



FULLY EXECUTED
Contract Number: 4400013765
Contract Effective Date: 08/15/2014
Valid From: 08/18/2014 To: 08/17/2019

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 305007

Purchasing Agent
Name: Higgins Mary Ann
Phone: 717-728-3918
Fax: 717-728-4181

Supplier Name/Address:
GLOBAL TEL LINK CORPORATION
2609 Cameron St
Mobile AL 36607-3104 US

Supplier Phone Number: 251-479-4500
Supplier Fax Number: 251-375-8041

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Contract Name:
Kiosk & Kiosk Services

Payment Terms
NET 30

Solicitation No.: _____ Issuance Date: _____
Supplier Bid or Proposal No. (if applicable): _____ Solicitation Submission Date: _____

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Inmate Media Services	0.000	Each	0.01	1	0.00

General Requirements for all Items:

Information:

Total Amount:
SEE LAST PAGE FOR TOTAL OF
ALL ITEMS

Currency: USD

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



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Supplier Name:
GLOBAL TEL LINK CORPORATION

Header Text

Vendor is to provide kiosk & kiosk services per bid # 6100021729 & vendor response.

Appendix A: IT Terms & Conditions

Appendix B: Proposal

Appendix C: RFP

Appendix D: Signed PA DOC Contract AGR-13-346 8.7.14

Start Date: 8.18.14

End Date: 8.17.19

With five (5) one year renewal options.

No further information for this Contract

Information:

Total Amount:

50,000,000.00

Currency: USD

CONTRACT BETWEEN
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF CORRECTIONS

AND

GLOBAL TEL* LINK

CONTRACT NO. AGR-13-346

THIS CONTRACT ("Contract") is entered into by and between the Commonwealth of Pennsylvania ("Commonwealth"), acting through its Department of Corrections ("Department"), and Global Tel* Link, a corporation headquartered in Mobile, Alabama ("Contractor").

WITNESSETH:

WHEREAS, the Office of Administration issued a Request For Proposals on behalf of the Department, RFP No. 6100021729 (such Request For Proposals, including all of the referenced appendices and all addenda thereto, is referred to herein as the "RFP"), for kiosks and related kiosk services (the "Services"); and,

WHEREAS, the Contractor submitted a proposal in response to the RFP (the "Proposal"); and,

WHEREAS, after taking into consideration all of the evaluation factors set forth in the RFP, the Commonwealth determined that the Proposal was the most advantageous to the Commonwealth; and,

WHEREAS, the Contractor was selected for contract negotiations; and,

WHEREAS, the Commonwealth and the Contractor negotiated this Contract as their final and entire agreement with respect to the Services.

NOW THEREFORE, intending to be legally bound hereby, the Commonwealth and the Contractor agree as follows:

1. The recitals set forth above are incorporated by reference as a material part of this Contract.
2. The Commonwealth and the Contractor agree to be bound by the IT Contract Terms and Conditions, attached hereto as Appendix A, and made part of this Contract ("IT Terms and Conditions"). Capitalized terms used but not defined herein shall have the meanings given such terms in the IT Terms and Conditions.

3. The Contractor shall provide the Services to the Commonwealth according to the RFP and the technical portion of the Proposal at the rates set forth in the cost portion of the Proposal. The Proposal is attached hereto as Appendix B.
4. The Contractor acknowledges and agrees that the RFP required the Contractor to implement a complete kiosk solution at SCI Mahanoy as Phase One of the Project, and as a result of discussions held during negotiations, the Commonwealth now requires the Contractor to implement a complete kiosk system at SCI Frackville and SCI Coal Township as Phase One of the Project. All references to SCI Mahanoy in the RFP for Phase One of the Project and the corresponding sections of Contractor's Proposal are hereby revised to reference SCI Frackville and SCI Coal Township.
5. The Contractor agrees to meet and maintain the commitments to small diverse businesses made in the small diverse business portion of the Proposal. Any proposed change to a small diverse business commitment must be submitted to the Department of General Services' Bureau of Small Business Opportunities ("BSBO"), which will recommend a course of action to the Contracting Officer. The Contractor shall complete a Prime Contractor's Quarterly Utilization Report and submit it to the Contracting Officer and BSBO on or before the date which is ten (10) business days following the end of each calendar quarter during the Term.
6. The term of this Contract (the "Term") shall commence on the Effective Date, as defined in Appendix A (IT Contract Terms and Conditions), and shall end five (5) years after the Effective Date. The Commonwealth's Contracting Officer may extend the Term, at the Commonwealth's sole option, for up to five (5) additional years, in single-year or multiple-year increments, by providing notice to the Contractor.
7. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
 - 1) The IT Contract Terms and Conditions, attached hereto as Appendix A; and then
 - 2) The Proposal, attached hereto as Appendix B; and then
 - 3) The RFP, attached hereto as Appendix C.
8. The parties agree that all notices, approvals, consents and requests pursuant to this Contract shall be sent to the parties at the following addresses of the respective parties, or to such other address as may be designated from time to time by the parties:

To the Department:

Anthony Miller, Director
Pennsylvania Correctional Industries
2520 Lisburn Road
Camp Hill, PA 17011-0047

To the Contractor:

Teresa Ridgeway
Global Tel Link Corporation
2609 Cameron St
Mobile, AL 36607-3104

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed this Contract on the dates indicated below.

Witness:

 8/7/14
Date

Andrea P. Melera
Printed Name

Legal - Executive Assistant
Title

Global Tel* Link

 8/7/14
Date

Jeffrey B. Haidinger
Printed Name

President and COO
Title

Federal I.D. Number – 631071001
SAP Vendor Number – 305007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF CORRECTIONS**

By: [See Appendix A – Section 1 and 2]
Secretary Date

APPROVED:

[See Appendix A – Section 1 and 2]
Comptroller Date

APPROVED AS TO FORM AND LEGALITY:

[See Appendix A – Section 1 and 2]
Office of Chief Counsel Date

[See Appendix A – Section 1 and 2]
Office of General Counsel Date

[See Appendix A – Section 1 and 2]
Office of Attorney General Date

**IT CONTRACT
TERMS AND CONDITIONS**

If an award is made to an Offeror, the Offeror shall receive a Contract that obligates the Offeror to furnish the awarded services in accordance with these IT Contract Terms and Conditions:

1. TERM AND SCOPE OF CONTRACT

- (a) The term of the Contract shall commence on the Effective Date and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract. The Effective Date shall be: a) the date the Contract has been fully executed by the Contractor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained or b) the date referenced in the Contract, whichever is later. The Contract shall not be a legally binding contract until after the fully-executed Contract has been sent to the Contractor.
- (b) The Commonwealth reserves the right to execute the Contract, Purchase Orders or any follow-up Contract documents in ink or electronically. The Contractor understands and agrees that the receipt of an electronically-printed Contract with the printed name of the Commonwealth purchasing agent constitutes a valid, binding contract with the Commonwealth. The printed name of the purchasing agent on the Contract represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Contract. The printed name also indicates that all approvals required by Commonwealth contracting procedures have been obtained.
- (c) The Contractor shall not start performance until all of the following have occurred: (1) the Effective Date has arrived; (2) the Contractor has received a copy of the fully executed Contract; and (3) the Contractor has received a Purchase Order or other written notice to proceed signed by the Contracting Officer. The Commonwealth shall not be liable to pay the Contractor for any supply furnished or work performed or expenses incurred before the Effective Date or before the Contractor receives a copy of the fully executed Contract or before the Contractor has received a Purchase Order. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date.
- (d) The Contractor agrees to furnish the requested services to the Commonwealth as such services are defined in this Contract, the Request for Proposals (RFP) and the Contractor's Proposal.

2. PURCHASE ORDERS

- (a) The Commonwealth may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Contractors are not permitted to accept Purchase Orders which require performance in excess of those performance time periods specified in the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

- (b) Purchase Orders will not include an ink signature by the Commonwealth. The electronically-printed name of the purchaser represents the signature of the individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.
- (c) Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor.
- (d) Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order.
- (e) Purchase Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.
- (f) The Commonwealth and the Contractor specifically agree as follows:
 - (1) No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
 - (2) Upon receipt of a Purchase Order, the Contractor shall promptly and properly transmit an acknowledgement in return. Any order which is issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the Commonwealth, unless and until the Commonwealth agency transmitting the order has properly received an acknowledgement.
 - (3) The parties agree that no writing shall be required in order to make the order legally binding. The parties hereby agree not to contest the validity or enforceability of the Contract or a genuine Purchase Order or acknowledgement that have been issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements shall be in writing and signed by the party bound thereby. The Contract and any genuine Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of the Contract or any genuine Purchase Order or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
 - (4) Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.
- (g) Purchase Orders under five thousand dollars (\$5,000) in total amount may also be made in person or by telephone using a Commonwealth Procurement Card. When an order is

placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. The Contractor agrees to accept payment through the use of a Commonwealth Procurement card.

3. DEFINITIONS

- (a) Contracting Officer. The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- (b) Days. Unless specifically indicated otherwise, days mean calendar days.
- (c) Developed Works or Developed Materials. Except for Contractor's internal communications relating to Services of this Contract that are not delivered to the Commonwealth, all documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other literary works, works of authorship, or tangible material authored or prepared by Contractor in carrying out the obligations and services under this Contract, without limitation. The terms are used herein interchangeably.
- (d) Documentation. A term used to refer to all materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- (e) Proposal. Contractor's response to a Request for Proposals (RFP) issued by the Issuing Agency.
- (f) Services. All Contractor activity necessary to satisfy the Contract.

4. CONTRACT SCOPE

- (a) If the Contractor must perform work at a Commonwealth facility outside of the daily operational hours set forth by the Commonwealth, it must make arrangements with the Commonwealth to assure access to the facility and equipment. No additional payment will be made on the basis of lack of access, unless the Commonwealth fails to provide access as set out in the RFP.
- (b) Except as set out in this Contract, the Contractor shall not offer for sale or provide Commonwealth agencies with any hardware or software (i.e., personal computers, file servers, laptops, personal computer packaged software, etc.). Contractor may recommend the use of tools such as hardware and software, without requiring agencies to purchase those tools. Software tools that are NOT on statewide contract will be acquired through separately procured purchase agreements, and the Contractor shall not be considered for award of such agreements if it has recommended their use.
- (c) Contractor shall comply with the IT standards and policies issued by the Governor's Office of Administration, Office for Information Technology (OA/OIT) (located at: <http://www.portal.state.pa.us/portal/server.pt?open=512&objID=416&PageID=210791&mode=2>), including the accessibility standards set out in IT Bulletin ACC001, IT Accessibility Policy. The Contractor shall ensure that Services procured under this

Contract comply with the applicable standards. In the event such standards change during Contractor's performance, and the Commonwealth requests that Contractor comply with the changed standard, then any incremental costs incurred by Contractor to comply with such changes shall be paid for pursuant to a change order to the Contract.

5. IDENTIFICATION NUMBER

The Contractor must have a SAP vendor number.

6. ORDER OF PRECEDENCE

If any conflicts or discrepancies should arise in the terms and conditions of this Contract, or the interpretation thereof, the order of precedence shall be:

- (a) This Contract; then
- (b) The proposal, as accepted by the Commonwealth; and then
- (c) The RFP.

7. CONTRACT INTEGRATION

- (a) This Contract, including the Contract signature pages, together with the proposal and Best and Final Offer, if any, and the RFP and addenda thereto, if any, that are incorporated herein by reference, constitutes the final, complete, and exclusive Contract between the parties containing all the terms and conditions agreed to by the parties.
- (b) All representations, understandings, promises, and agreements pertaining to the subject matter of this Contract made prior to or at the time this Contract is executed are superseded by this Contract.
- (c) There are no conditions precedent to the performance of this Contract except as expressly set forth herein.
- (d) No contract terms or conditions are applicable to this Contract except as they are expressly set forth herein.

8. PERIOD OF PERFORMANCE

The Contractor, for the life of this Contract, shall complete all Services as specified under the terms of this Contract. In no event shall the Commonwealth be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such Services.

9. OPTION TO EXTEND

The Commonwealth reserves the right, upon notice to the Contractor, to extend the term 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.

10. SPECIAL REQUIREMENTS

The Commonwealth reserves the right to purchase Services within the scope of this Contract through other procurement methods whenever the Commonwealth deems it to be in its best interest.

11. SUBCONTRACTS

The Contractor may subcontract any portion of the Services described in this Contract to third parties selected by Contractor and approved in writing by the Commonwealth, whose approval shall not be unreasonably withheld. Notwithstanding the above, if Contractor has disclosed the identity of Subcontractor(s) together with the scope of work to be subcontracted in its Proposal, award of the Contract is deemed approval of all named Subcontractors and a separate approval is not required. The existence of any subcontract shall not change the obligations of Contractor to the Commonwealth under this Contract. Upon request of the Commonwealth, the Contractor must provide the Commonwealth with a copy of the subcontract agreement between the Contractor and the subcontractor. The Commonwealth reserves the right, for good cause, to require that the Contractor remove a subcontractor from the project. The Commonwealth will not be responsible for any costs incurred by the Contractor in replacing the subcontractor if good cause exists.

12. OTHER CONTRACTORS

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its Services with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

13. PRIME CONTRACTOR RESPONSIBILITIES

The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

14. COMPENSATION

- (a) The Contractor shall be required to perform at the price(s) quoted in the Contract. All items shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for items supplied and performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.
- (b) Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall send an invoice itemized by Purchase Order line item to the address referenced on the Purchase Order promptly after items are satisfactorily delivered. The invoice should include only amounts due under the Contract/Purchase Order. The Purchase Order number must be included on all invoices.

In addition, the Commonwealth shall have the right to require the Contractor to prepare and submit a "Work In Progress" sheet that contains, at a minimum, the tasks performed, number of hours, hourly rates, and the purchase order or task order to which it refers.

15. PAYMENT

- (a) The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is:
 - (1) the date on which payment is due under the terms of the Contract; or
 - (2) forty-five (45) calendar days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed).

The payment date shall be the date specified on the invoice if later than the dates established by (1) and (2) above.

- (b) Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications.
- (c) Electronic Payments
 - (1) The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the Contract, the Contractor must submit or must have already submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM).
 - (2) The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.
 - (3) It is the responsibility of the Contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

16. ASSIGNABILITY

- (a) Subject to the terms and conditions of this Section, the Contract is binding upon the parties and their respective successors and assigns.

- (b) The Contractor may not assign, in whole or in part, the Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Commonwealth, which consent may be withheld at the sole and absolute discretion of the Commonwealth.
- (c) For the purposes of the Contract, the term “assign” shall include, but shall not be limited to, the sale, gift, assignment, encumbrance, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- (d) Any assignment consented to by the Commonwealth shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- (e) Notwithstanding the foregoing, the Contractor may, without the consent of the Commonwealth, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Commonwealth together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of the Contract.
- (f) A change of name by the Contractor, following which the Contractor’s federal identification number remains unchanged, is not considered to be an assignment. The Contractor shall give the Commonwealth written notice of any such change of name.

17. INSPECTION AND ACCEPTANCE

- (a) Acceptance of Developed Materials will occur in accordance with the Deliverable Approval Plan submitted by the Contractor and approved by the Commonwealth. Upon approval of the plan by the Commonwealth, the Deliverable Approval Plan becomes part of this Contract. For contracts where the development of software, the configuration of software, or the modification of software is the deliverable, the Deliverable Approval Plan must include an Acceptance Test Plan. The Acceptance Test Plan will provide for a Final Acceptance Test, and may provide for Interim Milestone Acceptance Tests. Each Acceptance Test will be designed to demonstrate that the Developed Materials conform with the functional specification for the Developed Materials, if any, and/or the requirements of this Contract. Contractor shall notify the Commonwealth when the deliverable is completed and ready for acceptance testing. The Commonwealth will not unreasonably delay commencement of acceptance testing.
 - (1) For Projects that require software integration at the end of the Project, as set out in the RFP, the Commonwealth’s acceptance of a deliverable or milestone shall be final unless at the time of Final Acceptance, the Developed Materials do not meet the acceptance criteria set forth in the Contract.
 - (2) For Projects that do not require software integration at the end of the Project as set out in the RFP, the Commonwealth’s acceptance of a deliverable or milestone shall be complete and final.

- (b) Contractor shall certify, in writing, to the Commonwealth when a particular Deliverable milestone, interim or final, is completed and ready for acceptance (hereinafter Acceptance). Unless otherwise agreed to by the Commonwealth, the Acceptance period shall be ten (10) business days for interim milestones and thirty (30) days for final milestones. On or before the 10th business day for interim milestones or 30th business day for the final milestone, following receipt by the Commonwealth of Contractor's certification of completion of a particular milestone, the Commonwealth shall, subject to Section 17(a) either: (1) provide the Contractor with Commonwealth's written acceptance of the Developed Materials in the completed milestone, or (2) identify to Contractor, in writing, the failure of the Developed Materials to comply with the specifications, listing all such errors and omissions with reasonable detail.
- (c) If the Commonwealth fails to notify the Contractor in writing of any failures in the Developed Materials within the applicable Acceptance period, the Developed Materials shall be deemed accepted.
- (d) If the Developed Materials do not meet an accessibility standard, the Contractor must provide written justification for its failure to meet the standard. The justification must provide specific details as to why the standard has not been met. The Commonwealth may either waive the requirement as not applicable to the Commonwealth's business requirements or require that the Contractor provide an acceptable alternative. Any Commonwealth waiver of the requirement must be in writing.
- (e) Upon the Contractor's receipt of the Commonwealth's written notice of rejection, which must identify the reasons for the failure of the Developed Materials in a completed milestone to comply with the specifications, the Contractor shall have fifteen (15) business days, or such other time as the Commonwealth and Contractor may agree is reasonable, within which to correct all such failures, and resubmit the corrected Developed Materials, certifying to the Commonwealth, in writing, that the failures have been corrected, and that the Developed Materials have been brought into compliance with the specifications. Upon receipt of such corrected and resubmitted Developed Materials and certification, the Commonwealth shall have thirty (30) business days to test the corrected Developed Materials to confirm that they are in compliance with the specifications. If the corrected Developed Materials are in compliance with the specifications, then the Commonwealth shall provide the Contractor with its acceptance of the Developed Materials in the completed milestone.
- (f) If, in the opinion of the Commonwealth, the corrected Developed Materials still contain material failures, the Commonwealth may either:
 - (1) Repeat the procedure set forth above; or
 - (2) Proceed with its rights under Section 22 (TERMINATION).

18. DEFAULT

- (a) The Commonwealth may, subject to the provisions of Section 19 (NOTICE OF DELAYS) and Section 53 (FORCE MAJEURE), and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor,

and terminate (as provided in Section 22 (TERMINATION) the whole or any part of this Contract for any of the following reasons:

- (1) Failure to begin Services within the time specified in the Contract or as otherwise specified;
- (2) Failure to perform the Services with sufficient labor, equipment, or material to insure the completion of the specified Services in accordance with the Contract terms;
- (3) Unsatisfactory performance of the Services;
- (4) Failure to deliver the awarded item(s) within the time specified in the Contract or as otherwise specified;
- (5) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract;
- (6) Failure or refusal to remove material, or remove, replace, or perform any Services rejected as defective or noncompliant;
- (7) Discontinuance of Services without approval;
- (8) Failure to resume Services, which has been discontinued, within a reasonable time after notice to do so;
- (9) Insolvency;
- (10) Assignment made for the benefit of creditors;
- (11) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due subcontractors for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- (12) Failure to protect, to repair, or to make good any damage or injury to property;
- (13) Material breach of any provision of this Contract;
- (14) Failure to comply with representations made in the Contractor's Proposal; or
- (15) Failure to comply with applicable industry standards, customs, and practice.

19. NOTICE OF DELAYS

Whenever the Contractor encounters any difficulty that delays or threatens to delay the timely performance of this Contract (including actual or potential labor disputes), the Contractor shall promptly give notice thereof in writing to the Commonwealth 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 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. If an extension of the delivery schedule is granted, it will be done consistent with Section 21 (CHANGES).

20. CONDUCT OF SERVICES

Following the Effective Date of the Contract, Contractor shall proceed diligently with all Services and shall perform such Services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

In determining whether or not the Contractor has performed with due diligence hereunder, it is agreed and understood that the Commonwealth may measure the amount and quality of the Contractor's effort against the representations made in the Contractor Proposal. The Contractor's Services hereunder shall be monitored by the Commonwealth and the Commonwealth's designated representatives. If the Commonwealth reasonably determines that the Contractor has not performed with due diligence, the Commonwealth and the Contractor will attempt to reach agreement with respect to such matter. Failure of the Commonwealth or the Contractor to arrive at such mutual determinations shall be a dispute concerning a question of fact within the meaning of Section 24 (CONTRACT CONTROVERSIES) of this Contract.

21. CHANGES

- (a) At any time during the performance of the Contract, the Commonwealth or the Contractor may request a change to the Contract. Contractor will make reasonable efforts to investigate the impact of the change request on the price, timetable, specifications, and other terms and conditions of the Contract. If the Commonwealth is the requestor of the change, the Contractor will inform the Commonwealth if there will be any charges for the Contractor's services in investigating the change request prior to incurring such charges. If the Commonwealth and the Contractor agree on the results of the investigation and any necessary amendments to the Contract, the parties must complete and execute a change notice to modify the Contract and implement the change. The change request will be evidenced by a Purchase Order issued by the Commonwealth. No work may begin on the change request until the Contractor has received the Purchase Order. If the parties cannot agree upon the results of the investigation or the necessary amendments to the Contract, the change request will not be implemented and, if the Contractor initiated the change request it may elect to handle the matter in accordance with Section 24 (CONTRACT CONTROVERSIES) of this Contract.
- (b) Changes outside the scope of this Contract shall be accomplished through the Commonwealth's normal procurement procedures, and may result in an amended Contract or a new contract. No payment will be made for services outside of the scope of the Contract for which no amendment has been executed, prior to the provision of the services.

22. TERMINATION

- (a) For Convenience
 - (1) The Commonwealth may terminate this Contract without cause by giving Contractor thirty (30) calendar days prior written notice (Notice of Termination)

whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience). Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance under this Contract is terminated either in whole or in part and the date on which such termination becomes effective.

In the event of termination hereunder, Contractor shall receive payment for the following:

- (i) all Services performed consistent with the terms of the Contract prior to the effective date of termination;
- (ii) all actual and reasonable costs incurred by Contractor as a result of the termination of the Contract; and

In no event shall the Contractor be paid for any loss of anticipated profit (by the Contractor or any Subcontractor), loss of use of money, or administrative or overhead costs.

Failure to agree on any termination costs shall be a dispute handled in accordance with Section 24 (CONTRACT CONTROVERSIES) of this Contract.

- (2) The Contractor shall cease Services as of the date set forth in the Notice of Termination, and shall be paid only for such Services as have already been satisfactorily rendered up to and including the termination date set forth in said notice, or as may be otherwise provided for in said Notice of Termination, and for such services performed during the thirty (30) calendar day notice period, if such services are requested by the Commonwealth, for the collection, assembling, and transmitting to the Commonwealth of at least all materials, manuals, magnetic media, studies, drawings, computations, maps, supplies, and survey notes including field books, which were obtained, prepared, or developed as part of the Services required under this Contract.
- (3) The above shall not be deemed to limit the Commonwealth's right to terminate this Contract for any reason as permitted by the other provisions of this Contract, or under applicable law.

(b) Non-Appropriation

Any payment obligation or portion thereof of the Commonwealth created by this Contract is conditioned upon the availability and appropriation of funds. When funds (state or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract. The Contractor shall be reimbursed in the same manner as that described in this section related to Termination for Convenience to the extent that appropriated funds are available.

(c) Default

The Commonwealth may, in addition to its other rights under this Contract, terminate this Contract in whole or in part by providing written notice of default to the Contractor if the Contractor materially fails to perform its obligations under the Contract and does not cure such failure within thirty (30) days or, if a cure within such period is not practical, commence a good faith effort to cure such failure to perform within the specified period or such longer period as the Commonwealth may specify in the written notice specifying such failure, and diligently and continuously proceed to complete the cure . The Contracting Officer shall provide any notice of default or written cure notice for Contract terminations.

- (1) Subject to Section 30 (LIMITATION OF LIABILITY) of this Contract, in the event the Commonwealth terminates this Contract in whole or in part as provided in this Subsection 22(c), the Commonwealth may procure services similar to those so terminated, and the Contractor, in addition to liability for any liquidated damages, shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the services and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent services for the terminated services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this section.
 - (2) Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism, and unusually severe weather. The Contractor shall notify the Contracting Officer promptly in writing of its inability to perform because of a cause beyond the control of the Contractor.
 - (3) Nothing in this Subsection 22 (c) shall abridge the Commonwealth's right to suspend, debar, or take other administrative action against the Contractor.
 - (4) If it is later determined that the Commonwealth erred in terminating the Contract for default, then the Contract shall be deemed to have been terminated for convenience under Subsection (a).
 - (5) If this Contract is terminated as provided by this Subsection 22(c), the Commonwealth may, in addition to any other rights provided in this Subsection, and subject to Section 36 (OWNERSHIP RIGHTS) of this Contract, require the Contractor to deliver to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such reports and other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated. Payment for such reports and documentation will be made consistent with the Contract.
- (d) The rights and remedies of the Commonwealth provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

- (e) The Commonwealth's failure to exercise any rights or remedies provided in this Section shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- (f) Following exhaustion of the Contractor's administrative remedies as set forth in Section 24 (CONTRACT CONTROVERSIES), the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

23. BACKGROUND CHECKS

- (a) 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.
- (b) 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 an employee of the Contractor or an employee of a subcontractor of the Contractor 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 Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to cure any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.
- (c) The Commonwealth specifically reserves the right of the Commonwealth to conduct or require background checks over and above that described herein.

24. CONTRACT CONTROVERSIES

- (a) In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.
- (b) The contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120

days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.

- (c) Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

25. CONFIDENTIALITY

- (a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any 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, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). 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 pursuant to Section 22.c (DEFAULT), in addition to other remedies available to the non-breaching party.
- (b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:
 - (1) already known to the recipient at the time of disclosure other than through the contractual relationship;
 - (2) independently generated by the recipient and not derived from the information supplied by the disclosing party;
 - (3) 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;

- (4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
- (5) 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.

- (c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:
 - (1) Prepare an un-redacted version of the appropriate document, and
 - (2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
 - (3) Prepare a signed written statement that states:
 - (i) the attached document contains confidential or proprietary information or trade secrets;
 - (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
 - (iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
 - (4) Submit the two documents along with the signed written statement to the Commonwealth.

26. INSURANCE

- (a) The Contractor shall procure and maintain at its expense and 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:
 - (1) 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* (77 P.S. § 101, *et seq.*).
 - (2) 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 per person and \$2,000,000 per occurrence, personal injury and property damage combined. Such policies shall be occurrence based rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured, as its interests may appear. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the Commonwealth as an additional insured against the insurance coverages in regard to the Services performed for the Commonwealth.

- (b) Prior to commencing Services under the Contract, the Contractor shall provide the Commonwealth 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 in such a way to cause the coverage to fail to comply with the requirements of this Paragraph until at least thirty (30) days prior written notice has been given to the Commonwealth.
- (c) The Contractor agrees to maintain such insurance for the life of the Contract.
- (d) Upon request to and approval by the Commonwealth, contractor's self-insurance of the types and amounts of insurance set for above shall satisfy the requirements of this Section 26 (INSURANCE), provided the Commonwealth may request from Contractor evidence each year during the term of the contract that Contractor has sufficient assets to cover such losses.

27. CONTRACTOR RESPONSIBILITY PROGRAM

- (a) The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.
- (b) The Contractor must also certify, in writing, that as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.
- (c) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- (d) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (e) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the

Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- (f) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No. (717) 783-6472
FAX No. (717) 787-9138

28. 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.

29. TAXES-FEDERAL, STATE, AND LOCAL

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax-free purchases under registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas-guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania sales tax, local sales tax, public transportation assistance taxes, and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this Section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

30. LIMITATION OF LIABILITY

- (a) The Contractor's liability to the Commonwealth under this Contract shall be limited to the greater of \$250,000 or the value of this Contract (including any amendments). This limitation will apply, except as otherwise stated in this Section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to damages for:
- (1) bodily injury;
 - (2) death;
 - (3) intentional injury;

- (4) damage to real property or tangible personal property for which the Contractor is legally liable; or
 - (5) the Contractor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection.
- (b) In no event will the Contractor be liable for consequential or incidental damages unless otherwise specified in the RFP. Except as set out in Section 32 (VIRUS; MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING), the Contractor will not be liable for damages due to lost records or data, unless otherwise specified in the RFP. 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.

31. COMMONWEALTH HELD HARMLESS

- (a) The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. § 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- (b) Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

32. VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING

- (a) Notwithstanding any other provision in this Contract to the contrary, if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks 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. The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of 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 in effect at the commencement of the Contract and complying with those standards. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.

- (b) The Contractor shall perform a security scan on any software or computer program developed by the Contractor or its subcontractors in a country other than the United States of America that may come in contact with the Commonwealth's software or computer networks. Contractor shall perform such security scan prior to introducing any such software or computer program into a Commonwealth development environment, test environment or production environment. The results of these security scans will be provided to the Commonwealth prior to installing into any Commonwealth development environment, test environment or production environment. The Commonwealth may perform, at its discretion, additional security scans on any software or computer program prior to installing in a Commonwealth environment as listed above.
- (c) 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 that will be connected to a Commonwealth network 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 Commonwealth shall not install any software or monitoring tools on the Contractor's equipment without the Contractor's written consent to do so.
- (d) 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 Contract.
- (e) 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.

33. PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET PROTECTION

- (a) The Contractor shall hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States or foreign patents, copyrights, or trademarks, or for a misappropriation of trade secrets arising out of performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by the Contractor, and in any such suit or proceeding will satisfy any final award for such infringement, including costs. The Commonwealth agrees to give Contractor prompt notice of any such claim of which it learns. Pursuant to

the Commonwealth Attorneys Act 71 P.S. § 732-101, *et seq.*, the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under the terms it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits. No settlement which prevents the Commonwealth from continuing to use the Developed Materials as provided herein shall be made without the Commonwealth's prior written consent. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Contractor that, in the event it requests that the Commonwealth to provide support to the Contractor in defending any such claim, the Contractor shall reimburse the Commonwealth for all expenses (including attorneys' fees, if such are made necessary by the Contractor's request) incurred by the Commonwealth for such support. If OAG does not delegate the defense of the matter, the Contractor's obligation to indemnify ceases. The Contractor will, at its expense, provide whatever cooperation OAG requests in the defense of the suit.

- (b) The Contractor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Contractor certifies that, in all respects applicable to this Contract, it has exercised and will continue to exercise due diligence to ensure that all works produced under this Contract do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties. The Contractor also agrees to certify that work produced for the Commonwealth under this contract shall be free and clear from all claims of any nature.
- (c) If the defense of the suit is delegated to the Contractor, the Contractor shall pay all damages and costs awarded therein against the Commonwealth. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.
- (d) If, in the Contractor's opinion, the products, materials, reports, studies, or computer programs furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, at its option and expense, substitute functional equivalents for the alleged infringing products, materials, reports, studies, or computer programs or, at the Contractor's option and expense, obtain the rights for the Commonwealth to continue the use of such products, materials, reports, studies, or computer programs.
- (e) If any of the products, materials, reports, studies, or computer programs provided by the Contractor are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing products, materials, reports, studies, or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing.
- (f) If the Contractor is unable to do any of the preceding, the Contractor agrees to pay the Commonwealth:

- (1) any amounts paid by the Commonwealth less a reasonable amount based on the acceptance and use of the deliverable;
 - (2) any license fee less an amount for the period of usage of any software; and
 - (3) the prorated portion of any service fees representing the time remaining in any period of service for which payment was made.
- (g) The obligations of the Contractor under this Section continue without time limit and survive the termination of this contract.
- (h) Notwithstanding the above, the Contractor shall have no obligation for:
- (1) modification of any product, service, or deliverable provided by the Commonwealth;
 - (2) any material provided by the Commonwealth to the Contractor and incorporated into, or used to prepare, a product, service, or deliverable;
 - (3) use of the product, service, or deliverable in other than its specified operating environment;
 - (4) the combination, operation, or use of the product, service, or deliverable with other products, services, or deliverables not provided by the Contractor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Contractor did not provide;
 - (5) infringement of a non-Contractor product alone;
 - (6) the Commonwealth's distribution, marketing or use beyond the scope contemplated by the Contract; or
 - (7) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Contractor at no charge.
- (i) The obligation to indemnify the Commonwealth, under the terms of this Section, shall be the Contractor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

34. SENSITIVE INFORMATION

- (a) The Contractor shall not publish or otherwise disclose, except to the Commonwealth or the Contractor's subcontractors and except matters of public record (which is to be determined entirely in the discretion of the Commonwealth), any information or data obtained hereunder from private individuals, organizations, or public agencies.
- (b) 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 consent pursuant to applicable state and federal law and

regulations. All documents associated with direct disclosures of this kind must be announced to and open for inspection by the Commonwealth.

- (c) Contractor will comply with all federal or state laws related to the use and disclosure of information, including information that constitutes Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA). Further, by signing this Contract, the Contractor agrees to the terms of the Business Associate Agreement, which is incorporated into this Contract as Exhibit A. It is understood that Exhibit A is only applicable if indicated in the procurement documents.
- (d) Rights and obligations of the parties under this Section 34 survive the termination of this Contract

35. CONTRACT CONSTRUCTION

The provisions of this Contract shall be construed in accordance with the provisions of all applicable laws and regulations of the Commonwealth of Pennsylvania. However, by executing this Contract, the Contractor agrees that it has and will continue to abide by the intellectual property laws of the United States of America.

36. OWNERSHIP RIGHTS

- (a) Ownership of Properties
 - (1) All “Developed Works” shall be owned according to the provisions set forth in this Section 36.
 - (2) All software owned by the Commonwealth or its licensors (“Commonwealth Software”) as of the Effective Date, shall be and shall remain the exclusive property of the Commonwealth or its licensors, and Contractor shall acquire no rights or interests in the Commonwealth Software or Tools or that of its licensors by virtue of this Contract except as described in this Section or in another provision set forth in this Contract. The Contractor shall not use any Commonwealth Software, Commonwealth Tools or software or tools of its licensors for any purpose other than for completion of work to be performed under this Contract. In the use of Commonwealth Software, Commonwealth Tools or software or tools of its licensors, Contractor will be bound by the confidentiality provisions of this Contract.
- (b) Definitions
 - (1) Software—For the purposes of this Contract, the term “software” means a collection of one or more programs, databases or microprograms fixed in any tangible medium of expression that comprises a sequence of instructions (source code) to carry out a process in, or convertible into, a form executable by an electronic computer (object code).
 - (2) Data—For the purposes of this Contract, the term “data” means any recorded information, regardless of form, the media on which it may be recorded, or the method of recording.

- (3) Technical Data—For purposes of this Contract, the term “technical data” means any specific information necessary for the development, production or use of the Commonwealth Software.

(c) Commonwealth Property—Non-Exclusive, License Grant and Restrictions

During the term of this Contract, Commonwealth grants to Contractor for the limited purpose of providing the Services covered under this Contract, a limited, nonexclusive, nontransferable, royalty-free right (subject to the terms of any third party agreement to which the Commonwealth is a party) to do the following:

- (1) Obtain access to and use of the Commonwealth Software in accordance with the terms of this Contract.
- (2) Reproduce the Commonwealth Software for archival purposes or for other purposes expressly provided for under this Contract.
- (3) Modify the Commonwealth Software consistent with the terms and conditions of this Contract provided that Contractor agrees to assign to the Commonwealth, its rights, if any, in any derivative works resulting from Contractor’s modification of the Commonwealth Software. Contractor agrees to execute any documents required to evidence this assignment and to waive any moral rights and rights of attribution provided for in Section 106A of Title 17 of the United States Code, the Copyright Act of 1976.
- (4) Allow the Contractor’s subcontractors approved by the Commonwealth to obtain access to the Commonwealth Software for the purposes of complying with the terms and conditions of this Contract; 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 the authority to provide the license grant and rights set forth in this Section.
- (5) To the extent that Contractor uses Commonwealth Software, Commonwealth Tools or software or tools of its licensor, Contractor agrees to protect the confidentiality of these works and maintain these proprietary works with the strictest confidence.

(d) Impact of Third Party Agreements

Subject to the terms of any third party agreement to which the Commonwealth is a party, (i) the 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 of this Contract and, (ii) Contractor, as part of the Services to be rendered under this Contract, 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 required by this Contract.

(e) Reservation of Rights

All rights, not expressly granted here to Contractor on a nonexclusive basis, including the right to grant non-exclusive licenses and other rights are reserved by the Commonwealth.

(f) Termination of Commonwealth License Grant

Upon the expiration or termination for any reason of Contractor's obligation to provide the Services under this Contract, all rights granted to Contractor in this Section 36 (OWNERSHIP RIGHTS) shall immediately cease. Contractor shall, at no cost to Commonwealth, deliver to Commonwealth all of the Commonwealth Software and Tools (including any related source code then in Contractor's possession or under its control) in the form in use as of the Effective Date of such expiration or termination. Within fifteen (15) calendar days after termination, Contractor shall provide the Commonwealth 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, in writing; 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.

(g) Effect of License Grant Termination

Consistent with the provisions of this Section, Contractor shall refrain from manufacturing, copying, marketing, distributing, or use of any Commonwealth Software or any other work which incorporates the Commonwealth Software. The obligations of this Section 36 (OWNERSHIP RIGHTS) shall survive any termination of this Contract.

(h) Use of Contractor-Owned Software

All software owned by Contractor (Contractor Software) and tools owned by Contractor (Contractor Tools, as defined in paragraph (i) below) prior to the Effective Date of this Contract shall be and shall remain the exclusive property of Contractor. The Commonwealth shall acquire no rights or interests in the Contractor Software or the Contractor Tools by virtue of this Contract except as set forth in this Section.

(i) Definition of Contractor Tools

Contractor Tools is defined as any tools, both in object code and source code form, which Contractor has previously developed, or which Contractor independently develops or licenses from a third party, excluding any tools that Contractor creates pursuant to this Contract. Contractor Tools includes but is not limited to, methodologies, information, concepts, toolbars for maneuvering between pages, search engines, JAVA applets, and ActiveX controls.

(j) Required Reports, Records and Inventory of Contractor Tools and Contractor Software

(1) Contractor must provide a list of all Contractor Tools and Contractor Software to be delivered in connection with the deliverables or Developed Materials prior to commencing any work under the Contract. Contractor must also provide a list of all other Contractor Tools and Contractor Software intended to be used by

Contractor to provide the services under this Contract but will not become part of or necessary for the use of the Developed Materials. All Contractor Tools and Contractor Software necessary to use deliverables or Developed Materials shall be delivered to the Commonwealth along with the license set forth in Section 36(k). Contractor may amend these lists from time to time while the Contract is being carried out or upon its completion. 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 the Contract on which it was used, 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 Commonwealth prior to its use on the Contract. Any Contractor Tools or Contractor Software not included on the lists will be deemed to have been created under this Contract.

- (2) As part of its response to a RFP, 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.
 - (3) During the term of this Contract, Contractor shall maintain at its principal office books of account and records showing its actions under this Contract. Upon reasonable notice by Commonwealth, Contractor shall allow Commonwealth to inspect these records and accounts for purposes of verifying the accuracy of such accounts and records.
 - (4) In the event that Contractor fails to list a Contractor Tool or Contractor Software, but is able to demonstrate that such tool or software was independently developed by Contractor prior to the Effective Date of this Contract, Contractor shall retain complete ownership of such Contractor Tool or Contractor Software that is necessary to use the deliverables or Developed Works, provided that notice is given to the Commonwealth prior to use on the Contract.
- (k) Expiration or Termination NonExclusive License Grant—Non-Commercial Contractor Tools and Software

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 based upon 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 and maintenance 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 that allows for the use of the Contractor Software or Contractor Tools for which a license is granted

under this Section 36 (OWNERSHIP RIGHTS), the Commonwealth will include a provision in that contract that limits the use of the Contractor Software or Contractor Tools as delineated in this Section.

(1) Rules of Usage for Developed Works

- (1) If Developed Works modify, improve, or enhance application software programs or other materials generally licensed by the Contractor, then such Developed Works shall be the property of the Contractor, and Contractor hereby grants Commonwealth an irrevocable, nonexclusive, worldwide, fully paid-up license (to include source code and relevant documentation) in perpetuity to use, modify, execute, reproduce, display, perform, prepare derivative works from and distribute, within the Commonwealth, of such Developed Works. For purposes of distribution under the license grant created by this section, Commonwealth includes any government agency, department, instrumentality, division, unit or other office that is part of the Commonwealth of Pennsylvania, 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 geographical boundaries of the Commonwealth of Pennsylvania. If federal funds are used in creation of the Developed Works, the Commonwealth also includes any other state government as well as the federal government.
- (2) If Developed Works 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 Works. To the extent 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 Works.
- (3) If Developed Works have been funded by Commonwealth, to any extent, with either Commonwealth or federal funds, and the Developed Works 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 Works 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 Works. The Commonwealth shall exclusively own all software products first developed under the terms of this contract by the Contractor, its subcontractors or other third party vendors that are specifically developed for, engineered and integrated into the Developed Works.
- (4) When the Developed Work is a report provided by a research company that was provided under this Contract, but which was not developed specifically for the

Commonwealth under this Contract, the ownership of the Developed Work will remain with the Contractor, provided, however, that the Commonwealth has the right to copy and distribute the Developed Work within the Commonwealth.

- (m) Copyright Ownership—Developed Works Developed as Part of the Scope of Work for the Project, including Developed Works developed by Subcontractors, are the sole and exclusive property of the Commonwealth and shall be considered “works made for hire” under the United States Copyright Act of 1976, as amended, 17 United States Code. In the event that the Developed Works do not fall within the specifically enumerated works that constitute works made for hire under the United States copyright laws, Contractor agrees to assign and, upon their authorship or creation, expressly and automatically assigns all copyright interests, proprietary rights, trade secrets, and other right, title, and interest in and to such Developed Works to Commonwealth. Contractor further agrees that it will have its Subcontractors assign, and upon their authorship or creation, expressly and automatically assign all copyright interest, proprietary rights, trade secrets, and other right, title, and interest in and to the Developed Works to the Commonwealth. Commonwealth shall have all rights accorded an owner of copyright under the United States copyright laws including, but not limited to, the exclusive right to reproduce the Developed Works in multiple copies, the right to distribute, copies by sales or other transfers, the right to register all copyrights in its own name as author in the United States and in foreign countries, the right to prepare derivative works based upon the Developed Works and the right to display the Developed Works. The Contractor further agrees that it will include this requirement in any subcontractor or other agreement with third parties who in any way participate in the creation or development of Developed Works. Upon completion or termination of this Contract, Developed Works shall immediately be delivered by Contractor to the Commonwealth. Contractor warrants that the Developed Works are original and do not infringe any copyright, patent, trademark, or other intellectual property right of any third party and are in conformance with the intellectual property laws of the United States.
- (n) Patent Ownership
- (1) Contractor and its subcontractors shall retain ownership to patentable items, patents, processes, inventions or discoveries (collectively, the Patentable Items) made by the Contractor during the performance of this Contract. Notwithstanding the foregoing, the Commonwealth shall be granted a nonexclusive, nontransferable, royalty free license to use or practice the Patentable Items. Commonwealth may disclose to third parties any such Patentable Items made by Contractor or any of its subcontractors under the scope of work for the Project that have been previously publicly disclosed. Commonwealth understands and agrees that any third party disclosure will not confer any license to such Patentable Items.
- (2) Contractor shall not use any computer program, code, or any works developed by or for Contractor independently of this Contract (“Pre-Existing Materials”) in the performance of the Services under this Contract, without the express written consent of the Commonwealth. Any Pre-Existing Materials used by Contractor for performance of Services under this Contract without Commonwealth consent shall be deemed to be Developed Works as that term is used in this Section. In the event that Commonwealth provides such consent, Contractor shall retain any and all rights in such Pre-Existing Materials.

(o) Federal Government Interests

It is understood that certain funding under this Contract may be provided by the federal government. Accordingly, the rights to Developed Works or Patentable Items of Contractors or subcontractors hereunder will be further subject to government rights as set forth in 37 C.F.R. Section 401, and other applicable statutes.

(p) Usage Rights for Know-How and Technical Information

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 Section relating to the Services which Contractor or Commonwealth (alone or jointly with the Commonwealth) develops or learns in connection with Contractor's provision of Services to Commonwealth under this Contract.

(q) Commonwealth Intellectual Property Protection

Contractor acknowledges Commonwealth's exclusive right, title and interest, including without limitation copyright and trademark rights, in and to Commonwealth Software, Commonwealth Tools and the Developed Works developed under the provisions of this Section, 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 Works without 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 Works. This provision is a material part of this Section.

(r) Contractor Intellectual Property Protection

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

(s) Source Code and Escrow Items Obligations

Simultaneously with delivery of the Developed Works to Commonwealth, Contractor shall deliver a true, accurate and complete copy of all source codes relating to the Developed Works. To the extent that the Developed Works include application software or other materials generally licensed by the Contractor, then the source code shall be placed in escrow, subject to the terms and conditions of an Escrow Agreement to be executed by the Parties and an Escrow Agent that is acceptable to the Commonwealth.

(t) Contractor's Copyright Notice Obligations

Contractor will affix the following Copyright Notice to the Developed Works developed under this Section and all accompanying documentation: "Copyright © [year] by the Commonwealth of Pennsylvania. All Rights Reserved." This notice shall appear on all

tangible versions of the Developed Works delivered under this Contract and any associated documentation. It shall also be programmed into any and all Developed Works delivered hereunder so that it appears at the beginning of all visual displays of such Developed Works.

(u) Commercial Software

If a product or deliverable under this Contract is commercially available software or requires commercially available software for use and the Contractor is the licensor of the software, Contractor shall enter into a license agreement with the Commonwealth that incorporates Exhibit C (Software License Requirements) as a material part of the software license agreement. If a product or deliverable under this Contract is commercially available software or requires commercially available software for use and the Contractor is not the licensor of the software, the Contractor hereby agrees that, before it incorporates such software into a deliverable, Contractor will inform the licensor of the software that it will be required to enter into a software license agreement with the Commonwealth that incorporates Exhibit C (Software License Requirements) as a material part of the licensor's software license agreement.

37. PUBLICATION RIGHTS AND/OR COPYRIGHTS

- (a) Except as otherwise provided in Section 36 (OWNERSHIP RIGHTS), the Contractor shall not publish any of the results of the work without the written permission of the Commonwealth. The publication shall include the following statement: "The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the Commonwealth of Pennsylvania." The Contractor shall not include in the documentation any copyrighted matter, unless the Contractor provides the Commonwealth with written permission of the copyright owner.
- (b) Except as otherwise provided in Section 36 (OWNERSHIP RIGHTS) and the confidentiality provisions of Section 25 (CONFIDENTIALITY), the Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report or data designed or developed and delivered to the Commonwealth as part of the performance of the Contract.
- (c) Rights and obligations of the parties under this Section 37 survive the termination of this Contract.

38. CHANGE OF OWNERSHIP OR INSOLVENCY

In the event that the Contractor should change ownership for any reason whatsoever, the Commonwealth shall have the exclusive option of continuing under the terms and conditions of this Contract with the Contractor or its successors or assigns for the full remaining term of this Contract, or continuing under the terms and conditions of this Contract with the Contractor or its successors or assigns for such period of time as is necessary to replace the products, materials, reports, studies, or computer programs, or immediately terminating this Contract. Nothing in this section limits the Commonwealth's exercise of any rights that the Commonwealth may have under Section 22 (TERMINATION).

39. OFFICIALS NOT TO BENEFIT

No official or employee of the Commonwealth and no member of its General Assembly who exercises any functions or responsibilities under this Contract shall participate in any decision relating to this Contract which affects their personal interest or the interest of any corporation, partnership, or association in which they are, directly or indirectly, interested; nor shall any such official or employee of the Commonwealth or member of its General Assembly have any interest, direct or indirect, in this Contract or the proceeds thereof.

40. INDEPENDENT CAPACITY OF CONTRACTOR

- (a) 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.
- (b) 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.

41. COMPLIANCE WITH LAWS

The Contractor shall comply with all federal, state, and local laws applicable to its Services, including, but not limited to, all statutes, regulations and rules that are in effect as of the Effective Date of the Contract and shall procure at its expense all licenses and all permits necessary for the fulfillment of its obligation.

42. THE AMERICANS WITH DISABILITIES ACT

During the term of this Contract, the Contractor agrees as follows:

- (a) Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101, *et seq.*, the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the *General Prohibitions Against Discrimination*, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of *The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through Contracts with outside Contractors.
- (b) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from losses, damages, expenses claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subsection (a) above.

43. EXAMINATION OF RECORDS

- (a) The Contractor agrees to maintain, using its standard procedures, and in accordance with Generally Accepted Accounting Principles, books, records, documents, and other evidence pertaining to the charges under this Contract to the extent and in such detail as will properly reflect all charges for which reimbursement is claimed under the provisions of this Contract.
- (b) The Contractor agrees to make available at the office of the Contractor at all reasonable times, and upon reasonable written notice, during the term of this Contract and the period set forth in Section 43(c) below, any of the records for inspection, audit, or reproduction by any authorized Commonwealth representative. To the extent allowed by law, the Commonwealth agrees to maintain any documents so provided in accordance with the confidentiality provisions in Section 25 (CONFIDENTIALITY).
- (c) The Contractor shall preserve and make available its records for a period of three (3) years from the date of final payment under this Contract:
 - (1) If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.
 - (2) Non-privileged records which relate to litigation or the settlement of claims arising out of the performance of this Contract, or charges under this Contract as to which exception has been taken by the auditors, shall be retained by the Contractor until such litigation, claims, or exceptions have been finally resolved.
- (d) Except for documentary evidence retained pursuant to Section 43(c)(2) above, the Contractor may in fulfillment of its obligation to retain its records as required by this Section substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two (2) years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Commonwealth with the concurrence of its auditors.
- (e) The provisions of this Section shall be applicable to and included in each subcontract hereunder. The term "subcontract" as used in this contract only, excludes purchase orders not exceeding \$1,000 and subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

44. SINGLE AUDIT ACT OF 1984

In compliance with the *Single Audit Act of 1984*, the Contractor agrees to the following:

- (a) This Contract is subject to audit by federal and state agencies or their authorized representative in accordance with the auditing standards promulgated by the Comptroller General of the United States and specified in *Government Auditing Standards*, 1994 Revisions (Yellow Book).
- (b) The audit requirement of this Contract will be satisfied if a single audit is performed under the provisions of the *Single Audit Act of 1984*, 31 U.S.C. § 7501, *et seq.*, and all rules and regulations promulgated pursuant to the Act.

- (c) The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial/compliance, economy/efficiency, or program results nature, if deemed necessary.
- (d) The Contractor further agrees to comply with requirements that may be issued by the state agency upon receipt of additional guidance received from the federal government regarding the *Single Audit Act of 1984*.

45. ENVIRONMENTAL PROTECTION

In carrying out this Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including the *Clean Streams Law*, Act of June 22, 1937, as amended; the *Pennsylvania Solid Waste Management Act*, Act of July 7, 1980 (P.L. 380, No. 97), as amended; and the *Dam Safety and Encroachment Act*, Act of November 26, 1978 (P.L. 1375, No. 325), as amended.

46. NONDISCRIMINATION CLAUSE/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

- (a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
- (c) The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- (d) The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.
- (e) The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction

Contractors”, each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.

- (f) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- (g) The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

47. CONTRACTOR INTEGRITY PROVISIONS

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

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

- (a) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
- (b) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
- (c) Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor’s Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.
- (d) Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
- (e) Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor’s Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.

- (f) Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
- (g) Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
- (h) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- (i) Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
 - (1) Approved in writing by the Commonwealth prior to its disclosure; or
 - (2) Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
 - (3) Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - (4) Necessary for purposes of Contractor's internal assessment and review; or
 - (5) Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - (6) Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
 - (7) Otherwise required by law.
- (j) Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with,

convicted of, or officially notified of a governmental determination of any of the following:

- (1) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (2) Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - i. obtaining;
 - ii. attempting to obtain; or
 - iii. performing a public contract or subcontract.

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

- (3) Violation of federal or state antitrust statutes.
- (4) Violation of any federal or state law regulating campaign contributions.
- (5) Violation of any federal or state environmental law.
- (6) Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- (7) Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
- (8) Violation of any federal or state law prohibiting discrimination in employment.
- (9) Debarment by any agency or department of the federal government or by any other state.
- (10) Any other crime involving moral turpitude or business honesty or integrity.

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

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

- (1) Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
- (2) Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

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

- (l) Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
- (m) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.
- (n) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
- (o) Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
- (p) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

- (q) For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph (q).
- (1) “Confidential information” means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
 - (2) “Consent” means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
 - (3) “Contractor” means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
 - (4) “Financial interest” means:
 - i. Ownership of more than a five percent interest in any business; or
 - ii. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - (5) “Gratuity” means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor’s Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b)*, shall apply.
 - (6) “Immediate family” means a spouse and any unemancipated child.
 - (7) “Non-bid basis” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
 - (8) “Political contribution” means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

48. ASSIGNMENT OF RIGHTS UNDER THE ANTITRUST LAWS

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by Contractor's suppliers resulting from violations of state and federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of this Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all rights, title, and interest in and to any claims Contractor now has or may hereafter acquire under state and federal antitrust laws relating to the goods and services which are subject to this Contract.

49. WARRANTIES

The Contractor warrants that the Services and Developed Works will conform in all material respects to the functional specifications for the Developed Works and/or the requirements of the Contract. The warranty period for the Services and Developed Works shall be ninety (90) days from final acceptance. The Contractor shall correct any non-conformity within the warranty period specified herein.

- (a) The Contractor hereby represents and warrants to the Commonwealth that the Contractor will not cause, or take any action that may directly or indirectly cause a disruption of the Commonwealth's operations.
- (b) In the event of any nonconformity with the foregoing warranties, the Commonwealth will provide written notification of such nonconformity to the Contractor and the Contractor, at no cost to the Commonwealth, shall within ten (10) days notice of the nonconformity, commence work to remedy the nonconformity and shall work diligently, at no charge to the Commonwealth, until such time as the deliverable conforms, in all material respects, to the functional specifications of the Developed Works set forth in this Contract. The Contractor shall have no obligation with respect to nonconformities arising out of: (a) modifications to Developed Materials made by the Commonwealth, (b) use of the Developed Materials not in accordance with the documentation or specifications applicable thereto, (c) failure by the Commonwealth to implement any corrections or enhancements made available by the Contractor, (d) combination of the Developed Materials with any items not supplied or approved by the Contractor, or (e) the failure of any software licensed under a separate license agreement to conform to its specifications or documentation.
- (c) Contractor warrants that it has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Developed Materials under this Contract.
- (d) THE FOREGOING EXPRESS WARRANTIES ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- (e) All warranties shall survive final acceptance.
- (f) In the event of an action or complaint by Commonwealth against Contractor pertaining to these warranties, Contractor may raise any defenses that it may have.

50. LIQUIDATED DAMAGES

- (a) By accepting this Contract, the Contractor agrees to the delivery and acceptance requirements of this Contract. If a Contract schedule is not met, the delay will interfere with the Commonwealth's program. In the event of any such delay, it would be impractical and extremely difficult to establish the actual damage for which the Contractor is the material cause. The Commonwealth and the Contractor therefore agree that, in the event of any such delay the amount of damage shall be the amount set forth in this Section 50 and agree that the Contractor shall pay such amount as liquidated damages, not as a penalty. Such liquidated damages are in lieu of all other damages arising from such delay.
- (b) The Commonwealth and Contractor agree that the Deliverables identified in the Payment Schedule set forth in this Contract as "Major Deliverables" (the "Major Deliverables") shall be those for which liquidated damages shall be applicable in the event of delay of their completion beyond the delivery date specified in the Contract. If Major Deliverables are not identified in the Contract, liquidated damages shall apply to the total value of the Contract.
- (c) The amount of liquidated damages for any such Major Deliverable not completed by the deliverable schedule set out in the Contract shall be three-tenths of a percent (.3%) of the price of the specifically identified Major Deliverable for each calendar day following the scheduled completion date of such Major Deliverable. Liquidated damages shall be assessed each calendar day until the date on which the Contractor completes such Major Deliverable, up to a maximum of thirty (30) calendar days. Contractor may recoup the total amount of liquidated damages assessed against previous Major Deliverables if the Contractor accelerates progress towards future Major Deliverables and meets the final project completion date set out in the Contract.
- (d) If, at the end of the thirty (30) day period specified in Section 50(c) above, the Contractor has not met the schedule for completion of the Major Deliverable, then the Commonwealth, at no additional expense and at its option, may either:
 - (1) immediately terminate the Contract and all software, documentation, reports, Developed Materials and any other materials provided for or created for the Commonwealth as a result of this Contract shall be given to the Commonwealth, and the Commonwealth shall be entitled to its remedies under Section 22(c); or
 - (2) order the Contractor to continue with no decrease in effort until the work is completed in accordance with the Contract and accepted by the Commonwealth or until the Commonwealth terminates the Contract. If the Contract is continued, any liquidated damages will also continue until the work is completed.
- (e) At the end of the Contract term, or at such other time(s) as identified in the Contract, liquidated damages shall be paid by the Contractor and collected by the Commonwealth by deducting them from the invoices submitted under this Contract or any other contract Contractor has with the Commonwealth, by collecting them through the performance security, if any, or by billing the Contractor as a separate item.
- (f) To the extent that the delay is caused by the Commonwealth, no liquidated damages will be applied.

- (g) If the delays are caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without their fault or negligence, the Contractor shall not be liable for liquidated damages for delays, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

51. FORCE MAJEURE

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contractor to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract.

52. NOTICE

Any written notice to any party under this Agreement shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address such party may designate by notice given pursuant to this section.

53. RIGHT-TO-KNOW LAW

- (a) The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of this provision #53, the term "the Commonwealth" shall refer to the contracting Commonwealth organization.
- (b) If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

- (c) Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:
- (1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - (2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- (d) If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- (e) The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- (f) If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- (g) The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (h) The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

- (i) The Contractor’s duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

54. GOVERNING LAW

This Contract shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law provisions. Except as set forth in Section 24 (CONTRACT CONTROVERSIES), Commonwealth and Contractor agree that the courts of the Commonwealth of Pennsylvania and the federal courts of the Middle District of Pennsylvania shall have exclusive jurisdiction over disputes under this Contract and the resolution thereof. Any legal action relating to this Contract must be brought in Dauphin County, Pennsylvania, and the parties agree that jurisdiction and venue in such courts is appropriate.

55. ARRA ADDENDUM

Contractor agrees that in consideration of receipt of Federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (“ARRA”) Funds, it shall comply with all of the terms, conditions, requirements and limitations set forth in Exhibit B (ARRA Addendum), which is incorporated herein as a material part of the Contract; provided, however, the requirements of Exhibit B shall only apply to those products and/or services purchased in whole or in part with ARRA funds.

56. RECYCLED MATERIALS

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified below.

**PAPER PRODUCTS
RECYCLED CONTENT**

(A) REQUIREMENT

All paper offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth must contain the minimum percentage of post-consumer content as shown below for the applicable products:

Item	Notes	Post-Consumer Content (%)
Printing and Writing Papers		
Reprographic	Business papers such as bond, electrostatic, copy, mimeo, duplicator and reproduction	30
Offset	Used for book publishing, commercial printing, direct mail, technical documents, and manuals	30
Tablet	Office paper such as note pads and	30

	notebooks	
Forms bond	Bond type papers used for business forms such as continuous, cash register, sales book, unit sets, and computer printout, excluding carbonless	30
Envelope	Wove	30
	Kraft, white and colored (including manila)	10
	Kraft, unbleached	10
	Excludes custom envelopes	
Cotton fiber	High-quality papers used for stationery, invitations, currency, ledgers, maps, and other specialty items	30
Text and cover	Premium papers used for cover stock, books, and stationery and matching envelopes	30
Supercalendered	Groundwood paper used for advertising and mail order inserts, catalogs, and some magazines	10
Machine finished groundwood	Groundwood paper used in magazines and catalogs	10
Papeteries	Used for invitations and greeting cards	30
Check safety	Used in the manufacture of commercial and government checks	10
Coated	Used for annual reports, posters, brochures, and magazines. Have gloss, dull, or matte finishes	10
Carbonless	Used for multiple-impact copy forms	30
File folders	Manila or colored	30
Dyed filing products	Used for multicolored hanging folders and wallet files	20
Index and card stock	Used for index cards and postcards	20
Pressboard	High-strength paperboard used in binders and report covers	20
Tags and tickets	Used for toll and lottery tickets, licenses, and identification and tabulating cards	20
Newsprint		
Newsprint	Groundwood paper used in newspapers	20
Commercial Sanitary Tissue Products		
Bathroom tissue	Used in rolls or sheets	20
Paper towels	Used in rolls or sheets	40
Paper napkins	Used in food service applications	30
Facial tissue	Used for personal care	10
General-purpose	Used in cleaning and wiping applications	40
Industrial wipers		

Paperboard and Packaging Products

Corrugated containers	Used for packaging and shipping a variety Of goods (<300 psi)	25
	(300 psi)	25
Solid fiber boxes	Used for specialized packaging needs such as dynamite packaging and army ration boxes	40
Folding cartons	Used to package a wide variety of foods, household products, cosmetics, pharmaceuticals, detergent, and hardware	40
Industrial paperboard	Used to create tubes, cores, cans and drums	45
Miscellaneous	Includes “chipboard” pad backings, book covers, covered binders, mailing tubes, game boards, and puzzles	75
Padded mailers	Made from kraft paper that is usually brown but can be bleached white	5
Carrierboard	A type of folding carton designed for multipack beverage cartons	10
Brown papers	Used for bags and wrapping paper	5

Miscellaneous Paper Products

Tray liners	Used to line food service trays. Often contain printed information.	50
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“Post-consumer” content is “material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer content is part of the broader category of recovered material.”

The Commonwealth of Pennsylvania recognizes that paper products are universally made with scrap material recovered from the manufacturing process; use of such materials is a standard practice, both efficient and economical for the paper maker; therefore, bidders of paper products need not certify that their products are made with “pre-consumer,” “recovered,” or “secondary” paper fiber.

(B) BIDDER’S CERTIFICATION

Bidder certifies that the paper product(s) which the bidder is offering contains the required minimum percentage of post-consumer content as shown above for the product.

(C) MANUFACTURER/MILL CERTIFICATION

In addition to the Bidders Certification in Subsection (B), a mill certification must be completed and signed by the mill before payment will be made to the successful bidder for the delivered items. The enclosed *Manufacturer/Mill* Certification form must be used. Bidders are not required to submit the completed and signed *Manufacturer/Mill* Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) ENFORCEMENT

Awarded bidders may be required, after delivery of the paper product(s), to provide the Commonwealth with documentary evidence that the paper product(s) were in fact produced with the required minimum percentage of post-consumer content.

EXHIBIT A

COMMONWEALTH OF PENNSYLVANIA BUSINESS ASSOCIATE AGREEMENT

WHEREAS, the [name of program and/or Department] (Covered Entity) and Contractor (Business Associate) intend to protect the privacy and 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 Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009), the HIPAA Privacy Rule (Privacy Rule), 45 C.F.R. Parts 160 and 164, and the HIPAA Security Rule (Security Rule), 45 C.F.R. Parts 160, 162 and 164, and all other applicable laws; and

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 Agreement and the standards established by applicable laws; and

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 Agreement and the standards established by HIPAA and the Security Rule and other applicable laws; and

NOW, THEREFORE, the parties to this Agreement set forth the following as the terms and conditions of their understanding.

1. Definitions.

- a. "Breach" shall have the meaning assigned to such term at 42 USCS § 17921 and HIPAA regulations at 45 C.F.R. § 164.402.
- b. "Business Associate" shall have the meaning given to such term under the Privacy and Security Rules, including but not limited to, 45 C.F.R. §160.103.
- c. "Covered Entity" shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 C.F.R. §160.103.
- d. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. "Privacy Rule" shall mean the standards for privacy of individually identifiable health information in 45 C.F.R. Parts 160 and 164.
- f. "Protected Health Information" or "PHI" shall have the meaning given to such term under HIPAA and the HIPAA Regulations in 45 C.F.R. Parts 160, 162 and 164, including, but not limited to 45 C.F.R. §160.103.
- g. "Security Rule" shall mean the security standards in 45 C.F.R. Parts 160, 162 and 164.
- h. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17,

2009), the HIPAA Privacy Rule (Privacy Rule), 45 C.F.R. Parts 160 and 164, and the HIPAA Security Rule (Security Rule), 45 C.F.R. Parts 160, 162 and 164.

2. **Stated Purposes For Which Business Associate May Use Or Disclose PHI.** The Parties hereby agree that Business Associate shall be permitted to use and/or disclose PHI provided by or obtained on behalf of Covered Entity for purposes state in Appendix A, except as otherwise stated in this Agreement.

NO OTHER USES OR DISCLOSURES OF PHI ARE PERMITTED.

3. **BUSINESS ASSOCIATE OBLIGATIONS:**

- a) **Security and Privacy Provisions Applicable to Business Associate.** Business Associate shall abide by the security and privacy provisions applicable to Covered Entities which are made applicable to the Business Associate by 42 USCS § 17931 and 17934.
- b) **Limits On Use And Further Disclosure Established By Agreement 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 Agreement or as Required by Law.
- c) **Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Agreement. 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.
- d) **Reports Of Improper Use Or Disclosure.** Business Associate hereby agrees that it shall report to the Covered Entity's Privacy Officer, or his designee, and the Covered entity's legal office, within two (2) days of discovery any Breach or use or disclosure of PHI not provided for or allowed by this Agreement (unless some more stringent standard applies under this Contract). Business Associate agrees to conduct reasonable diligence to discover improper use or disclosure of PHI.

Such notification shall be written and shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during the improper use or disclosure or Breach. An improper use or disclosure or Breach shall be treated as discovered by the Business Associate on the first day on which it is known to the Business Associate (including any person other than the person committing the Breach, that is an employee, officer, or other agent of the Business Associate) or should reasonably have been known to the Business Associate (or such person) to have occurred.

- d) **Reports Of Security Incidents.** In addition to following the Breach notification requirements in section 13402 of the HITECH Act and related regulations and guidance, Business Associate shall report to Covered Entity's Privacy Officer, or his designee, 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 Agreement.
- f) **Right Of Access To PHI.** 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 five (5) business days of receiving a written request from the Covered Entity or individual. 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 two (2) business days. Business associate shall further conform with and meet all of the requirements of 45 C.F.R. §164.524, 42 USCS § 17936(e), and other applicable laws.
- g) **Amendment And Incorporation Of Amendments.** Within five (5) 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 C.F.R. §164.526 and other applicable laws. If any individual requests an amendment from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity within five (5) business days.
- h) **Provide Accounting Of Disclosures.** Business Associate agrees to maintain a record of all disclosures of PHI in accordance with 45 C.F.R. §164.528, 42 USCS § 17935(c), and other applicable laws. 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 that 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 five (5) business days of a request for an accounting of disclosures, or within such other time as may be dictated by applicable law.
- 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 Agreement 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.

- k) **Maintenance of PHI.** Notwithstanding Section 5(j) of this Agreement, 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 Agreement for a period of six (6) years after termination of the Agreement, unless Covered Entity and Business Associate agree otherwise.
- l) **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 Agreement or the Privacy Rule. 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 Agreement or the Privacy Rule.
- m) **Training.** Business Associate will train all members of its workforce on its policies and procedures with respect to PHI as necessary and appropriate for the workforce members to carry out the functions required by this contract.
- n) **Sanction Procedures.** Business Associate agrees that it shall develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement or other applicable laws.
- o) **Grounds For Breach by Covered Entity.** Upon Business Associate's knowledge of a material breach by Commonwealth of this Business Associate Agreement, Business Associate shall notify Commonwealth of such breach and Commonwealth shall have at least thirty (30) days to cure such breach. In the event Commonwealth does not cure the breach, Business Associate shall have the right to report the violation to the Secretary. Notwithstanding any other language in this Agreement, the parties agree that termination by the Business Associate is infeasible.
- p) **Grounds For Breach.** Any non-compliance by Business Associate with this Agreement 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. Business Associate shall have thirty (30) days to cure such breach from the date of notice to cure by the Commonwealth. In the event Business Associate does not cure the breach, the Commonwealth shall have the right to immediately terminate this Agreement and the underlying agreement. If termination is infeasible, the Commonwealth shall report the violation to the Secretary.
- q) **Termination by Commonwealth.** Business Associate authorizes termination of this Agreement by the Commonwealth if the Commonwealth determines, in its sole discretion, that the Business Associate has violated a material term of this Agreement.
- r) **Failure to Perform Obligations.** In the event Business Associate fails to perform its obligations under this Agreement, 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 Agreement and applicable law.

- s) **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.

4. 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 applicable laws, 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 disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. §164.522 and other applicable laws, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. MISCELLANEOUS:

- a. **Regulatory References.** A reference in this Appendix to a section in the Privacy or Security Rules means the section as in effect or as amended as reasonably determined by the Covered Entity.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Appendix from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- c. **Survival.** The respective rights and obligations of Business Associate under section 5(i) of this Appendix shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Appendix shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules as reasonably determined by the Covered Entity.
- e. **Changes in Law.** Business Associate shall comply with all applicable privacy and security rules and regulations, including but not limited to HIPAA regulations and the HITECH Act and HITECH regulations which are now in effect or which take effect during the term of this contract.

Appendix A to Commonwealth of Pennsylvania Business Associate Agreement

**Permitted Uses and Disclosures
of Protected Health Information**

1. Purpose of Disclosure of PHI to Business Associate: To allow _____ to meet the requirements of Contract # _____.
2. Information to be Disclosed to Business Associate: _____.
3. Use to Effectuate Purpose of Agreement: _____ may use and disclose PHI to the extent contemplated by Contract # _____, and as permitted by law with Commonwealth approval and guidance.

EXHIBIT B

ARRA ADDENDUM

Implementation of the American Recovery and Reinvestment Act of 2009

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (“ARRA”) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases.

This agreement addendum addresses additional requirements applicable to ARRA funds. Subject to further guidance by the applicable Federal awarding agency, the following terms and conditions are consistent with the mandatory requirements for agreements funded by ARRA.

Be advised that ARRA funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of ARRA and related guidance. For projects funded by other sources in addition to ARRA funds, Contractors must keep separate records for ARRA funds and must ensure those records comply with the requirements of the ARRA.

The federal Government has not fully developed the implementing instructions of ARRA, particularly concerning specific procedural requirements for the new reporting requirements. The Contractor will be provided these details as they become available. The Contractor must comply with all requirements of ARRA. In the event there is any inconsistency between these ARRA requirements and current award terms and conditions, the ARRA requirements will take precedence.

Contractor agrees that in consideration of receipt of Federal ARRA Funds, it will comply with all of the terms, conditions, requirements and limitations set forth below:

Definitions

A. “ARRA funds” means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

B. “Contractor” is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

ARRA Terms & Conditions

1. **Revisions to Requirements.** Contractor acknowledges that this Addendum may be revised pursuant to ongoing guidance from the relevant Federal or Commonwealth agency regarding

requirements for ARRA funds. Contractor agrees to abide by any such revisions upon receipt of written notification from the Commonwealth of the revisions, which will automatically become a material part of this Addendum, without the necessity of either party executing any further instrument.

2. Reporting Requirements. Not later than 5 days after the end of each calendar quarter, or more frequently as directed by the Commonwealth, the Contractor shall submit a report to the Commonwealth that contains:

- (a) The total amount of ARRA funds received;
- (b) The amount of ARRA funds received that were expended or obligated to projects or activities;
- (c) A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
 - i) the name of the project or activity;
 - ii) a description of the project or activity;
 - iii) an evaluation of the completion status of the project or activity;
 - iv) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
 - v) for infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under ARRA, and name of the person to contact at the agency if there are concerns with the infrastructure investment;
- (d) Detailed information on any subcontracts or subgrants awarded by the Contractor must include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109–282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget;
- (e) If required by the Commonwealth, Contractor agrees to separately identify the expenditures for each award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the Contractor reports required by ARRA;
- (f) If required by the Commonwealth, Contractor shall submit backup documentation for expenditures of ARRA funds including such items as timecards and invoices. Contractor shall provide copies of backup documentation at the request of the Commonwealth.

3. Registrations and Identification Information

- (a) Contractor must maintain current registrations in the Center Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with ARRA funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

(b) If applicable, the Contractor agrees to separately identify to each sub-contractor and document at the time of award of contract or approval of application and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of ARRA funds.

4. Flow Down Requirement. Contractor must include these ARRA Terms and Conditions in any subcontract.

5. Prohibition on Use of Funds. No ARRA funds may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool, or any other items prohibited by ARRA.

6. Required Job Posting. To ensure Pennsylvanians have the utmost opportunity to be hired for jobs created through the receipt of ARRA funding, all Contractors shall post jobs they create or seek to fill as a result of receiving ARRA funding to the PA CareerLink® system at www.pacareerlink.state.pa.us . Contractors can locate their local PA CareerLink® office through the same website or by calling 1-866-858-2753. Staff at local PA CareerLinks® can assist Contractors with posting positions and explain how to retrieve resumes or applications within the system.

7. Wage Rate Requirements. Section 1606 of ARRA requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

8. Whistleblower Provision.

(a) An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of:

- (1) gross mismanagement of an agency contract or grant relating to covered funds;
- (2) a gross waste of covered funds;
- (3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- (4) an abuse of authority related to the implementation or use of covered funds; or
- (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

(b) A person who believes that the person has been subjected to a reprisal prohibited by subsection (a) may submit a complaint regarding the reprisal to the appropriate U.S. Office of the Inspector General.

(c) Any employer receiving covered funds under ARRA, shall post notice of the rights and remedies as required by Section 1553 of ARRA. See www.recovery.gov.

9. Duty to Report Fraud. Contractors and subcontractors shall promptly refer to the U.S. Office of Inspector General and Commonwealth Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person will or has: 1) submitted a false claim under the False Claims Act; 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, ethics or similar misconduct involving ARRA funds; or 3) engaged in misuse, gross waste, gross mismanagement or abuse of authority related to the use or award of ARRA funds.

10. Environmental and Preservation Requirements. The Contractor shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the awarding Federal agency to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, the Clean Air Act, the Federal Water Pollution and Control Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the Contractor to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. The Contractor shall not undertake any project having the potential to impact EHP resources without the prior approval of the awarding Federal agency, including but not limited to communication towers, physical security enhancements, new construction, and modification to buildings that are 50 years old or greater. The Contractor must comply with all conditions placed on the project as a result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Contractor must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the Contractor will immediately cease construction in that area and notify the awarding Federal agency and the Pennsylvania Historical and Museum Commission. Any construction activities that have been initiated prior to the full environmental and historic preservation review will result in a non-compliance finding.

11. No Contracts with Debarred or Suspended Entities. The Contractor shall not enter into any contract or subcontract with any party that has been debarred or suspended from either:

- (a) contracting with the Federal Government or the Commonwealth; or
- (b) participating in any Federal or Commonwealth assistance programs.

12. Prohibition on Lobbying.

(a) The Contractor covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any Agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Agreement.

(b) Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) and any applicable regulations are incorporated by reference and the Contractor agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

13. Nondiscrimination Provisions. The Contractor covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Contractor's

performance under this Agreement. Accordingly, and to the extent applicable, the Contractor covenants and agrees to comply with the following:

- (a) On the basis of race, color or national origin, in Title V I of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) as implemented by applicable regulations.
- (b) On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 (3 CFR, 1964-1965 Comp. pg. 339), as implemented by applicable regulations.
- (c) On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by applicable regulations.
- (d) On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by applicable regulations.
- (e) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by applicable regulations.

14. DBE Provisions. The Contractor shall comply with all applicable federal Disadvantaged Business Enterprises (DBE) requirements related to DBE programs. In the event there are no federal DBE programs applicable to this agreement, the Contractor shall comply with the Pennsylvania Department of General Services (DGS) policy for contracting (http://www.portal.state.pa.us/portal/server.pt/community/bureau_of_minority_and_women_business_opportunities/1358). In the event this agreement is a grant agreement not covered by federal DBE requirements, the Contractor shall use reasonable and good faith efforts to solicit and utilize DGS-certified Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) for those contracting, subcontracting and purchase opportunities that exist and report utilization to DGS.

15. Access to Records. Contractor agrees that with respect to each agreement using, in whole or in part, ARRA funds, any representative of an appropriate U.S. Inspector General appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the U.S. Comptroller General is authorized:

- (a) to examine any records of the Contractor, any of its subcontractors, or any state or local agency administering such contract that pertain to, and involve transactions relating to the contract; and
- (b) to interview any officer or employee of the contractor, subcontractor or agency regarding such transactions.

16. Records Retention. The Contractor shall retain all such contract records intact in a form, if not original documents, as may be approved by the Federal Government, for at least three (3) years following termination of a project funded by ARRA or for such longer period of time as required by the Commonwealth.

17. Access to Information. This contract and any records or expenditures related thereto may be subject to disclosure under the Pennsylvania Right to Know Law 65 P.S. 67.101 *et seq.* and the Freedom of Information Act, 5 U.S.C. §552.

18. Compliance. The Contractor shall comply with all applicable laws, regulations and program guidance. A non-exclusive list of statutes, regulations and/or guidance commonly applicable to Federal funds follows:

General

- Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.; 32 CFR part 26, Subpart B
- Copeland “Anti-Kickback Act”, 18 U.S.C. Section 874; 29 CFR Part 3
- Contract Work Hours and Safety Standards Act, 40 U.S.C. §§327-330; 29 CFR Part 5
- Americans with Disabilities Act of 1990, as amended; 42 U.S.C. Chapter 126; 28 C.F.R. §35.101 et seq.

Administrative Requirements

- OMB Circular A-102, State and Local Governments (10/07/94, amended 08/28/07) (44 CFR Part 13)
- OMB Circular A-110, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (11/19/93, amended 09/30/99) (2 CFR Part 215)

Cost Principles

- OMB Circular A-87, State and Local Governments (05/10/04) (2 CFR Part 225)
- OMB Circular A-21, Educational Institutions (5/10/04) (2 CFR Part 220)
- OMB Circular A-122, Non-Profit Organizations (5/10/04) (2 CFR Part 230)

Audit Requirement

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (6/24/97, includes revisions published in the Federal Register 6/27/03)

19. Buy American - Use of American Iron, Steel, and Manufactured Goods.

Please use subsections I and II in the alternative as detailed below:

I. The following shall apply for Projects using ARRA funds for the construction, alteration, maintenance, or repair of a public building or public work when:

- ***the estimated value of the project is less than \$7,443,000; or***
- ***the procurement is being conducted by local governments and municipalities; or***
- ***the specific item being procured is not covered under the World Trade Organization Agreement on Government Procurement or other international procurement agreement. (e.g. mass transit or highway procurements, dredging service procurements, or national defense-related procurements).***

(a) *Requirement.* All iron, steel, and other manufactured goods used as construction material for the construction, alteration, maintenance, or repair of a public building or public work must be produced in the United States. This requirement shall be applied in a manner that is consistent with the laws and agreements of the United States and the Commonwealth of Pennsylvania.

(b) *Definitions.*

1. “Building or work” means construction, maintenance, alteration, or repair. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies, or equipment

(whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not “building” or “work” within the meaning of this definition unless conducted in connection with and at the site of such building or work as is described in the foregoing sentence, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project.

2. “Construction material” means an article, material, or supply brought to the construction site by the recipient, subrecipient or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

3. “Domestic construction material” means:

(i) An unmanufactured construction material mined or produced in the United States;
or

(ii) A construction material manufactured in the United States.

4. “Foreign construction material” means a construction material other than a domestic construction material.

5. “Manufactured good or product” means a good or product used as construction material in a project that is the result of processing materials by way of machinery and/or labor that produce a substantially different article. Where the basic character, function, or kind of material processed remains the same, it is not manufactured.

6. "Manufactured construction material" means any construction material that is not unmanufactured construction material."

7. “Public building or public work” means building or work, the construction, alteration, maintenance, or repair of which, as defined in this award term, is carried on directly by authority of, or with funds of, a Federal agency to serve the interest of the general public regardless of whether title thereof is in a Federal agency.

8. “Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

9. "Unmanufactured construction material" means raw material brought to the construction site for incorporation into the building or work that has not been:

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

10. “United States” means the 50 States, the District of Columbia, and outlying areas including:

(i) Commonwealths: (a) Puerto Rico; (b) The Northern Mariana Islands;

(ii) Territories: (a) American Samoa; (b) Guam; (c) U.S. Virgin Islands; and

(iii) Minor outlying islands: (a) Baker Island; (b) Howland Island; (c) Jarvis Island; (d) Johnston Atoll; (e) Kingman Reef; (f) Midway Islands; (g) Navassa Island; (h) Palmyra Atoll; (i) Wake Atoll.

(c) *Domestic preference.*

1. This award term and condition implements Section 1605 of ARRA, by requiring that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States.

2. The recipient shall use only domestic construction material in performing this project, except as provided in paragraph (c)(3) and (c)(4) of this term and condition.

3. This requirement does not apply to the construction material or components listed by the Government as follows:

[Award official to list applicable excepted materials or indicate “none”]

4. The award official may add other foreign construction material to the list in paragraph (c)(3) of this term and condition if the Federal government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of domestic iron, steel, or other manufactured goods used as construction material in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of ARRA to a particular construction material would be inconsistent with the public interest.

(d) *Request for determination of inapplicability of Section 1605 of ARRA.*

1. (i) Any request to use foreign construction material in accordance with paragraph (c)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(a) A description of the foreign and domestic construction materials;

(b) Unit of measure;

(c) Quantity;

(d) Price;

(e) Time of delivery or availability;

(f) Location of the construction project;

(g) Name and address of the proposed supplier; and

(h) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (e) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after award shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before award. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

2. If the Federal government determines after award that an exception to section 1605 of ARRA applies, the award official will amend the award to allow use of the foreign construction material. When the basis of the exception is non-availability or public interest, the amended award shall reflect adjustment of the award amount or redistribution of budgeted funds, as appropriate, to cover costs associated with acquiring or using the foreign construction material. When the basis for the exception is the unreasonable price of a domestic construction material, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

3. Unless the Federal government determines that an exception to section 1605 of ARRA applies, use of foreign construction material is noncompliant with section 1605 of ARRA.

(e) *Data.* To permit evaluation of requests under paragraph (d) of this clause based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

1. [List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]
2. [Include other applicable supporting information.]
3. [* Include all delivery costs to the construction site.]

II. The following shall, in addition to the Pennsylvania Steel Products Procurement Act, 73 P.S. Sections 1881-1887, apply for Projects using ARRA funds for the construction, alteration, maintenance, or repair of a public building or public work with an estimated value of \$7,443,000 or more:

(a) *Requirement.* All iron and steel used in the construction, reconstruction, alteration or repair of a public building or public work must be manufactured in the United States. All other manufactured goods used as construction material for the construction, alteration, maintenance, or repair of a public building or public work must be produced in the United States or a designated country. This requirement shall be applied in a manner that is consistent with the laws and agreements of the United States and the Commonwealth of Pennsylvania.

(b) *Definitions.* As used in this award term and condition:

1. "Building or work" includes, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not "building" or "work" within the meaning of this definition unless conducted in connection with and at the site of such building or work as is described in the foregoing sentence, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project.

2. "Construction material" means iron, steel, and other manufactured goods used as construction material brought to the construction site by the recipient, subrecipient, or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

3. "Designated country" means: Aruba, Australia, Austria, Belgium, Bulgaria, Chile, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom.

4. "Designated country construction material" means a construction material that

(i) Is wholly the growth, product, or manufacture of a designated country; or

(ii) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into

a new and different construction material distinct from the materials from which it was transformed.

5. "Domestic construction material" means:

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States.

6. "Foreign construction material" means a construction material other than a domestic construction material.

7. "Manufactured construction material" means any construction material that is not unmanufactured construction material."

8. "Public building or public work" means building or work, the construction, alteration, maintenance, or repair of which, as defined in this Subpart, is carried on directly by authority of, or with funds of, a Federal agency to serve the interest of the general public regardless of whether title thereof is in a Federal agency.

9. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

10. "Unmanufactured construction material" means raw material brought to the construction site for incorporation into the building or work that has not been--

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

11. "United States" means the 50 States, the District of Columbia, and outlying areas.

(c) Construction materials.

1. This award term and condition implements

(i) Section 1605(a) of the American ARRA, by requiring that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of ARRA do not apply to designated country construction materials. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used as construction material in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services, or where the iron, steel or manufactured goods used as construction material in the project are from a least developed country. This obligation shall only apply to projects with an

estimated value of \$7,443,000 or more.

2. The recipient shall use only domestic or designated country construction material in performing the work funded in whole or part with this award, except as provided in paragraphs (c)(3) and (c)(4) of this term and condition.

3. The requirement in paragraph (c)(2) of this term and condition does not apply to the construction materials or components listed by the Government as follows:

[Award official to list applicable excepted materials or indicate "none"]

4. The award official may add other construction material to the list in paragraph (c)(3) of this award term and condition if the Federal government determines that:

- (i) The cost of domestic construction material would be unreasonable. The cost of domestic iron, steel, or other manufactured goods used as construction material in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;
- (ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or
- (iii) The application of the restriction of section 1605 of ARRA to a particular construction material would be inconsistent with the public interest.

(d) *Request for determination of inapplicability of section 1605 of ARRA or the Buy American Act.*

- 1. (i) Any recipient request to use foreign construction material in accordance with paragraph(c)(4) of this term and condition shall include adequate information for Government evaluation of the request, including—
 - (a) A description of the foreign and domestic construction materials;
 - (b) Unit of measure;
 - (c) Quantity;
 - (d) Price;
 - (e) Time of delivery or availability;
 - (f) Location of the construction project;
 - (g) Name and address of the proposed supplier; and
 - (h) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph(c)(4) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (e) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty.
- (iv) Any recipient request for a determination submitted after award shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before award. If the recipient does not

submit a satisfactory explanation, the award official need not make a determination.

2. If the Federal government determines after award that an exception to section 1605 of ARRA applies and the award official will amend the award to allow use of the foreign construction material. When the basis of the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount or redistribution of budgeted funds, as appropriate, to cover costs associated with acquiring or using the foreign construction material. When the basis for the exception is the unreasonable price of a domestic construction material, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in paragraph (c)(4)(i) of this term and condition.

3. Unless the Federal government determines that an exception to the section 1605 of ARRA applies, use of foreign construction material other than designated country construction material is noncompliant with the applicable Act.

(e) *Data.* To permit evaluation of requests under paragraph (d) of this clause based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit Measure	of Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site].

EXHIBIT C

SOFTWARE LICENSE REQUIREMENTS

This Exhibit shall be attached to and made a material part of Software Publisher's Software License Agreement (collectively the "Agreement") between Licensor and the Commonwealth of Pennsylvania ("Commonwealth"). The terms and conditions of this Exhibit shall supplement, and to the extent a conflict exists, shall supersede and take precedence over the terms and conditions of Software Publisher's Software License Agreement.

- 1. Enterprise Language:** The parties agree that more than one agency of the Commonwealth may license products under this Agreement, provided that any use of products by any agency must be made pursuant to one or more executed purchase orders or purchase documents submitted by each applicable agency seeking to use the licensed product. The parties agree that, if the licensee is a "Commonwealth Agency" as defined by the Commonwealth Procurement Code, 62 Pa.C.S. § 103, the terms and conditions of this Agreement apply to any purchase of products made by the Commonwealth, and that the terms and conditions of this Agreement become part of the purchase document without further need for execution. The parties agree that the terms of this Agreement supersede and take precedence over the terms included in any purchase order, terms of any shrink-wrap agreement included with the licensed software, terms of any click through agreement included with the licensed software, or any other terms purported to apply to the licensed software.
- 2. Choice of Law/Venue:** This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws.
- 3. Indemnification:** The Commonwealth does not have the authority to and shall not indemnify any entity. The Commonwealth agrees to pay for any loss, liability or expense, which arises out of or relates to the Commonwealth's acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the Commonwealth is established by a court of law or where settlement has been agreed to by the Commonwealth. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law or pursuant to any other provision of this Agreement. This provision shall not be construed to limit the sovereign immunity of the Commonwealth.
- 4. Patent, Copyright, Trademark, and Trade Secret Protection:**
 - a) The Licensor shall, at its expense, defend, indemnify and hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, or trademarks, or for a misappropriation of a United States trade secret arising out of performance of this Agreement (the "Claim"), including all licensed products provided by the Licensor. For the purposes of this Agreement, "indemnify and hold harmless" shall mean the Licensor's specific, exclusive, and limited obligation to (a) pay any judgments, fines, and penalties finally awarded by a court or competent jurisdiction, governmental/administrative body or any settlements reached pursuant to Claim and (b) reimburse the Commonwealth for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The Commonwealth agrees to give Licensor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth

Attorneys Act 71 P.S. § 732-101, et seq., the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion, delegate to Licensor its right of defense of a Claim and the authority to control any potential settlements thereof. Licensor shall not without the Commonwealth's consent, which shall not be unreasonably withheld, conditioned, or delayed, enter into any settlement agreement which (a) states or implies that the Commonwealth has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the Commonwealth to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the Commonwealth to make a payment which Licensor is not obligated by this Agreement to pay on behalf of the Commonwealth. If OAG delegates such rights to the Licensor, the Commonwealth will cooperate with all reasonable requests of Licensor made in the defense and or settlement of a Claim. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing at its own expense and without derogation of Licensor's authority to control the defense and settlement of a Claim. It is expressly agreed by the Licensor that, in the event it requests that the Commonwealth to provide support to the Licensor in defending any such Claim, the Licensor shall reimburse the Commonwealth for all necessary expenses (including attorneys' fees, if such are made necessary by the Licensor's request) incurred by the Commonwealth for such support. If OAG does not delegate to Licensor the authority to control the defense and settlement of a Claim, the Licensor's obligation under this section ceases. If OAG does not delegate the right of defense to Licensor, upon written request from the OAG, the Licensor will, in its sole reasonable discretion, cooperate with OAG in its defense of the suit.

- b) The Licensor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all licensed products provided under this Agreement do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties.
- c) If the right of defense of a Claim and the authority to control any potential settlements thereof is delegated to the Licensor, the Licensor shall pay all damages and costs finally awarded therein against the Commonwealth or agreed to by Licensor in any settlement. If information and assistance are furnished by the Commonwealth at the Licensor's written request, it shall be at the Licensor's expense, but the responsibility for such expense shall be only that within the Licensor's written authorization.
- d) If, in the Licensor's opinion, the licensed products furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Licensor's obligation to satisfy any final award, the Licensor may, at its option and expense, substitute functional equivalents for the alleged infringing licensed products, or, at the Licensor's option and expense, obtain the rights for the Commonwealth to continue the use of such licensed products.
- e) If any of the licensed products provided by the Licensor are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, the Licensor shall, at its own expense and at its option, either procure the right to continue use of such infringing

products, replace them with non-infringing items, or modify them so that they are no longer infringing.

- f) If use of the licensed products is enjoined and the Licensor is unable to do any of the preceding set forth in item (e) above, the Licensor agrees to, upon return of the licensed products, refund to the Commonwealth the license fee paid for the infringing licensed products, pro-rated over a sixty (60) month period from the date of delivery plus any unused prepaid maintenance fees.
- g) The obligations of the Licensor under this Section continue without time limit and survive the termination of this Agreement.
- h) Notwithstanding the above, the Licensor shall have no obligation under this Section 4 for:
 - (1) modification of any licensed products provided by the Commonwealth or a third party acting under the direction of the Commonwealth;
 - (2) any material provided by the Commonwealth to the Licensor and incorporated into, or used to prepare the product;
 - (3) use of the Software after Licensor recommends discontinuation because of possible or actual infringement and has provided one of the remedy's under (e) or (f) above;
 - (4) use of the licensed products in other than its specified operating environment;
 - (5) the combination, operation, or use of the licensed products with other products, services, or deliverables not provided by the Licensor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Licensor did not provide;
 - (6) infringement of a non-Licensor product alone;
 - (7) the Commonwealth's use of the licensed product beyond the scope contemplated by the Agreement; or
 - (8) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Licensor at no charge.
- i) The obligation to indemnify the Commonwealth, under the terms of this Section, shall be the Licensor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

5. Virus, Malicious, Mischievous or Destructive Programming: Licensor warrants that the licensed product as delivered by Licensor does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the licensed products (each a "Virus").

The Commonwealth's exclusive remedy, and Licensor's sole obligation, for any breach of the foregoing warranty shall be for Licensor to (a) replace the licensed products with a copy that does not contain Virus, and (b) if the Commonwealth, has suffered an interruption in the availability of

its computer system caused by Virus contained in the licensed product, reimburse the Commonwealth for the actual reasonable cost to remove the Virus and restore the Commonwealth's most recent back up copy of data provided that:

- the licensed products have been installed and used by the Commonwealth in accordance with the Documentation;
- the licensed products has not been modified by any party other than Licensor;
- the Commonwealth has installed and tested, in a test environment which is a mirror image of the production environment, all new releases of the licensed products and has used a generally accepted antivirus software to screen the licensed products prior to installation in its production environment.

Under no circumstances shall Licensor be liable for damages to the Commonwealth for loss of the Commonwealth's data arising from the failure of the licensed products to conform to the warranty stated above.

6. Limitation of Liability: The Licensor's liability to the Commonwealth under this Agreement shall be limited to the greater of (a) the value of any purchase order issued; or (b) \$250,000. This limitation does not apply to damages for:

- (1) bodily injury;
- (2) death;
- (3) intentional injury;
- (4) damage to real property or tangible personal property for which the Licensor is legally liable; or
- (5) Licensor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection.

In no event will the Licensor be liable for consequential, indirect, or incidental damages unless otherwise specified in the Agreement. Licensor will not be liable for damages due to lost records or data.

7. Termination:

- a) Licensor may not terminate this Agreement for non-payment.
- b) The Commonwealth may terminate this Agreement without cause by giving Licensor thirty (30) calendar days prior written notice whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth.

8. Background Checks: Upon prior written request by the Commonwealth, Licensor must, at its expense, arrange for a background check for each of its employees, as well as for the employees of its subcontractors, who will have on site access to the Commonwealth's IT facilities. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.portal.state.pa.us/portal/server.pt?open=512&objID=4451&&PageID=458621&level=2&css=L2&mode=2>. The background check must be conducted prior to initial access by an IT employee and annually thereafter.

Before the Commonwealth will permit an employee access to the Commonwealth's facilities, Licensor must provide written confirmation to the office designated by the agency that the

background check has been conducted. If, at any time, it is discovered that an employee has a criminal record that includes a felony or misdemeanor involving terrorist threats, 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, Licensor 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 to Commonwealth facilities or systems, unless the agency consents, in writing, prior to the access being provided. The agency may withhold its consent at its sole discretion. Failure of Licensor to comply with the terms of this paragraph may result in default of Licensor under its contract with the Commonwealth.

- 9. **Confidentiality:** Each party shall treat the other party’s confidential information in the same manner as its own confidential information. The parties must identify in writing what is considered confidential information.
- 10. **Publicity/Advertisement:** The Licensor must obtain Commonwealth approval prior to mentioning the Commonwealth or a Commonwealth agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.
- 11. **Signatures:** The fully executed Agreement shall not contain ink signatures by the Commonwealth. The Licensor understands and agrees that the receipt of an electronically-printed Agreement with the printed name of the Commonwealth purchasing agent constitutes a valid, binding contract with the Commonwealth. The printed name of the purchasing agent on the Agreement represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Agreement. The printed name also indicates that all approvals required by Commonwealth contracting procedures have been obtained.

Software Publisher acknowledges and agrees the terms and conditions of this Exhibit shall supplement, and to the extent a conflict exists, shall supersede and take precedence over the terms and conditions of Software Publisher’s Software License Agreement.

IN WITNESS WHEREOF, Software Publisher has executed this Exhibit to Software Publisher’s Software License Agreement on the date indicated below.

Witness:	Software Publisher
_____	_____
Signature	Signature
_____	_____
Date	Date
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

By: _____ [Signature Affixed Electronically]
Deputy Secretary Date

APPROVED:

[Signature Affixed Electronically]
Comptroller Date

APPROVED AS TO FORM AND LEGALITY:

[Signature Affixed Electronically]
Office of Chief Counsel Date

[Signature Affixed Electronically]
Office of General Counsel Date

[Signature Affixed Electronically]
Office of Attorney General Date



GLOBAL TEL*LINK'S
FOR THE
PENNSYLVANIA DEPARTMENT OF CORRECTION'S
KIOSK AND KIOSK SERVICES

Request for Proposal #6100021729

August 30, 2012
Revised by Negotiations

Submitted by:

Global Tel*Link  **2609 Cameron Street**  **Mobile, Alabama 36607**

Contact:
Jim Beamer, Account Executive
Telephone: (610) 621-2249
E-Mail: jbeamer@gtl.com

Contact:
Rae Pearson, RFP Director
Telephone: (317) 558-3151
Toll Free Phone: (800) 941-1068
Toll Free Fax: (800) 941-1062
Email: rpearson@gtl.net

Pennsylvania Department of Corrections
Request for Proposal #6100021729
Kiosk and Kiosk Services
Technical Submittal





Insert Cover Letter



Insert cover letter



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**COMMONWEALTH OF PENNSYLVANIA
 OFFICE FOR INFORMATION TECHNOLOGY
 RFP# 6100021729**

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

Offeror Information:	
Offeror Name	Global Tel* Link
Offeror Mailing Address	6612 East 75 th Street, 4 th Floor, Indianapolis, IN 46250
Offeror Website	http://www.gtl.net
Offeror Contact Person	Jim Beamer
Contact Person's Phone Number	703-843-7630
Contact Person's Facsimile Number	(703) 620-9376
Contact Person's E-Mail Address	jbeamer@gtl.net
Offeror Federal ID Number	631071001
Offeror SAP/SRM Vendor Number	15657

Submittals Enclosed and Separately Sealed:	
X	Technical Submittal
X	Disadvantaged Business Submittal
X	Cost Submittal

<i>Signature</i>	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:	
Printed Name	
Title	

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



II-1 Statement of the Problem. State in succinct terms your understanding of the problem presented or the service required by this RFP.

 **Response:** GTL understands and complies.

GTL understands the objectives of the Pennsylvania Department of Corrections (DOC) are trying to solve with the issuance of this RFP. The DOC desires to partner with a provider that can deliver a comprehensive turnkey solution allowing offenders to obtain a variety of services including:

- Commissary Account and Ordering Access
- Email
- MP3 Player/Media Services
- Offender Account Information
- Facility Service Requests
- Offender Grievances
- Video Visitation

These services will be available to offenders throughout PA DOC and will be delivered with solutions designed with the DOC's specific correctional environment in mind. . We understand the DOC desires a convenient method for friends and family members to deposit funds into an offender's account through a secure lobby kiosk while providing the DOC with the visibility into all EFT transactions and their respective detail. We understand the kiosk functionality and our hosting/management of the functionality will provide an opportunity to the DOC to improve safety, cost and generate operational efficiencies.

This RFP further demonstrates the DOC is seeking a business partner that can:

- Meet your goals of dealing with a company that has the financial ability to provide the PADOCC with the highest level of equipment and service for the entire life of the contract and is willing to respond to changing needs during the contract period.
- Provision and deploy all equipment required to provide a scalable turnkey Kiosk solution.
- Provide a network capable of handling almost 1000 kiosks located throughout the Department of Corrections.
- Project manage and implement services to assure a timely execution of the procured services, as well as integration of existing information.



- Provide administrative and operational support services to meet the PADOc's requirements and service levels
- Provide the necessary staff and support facilities to meet the required maintenance levels
- Provide the tools necessary to operate, back up, and recover the kiosk solution services
- Provide continued enhancements to the Kiosk offering
- Provide a modern MP3 solution to replace the archaic cassette tapes used by offenders
- To provide customer service and support to meet the needs of inmates' families and friends and DOC authorized system users for administrative functionality.
- Provide a high level of continuing training necessary to support the Kiosks
- Provide all services at no cost to the DOC while returning a rebate to the DOC on select services

GTL has an in-depth, unparalleled knowledge of your facility operations because of our unique knowledge as your inmate telephone provider. It is, also, the continued service requirements and overall compliance with the DOC's request for a Turn-Key Kiosk System that must be met. GTL understands that after installation the need to provide qualified timely support is key to our relationship. GTL has been working with each of the DOC facilities since 2007 and knows the issues specific to each facility. Having worked in a DOC environment since 1989, GTL knows to provide equipment that is case hardened and inmate proof. We know that the kiosks both inmate and lobby need to be user friendly for the inmate as well as family and friends. Ease of access is another key factor for the Family and Friends; GTL is working to make the 33 lobby kiosks already located within County facilities in the Commonwealth available to Family and Friends of the PADOc inmates, which will limit the need for long travel times to make a deposit. These facilities are already using GTL's EFT solution for funding offender trust and Family and Friends telephone accounts.

GTL believes that as you continue to review our response to the RFP you will see that not only does GTL have a complete understanding of the problems facing the DOC but GTL also has the solutions that meet or exceed the requirements.



II- 2 Management Summary. Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

 **Response:** GTL understands and complies.

Global Tel*Link (“GTL”) is pleased to respond to Commonwealth of Pennsylvania’s Office of Information Technology Request for Proposal Solicitation Number RFP# 6100021729 “Department of Correction’s Kiosk & Kiosk Services”

GTL will serve as the Prime contractor and will assume total responsibility for the success of the contract, including contractual obligations and the management of our SDB partner and subcontractor. GTL will provide the full scope of requested services, features, and functionalities. **GTL will deliver the required services in the same professional manner as we have we have delivered inmate telephone service for PA DOC since 2006.**



GTL as the largest technology provider in the inmate industry is able to provide the best network infrastructure to host the kiosk solution that we are proposing. GTL has had more experience with integrating applications such as commissary, banking and phones than any other provider in the market place.

GTL offers its clients a full suite of correctional technology applications and solutions to assist our clients meet their dynamic objectives. Technology leadership and innovation are hallmarks of GTL’s heritage and corporate culture and these underlie our ability to deliver the best value and solutions to our clients; whether small facilities with only a few detainees or large departments of corrections with multiple facilities and thousands of offenders. This is a testament to GTL’s project management ability. GTL begins with an executable plan developed in conjunction with the DOC so that current management practices are applied to the functions of the kiosk and to ensure that communication, risk, issue and change management are properly addressed.

We have successfully deployed secure automated payment programs for inmates and their friends and family members across our client base. In support of our clients, we offer a full suite of automated payment solutions including, kiosks, IVR and web, which are identical to the services desired by this RFP. **GTL as a pioneer in the industry, has finished the installation of a new inmate telephone system at the South Carolina DOC. GTL is now beginning the installation of 400 in-pod kiosks for South Carolina.** GTL is the first company to deploy a fully integrated and automated



payment channel including kiosks, IVR and Web for a state DOC. As evidence of our ability to safely and reliably process transactions, GTL knows how to handle deposits. **GTL processed over 7.6M automated payment transactions totaling \$231M! for our customers nationwide last year.**

GTL has assembled recognized leaders in their field of expertise to provide innovative solutions to the requirements of this RFP.

We have provided a summary of each team member, their qualifications and services provided as part of the GTL team.





CORE Systems



GTL possesses the *exclusive license* to utilize the underlying software and intelligence of CORE Systems for the in pod kiosk functionality including inmate messaging, MP3 media purchases and investigative technology. Core is a leading correctional industry biometrics and identity management company. Core has a longstanding and proven history of providing ground-breaking technologies for the correctional environment. Core brings over 12 years experience and success in solving complex challenges in the correctional industry using cutting edge technology.

Mid-Atlantic Consultants – PA SDB

While highly trained, full-time GTL employees perform the primary functions related to our services, to meet GTL's long term Goal of using 25% MBE/SWBE/SDB participation in our contracting, we aggressively solicit the subcontracted participation of legitimate and qualified small business, minority, or women owned enterprises to perform particular services (e.g. local maintenance / installation), or to provide goods in support of the systems and services GTL provides.

GTL is partnering with a Commonwealth of Pennsylvania SDB qualified firm, Mid-Atlantic Consultants, to manage and perform the Installation, local on-site repair and maintenance of equipment associated with this project, provide all necessary hardware for this solution and the collection of cash deposits at the lobby kiosks.

Mid-Atlantic's executive, Joann Muraglia, will serve as the project manager for our partnership. Joann has over 18 years of continuous and direct experience in the unique requirements of correctional and public access phone systems and associated technical services. She has worked with the City of Philadelphia since 1999 and has served as GTL's Field Service Manager on several County facilities within the Commonwealth and as a Field Service Manger with GTL for the New Jersey Department of Corrections.

GTL has architected a solution for the Pennsylvania Department of Corrections (PADOC) that provides the economic, technical, and operational and Small Diverse Business Participation the PADOC needs to meet its requirements today and in the future. GTL has assembled a team of experienced professional familiar with the PADOC, your needs and requirements. Our experts will provide a premier solution that combines the experience, knowledge, technology, and quality services required to support the PADOC.



Solution Overview

GTL is aware of Pennsylvania Department of Correction's business requirements and will always conduct business according to PADOCC expectations. As we improve and add products and features to our portfolio, PADOCC will have access to these emerging technologies. We are there for our clients and customers, as proven by the commitment we have to our current customer base including the Pennsylvania Department of Corrections.

GTL will host and provide all the necessary labor, equipment, materials, and training to install and maintain standalone style in-pod kiosks that are capable of providing, commissary ordering, incoming and outgoing email, offender MP3 services, offender account information and facility services. In the future at the discretion of the DOC services such as offender medical triage, Video Visitation, and inmate grievances reporting will be available. These kiosks are designed to stand up to a correctional environment. GTL will ensure that kiosk services are available to special needs inmates during installation and not after installation.

GTL has the capacity and financial stability to provide and support these services for all thirty-one (31) Correctional Facilities with the ability to add additional kiosks as needed by the PADOCC at no cost to the PADOCC.

GTL will also provide lobby kiosks that will allow the family and friends of inmates to deposit money for trust and phone accounts. GTL will be responsible for all funds deposited and credit an inmate's account in a timely manner.

It is our goal to work with the PADOCC to meet and exceed their economic, technical, and operational requirements—today for Kiosks as we have to-date with the Inmate Telephone Service. GTL has a well established working partnership that furthers the aims and goals of the PADOCC.

GTL understands that our solution must include the ***technical products and services*** required by the RFP's Scope of Work, with options for future expansion, including:

- ✓ Insuring a two-factor authentication protocol
- ✓ Simple to use front-end menu.
- ✓ Remote management of the system



- ✓ The ability for commissary ordering with administrators being able to modify the catalogue of items available to the inmate.
- ✓ An Electronic Messaging System which allows for more efficient written communication between an offender and his/her external support groups while allowing the PADOCC to securely monitor the communication and reduce administrative time using keyword search tools.
- ✓ A method to expand electronic means of communication with offenders and their outside contacts
- ✓ Digital media downloads that allow, with DOC approval, music, pictures and video. All available on MP3/Media players that allow offenders access to the latest approved digital media.
- ✓ Offender account information in an easy to read 6th grade level format.
- ✓ The ability for an inmate to easily purchase facility items such as; ice cream, newspapers, photo copies, etc., without the involvement of staff.
- ✓ Lobby kiosks will allow electronic funds transmission services for inmate trust and friends and family this will increase accuracy and timeliness of deposits.
- ✓ Potential future applications for inmate grievances, scheduling of sick call, the ability to translate languages and even video visitation.
- ✓ The best cost model for PADOCC, offenders, and family and friends
- ✓ Providing a system with customizable menus and security protocols.

Proposed Solution

➤ **Placing Commissary Orders**

Replacing the need for manual ordering, offenders use a touch screen to order items, and funds are automatically deducted from their account. Through the touch screen, offenders can also access account balances and transaction histories.

Product images make the electronic store easier to navigate and to select the correct item. This feature also makes it easier for illiterate or non-English speaking offenders to independently and successfully access this service.

Offender access rules to the commissary application can be applied individually by offender and by offender group.



- ❖ Now you can accept deposits for all the accounts at your facility with one convenient service;
- ❖ No need to process payments from multiple sources
- ❖ The OffenderConnect® Kiosk can accept deposits for commissary accounts, inmate trust, prepaid telephone accounts, and Offender phone accounts (PIN Debit), all without PA DOC staff interaction.
- ❖ The kiosk allows friends and family of inmates to make deposits to various accounts when they come for scheduled visitations, or any time that PA DOC facility is available to the public.
- ❖ Facility Tickets for items such as photocopies, newspapers and ice cream will be treated similar to the purchase of inmate debit phones time.

➤ **Message2you –Secure Electronic Messaging**

Message2you is a secure electronic messaging solution that enables family and friends, legal advisors and other external contacts to send electronic messages to inmates in a secure and controlled way. Message2you is a secure electronic messaging solution that enables family and friends to send electronic messages to inmates in a secure and controlled way. Utilizing innovative patented technology, Message2you is a flexible messaging system that can be configured to meet the rules and regulations of PADO. All messages are recorded and stored, allowing for full reporting and an audit trail of all activities. .

Message2you encourages increased communication between inmates and their family and friends, helping to strengthen supportive external relationships. These enhanced relationships can assist inmates with successful re-entry into the community.

Message2you has a patented method for delivering confidential messages and printing messages with a unique identifier under seal. Unique benefits of Message2you include:

- ❖ **Electronic Review:** Message2you provides comprehensive tools to allow staff to manage and maintain security effectively. E.g., text containing watchwords is automatically highlighted for review and staff has the option to censor messages electronically.
- ❖ **Message2you text messaging service:** Message2you allows external users to send and receive messaging using their cell phone.



- ❖ **Message2you electronic greeting cards:** The system has approx. 100 E-cards that both offenders and external users can send.
- ❖ **Reporting:** Message2you records every transaction within the system; the reporting tool collates and displays information to help staff with intelligence gathering and link analysis.

Advances in technology have made electronic messaging a viable solution to address and mitigate these concerns. We are confident that our secure electronic messaging system, Message2you, is the most innovative technology available and will not only meet your needs but far surpass them.

Benefits of Message2you:

- ❖ **Efficiency and time savings** – reduces staff time in processing traditional mail due to automatic review and censoring features and elimination of the need for contraband searches.
- ❖ **Reduces contraband** – eliminates contraband and contaminants from entering the facility through correspondence.
- ❖ **Preemption and evidence gathering** - allows for preemption of potential criminal activity or facility disorder through interception of communications relative to plans or evidence.
- ❖ **Intelligence gathering** – All messages are stored and can be used for investigative purposes or intelligence gathering.
- ❖ **Encourages communication** –Strengthens family relationships to assist inmates with successful re-entry into the community.
- ❖ **Full audit trail** – Includes all records of message review and censorship.

➤ **Media4you MP3 Player Program**

Media4you enables offenders to access interactive services to use within correctional facilities through personal media devices such as tablets and MP3 players. Services include Music, e-books, Pictures, Video and other programs and services. Media4you provides an easy to use and secure service for offenders to receive approved media by purchasing it themselves, or having it purchased by family, friends or other sources.

Media4you enables offenders to access interactive services to use within correctional facilities through personal media devices such as tablets and MP3 players. Services



include Music, e-books, Pictures, Video and other programs and services. Media4you provides an easy to use and secure service for offenders to receive approved media by purchasing it themselves, or having it purchased by family, friends or other sources.

Offenders can easily access and store Music, Video, e-books and Photos on supported devices. The Media4you intuitive interface makes it easier for illiterate or non-English speaking offenders to independently and successfully use available services.

How it works

Using a unique PIN number and fingerprint authorized offenders can log onto a digital media device. On successful identification, the offender's session is initiated providing personalized information and services immediately, directly and accurately. Media4you can link to the Offender Trust account system. This allows offenders to view current balance information before purchasing. Media4you has multi-lingual capability allowing for offender communication in English and Spanish. Other languages are also available.

Available Media

- ❖ **Music:** Offenders can search over 6 million songs by genre, artist, song name and album title. Once music has been purchased and downloaded the songs will be stored in the digital media library with unlimited access.
- ❖ **E-books:** Offenders can browse through apps and e-books by title and author. The offender can benefit from self learning by downloading approved educational books and religious materials.
- ❖ **Video/Movies:** Offenders can browse through categories including educational, drama, science fiction and more.
- ❖ **Pictures:** Offenders can store approved pictures they have received from family and friends through e-messaging.
- ❖ **Media Library:** All media is stored in the library including songs, videos and pictures. All media downloaded can be organized and accessed through the media library at anytime. The media is also available to an offender on release.
- ❖ **Media Store:** With over 6 million songs and thousands of e-books and apps to choose from, the media store offers something for everyone. Offenders have the option of previewing media before purchasing.



- ❖ **Access to other services:** Offenders may have access to other functions including Message2you or Commissary as well as third party systems.

Security

- ❖ **Secure Logon:** Individual Offenders will have a PIN number and the option of being enrolled to logon using their fingerprint. Only approved offenders can access Media4you.
- ❖ **Downloads:** Media purchased and downloaded by an offender can't be downloaded for free by another.
- ❖ **Tamper Proof Software:** Offenders have no access to the internet or other restricted information and systems.
- ❖ **Security:** Ant-theft feature that locks out a media device if it is reported lost or stolen. It will be rendered inoperable to anyone other than the rightful owner.
- ❖ **Content:** Only approved content from a pre-screened list is available to offenders. Content deemed a security risk or inappropriate will not appear on the list of available choices.

➤ **Facility Services**

An offender can place Facility ticket & phone time orders through the commissary application. The product catalog can display 'Phone Time' & 'Facility Ticket' categories. Within the categories individual products are listed i.e. Under Facility Ticket' individual items are listed i.e. ice cream, newspapers & photocopies. Products are described in text and through a product image. Pricing information is also displayed.

➤ **Intelligence Reporting**

- ❖ The Intelligence Gathering Application is a secure login web application allowing staff to view and analyze offender transactions with the general public. The application provides details of electronic fund transfers (EFT), MP3 purchases and email interactions in a graphical and intuitive interface allowing staff to quickly identify patterns and connections. It makes it easy for DOC staff to identify and flag previously known relationships and to identify any unusual activity.



Implementation

As the prime contractor for the new services, GTL will take sole responsibility for installation and delivering complete managed services and first-level maintenance on all equipment and software supporting the proposed services. All required equipment, installation, service and administration will be at no cost to the PADO. We believe that the success of the new technology depends on a continued partnership between the PADO, a dedicated program team, state-of-the-art equipment and solutions, an executive-level commitment to delivering superior customer service, and an unbridled corporate culture that is driven to achieving complete customer satisfaction.

The GTL Team is committed to devoting the energy, enthusiasm, and knowledge that are critical to high-quality performance and responsive support. GTL has provided an implementation approach that would have all kiosks fully deployed and functional within 300 days of contract signing. Drawing from our experience in implementing a state commissary solution in 1999 and our on-going involvement with PA DOC we believe that this timeline will ensure an orderly and successful role out for this project.

Immediately upon award, GTL will meet with the stakeholders at the DOC to review our proposed plan and make any adjustments necessary to meet the DOC's needs while still ensuring a successfully project. We look forward to expanding our partnership with the PADO to achieve its goals for this important program.

Maintenance and Support – 3 Dedicated PA Service Technicians

GTL will assign, upon contract award, three (3) dedicated service technicians that will be geographically located in **Pittsburgh, Altoona, Harrisburg, and Philadelphia** to provide onsite support for all of the proposed services.

GTL will manage and be responsible for every aspect of the GTL solution for the PA DOC's RFP requirements. When a call for service comes into GTL's Technical Support Center, if needed, the Service Center will dispatch the dedicated technician to the site.

This approach allows GTL to monitor the progress of each ticket and to report the current status of all work in progress. This ensures that GTL is able to provide the highest level of responsiveness required by the PA DOC. Service personnel are available on a 24X7 call out basis to respond to any issue.



The site technicians will assist with the installation to ensure that he/she is familiar with the locations and specifications of all hardware. In addition to providing service for these services, the local technicians will be available for dispatch to assist with any emergencies that occur relative to the proposed services. As backup support, GTL currently has 5 additional technicians that support GTL's inmate telephone system.

All maintenance personnel are factory trained and certified technicians, capable of maintaining and repairing the kiosks. The dedicated site technician will be trained to diagnose, repair and adjust equipment to ensure optimal performance and minimal down time. Our technician will also be equipped to handle field repairs of the system. They are also trained in the fabrication and testing of the kiosks and have the proper equipment to repair and test them.

Additional Service Offerings

GTL is a correctional technology, infrastructure and consumer payment applications provider that understands the importance of broadening the PADO's communications capabilities and the need to find creative ways to cut costs. With input from correctional professionals and strategic partners, we have gathered technologies and services that would complement the Inmate Services offered in this proposal and benefit the PADO.

GTL's experience, in projects like the South Carolina DOC phone and Kiosk RFP, infrastructure experience, our partners and economies of scale provide the PADO with unique opportunities in regards to special value added features. To summarize, we have provided a simple product wheel to show some of the features, products and services that GTL can offer.



Summary

GTL appreciates this opportunity to present our **one comprehensive solution** for your Kiosk and Kiosk Services RFP. We are confident that this solution will meet the PADC's goals and objectives in all key areas. As part of our strategic partnership with the PADC, we will continue to provide the highest quality, most reliable services available at affordable rates to offenders and their friends and families while providing and maintaining all required services and equipment at no cost to the PADC.

GTL has well-documented experience and demonstrated results with our current PADC projects, Inmate Telephones and Call IQ projects that have provided the PADC a clear path to success.

The collective and individual experience implementing and operating inmate technology systems nationwide proves our ability and skill in the services the PADC is seeking, including our ability to meet, and exceed, the business, functional and technical requirements as defined in the RFP.



II-3 Work Plan. Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in **Part IV** of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach. Please submit the work plan in Ms Project 2007 and Excel 2010 format. At a minimum include columns indentifying: task, duration, expected start, actual start, expected completion, actual completion, predecessors, percentage complete, and resources.

 **Response:** GTL understands and complies.

Kiosk Implementation

GTL's Project Team will be responsible for all installation. Once the contract is awarded, staff from five areas of support will be assigned responsibility for your specific location to insure success.

- **Account Executive Team** – Your Account Executive Team serves as the Primary point of contact and liaison for all contractual and administrative issues, facilitating communications between PA DOC and GTL to ensure that the PA DOC's requirements are understood and met. Additionally, they monitor the Project Team's provision of system and network design services, system programming services, system transition and implementation services, post-installation programming and updates, maintenance services, and commission fee schedule services. Your Account Executive Team will also monitor and facilitate the escalation process should it be required to ensure prompt, satisfactory problem resolution; and monitor contract compliance. This team will be led by Tony Pellegrino and Jim Beamer
- **Program Manager** – The Program Manager is the single person whose skills set enables him/her to understand all levels of the engagement. This individual will oversee the entire consulting engagement and offer executive guidance as it relates to overall system capabilities, long term scalability and project schedule. Along with the Account Executive team, the Program Manager will report back to GTL corporate and seek additional resources or other needs to keep the project both on schedule and on budget.
- **Project Manager** – The Project Manager is the GTL team member responsible to schedule and co-ordinate all the tasks involved and will serve as the central point of contact throughout the project.



- **Field Service Manager** – The Field Service Manager will be responsible for the day-to-day operations, maintenance, and support of the kiosks including the supervision of the full-time Site-Technicians.

MAINTAIN WIRING FOR THE KIOSKS.

- Participate in audits and other duties as required.
 - Resource and central point of contact for PA DOC personnel to call for issues.
 - Handle customer complaints and interface with GTL Field Service Manager.
 - Investigate and correct trouble reports generated by users and site personnel.
 - Collect cash from kiosks.
- **Implementation Specialists** – The GTL Implementation Specialist is responsible for configuring the software and hardware needed to support the implementation. The Implementation Specialist also works closely with the facility’s Information Technology staff to ensure all GTL supplied software and hardware integrates seamlessly with the existing technology infrastructure.
 - **Software Trainers** – The GTL Software Trainers are responsible for the creation and delivery of training to designated individuals within the facility as well as assist in creating materials for lobbies to keep as quick start guides for constituents visiting your sub-stations. The trainers will also serve as change management specialists to aide in the guidance of agency staff that will apply legacy practices for reconciliation in the new software environments.
 - **Support Specialists** – Once the initial installation is complete, Support Specialists offer additional support via phone to document, diagnose, and resolve any software issues that might occur.

GTL provides these Professional Project Management services to insure the successful implementation of every installation of our product suite. Working in partnership with your Installation Team of designated contacts provides a smooth transition to the new system.

Testing

The testing phase of the lifecycle consists of several activities with a few activities overlapping the implementation phase. Testing activities include unit, module, system,



and acceptance testing. The type and number of personnel involved in testing varies from stage to stage.

Unit Testing

Unit testing is employed to verify the operation of individual classes or components. The development team performs unit testing as each class or component is implemented. Unit testing is designed to test the methods and interfaces of a class or component independent of the rest of the system. Additionally, unit testing of all areas of the product to ensure it will perform per the specifications. This entails feature by feature validation of behavior, using a wide range of input data. Depending on the project specification, it can range from simple smoke testing of the product to thorough script based testing based on the previously written test-scripts.

Module Testing

Module testing is employed to test the operation of a collection of classes or components that operate together to implement a specific function or functional area. The individual developer is responsible for ensuring that every module is tested before being integrated into the core system. As a double check on this testing, all modules are presented to and reviewed by the development managers before acceptance for integration into the core system.

UI Testing

UI testing will be performed on a running application to ensure comprehensive testing on all possible cosmetic issues of the product. This testing includes the following:

Verification of correct layout of all data on the screen

- a. Verification of short-cut keys
- b. Verification of all navigational elements
- c. Verification of consistency between screens/modules

Integration Testing

Integration Testing encompasses software functionality and exercises the interfaces between software modules, including error handling, and is performed on a software subsystem or completed software build. An independent test team performs it after a software build, comprised of new and modified modules, has been configured into a testable executable. Tests are developed based on information from a design specification and requirements document.



System Testing

System testing is concerned with validating that all specified areas of functionality have been implemented and that the system functions correctly. An independent testing team comprised of functional area subject matter experts performs this testing. This phase of testing exercises the system as a whole and is concerned with identifying errors that occur as a result of the interaction of all sub modules.

Acceptance Testing

Acceptance testing is a formal process to validate and verify functionality and performance of all requirements defined in a formal SRS (Software Requirements Specification). This type of testing involves both GTL and the customer and is used to gain a formal sign off in acceptance of work done as part of contractual agreement. Acceptance testing consists of a series of tests designed to exercise every requirement of the SRS. These tests are described in a formal testing document that is also used to capture the results of the test and acknowledgement of the results by both GTL and the client.

Training

The Training Process begins at the CRP (Conference Room Pilot) meeting. At that point in time, the Project Manager, along with a Trainer, presents the product and the client determines which portions of the application will be used. Once that has been determined, the Project Manager gives the client a Training Excel spreadsheet that describes the modules and units to be trained. It is up to the client to assign their staff to training sessions according to job duties and to return the Excel spreadsheet to the Project Manager. The Training Process concludes along with the go-live implementation. A Trainer will be on-site to administer follow-up training and assistance to the Administrative and End Users during this time.

Direct2inmate Implementation

GTL is committed to successfully addressing any operational and technical issues or concerns that may arise during the implementation of Direct2inmate. GTL will work with PA DOC to develop a full implementation roll out plan that will minimize any disruption to the DOC and the correctional facilities.

GTL has a longstanding history and commitment to collaborating with agencies and facilities to ensure the smooth operation of our system. By working closely together, PA



DOC can be assured that Direct2inmate will be successful and meet their critical needs and highest expectations. A successful implementation will include the following steps;

- **Requirements analysis**

To discuss technical, system and security requirements with DOC staff and determine how we can best meet these needs. It also gives us the opportunity to find out about any other relevant systems that the DOC uses in their environment and how and if we need to connect to these. The outcome is to agree a functional and systems requirement specification as the basis for the project.

- **Site survey**

A site survey is conducted on award of contract to review each of the correctional facilities that Direct2inmate will be operated in. This will ensure that all the necessary cabling and internet access required to run the system is accurately identified and the level of effort to establish the independent infrastructure is outlined as well.

- **Promotion to staff, inmates, family and friends: on-going throughout process.**

When a Go Live date has been agreed with the DOC we will begin promoting the service to staff, offenders and family and friends. From our previous experience we have found that it is best to begin this promotion at an early stage to allow everyone a complete understanding of the system and how it works. A variety of materials and means of communication will be provided to ensure clear and concise information is provided to a wide range of populations. Additionally, bilingual materials will be provided. GTL will also consult with DOC to provide all the necessary disclaimers, disclosures and privacy policies prior to the implementation of the system.

- **Integration and development**

At this stage we will undertake any agreed and necessary integration between the Direct2inmate and DOC systems or 3rd party.

- **Testing**

The QA team complete the test plans for each software system. Each identified defect (bug), if one is found, is reviewed, ranked and tracked throughout the defect process until the defect is fixed and verified by the QA team (bug fixes). When the system is installed on site, our QA and project teams perform system testing on the solution. The system testing is performed on the entire system to ensure compliance with the functional and system requirement specifications, and to ensure that the software integrates successfully with the applicable hardware and infrastructure within the 'live environment'. Once the solution has passed the system testing, it is passed over for



user acceptance testing. This is performed by the QA and project teams in conjunction with the customer. The objective of this stage is confirm that the system meets mutually agreed upon requirements and specifications which are outlined in the user acceptance requirements list

- **Installation and Configuration**

GTL will install, configure and test the required equipment and kiosks in each facility and will also ensure that Direct2inmate is configured to run successfully according to the requirements. We will configure Direct2inmate modules to run successfully in each of the facilities. The Direct2inmate modules, Media4you, Message2you, Commissary and Requests and Grievance will be installed in each facility as agreed with PADO. At this stage we will also test the system in each facility and resolve any issues that arise at this time. GTL will provide management staff to oversee the installation and setup of the system as well as fully trained technical support staff to implement the Direct2inmate system within the timeframes agreed. GTL will ensure that the installation is done with minimal disruption to the normal operations of the facility and will accommodate all operational, security, and staffing needs of the facility.

- **Staff Training**

GTL will provide comprehensive training for staff at each correctional facility on how to use Direct2inmate. This training will cover all modules of the system as installed in each facility which may include Media4you, Message2you, Commissary, and Request and Grievances. The training will include platform management, system settings for each module, and how to operate each module. GTL will also provide training for management staff as well as technical staff.

- **Offender Training**

When Direct2inmate has been installed onto the kiosks we will train trustee offenders on how to use the various modules as installed in each facility, which may include Media4you, Message2you, Commissary, and Request and Grievances. This training will cover how to use the kiosks and the various Direct2inmate modules. These trustees will be the champions of the system and will train other offenders on how to use it.

- **Go Live**

On the go live date we will be on hand to answer any questions from staff. Our customer service team will also be available to provide phone and email support to offenders' contacts to resolve any problems they may have. GTL's Gantt Chart with task descriptions can be found below. Due to the complexity of the project, GTL has chosen to indicate the number of person hours in days rather than hours.



Insert Gantt chart



Insert Gantt chart



Insert Gantt chart



Insert Gantt chart



II-4 Prior Experience. Offerors must complete a **Appendix E, Project Experience Template**, for up to three (3) completed projects. Each project must include client references. Responses to this section must include at least one (1) project where your firm has implemented a project of similar size and scope and one (1) project you have completed that is related to Kiosk like solutions. At least one Project Experience Template must be completed for the Offeror and one for each subcontractor.

Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must 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.

Offeror **MUST** provide examples prior experience in providing MP3 players, downloadable digital entertainment (music), communication (email) and information through kiosks designed for a correctional environment; Offeror will provide examples and references in providing these services to correctional environments within the last five (5) years.

 **Response:** GTL understands and complies.



Global Tel*Link References

Name of Client & Project Title	Ohio Department of Rehabilitation and Corrections (ODRC)	
Contract Value	\$22,000,000 annually	
Nature and Scope of Project:	GTL provides inmate phone services, payment processing by Kiosk, Web and a Telephone IVR. Providing payment/deposit processing for 52,000 offenders located at 31 state Department of Corrections sites. The deposits are processed for offender trust fund, offender debit phone time, and customer prepaid accounts by way of all three payment channels.	
Project Duration:	Start Date Year: 1989 Phone Service, 2010 Payment Processing	End Date Year: On going
Nature of the Client:	Ohio Department of Rehabilitation and Corrections (ODRC) information technology and Administrative Services.	
Nature of Client Audience:	Offender Families and Offenders	
Number of Users:	52,000 inmates 65 Investigators	
# & Composition of Vendor Employees & Consultants Assigned:	Vendor Project Manager/Key Consultant on Project Team: Chris Gickler (GTL) Field Service Director Rick Muncy (GTL) Field Service Manager Alla Hadinger (Cooper Communications Group) Project Coordinator 7 Site technicians for collections, repair, and other site required duties	
Client Contact Information:	Reference Contacts: Name: Randy Booth Title: IT Coordinator Department: Office of Prisons Full Address: 770 West Broad Street, Columbus , OH 43222 Telephone: 614-728-1100 E-mail: Randall.Booth@odrc.state.oh.us Relation/Role to Project: Coordinator Name: Vinko Kucinic Title: STG Coordinator Department: Office of Prisons Full Address: 770 West Broad Street Columbus, OH 43222 Telephone: (614) 752-1645 E-mail: vinko.kucinic@odrc.state.oh.us Relation/Role to Project: Security and Policy contact and coordinator	



Name of Client & Project Title	Virginia Beach Correctional Center	
Contract Value	\$1,200,000	
Nature and Scope of Project:	GTL provide inmate payment solutions for both electronic deposit processing for inmate commissary trust fund and telephone phone time purchases. GTL provides kiosk units at the Virginia Beach location, accepts payments online at www.offenderconnect.com and by telephone with an interactive voice response system servicing approximately 1,600 inmates and their families.	
Project Duration:	Start Date Year: January 2011	End Date Year: on-going
Nature of the Client:	Virginia Beach Sheriff's Office	
Nature of Client Audience:	Sheriff's Office/Inmates/Friends and Families	
Number of Users:	1600 +	
# & Composition of Vendor Employees & Consultants Assigned:	Vendor Project Manager/Key Consultant on Project Team: Anthony Pellegrino, Jim Rokosky, Matt Caesar	
Client Contact Information:	<p>Provide the name, title, address and telephone number of at least two references or contact persons that the Commonwealth can contact to inquire about the vendor's performance, and indicate the role these individuals had in relation to the assignment or project. The references/contact persons should be individuals who were key stakeholders or project leaders and who can validate the vendor's role and responsibilities and who can comment on the quality of the vendor's performance. 2 contacts required.</p> <p>Reference Contacts:</p> <p>Name: Victoria Thomson Title: Captain Department: Administration Full Address: 2501 James Madison Blvd, Virginia Beach, VA 23456</p> <p>Telephone: 757-385-7705 E-mail: vthomson@vbso.net Relation/Role to Project: Coordinator</p> <p>Name: Dave Davis Title: Director Department: IT Full Address: 2501 James Madison Blvd, Virginia Beach, VA 23456 Telephone: 757-563-1059 E-mail: dwdavis@vbso.net Relation/Role to Project: Manager</p>	



Name of Client & Project Title	Tulsa County OK (1,700 inmates)	
Contract Value	\$1.2 million Annually	
Nature and Scope of Project:	GTL provide inmate payment solutions for both electronic deposit processing for inmate commissary trust fund and telephone phone time purchases. GTL provides kiosk units at the Tulsa location, accepts payments online at www.offenderconnect.com and by telephone with an interactive voice response system servicing approximately 1,500 inmates and their families.	
Project Duration:	Start Date Year: June 2006	End Date Year: on-going
Nature of the Client:	Sheriff's Office/County Jail	
Nature of Client Audience:	Sheriff's Office/DEA/FBI/INS/District Attorney	
Number of Users:	30	
# & Composition of Vendor Employees & Consultants Assigned:	Vendor Project Manager/Key Consultant on Project Team: Describe start-up, peak and ongoing level of vendor efforts Rick Ferguson	
Client Contact Information:	<p>Provide the name, title, address and telephone number of at least two references or contact persons that the Commonwealth can contact to inquire about the vendor's performance, and indicate the role these individuals had in relation to the assignment or project. The references/contact persons should be individuals who were key stakeholders or project leaders and who can validate the vendor's role and responsibilities and who can comment on the quality of the vendor's performance. 2 contacts required.</p> <p>Reference Contacts:</p> <p>Name: Michelle Robinette Title: Chief of Detention Department: Detention Full Address: 500 S Denver, Tulsa OK 74103</p> <p>Telephone: 75918-596-5641 E-mail: mrobinette@tcsso.org Relation/Role to Project: Detention Chief</p> <p>Name: Brandi Holland Title: Supervisor Department: Detention Full Address: 500 South Denver, Tulsa OK 74103 Telephone: 918-596-5641 E-mail: bholland@tcsso.org Relation/Role to Project: Jail Supervisor</p>	



Name of Client & Project Title	Mecklenburg County Sheriff Department	
Contract Value	\$5000.00 annually	
Nature and Scope of Project:	Mecklenburg has had 2 way EME for three years now	
Project Duration:	Start Date Year: June 2009	End Date Year: on-going
Nature of the Client:	County Sheriff's Department	
Nature of Client Audience:	Sheriff's Department	
Number of Users:	8	
# & Composition of Vendor Employees & Consultants Assigned:	Vendor Project Manager/Key Consultant on Project Team: Todd Stutts	
Client Contact Information:	<p>Provide the name, title, address and telephone number of at least two references or contact persons that the Commonwealth can contact to inquire about the vendor's performance, and indicate the role these individuals had in relation to the assignment or project. The references/contact persons should be individuals who were key stakeholders or project leaders and who can validate the vendor's role and responsibilities and who can comment on the quality of the vendor's performance. 2 contacts required.</p> <p>Reference Rachel Vanhoy Title: Department: Full Address: 801 East 4th Street, Charlotte NC 28202 Telephone: 704-336-8512 E-mail: Rachel.Vanhoy@mecklenburgcountync.gov Relation/Role to Project: Coordinator</p> <p>Name: Terri Fowler Title: Investigator Department: Detention Full Address: 801 East 4th Street, Charlotte NC 28202 Telephone: 704-336-5093 E-mail: terril.fowler@mecklenburgcountync.gov Relation/Role to Project: Investigations</p>	



Name of Client & Project Title	Northern Ireland Prison Service Biometric Visitor Management System	
Contract Value	\$528,400 (Subcontract value)	
Nature and Scope of Project:	<p>Providing fingerprint identification hardware, software and installation for the Northern Ireland Prison Service including Prison Head Quarters, HMP Maghaberry (Highest Maximum security facility in Europe, housing multiple terrorist groups) (ADP 1001), HMP Magilligan (ADP 552) and HMP/YOC Hydebank wood (ADP 225).</p> <p>We designed, built and installed a complete solution including software and biometric hardware to identify all visitors and offenders on route to a visits session. As part of the project we provided all software and fingerprint sensors to carry out the enrolments of visitors and offenders and to identify both groups as they enter into visits hall.</p> <p>This project demonstrates our ability to: Successfully enrol and identify offenders and visitors using biometric technology when providing access to personalised/confidential information in a secure and controlled way. Integrate with Offender Management system Design and implement custom hardware for the prison environment. Implement a biometric solution across a multi site environment on a WAN with central template storage and management. Provide a controlled privilege based user administration</p>	
Project Duration:	Start Date Year: 2010	End Date Year: On going
Nature of the Client:	Northern Ireland Prison Service	
Nature of Client Audience:	Offenders Offender visitors Staff administrators	
Number of Users:	6000	
# & Composition of Vendor Employees & Consultants Assigned:	<p>Start up effort – 1 project manager, 1 implementation manager, 3 technical consultants, 2 developers, 1 technical installer</p> <p>Peak effort – 1 project manager, 1 implementation manager, 3 technical consultants, 3 developers, 3 technical installers, 2 technical engineers</p> <p>Ongoing effort – 1 project manager, 1 developer, 1 technical support</p>	
Client Contact Information:	Provide the name, title, address and telephone number of at least two references or contact persons that the Commonwealth can contact to inquire about the vendor's performance, and indicate the role these individuals had	



in relation to the assignment or project. The references/contact persons should be individuals who were key stakeholders or project leaders and who can validate the vendor's role and responsibilities and who can comment on the quality of the vendor's performance.

Reference Contacts:

Name: Walter Dunlop Title: Prism Project Manager

Department:

Full Address: HMP Maghaberry, Old Road, Upper Ballinderry Lisburn,
Northern Ireland BT28 2NF

Telephone: +44 289 261 1888 E-mail: walter.dunlop@dojni.x.gsi.gov.uk

Relation/Role to Project: Project Manager

Name: David McLaughlin Title: Project Manager

Department:

Full Address: Sopra, Airport Road West, Belfast, BT3 9ED

Telephone: +44 28 9073 5477 E-mail: dmclaughlin@uk.sopragroup.com

Relation/Role to Project: Project Manager



Name of Client & Project Title	Northern Ireland Prison Service Direct2inmate
Contract Value	Provided at zero cost to the establishment
Nature and Scope of Project:	<p>Implemented Direct2inmate at HMP/YOC Hydebank.</p> <p>Installation of Direct2inmate software applications and kiosks within the Northern Ireland Prison Service was first implemented in 2008. This was initially implemented within a single house block and later rolled out to the entire population.</p> <p>The Core Platform is used as the administration tool for message2you and Direct2inmate applications and kiosks. This project demonstrates our ability to:</p> <ul style="list-style-type: none"> • Successfully enrol and identify offenders and staff using biometric technology when providing access to personalised/confidential information in a secure and controlled way. • Design and implement custom hardware and software for the prison environment. • Implement a biometric solution across a multi site environment on a WAN with central template storage and management. • Provide a secure public interface for offender family and friends to communicate. • Provide a controlled privilege based user administration including the application of rules on a personal and group basis. • Provide centralised monitoring and control of all locations, kiosks and applications • Provide secure electronic and automated message review for incoming and outgoing messages. Including the set-up of watchwords/Keywords. • Managing external users • Processing, billing and reporting of transaction payments • Provide centralised and localised reporting capability • Provide centralised and localised Intelligence/linking reporting • Provided facility information to offenders via the kiosks

Mid Atlantic Consulting References

Name of Client & Project Title	New Jersey Department of Corrections – Inmate Telephone System Implementation Project
Contract Value	\$8M



Nature and Scope of Project:	<p>Performed Project Management for the installation of the Inmate Telephone System for the NJ Department of Corrections 20 Prisons. Provide customer service management for the DOC. We coordinate upgrades of computer hardware and software. We provide monthly reports to the DOC. We oversee the contract to ensure the customer is meeting the DOC requirements. We conduct quarterly face to face meetings with our point of contact at all the main DOC locations. We participate in quarterly Operation reviews. We supervise the technical and administrative support team. We are the point of escalation for trouble resolution. We provide desktop support for the technician's workstations.</p>	
Project Duration:	Start Date Year: November, 2005	End Date Year: On-going
Nature of the Client:	<p>Mid-Atlantic Consultants, LLC is a Small Diverse Business contracted by GTL to perform Project and Customer Service Management for the NJ DOC.</p>	
Nature of Client Audience:	<p>Client is the NJ Department of Corrections. Inmates utilize the telephone system installed since November 2005.</p>	
Number of Users:	<p>23,662 inmates</p>	
# & Composition of Vendor Employees & Consultants Assigned:	<p>Mid-Atlantic Consultants – Joann Muraglia</p>	
Client Contact Information:	<p>Provide the name, title, address and telephone number of at least two references or contact persons that the Commonwealth can contact to inquire about the vendor's performance, and indicate the role these individuals had in relation to the assignment or project. The references/contact persons should be individuals who were key stakeholders or project leaders and who can validate the vendor's role and responsibilities and who can comment on the quality of the vendor's performance. 2 contacts required.</p> <p>Reference Contacts:</p> <p>Name: Jim Huggins Title: Manager Department: Telecommunications Full Address: Harris 224 Bldg Whittlesey Road Trenton,NJ 08625 Telephone: 609-292-4036 ext. 5388 E-mail: james.huggins@doc.state.nj.us Relation/Role to Project: Main Point of Contact for all the DOC locations.</p> <p>Name: Michele Tohill Title: Manager Department: Telecommunications Full Address: Harris 224 Bldg Whittlesey Road Trenton,NJ 08625 Telephone:609-292-4036 ext. 5387 E-mail: michele.tohill@doc.state.nj.us Relation/Role to Project: 2nd Point of Contact for all the DOC locations</p>	



Name of Client & Project Title	Philadelphia Prison System (PPS) – Inmate Telephone System Platform Displacement Project	
Contract Value	\$2.5M annually	
Nature and Scope of Project:	As the Project Manager, coordinated all the activities associated with the displacement of the Inmate Telephone System platform, in June 2008, servicing the 9 main Philadelphia Prisons. This project was completed with a short turnaround of 4 months from inception to completion with minimal interruption to the inmate population. Presented the implementation plan to over 200 PPS personnel. Currently providing Customer Service Management support with the PPS contract staff personnel as my main Point of Contact. We coordinate upgrades of computer hardware and software. We oversee the contract to for compliance. We attend monthly inmate meetings. We participate in quarterly Operation reviews. We supervise the technical and administrative support team. We are the point of escalation for trouble resolution. We provide desktop support for the technician’s workstations.	
Project Duration:	Start Date Year: October, 2002	End Date Year: On-going
Nature of the Client:	Mid-Atlantic Consultants, LLC is a Small Diverse Business contracted by GTL to perform Project and Customer Service Management for the PPS.	
Nature of Client Audience:	Client is the PPS. Inmates utilize the telephone system.	
Number of Users:	8,800 inmates	
# & Composition of Vendor Employees & Consultants Assigned:	Mid-Atlantic Consultants – Joann Muraglia	
Client Contact Information:	Provide the name, title, address and telephone number of at least two references or contact persons that the Commonwealth can contact to inquire about the vendor’s performance, and indicate the role these individuals had in relation to the assignment or project. The references/contact persons should be individuals who were key stakeholders or project leaders and who can validate the vendor’s role and responsibilities and who can comment on the quality of the vendor’s performance. 2 contacts required. Reference Contacts: Name: Louis Giorla Title: Commissioner Department: Administration Full Address: 7901 State Road 3 rd floor, Philadelphia, PA 19136 Telephone: 215-685-8201 E-mail: louis.giorla@prisons.phila.gov Relation/Role to Project: Main Point of Contact Name: Lt. Jocelyn Brown Title: Contract Manager Department: Contracts Full Address: 7901 State Road 3 rd floor, Philadelphia, PA 19136 Telephone: 215-685-7882 E-mail: jocelyn.brown@prisons.phila.gov Relation/Role to Project: Main Point of Contact	




Name of Client & Project Title	York County Prison – Inmate Telephone System Installation	
Contract Value	\$1.9M annually	
Nature and Scope of Project:	As the Project Manager, coordinated all the activities associated with the installation of a new inmate telephone system in 2003. Coordinated the displacement of the Inmate Telephone System platform, in May 2007. Currently providing Customer Service Management support. We coordinate upgrades of computer hardware and software. We oversee the contract for compliance. We participate in quarterly Operation reviews. We supervise the technical and administrative support team. We are the point of escalation for trouble resolution.	
Project Duration:	Start Date Year: November 17, 2003	End Date Year: On-going
Nature of the Client:	Mid-Atlantic Consultants, LLC is a Small Diverse Business contracted by GTL to perform Project and Customer Service Management for the York County Prison.	
Nature of Client Audience:	Client is the York County Prison Staff. Inmates utilize the telephone system.	
Number of Users:	2,200 inmates	
# & Composition of Vendor Employees & Consultants Assigned:	Mid-Atlantic Consultants – Joann Muraglia	
Client Contact Information:	<p>Provide the name, title, address and telephone number of at least two references or contact persons that the Commonwealth can contact to inquire about the vendor’s performance, and indicate the role these individuals had in relation to the assignment or project. The references/contact persons should be individuals who were key stakeholders or project leaders and who can validate the vendor’s role and responsibilities and who can comment on the quality of the vendor’s performance. 2 contacts required.</p> <p>Reference Contacts:</p> <p>Name: Mary Sabol Title: Warden Department: Administration Full Address: 3400 Concord Road, York, PA 17402 Telephone: 717-840-7424 E-mail: msabol@yorkcountypa.gov Relation/Role to Project: 2nd Point of Contact</p> <p>Name: Mike Buono Title: Deputy Warden Department: Administration Full Address: 3400 Concord Road, York, PA 17402 Telephone: 717-840-7587 E-mail: mpbuono@yorkcountypa.gov Relation/Role to Project: Main Point of Contact</p>	



Name of Client & Project Title	Kiosks collection and maintenance	
Contract Value	\$2M	
Nature and Scope of Project:	Performed daily collections, routine maintenance and trouble shooting for Kiosks located in the Philadelphia Prison System (PPS) lobbies. Interfaced with the PPS personnel. Verified the accuracy of the funds collected and made deposits in the Touch Pays bank account.	
Project Duration:	Start Date Year: February, 2010	End Date Year: February, 2011
Nature of the Client:	Philadelphia Prison System	
Nature of Client Audience:	PPS Inmate Family/Friends	
Number of Users:	8800 Inmates would receive funds deposited from the Kiosks	
# & Composition of Vendor Employees & Consultants Assigned:	SDM Associates – Steven Muraglia	
Client Contact Information:	<p>Provide the name, title, address and telephone number of at least two references or contact persons that the Commonwealth can contact to inquire about the vendor's performance, and indicate the role these individuals had in relation to the assignment or project. The references/contact persons should be individuals who were key stakeholders or project leaders and who can validate the vendor's role and responsibilities and who can comment on the quality of the vendor's performance. 2 contacts required.</p> <p>Reference Contacts:</p> <p>Name: Joy Hepworth Title: Administrative Services Supervisor Department: Contract Administration Full Address: 7901 State Road 3rd Floor Philadelphia, Pa. 19136 Telephone: 215-685-7875 E mail: joy.hepworth@prisons.phila.gov Relation/Role to Project: Contract Administrator</p> <p>Name: John P. Delany Title: Warden Department: Prison Administration Full Address: 7901 State Road Philadelphia, Pa. 19136 Telephone: 215-685-7801 E mail: john.delany@prisons.phila.gov Relation/Role to Project: Warden</p>	



II-5 Personnel. Include the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project. For key personnel, () include the employee's name and, through a resume and in accordance with **Appendix F, Personnel Experience by Key Position**, the Project personnel's education and experience in kiosk implementation and support in a successfully implemented project of equal or greater scope and size. At a minimum, the Project Manager must be listed as key personnel; otherwise, Contractor shall propose key personnel. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Identify by name any subcontractors you intend to use and the services they will perform.

 **Response:** GTL understands and complies.

GTL is very well established throughout the United States and has the experience and ability to enter into a full service consulting arrangement that includes a partnership with PA DOC for design, build and run of a full suite of products for the constituents of the PA DOC. Below we have provided an overview of our project team that will support the PA DOC project. As your current inmate telephone provider, GTL has vast knowledge of the current operating procedures within the DOC and an in-depth knowledge of the facilities and their current structure. As your current inmate telephone provider, GTL has vast knowledge of the current operating procedures within the DOC and an in-depth knowledge of the facilities and their current structure.

To manage the project, GTL will submit to the PA DOC, weekly progress reports during each phase of the project.

Our program managers are not simply there to provide project oversight of milestones and deliverables, they are in place to work with PA DOC staff to outline the vision, identify the constraints that would hinder the fulfillment of the vision, develop strategies that point to the vision and engineer real world solutions within budget and on schedule to make the vision a reality.

In addition to the dedicated program manager, PA DOC will receive service from the GTL PA DOC Account Team to be assigned for all implementation activities and on-going management and administration of the contract.

GTL proposes to provide one (1) lead service technician and two (2) service technicians to be strategically located throughout the Commonwealth to service the in pod-kiosk units and collect cash funds for the Lobby Kiosk units. An additional two (2) Service Technical Support Technicians will be located in Altoona, PA. This approach will create five (5) new jobs in the Commonwealth adding to the Pennsylvania tax base as well.



Subcontractor

GTL will use Mid-Atlantic Consultants a Women Owned Business (WBE) and Small Diverse Business (SDB) to provide the in-pod kiosks, network infrastructure, and ongoing hardware maintenance support for the PA DOC kiosk project. In addition, Joann Muraglia, owner of Mid Atlantic Consultants, will serve as the Field Support Manger. Joann is currently a certified WBE and has worked on other correctional projects such as the City of Philadelphia and New Jersey DOC. Mid-Atlantic will provide these services exclusively for this project.

Your PA DOC team is comprised of the following individuals:

Role	Description	Contact
Overall Project Management		
Vice President of Sales	GTL's liaison to this project.	Anthony Pellegrino apellegrino@gtl.net 814-330-3832 Location: Altoona, PA 20 years with GTL
Account Executive	The primary point of contact for the PA DOC administrative issues.	Jim Beamer jbeamer@gtl.net 703-843-7630 Location: York, PA 8 years with GTL
Senior Vice President of Services	Responsible for customer care operations.	Lauren Studebaker lstudebaker@gtl.net 703-774-3319 Location: Philadelphia, PA 5 years with GTL
Program Manager	Responsible for overseeing the entire engagement and offer executive guidance as it relates to overall system capabilities, long term scalability and project schedule throughout the duration of the contract.	Ed Adams eadams@gtl.net 814-944-0405 x82060 Location: Altoona, PA 9 years with GTL



Role	Description	Contact
Project Manager	Toni will be completely involved in the implementation planning and execution activities through cutover and acceptance.	Toni Long tlong@gtl.net 972-535-3311 Location: Altoona, Pa 21 years with GTL
Professional Services Team Lead	The Professional Services Team Lead is responsible for the overall management of the project, managing day to day project organization and sign-off of deliverables at GTL.	Ryan Westrick rwestrick@dsiiti.com 814.944.0405 x4550 Location: Altoona, PA 8 years with GTL
Business Analyst	The Business Analysts will work closely with the PA DOC to document all functional requirements – for both the configuration of the solution and to ensure that the converted data supports the requirements. The Business Analyst will also document all report and interface requirements.	Andrew Waltman andrew.waltman@gtl.net Location: Altoona, PA 4 years with GTL
Data Conversion Analyst	The Data Conversion Team will execute the conversion routine, including the development of all script creation and building of the database file	Bruce Lindsey blindsey@dsiiti.com 814.944.0405 x5430 Location: Altoona, PA 19 years with GTL
Data Conversion Analyst	The Data Conversion Analyst that will serve as the subject matter expert for database schema, including linking relationships among schema tables, table constraints, as well as any/all data mapping activities.	Todd James tjames@dsiiti.com 814.944.0405 x4060 Location: Altoona, PA 8 years with GTL
Implementation Engineer	The Implementation Engineer will be responsible for the installation/configuration of the solution. In addition they will be responsible for the design and delivery of all training and	Chris McConnell chris.mcconnell@gtl.net Location: Altoona, Pa 5 years with GTL



Role	Description	Contact
	essential material to be used for this project.	
Application Specialist Group	Provides system implementation and training services to corrections facilities	Amy Johnston ajohnston@gtl.net 814-944-0405 Location: Altoona, PA 4 years with GTL
Field Service Manager	Oversee day-to-day service/operations	Tom Fulton tfulton@gtl.net 610-282-3682 Location: Coopersburg, PA 11 years with GTL
Implementation Manager	Defines and directs all aspects of system implementation, allocation of resources, and the provision of all required services	Tim Lowe 251-510-4265 tlowe@gtl.net Location : Mobile, AL 12 years with GTL
Electronic Funds Transmission Services		
Product Manager	Responsible for facilitating communication and follow up on all kiosk operational and functionality issues as well as ensuring that the PA DOC kiosk related requirements are addressed throughout the duration of the contract.	Ron Meadows rmeadows@gtl.net 317-558-3157 Location: Indianapolis, IN 1 year with GTL
In Pod Kiosk including Electronic Messaging and MP3 Player Program Team		
Installation Manager	Responsible for the onsite delivery implementation.	Tommy Maguire +44(0)28 9072 2070



Role	Description	Contact
		tommy@coresystems.biz Location: Pennsylvania during implementation 18 years with Core Systems (Founder)
Quality and Delivery Manager	As the system architect Edward is the final escalation point for any technical issues regarding the product or implementation.	Edward Hannah +44(0)28 9072 2070 Edward@coresystems.biz Location: Pennsylvania during implementation 18 years with Core Systems (Founder)
Technical Project Manager	Overseeing the technical personnel involved in the delivery and ongoing support of the project.	Gareth Morrison +44(0)28 9072 2070 garethm@coresystems.biz Location: Pennsylvania during implementation 1 year with Core Systems
Project Coordinator / Product Marketing	Leads and manages implementation of	Diana Watson +44(0)28 9072 2070 Diana@corestystems.biz Location: Pennsylvania during implementation 4 years with Core Systems
Project Manager	Develops database management systems	Ruairo O'Neal +44(0)28 9072 2070 ruairi@coresystems.biz Location: Pennsylvania during implementation 11 years with Core Systems

Resumes of key personnel are included are included below.

APPENDIX F
PERSONNEL EXPERIENCE BY KEY POSITION

Key Positions	Personnel Name	Indicate Number of years Experience in Each Applicable Category Below				Committed Full time? (Percentages must be given for any part-time resources)
		Previous Experience with (complete with requirements COPA needs)	Availability Experience with other (complete with requirements COPA needs)	Previous Other Relevant Experience (Briefly Specify)	Previous Experience Proposed Role	
Vice President of Sales – Contract Monitor	Anthony Pellegrino	<ul style="list-style-type: none"> • PA DOC Commissary Y2k Project • Over 50 PA and VA Based Correctional Automation Projects Involving Kiosk and Banking Solutions • 20 plus years of automation and contract monitoring 	<ul style="list-style-type: none"> • Washington DC DOC Remote Visitation Project • Bucks County PA correctional automation project • Delaware County PA correctional automation project. • Various Kiosk related projects in Commonwealth and the North East • Various Banking projects in Commonwealth and the North East <p>20 plus years of automation and contract monitoring</p>	Anthony Pellegrino holds a Bachelor of Arts in Computer Science and is adept in various Server Operating Systems, various programming languages and relational databases; accruing over 25 impressive years of computer related experience.	<p>Anthony Pellegrino has over 20 years experience in the correctional service industry. He is responsible for the supervision of sales-related endeavors for the Mid Atlantic States and provides direct input into current and future marketing plans and sales strategies.</p> <p>His extensive knowledge and experience enable Mr. Pellegrino to intelligently discuss correctional issues with clients and explain how technology can resolve their issues. His experience, up-to-date knowledge, and sincere commitment to the client's best interest allow Mr. Pellegrino to maintain progressive, successful client relationships while directing GTL's sales</p>	<p>30% during the installation of the project.</p> <p>On-going as required.</p>

APPENDIX F PERSONNEL EXPERIENCE BY KEY POSITION

					efforts in the Mid Atlantic states.	
Account Executive	Jim Beamer	<ul style="list-style-type: none"> • Norfolk VA City Jail • Rappahannock VA Regional Jail • Peumansend Creek Regional Jail • Loudoun County VA Regional Jail 	<ul style="list-style-type: none"> • Pennsylvania DOC • York County PA • Virginia DOC • West Virginia DOC • West Virginia Regional Jail Authority • Henrico County VA • Portsmouth VA City Jail 	Prior to becoming the Regional Sales Manager Mr. Beamer was a private contractor providing technical support to Global Tel*Link for almost 2 years. He has been working in the computer and telecommunications industry for over 15 years.	Jim Beamer has been Global Tel*Link's Northeast regional Sales Manager since October 2004. He is responsible for the "front-line" interface with customers, overall account management making customer satisfaction a priority.	<p>30% during the installation of the project.</p> <p>On-going as required.</p>
Senior Vice President of Services	Lauren Studebaker	<p>Lauren is currently the GTL Executive Sponsors for PA DOC Inmate Telephone Contract.</p> <p>Her position requires her to be involved in all GTL contracts.</p>	Lauren's position requires her to be involved in all GTL contracts.	Lauren Studebaker brings 24 years of diversified telecom industry experience. Prior to joining GTL – her last role was a member of Nortel Networks Executive Leadership Team as Vice President of Sales- Major Accounts (NOT most recent as it been almost 5 years now I have been at GTL)	<p>Lauren joined GTL in October 2007 and her position of Sr Vice President of Services has expanded to include senior leadership over various GTL functions & departments which include:</p> <p>Production and delivery of our platforms and products, Installation and Implementation of all new projects, platforms and systems, Technical Support of our platforms and applications, ongoing field support</p>	5% Lauren is currently the GTL Executive Sponsors for PA DOC Inmate Telephone Contract. and will continue in that role. She will also be involved in this project on-goingly and on an as needed basis.

**APPENDIX F
PERSONNEL EXPERIENCE BY KEY POSITION**

					coverage/service management by our Field Service Organizations and our Call Centers who support inmate Friends and Families .	
Program Manager	Ed Adams	Managed initial rollout of Lobby Kiosks to PA Counties.	Managed Kiosk deployment of all Lobby Kiosks to State of Ohio.	Prior to joining GTL, Ed Adams acquired five years of experience working as a designer and project manager on numerous software projects, including several large-scale projects for a Fortune 500 company. In his previous positions, Ed gained valuable experience with ID processes and procedures that he has been able to incorporate into the DSI environment.	Ed was appointed GTL's Executive Director of DSI Project Services in 2010. Mr. Adams was with DSI for seven (7) years, acting as the company's first Interface Designer, followed by the position of Interface Design Team Lead soon thereafter. Ed and his team are continually enhancing the software, thereby offering criminal-justice facilities the latest in technology and innovation. Ed has been involved with the design and project management work on Evolution products since their inception, and subsequently has a great deal of experience dealing with large scale facilities.	75% during the installation of the project. On-going as required

APPENDIX F PERSONNEL EXPERIENCE BY KEY POSITION

Project Manager	Toni Long	Program Manager for the PA DOC VAC Inmate Telephone System Deployment getting phone systems installed at all PA DOC facilities. I have also installed 7 GTL kiosks in PA since the VAC acquisition.	Coordinated Inmate Telephone System Installations for the NY DOC, Federal Bureau of Prisons, Colorado DOC, Oregon DOC, Washington DOC, Utah DOC, Idaho DOC and many county, city jails in my 21 years with the company.	Start-up company, responsible for implementation of all office procedures. Duties included Human Resources, Accounts Payable/Receivable and coordinated all hospitality installations, including equipment ordering, dispatching technicians and contractors. Interfaced with phone companies to order/analyze customer requirements	<p>Toni Long has over 21 years successful project and account management experience in the areas of telephony and information technology solutions for correctional clients. She has a proven track record of providing solutions for difficult problems and ensuring customer satisfaction.</p> <ul style="list-style-type: none"> • Technology Installations – Managing the installation of innovative technologies designed to meet the special needs of correctional clients. • Customer Service – Delivering quality maintenance and trouble resolution for installed systems 	<p>50% during the installation of the project.</p> <p>On-going as required</p>
Kiosk Product Manager	Ron Meadows	Currently supports over 30 kiosks installed in PA	36 years experience working in Correctional Environment	Ron Meadows' strong law enforcement and correctional background affords Mr. Meadows an innate	Ron is a results-oriented manager with progressive experience across diverse environments within the	50% during the installation of the project.

APPENDIX F PERSONNEL EXPERIENCE BY KEY POSITION

			<ul style="list-style-type: none"> • 2010 Managed the installation of kiosks within the Marion County Sheriff's Department • 2012 Implementation of newly designed booking kiosk 	<p>understanding of correctional facility needs. As a skilled communicator he is able to forge strong business partnerships and motivate cross-functional teams to succeed in achieving the goals of GTL's valued clients.</p>	<p>correctional industry. He excels in strategic planning, process improvement, and project management with proven ability to identify and capitalize on opportunities to streamline operations, drive revenues and maximize efficiency of operating expenses.</p>	<p>On-going as required</p>
Project Manager	Ryan Westrick	Managed OMS implementations at Northumberland, Dauphin, Lebanon, and Lawrence counties	Managed OMS implementations at Atlantic County, NJ, Lee County, FL, Chesapeake County, VA, Humboldt County, CA, Peoria County, IL, Albany County, NY.	<p>Ryan Westrick has over seven years of experience in systems analysis and six years experience in large systems. Mr. Westrick holds a Master's of Science in Information Technology from Johns Hopkins University. Prior to joining DSI, he was employed by Booz Allen Hamilton of McLean, Virginia and served as a systems analyst in the Defense Technology division. While at BAH, Mr. Westrick worked on major implementations for both the Air Force and the IRS, most notably as Lead Requirements Analyst for the Air Force</p>	<p>Ryan joined GTL in 2004 as the company's first full-time, dedicated Project Manager. In his tenure at GTL, Mr. Westrick has successfully managed over 25 county projects – seven of which involved transitions at facilities with adult populations over 1,000.</p>	<p>75% during the installation of the project.</p> <p>On-going as required</p>

**APPENDIX F
PERSONNEL EXPERIENCE BY KEY POSITION**

				TRAC ² ES project.		
Business Analyst	Andrew Waltman	<ul style="list-style-type: none"> • Lycoming County • Lehigh County • Mercer County 	<ul style="list-style-type: none"> • Cobb County, GA • El Paso County, CO • Brown County, WI • DeKalb County, GA • Franklin County, OH • Ministry of Justice, Jamaica 	Andrew Waltman previous experience includes the design, development, and maintenance of a million dollar royalty tracking software, a sub-ledger system used by three of the world's ten largest publishing houses.	Andrew's expertise include: application development, business analysis, process documentation, report design and implementation, customer support, quality assurance, troubleshooting, and database reporting. Andrew will analyze and document businesses processes and make recommendations to correctional facilities for the nation's leading provider of jail management software	<p>50% during the installation of the project.</p> <p>On-going as required</p>
Data Conversion Analyst	Bruce Lindsey	<p>Allegheny Beaver Bucks Dauphin Erie Lycoming Franklin Somerset Susquehanna</p>	<p>Ashtabula OH Aroostook ME Cobb GA Lee FL Lake FL Orange FL Humboldt CA Ramsey MN Hennepin MN</p>	Prior to working with GTL, Bruce worked for IBM in software testing and programming on word processor and database management systems. He has a Bachelor of Science degree in Computer Science from Penn State University and a Master's Degree in the same field from	Bruce Lindsey has worked with GTL for seventeen (17) years, working in software training, support calls, and software engineering. In recent years, he has concentrated on data conversions. Bruce has designed,	<p>25% during the installation of the project.</p> <p>On-going as required</p>

**APPENDIX F
PERSONNEL EXPERIENCE BY KEY POSITION**

		Lawrence Lackawanna	Brown WI Belknap NH Atlantic NJ Auglaize OH Calvert MD Caroline MD Coos NH Coffee AL Essex NJ Graves KY Grafton NH Peoria IL Prince George VA Southern Fulton GA	the University of Texas.	implemented and executed data conversions for Offender Management, Adult Probation, Juvenile Probation, and District Attorney systems, including systems involving hundreds of thousands of inmates and tens of millions of data records	
Data Conversion Analyst Offender Management System	Todd James	*AP-Adult Probation *OMS – Offender Management System Adams County AP Armstrong County AP Berks County AP Bradford County AP Bucks County OMS Butler County AP Cambria County AP Clarion County AP	Cobb County, GA El Paso County, CO Brown County, WI DeKalb County, GA Franklin County, OH Ministry of Justice, Jamaica Washington DC DOC Orange County, NY AP Orange County, NY OMS Strafford County, NH	Todd James came from a Retail background and an education in History. He now serves GTL in his current position of Business/Data Analyst.	Todd James started with GTL as a Corporate Trainer in 1999. He served as on-site Project Manager for the first multi-facility implementation of the GTL Offender Management software for Corrections Corporation of America. Todd also served as Project Manager for the first install of the Offender Management software that used the SQL Server platform. He also provided on-site assistance, both pre- and post-go live, to the	25% during the installation of the project. On-going as required

APPENDIX F PERSONNEL EXPERIENCE BY KEY POSITION

		Columbia County AP	Hennepin County, MN		<p>on-site Project Manager at the GTL Offender Management implementation at the Orange County, FL jail. Today, he provides process analysis and data conversion analysis to the Professional Services Group.</p>	
		Crawford County AP	Ramsey County, MN			
		Cumberland County AP	Orange County, FL			
		Dauphin County AP	Corrections Corporation of America (throughout the US)			
		Dauphin County OMS				
		Fayette County AP	Bergen County, NJ			
		Fayette County OMS	Albany County, NY			
		Forest County AP	Lee County, FL			
		Franklin County AP	Humboldt County, CA			
		Fulton County AP	Lake County, FL			
		Indiana County AP	Luna County, NM			
		Jefferson County AP	Maverick County, TX			
		Juniata County AP	New River Valley RJ, VA			
		Lackawanna County AP	Peoria County, IL			
		Lebanon County AP	Prince Georges County, MD			
		Luzerne County AP	Salt Lake County, UT			
		Lycoming County AP	Spokane County, WA			

APPENDIX F
PERSONNEL EXPERIENCE BY KEY POSITION

	Mifflin County AP	Weber County, UT		
	Monroe County AP	Valencia County, NM		
	Montgomery County AP	Ocean County, NJ		
	Northampton County AP	Franklin County, VA		
	Northampton County AP	Loudon County, VA		
	Northumberland County AP	South Fulton County, GA		
	Pike County AP	Alleghany County, NY		
	Snyder County AP	Aroostook County, ME		
	Susquehanna County AP	Auglaize County, OH		
	Susquehanna County AP	Belknap County, NH		
	Susquehanna County OMS			
	Tioga County AP			
	Tioga County OMSe			
	Union County AP			
	Union County OMS			
	Venango County AP			
	Warren County AP			

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PERSONNEL EXPERIENCE BY KEY POSITION

	Washington County AP				
	Wayne County AP				
	York County AP				
	SCI Laurel				
	Highlands POS				
	SCI Greene POS				
	SCI Fayette POS				
	SCI Greensburg POS				
	SCI Pittsburgh POS				
	SCI Huntington POS				
	SCI Smithfield POS				
	SCI Pine Grove POS				
	SCI Cresson POS				
	SCI Houtzdale POS				
	SCI Rockview POS				
	Quehanna Boot Camp POS				
	SCI Cambridge				

**APPENDIX F
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		<p>Springs POS</p> <p>SCI Waymart POS</p> <p>SCI Retreat POS</p> <p>SCI Mahanoy POS</p> <p>SCI Frackville POS</p> <p>SCI Graterford POS</p> <p>SCI Chester POS</p>				
Application Specialist Group	Chris McConnell	<p>Has installed, configured and/or upgraded nearly every OMS Evolution customer within PA and have done OCS (inmate telephone) upgrades within the state as well. I have also traveled to many sites and have installed/configured many Imaging applications, fingerprinting software/hardware, and nearly every interface we support with OMS.</p>	<p>Has installed, configured and/or upgraded nearly every OMS Evolution customer and have done OCS (inmate telephone) upgrades with many of our customers as well. I have also traveled to many sites across the nation and in Jamaica and have installed/configured many Imaging applications, fingerprinting software/hardware, and nearly every interface we support with OMS.</p>	<p>Chris has accumulated more than 12 years of IT experience involving support, testing, implementing, and configuring software and hardware technologies. His background stems from working on the technology end of the retail and distribution industries.</p>	<p>Chris has worked at GTL since 2007. Over the years, Chris has had the opportunity to work with and configure a number of software and hardware solutions ranging from Oracle Server and Client, MS SQL Server, Windows systems, Linux systems, Symbol Wireless Technologies, M2SYS Biometric Scanners, nearly all DSI/ITI products, and many others.</p> <p>Chris has installed and configured Oracle and SQL Server databases in conjunction with many of the DSI family of products</p>	<p>75% during the installation of the project.</p> <p>On-going as required</p>

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PERSONNEL EXPERIENCE BY KEY POSITION

					(mainly our Offender Management System and Imaging applications - as well as some configuration and version upgrades to our Offender Communication System) and has been the one to perform nearly every one of our OMS Evolution product installation, configurations, and upgrades.	
Application Specialist Group	Amy Johnston	Bucks County, PA Lebanon, PA Delaware, PA Cambria County, PA	Belknap, NH Bergen, NJ Burnet, TX Calvert County, MD Chaves, NM Cobb County, GA Coffee, AL Central VA Regional, A Fayette, AL Grafton, NH Hennepin, MN ICA Farmville, A Ministry of Justice, Jamaica Lee County, FL Luna, NM Norfolk, MA	Amy Johnston has been working in the IT field for over 30 years, during which she has held numerous positions including business process analyst, systems analyst, implementation specialist, web developer, accounting specialist, consultant, and software application specialist. Prior to joining GTL Amy provided 20 years of business process analysis and IT consultation for US and Canadian labor unions as well as International Labor Union	In her present role as Senior Software Application Specialist, Ms Johnston has been instrumental in providing system implementation and training services to corrections facilities across the US. In August of 2008, Ms. Johnston's role was expanded to include the accounting portion of the Offender Management Software System (OMS): developing standards and documentation as well as providing business process	30% during the installation of the project. On-going as required

**APPENDIX F
PERSONNEL EXPERIENCE BY KEY POSITION**

			Orange, TX Northwest Regional, VA Peoria, IL Prince George, MD	facilities in Washington DC.	analysis and managing the accounting implementations.	
Field Service Manager	Tom Fulton	3 years supporting PA State System of Higher Education – Campus calling programs and distance learning 6 years managing PA DOC inmate telephone services contract 1 year supporting 58 PA county jail accounts	31 years of total telecommunications experience, all of which have been based in PA.	Tom Fulton’s previous experience includes managing state DOCs contracts which exceeded \$70 million in annual revenue. He has developed strategically relationship within state governments and has responded to state procurement requests for proposal.	Tom’s role at GTL is to oversee day-to-day service/operations for PA DOC, WV DOC, WV RJA contracts as well as various counties in PA	60% during the installation of the project. On-going as required
Implementation Manager	Tim Lowe	City of Philadelphia PA Armstrong PA Schuylkill PA Venango PA	Michigan DOC OH DOC Delaware DOC Fulton County GA Riverside Regional Jail VA	Tim Lowe has extensive project management experience and in-depth knowledge of telephony and inmate management technologies required by correctional institutions and detention facilities.	Since joining GTL in 2000, Tim Lowe has served as Project Manager for well over 200 inmate telephone and related system implementations. Project Management – Defining and directing all aspects of system implementation, allocation of resources, and the provision of all required services	50% during the installation of the project. On-going as required

APPENDIX F PERSONNEL EXPERIENCE BY KEY POSITION

					Technology Installations – Overseeing installations of innovative technologies designed to meet the special needs of correctional clients.	
Installation Manager	Tommy Maguire	N/A	<p>14 years experience working with Corrections Industry</p> <p>Major Projects: 2009 – Installation manager for biometric fingerprint sensors on staff computers within the Northern Ireland Prison Service. 2009 – Installation manager of staff identity management solution within Irish Prison Service. 2010 – Installation manager and onsite technical lead for installation of Message2you software and kiosks within the Northern Ireland Prison Service 2010 – Installation manager and onsite technical lead for installation of Cell</p>	<p>Tommy has experience working with previous projects including:</p> <ul style="list-style-type: none"> • Mission critical projects for the Northern Ireland Prison Service. • Security system implementation and support. • Roll out of Staff Biometric Identity Management System for Irish Prison Service across 10 sites. • Roll out of (Local Enterprise Agency) LEA system at 36 sites throughout Northern Ireland for LEDU. • Implementation of a Security Network Infrastructure for security equipment for 	<p>Tommy is a principal consultant responsible for customer contracts, technical support and installations. He also contributes to the sales function, in key account management and conducts major sales negotiations. He has been involved in the implementation and support of a number of key security and access control systems incorporating a range of biometric technology. His success is based on his ability to see the practical application of innovative ideas and relate them to customers in terms of direct business benefits.</p>	<p>50% during the installation of the project.</p> <p>On-going as required</p>

APPENDIX F PERSONNEL EXPERIENCE BY KEY POSITION

			<p>Point Kiosk project within Northern Ireland Prison Service</p> <p>2011 - Installation manager and onsite technical lead for installation of Direct2inmate software applications and kiosks within the Northern Ireland Prison Service</p> <p>2011/12 – Installation lead for POE lock controller within Northern Ireland Prison Service</p>	Northern Ireland Prison Service.		
Quality and Delivery Manager	Edward Hannah	N/A	<p>14 years experience working with Corrections Industry</p> <p>Major Projects:</p> <p>2009 – Design and installation of Core Platform to manage in cell technology within large, high security State facility, USA.</p> <p>2009 - Responsible for the design of a Staff Biometric Identity Management system for the Irish Prison Service</p> <p>2010 - Design of Message2you software</p>	As a principal consultant, Edward’s responsibilities include design of key products, identification and introduction of new technologies, setting standards for the development team, and acting as technical mentor to developers and support personnel. Edward has over 13 years experience working in the corrections industry in the UK and Ireland.	He is responsible for the introduction of new technologies and innovative ideas to the product and services suite. Edward is the Principal Designer on development projects. He also provides consultancy to the Northern Ireland Prison Service (NIPS) in relation to signature verification technology, and the migration of a stand-alone Biometric system to a networked Biometric Access Control system.	<p>50% during the installation of the project.</p> <p>On-going as required</p>

APPENDIX F PERSONNEL EXPERIENCE BY KEY POSITION

			<p>installed within the Northern Ireland Prison Service</p> <p>2010 – Responsible for the design of inmate and visitor identity management system within Northern Irelands Prison</p> <p>2010 – Lead design on Cell Point Kiosk project within Northern Ireland Prison Service</p> <p>2011 – Lead design of Direct2inmate software applications installed within the Northern Ireland Prison Service</p> <p>2011/12 – Lead design on Media4you</p>			
Technical Project Manager	Gareth Morrisson	N/A	<p>6 years experience working within Corrections</p> <p>Major Projects:</p> <p>2011 – Project management and allocation of resources for installation of Direct2inmate applications and kiosks within the Northern Ireland Prison Service</p> <p>2011/12 - Project management and allocation of technical resources for</p>	<p>Gareth has a wide range of experience from supporting a product, the full product life cycle, developing professional software for devices, managing projects and teams, managing and negotiating with existing and potential clients. Gareth</p>	<p>Gareth will be overseeing the system implementation of the project. Gareth is responsible for technical support and software development and has extensive technical knowledge and experience</p>	<p>50% during the installation of the project.</p> <p>On-going as required</p>

APPENDIX F PERSONNEL EXPERIENCE BY KEY POSITION

			POE Lock controller and access control systems within Northern Ireland Prison service 2011/12 – Project management and allocation of technical resources for Media4you			
Project Co-coordinator / Product Marketing	Diana Watson	N/A	4 years experience working within Corrections Major Projects: 2009 – Project and marketing co-ordination of Message2you software and kiosks within the Northern Ireland Prison Service. 2010 – Project co-ordination of a grille locking system for Northern Ireland Prison Service 2010/11 – Project Management for access control and cell call systems with the Northern Ireland Prison Service 2011 – Project and marketing co-ordination of Direct2inmate applications and kiosks within the Northern Ireland Prison	Diana has worked in the sales and marketing department for more than 4 years and has in excess of 8 years experience marketing companies to a range of audiences. Over this period Diana has acquired a wealth of experience designing and managing a variety of marketing campaigns and related marketing collateral.	While working with the company Diana has led and managed the implementation of the message2you system within the Northern Ireland Prison Service. This involved co-coordinating the message2you project through requirements analysis, installation, testing and training staff and inmates. Diana has also been actively involved in implementing marketing and communication strategies for message2you. This has involved creating marketing materials and communicating to each group of stakeholders including inmates, prison staff and inmate family and	50% during the installation of the project. On-going as required

**APPENDIX F
PERSONNEL EXPERIENCE BY KEY POSITION**

			Service		friends.	
Project Manager	Ruairi O'Neil	N/A	<p>12 years experience working within the Correction Market</p> <p>Major Projects:</p> <p>2006 - Lead Developer for the Biometric Identification and Tracking System (BITS) User Enrolment Console for Northern Ireland Prison Service</p> <p>2009 –Lead developer on Core Platform to manage in cell technology within large, high security State facility, USA.</p> <p>2010 – Lead developer of Message2you installed within the Northern Ireland Prison Service</p> <p>2011 –Lead developer of Direct2inmate applications</p>	<p>Ruairi has over 11 years experience working in corrections related technology, and with a variety of software programs and languages. Ruairi has a wide range of skills, including system design, application development, and systems integration. He has worked closely with customers to develop mission critical systems using leading-edge technology.</p>	<p>His experience to date in developing database management systems, which interface with a variety of third-party software applications, has given him the skills to produce innovative quality solutions.</p>	<p>50% during the installation of the project.</p> <p>On-going as required</p>

APPENDIX F
PERSONNEL EXPERIENCE BY KEY POSITION

			and kiosks within the Northern Ireland Prison Service 2011/12 – Lead developer on Media4you			
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ANTHONY PELLEGRINO

Global Tel*Link – Vice President Mid Atlantic Sales

Email: anthony.pellegrino@gtl.net Phone: (814) 515-1760

QUALIFICATIONS SUMMARY

Anthony Pellegrino has over 20 years experience in the correctional service industry. He holds a Bachelor of Arts in Computer Science and is adept in various Server Operating Systems, various programming languages and relational databases; accruing over 25 impressive years of computer related experience. He is responsible for the supervision of sales-related endeavors for the Mid Atlantic States and provides direct input into current and future marketing plans and sales strategies.

CLIENT ADVANTAGE



Mr. Pellegrino fosters and sustains client relationships in various ways. With vast correctional and telecommunications experience his insights relative to client needs are keen and invaluable. He stays knowledgeable on the ever-changing correctional environment by attending trade shows/conferences; continuously visiting new and existing accounts; and by staying abreast of issues through correctional trade journals.

PROFESSIONAL EXPERIENCE

His extensive knowledge and experience enable Mr. Pellegrino to intelligently discuss correctional issues with clients and explain how technology can resolve their issues. His experience, up-to-date knowledge, and sincere commitment to the client's best interest allow Mr. Pellegrino to maintain progressive, successful client relationships while directing GTL's sales efforts in the Mid Atlantic states.

GLOBAL TEL*LINK/DSI 1992 - PRESENT Vice President of Mid Atlantic Sales

GTL's acquisition of Digital Solutions, Inc. (DSI) occurred in June 2010. As GTL's Vice President of Sales, Mr. Pellegrino oversees and advises Account Executives that manage territories in the Mid Atlantic states.

Key Accountabilities



ANTHONY PELLEGRINO

Global Tel*Link – Vice President Mid Atlantic Sales

Email: anthony.pellegrino@gtl.net Phone: (814) 515-1760

EDUCATION

- Provide oversight and assistance to Account Executives to ensure correctional clients throughout the Mid Atlantic are provided with the latest technological solutions and innovations relative to inmate telephony and offender management.
- Manage existing key accounts and provide education to clients and sales staff on additional products and services that can help clients obtain their automation objectives and how technology can be utilized and deployed to produce manpower savings.

Notable Accomplishment

- Provided expert subject matter input for the development of the accounting portion of the DSI Offender Management System (OMS).

Recent Inmate Telecommunication (ITS) and/or OMS Projects

Cobb County GA (OMS); Delaware County PA (ITS & OMS); Montgomery County PA (ITS & OMS), Bucks County PA (ITS & OMS), Maine Jail Association (ITS; all counties within the State of Maine).

PRIOR EXPERIENCE

1988 – 1991

Prior to 1992, as Director of Information Services for NJC Computer Management Services, Anthony Pellegrino was responsible for all computer-related projects including coding, hardware and software procurement, interfacing, organization of training, disaster recovery design, implementation and testing. Mr. Pellegrino was also responsible for managing financial aspects of R&R Vending, NJC's sister company.



Bachelor of Arts, Computer Science
Indiana University of Pennsylvania



James (Jim) Beamer
Global Tel*Link – Account Executive

Email: jbeamer@gtl.net Phone: (610) 621-2249

**QUALIFICATIONS
SUMMARY**

Jim Beamer has been GTL’s Northeast Regional Sales Manager since October 2004. Prior to becoming the Regional Sales Manager Mr. Beamer was a private contractor providing technical support to GTL for almost 2 years. He has been working in the computer and telecommunications industry for over 15 years. Jim brings a high level of project management, technical knowledge, and network design to the project. He is responsible for the “front-line” interface with customers, overall account management making customer satisfaction a priority.

**AREAS OF
EXPERTISE**

Jim is currently the Account Executive for the PA DOC Inmate Telephones.

- **Relationship Management** – Building lasting relationships with new and existing customers.
- **Business Development** – Finding and capitalizing on new opportunities that help both the client and GTL.
- **Problem Solving** – Taking customer wants and needs and turning them into actionable plans.

**PROFESSIONAL
EXPERIENCE**

GLOBAL TEL*LINK **2004 - Present**
Account Executive

- Proactive in problem solving customer concerns
- Responsible for cultivation of new accounts, account retention, and ensuring successful customer service and contract compliance.
- Identifies client needs and defines bid strategy for Requests for Proposals for secure inmate calling platforms, video visitation systems, and related systems associated with inmate communications.
- Guides solution-development for each client, interfacing with platform engineers and deciding products/services to meet the client’s unique needs.

PRIOR EXPERIENCE **ComTec Installations**
2001 - 2004

Installations Project Coordinator

- Proactive strategy in developing new subcontracting opportunities

EDUCATION



-
- Established a reputation as reliable in role as key contact with jail administrative staff
 - Developed implementation plan for inmate phone installation project at the District of Columbia Jail in the role of subcontractor for DSI
 - Responsible for the management of network operations and installation of the network servers for a national association

Bachelor of Arts (BA), Economics, University of Pittsburgh Course work for MCSA designation & CISCO Certified Network Professional: CCNA, Net+ and 2000 Professional; BICSI Copper Cat 5 Certified; A+ Certified.



THOMAS FULTON
Global Tel*Link – Field Service Manager

Email: tfulton@gtl.net Phone: (610) 282-3682

**QUALIFICATIONS
SUMMARY**

Tom Fulton has over 30 years in telecommunications and more than 13 years providing support for installations of telephony and computer systems serving correctional and detention facilities. His personal commitment to customer satisfaction results in optimal system performance and timely resolution of problems.

**AREAS OF
EXPERTISE**

- **Technology Installations** – Overseeing installations of innovative technologies designed to meet the special needs of correctional clients.
- **Field Service** – Managing the delivery of quality maintenance and trouble resolution for installed systems

**PROFESSIONAL
EXPERIENCE**

GLOBAL TEL*LINK **2001 - Present**
Field Service Manager (2003 to present)

Mr. Fulton currently oversees service and operations for GTL clients: PA DOC, WV DOC, WV Regional Jail Authority, and various counties in the Commonwealth of Pennsylvania. His duties include:

- Technology implementation responsibilities include: Ensuring proper security briefing and clearance of on-site personnel; directing site surveys; overseeing installation activities; and facilitating communications with the client.
- For the term of the contract: Directs and manages activities of field repair technicians; proactively identifies service needs and ensures appropriate allocation of resources to meet those needs.
- For the term of the contract: Initiates and responds to communications with remote technical support staff to address and resolve system or network issues; escalating issues if necessary.

Regional Sales Representative (2001 - 2003)

- Managed existing account base
- Expanded sales of inmate phone platforms in county and jail markets



EDUCATION

- Re-established brand identity throughout the regional territory
- Forged alliances with strategic business partners
- Developed and executed effective marketing practices
- Named GTL Salesperson of the Year 2003

PRIOR EXPERIENCE

MCI WorldCom **1999 - 2001**

Government Markets Account Manager – Value Added Network Solution for the Corrections Industry

- Managed state DOC contracts (NY DOC, VA DOC, CT DOC) exceeding \$70 million annual revenue
- Developed strategic relationships within state governments
- Responded to state procurement requests for proposal

MCI International/MCI Telecommunications **1981 - 1999**

Various positions over a 20 year career:

- Wireless Network Account Executive 1998 - 1999
- Strategic National Account Manager 1997 – 1998
- NAM – State Government & University Markets 1994 – 1997
- Technical Sales Consultant 1991 – 1994
- International Private Line Specialist 1990 – 1991
- Regional Global Product Specialist 1987 – 1990
- District Sales Manager 1984 – 1986
- Territory Sales Representative 1981 - 1984



Bachelor of Arts (BA), English, Bloomberg University



LAUREN STUDEBAKER

Global Tel*Link – Senior Vice President, Services

Email: lstudebaker@gtl.net Phone: (703) 774-3319

QUALIFICATIONS SUMMARY

PROFESSIONAL EXPERIENCE

Lauren Studebaker joined Global Tel*Link's executive management team in October 2007; at that time bringing to GTL more than 23 years of diversified business experience in the telecom industry in various leadership positions.

GLOBAL TEL*LINK **2007 – Present**

In her current position, Ms. Studebaker is responsible for the direction and all aspects of GTL's Customer Care Operation including:

- **Technical Support**
- **Field Service Operations**
- **Customer Service Billing Organization**

PRIOR EXPERIENCE

Nortel **1991 - 2007**

Vice President Enterprise Channel Sales – Verizon Account
(2002 – 2007)

Provided headquarter leadership to a cross-functional extended team responsible for support of one of Nortel's largest enterprise sales distribution channels. Led extensive customer engagement across multiple levels and organizations. Teams ranged from 15 direct reports to extended teams of up to 40+ nationally. This included HQ sales, sales engineering, marketing, operations, customer service and finance.

- Exceeded 2006 revenue objective, growth of 15% over 2005, including a 50% growth in data CPE revenues. Refocused small business channel to Nortel CPE solutions, resulting in lead market share position within account.
- Led the execution of all channel account activities including the development of strategy, business plan, contract negotiations and adherence to the channel partner program requirements.
- Directed HQ team for upgrade and new product introductions into Verizon Enterprise. Included the customer requirements



to Product teams for inclusion in development cycles, supported Customer launch plans.

- Capitalized on the operational support forum with joint participation by senior leadership teams focusing on communication and measured quality improvements with distribution and support.

Vice President Carrier Sales – Verizon Account (2001 – 2002)

Assumed leadership role for Next Generation Optical Sales initiatives, in response to large RFP project. Team engaged with technology, engineering and planning organizations.

Vice President of Sales – Verizon Account (2000 – 2001)

- Lead Optical Long Haul customer- led team in providing customer driven product requirements to Nortel teams for development. Spearheaded teams to resolve customer service issues on an on-going basis.
- Managed contract negotiations. Created business plan for targeted opportunities within account.

Nortel Vice President – Carrier Sales Verizon Account (1999 – 2000)

- Director of Sales, Data, Bell Atlantic Region; Major Accounts
- Senior Sales Manager – Carrier Data
- Bell Atlantic Meridian Systems, Senior Sales Manager
- Nortel District Sales Manager II

Bell Atlanticom

1999 – 2000

- Product Manager
- Account Representative
- Telemarketing Sales Representative

EDUCATION

East Carolina University, Greenville, North Carolina
Bachelor of Science (BS), Business Administration,
Concentrations: Marketing and Economics



EDWARD ADAMS
Global Tel*Link – Executive Director
Project Services

**QUALIFICATIONS
SUMMARY**

Edward (Ed) Adams was appointed GTL's Executive Director of Project Services in 2010. Mr. Adams was with DSI for seven (7) years, acting as the company's first Interface Designer, followed by the position of Interface Design Team Lead soon thereafter. Prior to joining DSI, Ed acquired five years of experience working as a designer and project manager on numerous software projects, including several large-scale projects for a Fortune 500 company. In his previous positions, Ed gained valuable experience with ID processes and procedures that he has been able to incorporate into the DSI environment.

**PROFESSIONAL
EXPERIENCE**

Ed and his team are continually enhancing the software, thereby offering criminal-justice facilities the latest in technology and innovation. Ed has been involved with the design and project management work on Evolution products since their inception, and subsequently has a great deal of experience dealing with large scale facilities.

GLOBAL TEL*LINK **June 2003 to Present**
Digital Solutions, Inc. became a wholly owned subsidiary of Global Tel*Link Corporation in June 2010.

Executive Director, Project Services

Provides executive oversight of the design and delivery of all client services for GTL's DSI-ITI product line, including project initiation, planning, and acceptance. Additionally, Ed supervises the project managers, business analysts, interface designers and quality assurance teams.

Software Team Lead/Interface Design Team Lead

Directed teams in the research, design, and development of computer software systems, in conjunction with hardware product development. Directly supervised employees in the Software Development/ Interface Design Teams. Executed supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities included: interviewing, hiring, and training employees; planning, assigning, and directing work;



EDWARD ADAMS
Global Tel*Link – Executive Director
Project Services

EDUCATION

appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems. Planned and coordinated all team activities and makes project level decisions.

ERIE INSURANCE GROUP 001 – 2003 and 1996 – 1999

While at Erie, Ed served as a Project Manager/Instructional Design Development Consultant/Multimedia Developer. Designed, planned, and managed e-learning projects, and company-wide technology initiatives; created project time-lines, scope documents, design plans and storyboards (functional design specs), and prototypes as required. Coordinated the development, implementation, and maintenance of computer-based/web-based training programs for claims, underwriting, and sales personnel. Consulted with and advised management on strategies for technology based training solutions.



The Pennsylvania State University, University Park, PA
Graduate Work in Instructional Systems Technology

The Pennsylvania State University, University Park, PA
Bachelor of Science in Education



TONI LONG

Global Tel*Link – Program Manager

Email: toni.long@gtl.net Phone: (972) 517-5714

QUALIFICATIONS SUMMARY

Toni Long has over 21 years successful project and account management experience in the areas of telephony and information technology solutions for correctional clients. She has a proven track record of providing solutions for difficult problems and ensuring customer satisfaction.

AREAS OF EXPERTISE

- **Technology Installations** – Managing the installation of innovative technologies designed to meet the special needs of correctional clients.
- **Customer Service** – Delivering quality maintenance and trouble resolution for installed systems

PROFESSIONAL EXPERIENCE

GLOBAL TEL*LINK

1991 - Present

GTL's acquisition of Value Added Communications (VAC) occurred in August 2011 and includes Toni Long's valuable experience with local, regional and State Departments of Corrections. Ms. Long is an expert in technology installation and maintenance. She currently manages all GTL kiosk installations and on-going services related to kiosk functionality. Her experience includes:

- **Service / Implementation Manager:** (2001–Present)
Managed inmate telephone system and other technology projects to ensure smooth installations and outstanding ongoing service.
- **Customer Service/Installation/Maintenance Manager:** (1998-2001) Responsible for all aspects of new correctional & hospitality installations, ordering all inmate telephone lines, T-1's and frame relay circuits. Issued orders for equipment necessary to complete install. Dispatched technicians/contractors for site install. Also responsible for maintaining approximately 125 prison accounts. Opened Trouble Tickets and tracked until problem resolved/system back on line..
- **Account Manager, New York State Department of Corrections** (1992–1996): Coordinated 67 individual prison installations and scheduled 25 technicians to complete project in 45 days. Responsible for first level maintenance and all coordination for this project.



TONI LONG

Global Tel*Link – Program Manager

Email: toni.long@gtl.net Phone: (972) 517-5714

PRIOR EXPERIENCE

INSINC Corporation
1998 – 1991

Office Manager/Hospitality Installation & Maintenance:

Start-up company, responsible for implementation of all office procedures. Duties included Human Resources, Accounts Payable/Receivable and coordinated all hospitality installations, including equipment ordering, dispatching technicians and contractors. Interfaced with phone companies to order/analyze customer requirements

U.S. Operations **May 1998 – Oct 1998**

Facilities Coordinator: Responsible for ordering facilities for new Hospitality properties and special projects.

EDUCATION

RCA Business Telephone Systems **1987 - 1989**

Coordinator/Contract Administrator – Responsible for interfacing with customers and telephone companies for the ordering of business lines, trunks, WATS, DID's and circuits for hospitality and business telephone installations. Established & implemented procedure for dealing with Interexchange Carriers. Supervised 3 employees involved with Customer Service Requests/complaints. Also responsible for reconciling and booking Telephone System TV and Satellite leases and direct sale contracts.

WANG Information Services Corp./SHARECOM
1985 - 1987

Customer Service/Marketing Assistant – Responsible for customer requests/complaints and user questions for a Shared Tenant Service Company. General office duties.



Richland College, Dallas, Texas
Associates Degree - Sociology



RON MEADOWS

Global Tel*Link – Kiosk Product Manager

Email: rmeadows@gtl.net Phone: (317) 558-3157

QUALIFICATIONS SUMMARY

Ron Meadows is a results-oriented manager with progressive experience across diverse environments within the correctional industry. He excels in strategic planning, process improvement, and project management with proven ability to identify and capitalize on opportunities to streamline operations, drive revenues and maximize efficiency of operating expenses.

CLIENT ADVANTAGE

His strong law enforcement and correctional background affords Mr. Meadows an innate understanding of correctional facility needs. As a skilled communicator he is able to forge strong business partnerships and motivate cross-functional teams to succeed in achieving the goals of GTL's valued clients.

PROFESSIONAL EXPERIENCE

GLOBAL TEL*LINK 2011 – Present

Kiosk Product Manager Responsibilities

- Identifies client needs and defines solution strategy for Requests for Proposals for kiosk solutions and related systems and services.
- Designs GTL products and, when applicable, coordinates with partners for products/services needed to fulfill requirements
- Guides solution-development, interfacing with platform engineers, to ensure the client's unique needs are met.
- Plans future kiosk designs and services.

PREVIOUS EXPERIENCE 1976 - 2010

Marion County Sheriff's Department, Indianapolis Indiana

Director of Information Services (2003-2010)

Application Support Contractor (2002-2003)

Deputy Sheriff – Information Services (1976-2002)

Managed the development of IT related business applications used within the agency. Coordinated vendor selection and contract compliance for both off-the-shelf and in house developed systems. Supported over 1,100 users and 800 computing devices. Experienced in correctional information systems and technologies used within correctional environments including kiosks, inmate phone systems, commissary systems and video visitation. Supported and directed multiple projects with both internal and external clients. Championed system

EDUCATION

HONORS



design and development with user stakeholders and promoted from a deputy to the rank of major. Experienced with the Microsoft Office Suite of products including Project. Experienced with web technologies accessing Oracle Databases.

Purdue University, Bachelor of Science Computer Technology
Indiana Law Enforcement Academy, Law Enforcement Certification

Ohio Association of Chiefs of Police, Police Executive Leadership College

Marion County Sheriff's Department Administrative Officer of the Year

Marion County Sheriff's Department Officer of the Year



RYAN M. WESTRICK
Global Tel*Link
Professional Services Team Lead

**QUALIFICATIONS
SUMMARY**

Ryan Westrick, with over seven years of experience in systems analysis and six years experience in large systems project management, joined DSI-ITI, LLC in 2004 as the company's first full-time, dedicated Project Manager. Mr. Westrick has in-depth experience managing project implementations for the duration of the software lifecycle, from requirements analysis to design to system cutover. In his tenure at DSI, Mr. Westrick has successfully managed over 25 county projects – seven of which involved transitions at facilities with adult populations over 1,000.

**PROFESSIONAL
EXPERIENCE**

Mr. Westrick holds a Master's of Science in Information Technology from Johns Hopkins University. Prior to joining DSI, he was employed by Booz Allen Hamilton of McLean, Virginia and served as a systems analyst in the Defense Technology division. While at BAH, Mr. Westrick worked on major implementations for both the Air Force and the IRS, most notably as Lead Requirements Analyst for the Air Force TRAC²ES project.

GLOBAL TEL*LINK **2004 to Present**
Digital Solutions, Inc. became a wholly owned subsidiary of Global Tel*Link Corporation in June 2010.

Professional Services Team Lead (June 2010 to Present)
Ryan Westrick leads GTL's DSI multi-disciplinary Professional Services Team which is comprised of the project management, business analysis, and data conversion groups.

Project Manager (2004 – 2010)
Manages project implementations for duration of software lifecycle, from requirements analysis to design to training and system cutover. Manages project budget and tracks project burn rates for all members of the project team. Works with third-party telecommunications vendors and outgoing application vendors to develop transition plans and ensure successful system cutovers. Conducts onsite surveys of



RYAN M. WESTRICK
Global Tel*Link
Professional Services Team Lead

existing network and operating systems infrastructure to determine ability to implement DSI phone and jail management system applications. Manage hiring of all local subcontractors. Oversees development of training documentation for all JMS modules.

BOOZ ALLEN HAMILTON, Tysons Corner, VA 1999 - 2003

While at Booz Allen Hamilton, Ryan served as a Systems Analyst III and Requirements Analyst II. He served as analyst for three major software implementations for both the Air Force and IRS. Wrote functional design specification documents for interfaces between IRS subsystems including protocol, file format, and data definitions. Conducted joint application design sessions with IRS stakeholders and BAH development team. Developed functionality gap analyses in upgrade to IRS DP5000 Transport systems. Wrote feasibility studies examining the use of upgrade modules at the ten primary IRS Service Centers across US. Drafted business process re-engineering documentation and supporting Visio process modeling. Documented network architecture future state and end state systems Visio diagrams.

EDUCATION

As a Requirements Analyst II, Ryan led TRACES project in selection of DOORS requirements software tool and subsequent migration from MS Excel. Drafted use case scenario documents for Air Force TRAC²ES application. Developed full suite of Crystal Reports for customer use based on requirements analysis. Responsible for tracking all requirements TRAC²ES In-Flight module. Assisted in drafting system integration and acceptance test plans.



Johns Hopkins University, Baltimore, MD
M.S., Telecommunications and Information Systems
1999—2002
Juniata College, Huntingdon, PA
B.S., Information Systems
1992—1996



ANDREW WALTMAN
Global Tel*Link
Business Analyst

QUALIFICATIONS SUMMARY

Detail oriented business analyst committed to continuous self-improvement seeks employment in a team environment where such personal goals and attributes can be applied. Expertise includes:

<ul style="list-style-type: none"> • Application Development 	<ul style="list-style-type: none"> • Business Analysis
<ul style="list-style-type: none"> • Process Documentation 	<ul style="list-style-type: none"> • Report Design and Implementation
<ul style="list-style-type: none"> • Customer Support 	<ul style="list-style-type: none"> • Quality Assurance
<ul style="list-style-type: none"> • Troubleshooting 	<ul style="list-style-type: none"> • Database Reporting

PROFESSIONAL EXPERIENCE

GLOBAL TEL*LINK **2008 to Present**
 Digital Solutions, Inc. became a wholly owned subsidiary of Global Tel*Link Corporation in June 2010.

GTL / Digital Solutions, Inc., Altoona, PA **12/2008 — Present Business Analyst**

Analyze and document businesses processes and make recommendations to correctional facilities for the nation's leading provider of jail management software

- Document business processes using Serlio Software CaseComplete and various tools
- Interview and collaborate with end users to gather and document system requirements
- Execute ad-hoc queries in SQL Server and Oracle databases to analyze issues
- Coordinate and participate in status meetings to keep



ANDREW WALTMAN
Global Tel*Link
Business Analyst

implementations on target

- Communicate information to clients and various departments throughout GTL
- Support clients on-site during application go-live week
- Assist project managers with any miscellaneous tasks that may arise during implementation
- Work closely with client's accounting staff to set up the general ledger, business transactions, and commissary sales system

MetaComet Systems –Hadley, MA
8/07-11/08

Software Engineer

Design, develop, and maintain million dollar royalty tracking software, a sub-ledger system used by three of the world's ten largest publishing houses

- Analyzed and decomposed complex financial calculations into algorithms and translated them into code
- Converted legacy data and data access components to SQL Server
- Designed and implemented financial reports using Crystal Reports and OLE DB
- Assisted with quality analysis and customer support as needed
- Participated in a team environment using agile methods such as Scrum and pair programming
- Provided onsite support at Elsevier for go-live of royalty tracking software
- Collaborated with the Houghton Mifflin Harcourt Accounting Manager on reconciling sub-ledger data

EDUCATION



ANDREW WALTMAN
Global Tel*Link
Business Analyst

into their PeopleSoft general ledger

- Mapped database structure in an entity-relationship diagram in Microsoft Visio

**The Pennsylvania State University – B.S. Management
Science & Information Systems**

- Minor in International Studies
- GPA: 3.80
- Graduated with High Distinction
- C# .net programming class at Springfield Technical College - 2007



BRUCE LINDSEY
Global Tel*Link
Data Conversion Specialist

**QUALIFICATIONS
SUMMARY**

Bruce Lindsey has worked with GTL for seventeen (17) years, working in software training, support calls, and software engineering. In recent years, he has concentrated on data conversions.

Bruce has designed, implemented and executed data conversions for Offender Management, Adult Probation, Juvenile Probation, and District Attorney systems, including systems involving hundreds of thousands of inmates and tens of millions of data records. Some of the customers Bruce has completed data conversions for include:

- Allegheny County Jail, PA
- Atlantic County Justice Facility, NJ
- Bucks County Justice Facility, NJ
- Corrections Corporation of America
- Dauphin County Prison, PA
- DeKalb County Sheriff's Office, GA
- Hennepin County Adult Corrections Facility, MN
- Lee County, Florida
- Lycoming County, PA
- Orange County Department of Corrections, FL
- Ramsey County, Minnesota
- Washington D.C. DOC
- Weber County Correctional Facility, UT

**PROFESSIONAL
EXPERIENCE**

Prior to working with DSI, Bruce worked for IBM in software testing and programming on word processor and database management systems. He has a Bachelor of Science degree in Computer Science from Penn State University and a Master's Degree in the same field from the University of Texas.

GLOBAL TEL*LINK **1993 to Present**

Digital Solutions, Inc. became a wholly owned subsidiary of Global Tel*Link Corporation in June 2010.

Data Conversion Programmer

Write custom data conversions for various criminal justice



BRUCE LINDSEY
Global Tel*Link
Data Conversion Specialist

EDUCATION

software products. Also have done programming on DOS products. Also have done training and support on DOS products. Data conversions for Offender Management, Adult Probation, Juvenile Probation, Imaging, Prosecutor Management, Accounting. Target systems have been both Oracle and SQL Server, as well as older DOS-based products.

Programmer-System Tester **1983-1992**

Programmer-Team Leader on DisplayWrite and Relational Database Products. Received Manager's Award for developing FORTAN precompiler. System Tester on DisplayWrite series of products. Coordinated language translation testing on DisplayWrite products.



University of Texas
M.S./Computer Sciences, 1992

Pennsylvania State University
B.S./Computer Science, 1978



TODD JAMES
Global Tel*Link Business Analyst

**QUALIFICATIONS
SUMMARY**

Todd James started with GTL as a Corporate Trainer in 1999. He came from a Retail background and an education in History. He now serves DSI in his current position of Business/Data Analyst.

**PROFESSIONAL
EXPERIENCE**

He served as on-site Project Manager for the first multi-facility implementation of the DSI Offender Management software for Corrections Corporation of America. Todd also served as Project Manager for the first install of the Offender Management software that used the SQL Server platform. He also provided on-site assistance, both pre-and post-go live, to the on-site Project Manager at the DSI Offender Management implementation at the Orange County, FL jail. Today, he provides process analysis and data conversion analysis to the Professional Services Group.

GLOBAL TEL*LINK **2004 to Present**

Digital Solutions, Inc. became a wholly owned subsidiary of Global Tel*Link Corporation in June 2010.

Business/Data Analyst **Aug 2006 – Present**

Reports to the Professional Services Lead and is responsible for analyzing client's legacy system and processes, identifying existing gaps between the legacy system and OMS; mapping legacy data elements into OMS data schema; and providing initial Quality Assurance to the data conversion process.

Project Manager **Dec 2004 – Aug 2006**

Responsible for overall execution of product installation according to contract. Managed database/software installation and configuration and interface development. Maintained change management and managed resources.

EDUCATION

Corporate Trainer **Dec 2004 – Aug 2006**

Responsible for providing end-user training of DSI applications. Provided on-site and remote training of applications in both a real-life and training lab environment.



TODD JAMES
Global Tel*Link Business Analyst

Also assisted in facility 'go-live' support and post-'go-live' support.

University of Pittsburgh

History and Political Science, 2004



Christopher M. McConnell
Global Tel*Link
Implementation Engineer

**QUALIFICATIONS
SUMMARY**

Chris has accumulated more than 12 years of IT experience involving support, testing, implementing, and configuring software and hardware technologies. His background stems from working on the technology end of the retail and distribution industries, and he has brought this knowledge to work for DSI since 2007.

Over the years, Chris has had the opportunity to work with and configure a number of software and hardware solutions ranging from Oracle Server and Client, MS SQL Server, Windows systems, Linux systems, Symbol Wireless Technologies, M2SYS Biometric Scanners, nearly all DSI/ITI products, and many others.

Chris has installed and configured Oracle and SQL Server databases in conjunction with many of the DSI family of products (mainly our Offender Management System and Imaging applications - as well as some configuration and version upgrades to our Offender Communication System) and has been the one to perform nearly every one of our OMS Evolution product installation, configurations, and upgrades.

**PROFESSIONAL
EXPERIENCE**

GLOBAL TEL*LINK / DSI-ITI, LLC March 2007 to Present
Digital Solutions, Inc. became a wholly owned subsidiary of Global Tel*Link Corporation in June 2010.

Implementation Engineer

Work with in-house associates and on-site clients around the country to install and configure server and desktop hardware and software, operating systems; as well as proprietary Offender Management software, Inmate Telephone systems software, Fingerprinting hardware, Adult Probation software, DSI Imaging software and fire wire camera hardware.

Sheetz Distribution Services, Claysburg, PA March 2005 to Jan 2007

DC IT Computer Technician II



Christopher M. McConnell
Global Tel*Link
Implementation Engineer

EDUCATION

Recruited to help keep the daily flow of information between the distribution warehouse systems running smoothly and to also help maintain a secure and user-friendly office environment. Duties include assisting in administering Windows 2000 and 2003 Active Directory infrastructure and the creation of group policy for implementing software patches and OS updates, staging of new PC's with the required software/hardware needed for individual departments, ordering/replacing PC, server, network printer parts as necessary, assist in management of Cisco telephony system, and to aid in troubleshooting any and all computer/network device related issues for all of the Sheetz Distribution Center employees.

Sheetz Inc., Altoona, PA June 1999 to March 2005

Store Solutions (Help Desk) Supervisor (2001-2005)

Tasks involved the support, training, and supervision of all POS Support Technicians and Specialists, writing/editing support documentation for Radiant 6E system and other POS platforms, configuration of TCP/IP network protocols and network drive mappings on individual client systems, light support of Cisco Routers and Switches, support and training on AutoGas fuel software, as well as continuous software and hardware support of 300+ networked client locations in a mixed Windows 2000, Windows NT 4.0, and Embedded Windows NT and XP environment.

Systems Specialist (2000-2001)

Responsibility encompassed support of all Point-of-Sale, office, and network hardware and software with an emphasis on Radiant's proprietary database maintenance. Required knowledge of (and ability to train end users in) Radiant Systems CompuTouch, OrderPoint, and Lighthouse software, as well as Park City ActionBoard software applications in a Novell and Windows NT networking environment.

Support Technician (1999-2000)

Position required support of all POS, office, and network hardware and software. Included support of Radiant Systems



Christopher M. McConnell
Global Tel*Link
Implementation Engineer

CompuTouch, OrderPoint, and Lighthouse software in a Windows NT and Novell Networking environment. Concise speech and the ability to work under a deadline were of the utmost importance.



Indiana University of Pennsylvania, Indiana, PA
3 credits from B.A., English Literature w/ Journalism minor
1991—1995



AMY JOHNSTON
Global Tel*Link – Senior Application Specialist

**QUALIFICATIONS
SUMMARY**

Amy Johnston has been working in the IT field for over 30 years, during which she has held numerous positions including business process analyst, systems analyst, implementation specialist, web developer, accounting specialist, consultant, and software application specialist.

In her present role as Senior Software Application Specialist, Ms Johnston has been instrumental in providing system implementation and training services to corrections facilities across the US. In August of 2008, Ms. Johnston's role was expanded to include the accounting portion of the Offender Management Software System (OMS): developing standards and documentation as well as providing business process analysis and managing the accounting implementations.

**PROFESSIONAL
EXPERIENCE**

Prior to joining DSI-ITI, LLC, Amy provided 20 years of business process analysis and IT consultation for US and Canadian labor unions as well as International Labor Union facilities in Washington DC.

GLOBAL TEL*LINK February 2008 to Present
Digital Solutions, Inc. became a wholly owned subsidiary of Global Tel*Link Corporation in June 2010.

Senior Software Application Specialist

- Provide business and accounting process analysis
- Responsible for setup of the OMS accounting software
- Provide specialized accounting training
- Responsible for creating end user documentation/training
- Responsible for creating internal product documentation
- Provide OMS product training, testing, and documentation
- Work independently and as part of teams

ROADRUNNER INTERNATIONAL, INC. / ROADRUNNER



AMY JOHNSTON
Global Tel*Link – Senior Application Specialist

ENTERPRISES
(Jan 2006 – Jan 2008)

Owner/President

- Provided IT consultation to Labor Unions in the US and Canada
- Provided web site development
- Provided software design services – MS Access
- Provided report writing services
- Provided training on various software products

NORTHWEST LABOR SYSTEMS, INC (NWLS) April 2003
to Jan 2006

Business and Systems Analyst (MS NT – DB: MS Sql and MS Access)

- Provided business process analysis to labor unions
- Lead analyst for IATSE Theater and Stage Hands Union
- Contract representative for East Coast Union International Office in Washington D.C.
- Monitored data replication to Wash. DC from 110 facilities
- Implemented software systems
- Analyzed SQL/Access software needs and customized software as needed by customers
- Technical Writer
- Managed Informix database downloads / uploads to the Internet. ½ million members.

EDUCATION

- Williamsport Area Community College Associates of Science, Computer Science - May 1981
- Certificates – Access, Word and Excel
- Certificates – Queries and Reporting
- Certificates – Accounting Automation
- Certificate – Medical Professional Automation



TIMOTHY LOWE

Global Tel*Link – Field Operations Manager

Email: tlowe@gtl.net Phone: (800) 489-4500 x2234

QUALIFICATIONS SUMMARY

Since joining GTL in 2000, Tim Lowe has served as Project Manager for well over 200 inmate telephone and related system implementations. He has extensive project management experience and in-depth knowledge of telephony and inmate management technologies required by correctional institutions and detention facilities.

AREAS OF EXPERTISE

- **Project Management** – Defining and directing all aspects of system implementation, allocation of resources, and the provision of all required services
- **Technology Installations** – Overseeing installations of innovative technologies designed to meet the special needs of correctional clients.

PROFESSIONAL EXPERIENCE

GLOBAL TEL*LINK 2000 – Present

As **Field Operations Manager**, Mr. Lowe is responsible for technology implementations to fulfill GTL contracts across the country. His primary responsibilities include:

- Designing the overall implementation plan to meet contractual requirements; establishing detailed steps with target timelines
- Selection and assignment of installation personnel.
- Defining and ordering all required equipment and services.
- Overseeing and tracking implementation progress; activating contingency plans if unforeseen circumstances cause delays or otherwise obstruct the execution of the original plan.
- Coordinating activities of the various teams supporting the implementation process (e.g. installation, field service, technical support, network operations).
- Ensuring appropriate and adequate resources for all implementation phases.

PRIOR EXPERIENCE

Teledyne Continental Motors

1999 - 2000

Production Operator, Crankcase Manufacturing

Responsible for deburring and stud installation on aluminum



crankcases using various grinders, drills, drivers, trip plates, and calipers.

Omniphone, Inc.

1996 - 1999

Production Manager, Telecommunications Controller Systems

- Managed all phases of the manufacturing process, shipping, receiving, and the repair of customer-returned products.
- Coordinated a staff of 10 employees, including supervisory, technical, and production operators.

QMS, Inc.

1981 - 1995

Senior Supervisor, Printer Repair and Recovery

- Responsible for the timely repair of customer returned products and reducing the inventory of returned demo, damaged, and stock rotation products.
- Directed a staff of 2 technicians and 6 production operators.

Senior Supervisor, Quality Control

- Implemented inspection plans developed by Quality Engineers for circuit boards and printer assemblies.
- Directed a staff of 15 Quality Control Inspectors.
- Reported inspection results and issued corrective actions

EDUCATION

Faulkner University, Associates Degree, Business Administration

University of South Alabama, Emergency Medical Technician Certificate

Additional Training:

Dunn and Bradstreet Managing Multiple Priorities,
QMS Labor Relations Seminar

Padgett and Thompson Basic Supervision and Basic Statistical
Process Control



Diana Watson, Project Coordinator/Product Marketing

Involvement in Project

Diana has led and managed the implementation of the Direct2Inmate system within the Northern Ireland Prison Service. This involved co-coordinating the message2you project through requirements analysis, installation, testing and training staff and inmates. Diana has also been actively involved in implementing marketing and communication strategies for Message2you. This has involved creating marketing materials and communicating to each group of stakeholders including inmates, prison staff and inmate family and friends.

Education

- BSc Information Management 2.1, Queens University
- CIM Certificate of Marketing, Belfast Metropolitan College
- Post Graduate Managing Business, University of Ulster
- Certificate in American Business Practice, Centenary College, LA

Role within Core

- Building relationships with project stakeholders to best identify and meet their requirements
- Marketing activities including the design and distribution of posters, flyers and advertisements for revenue generating software applications
- Project co-ordination – organization of tasks and resources to meet milestones as set by the project manager

Previous Relevant Experience

- 2010 – Project and marketing co-ordination of Message2you software and kiosks within the Northern Ireland Prison Service.
- 2010 – Project co-ordination of a grille locking system for Northern Ireland Prison Service
- 2010/11 – Project Management for access control and cell call systems with the Northern Ireland Prison Service
- 2011 – Project and marketing co-ordination of Direct2inmate applications and kiosks within the Northern Ireland Prison Service



Gareth Morrison, Project Manager

Involvement in Project

Gareth is responsible for technical support and software development and has extensive technical knowledge and experience. Wide range of experience from supporting a product, the full product life cycle, developing professional software for devices, managing projects and teams, managing and negotiating with existing and potential clients, and sales and marketing activities.

Specialties

Project management, team leading and developing business and technical strategy.

Education

- BAcc Honors in Accountancy

Role within Core

- Responsible for provision of technical services, involving the implementation of quality systems for monitoring service delivery and management.
- Responsible for the co-ordination and management of all contract support customers.
- Responsible for planning the Core development program.
- Overall responsibility for project management and allocation of technical resources.

Previous Relevant Experience

- 2011 – Project management and allocation of resources for installation of Direct2inmate applications and kiosks within the Northern Ireland Prison Service
- 2011/12 - Project management and allocation of technical resources for POE Lock controller and access control systems within Northern Ireland Prison service
- 2011/12 – Project management and allocation of technical resources for Media4you



Ruairi O'Neill, Project Manager

Involvement in Project

Ruairi has a wide range of skills including system design, application development and systems integration. He has worked closely with customers to develop kiosk software applications using leading-edge technology. His experience to date in has included lead developer role as well as technical project management role.

Education

- B. Eng Electronic and Software Engineering, Second Class Honors, Queen's University Belfast 1996-2000
- City & Guilds Industrial Studies, 1999

Role within Core

- Team leading – responsible for heading up a team of developers. Responsible for the delegation and management of individual workloads, ensuring the development of high quality kiosk software applications in line with Quality Standards.
- Project management – responsible for the implementations and integration of software as required on a project basis
- Technical skill set – includes a variety of computer languages, databases, development and design tools

Previous Relevant Experience

- 2006 - Lead Developer for the Biometric Identification and Tracking System (BITS) User Enrolment Console for Northern Ireland Prison Service
- 2009 –Lead developer on Core Platform to manage in cell technology within large, high security State facility, USA.
- 2010 – Lead developer of Message2you installed within the Northern Ireland Prison Service
- 2011 –Lead developer of Direct2inmate applications and kiosks within the Northern Ireland Prison Service
- 2011/12 – Lead developer on Media4you



Tommy Maguire, Installation Manager

Involvement in Project

Tommy is responsible for technical support, customer contracts and installations. He also contributes to the sales function, in key account management and conducts major sales negotiations. He has been involved in the implementation and support of a number of key kiosk installations incorporating biometric technology. His success is based on his ability to see the practical application of innovative ideas and relate them to customers in terms of direct business benefits.

Education

- City and Guilds Certificate in Computer Programming and Data Processing
- Higher National Diploma in Computer Studies

Role within Core

- Responsible for provision of technical services, involving the implementation of quality systems for monitoring service delivery and contract negotiation and management.
- Establishment of a fully equipped workshop facility and in-house technical infrastructure.
- Responsible for technology sourcing and procurement.
- Responsible for the co-ordination and management of all contract support customers.
- Technical lead regarding installation of kiosks within the Northern Ireland Prison Service

Previous Relevant Experience

- 2009 – Installation manager for biometric fingerprint sensors on staff computers within the Northern Ireland Prison Service.
- 2009 – Installation manager of staff identity management solution within Irish Prison Service.
- 2010 – Installation manager and onsite technical lead for installation of Message2you software and kiosks within the Northern Ireland Prison Service
- 2010 – Installation manager and onsite technical lead for installation of Cell Point Kiosk project within Northern Ireland Prison Service
- 2011 - Installation manager and onsite technical lead for installation of Direct2inmate software applications and kiosks within the Northern Ireland Prison Service
- 2011/12 – Installation lead for POE lock controller within Northern Ireland Prison Service



II-6 Training. Where appropriate, indicate recommended training of agency personnel. Include the agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors. Please reference section IV-4 Tasks and Deliverables, Training.

 **Response:** GTL understands and complies.

GTL provides comprehensive training to user groups as required. This includes, systems operation training and systems administration training. The Training Process begins at the Conference Room Pilot (CRP) meeting. At that point in time, the Project Manager gives the PA DOC a Training Excel spreadsheet that describes the modules and units to be trained. It is up to the PA DOC to assign their staff to training sessions according to job duties and to return the Excel spreadsheet to the Project Manager in a timely fashion.

We recommend that the PA DOC personnel receive classroom and computer-based training. We also recommend that the student/teacher ratio should not exceed 12:1 because class size directly influences the quality of the training. Also, the availability of computer workstations will usually limit the number of participants. On-site training is preferred because it places less stress on the facility staff and avoids the costs of travel. However, we highly suggest that accessibility to individuals being trained needs limited if training is to be successful on-site.

Training will enable the PA DOC personnel to efficiently use the applications in order to perform a wide range of systems functions. Participants will receive all pertinent skills needed to use the system and to perform all functions as required by their assigned job.

Training Types

The hands-on training is delivered in modular fashion to enable the staff to attend training modules that pertain to their specific job function.

Administrative Training takes place a few weeks before End User Training. A trainer will be on-site working with the core Administrative Users to set up and modify the application according to their facility's needs. Administrative training will be initially delivered to a small group of staff to establish the business rules, workflow, code tables, system settings and security. This introduction of senior staff to the system provides these personnel with skills and knowledge needed to tailor the application to the facility's needs.



End User Training is provided in a classroom-style arrangement. The trainer will use a projector, PowerPoint presentations, and the application's test environment to train the participants. User workstations can be set up to enhance the training environment. ***The Training Process concludes along with the go-live implementation. A Trainer will be on-site to administer follow-up training and assistance to the Administrative and End Users during this time.***

System Documentation

During the Training Phase, GTL will provide the PA DOC with all necessary User Manuals and related documentation.

Skills Transfer

Our experienced support team will endeavour to transfer extensive expertise of the proposed system to your I.T. team and staff. In order to ensure your team will be as self sufficient as possible, we plan to utilize various "skills transfer" techniques.

These techniques may be as follows:

- Hands on workshops covering areas such as system setup, ongoing maintenance and update installations
- Customized in house training sessions demonstrating front and backend functionality, network distribution and common areas of configuration
- Open team discussions & brainstorming
- Q & A sessions covering all areas of the proposed system
- 1-2-1 sessions

GTL has provided PA DOC a tentative training plan below. GTL will conduct classroom training per the training plan and will provide classroom materials, Computer Based Training, user manuals, reference materials, and quick reference guides in paper and electronic formats.

Below are Course outlines for the various interfaces.

Direct2Inmate Training Course

GTL will provide comprehensive training to user groups as required. This includes, systems training, systems administration training and user training. Our training is based a Train the Trainer model to help create a team of onsite trainers who are capable of delivering a specific training program. These trainers are then equipped to



train other staff. Benefits of this approach for trainers include enhanced skills and knowledge, mastery of systems and knowledge transfer to other members of staff.

Skills Transfer

Our experienced support team will endeavor to transfer extensive expertise of the proposed system to your I.T. team and staff. In order to ensure your team will be as self sufficient as possible, we plan to utilize various "skills transfer" techniques.

These techniques may be as follows:

- Hands on workshops covering areas such as system setup, ongoing maintenance and update installations
- Customized in house training sessions demonstrating front and backend functionality, network distribution and common areas of configuration
- Open team discussions & brainstorming
- Q & A sessions covering all areas of the proposed system
- 1-2-1 sessions

Direct2Inmate Training Course

Module Description:

Overview: This course will provide participants with a grounding of the main processes and tasks within the Direct2Inmate product. It will help prepare participants for the part they play in developing and exploiting the system within their job roles. Users will learn skills ranging from approving electronic messages through to managing MP3 orders.

Prerequisites: No previous computer experience is required; however basic IT awareness and keyboard skills would be beneficial.

Delivery Method: Group and individual instruction, hands on practical exercise.

Audience: This course is targeted specifically to two user groups (staff and offender) who operate the Direct2Inmate program within their environment.



Performance based Objectives:

By the end of the course participants will be able to:

- Have a general appreciation of the Direct2Inmate service.
- Know how to access and navigate through the system.
- Have a full understanding of the main process involved in administering the system.
- Undertake system administration tasks such as maintaining users, hardware and software
- Set-up lists of information required prior to undertaking any tasks on the system
- Run reports to provide additional management information reflecting all aspects of the system.

Course Overview:

Administrator/Back office training- data preparation and entry

Course Length: 3.5 Days

- **System Background**
- **System Overview**
- **Screen Description & getting around the System**
 - *Logging onto Platform Elite (admin staff)*
- **Platform Management**
 - *Managing prisoners and staff (admin staff)*
 - *Setting up locations (admin staff)*
 - *Kiosk Management (admin staff)*
 - *MP3 Player Management (admin staff)*
 - *Setting up Kiosk Alerts (admin staff)*
 - *Setting up staff stations (admin staff)*
 - *Managing settings: printers (admin staff)*
- **Message2you**
 - *Managing system settings*
 - *Setting up watchwords (mail staff)*
 - *Prison Info (Name, address, contact details)(mail staff)*
 - *Product Pricing (mail staff)*
 - *Message Templates (mail staff)*
- **Media4you**
 - *Manage System Settings*
 - *Adding Media*



- *Adding system defaults*
- *Limiting number of samples offenders can listen to*

Commissary

- **Manage System Settings**
 - *Stock Management*
 - *Adding System defaults*
 - *Managing sales tax*
 - *Reporting*

System Users

Operational training

Course Length: 3.5 Days

- **System Background**
- **System Overview**
- **Screen Description & getting around the System**
 - *Logging onto Platform Elite (all staff)*
- **Message2you**
 - *Managing incoming/outgoing messages (mail staff)*
 - *Managing messages with watchwords (alert/notification staff)*
 - *Censoring Messages (alert/notification staff)*
 - *Approving contacts (mail staff)*
 - *Managing external users (mail staff)*
 - *Managing registrations*
 - *Generating vouchers*
 - *Reports (mail staff)*
 - *Intelligence Gathering/Linking reports (alert/notification staff)*
- **Media4you**
 - *Managing catalog update (Manually)*
 - *Managing catalog update (Automatically)*
 - *Approving content*
 - *Adding content to Media4you shop*
 - *Editing content in Media4you shop*
- **Facility Tickets**
 - *Viewing reported request*
 - *Responding to a request*
 - *Adding notes to a request*
 - *Escalating a request*
 - *Closing a request*
 - *Reports*



- **Commissary**
 - *Updating stock (commissary staff)*
 - *Collating commissary orders (commissary staff)*
 - *Order Returns (commissary staff)*
 - *Managing supplies (commissary staff)*
 - *Generating commissary reports (commissary staff)*

Operational training, prisoner interface

Course Length: 2 Days

- **System Background**
- **System Overview**
- **Screen Description & getting around the System**
 - *Logging onto Direct2Inmate (Landing staff and Trustees)*
 - *Accessing all modules (Landing Staff and Trustees)*
- **Message2you**
 - *Composing/ Sending Messages (Landing staff and Trustees)*
 - *Adding attachments (Landing staff and Trustees)*
 - *Viewing incoming messages (Landing staff and Trustees)*
 - *Approving contacts (Landing staff and Trustees)*
- **Media4you (kiosk)**
 - *Logging onto Media4you*
 - *View media catalog*
 - *View personal library*
 - *Placing an order*
 - *Checking offender account*
 - *Checking order history*
 - *Connect MP3 player to kiosk*
 - *Download tracks/albums to MP3 player*
- **Media4you (MP3 Player)**
 - *Powering up/down MP3 player*
 - *View media catalog*
 - *Add tracks/albums to a pre-downloaded list*

 - *Connect MP3 player to kiosk*



- Edit pre-downloaded list
- Download tracks/albums to MP3 player

- **Facility Tickets**
 - Entering request
 - Viewing status of request

- **Commissary**
 - Viewing Commissary items
 - Placing an order
 - Checking offender account
 - Checking order status/history

Kiosk Training Course

On-Site Operational Training

As GTL installs kiosks at each DOC facility requested, the GTL installation team will train key facility staff on the operation and capabilities of the kiosk and the proper identification and dissemination of marketing materials. A toll free number is provided on each kiosk for end users to easily contact customer service. The installation team will review FAQ's about the kiosk, field any specific questions and educate the staff concerning the customer service process. Key facility personnel could be identified and could be managers and/or staff supervisors.

Facility Support Training

GTL will train all facility and administrative business managers/accountants on how to use the GTL Online Reporting Tools and provide an overview of the escalation matrix for all customer service issues be it hardware, depositor or facility generated. Facility support training can be customized to the desired method of the DOC.

Historically; GTL has provided training to large county jails and DOC's by training key facility supervisors and then having those supervisors train their staff directly.

Alternatively, GTL's senior accountant and staff can schedule 10 online training webinars over a period of 5 days to allow facility business managers the ability to



conveniently schedule their training. These WebEx based sessions will involve a web-based presentation complemented by a telephone conference call. Training materials and GTL's Facility Payment Process Information & Report Guide will be offered via downloadable link prior to the training for the staffs review. At the request of the DOC

GTL will conduct the training addressing at minimum the following:

Curriculum/concepts included in the training include:

- **Introduction and System Overview**
- **Understanding the Basics**
- **GTL Support and Maintenance Policy**
- **Transaction Flow**
- **Kiosk**
- **IVR**
- **Web**
- **In-pod Functionality**
- **Reporting System**
- **Getting Started**
- **Reports**
- **Transactions**
- **Bank Deposits**
- **Blocked Accounts**
- **Contact Information**
- **Sample Screenshots**
- **Problem Resolution**



II-7 Financial Capability. Describe your company's financial stability and economic capability to perform the contract requirements. Provide your company's financial statements (audited, if available) for the past three fiscal years. Financial statements must include the company's Balance Sheet and Income Statement or Profit/Loss Statements. Also include a Dun & Bradstreet comprehensive report, if available. If your company is a publicly traded company, please provide a link to your financial records on your company website in lieu of providing hardcopies. The Commonwealth reserves the right to request additional information it deems necessary to evaluate an Offeror's financial capability.

GTL Response: GTL understands and complies.

As evidence of GTL's financial stability, please find our company's audited financial statements enclosed in a sealed envelope marked **CONFIDENTIAL**, in the front pocket of this proposal book. As a privately held corporation, Global Tel*Link considers its financial reports to be confidential and have labeled them thusly. We respectfully request that this confidential information, submitted for the PA DOC's review, be removed from our proposal books prior to public display of proposals after opening.

GTL has not included a copy of our Dun and Bradstreet report. GTL's DUNS# is 19-614-7391 with a designation of IR3, which means not rated. Being a privately held corporation, GTL does not submit financials to Dun and Bradstreet and accordingly is not rated by this firm. It should be noted:

- GTL is financially sound enough to have ratings provided by S&P and Moody's.
- Dun and Bradstreet ratings are provided for small, minimally capitalized companies who do not have the financial strength to obtain S&P and Moody's ratings.

GTL FINANCIAL STABILITY – UNMATCHED BY COMPETITORS

GTL is a financially sound and secure company with the resources to fully support PA DOC objectives.

Reputable and solid financial investors including:

American Securities - A leading U.S. middle-market private equity firm that invests in market-leading North American companies with annual revenues generally ranging from \$200 million to \$2 billion.

Sound and liquid balance sheet able to support a contract the size of PA DOC's

Liquidity – Very strong liquidity position which provides us the cash position to handle the PA DOC's requirements



Leverage – Relatively conservative leverage position compared with other companies in the industry.

- Strongest cash flow in the industry.
- Largest provider in the correctional automation industry with the highest annual revenue and largest asset base.

Our strong financial position is a result of gaining the trust of our customers for multiple contract awards. Customers have placed great confidence in GTL to provide services over many years as evidenced by our market share.

With the expected services needed and the potential commissions our architected solution may generate, the PA DOC needs to place its confidence in a large, respected company who has the experience and financial stability to perform its duties in delivering quality services and paying expected commissions over the life of the contract. It should be noted:

GTL's financials are audited by Deloitte. Advantages of a Big 4 Auditing Firm Include:

- Credibility with the Securities and Exchange Commission (SEC) and other regulatory entities, grounded in professional relationships built over many years
- Ensures commission accuracy for our customers
- Significant experience serving complex entities similar in size
- Leadership in providing audit services to the corrections industry
- Extensive, long-term investment in our practice, including technology, training, development of specialists, and thought leadership

Financial stability coupled with the strongest cash flow in the industry provides the PA DOC complete confidence in GTL to deliver our exceptional products, goods and service required by the contract.



II-8 Objections and Additions to Standard Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions (contained in **Appendix A**) it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Appendix A**. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

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

 **Response:** GTL understands and complies.

GTL has no exceptions or additions to the Standard Contract Terms and Conditions..



Section XII

APPENDIX B

DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, Jeffrey B Haidinger President and COO _____ [title] of Global Tel*Link _____ [name of Contractor] a State of Delaware _____ [place of incorporation] corporation or other legal entity, ("Contractor") located at 6612 E. 75th Street Indianapolis, IN 46250 _____ [address], having a Social Security or Federal Identification Number of 631001071 _____, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

_____ percent (_____%) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed:



[Use additional sheets if necessary]

The Department of General Services [**or other purchasing agency**] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Global Tel*Link

Corporate or Legal Entity's Name

August 16, 2012

Signature/Date

Signature/Date


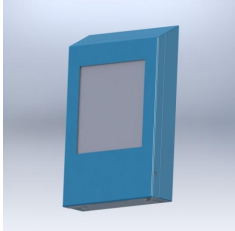

Jeffrey B. Haidinger _____

President -COO _____

Printed Name/Title

Printed Name/Title



DOC Kiosk and Kiosk Services RFP Requirements

Item	Req #	Requirement Description	Offeror Response-Provide on all responses										
Kiosk	1	The Offeror shall provide a kiosk design that is standalone style for inside locations.	<p> Response: GTL understands and complies. GTL offers a standalone style kiosk that can be installed in any indoor location with network and mains power access. Please see attached kiosk specification.</p> <p>OffenderConnect® In-pod Kiosks OffenderConnect® Lobby Kiosks</p> <div style="display: flex; justify-content: space-around; align-items: center;">   </div> <p style="text-align: center;">In-Pod Kiosk Specifications</p> <p style="text-align: center;">SCREEN</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 5px;">Screen Size</td> <td style="padding: 5px;">17"</td> </tr> <tr> <td style="padding: 5px;">Screen Resolution</td> <td style="padding: 5px;">1280x1024</td> </tr> <tr> <td style="padding: 5px;">Touch Screen</td> <td style="padding: 5px;">Yes</td> </tr> <tr> <td style="padding: 5px;">Glass Type</td> <td style="padding: 5px;">Toughened</td> </tr> <tr> <td style="padding: 5px;">Glass Thickness</td> <td style="padding: 5px;">5mm</td> </tr> </table>	Screen Size	17"	Screen Resolution	1280x1024	Touch Screen	Yes	Glass Type	Toughened	Glass Thickness	5mm
Screen Size	17"												
Screen Resolution	1280x1024												
Touch Screen	Yes												
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Glass Thickness	5mm												



DOC Kiosk and Kiosk Services RFP Requirements

			PC														
			<table border="1"> <tr> <td>Processor</td> <td>Intel Atom 1.6GHz</td> </tr> <tr> <td>Memory</td> <td>1Gb</td> </tr> <tr> <td>Hard drive</td> <td>32Gb SSD, 80Gb HDD</td> </tr> <tr> <td>Network</td> <td>100MB/s Card</td> </tr> <tr> <td>OS</td> <td>Windows 7</td> </tr> <tr> <td>USB Ports</td> <td>2 external</td> </tr> <tr> <td>Cooling</td> <td>Adequate cooling for installed PC</td> </tr> </table>	Processor	Intel Atom 1.6GHz	Memory	1Gb	Hard drive	32Gb SSD, 80Gb HDD	Network	100MB/s Card	OS	Windows 7	USB Ports	2 external	Cooling	Adequate cooling for installed PC
Processor	Intel Atom 1.6GHz																
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			ENCLOSURE														
			<table border="1"> <tr> <td>Material</td> <td>Steel</td> </tr> <tr> <td>Finish</td> <td>Powder Coated</td> </tr> <tr> <td>IP Rating</td> <td>IP54 / NEMA-13</td> </tr> <tr> <td>Certification</td> <td>FCC & CE</td> </tr> <tr> <td>Wall Bracket</td> <td>Yes</td> </tr> <tr> <td>External Reset</td> <td>Key switch type</td> </tr> </table>	Material	Steel	Finish	Powder Coated	IP Rating	IP54 / NEMA-13	Certification	FCC & CE	Wall Bracket	Yes	External Reset	Key switch type		
Material	Steel																
Finish	Powder Coated																
IP Rating	IP54 / NEMA-13																
Certification	FCC & CE																
Wall Bracket	Yes																
External Reset	Key switch type																

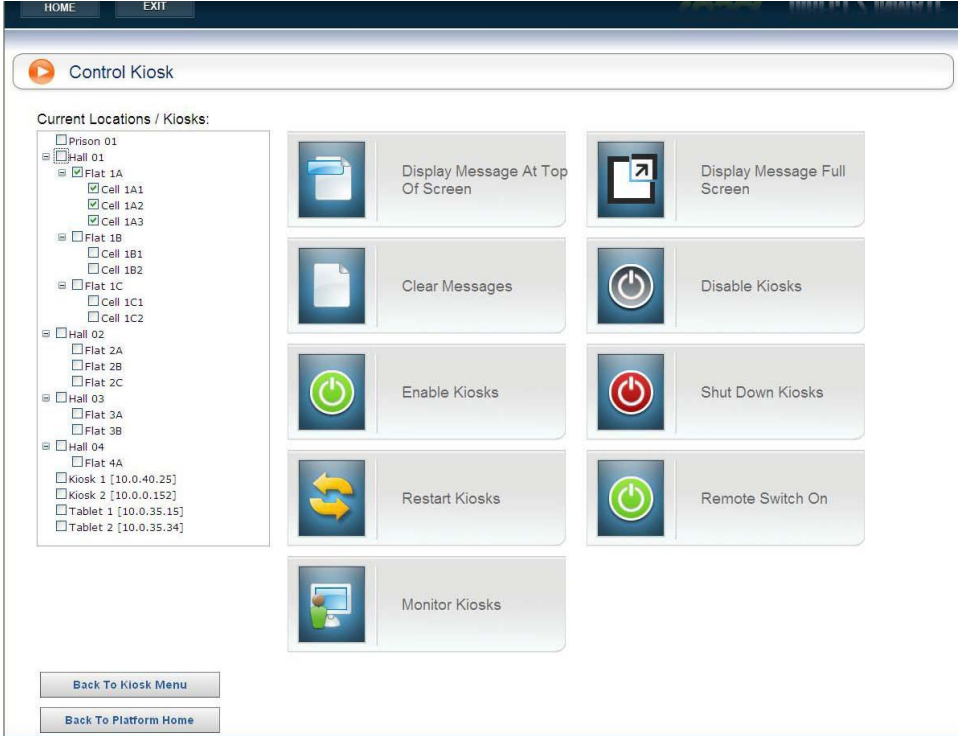


DOC Kiosk and Kiosk Services RFP Requirements

			External USB Ports	2 (for servicing)
	2	The Offeror shall identify a methodology for determining the number of kiosks required.	<p> Response: GTL understands and complies.</p> <p>The number of kiosks is determined by a range of factors including the number of offender services available on the kiosk, the layout of the offender accommodation (number of offenders per housing area) and the amount of out of cell time.</p> <p>We propose installing offender kiosks in a ratio of 1 kiosk for every 55 offenders. This should provide offenders with enough access time to view and send emails, create commissary orders, purchase digital media and access facility services.</p> <p>Following award of contract, a site survey would be required to determine accurate numbers and optimal placement of kiosks.</p>	
	3	The kiosk enclosure/housing shall be self-contained, secure and able to withstand the correctional environment. The kiosk must be of neutral color and easily cleaned.	<p> Response: GTL understands and complies.</p> <p>The kiosk is of rugged construction, designed for use in a correctional environment. It consists of a self-contained wall mounted metal housing containing a touch screen monitor with toughened glass. The housing is locked under normal operation with a key opening mechanism for access to internal components. It has a tamper alarm that activates locally and on the administrator console when an unauthorized attempt is made to open the kiosk. The kiosks have an easy clean, powder coated finish and can be provided in a range of neutral colors.</p>	


DOC Kiosk and Kiosk Services RFP Requirements

			Please see kiosk specification in response to #1 above.
	4	Kiosk shall have the capability to be able to prevent and/or alert attempts to access internal components.	 Response: GTL understands and complies. The offender kiosks have ruggedized metal cases which are locked to prevent access to internal components. They are fitted with a tamper alarm. In the case of an unauthorized attempt to open the kiosk an audible alarm is set off at the kiosk and a visible alarm at the staff administration computer.
	5	Kiosk shall have capability to be disabled locally or centrally (through local or central admin access).	 Response: GTL understands and complies. The Direct2inmate platform allows central management of users, software applications and kiosks. Through the platform it is possible to disable kiosks on an individual basis, by location or by facility. Authorized administration users can disable kiosks locally or centrally according to their assigned system privileges.


DOC Kiosk and Kiosk Services RFP Requirements

			
6	6	Kiosks shall have any attached power and network lines secured. .	<p> Response: GTL understands and complies.</p> <p>All power and network cables are secured within the wall mounted kiosk. Secure conduit will be used to contain cables connecting into the kiosk.</p>
7	7	Offeror shall ensure kiosk services are available to special needs offenders/locations. This shall include, but is not limited to: restricted housing units, restricted	<p> Response: GTL understands and complies.</p> <p>Kiosks can be installed in any location with power and network access. Wall mounted kiosks can be installed at a lower level to facilitate wheelchair access.</p>

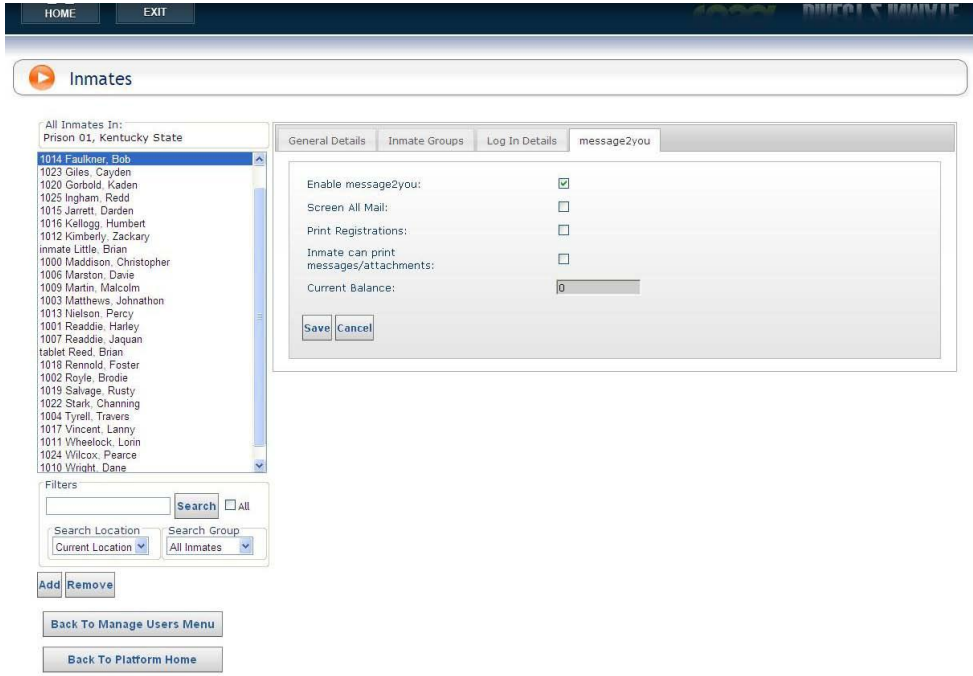

DOC Kiosk and Kiosk Services RFP Requirements

		<p>access locations, medical facilities, inmates with disabilities.</p>	<p>If required a mobile version of the kiosk (less rugged soft version) or the tablet version can be used in areas with limited access.</p> <p>The user interface has been designed to be intuitive and to enable people with low literacy levels to use the provided systems and services. Message2you includes text templates which allow an offender to select pre-defined text and automatically add the text to a message. The system buttons are image based to allow ease of use by low literacy or disabled users.</p> <p>The “increase text size” feature is designed to help offenders with visual impairment.</p>
<p>Kiosk Application</p>	<p>8</p>	<p>Offeror shall provide the method of ensuring offender ID security through two-factor authentication as approved by DOC.</p>	<p> Response: GTL understands and complies.</p> <p>The platform provides two-factor user authentication by means of standard “user name and password” method and biometric fingerprint login. The biometric method requires enrolment of offender users to capture reference fingerprint templates which are used to authentic users to the system. On presenting at the kiosk offenders place their “enrolled” fingers on the fingerprint sensor incorporated into the kiosk housing. The system checks the captured fingerprint against the template stored against the corresponding user name and password. On a positive verification the offender is granted access to their user account.</p> <p>Another security method includes barcode identification which requires the offender to be paired with an encrypted barcode card. The offender information is encoded onto the card during the printing process and matched with a unique PIN code supplied to the offender. A barcode reader will be attached to the offender kiosk and the offender must scan their card through the barcode</p>

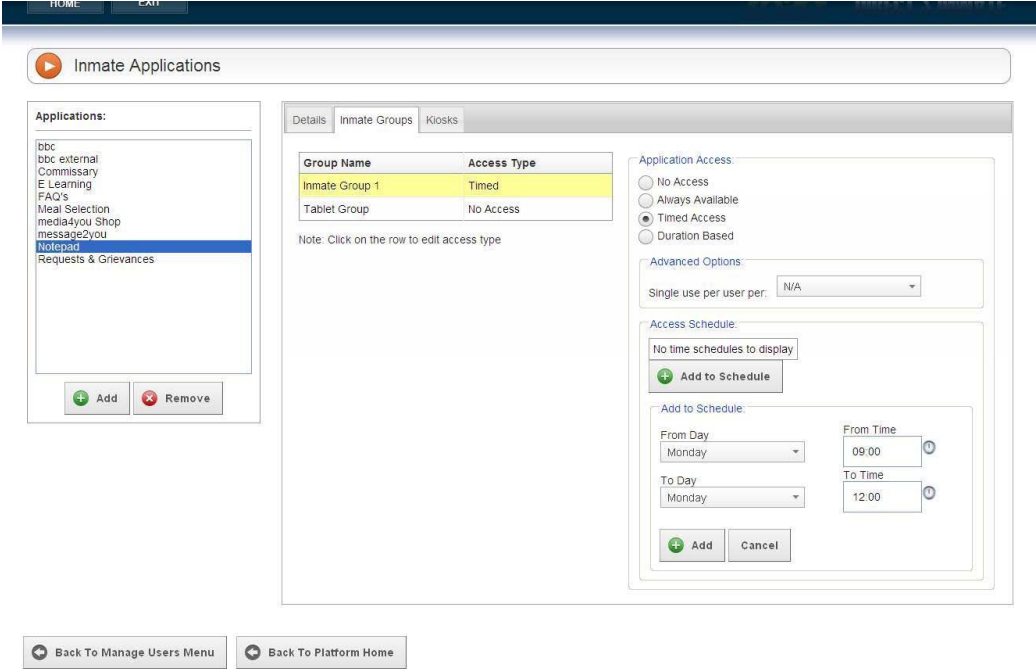

DOC Kiosk and Kiosk Services RFP Requirements

			<p>reader. The platform will prompt the offender to enter a unique PIN code to access the system. The platform will then verify that both the card scanned and the PIN code entered match. If the verification is successful the offender will be logged into their user account.</p> <p>Additionally, Magnetic swipe cards and RFID tags are also a possibility and follow a similar process as a barcode reader.</p>
	9	Offeror shall provide a method for managing authorized offender access to applications.	<p> Response: GTL understands and complies.</p> <p>The Direct2inmate platform allows central management of users, software applications and kiosks. Offender access accounts are created and managed through the platform. Access to applications can be assigned to individual offenders or to offender groups. A variety of offender groups can be set up and named within the platform. Each offender group is assigned a list of offender applications that can be accessed. This provides the PA DOC with flexibility to provide offenders with access to applications on a privilege based system. Offender groups are also assigned access to kiosk's providing greater offender control. Each offender is assigned a group during set up and can only access the applications and kiosks associated with that group.</p> <p>The platform could also interface with the PA DOC's Offender Management System to obtain demographic information.</p>

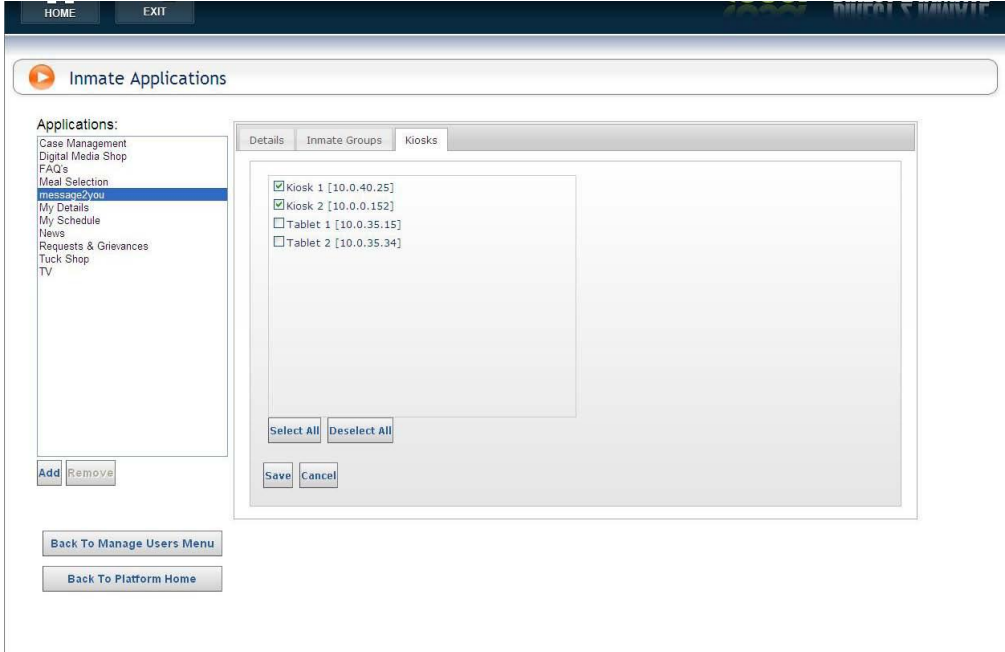

DOC Kiosk and Kiosk Services RFP Requirements

			
	<p>10</p>	<p>The Offeror shall provide an administrative process to control the frequency (i.e. daily, weekly) of kiosk sessions and amount of time per kiosk session allotted to offenders. The kiosk shall display a countdown timer for each session, including appropriate warning prior to expiration of session.</p>	<p> Response: GTL understands and complies.</p> <p>The platform allows staff to set up groups of offenders with access privileges for kiosks and applications. The platform also allows staff to assign group timed access to the overall Direct2inmate system as well as individual applications. Access can be assigned on a duration basis e.g. access for 1 hour per day or 5 hours per week or on time slot basis e.g. access from 1pm-5pm every Monday.</p> <p>These access rules can be assigned to the system as a whole or to individual applications. If applied to the system as a whole an offender will not be able to</p>

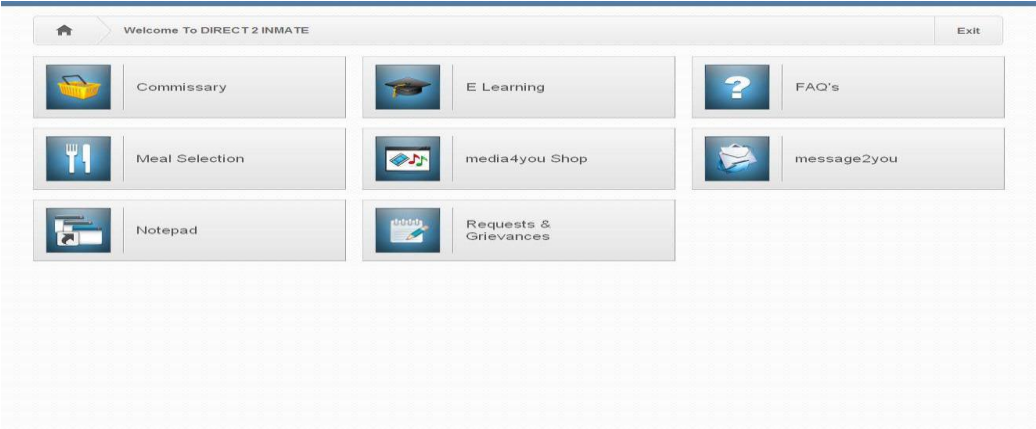

DOC Kiosk and Kiosk Services RFP Requirements

			<p>log on, if assigned to a specific application then the button to access that application will not be activated.</p> <p>A countdown timer can be displayed during kiosk sessions with a session expiration warning.</p> 
11	A single kiosk shall support all offender kiosk-based applications.	 <p>Response: GTL understands and complies.</p> <p>All offender kiosk-based applications specified in this RFP are supported by each kiosk.</p>	

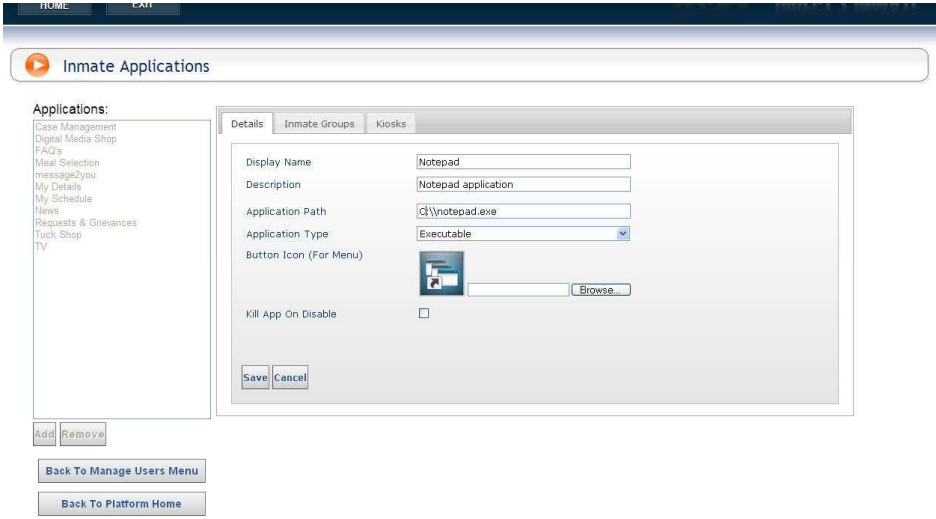


DOC Kiosk and Kiosk Services RFP Requirements

			<p>Kiosks are allocated applications using the platform. This allows a staff member to determine whether an application can be accessed through a particular kiosk. Administration staff can assign applications to kiosks on an individual or group basis or to all kiosks.</p> 
	<p>12</p>	<p>The solution shall include a front-end menu program screen after an offender is logged onto the system that presents a simple menu of applications authorized for that offender. Selection of a menu choice by the</p>	 <p>Response: GTL understands and complies.</p> <p>When an offender has successfully logged onto the kiosk they will be presented with the Direct2inmate menu. From the menu an offender can access applications for which they have authorization. The available applications are represented by large menu buttons with an icon representing the application</p>

DOC Kiosk and Kiosk Services RFP Requirements

		<p>offender shall manage subsequent application connectivity.</p>	<p>and a corresponding label. Application buttons appear for only those applications the offender is authorized to access. Selection of a menu choice by the offender manages subsequent application connectivity.</p> 
	<p>13</p>	<p>The solution shall include a user front-end menu program that presents a simple menu of applications available for non-offeror provided applications.</p>	<p> Response: GTL understands and complies.</p> <p>The Direct2inmate platform can manage and administer 3rd party applications. The non-offerer provided applications can be launched from the Direct2inmate platform and utilized by an offender using a kiosk on the system.</p> <p>The platform can run Windows apps (.exe) either stored locally or on a server. It can also display web applications hosted on any servers that are accessible from the kiosk network.</p>

DOC Kiosk and Kiosk Services RFP Requirements

			
<p>Kiosk Customer Interaction Messages</p>	<p>14</p>	<p>Messages shall be available in English and Spanish languages.</p>	<p> Response: GTL understands and complies.</p> <p>There are a range of customer interaction message channels available in Direct2inmate and the offerer-provided applications provided. These messages can be assigned a number of languages including English and Spanish.</p>
	<p>15</p>	<p>Message functionality shall include message prompts, customization and instructional prompts.</p>	<p> Response: GTL understands and complies.</p> <p>System messages can be edited and customized as required through the Message2you staff administration interface. A staff member can select a system message, assign a language and type in the subject and body text of the message. These messages might include terms and conditions, print</p>



DOC Kiosk and Kiosk Services RFP Requirements

			requests, credits received, undelivered message notifications etc.
	16	Offeror shall provide kiosk application instructions to offenders that are written at a 6 th grade reading level, do not include large blocks of text.	<p> Response: GTL understands and complies.</p> <p>Kiosk application instructions for offenders are available that are written at a 6th grade reading level.</p>
	17	DOC shall have the option to approve system messages prior to implementation .	<p> Response: GTL understands and complies.</p> <p>The PA DOC will have the option to approve system and customer messages at the set up stage prior to implementation.</p>
Kiosk Remote Management	18	Offeror shall provide remote management capabilities to include, at a minimum, the following: Monitoring; Diagnostics; Error resolution (including hardware/equipment reset); Software problem assistance; Intelligence reporting; Application and software updates and upgrades; Rebooting and controlling the remote kiosks from a central location.	<p> Response: GTL understands and complies.</p> <p>Secure Access: The platform has a wide range of remote management features available to system operators with the appropriate user privileges. They can be utilized locally or from a central location.</p> <p>Monitoring: The platform allows remote monitoring of kiosk activity. A staff member with the appropriate privilege level can select a kiosk or group of kiosks and view the activity on the kiosk. If a member of staff wishes to send a message to the kiosk or disable the kiosk they may do so remotely using the platform.</p> <p>Diagnostics and remote maintenance: There are several tools to assist in the remote support of the system; Hardware reset enables remote reset / reboots of devices on an individual / group / location or facility basis. This can be done according to a pre-defined schedule or on demand.</p> <p>There are facilities for the central management of software updates and</p>

DOC Kiosk and Kiosk Services RFP Requirements

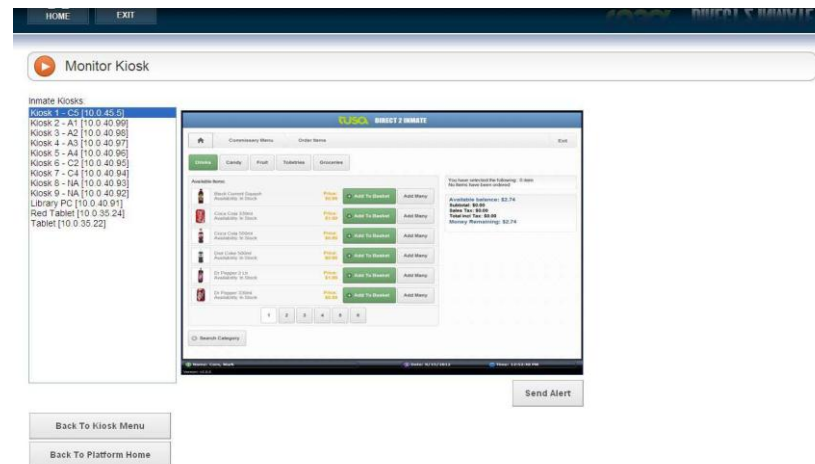
			<p>upgrades and software problem assistance.</p> <p>Reporting: The system is event based. All system activity (in the platform and Offerer-supplied applications) is stored in the audit trail and provides a full history of who did what, where and when. In addition there are a comprehensive range of intelligence reporting tools that identify linkages between contacts and identify data trends and unusual activity.</p> <p>Intelligence Reporting tools: The Intelligence Gathering Application is a secure login web application allowing staff to view and analyze offender transactions with the general public. The application provides details of electronic fund transfers (EFT), MP3 purchases and email interactions in a graphical and intuitive interface allowing staff to quickly identify patterns and connections. It makes it easy for DOC staff to identify and flag previously known relationships and to identify any unusual activity.</p> <p>The following diagram is an example of a system diagram which shows the email and EFT transactions between selected offenders and their external contacts. (Separate attachment)</p> <p>System diagrams allow staff to identify relationships between offenders and their external contacts. Changes in transactional patterns can be easily identified to a staff member e.g. increases in spending or emails sent/received.</p> <p>The system can highlight offenders overall trends as well as indentifying individual transactions. The system demonstrates offender transactions over a time period and compares these to an average. This allows a member of staff to easily view overall trends of emails, MP3 transactions and money deposits and</p>
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DOC Kiosk and Kiosk Services RFP Requirements

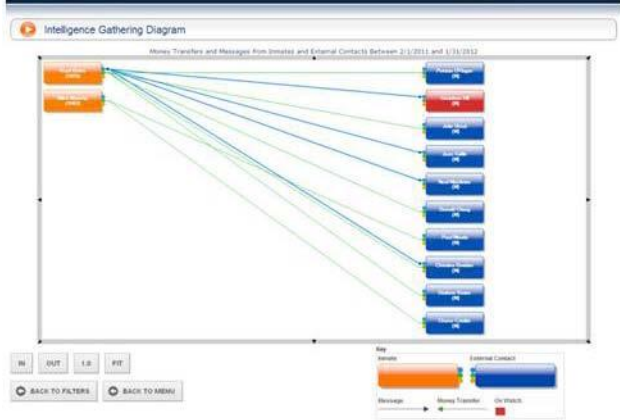

to identify major variations from the norm.

Parameters for communication can also be set within the Intelligence Gathering Module. The unusual activity reports on communication which has occurred above these parameters. For example if an offender sends a higher number of messages than within their normal parameters this will be flagged as unusual activity. This information is displayed on an easy to read diagram which allows staff members to drill down to view the actual message that may be suspicious. Staff can quickly analyse this information to make informed decisions.

Screen Shot 1



DOC Kiosk and Kiosk Services RFP Requirements

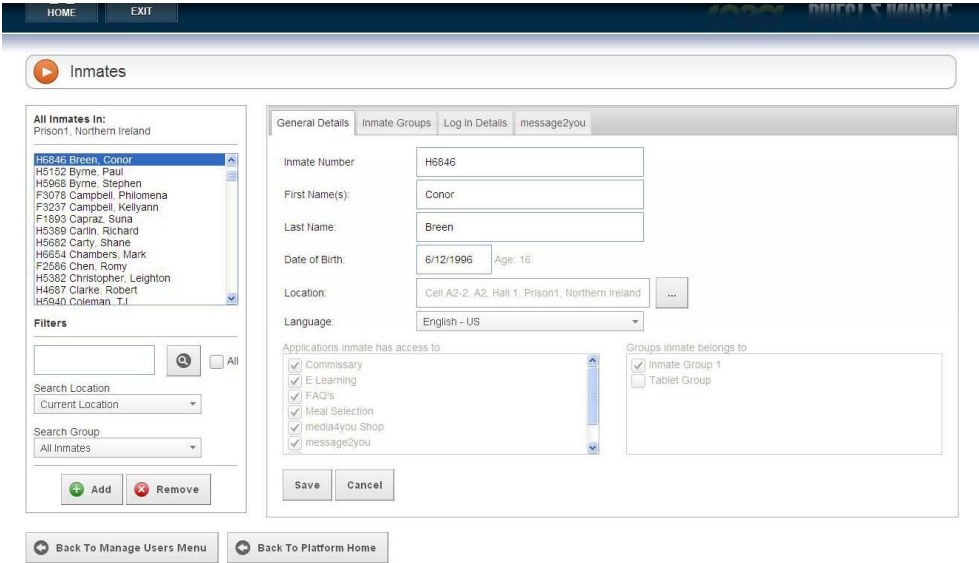

			<p>Screen shot 2</p>  <p>The screenshot shows a software interface titled 'Intelligence Gathering Diagram'. It displays a flow of data from 'Internal Contacts' (represented by orange boxes on the left) to 'External Contacts' (represented by blue boxes on the right). A legend at the bottom right identifies the flow as 'Message Transfer' and 'Message'. Navigation buttons like 'BACK TO FILTERS' and 'BACK TO MENU' are visible at the bottom.</p>
<p>19</p>	<p>The Offeror shall create and provide a process to manage offender users including but not limited to: Registration/re-registration, password maintenance; Log on or system problem resolution processes and procedures similar to a help desk function; Requirements and procedures for transferring offender user administration to PA DOC;</p>		<p> Response: GTL understands and complies.</p> <p>Registration/Re-registration: PA DOC staff approves Message2you user registration requests to ensure that only legitimate contacts can send emails to offenders. The Message2you administrative interface receives all registration requests made by external users. Each request includes details of the external user's personal information (name, address, e-mail etc); the request also includes details the offender they wish to communicate with. Staff must check the external user details against a black/red list and confirm that the user is allowed to communicate with the offender. If the external user is rejected by the staff member the user will be notified and will not be able to send emails to the offender. If the external user is accepted the offender receives notification of a new contact request. At this stage the offender can reject or accept the contact request. If the external user is rejected by the offender the user will be notified</p>



DOC Kiosk and Kiosk Services RFP Requirements

			<p>and will not be able to send emails to the offender. If the external user is accepted the external user is added to the offenders contact list.</p> <p>Password Maintenance: All offenders are set up on the platform. All new offenders will be automatically generated with an username and password and also have the option of being enrolled to logon using their fingerprint.</p> <p>Logon/System Problem resolutions: The message2you administration interface includes an email button to select for system support. The email will allow staff to upload a screen shot and compose message to describe the problem. This message is routed to our helpdesk and will be replied to within a pre-defined period.</p> <p>User Administration: The platform allows PA DOC staff to manage and administer all user, software and hardware data.</p>
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DOC Kiosk and Kiosk Services RFP Requirements

			
<p>Email</p>	<p>20</p>	<p>Email services shall include restrictions of senders/receivers, and keyword search capabilities on both incoming and outgoing messages Incoming/outgoing email shall be screened by the system using keyword search before download is allowed. Keyword screening shall identify the areas of risk and evaluate the risk level of e-mail. Unacceptable or questionable (moderate to</p>	<p> Response: GTL understands and complies.</p> <p>Within the Message2you administrative interface there are a number of restrictions available to authorized PA DOC staff to impose and remove, these include:</p> <p>User Approval: PA DOC staff approves Message2you user registration requests to ensure that only legitimate contacts can send emails to offenders. The Message2you administrative interface receives all registration requests made by external users. Each request includes details of the external user's personal information (name, address, e-mail etc); the request also includes details of the offender they wish to communicate with. Staff must check the</p>




DOC Kiosk and Kiosk Services RFP Requirements

	<p>high risk) e-mail shall be held or staged at a central location computer for DOC approval before it is available for offender delivery or download. Internet access/direct email reply is not allowed within the PA DOC.</p>	<p>external user details against a black/red list and confirm that the user is allowed to communicate with the offender. If the external user is rejected by the staff member the user will be notified and will not be able to send emails to the offender. If the external user is accepted the offender receives notification of a new contact request. At this stage the offender can reject or accept the contact request. If the external user is rejected by the offender the user will be notified and will not be able to send emails to the offender. If the external user is accepted the external user is added to the offenders contact list.</p> <p>Key Words: A predefined list of words or phrases that are deemed suspicious or unacceptable may be set up. Emails containing watch words are automatically flagged for review. This applies to both incoming and outgoing messages. On review, messages can be either withheld or released for delivery. Emails can be marked as “Do not deliver” by a PA DOC staff member carrying out the review. They must enter the reason why the email is not to be delivered. These emails are then archived and not sent.</p> <p>Automatic Review: Parameters can be set up to automatically review all emails for a particular offender or external contact if suspicious activity is suspected.</p> <p>Electronic Censorship: Text can be highlighted and censored electronically.</p> <p>Block Senders: The system is designed to allow staff to block any sender for any reason as determined by the PA DOC. For example, if there is a contact that is repeatedly sending electronic messages that have inappropriate or illegal content they can be blocked from the Message2you system. Blocked users can</p>
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DOC Kiosk and Kiosk Services RFP Requirements

			<p>be unblocked to resume communication.</p> <p>Delete Senders: PA DOC staff can mark contacts within the system to be deleted. This would delete the user from the system. The user would have to go through the registration process again if they were going to be allowed to use the system again.</p> <p>Message2you has no direct link to the internet. Standard email methods such as Simple Mail Transfer Protocol (SMTP) are not used. There are no open ports required on the corrections facility side of the network. There is a Virtual Private Network (VPN) link from the PA DOC to web message host service.</p>
	21	Email keyword search shall be edited at any time.	<p> Response: GTL understands and complies.</p> <p>Keywords/watchwords are input using the Message2you administration interface. An authorized user has the ability to add watchword categories e.g. Drugs and watchwords e.g. Cocaine. Watchword categories and watchwords can also be edited and deleted by a staff member with appropriate authorization</p>
	22	The solution shall include the capability for the DOC to manage email approvals at either an institution level as well as a state level.	<p> Response: GTL understands and complies.</p> <p>Authorized staff log into the administrative interface and inbox to review emails as required and censor if deemed necessary. The administrative interface can be configured to manage email approvals at institution level as well as state level. Staff user groups can be set up on the system and privileges assigned to determine access to the system. Privileges can be assigned according to whether a member of staff is working at institutional level or state level.</p>




DOC Kiosk and Kiosk Services RFP Requirements

			<p>The email review process can be carried out as follows:</p> <p>The PA DOC staff may review the email for appropriate content. Emails approved for delivery can be censored before being delivered.</p> <p>Emails go through an automated filter process that detects and highlights security sensitive words or phrases predefined by the PA DOC. A random sample of emails can also be reviewed as defined by the PA DOC. For example, if the PA DOC wants to review 1 in every 5 emails, or 10% of all emails, this functionality can also be set up.</p>
	23	Offeror shall provide unlimited storage of email. Commonwealth Data shall be provided in a format that is transferrable and usable to DOC at contract end.	<p> Response: GTL understands and complies.</p> <p>All emails are stored within a SQL database. There is no limit to the amount of email storage. There are several mechanisms for removing historical data when necessary, to improve performance, or for investigative or other requirements. Data may be archived off the database onto another storage device or exported from the database using a .csv file. A database server will be provided with enough physical storage to effectively operate the system, supported by other mechanisms for longer term off line storage.</p>
	24	Offeror shall ensure all data is managed to ensure availability at contract end.	<p> Response: GTL understands and complies.</p> <p>All data will be managed to ensure availability at contract end. At the end of the contract GTL will have all archived data available. The PA DOC will provide instructions of where the data is to be transferred.</p>
	24	The solution shall include the ability for email to include photos. The	<p> Response: GTL understands and complies.</p>

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		<p>solution shall allow for separate view of photos from messages and the ability to reject/accept any combination of those.</p>	<p>External users can send photos as an attachment to an email on the Message2you website. All emails containing photo attachments are received by the staff computer for review. The email content and the attachment content have different processes for review and approval.</p> <p>All incoming attachments must be approved before being forwarded to an offender to view on a kiosk. The offender may also request a print out of this photo.</p> <p>Images can also be marked as being inappropriate and will be stored and not delivered. If the email containing the image is approved the offender will receive the email with notification that an attachment has been blocked.</p> <p>If an attachment contains an image of a child a staff member can mark it as “Contains children”. This image will not be displayed on a kiosk. If the contents of the email have been approved, the offender will receive notification that an image, which contains children, has been sent to them.</p> <p>Photo images may be reviewed individually as part of the email review process or through the separate image review feature. This enables incoming photo images to be reviewed more efficiently from a central location.</p> <p>Email content may be accepted/rejected independently from the review outcome of any attached photo image.</p>
	<p>25</p>	<p>The solution shall allow offenders authorization to respond to incoming email only and not allow offenders to initiate email. The solution shall only</p>	<p> Response: GTL understands and complies.</p> <p>All offenders are set up on the platform and assigned the Message2you application to provide offender access to the system. During this set up process</p>

DOC Kiosk and Kiosk Services RFP Requirements



		allow one response per incoming email. The solution shall include the ability to implement multiple responses as future functionality.	staff can define whether the offender group can reply to or initiate an email. If they are set up to reply to an email the staff member enters the number of replies the offender group are allowed. This provides the PA DOC with the flexibility to assign only 1 reply at the start of the contract and assign more responses in the future.
	26	The solution shall provide the user with view, alternative display and/or print options. (Printing shall not be provided at the kiosk)	 Response: GTL understands and complies. The offender can view all approved/reviewed emails and attachments from a kiosk. Offenders have the option to order print emails and attachments from the kiosk. These print requests will be received by administration staff and added to the print list. Print requests are chargeable and credits will be deducted from the offenders account. Printers used for this process are set up easily in the Message2you system by staff users. Offenders may request black and white print or color prints.
	27	E-mail solution shall allow third party users to send e-mail through an Offeror-provided website.	 Response: GTL understands and complies. The offender's contacts (third party users) access the email system via the secure Message2you website
	28	Offeror's website shall require third party users to create an account and log-in credentials.	 Response: GTL understands and complies. The user sets up an account, providing a username and password. Personal information is also captured for identification including name and address. The user will receive an email from Message2you and click on the link provided to activate their account. Once the account is activated, the user is able to sign in using their chosen username and password. After signing in for the first time, they will be asked to complete their profile.






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	<p>29</p>	<p>Access to the Offeror provided website shall be free to third party users; Upon establishment of an account by third party users, users shall have the ability to view sent and received messages and photos.</p>	<p> Response: GTL understands and complies.</p> <p>Access to the Message2you website is free to access and to register an account. To initiate communication with an offender the User specifies the facility and the offender they wish to communicate with i.e. name and offender number.</p> <p>Once the User has requested to communicate with an offender and has agreed to the PA DOC's terms and conditions, a registration request is sent to the facility.</p> <p>At the facility, the registration request is viewed. The facility staff verifies that the offender is authorized to communicate with the contact and approves the request before the offender can receive secure electronic messages.</p> <p>If a registration request is approved, the offender will appear on the Users contact list. The User also receives an email to inform them that their offender contact registration has been approved and that they can begin communications.</p> <p>The User buys credits, which are then deducted from their account when the email has been successfully sent.</p> <p>The User can compose a message/attachment to send to the specified offender, and submits it via the secure Message2you website. The inbox and general process of sending the secure electronic message is similar in look and feel to a traditional email system. The process is intentionally designed to emulate email in order to make the system as familiar and easy to use as possible for family and friends.</p>
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DOC Kiosk and Kiosk Services RFP Requirements

			<p>The user can select options when sending an email including whether the message is to be printed and they can also choose to pay for the printing.</p> <p>The external user receives all emails within the Message2you inbox</p>
	30	<p>Third party users shall be allowed to purchase message credits, pay for offender reply messages and printing of e-mail and photos using their credits on the Offeror provided website via credit or debit card.</p>	<p> Response: GTL understands and complies.</p> <p>Once signed in to Message2you, using their username and password a user can:</p> <ul style="list-style-type: none"> • Click on “Buy Credits” from the side menu. • Select the messaging bundle they wish to purchase. • Purchase credits using a Credit/Debit card <p>These credits can be used to pay for the following:</p> <ul style="list-style-type: none"> • To send an email to a contact • To send a photo attachment to a contact • To send an E-card to a contact • To send credits to a contact to allow them to reply • To pay for the printing of an email, attachments or e-card by a contact (black and white and color options)
	31	<p>Third party users shall have the ability to access their account 24/7/365</p>	<p> Response: GTL understands and complies.</p>


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		with point- in-time capability to verify pre-paid balance or remaining credits available.	The Message2you is available 24/7/365. The website has a full audit trail of all user activity and records all financial transactions in real time.
	32	Third party users shall have the capability to attach photos to e-mail messages subject to supplier photo sizing limitations, (i.e. third party users shall have the capability to send photos and e-mail messages together via the Offeror provided website by single transaction).	 Response: GTL understands and complies. When a user has logged onto the Message2you website, added a contact and purchased credits they can send email and attachments. Attachments are subject to file size limitation and are sent in a single transaction along with the message.
	33	Third party users shall have access to Customer Service (in English and Spanish) via the Offeror provided website.	 Response: GTL understands and complies. GTL provides toll-free access to both automated (fully functional) and live operator assistance. Knowledgeable operators are available seven days (7) per week, and up to twenty-four (24) hours per day. GTL provides customer service in both English and Spanish, and maintains a robust escalation protocol for quick resolution of any technical issues. Every GTL operator has access to all customer records in real-time, ensuring they are able to handle any questions.
	34	Third party users shall have access and agree to a disclaimer via the Offeror provided website indicating that all messages sent to and from PA DOC facilities through the Offeror website shall be screened and either	 Response: GTL understands and complies. The external user must agree to the PA DOC's Terms and Conditions prior to gaining approval to communicate with an offender. The Terms and Conditions will state that all emails sent to the offender may be reviewed by staff and approved or rejected based on content. This statement will also advise the user

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		approved or disapproved based on content.	that any content that violates institutional rules or the law will result in applicable consequences. The user will also have to agree to the Terms of Website Use before they can create an account and begin using the Message2you service. The wording of the disclaimer can be edited through the staff interface.
35	Offerer's electronic message solution shall provide access to foreign language translation capability. At a minimum, English to Spanish and Spanish to English translation shall be provided with option for additional language translation at no cost.	 Response: GTL understands and complies. The external user website is multi-lingual capable and can be displayed in English and Spanish, and other languages as required. The staff interface to the system can display translated messages, however this translation is performed using machine based translation therefore, it cannot be guaranteed or warranted to be 100% accurate.	
36	Offeror provided secure website shall require a log-in for authorized PA DOC facility staff segregated by institution. Designated Central Office staff shall have access to all institution sites.	 Response: GTL understands and complies. Message2you provides a secure website for authorized staff to log on and view emails. Only staff members that are enrolled and assigned privileges may access the offender emails. PA DOC facility staff maybe assigned privileges to access details of their facility only. Central office staff can be assigned privileges to access all institutional sites. If additional security is required we can provide the additional option for biometric login for specific staff PC's.	
37	Authorized PA DOC facility staff shall have the ability to open and review incoming (received), outgoing (sent) e-mail and	 Response: GTL understands and complies. Authorized facility staff log into the Message2you interface to manage emails.	

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		<p>photos to approve or disapprove for content; Offeror provided software shall allow authorized PA DOC facility staff the ability to flag and sort all received and sent e-mail by: to, from and/or by subject fields.</p>	<p>The facility staff may open and review emails and photo attachments for appropriate content. Emails and photos approved for delivery will be forwarded on to offender inboxes for viewing on the kiosk. Those that are not approved will not be forwarded onto the offender.</p> <p>All photos are reviewed and approved by a staff member before being sent to an offender. Approved images are then processed viewing on a kiosk and printing if requested.</p> <p>Images can be marked as being inappropriate and will be stored and not delivered. Images can also be marked as “contains children”, these can only be printed.</p> <p>All incoming and outgoing emails are displayed in the message inbox or outbox on the staff interface. Messages are listed by row with the following summary information; to, from, subject and date at the top of each subject column. Authorized PA DOC staff can easily sort the messages by the subject fields to, from, subject and date, simply by clicking on the subject column title field. Individual messages can be flagged by selecting it in the list.</p>
	<p>38</p>	<p>The solution shall include the capability to have unauthorized content removed or redacted remotely (either by the Offeror or authorized DOC staff)</p>	<p> Response: GTL understands and complies.</p> <p>Once reviewed all incoming and outgoing emails can be marked as “Not to be delivered”. A member of staff is prompted to enter the reason why the email has been blocked. This email is then saved in an archive. A staff member can view these emails within the not to be delivered inbox. If a small portion of the message is determined to be unsuitable, the message can be modified to hide unapproved content by means of the censorship tool.</p>




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			<p>Example: This message has censored parts so it will be never viewed.</p>
39	<p>The solution shall provide authorized PA DOC facility staff the ability to assign levels of security and edit keyword and phrases for custom content</p>	<p> Response: GTL understands and complies.</p> <p>The Direct2inmate platform allows central management of users. Staff access accounts are created and managed through the platform. Access to applications and specific functions within the applications can be assigned to individual members of staff or to staff groups on privilege bases. It is recommended that groups are defined that relate to specific staff roles. The functionality and security appropriate to each staff role can then be defined through the system and facility staff can be assigned to the appropriated staff group.</p> <p>From the administrative interface, authorized staff can conduct various review and approval activities.</p> <p>Keyword Functionality</p> <p>Keywords Filter: The facility sets up a predefined list of words and phrases that are deemed suspicious or restricted. Incoming messages are checked against this list and all messages containing these words are flagged as suspicious within the system. Authorized facility staff reviews these messages and they must be approved before sending to the offender. Messages that are clear from watch words may be automatically sent to the offenders account if appropriate.</p>	
40	<p>Authorized PA DOC facility staff shall have the ability to select groups of (i.e. housing units) e-mail messages and photos for</p>	<p> Response: GTL understands and complies.</p> <p>A staff member can select messages by location and offender group and</p>	




DOC Kiosk and Kiosk Services RFP Requirements

		approval or denial without having to read/view content.	process the messages through the approval process accordingly, without having to view content.
	41	Solution shall allow authorized PA DOC facility staff to route received and sent e-mail and photos to the prospective offender and between facilities.	<p> Response: GTL understands and complies.</p> <p>All approved emails and attachments are routed to the offender inbox regardless of where they are based. Providing the current offender location is available (through integration with the offender system) the system will know where an offender is located and will give them access to the kiosk, their e-messages and printing resources in that facility / area.</p>
	42	Solution shall provide the authorized PA DOC facility staff the ability to see layers of connections of communications (received and sent email messages and photos) between offender and third party users	<p> Response: GTL understands and complies.</p> <p>The solution allows the PA DOC facility to see layers of connections of communications.</p> <p>The Intelligence Gathering Application is a secure login web application allowing staff to view and analyze transactions and connections between offenders and the general public. The application provides details of electronic mail interactions in a graphical and intuitive interface allowing staff to quickly identify patterns and connections. It makes it easy for PA DOC staff to identify relationships among offenders and external contacts.</p> <p>The system allows PA DOC staff to see all interactions between offenders and contacts and the relationships between offenders and shared contacts including email and money deposits.</p> <p>The Intelligence Gathering Application reduces the time to process large amounts of data as only relevant data is processed. The information provided</p>




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			by the Intelligence Gathering Application can be exported from the system as a batch or CSV file.
	43	Solution shall provide authorized PA DOC facility staff to review transaction history of offenders and third party users.	 Response: GTL understands and complies. Every transaction made within the Message2you system is recorded in an audit trail. Transaction information can be reported within a number of pre-defined reports, which analyze the data accumulated from the system. Designed for ease of use, the reporting feature incorporates flexible filtering and sorting functionality for extracting information such as transaction history. The reporting feature allows authorized staff to filter reports on offender, external user and timeframe to generate a report of all transactions including emails, attachments and credits.
	44	Solution shall allow multiple photos to be viewed individually or shown simultaneously via thumbnails on the view screen allowing the authorized PA DOC facility staff the ability to approve or deny content.	All attachments sent from an external contact are automatically organized within an attachment inbox displaying photo thumbnails of all photos received which have not been processed. A staff user can use the search box to find a particular attachment or group of attachments using the following filters: Location, classification and date. From this inbox staff can change the classification of the attachment to the following: Not classified – This is the default setting, this indicates that the attachment has not been reviewed and therefore will not be sent. Approved – This indicates the attachment has been reviewed and approved. This will be forwarded to an offender.

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			<p>Contains Children – This indicates that the attachment contains an image of a child. This attachment cannot be viewed on the offender kiosk but may be printed out by the offender. This rule is in place to protect the image of a child being viewed by other offenders.</p> <p>Inappropriate – This indicates that the attachment is inappropriate and will not be forwarded to the offender.</p> <p>The classifications types may be customized if required.</p>
	45	Solution shall include the capability to archive and retrieve all e-mail messages and photos received and sent from and to offenders and third party users	<p> Response: GTL understands and complies.</p> <p>All processed emails and attachments may be archived off the live database after a predefined time period. A staff member may search by offender or external user from a specific date range to retrieve an email from the archive. Staff can also refine their search to emails that contain attachments and attachment status. The results will show communication between offender and external user in specific date range. The required materials (email and or photos) can be selected from the archive search for retrieval.</p>
	46	Email storage, including archives, shall, at minimum, be indexed by individual offender to allow for retrieval.	<p> Response: GTL understands and complies.</p> <p>A staff member may search by offender or external user from a specific date range to retrieve an email from the archive.</p>
	47	Email storage, including archives, shall include full text search capability.	<p> Response: GTL understands and complies.</p> <p>Email storage will include full text search capability. All fields within the live email database and archived emails can be searched using full text search.</p>

DOC Kiosk and Kiosk Services RFP Requirements

			This allows a member of staff to enter details available such as name, offender number etc. Staff can also filter search based on whether email with a photo and photo category.
48	Email system shall have the ability to print authorized messages and photos at DOC discretion or as requested by offender. Printing shall not be performed at the kiosk.	 Response: GTL understands and complies. The offender can to view all approved/reviewed emails and attachments from a kiosk. Offenders have the option to order prints of emails and attachments from the kiosk. These print requests will be received by administration staff and added to the print list. Print requests are chargeable and credits will be deducted from the offenders account. Printers used for this process are set up easily in the Message2you system by staff users. Offenders may request black and white print or color prints. Printing is available at network printers controlled by staff users. It is not performed at the offender kiosk.	
49	System shall allow authorized PA DOC staff to view messages and photos for internal review and investigation purpose only and release these messages to the kiosk for offender retrieval.	 Response: GTL understands and complies. Facility staff review all incoming and outgoing emails and photos relating to their facility for internal review and investigation purposes. All approved emails and attachments are routed to the kiosk assigned to an offender so they can read and reply to their emails.	
50	Email system shall have the ability for the offender to view and respond electronically to all approved email messages. These messages shall be reviewed by PA DOC staff before being electronically released by the Offeror's system for delivery back to	 Response: GTL understands and complies. Offenders will have the ability to view and respond electronically to all approved email messages. PA DOC staff will be able to review the messages before they are released to Offenders. Only offenders with access to a kiosk and set up for two-way communication	




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		the sender.	<p>with an external contact can send emails. When an offender chooses to reply to an email the system automatically addresses it to the person who initiated the message.</p> <p>When an offender has replied to an email, it is sent for review. Authorized facility staff log into the Message2you interface to review emails as required. Once approved, emails are released to the external user account of the person who initiated the message.</p>
Offender Accounts	51	The Offeror shall provide a process for integration with DOC's system that allows offenders to view their current account balance.	<p> Response: GTL understands and complies.</p> <p>The interfaces that GTL will set up in cooperation with the PA DOC will include offender identifiers, location information including facility and housing units and account balances. GTL will provide links that would be available to the PA DOC's trust accounting system in the Commissary application. Offenders will have the ability to view their current balances when accessing the Commissary application.</p>
	52	Offeror shall provide an electronic offender account statement showing all transactions for the preceding calendar month.	<p> Response: GTL understands and complies.</p> <p>GTL will provide an account statement once a month showing all transactions.</p>
EFT	53	Kiosks installed in the visitation area shall be limited to deposits only and shall include cash and credit/debit cards. No coins or checks are to be accepted.	<p> Response: GTL understands and complies.</p> <p>The OffenderConnect® Lobby Kiosks to be installed in the visitation area shall be limited to deposits only and will include deposits limited to cash and credit/debit cards. No coins or checks will be accepted. The OffenderConnect®</p>



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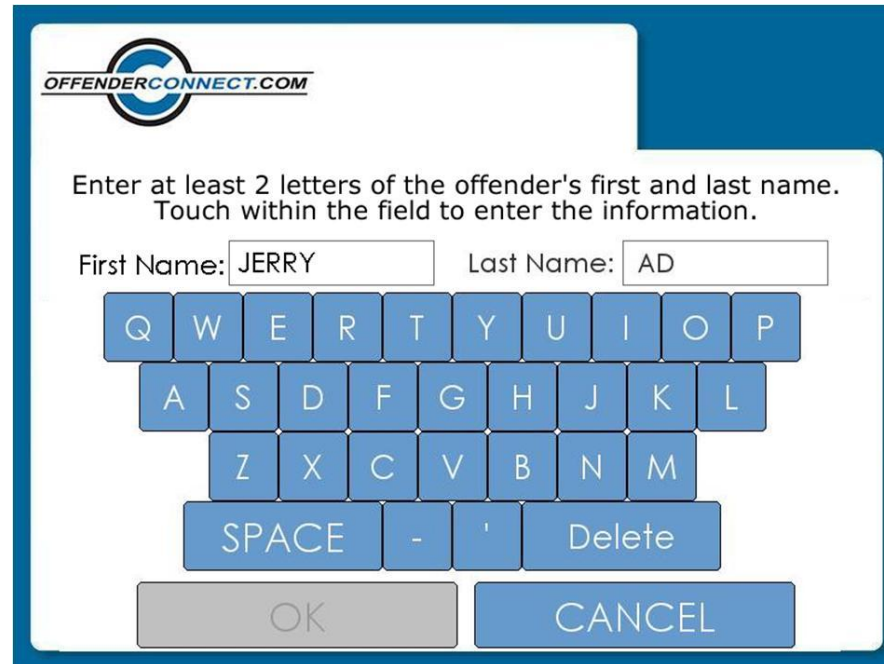
			<p>Lobby Kiosks are monitored 24/7 to ensure their availability at any time PA DOC requires and can be programmed to be operational during any periods of time PA DOC would require.</p>
	<p>54</p>	<p>The Offeror shall provide an EFT solution for funding of offender accounts via lobby kiosk.</p>	<p> Response: GTL understands and complies.</p> <p>GTL proposes our OffenderConnect Kiosks to be placed into the lobby of each facility with the approval of the facility administrator. GTL will work with the facility to determine the best location for these industry leading kiosks.</p> <p>Funding of an offenders account through the OffenderConnect Kiosk is a very simple procedure that is broken into three functional areas. First and foremost, the user must select an offender whose commissary account they wish to fund and confirm the offender’s identity as presented to the user on the screen.</p> <p>Once confirmed the user will be presented with a terms and conditions page that they must read and acknowledge. Once this has been completed the user simply feeds their bills into the bill acceptor for validation and posting to the offenders account. At the end of the transaction a receipt is printed for the user’s reference.</p> <p>At no time does the user have access to any PA DOC live data since this kiosk resides on the GTL closed network and the kiosk is only communicating with our primary data center. This transaction is then processed and transmitted using the PA DOC’s preferred methodology for posting to the offender’s account.</p> <p>Each business day received funds are transferred via ACH from GTL Concentration Bank Account to the PA DOC account (s). A third party</p>

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collection service removes the cash from the kiosk on a routine basis and deposits the cash into GTL's deposit bank account.

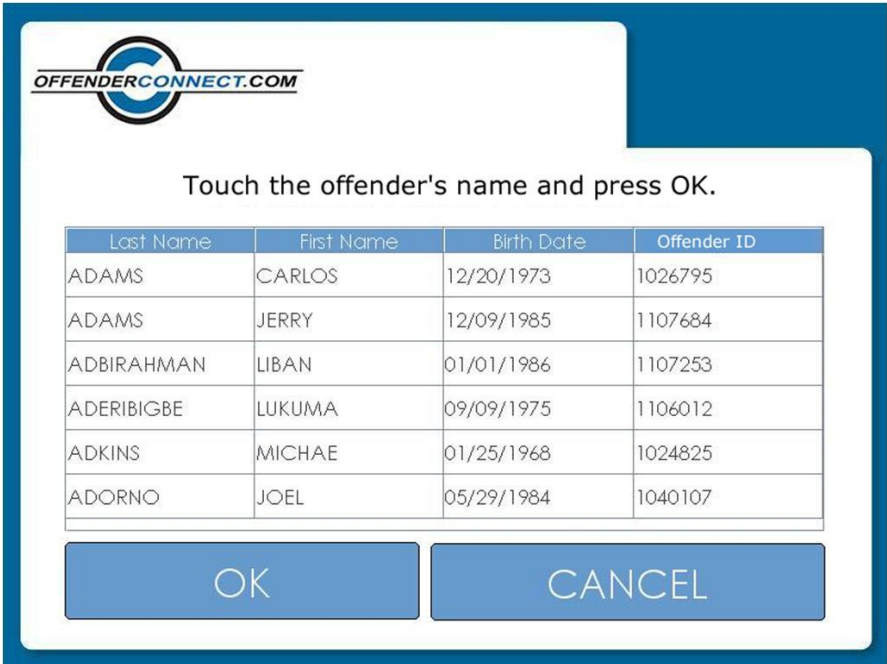
The lobby kiosk has the added benefit of being able to fund prepaid telephone accounts providing another convenient method for friends and family members to fund their prepaid telephone account. **As your current inmate telephone service provider, only GTL offers this capability.**

The following screens show the steps used to ensure that deposits made are accurate and will be credited to the correct inmate.

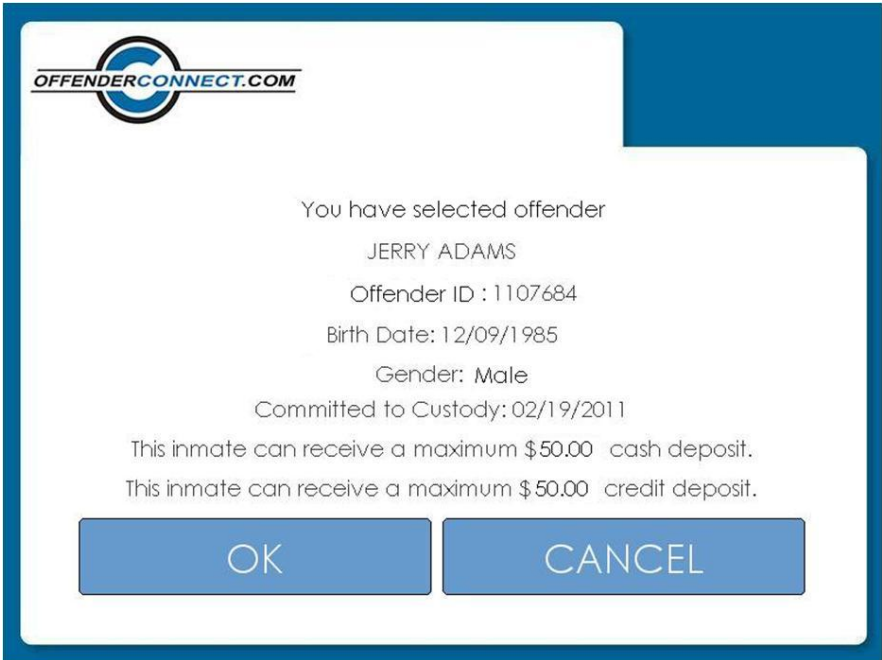



Search for the Inmate

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			 <p>OFFENDERCONNECT.COM</p> <p>Touch the offender's name and press OK.</p> <table border="1"> <thead> <tr> <th>Last Name</th> <th>First Name</th> <th>Birth Date</th> <th>Offender ID</th> </tr> </thead> <tbody> <tr> <td>ADAMS</td> <td>CARLOS</td> <td>12/20/1973</td> <td>1026795</td> </tr> <tr> <td>ADAMS</td> <td>JERRY</td> <td>12/09/1985</td> <td>1107684</td> </tr> <tr> <td>ADBIRAHMAN</td> <td>LIBAN</td> <td>01/01/1986</td> <td>1107253</td> </tr> <tr> <td>ADERIBIGBE</td> <td>LUKUMA</td> <td>09/09/1975</td> <td>1106012</td> </tr> <tr> <td>ADKINS</td> <td>MICHAE</td> <td>01/25/1968</td> <td>1024825</td> </tr> <tr> <td>ADORNO</td> <td>JOEL</td> <td>05/29/1984</td> <td>1040107</td> </tr> </tbody> </table> <p>OK CANCEL</p> <p>Select the Inmate (scroll if necessary)</p>	Last Name	First Name	Birth Date	Offender ID	ADAMS	CARLOS	12/20/1973	1026795	ADAMS	JERRY	12/09/1985	1107684	ADBIRAHMAN	LIBAN	01/01/1986	1107253	ADERIBIGBE	LUKUMA	09/09/1975	1106012	ADKINS	MICHAE	01/25/1968	1024825	ADORNO	JOEL	05/29/1984	1040107
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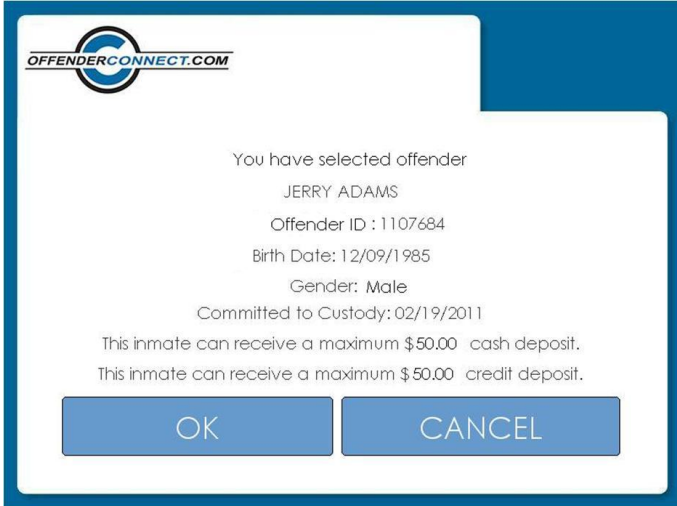
DOC Kiosk and Kiosk Services RFP Requirements

			 <p style="text-align: center;">Confirm Inmate Information (with deposit limits listed)</p>
	55	Solution shall offer security features to ensure accurate deposits.	 <p>Response: GTL understands and complies.</p> <p>The following screens show the steps used to ensure that deposits made are accurate and will be credited to the correct inmate</p>

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			<div data-bbox="1018 284 1675 776" data-label="Form"> <p>OFFENDERCONNECT.COM</p> <p>Enter at least 2 letters of the offender's first and last name. Touch within the field to enter the information.</p> <p>First Name: <input type="text" value="JERRY"/> Last Name: <input type="text" value="AD"/></p> <p>Q W E R T Y U I O P A S D F G H J K L Z X C V B N M SPACE - ' Delete OK CANCEL</p> </div> <p style="text-align: center;">Search for the Inmate</p> <div data-bbox="1010 878 1675 1382" data-label="Form"> <p>OFFENDERCONNECT.COM</p> <p>Touch the offender's name and press OK.</p> <table border="1"> <thead> <tr> <th>Last Name</th> <th>First Name</th> <th>Birth Date</th> <th>Offender ID</th> </tr> </thead> <tbody> <tr> <td>ADAMS</td> <td>CARLOS</td> <td>12/20/1973</td> <td>1026795</td> </tr> <tr> <td>ADAMS</td> <td>JERRY</td> <td>12/09/1985</td> <td>1107684</td> </tr> <tr> <td>ADBIRAHMAN</td> <td>LIBAN</td> <td>01/01/1986</td> <td>1107253</td> </tr> <tr> <td>ADERIBIGBE</td> <td>LUKUMA</td> <td>09/09/1975</td> <td>1106012</td> </tr> <tr> <td>ADKINS</td> <td>MICHAE</td> <td>01/25/1968</td> <td>1024825</td> </tr> <tr> <td>ADORNO</td> <td>JOEL</td> <td>05/29/1984</td> <td>1040107</td> </tr> </tbody> </table> <p>OK CANCEL</p> </div>	Last Name	First Name	Birth Date	Offender ID	ADAMS	CARLOS	12/20/1973	1026795	ADAMS	JERRY	12/09/1985	1107684	ADBIRAHMAN	LIBAN	01/01/1986	1107253	ADERIBIGBE	LUKUMA	09/09/1975	1106012	ADKINS	MICHAE	01/25/1968	1024825	ADORNO	JOEL	05/29/1984	1040107
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DOC Kiosk and Kiosk Services RFP Requirements



			<p style="text-align: center;">Select the Inmate (scroll if necessary)</p> <div style="text-align: center;">  <p>The screenshot shows a confirmation window from OffenderConnect.com. It displays the following information: 'You have selected offender JERRY ADAMS', 'Offender ID : 1107684', 'Birth Date: 12/09/1985', 'Gender: Male', and 'Committed to Custody: 02/19/2011'. Below this, it states: 'This inmate can receive a maximum \$50.00 cash deposit.' and 'This inmate can receive a maximum \$50.00 credit deposit.' At the bottom are 'OK' and 'CANCEL' buttons.</p> </div> <p style="text-align: center;">Confirm Inmate Information (with deposit limits listed)</p> <p>GTL uses “state of the art” bill acceptors in their OffenderConnect® Lobby Kiosks to ensure our customers have fewer hassles, ultra low jam rates and that accepts bills up or down facing so the customers needn’t flip or turn bills prior to inserting them into the kiosk. The OffenderConnect® Lobby Kiosks take torn, wrinkled, faded and even dirty bills and will process them in less than 4 seconds from bill acceptor accepting the bill, validating the currency and storing it in our large capacity bill cassette. The bill validator is able to detect counterfeit currency and upon identification returns the bill to the depositor. GTL assumes all responsibility for any counterfeit currency that is accepted by our kiosks as well as accepting responsibility for all deposits made on any of</p>
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DOC Kiosk and Kiosk Services RFP Requirements

			our payment channels.
56	Solution shall provide the option to set minimum and maximum deposit levels.	<p> Response: GTL understands and complies.</p> <p>The GTL payment channels all have the options available to set minimum and maximum deposit levels.</p>	
57	The Contractor shall guarantee funds collected (PA DOC shall not be held liable for fraudulent transactions related to the collection of said funds).	<p> Response: GTL understands and complies.</p> <p>GTL accepts responsibility for all deposits made on our payment channels.</p>	
58	The solution shall provide administrative functionality that allows DOC staff to view all EFT transactions in detail (at a minimum, offender name, Offender ID#, amount of transaction, sender name, sender contact information). Each SCI shall have access only to transactions belonging to them; Central Office shall have access to all DOC facilities' transactions.	<p> Response: GTL understands and complies.</p> <p>GTL has the capability utilizing OffenderConnect® to report inmate deposits (from intake/booking kiosk, lobby kiosk, web, and IVR) to PA DOC enabling the PA DOC staff designated to view all EFT transactions..The system offers the ability to view transactions by facility or to all transactions based upon requirements of the PA DOC.</p> <p>All money (from all sources) deposited in any day will be ACH'ed to the proper bank accounts as determined by the PA DOC, on the next business day.</p> <p>To support PA DOC reconciliation of accounts, GTL's payment systems will send an automated email daily that states the total amount of money ACH'ed and a listing of the individual transactions. The email can be formatted to present the information as desired by the PA DOC, e.g. segregated by deposit source or by PA DOC institution. The email provides transactions in HTML format and also includes an Excel attachment to allow for easy importing of the</p>	

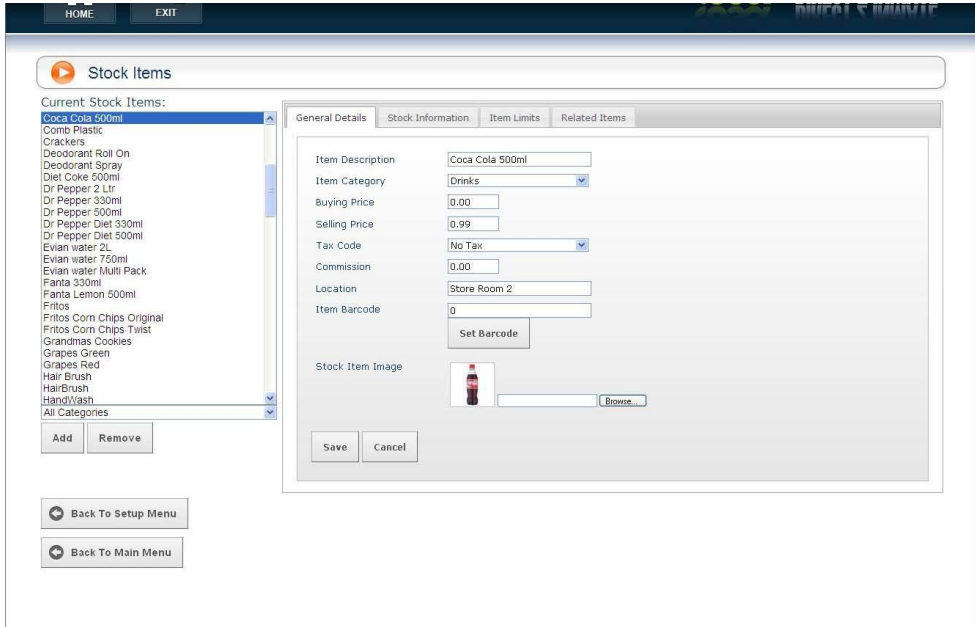

DOC Kiosk and Kiosk Services RFP Requirements

			transaction records.
	59	The solution shall provide administrative functionality that allows DOC staff to block senders and/or inmates because of fraudulent or improper activity.	<p> Response: GTL understands and complies. Utilizing the OffenderConnect® Management Portal and the data from the interfaces that GTL will set up in cooperation with the PA DOC, staff will be able to block deposits from identified senders, as well as, inmates being able to receive deposits once identified as individuals involved in fraudulent or improper activity. All deposit activity utilizes OffenderConnect® to identify depositors and inmate recipients.</p>
Offender Commissary	60	The solution shall include the capability for offenders to place commissary orders directly through the kiosk based on offender criteria.	<p> Response: GTL understands and complies. The proposed solution will provide the DOC with an automated and efficient Commissary application.</p> <p>Replacing the need for manual ordering; using a touch screen offenders order items and funds are automatically deducted from their account. Through the touch screen offenders can also access account balances and transaction histories.</p> <p>Product images make the electronic store easier to navigate and to select the correct item. This feature also makes it easier for illiterate or non-English speaking offenders to independently and successfully access this service.</p> <p>Offender access rules to the commissary application can be applied individually by offender and by offender group. Among rules include</p> <ul style="list-style-type: none"> • Access restrictions to the commissary application by day/time /location • Restrict the number of orders offenders can submit per week




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			<ul style="list-style-type: none"> Limit product and monetary spend e.g. if a rule is broken the offender choice is modified and is informed why, e.g. “You have reached your purchasing limit for this product”. <p>Please see details of Commissary solution in section IV-3 C for more information.</p>
	61	The solution shall display only the catalog of items that the offender is allowed to order based on offender criteria.	<p> Response: GTL understands and complies.</p> <p>The Commissary application is restriction capable. Offender order privileges and restrictions, including dietary and disciplinary, are fully determined by the PA DOC.</p> <p>The systems administrative interface enables staff to easily manage all offender transactions and commissary inventory. From here staff can assign commissary item(s) to an offender group. Only offenders within these groups will be able to purchase the assigned item(s). When an offender logs onto the Commissary application they will view only the catalog of items that they are allowed to order based on their offender group criteria.</p>
	62	The Offeror shall provide the ability for DOC to maintain catalogs.	<p> Response: GTL understands and complies.</p> <p>The product catalog is grouped into categories, e.g., groceries, candy, toiletries. Within each category individual items are listed, along with product description, image and pricing. Staff using the administrative interface can set up and define each category description, group items into categories and assign to offender group(s).</p>




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	<p>63</p>	<p>The Offeror shall provide a plan and process for managing the time periods when commissary orders can be submitted and processed based on location.</p>	<p> Response: GTL understands and complies. Within the platform offenders and kiosks are assigned to a location ID. Rules can be fully determined by the PA DOC to limit access to the commissary application within each location and to enable the application to operate on a schedule i.e. at a specific time period.</p> <p>However determining the plan and process for managing the time periods when commissary orders can be submitted and processed is also influenced by operational issues, including;</p> <ul style="list-style-type: none"> • Offender association time and the number of offenders with access to



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			<p>the kiosks at the same time</p> <ul style="list-style-type: none"> • The availability of staff to process commissary orders • The number of commissary requests offender groups can make (based on offender criteria)
	64	The solution shall not allow an offender to access the commissary application once an order has been submitted within the specified time period (TBD).	<p> Response: GTL understands and complies.</p> <p>The Commissary application is restriction capable. Offender access rules can be applied individually and by group, restricting offender’s access to the commissary application by day /time and by limiting the number of orders offenders can submit within a specified time period.</p> <p>Each offender group is assigned a number of orders which may be submitted within a defined timeframe. Once an offender has placed the allocated number of orders, the solution shall not allow offender to access the commissary application until the following time period.</p>
	65	The solution shall not save an offender order that has not been submitted.	<p> Response: GTL understands and complies.</p> <p>The system will not save any orders which have not been submitted. If the offender does not submit the order and exits from the commissary application a warning message will appear: “You are about to leave the shop. All items added will be removed.” Only when an order is submitted are they saved within the system.</p>
	66	The solution shall provide the ability to review an offender order, order contents, when the offender submitted the	<p> Response: GTL understands and complies.</p>




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		order and when the order was transmitted to DOC.	<p>The solution allows staff to easily manage all offender transactions and commissary inventory. Using the application staff can collate offender orders, assemble orders for delivery and produce printed receipts.</p> <p>Staff can view all offender orders including order contents. Each order can be identified with an offender number and location. Reports are also available which displays a batch ID for each offender transaction made within the commissary system.</p>
Facility Services	67	The solution shall include the capability for offenders to place facility ticket and phone time orders directly through the kiosk based on offender criteria.	<p> Response: GTL understands and complies.</p> <p>Facility Ticket services – This service can be handled through our Commissary application. This allows offenders to make requests using electronic forms on the kiosk. Offenders can track the progress of the request through the system. The nature of ticket can be customized to meet the facility's requirements. These would be for purchases of items such as photocopies, newspapers, ice cream similar to phone time.</p>
	68	Offeror shall provide the ability for DOC facility designees to maintain facility service items (e.g. facility tickets).	<p> Response: GTL understands and complies.</p> <p>Through the commissary application authorized staff from the administrative interface can maintain facility service items i.e. set up and define each category description, assign items to categories and offender group(s). Each of these services items has advanced settings to enable ticket generation for printing.</p>
	69	Offeror shall provide the ability for DOC Central Administrator to maintain facility service items (e.g. phone time).	<p> Response: GTL understands and complies.</p> <p>Facility Service items - An offender can order Facility service items, such as</p>




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			<p>phone time, tickets, etc, through the commissary application. Through the administrative interface authorized staff can maintain facility service items i.e. set up and define each category description, assign items to categories and offender group(s).</p> <p>To maintain “Phone time” a phone time category is set-up and individual phone time credits are listed, including a text description, image and pricing. These can be modified as and when required.</p>
	70	<p>The Offeror shall provide a plan and process for managing the time periods when facility service orders can be submitted and processed based on location.</p>	<p> Response: GTL understands and complies.</p> <p>Within the platform offenders and kiosks are assigned to a location ID. Rules can be fully determined by the DOC to limit access to the commissary application within each location and to enable the application to operate on a schedule i.e. at a specific time period.</p> <p>However determining the plan and process for managing the time periods when commissary orders can be submitted and processed is also influenced by operational issues, including;</p> <ul style="list-style-type: none"> • Offender association time and the number of offenders with access to the kiosks at the same time • The availability of staff to process commissary orders • The number of commissary requests offender groups can make (based on offender criteria)
	71	<p>The solution shall not allow an offender to access the facility services application once an order has been submitted within</p>	<p> Response: GTL understands and complies.</p> <p>The commissary application is restriction capable. Offender access rules can</p>



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		the specified time period (TBD).	<p>be applied individually and by group, restricting offender’s access to the application.</p> <p>Each offender/ group set up within the administration interface is assigned permission to use the Commissary application. Each is assigned the number of orders that may be submitted within a defined timeframe. Once an offender has placed the allocated number of orders the system will prevent them from sending any further orders.</p>
	72	The solution shall not save an offender facility service order that has not been submitted.	<p> Response: GTL understands and complies.</p> <p>The system will not save any orders which have not been submitted. „If the offender does not submit the order and exits from the commissary application a warning message will appear: “You are about to leave the shop. All items added will be removed.” Only when an order is submitted are they saved within the system.</p>
	73	The solution shall provide the ability to review a facility service order, order contents, when the offender submitted the order and when the order was transmitted to DOC.	<p> Response: GTL understands and complies.</p> <p>The commissary application enables staff to easily manage all facility service orders. From the administrative interface staff can view facility service orders including order contents and value. Each order can be identified with an offender and ticket number.</p>
	74	The Offeror shall provide a method for limiting the total dollar value purchase and/or quantity of facility services (e.g. phone time, facility tickets).	<p> Response: GTL understands and complies.</p> <p>The solution facilitates Offender access rules and privileges. These can be applied individually by offender and by offender group. Among rules include</p>

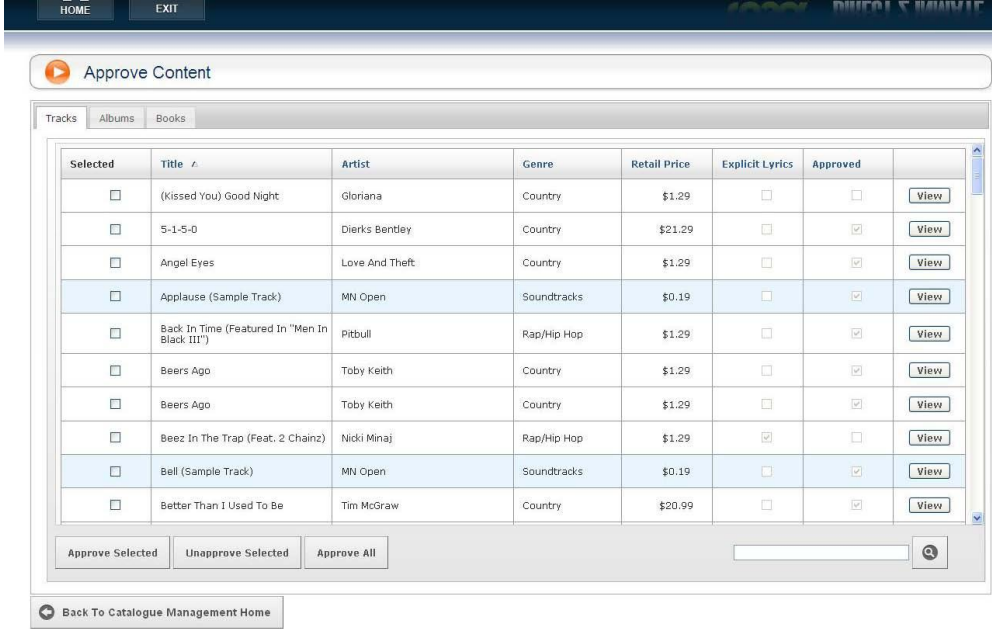

DOC Kiosk and Kiosk Services RFP Requirements

			<ul style="list-style-type: none"> Restrict the quantity of facility services offenders can submit per week Limit product and monetary spend e.g. limiting the total dollar value purchase of facility services if a rule is broken the offender choice is modified and is informed why, e.g. “You have reached your purchasing limit for this product”.
	75	The solution shall provide a printed receipt of facility service purchases for the user. (Printing shall not be provided at the kiosk)	 Response: GTL understands and complies. Each Facility Service item has advanced settings to enable ticket/ receipt generation for printing. Note information on receipt can be customized to meet the requirements of the DOC. Printing is not provided at the kiosk
	76	The solution shall provide a method to process orders in accordance with available funds.	 Response: GTL understands and complies. Offenders have the ability to view their current balance before purchasing. Links can be provided to the DOC’s trust account system. The application is restriction capable. An offender will only be able to order items based on available funds.
MP3/Media Player - Download / Purchasing of Electronic Media	77	Electronic Media site shall be secured to prevent access to internal/external sites.	 Response: GTL understands and complies. Offenders using Media4you do not have access to the internet or any other internal/external sites. The platform ‘locks down’ the kiosk / MP3 media players and application ensuring that offender cannot ‘break out’ of the application and access any other functions of the kiosk / MP3media player. The kiosks / MP3 media players are not connected to the internet. The solution is installed on a secure

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			internal network within the facility.
	78	Solution shall include the ability to download media in compliance with DOC approved standards.	 Response: GTL understands and complies. All media content downloaded will be in compliance with PA DOC approved standards.
	79	The solution shall provide the ability to restrict/remove content that was previously authorized/acceptable. (may be vendor and/or DOC Administrative capability)	 Response: GTL understands and complies. The management and administration of Media4you is carried out through the platform. Through this administrative interface, staff can update the music catalog from the content provider, approve digital content and manage the music library to determine what offenders can buy from the digital media shop. Once a catalog has been downloaded from the content provider, staff approve the content. Additional information on the track/album is available. The system automatically identifies content which is marked by the content providers as containing explicit lyrics. However staff can decide not to approve any titles they deem inappropriate. Once tracks / albums have been approved, staff can add these to the digital media shop for display on all kiosks. From the platform, staff can view content currently displayed on the kiosk and can add or remove content previously approved. MP3/media players will automatically check for new updates to the catalog when the device is connected to the kiosk. Content will not be displayed on any offender device if it has not been approved by a staff member.

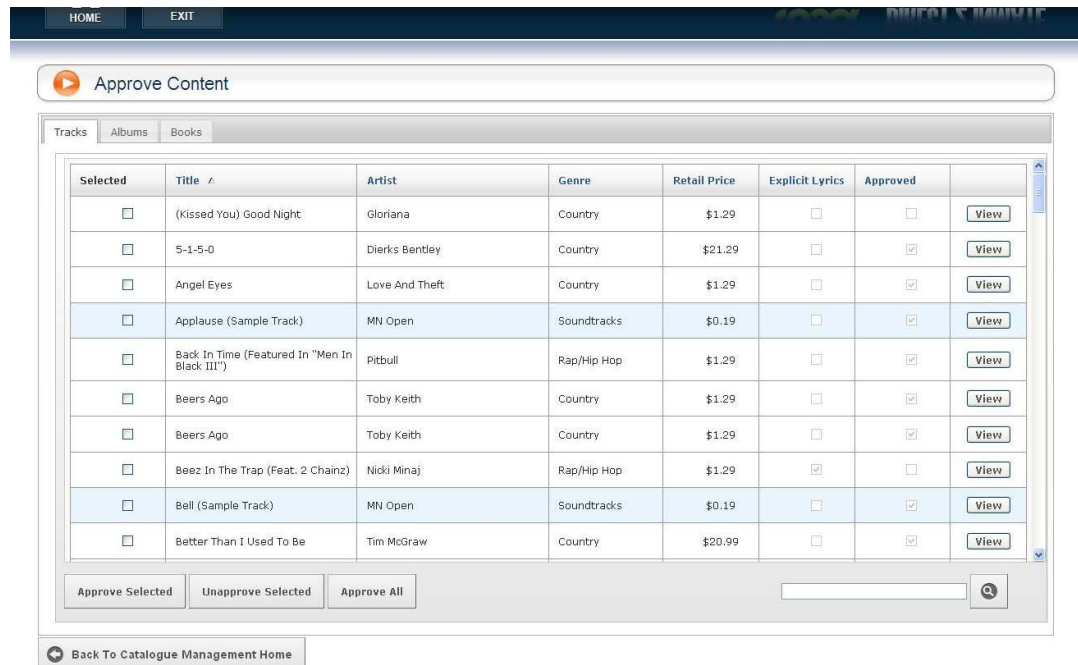
DOC Kiosk and Kiosk Services RFP Requirements

			
80	Offeror shall offer a variety (minimum of 5 million titles) of media (music, e-books, movies) and genres available for purchase; Offeror shall ensure electronic catalog is maintained with current selections. Selections must be approved by DOC.		<p> Response: GTL understands and complies.</p> <p>The MP3 music catalog is comprised of approximately 6 million song titles. In addition to music, Media4you supports educational books and approved religious material.</p> <p>The administrative interface for Media4you gives the PA DOC control of media content available for offenders to purchase and must be pre-approved by staff before becoming available in the Digital Media Shop for purchase.</p> <p>Several options are available to update media catalogs from content</p>



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provider(s). This can be updated manually or a schedule defined to automatically update i.e. recur every “x” days at a certain time.


Staff are able to view dates and times of any current/previous catalog updates including the start and end time of the update, whether the update was performed manually or automatically by the system, what the status is at i.e. completed, processing and display any notes recorded against the update i.e. how many were successfully downloaded / failed. Once a catalog has been downloaded from the content provider, staff approve the content.






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<p>81</p>	<p>Offeror shall provide alternative methods that allow the offenders to search and identify media without being connected to the kiosk. .</p>	<p> Response: GTL understands and complies.</p> <p>Offline Line Mode - From a Tablet offenders can browse and select from a catalog of songs. Using the control buttons on the player, offenders can enter names of tracks or albums to search through. Available tracks/albums can be sorted by most popular, new release, price range and alphabetical. When an offender selects a track/album they want to download, the song(s) will be added to a pre-downloaded list. Offenders have the ability to choose preference order and delete selections in the list.</p> <p>Online Line Mode tablet will automatically check for new updates to the catalog when the device is connected to the kiosk and any pending orders submitted.</p> <p>Alternatively if tablets are utilized offenders can browse and select from a catalog of songs. Using the touch screen, offenders can enter names of tracks or albums to search through. Available tracks/albums can be sorted by most popular, new release, price range and alphabetical. Catalog updates to the device are automatic when a secure wireless network becomes available within the facility.</p>
<p>82</p>	<p>MP3/media player shall have the ability to have all security features removed from player when offender is released from custody at no charge to the offender or PA DOC. The player should operate as a normal MP3/media player once these security features are</p>	<p> Response: GTL understands and complies.</p> <p>We can meet these criteria. However we feel this may lead to compromise upon release either by human error or design. We have suggested a more secure option at no charge to either offender or PA DOC.</p>

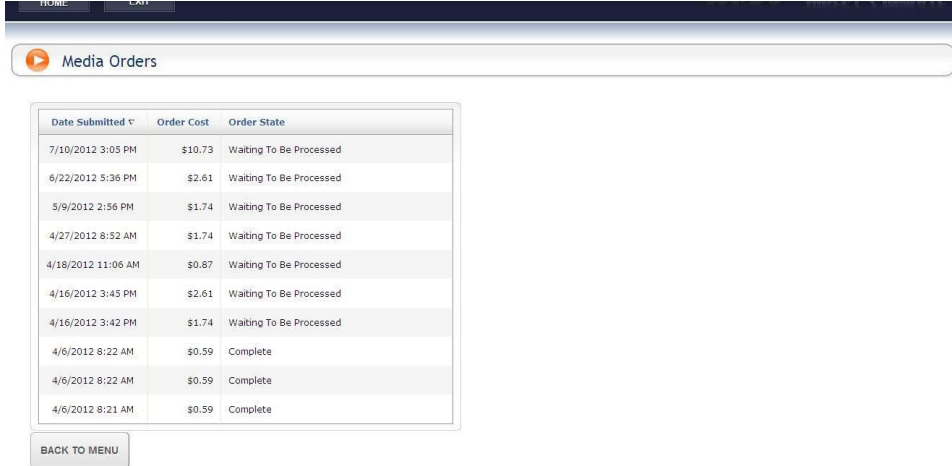


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		<p>removed. This includes any locking features to prevent media sharing.</p>	<p>Upon release from a facility, the offender is offered the option to swap their current Tablet with a new player unhardened (non-secure, non-custodial). All media that the offender has purchased and stored on their hardened Tablet is permanently transferred onto the new device.</p> <p>The offender’s Tablet submitted during release is completely wiped, restored to factory defaults and re-hardened. This means all internal players can always be accounted for since they do not leave the facility and available for other offenders to use.</p>
<p>83</p>		<p>MP3/media player shall include theft prevention features.</p>	<p> Response: GTL understands and complies. MP3/media players include a number of theft prevention features.</p> <p>Each time an offender’s tablet is powered up, the player’s screen will display the offender’s PA DOC number, the offender name and a security timer (the number of days remaining on the security timer). Each tablet will have a timer configured to 30 days. Offenders must connect their tablet to a kiosk before the timer lapses; otherwise the device will be disabled and unable to be used by the offender. Once the tablet has been connected to the kiosk by an authorized offender the timer will be reset back to 30 days.</p> <p>If an offender reports their tablet lost or stolen, staff have the ability to lock the tablet by logging onto the Core platform. From the Platform staff can search for the relevant offender record and set the status of their tablet as lost/stolen. In doing so the tablet will be locked when the security timer lapses or when the reported lost/stolen MP3 player is connected to a kiosk. If the lost/stolen tablet is found, staff using the Core platform can update the status of the player.</p>

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			Once the tablet is connected to a kiosk by an authorized offender it will be unlocked.
	84	Offeror shall offer MP3/media player devices of various storage capacities.	 Response: GTL understands and complies. The tablet will have 16 GB
	85	Offeror shall provide media account balance.	 Response: GTL understands and complies. Offenders are able to access their account balance through the Digital Media Shop. All transactions including Commissary, Digital Media Shop and Wages are saved in the Account Balance section. Each transaction displays a breakdown with the description (Commissary, Digital Media Shop), date/time of the transaction, total amount. <ul style="list-style-type: none"> • Offenders can view their current and available balance. • Current balance - balance stored against the offender's account • Available balance = Current Balance minus pending orders.
	86	Solution shall provide and maintain a catalog of offender media purchases and provide to the offender an electronic listing of all media purchased.	 Response: GTL understands and complies. Through the kiosk offenders can also access transaction histories. Offenders can check the current status of their orders and view their order history. Time, date and cost are displayed along with the order status

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	87	Offeror shall have contractual rights to distribute digital media from major music labels or other entertainment fields to provide a reasonable volume of acceptable media content.	<p> Response: GTL understands and complies. Media4you music catalog consists of music from all 4 major labels (EMI, Warner, Sony and Universal). The music catalog is provided with the contractual right to distribute digital media from these major music labels.</p>
Media Player Component	88	Offeror's solution shall include a process to order MP3/media players through the kiosk.	<p> Response: GTL understands and complies.</p> <p>Using a unique identification method the offender logs onto the kiosk. On successful authentication to the kiosk, the system initiates the offender's personal session and provides access to their authorized modules.</p>




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			<p>Using the touch screen offenders can navigate to the Digital Media Shop located within the Media4you. The Digital Media Shop will present the offender with a number of categories including Tracks, Albums and Players.</p> <p>Selecting the Players category will display a list of available devices including the tablet. An offender can then select the Tablet they want to purchase add it to their basket.</p> <p>When the order is submitted a range of verification process are checked including calculating order cost and available funds. If all verification criteria are met the order is processed and prepared for delivery.</p> <p>Please see details of Media4you in section IV-3 C for further information.</p>
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			<p>The screenshot shows a music kiosk interface with a top navigation bar (HOME, EXIT), an 'Order Items' section, and a list of tracks. The tracks listed are: Bonkers (Dizzee Rascal, 2:58, \$1.04), Bounce (Calvin Harris, 3:39, \$1.04), Brown Eyed Girl (Van Morrison, 3:35, \$1.04), Call On Me (Eric Prydz, 2:51, \$1.04), and Changed The Way You Kiss Me (Example, 3:15, \$1.04). A shopping cart on the right contains: Fire Burning (\$1.04), Closer (\$1.04), Brown Eyed Girl (\$1.04), and Born To Die (\$10.79). The cart summary shows an available balance of \$175.64, a total of \$13.91, and a money remaining of \$163.94. A 'SUBMIT ORDER' button is visible.</p>
	<p>89</p>	<p>MP3/media player shall be powered by using an A/C adapter/power cord. Adapter shall be constructed of clear plastic with no moving parts. Adapter shall be provided with the media player. MP3/Media player shall have AC connection for operation and be able to operate on replaceable batteries. No lithium or rechargeable batteries are permitted. MP3/media players shall be equipped</p>	<p> Response: GTL understands and complies.</p> <p>Portable Tablet for offenders. This device is constructed with clear plastic comprised of no moving parts and comes complete with an AC charger/power supply and earphones.</p>

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		<p>and supplied with earphones and shall not have built-in speakers.</p>	
<p>90</p>	<p>MP3/media player shall only be connected into the Offeror's kiosk; connection to any other computer and/or electronic device shall not be permitted.</p>		<p>GTL Response: GTL understands and complies. The 16 GB Tablets can only communicate with the kiosks/servers that we supply. The tablets do not support any form of external storage which prevents any information from being transferred to/from the players. The tablets cannot communicate with any other tablet within the facility. No music or any other information can be transferred between offender devices.</p>
<p>91</p>	<p>MP3/media Player shall provide the ability to reload deleted media to player without offender being charged again for the deleted media.</p>		<p>GTL Response: GTL understands and complies. All media purchased by the offender will be stored in their media library. The offender can control which media from their library is transferred to their player.</p>
<p>92</p>	<p>MP3/media Player shall have a mortality timer that requires offenders to connect to the kiosk at least once every 30 days to</p>		<p>GTL Response: GTL understands and complies. Each tablet will have a timer configured to 30 days. Offenders must connect</p>

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		renew the use of the player.	their tablet to a kiosk before the timer lapses; otherwise the device will be disabled and unable to be used by the offender. Once the tablet has been connected to the kiosk by an authorized offender the timer will be reset back to 30 days.
93	The MP3/media player shall have a feature that locks out a player if anyone other than the owning offender connects it to the kiosk, or if it is reported lost or stolen on the kiosk by the owning offender. Kiosk shall provide functionality to unlock the recovered media player when connected by the owning offender.	<p> Response: GTL understands and complies.</p> <p>If an offender reports their tablet lost or stolen from the kiosk, staff have the ability to lock the tablet by logging onto the platform. The management and administration of Media4you is carried out through the platform. The platform allows the facility to manage all offenders using kiosks or tablets and all applications. Each offender is assigned a location, kiosk and MP3/media player they have access to.</p> <p>From the Platform staff can select the relevant offender record and set the status of their tablet as lost/stolen. In doing so the tablet player will be locked when the security timer lapses or when the reported lost/stolen the tablet is connected to a kiosk. If the lost/stolen tablet is found, staff using the platform can update the status of the player. Once the tablet is connected to a kiosk by an authorized offender it will be unlocked.</p>	
94	The MP3/media player shall be programmed to display the offender name and PA DOC identification number by depressing a manual button on the player or by turning the player on and off to display the offenders identifying information.	<p> Response: GTL understands and complies.</p> <p>Each time an offender's tablet is powered up, the player's screen will display the offender PA DOC number, the offender name and a security timer (the number of days remaining on the security timer).</p>	

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95	The Offeror shall provide functionality to update Offender's identifying information on the MP3/media player when the information changes.	<p>GTL Response: GTL understands and complies.</p> <p>The Direct2inmate platform allows central management of users. Offender access accounts are created and managed through the platform. Access to applications and specific functions within the applications can be assigned to individual offenders or to offender groups on privilege bases.</p> <p>An officer can update the offenders identifying information through the platform. From here the officer can make changes to individual offender's information.</p>
96	The MP3/media player shall have a built in FM radio with digital tuner, pre-set station and auto scan capabilities.	<p>GTL Response: GTL understands and complies.</p> <p>The tablet has FM radio functionality. It offers manual and auto search tuning and provides up to 64 channel presets.</p>
97	The MP3/media player shall be constructed with a clear plastic case comprised of no moving parts, lasers or recording devices. Case and parts shall be durable.	<p>GTL Response: GTL understands and complies.</p> <p>The Tablet is constructed with clear plastic comprised of no moving parts, lasers or recording devices. Case and parts are durable.</p>
98	The MP3/media player screen shall be constructed with a durable and shatter resistant screen.	<p>GTL Response: GTL understands and complies.</p> <p>Visual screen is durable and shatter resistant clear plastic LCD color screen.</p>
99	The MP3/media player shall include the ability to create and view playlists (or similar functionality) from the player.	<p>GTL Response: GTL understands and complies.</p> <p>Using the Tablet offenders can browse and select from a catalog of songs. Using the control buttons on the player, offenders can enter names of tracks or albums to search through.</p> <p>Offenders can create playlists on their tablet for listening. These playlists can be</p>




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			edited or deleted at any time.
100	The MP3/media player shall be capable of receiving and displaying approved PA DOC e-mail communication and photos and include the capability to turn off this feature.	<p> Response: GTL understands and complies.</p> <p>The tablet is capable of downloading received photos and eMessages. eMessages can be accessed through the Message2you app. An automatic service could be setup for the Message2you application to convert the PA DOC email into Message2you messages for display on the devices.</p> <p>The administrative interface of the solution allows staff to approve received messages and photos before being forwarded to the offender. Once approved by staff the offender will be able to download their selected message or photo from the kiosk to their tablet.</p>	
101	The MP3/media player shall provide foreign language (Spanish) capabilities for the display.	<p> Response: GTL understands and complies.</p> <p>Direct 2 Inmate has multi-lingual capability in both English and Spanish. Other languages are also available.</p>	
102	The Offeror shall provide an operations manual free of charge to each offender who purchases an MP3/media player. The manual shall be offered in English/Spanish version.	<p> Response: GTL understands and complies.</p> <p>Devices and user manuals will be available in both English and Spanish languages.</p>	
103	Offeror shall provide detailed warranty information on media device to include Terms & Conditions. Warranty shall include specific length of manufacturer's coverage	<p> Response: GTL understands and complies.</p> <p><i>Warranty</i> A twelve month warranty is available against manufacturer defects.</p>	

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	<p>for media device. The warranty shall specify that the media device will be replaced with the same or like model. The warranty shall also include specific instructions for return of the device from the purchaser to the vendor or manufacturer to include the cost of shipping paid by the vendor. Any warranty actions and/or coverage shall be handled by the Offeror. Warranty shall be offered in English/Spanish versions.</p>	<p><i>Reporting Fault</i></p> <p>To report a fault for a tablet the offender must log onto a kiosk and complete a maintenance form explaining the problem, which has occurred. A notification will be sent through to the Platform detailing particulars of the request.</p> <p>If a fault has been reported, the system will generate a RMA number (Return Merchandise Authorization). Pre-post shipping envelopes will be provided to enable offenders to return their players and writing the RMA number on attached label.</p> <p><i>Repair / Replacement Complete</i></p> <p>The tablet will be examined for manufacturer defects and either repaired or replaced with a refurbished player. The device will be returned to the offender within 21 working days if terms and conditions of the warranty are met. If the terms are not met the offender will be required to purchase a new tablet.</p> <p><i>Restore Purchased Media</i></p> <p>In the event of loss/destruction/theft of a player, offenders can restore all purchased media through their personal library, as the system maintains a record of each offender purchases along with warranty date of their player.</p> <p>To restore the offender’s media onto the player the offender must log onto a kiosk and connect their tablet via USB connection to the kiosk. The system will automatically download media, which was previously</p>
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			<p>purchased. If the offender has purchased a significant amount of media, more than the player can store, they can remove some tracks/albums. While this media is not available on their player it is still accessible from their personal library.</p>
Kiosk Scalability	104	<p>Offeror shall propose a specified ratio of offenders to kiosks at each housing unit at each institution/location based on information provided by DOC and information gathered during site visits. DOC shall approve number/location of kiosks.</p>	<p> Response: GTL understands and complies.</p> <p>GTL proposes installing offender kiosks in a ratio of 1 kiosk for every 55 offenders. This will provide offenders with enough access to access incoming email and send outgoing email, place commissary orders, downloading digital media to support MP3/media tablet, access and display offender account information and facility services. A minimum of 1 kiosk should be located in each wing if possible. We could recommend kiosks be located within a recreational area where offenders are free to assemble.</p> <p>Determining the placement of kiosks is influenced by several factors, including;</p> <ul style="list-style-type: none"> ➤ The time an offender needs for transactions on the kiosks. ➤ If the kiosks are used for multiple systems, services or applications, this will increase the offender transaction time on the kiosk and therefore may increase the number of kiosks required. ➤ The time offenders spend in a particular area. ➤ The layout of each facility and the number of offenders per area. If facilities are divided into multiple smaller housing sections a higher number of kiosks may be required to ensure adequate offender access. ➤ Offender out of cell time and the number of potential offenders with




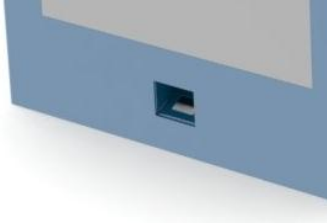

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			<p>access to the kiosks at the same time.</p> <p>The platform and applications can all be easily updated to accommodate changes in offender population. Through the platform PA DOC authorized staff can easily add and remove offender, set up offender groups and access rules and regulations. New kiosks can also be easily added to the system by putting in the kiosk location and IP address, and setting the privileges and access rules for that kiosk.</p> <p>Following award of contract, a site survey would be carried out to determine optimal placement for the offender kiosks.</p>
Kiosk Hardware	105	Display shall reduce the ability to read the screen when viewed from the side to prevent others from viewing displayed information.	<p> Response: GTL understands and complies.</p> <p>The design of the kiosk and position of the screen and screen cover reduces the ability to view the display screen from the side.</p>
	106	Kiosk shall be ADA Compliant for specific designated DOC locations.	<p> Response: GTL understands and complies.</p> <p>At the designated DOC locations GTL will install kiosks in compliance with applicable ADA guidelines. We are familiar with the latest ADA standards adopted by the Department of Justice in September 2010 and effective as of March 15, 2012. While there is no ADA guideline in existence today that deals specifically with kiosks, there are relevant guidelines for similar structures such as ATMs, as well as more general height and reach requirements. GTL is pleased to join DOC in making every effort to accommodate offenders with special needs and disabilities.</p>
	107	Offeror shall provide for all electrical equipment to operate on a regular 120	<p> Response: GTL understands and complies.</p>




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		volt, 60 hertz, AC power and be "UL" or equivalently listed and be certified by a Nationally Recognized Testing Laboratory to be compliant with the FCC regulations.	All electrical equipment will be compliant with FCC regulations.
	108	Kiosks shall be Energy Star Compliant and be able to withstand operating temperatures of 110 degrees and 100% humidity.	 Response: GTL understands and complies.
	109	Each kiosk shall be capable of displaying digitized photographs, graphics, and instructional videos, etc.	 Response: GTL understands and complies. Each kiosk is capable of displaying digitized photographs, graphics and instructional videos on high quality resolution monitors.
	110	Kiosk shall be secure, safe and capable of withstanding heavy usage in a correctional environment. Display shall be scratch resistant.	 Response: GTL understands and complies. The corrections grade hardened covering of the touch screen is safe and capable of withstanding heavy usage in a correctional environment.
	111	USB ports shall only recognize approved MP3/media devices	 Response: GTL understands and complies. The external USB ports on the kiosks will only be able to recognize approved tablet devices.


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<p>112</p>	<p>The solution shall include a pointing device (may be integrated with the keyboard) and keyboard (or Offeror may propose an alternative data entry device option such as touch screen). Keyboards, pointing devices, and biometric devices must be secured to the Kiosk.</p>	<p> Response: GTL understands and complies.</p> <p>GTL proposes using a soft keyboard on the 17” touch screen on our OffenderConnect® In-pod Kiosks as an alternative data entry device. If PA DOC wishes to employ a biometric device as an authentication method the fingerprint scanner would be incorporated in the OffenderConnect® In-pod Kiosk front panel as shown below and would not protrude out of the unit for safety and vandalism concerns.</p> 
<p>113</p>	<p>The Offeror shall propose a security solution supporting two-factor authentication and recommend appropriate hardware for PA DOC review and approval to meet this requirement.</p>	<p> Response: GTL understands and complies.</p> <p>The platform provides two-factor user authentication by means of standard “user name and password” method and optional biometric fingerprint login. The biometric method requires enrolment of offender users to capture reference fingerprint templates which are used to authentic users to the system. On presenting at the kiosk offenders place their “enrolled” fingers on the fingerprint sensor incorporated into the kiosk housing. The system checks the captured fingerprint against the template stored against the corresponding user name and password. On a positive verification the offender is granted access to their user account.</p>


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			<p>Alternative Types of identification Barcode identification:</p> <p>Barcode identification requires the offender to be paired with an encrypted barcode card. The offender information is encoded onto the card during the printing process and matched with a unique PIN code supplied to the offender. A barcode reader will be attached to the offender kiosk and the offender must scan their card through the barcode reader. The platform will prompt the offender to enter a unique PIN code to access the system. The platform will then verify that both the card scanned and the PIN code entered match. If the verification is successful the offender will be logged into their user account.</p> <p>Magnetic swipe cards and RFID tags are also a possibility and follow a similar process as a barcode reader. These identification methods would require additional reading devices at the kiosks.</p>
	114	The Kiosk shall be capable of being easily secured to prevent unauthorized movement and to prevent damage due to tip-over.	<p> Response: GTL understands and complies.</p> <p>The kiosks will be securely attached and method of attachment will prevent authorized movement.</p>
	115	The Kiosk shall provide damage/vandalism protection for the monitor.	<p> Response: GTL understands and complies.</p> <p>The kiosk design will provide damage/vandalism protection for the touch screen monitor utilizing correction grade components.</p>
Kiosk Network	116	The Offeror shall comply with OA/OIT and DOC networking requirements	<p> Response: GTL understands and complies.</p>




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		<p>for establishing web application access external to the DOC facilities.</p>	<p>The Direct2inmate platform allows central management of users. Staff access accounts are created and managed through the platform. Access to applications and specific functions within the applications can be assigned to individual members of staff or to staff groups on privilege bases. It is recommended that groups are defined that relate to specific staff roles. The functionality and security appropriate to each staff role can then be defined through the system and facility staff can be assigned to the appropriated staff group.</p> <p>The platform has a wide range of remote management features available to system operators with the appropriate user privileges. They can be utilized locally or from a central location. The Platform allows remote monitoring of kiosk activity. A staff member with the appropriate privilege level can select a kiosk or group of kiosks and view the activity on the kiosk. If a member of staff wishes to send a message to the kiosk or disable the kiosk they may do so remotely using the platform.</p> <p>In addition staff can remove and add kiosks onto the system by kiosk IP, name and location. The restart and shutdown schedule can be set for each kiosk. Staff can set the specific time for a kiosk to restart or shutdown.</p>
<p>Kiosk Remote Management</p>	<p>117</p>	<p>Remote management of a kiosk shall be available through appropriate security role designation.</p>	<p> Response: GTL understands and complies.</p> <p>The Direct2inmate platform allows central management of users. Staff access accounts are created and managed through the platform. Access to applications and specific functions within the applications can be assigned to individual members of staff or to staff groups on privilege bases. It is recommended that groups are defined that relate to specific staff roles. The</p>



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			<p>functionality and security appropriate to each staff role can then be defined through the system and facility staff can be assigned to the appropriated staff group.</p> <p>The platform has a wide range of remote management features available to system operators with the appropriate user privileges. They can be utilized locally or from a central location. The platform allows remote monitoring of kiosk activity. A staff member with the appropriate privilege level can select a kiosk or group of kiosks and view the activity on the kiosk. If a member of staff wishes to send a message to the kiosk or disable the kiosk they may do so remotely using the platform.</p> <p>In addition staff can remove and add kiosks onto the system by kiosk IP, name and location. The restart and shutdown schedule can be set for each kiosk. Staff can set the specific time for a kiosk to restart or shutdown.</p>
Kiosk Security	118	Offeror shall provide a secure site to allow designated DOC staff and security personnel the capability to view all transactions, purchases, downloads, for each offender for each facility and for a central location.	 Response: GTL understands and complies. <p>Through a secure site provided by GTL, designated DOC staff and security personnel will be able to view all transactions, purchases, downloads, for each offender for each facility and for a central location.</p> <p>The platform has a wide range of remote management features available to system operators with the appropriate user privileges. They can be utilized locally or from a central location with access levels assigned by facility or for all facilities.</p> <p>The system is event based. All system activity (in the platform and Offerer-</p>

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			supplied applications) is stored in the audit trail and provides a full history of who did what, where and when. In addition there are a comprehensive range of intelligence reporting tools that identify linkages between contacts and identify data trends and unusual activity. All transactions can be separated and inquired upon by facility or a central location based upon assigned user privileges.
	119	If the Offeror elects to establish a business partner connection with the Commonwealth, they shall subscribe to the OA eAlert system that will notify the Vendor of changes to Office of Administration/Office for Information Technology (OA/OIT) Bulletins and Management Directives.	 Response: GTL understands and complies.
	120	Offeror shall confirm that their remote access protocol conforms to the requirements of any applicable OA/OIT Bulletins, Policies, and Directives.	 Response: GTL understands and complies.
Interface	121	Offeror shall interface Offeror's applications to DOC systems.	 Response: GTL understands and complies. GTL has considerable experience of interfacing with third party software and hardware systems and can interface our applications to PA DOC systems. This may range from a live link to a batch link; the method depends on the platform used by the third party provider. For example, GTL was the first vendor to

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			<p>complete a NIEM compliant web service integration with JNET for the transfer of inmate information. GTL continues to be a market leader in integrating Justice solutions throughout the United States.</p> <p>When linked with a third party system, the system can request and post live information to and from the system. This can be achieved in a number of ways ranging from scheduled batch transfers using simple file structures to real-time information transfers using technologies such as web services.</p> <p>When it is not possible to use web services a batch link may be established with the batch import /export feature. This enables;</p> <ul style="list-style-type: none"> • Selected data to be generated as a CSV file. • CSV file to be imported and exported between systems. • The import / export of data can be automated as a scheduled task.
	122	Solution shall utilize a web service to retrieve all offender criteria from DOC databases to support kiosk applications. The web service shall be called by the kiosk application at the time the offender has logged onto the kiosk or when a visitor deposits funds for an offender at the facility.	 Response: GTL understands and complies. GTL will utilize real-time information transfers using a web service to retrieve all offender criteria. This could be used for checking offender account balances and for providing details of account transactions back to the PA DOC databases enabling accurate account balance.
	123	Solution shall provide for file/ transaction transfer using FTP or other transfer protocols approved by DOC for orders from each	 Response: GTL understands and complies. GTL will utilize FTP or other transfer protocols approved by PA DOC for





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		institution of all offender commissary orders in accordance with DOC requirements and policy.	creating file transfers for offender commissary orders from each institution. The selected data can be generated as a CSV file. Additionally a web service can provide real-time capabilities for applications that are time sensitive.
	124	Solution shall provide for file/ transaction transfer using FTP or other transfer protocols approved by DOC for the ETP file from each institution of all visitor EFT transactions in accordance with DOC requirements and policy.	<p> Response: GTL understands and complies.</p> <p>GTL has considerable experience and expertise in implementation and maintenance of numerous file transfer protocols and will work closely with the PA DOC in compiling with PA DOC requirements and policies.</p>
	125	Solution shall utilize a web service to retrieve offender criteria when a third party user accesses kiosk applications.	<p> Response: GTL understands and complies.</p> <p>Web service integration is GTL's preferred method of integration. GTL has extensive experience communicating with 3rd party vendors throughout the United States using web services. GTL will utilize web services when required by the PA DOC.</p>
	124	Solution shall transmit phone time credits to phone vendor in accordance with phone vendor requirements and policy.	<p> Response: GTL understands and complies.</p> <p>GTL's solution will transmit phone time credits to phone vendor in accordance with phone vendor requirements.</p>
	126	Solution shall utilize a web service to verify and update offender data in DOC databases for the purposes of maintaining the offender account for purchase of facility	<p> Response: GTL understands and complies.</p> <p>Web service integration is GTL's preferred method of integration. GTL has extensive experience communicating with 3rd party vendors throughout the</p>



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		services.	United States using web services. GTL will utilize web services when required by the PA DOC.
Kiosk Reporting	127	Offeror shall provide online and printed reports, including but not limited to use and statistical reports by selected criteria.	<p> Response: GTL understands and complies.</p> <p>GTL offers a range of flexible reports which can be viewed on Direct2inmate and printed. Reports include, but are not limited to:</p> <ul style="list-style-type: none"> ➤ Audit Trail Reports – details all actions carried out by offenders and staff using Direct2inmate, including date and time of each action. ➤ Usage Reports – reporting the complete overall usage of Direct2inmate by all external users, offenders and staff by facility. ➤ Order / Request Reports – displays the transactions per individual offender. Item, quantity and cost per item. ➤ Sales Reports – reports the total sales from Commissary and Digital Media Shop.
	129	Reporting on kiosk operational statistics shall include, at a minimum: Internal operational software; ability to look at uptime logging data and monitor kiosks; full monitoring capabilities.	<p> Response: GTL understands and complies.</p> <p>GTL provides the following reports to meet this requirement:</p> <p>Audit History Reports – Every action performed within the Direct2inmate is recorded in an audit trail. The audit history report can give a complete picture of what was done, by whom and when. The audit trail is made up from events of different types e.g. operator and application events.</p> <p>Actions are recorded by event time and date, device that was accessed,</p>




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			<p>platform message that was sent, operator using the system and a description of the event. This can be filtered by event type “Display Message”, “Monitor Kiosk”, “Disable Kiosk”, etc events.</p> <p>Usage Reports – displays a report on Direct2inmate usage by staff and offenders. Information displayed on the report includes device accessed, date and time logged in, staff number and staff name. The offender usage report is similar with additional information on the log out time and the duration the offender was logged in.</p> <p>Exception Report – records errors that occur on the kiosks including kiosk downtime.</p>
	130	Offeror shall provide a report of the commissary items sent to the Offeror's central server to compare with the items sent to SAP for processing. This report shall detail the (wish list) order of an inmate derived from the batch file created at the time of the initial order at the Kiosk.	<p> Response: GTL understands and complies.</p> <p>Among commissary reports includes a “Pick Order Offender Batch Report”. This report itemizes all items that have been ordered by the offender. Among the details included in the report are item description, product category and quantity. This can be generated as a CSV file. Note the import / export of data can be automated as a scheduled task.</p>
	131	Offeror shall provide a report of the facility services items sent to the Offeror's central server to compare with the actual facility items received by the offender.	<p> Response: GTL understands and complies.</p> <p>Among commissary reports includes a “Pick Order Offender Batch Report”. This report itemizes all items that have been ordered by the offender. Among the details included in the report are item description, product category and quantity. This can be generated as a CSV file. Note the import / export of data can be automated as a scheduled task.</p>

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<p>132</p>	<p>Reporting capabilities for machines shall include, at a minimum: include but not limited to the following: Processing time per transaction; number of transactions per day; Offender purchases; The number of an individual's purchases; Transactions rejected and rejection reason; Use and statistical reports by function (e.g. banking queries store sales, phone time, MP3/media downloads).</p>	<p> Response: GTL understands and complies.</p> <p>Reports for machines shall include but are not limited to:</p> <ul style="list-style-type: none"> ➤ Transaction Report – displays the number of transactions and the processing time per transaction. The transaction report can be filtered by date range and categories. ➤ Sales Reports – a sales report displays information on items and quantity of purchases made per item and by offender. Staff can select filters before generating a report. Reports can be filtered by a date range and categories. ➤ Batch Reports – batch reports show individual offender purchases. The item description, item category, quantity purchased, offender name and batch ID are all displayed within a batch report. ➤ Refund Reports – reports can be generated to display which transactions have been rejected and the rejection reason. ➤ Statistical Report – a report on the quantity of store sale, phone time purchased and MP3/media downloads.
<p>133</p>	<p>Solution shall include ability to provide custom reports</p>	<p> Response: GTL understands and complies.</p> <p>GTL will work with the PA DOC to meet their needs for reporting. The reporting functionality within Direct2imate provides a number of pre-defined reports, which analyze and present data accumulated from the system. The range of</p>

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			reports is quite comprehensive. However if additional custom reports are required these can be designed to meet the PA DOC requirements.
Data Access	134	During the life of the contract, the Offeror shall provide access to requested data, or a copy of requested data, within 10 days of DOC request. The data will be provided at no charge to the DOC.	 Response: GTL understands and complies.
	135	The Offeror shall turn over a copy of all DOC data to the DOC within ten days of contract termination date. The data shall be provided at no charge to the DOC and in a usable format that has been agreed to by the DOC.	 Response: GTL understands and complies.
Transaction Taxation	136	The solution shall have capability to apply/process all aspects of transaction taxation if applicable.	 Response: GTL understands and complies. Tax can be applied to commissary items, emails and media through the administrative interface. When setting up a tax code a title and tax percentage is added before being applied to items. Tax codes can be added, removed, edited to reflect the current tax criteria.



IV-1. Objectives.

A. General. The PA Department of Corrections (DOC) seeks to procure services to design, install and implement a turnkey kiosk-like system (hereafter referred to as kiosk) that will provide the opportunity for institutionalized offenders to obtain a variety of offender services through a secure, contractor-hosted and managed kiosk system. Provision of secure MP3/Media players that will be offered for sale to offenders is also included in this procurement.

 **Response:** GTL understands and complies.

GTL is proposing a solution for PA DOC that provides the economic, technical, and operational benefits the PA DOC needs to meet its requirements today and in the future. GTL has assembled a team of experienced professional familiar with the PA DOC, their needs and requests. Our experts will provide a premier solution that combines the experience, knowledge, technology, and quality services required to support the PA DOC.

GTL will provide all the necessary labor, equipment, materials, and training to install and maintain electronic messaging, offender MP3 services, commissary services, and kiosks.

B. Specific.

- Kiosks will provide selected offender and visitor/public services in accordance with DOC requirements and policy.

 **Response:** GTL understands and complies.

GTL will provide services in accordance with PA DOC requirements and policy.

- Kiosk functionality and contractor hosting/management of same will provide opportunity to the DOC for improved safety, cost and operational efficiencies.

 **Response:** GTL understands and complies.

GTL's hosted kiosk solution and its functionality will provide the PA DOC the opportunity to improve safety, cost, and operational efficiencies



Improved Safety Efficiencies

As part of a solution GTL will be providing our Message2You email application, Commissary ordering application, and our transparent MP3/tablet devices. Each of these solutions and products carry with them benefits that will help to improve safety within the correctional facilities. Listed below are some examples of safety improvement byproducts of implementing the above technologies and products:

- Transparent MP3 / Tablet devices eliminate the potential for storing contraband or weapons within the media devices.
- Electronic messaging removes the potential for weapons, contraband or drugs from entering the facility.
- Keyword notification within the Message2You system alerts officers to potential safety risk that may exist within message. With the normal human scanning procedure these security risks may be missed.
- Commissary ordering via the in-pod kiosk system allows for an improved inmate experience when ordering and provides inmates immediate feedback on their commissary order; is the item in stock, are they permitted to order it, etc. This immediate feedback to the inmate that they will not be receiving the item upon order delivery day has been proven to avoid potential issues.
- All kiosks are built for use within a correctional environment and securely mounted, eliminating the potential for use as a weapon.

Cost Efficiencies

As part of the solution GTL will be providing our Message2You email application, Media4You application, Commissary ordering application, Grievance entry, Inmate Requests and Inmate notifications. Each of these solutions is resident on the in-pod kiosks and available for inmate use if the facility so wishes. These applications remove the need for paper to be moved from the housing units to various areas within the facility thus creating manpower / cost savings. Listed below are examples of some cost efficiencies that are byproducts of implementing the above technologies and products:

- With the Message2You email system keywords are identified automatically by the system providing a quicker screening methodology for incoming messaging. This provides a cost savings through manpower savings.



- With the Message2You email system moving paper from the mail room to the inmate is completely eliminated since the email is now available on the in-pod kiosk. This provides a cost savings through manpower savings.
- Media4You provides inmates options for purchasing low cost songs and media that previously was not available. Instead of having to purchase an entire album on cassette they now can purchase just a song.
- Commissary ordering over the in-pod kiosks will save the DOC significant costs in printing order sheets, catalogs, and menus since this information can now be updated electronically for display on the in-pod kiosk completely eliminating this paper production.
- Commissary ordering over the in-pod kiosks will generate additional ordering by the inmate since now they can manage their ordering in a more efficient manner and buy different items should they be restricted from items that they have tried to order.
- Commissary ordering over the in-pod kiosks will save the DOC significant manpower in the distribution and collection of menus, orders, catalog, etc.
- Grievance and responding to the filed Grievance over the in-pod kiosks will save the DOC costs in multi-part forms and the manpower to route these paper forms to the appropriate staff since this will now be completely handled through the electronic / in-pod kiosk system.
- Inmate Requests and responding to the filed Inmate Request over the in-pod kiosks will save the DOC costs in multi-part forms and the manpower to route these paper forms to the appropriate staff since this will now be completely handled through the electronic / in-pod kiosk system.
- Inmate notifications can now be posted on the in-pod kiosk eliminating the need to produce these notifications in paper format and distribute them throughout the multiple facilities.

Operational Efficiencies

As part of the solution GTL will be providing our Message2You email application, Media4You application, Commissary ordering application, Grievance entry, Inmate Requests and Inmate notifications. Each of these solutions is resident on the in-pod kiosks and available for inmate use if the facility so wishes. These applications remove the need for paper to be moved from the housing units to various areas within the



facility thus creating operational efficiencies. Listed below are examples of some operational efficiencies that are byproducts of implementing the above technologies and products:

- Overall messages, requests or notifications are handled electronically providing for instantaneous notification to both the PADO and the inmate. Waiting for paper to make it from one area to another are gone.
- With the Message2You email system keywords are identified automatically by the system providing a quicker screening methodology for incoming messaging and intelligence gathering. This provides operational efficiencies since an officer cannot screen more messages in less time. The system can be configured to automatically approve and pass on any emails that do not contain predefined terminology only requiring the officer to screen the more concerning messages.
- Media4You provides inmates options for purchasing low cost songs and media that previously was not available. Purchase is instantaneous and does not require officer intervention like the current process does.
- Commissary ordering over the in-pod kiosks will create several efficiencies that include the elimination of printing order sheets, catalogs, menus and the distribution of these items to all facilities. This is easily accomplished since this information can now be updated electronically for display on the in-pod kiosk completely eliminating this paper production.
- Grievance and responding to the filed Grievance over the in-pod kiosks is completely electronic. The officer, once receiving the in-pod filed grievance can simply respond to the grievance and the inmate is immediately notified. This completely removes the need to route these paper forms to the appropriate staff since this will now be completely handled through the electronic / in-pod kiosk system.
- Inmate Requests and responding to the filed Inmate Request over the in-pod kiosks will remove the necessity to route these paper forms to the appropriate staff since this will now be completely handled through the electronic / in-pod kiosk system.
- Inmate notifications can now be posted on the in-pod kiosk eliminating the need to produce these notifications in paper format and distribute them throughout the multiple facilities.



Key Benefits of Message2you:

- **Efficiency and time savings** – reduces staff time in processing traditional mail due to automatic review and censoring features and elimination of the need for contraband searches.
- **Reduces contraband** – eliminates contraband and contaminants from entering the facility through correspondence.
- **Preemption and evidence gathering** - allows for preemption of potential criminal activity or facility disorder through interception of communications relative to plans or evidence.
- **Intelligence gathering** – All messages are stored and can be used for investigative purposes or intelligence gathering.
- **Encourages communication** –Strengthens family relationships to assist inmates with successful re-entry into the community.
- **Full audit trail** – Includes all records of message review and censorship.

Key Benefits of Commissary Ordering Via In-Pod Kiosks

- **Efficiency and Time Savings** – More accurate and faster commissary transactions. Reduces staff time in responding to offender commissary and account balance queries.
- **Automation** – Streamline commissary and offender accounting processes to reduce work duplication, and ensure that staff resources are managed cost effectively.
- **Increase Revenue** – Reduces overhead and increases Return on Investment through the implementation of a single application. Increases vending and commissary revenues.
- **Offender Accountability** – Offender self-service ordering through easy to use product images reduces order errors and places responsibility with the offender.
- **Flexibility and Convenience** - Ease of integration with facility management application, allowing offenders to see real time transaction history and account balance.
- **Full Control** – Flexible restrictions limit offender ordering capability. Restrictions can be applied on various levels including medical condition, location and privileges.
- **Full audit trial** – Records all actions and transactions carried out by offenders, and a full audit trail is stored.



- **Reporting** - A range of flexible reports are available to meet the PA DOC's information needs.

- A kiosk system lends itself to providing additional functionality for offender services in the future, within the institutions as well as other locations (e.g. Community Corrections Centers and county jails).

 **Response:** GTL understands and complies.

Should the PA DOC require additional functionality in the future, GTL could provide the following:

- Parole and Probation program fees could be accepted at our Lobby Kiosk as well as our web site. Parolees or Probationers would be able to use the OffenderConnect® Lobby Kiosk that will be installed at the PA DOC Parole and Probation officers to make required payments for program fees as determined by PA DOC. Additionally, Parolees and Probationers may utilize our simple to use website to make required payments. The OffenderConnect® Lobby Kiosk could also be used to ensure that Parole and Probationers do check in and pay for required programs to ensure that they are complying with their requirements.

- GTL would also be able to offer the following Lobby Kiosk functionality for County jail facilities and other agencies such as Community Corrections:
 - Trust/commissary deposits
 - Self bonding capability for inmates in county facilities
 - Purchase of phone time

- A kiosk system will provide improved offender and public facing services.

 **Response:** GTL understands and complies.

GTL's proposed solution offers improved communications and easier ways to conduct business with the inmate and family and friends.

- ✓ GTL's offer expands the electronic means of communication with offenders and their outside contacts



- ✓ GTL's offer of an Electronic Messaging System will allow for more efficient written communication between an offender and his/her external support groups
- ✓ GTL's offer for a tablet allows offenders to access the latest approved music.
- ✓ GTL's offer of commissary services allows for more accurate and faster commissary transactions.
- ✓ GTL's offer of our OffenderConnect® Kiosk can accept deposits for commissary accounts, inmate trust, prepaid telephone accounts, and Offender phone accounts (PIN Debit), making it for family and friends to make deposits,.
- ✓ GTL's offer allows friends and family of inmates to make deposits to various accounts when they come for scheduled visitations, or any time that PA DOC facility is available to the public.

IV-2. Nature and Scope of the Project.

The DOC seeks to obtain a kiosk solution designed to function in and provide offender services specific to Pennsylvania's correctional environment. The procurement includes kiosk hardware and kiosk software applications (including interface with other systems), MP3/Media players, a contractor provided network infrastructure, kiosk installation services, and contractor services for hosting and support. Project management and all tasks related to the planning, installation, implementation and ongoing hosting and support of the kiosks and services are also within the scope of services for this procurement.

 **Response:** GTL understands and complies.

GTL appreciates this opportunity to present our **one comprehensive solution** for your offender Electronic Messaging, MP3Player Program, and Kiosks tools. We are confident that this solution will meet the PA DOC's goals and objectives in all key areas. As part of our strategic partnership with the PA DOC, we will provide the highest quality, most reliable services available at affordable rates to offenders and their friends and families.

GTL has well-documented experience and demonstrated results with prior client projects that provide the PA DOC a clear path to success.

The collective and individual experience implementing and operating inmate systems nationwide proves our ability and skill in the services the PA DOC is seeking, including our ability to meet, and often exceed, the business, functional and technical requirements as defined in the RFP.



GTL will provide and maintain the required services and equipment at no cost to the PA DOC. GTL understands the goals of the PA DOC to integrate and expand electronic means of communications for offenders and their outside approved contacts to provide an array of technologically oriented services through a phased approach.

GTL will use Mid-Atlantic Consultants a Women Owned Business (WBE) and Small Diverse Business (SDB) to provide the in-pod kiosks, network infrastructure, and ongoing hardware maintenance support for the PA DOC kiosk project. In addition, Joann Muraglia, owner of Mid Atlantic Consultants, will serve as the Field Support Manger. Joann is currently a certified WBE and has worked on other correctional projects such as the City of Philadelphia and New Jersey DOC. Mid-Atlantic will provide these services exclusively for this project.

GTL proposes to provide one (1) lead service technician and two (2) service technicians to be strategically located throughout the Commonwealth to service the in-pod kiosk solution and collect cash funds for the Lobby Kiosk units. An additional two (2) Service Technical Support Technicians will be located in Altoona, PA. This approach will create five (5) new jobs in the Commonwealth adding to the Pennsylvania tax base as well.

The kiosk solution is to be implemented in all state correctional institutions throughout the Commonwealth.

 **Response:** GTL understands and complies.

GTL will install kiosk solutions in all Pennsylvania state correctional institutions throughout the Commonwealth.

The contract resulting from this RFP will be a no cost contract. All hardware (kiosks and other), applications, installation and operation shall be provided at no cost to the Commonwealth. The selected Offeror may charge transaction fees to support the system, of which the Commonwealth will receive a percentage as a rebate.

 **Response:** GTL understands and complies.

GTL will provide kiosk services at no cost to PA DOC. All hardware, applications, installation and operation shall be provided at no cost to the Commonwealth. Please refer to GTL's Cost proposal in Appendix D for all transaction fees and our proposed DOC rebate.

IV-3. Requirements. Detailed Business, technical, security, interface and reporting requirements are set forth in **Appendix G, Requirements Matrix.**

 **Response:** GTL understands and complies.

A. Kiosk Hardware:

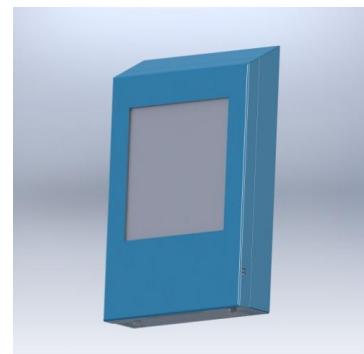
The selected Offeror shall provide a secure kiosk system that meets Commonwealth requirements and is designed for the correctional environment. The selected Offeror shall maintain ownership of the hardware throughout the life of the contract. Kiosks must meet DOC and OIT security standards and specifications.

GTL proposes the following kiosks to meet the needs of the PA DOC. This secure kiosk system is designed for the correctional environment and meets the DOC and OIT security standards. GTL will maintain ownership of the hardware throughout the life of the contract.

OffenderConnect[®] In-pod Kiosks

In-pod Services for Correctional Facilities

GTL offers a rugged correctional grade In-pod Kiosk utilizing a touch screen within a steel enclosure. This fully integrated self-service touch screen kiosk offers interactive services to facilities inmates utilizing a very secure and cost effective solution. The



The **OffenderConnect[®] In-pod Kiosk** is designed as a rugged kiosk that provides an impact resistant construction that is resistant to liquids and tampering and can be supplied in whatever color the PA DOC requests. The 17" touch screen is protected by chemically strengthened bonded glass making it an impact resistant class covering. The **OffenderConnect[®] In-pod Kiosk** is designed for growth and additional functionality as may be required by PA DOC.

OffenderConnect[®] Lobby Kiosks

Convenient Deposit Service for Correctional Facilities

GTL offers a variety of methods by which funds may be deposited for inmate debit or prepaid collect calling, one of which is our **OffenderConnect[®] Lobby Kiosk** offering which allows the families and friends of to deposit money to inmate accounts.

One of the greatest challenges facing correctional officers today is the constant barrage of requests that take time away from mission critical tasks. The **OffenderConnect[®] Lobby Kiosk** is an innovative product that can help alleviate some of these tasks that can be handled quickly and easily without having to burden your staff. Now you can accept deposits for all the accounts at your facility with one convenient service; no need to process payments from multiple sources. The **OffenderConnect[®] Lobby Kiosk** can accept deposits for accounts authorized and requested by PA DOC.

The **OffenderConnect[®] Lobby Kiosk** offers an interactive system with a 17" touch screen for input capability. The bill acceptor accepts denominations from \$5 - \$100 bills and detects counterfeit bills which are returned to the depositors. All our kiosks are equipped with Kaba Mas Locks which provide state-of-the-art security and accessing monitoring capability. The **OffenderConnect[®] Lobby Kiosk** is equipped with magnetic card reader offering deposits using credit and debit cards. All deposits are documented by cameras within the **OffenderConnect[®] Lobby Kiosk** along with printed receipts issued at the time of the deposit. The facility can use their access to **OffenderConnect[®]** to all the deposit transactions as well as the pictures of the depositor.



B. MP3/Media Players:

The selected Offeror shall provide MP3/media devices for offender purchase (via DOC's offender commissary ordering process) that are compliant with DOC security specifications. No more than 300 offenders currently have a MP3 player as the result of a previous contract. The selected Offeror shall replace these MP3 players with the Offeror's model at no charge to the Commonwealth or offender. Previously purchased music for these devices will be transferred by the selected Offeror at no additional charge.

 **Response:** GTL understands and complies.

GTL will replace the current 300 MP3 players at no charge to the PA DOC or offender. Previously purchased music for these devices will be transferred by GTL at no additional charge as well. GTL proposes four possible solutions to these device replacements:

1. At the time of activation of the In-Pod and Music solution at each facility any inmate with an existing player would surrender their player to a GTL representative to



facilitate the transfer of the media from their unit to the new GTL unit. Upon completion of the transfer the unit would be returned to the inmate. The collection and distribution of the units can happen with a GTL person face to face with the inmate or be facilitated by correctional staff.

2. GTL can inventory the current music units prior to activation of the In-Pod Music solution at each facility. GTL can then pre-load these new GTL media players with the transferred media to be distributed at In-Pod activation for that facility.
3. GTL can request that the DOC contact your current provider and ask them to provide a list of inmates and their purchased media for loading on to the new GTL media players. GTL can then distributed these pre-loaded media players at In-Pod activation for that facility.
4. GTL can issues credits for the previsouly purchased music and allow the inmate to re-download that music or other music up to the amount of the initial credit.

GTL will work with the DOC in implementing any of the above approaches, a combination of varying approaches based upon each facilities needs or discuss alternative approaches as well.

MP3 player specifications:

- The MP3 device is constructed with clear plastic comprised of no moving parts, lasers or recording devices.
- Visual screen is durable and shatter resistant clear plastic LCD color screen.
- Sound can only be emitted from earphones attached to the device. The MP3/tablet player does not have any recording capability.
- The media device includes a button for manually switching the device on and off.
- Earphones will be supplied with every device.
- tabletdevices come with 16GB storage capacities.
- It can operate on rechargeable batteries and comes complete with an AC power supply.
- LCD screen
- The device has FM radio functionality. It offers manual and auto search tuning and provides up to 64 channel presets.



- Devices and user manuals will be available in both English and Spanish languages.
- All MP3 format files have a bit rate of 128 or better.

C. Kiosk Applications:

Kiosk applications shall include functionality that allows the following:

- a) Requirements for offenders:
 - Place a commissary order
 - Access incoming email and send outgoing email (to be compliant with DOC security specifications)
 - Download digital media to support MP3/media players (to be compliant with DOC security specifications)
 - Access and display offender account information
 - Facility Services
 - Phone Time
 - Facility Tickets

 **Response:** GTL understands and complies.

Direct2inmate is a software platform that that connects, coordinates and manages multiple vendor services. Providing an extension to traditional offender management systems, Direct2inmate provides a stable and consistent interface for offender to directly access information and make service requests.

Offering new levels of flexibility for correctional facilities, Direct2inmate can be deployed through various methods depending on requirements, including purpose designed kiosks, PC's or in-cell media systems.

Direct2inmate is a modular solution designed to accommodate the needs and requirements of a wide range of correctional facilities. Each application provides offenders with a simple way to find information, make requests and to make basic services easier for staff and facilities to offer. Each application is managed and controlled through the platform.

The Platform

A secure open software platform that connects, coordinates and manages multiple vendor services from a single interface. The platform enables the central management



of users (staff and offenders) and hardware (kiosks and MP3/media devices). This allows facilities to have more freedom and control over existing and new vendor services.

The platform allows correctional facilities to manage all staff and offenders using the kiosks and applications, and provides comprehensive functionality including security, single sign on, optional biometric logon, multi language support, alerts, audit and event recording, remote session monitoring and kiosk management and control.

The applications requested for this RFP are offered as applications of Direct2inmate and are delivered through the platform.

Commissary

The Commissary application is an interactive offender self service solution to manage commissary operations in correctional facilities. The proposed solution will provide the PA DOC with an automated and efficient Commissary application.

Replacing the need for manual ordering; using a touch screen offenders order items and funds are automatically deducted from their account. Through the touch screen offenders can also access account balances and transaction histories.

Product images make the electronic store easier to navigate and to select the correct item. This feature also makes it easier for illiterate or non-English speaking offenders to independently and successfully access this service.

How it works

The Commissary application has two user interfaces, offender and administrative.

Offender Interface

Using a unique identification method (biometric, offender ID, RFID tag, pin number) authorized offenders log on. On successful identification the offender's session is initiated providing personal account information and commissary services immediately, directly and accurately. The PA DOC has full control and can restrict offender access as and when required.

Functionality

- **Easy Order Entry:** Offenders create an order list using the touch screen. Simple check boxes, drop down menus and product images help offenders accurately navigate the application and enter orders.

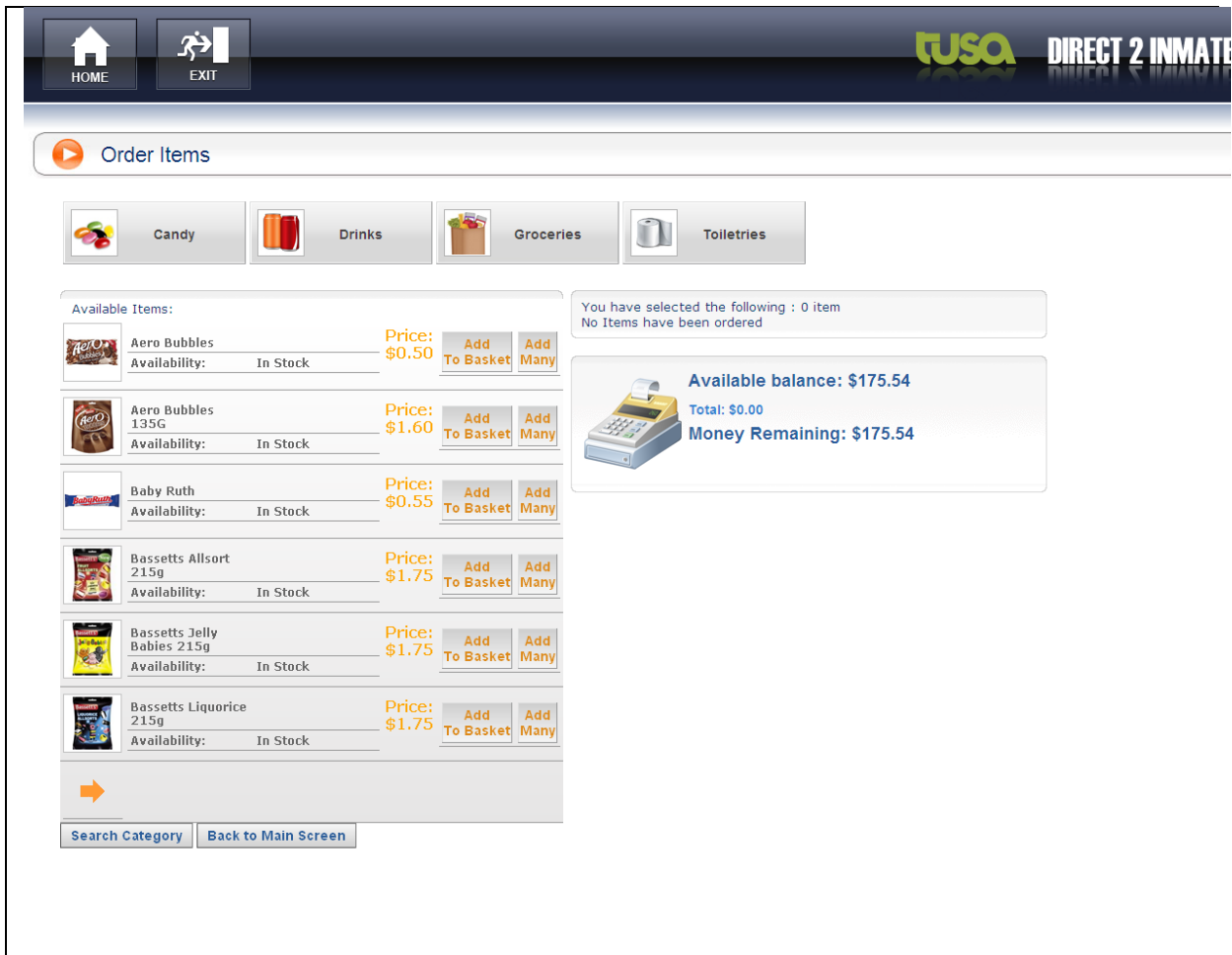


Figure 1: Offender Commissary Order

Display goods

Products are grouped in categories, e.g., groceries, candy, toiletries. Within the categories individual products are listed. Products are described in text and through a product image. Pricing information is also displayed.

Requesting goods

An offender selects a product by selecting the category and then clicking on the item they want. The selected products then appear on the grocery list. Products can easily be added or removed from the grocery list.

Verifying requests

When the offender has selected all their required products they submit the order. The commissary application carries out a range of verification processes including

calculating order cost, checking offender spending limits and trust account funds. If all verification criteria are met commissary orders are processed and prepared for delivery.

Order status

Offenders check the current status of their outstanding commissary orders and what they have previously ordered.

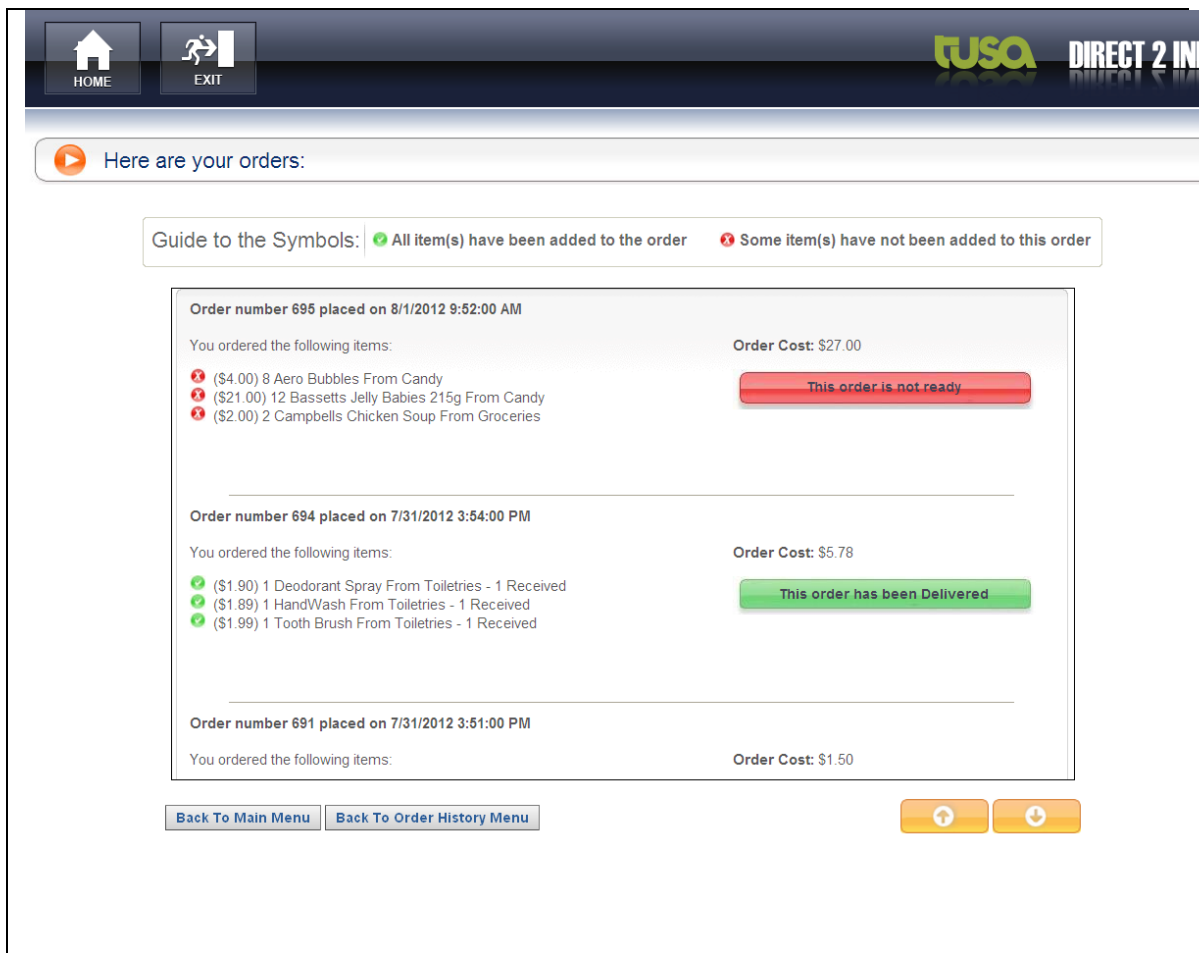


Figure 2: Offender order status

- **Real Time Information:** Is always displayed to ensure offenders are not able to spend more money than is in their account, and are not able to request products that are not available.
- **Restriction Capable:** Offender order privileges and restrictions, including dietary and disciplinary, are fully determined by the facility.



- **Account History:** Each transaction is date and time stamped and stored. Offenders can view order and account history without having to rely on staff.
- **Link to Trust Account:** Allows offenders to view current balance before purchasing. Links can be provided to facilities Trust account application
- **Link to Facility Management Application:** Enabling seamless integration of offender information and preventing duplication of data. The commissary application can link to any third party facility management application.
- **Bilingual:** Allowing for offender communication in English and Spanish.
- **Secure Logon:** Access to commissary services available only for approved offenders.
- **Tamper proof Software:** Ensures offenders have no access to the internet, other restricted areas or information.
- **Offender Account Information**
Through the Commissary application offenders can also access account balances and transaction histories. Offenders to view current balance before purchasing items and view their transaction history. This can be provided through integration with the facilities Trust account application. The following screenshot shows an offenders account transactions:



Figure 3: Offender account transactions

Administrative Interface

Using the administrative interface commissary staff can easily manage all offender transactions and commissary inventory. Using the software commissary staff collates orders by product and offender and this information is used to produce printed labels and assemble orders for delivery.

The commissary application keeps track of stock levels enabling full product inventory to be determined when required and creating automatic re-orders when minimum stock levels are reached, without affecting the offender order process.

Stock Management

Once a product has been sold to an offender, it is debited from the stock available. As new stock is added to the commissary, the available balance is raised. The application keeps track of both actual and unallocated stock so that an audit or inventory can be carried out at any time. The commissary application will generate reorder reports as soon as unallocated stock reaches a defined minimum level.



Collating orders

The commissary application collates orders by product and offender. The commissary staff use this information to make up orders. The application produces printed labels for the delivery bags.

Reporting

All actions and transactions by offenders and staff on the commissary application are recorded. Through the administrative interface staff can access a wide range of report to meet their requirements.

Commissary reports include, but are not limited to:

1. Cash reconciliation report
2. Pick order (Batch) report
3. Product range report
4. Reorder report
5. Sales report
6. Audit Trail Report

Interfacing

We can utilize FTP or other transfer protocols approved by PA DOC for creating file transfers for offender commissary orders from each institution. The selected data can be generated as a CSVfile to receive information such as account balances. Additionally a web service can provide real-time capabilities for applications that are time sensitive.

A report is also provided of the commissary items sent to the central server to compare with the items sent to SAP for processing. This report itemizes all items that have been ordered by the offender. Among the details included in the report are item description, product category and quantity. This can be generated as a CSV file. Note the import / export of data can be automated as a scheduled task.

Benefits of Commissary:

- **Efficiency and Time Savings** – More accurate and faster commissary transactions. Reduces staff time in responding to offender commissary and account balance queries.
- **Automation** – Streamline commissary and offender accounting processes to reduce work duplication, and ensure that staff resources are managed cost effectively.



- **Increase Revenue** – Reduces overhead and increases Return on Investment through the implementation of a single application. Increases vending and commissary revenues.
- **Offender Accountability** – Offender self-service ordering through easy to use product images reduces order errors and places responsibility with the offender.
- **Flexibility and Convenience** - Ease of integration with facility management application, allowing offenders to see real time transaction history and account balance.
- **Full Control** – Flexible restrictions limit offender ordering capability. Restrictions can be applied on various levels including medical condition, location and privileges.
- **Full audit trail** – Records all actions and transactions carried out by offenders, and a full audit trail is stored.
- **Reporting** - A range of flexible reports are available to meet the DOC's information needs.

Security

Kiosk Security

- Toughened glass and ruggedized exterior
- No open ports or keyboard
- Optional biometric logon for offenders
- No external internet connection

Staff PC Security

- Optional biometric logon for authorized staff to access offender and external user messages
- Only DOC staff that are enrolled and assigned privileges may access the interface on the PC
- No external internet connection

Network Security

- Offenders at no point have access to the internet
- Hardware firewall with no open ports
- No incoming connections to the facility, the facility always dials out



Commissary Delivery Ticket

The Commissary application produces two printed receipts. The first copy is included with the delivery and is for the offender to keep. The second copy is signed by the offender and retained by us to serve as proof of delivery.

The information on each receipt can be customized to meet the requirements of the DOC.

RECEIPT				
Order Number				39
Inmate Name				Little, Brian
Inmate Number				[123456]
Balance Before Order				\$84.90
Balance After Order				\$78.93
Item	Qty	Qty Rec	Unit Price	Total Price
Apples	2	2	\$0.25	\$0.50
Orange	1	1	\$0.35	\$0.35
Coca Cola 20 oz	3	3	\$1.50	\$4.50
Subtotal				\$5.35
Sales Tax				\$0.62
Total inc Tax				\$5.97
Order Value				\$5.97
Refunded				\$0.00
8/26/2010		9:32:34 am		

Figure 4: Offender Delivery Receipt



RECEIPT

Delivery Location	Main Site
Order Number	39
Inmate Name	Little, Brian
Inmate Number	[123456]

Balance Before Order	\$84.90
Balance After Order	\$78.93

Item	Qty	Qty Rec	Unit Price	Total Price
Apples	2	2	\$0.25	\$0.50
Orange	1	1	\$0.35	\$0.35
Coca Cola 20 oz	3	3	\$1.50	\$4.50
Subtotal				\$5.35
Sales Tax				\$0.62
Total inc Tax				\$5.97

Order Value	\$5.97
Refunded	\$0.00

Signed: _____

8/26/2010 9:32:34 am

Figure 5: Receipt to be sign by offender as proof of delivery

Message2you:

Message2you is a secure electronic messaging solution enabling offenders to communicate with family and friends in a secure and controlled way. The application enhances security by reducing contraband from entering the facility through correspondence.

How it works:

Send an email to an offender:

- The offender’s contacts (Users) access the messaging application via the secure Message2you website.

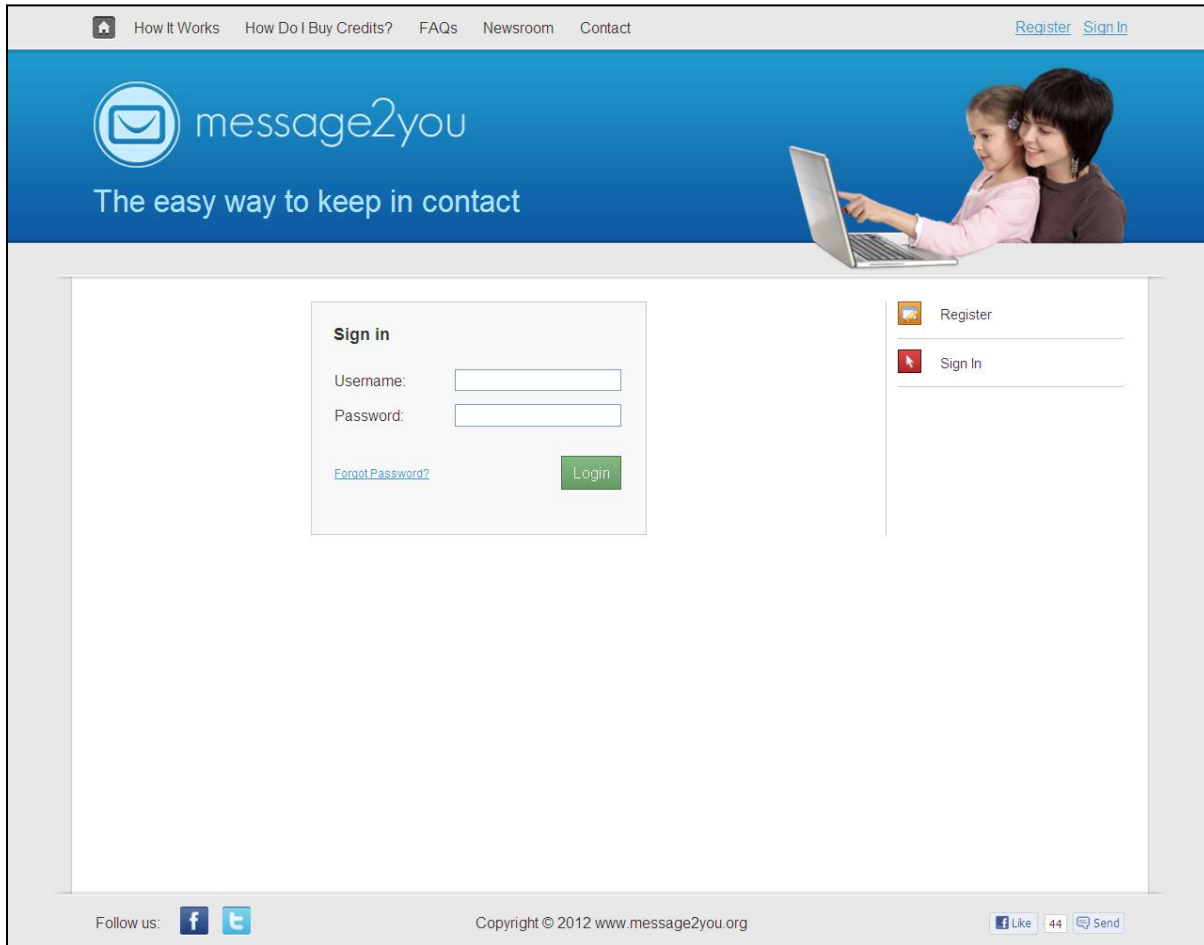


Figure 6: User Message2you website login screen

- The User sets up an account, providing a username and password. Personal information is also captured for identification including name and address.
- The User specifies the facility and the offender they wish to communicate with i.e. name and offender number.

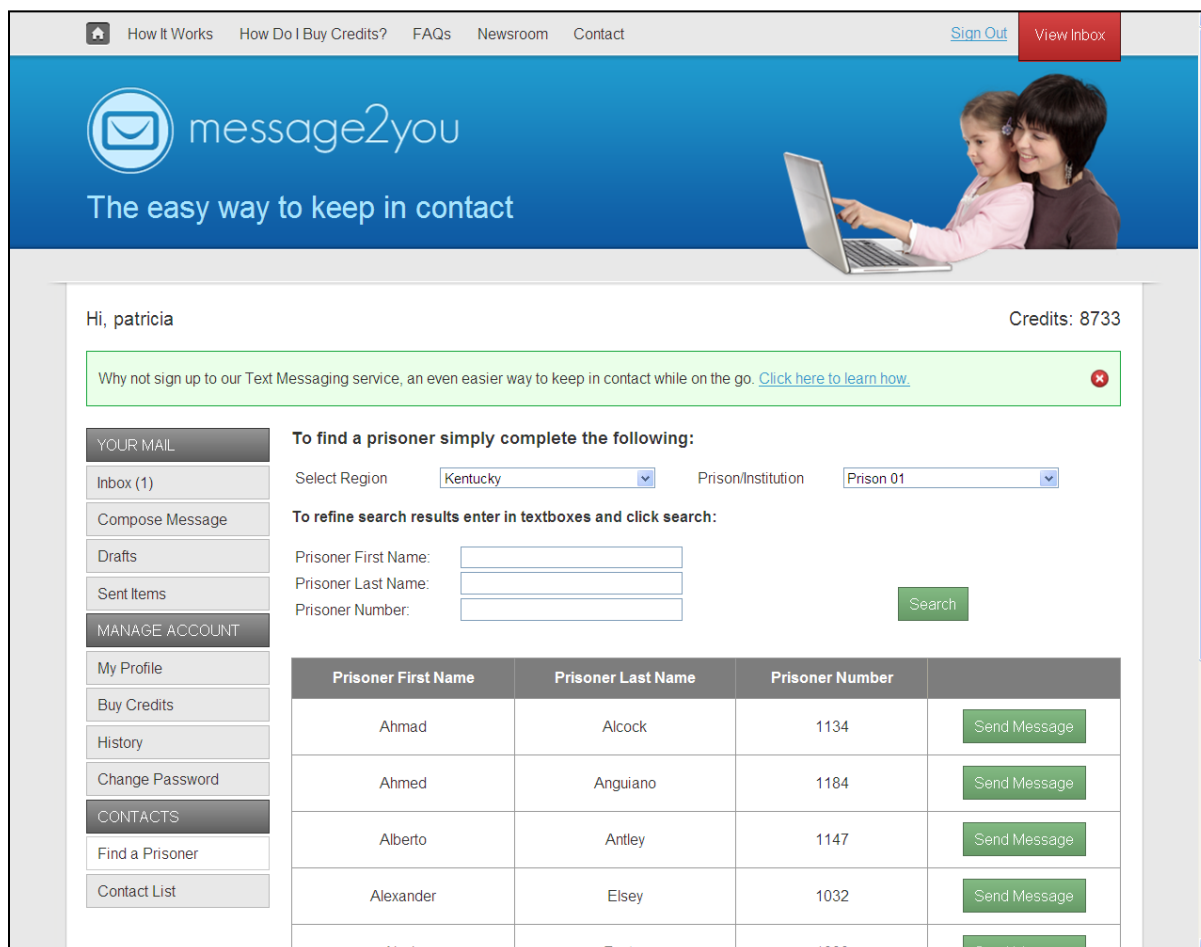


Figure 7: User enters offenders' details to initiate contact.

- The User must also agree to the PA DOC's Terms and Conditions prior to gaining approval to communicate with an offender. The Terms and Conditions will state that all emails sent to the offender may be reviewed by staff and approved or rejected based on content. This statement will also advise the User that any content that violates institutional rules or the law will result in applicable consequences. The User will also have to agree to the Terms of Website Use before they can create an account and begin using the Message2you service.

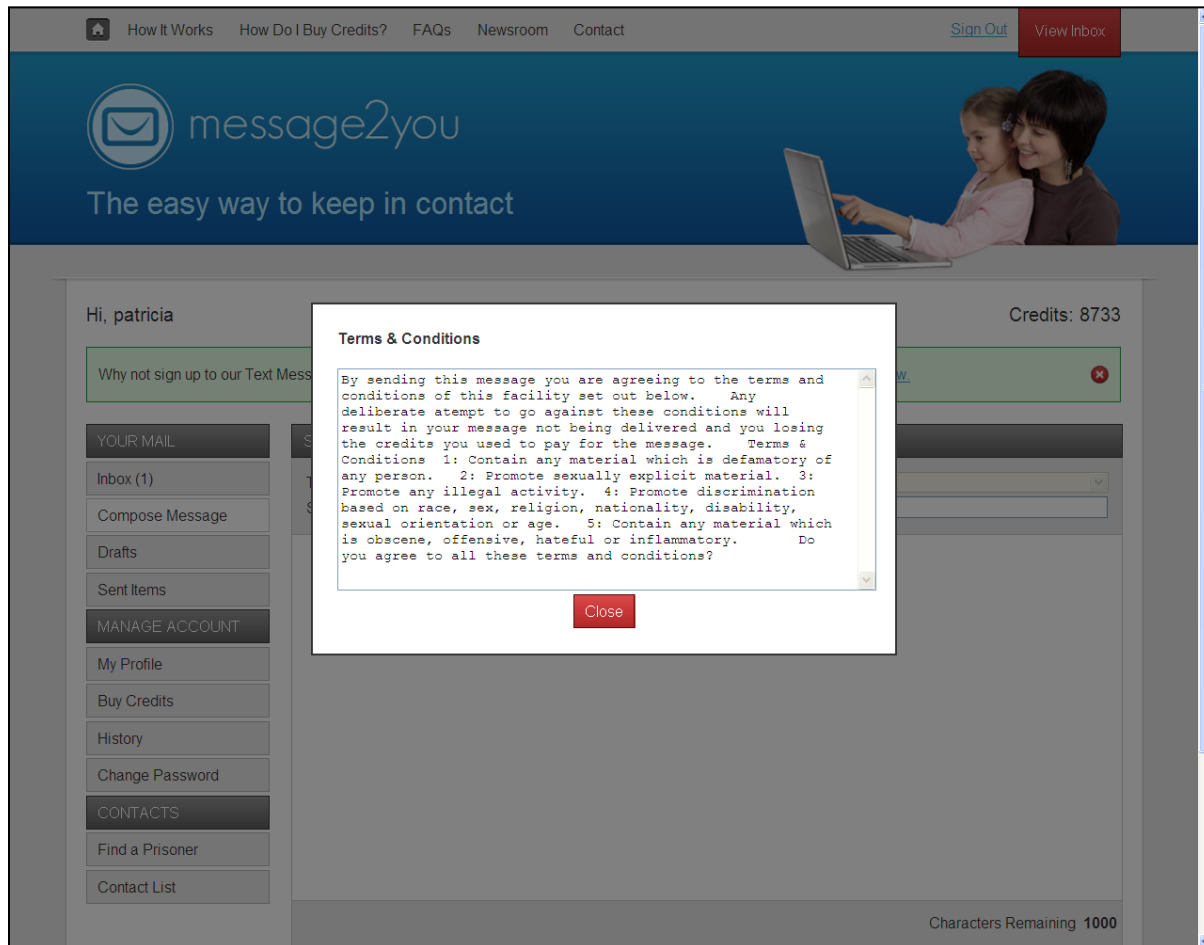


Figure 8: Terms and Conditions

- Once the User has requested to communicate with an offender and has agreed to the PA DOC's terms and conditions, a registration request is sent to the facility.
- At the facility, the registration request is viewed. The facility staff verifies that the offender is authorized to communicate with the contact and approves the request before the offender can receive secure electronic messages.
- If a registration request is approved, the offender will appear on the Users contact list. The User also receives an email to inform them that their offender contact registration has been approved and that they can begin communications.
- The User buys credits, which are then deducted from their account when the message has been successfully sent.

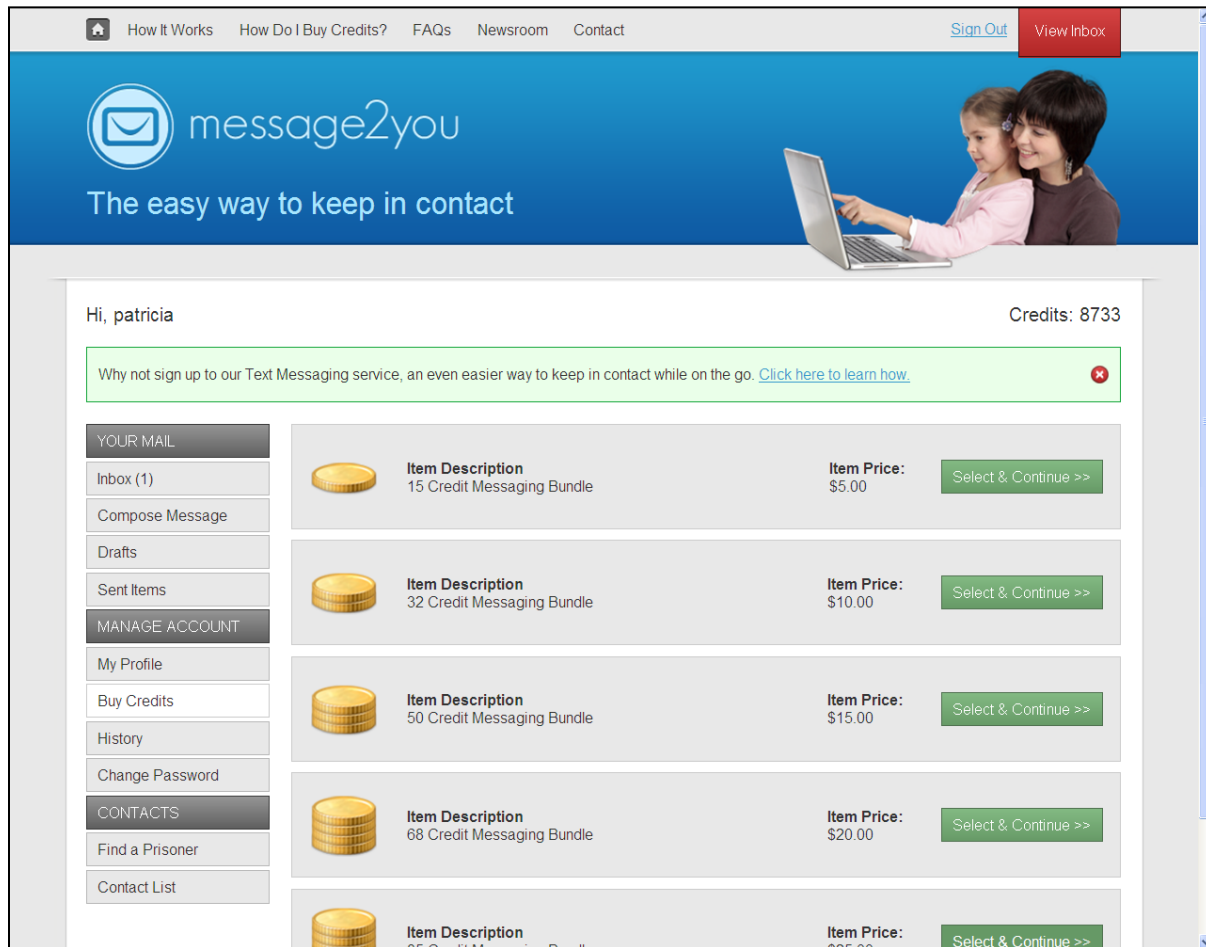


Figure 9: Purchase credits

- The User composes the message to send to the specified offender, and submits it via the secure Message2you website. The inbox and general process of sending the secure electronic message is similar in look and feel to a traditional email system. The process is intentionally designed to emulate email in order to make the application as familiar and easy to use as possible for family and friends.
- The user can select options when sending a message including whether the message is to be printed and they can also pay for the printing of messages.

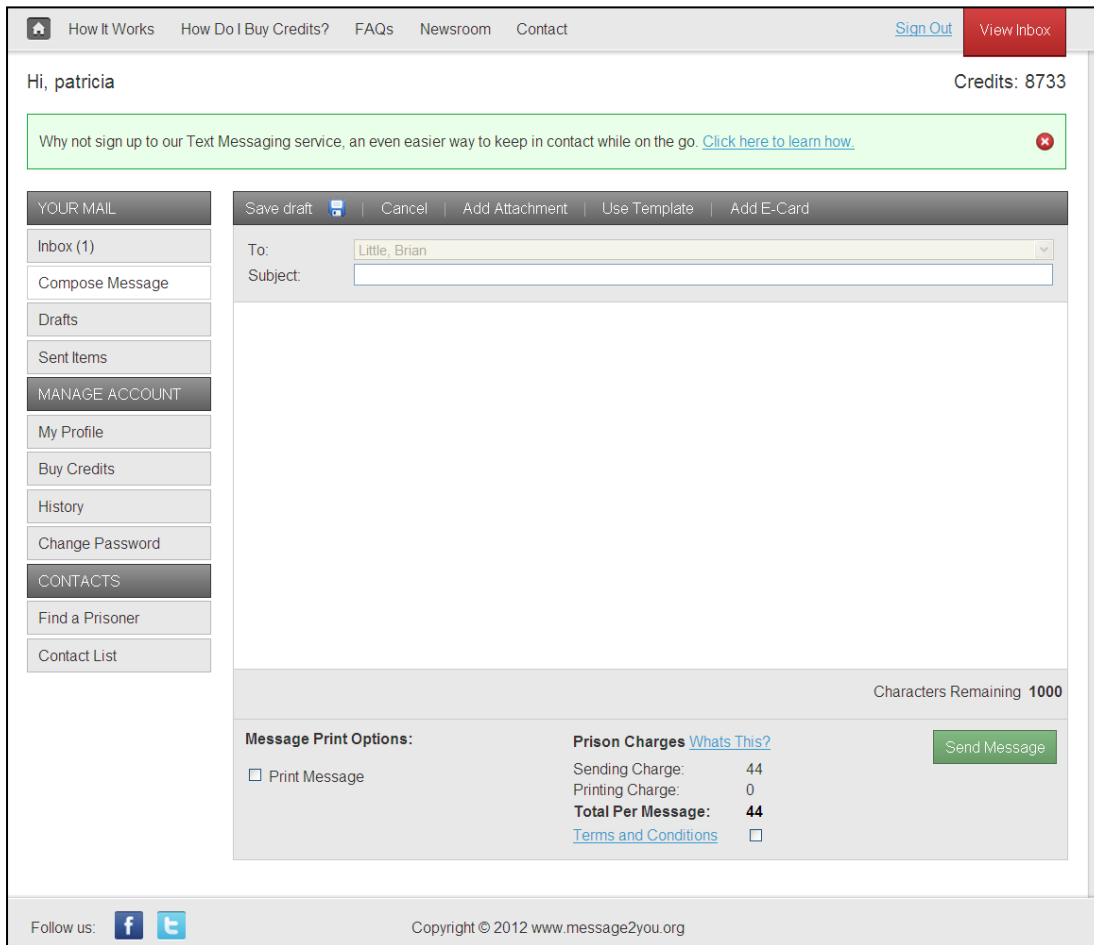


Figure 10: Send message.

- The User is then informed when the message has been sent.

How does the offender get the message?

- Message2you provides a secure website for authorized staff to log on and view messages.

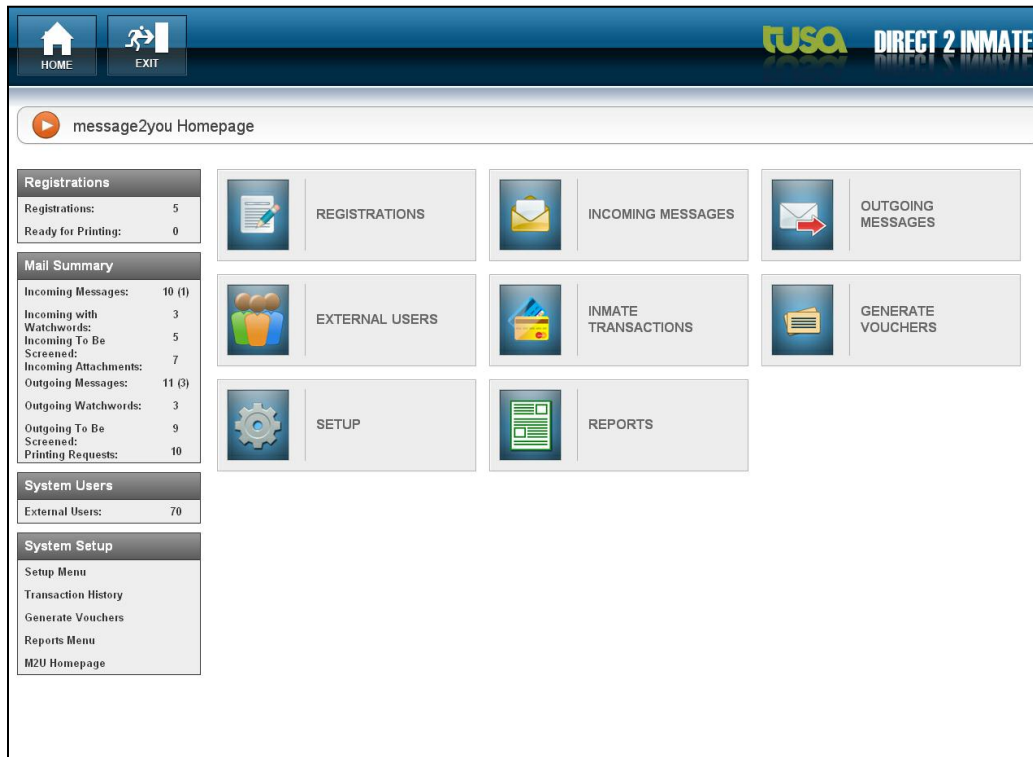


Figure 11: Message 2 you administrative interface

- Only staff members that are enrolled and assigned privileges may access the offender messages.
- If additional security is required we can provide the additional option for biometric login for specific PC's.
- Authorized facility staff log in to the Message2you interface. If a new contact registration has been received, staff will view the registration before messages can be sent. Staff must first accept the registration, and can check the name and contacts against a list of people the offender is not authorized communicate with.

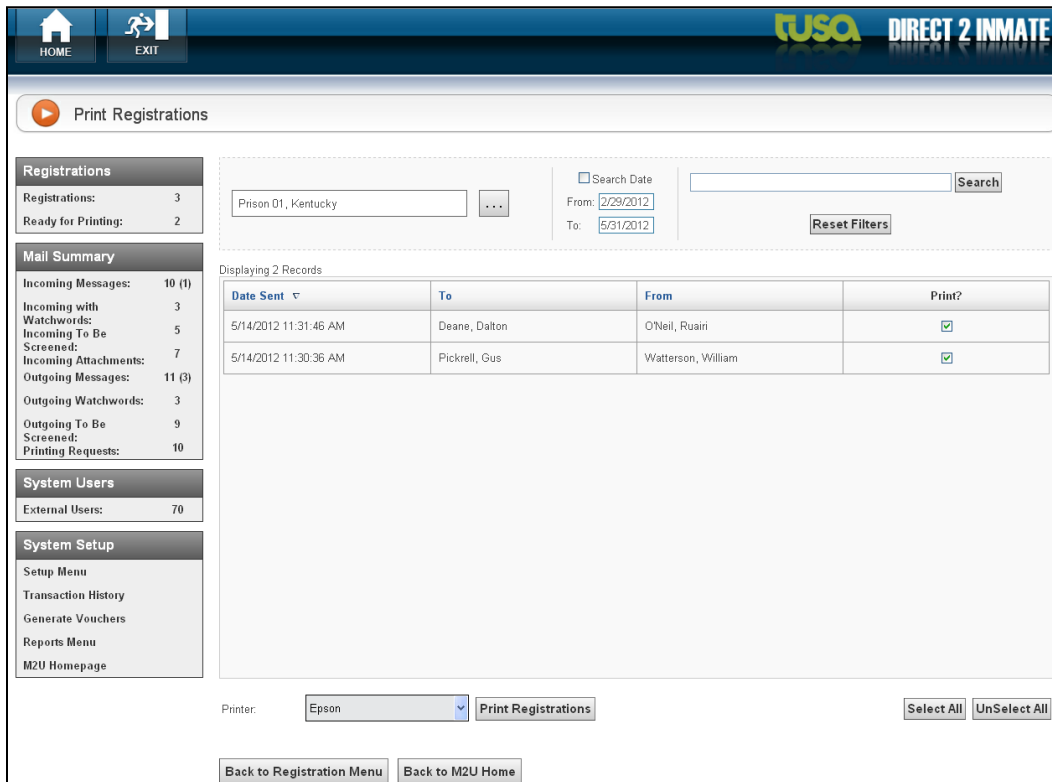


Figure 12: Registration request print out screen

- If the facility approves the request to communicate, the authorized staff member logs on to the administrative interface and accepts the registration.
- A confirmation email is automatically sent to the User, and they can then begin to send electronic messages. If the facility denies the request, the authorized staff member logs into the administrative interface and rejects the registration. The User receives an automatic email informing them that they cannot communicate with that offender.

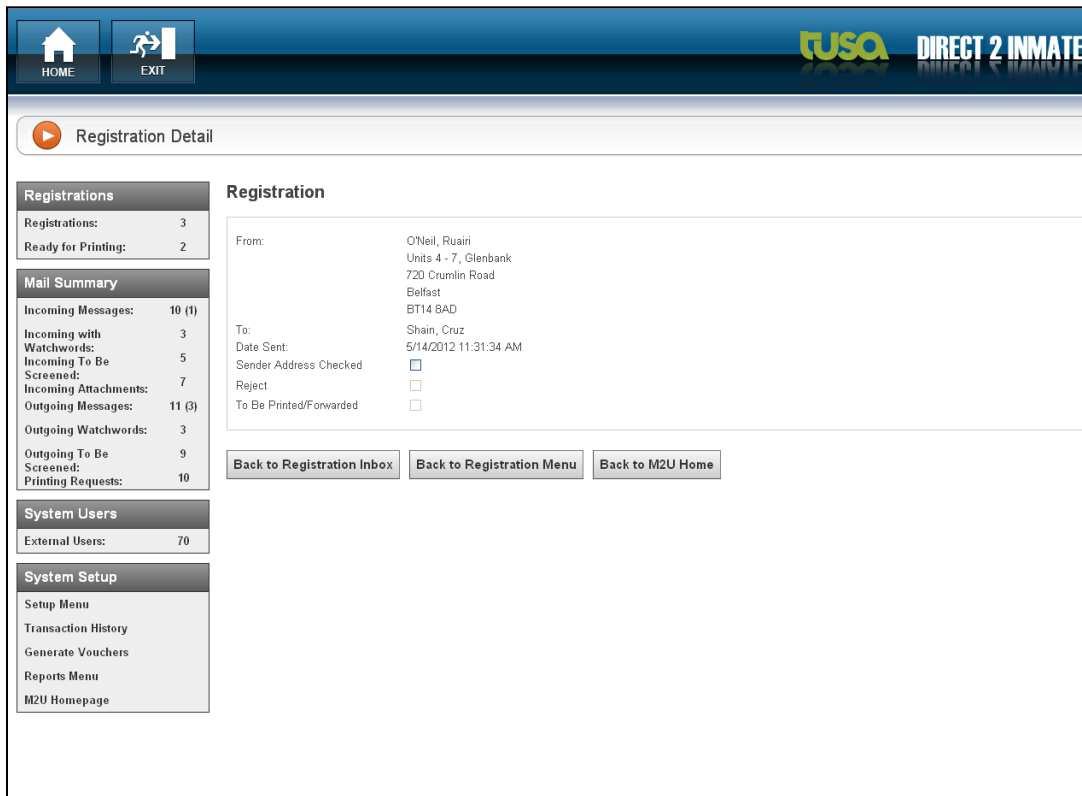


Figure 13: Registration request detail screen

- Once the registration process has been completed the external User will receive notification by email that their request to communicate with an offender has been approved. Once an external user has been approved they can send messages and attachments. To add a photo the user can select “add attachment” to choose and upload a photo.

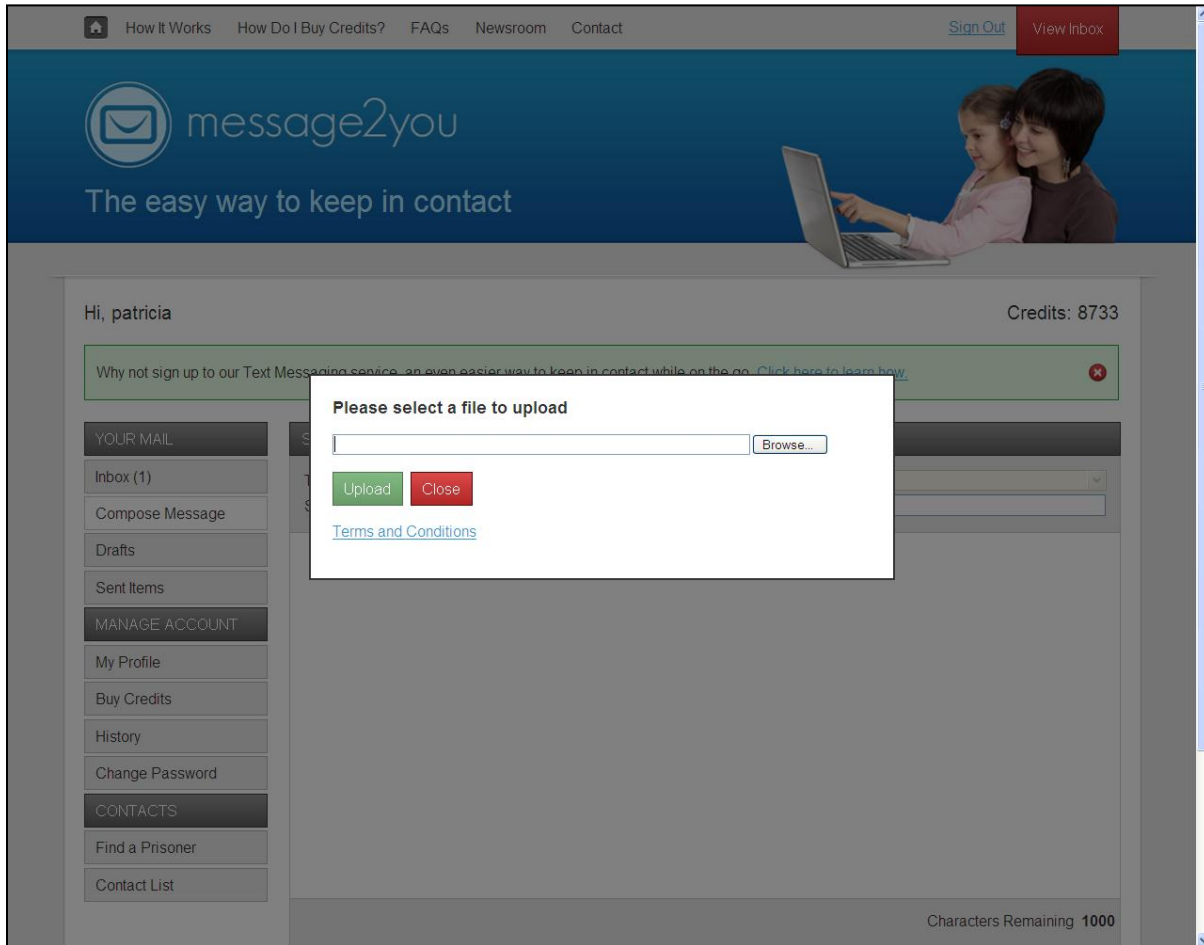


Figure 14: Add attachment

Facility Review and approval of messages/photo

- Authorized staff log in to the administrative interface and inbox to review messages as required and censor if deemed necessary.

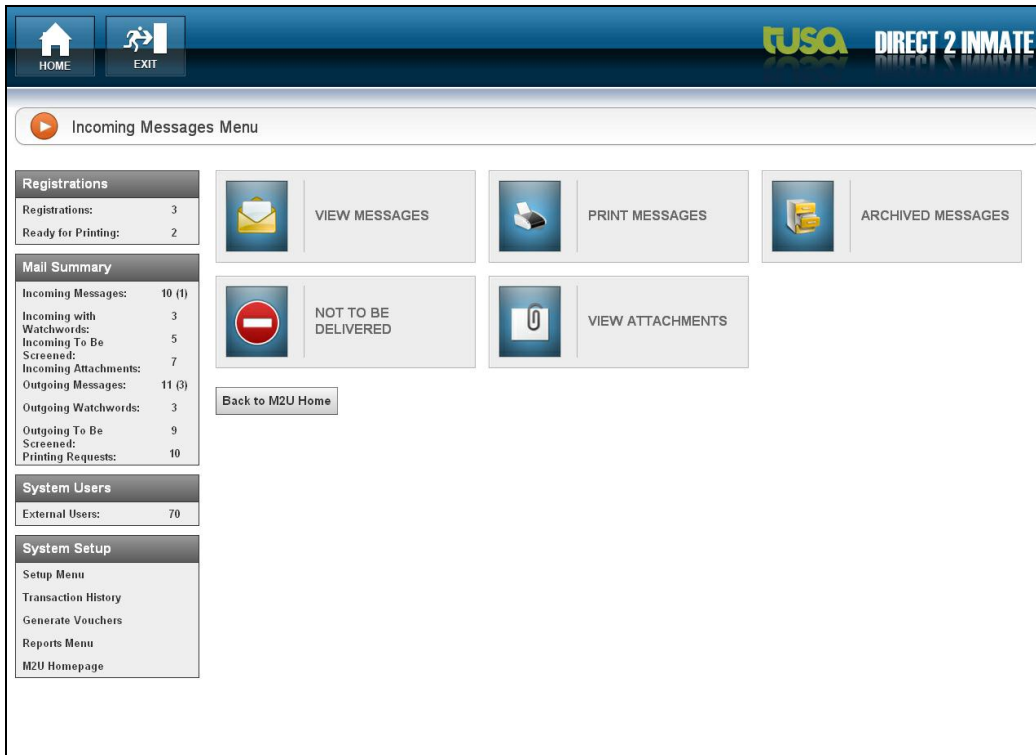


Figure 15: Administrative Interface – Incoming messages menu

- The facility staff may review the message for appropriate content. Messages approved for delivery can be censored before being delivered.
- Messages go through an automated filter process that detects and highlights security sensitive words or phrases predefined by the DOC. A random sample of messages can also be reviewed as defined by the DOC. For example, if the DOC wants to review 1 in every 5 messages, or 10% of all messages, this functionality can also be set up.

Review of photos

- All photos are reviewed and approved by a staff member before being sent to an offender. Approved images are then processed for printing or viewing on a kiosk.
- Images can be marked as being inappropriate and will be stored and not delivered. Images can also be marked as “contains children”, these can only be printed.

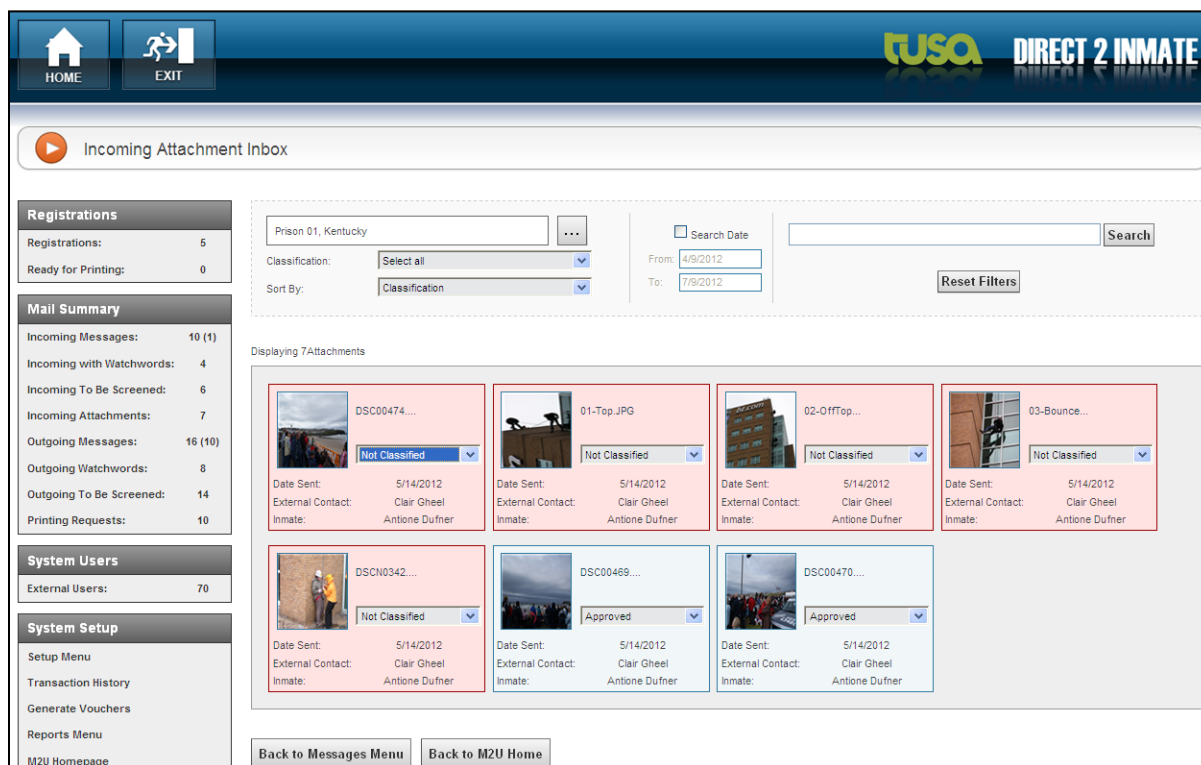


Figure 16: Administrative Interface – incoming attachment inbox

Watch Words Functionality:

Watch Words Filter: The application is designed to allow facility staff to set up a predefined list of words that are deemed suspicious or restricted. Incoming messages are checked against this list and all messages containing these words are flagged as suspicious within the application. Messages containing watch words are automatically sent for review. Authorized facility staff reviews these messages and they must be approved before sending them to the offender.

Message Approval: There are a number of options available to staff when reviewing and approving messages;

- Permit: If the message is deemed acceptable, it is left in its original state and delivered to the offender.
- Permit and Censor: If a small portion of the message is determined to be unsuitable, the message can be modified to hide unapproved content.

Example: This **message** has censored **parts** so it **will be** never viewed.

- Permit and Watch: If a message is determined to be suspicious, but could potentially be used for intelligence gathering purposes, it is flagged and stored but

still sent on to the offender. Message2you will start to build a message chain, linking all past and future correspondence from that contact so that it can be easily viewed for intelligence gathering purposes.

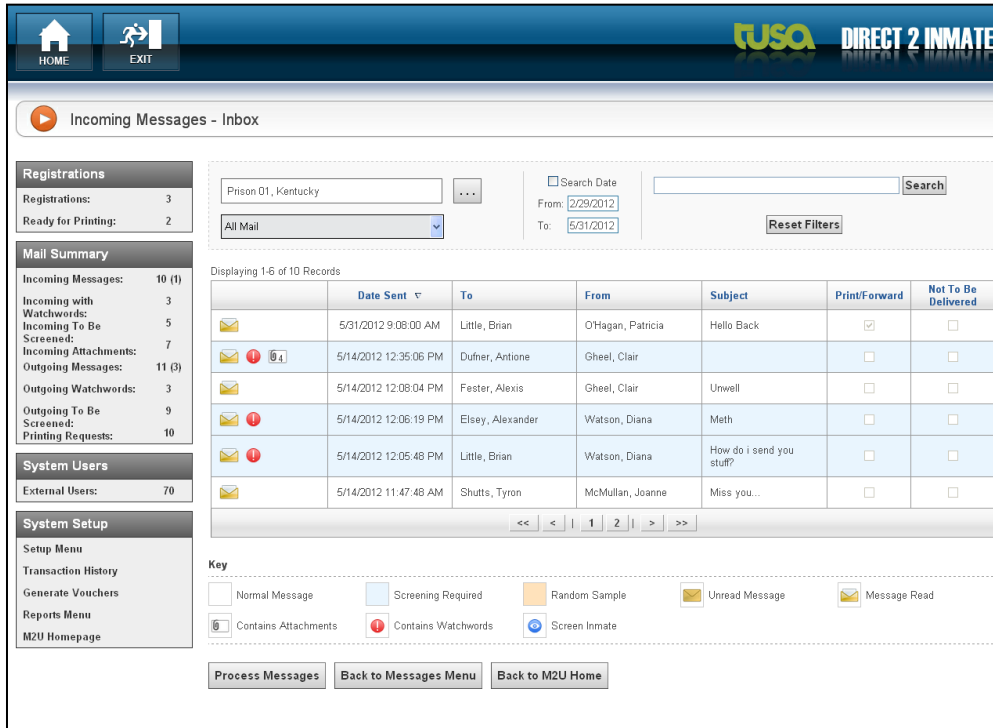


Figure 17: Administrative Interface – incoming message inbox

- Once an authorized staff member has approved the message, it is delivered to the offender’s account.
- Messages from a “watched” contact are highlighted to enable a staff member to quickly view and screen the message.

How does the offender receive messages?

- Authorized facility staff log in to the Message2you interface to review messages as required and censor if deemed necessary.
- Messages go through an automated filter process that detects and highlights words or phrases predefined by the facility.
- Once approved, messages are either printed or sent to the offenders account.
 - If printed the approved messages will go onto a print list on a staff computer.

- If sent to offenders account the offender can use a touch screen kiosk to view and reply to their messages.

How can offenders send messages?

- Only offenders with access to a kiosk and set up for two-way communication with an external contact can send messages
- The offender buys credit that is then deducted from their account when the message has been successfully sent.
- When an offender has replied to a message, it is sent for review. Authorized facility staff log on to the Message2you interface to review messages as required and censor if deemed necessary.
- The offender is then informed when the message has been sent.
- Once approved, messages are sent to the external Users account.

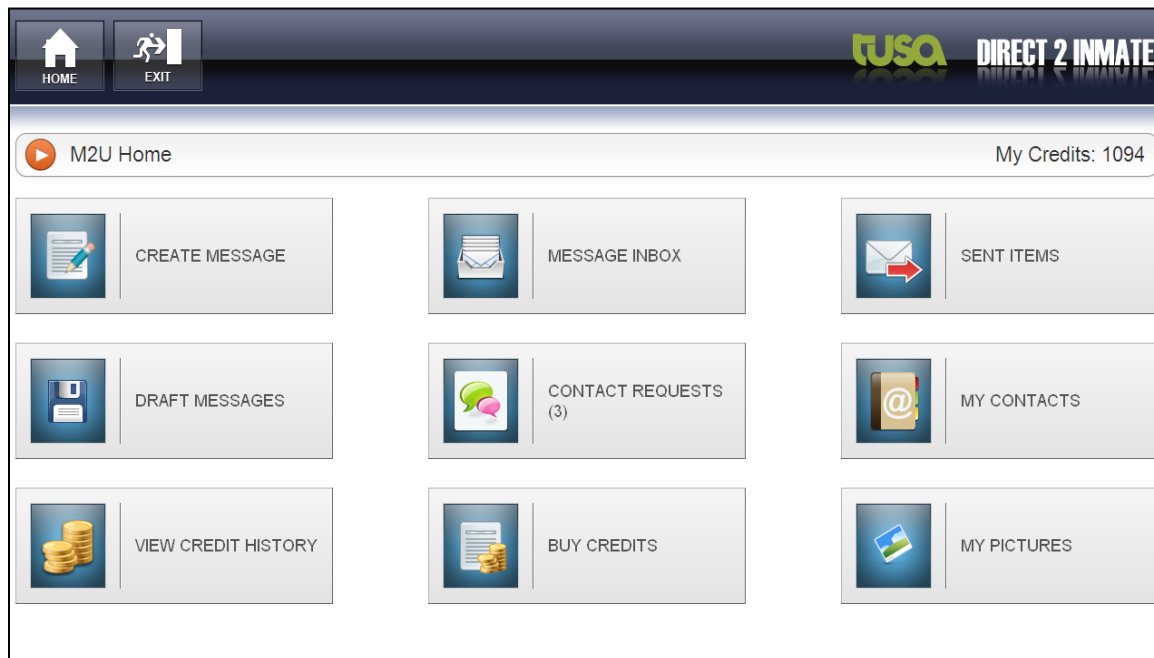


Figure 18: Offender Interface – Home page

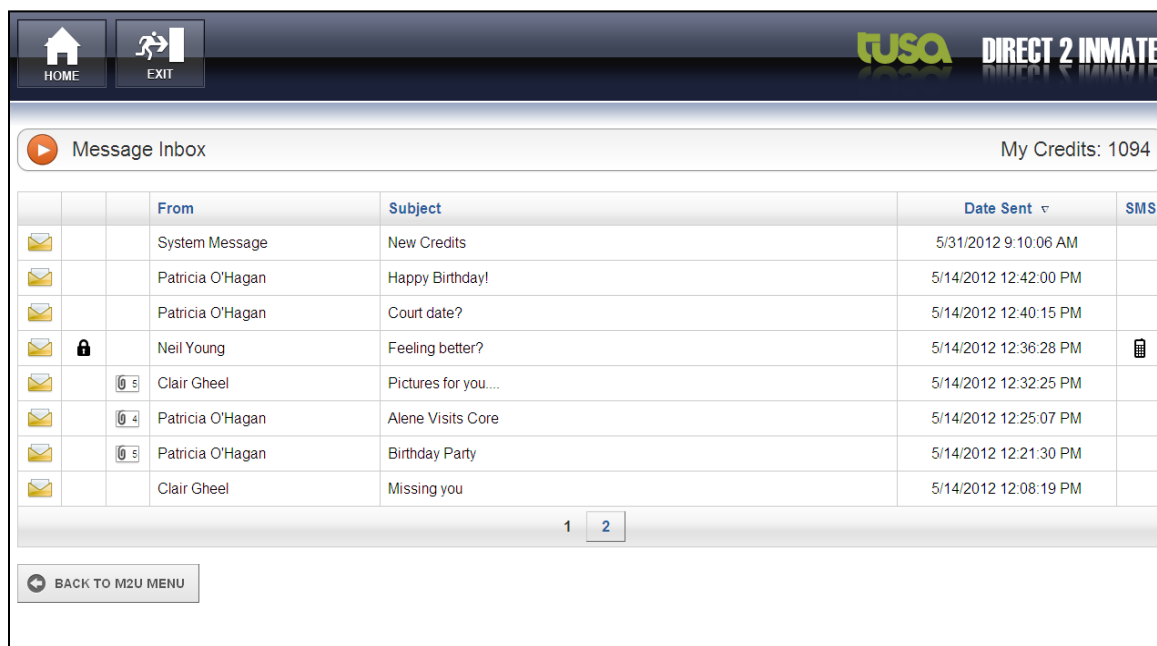


Figure 19: Offender Interface – Inbox

MP3 Media Services

Media4you enables offenders to access interactive services to use within correctional facilities through personal media devices such as tablets and MP3 media players.

Services include Music, e-books, Pictures, Video and other programs and services. Media4you provides an easy to use and secure service for offenders to receive approved media by purchasing it themselves, or having it purchased by family, friends or other sources.

Offenders can easily access and store Music, Video, e-books and Photos on supported devices. The Media4you intuitive interface makes it easier for illiterate or non-English speaking offenders to independently and successfully use available services.

How it works

Using a unique PIN number authorized offenders can log onto a digital media device. On successful identification the offender's session is initiated providing personalized information and services immediately, directly and accurately. Media4you can link to the Offender Trust account application. This allows offenders to view current balance information before purchasing. Media4you has multi-lingual capability allowing for offender communication in English and Spanish.

- On successful authentication to the kiosk, the system initiates the offender's personal session and provides access to their authorized modules. On selecting Media4you they will be presented with the below menu:

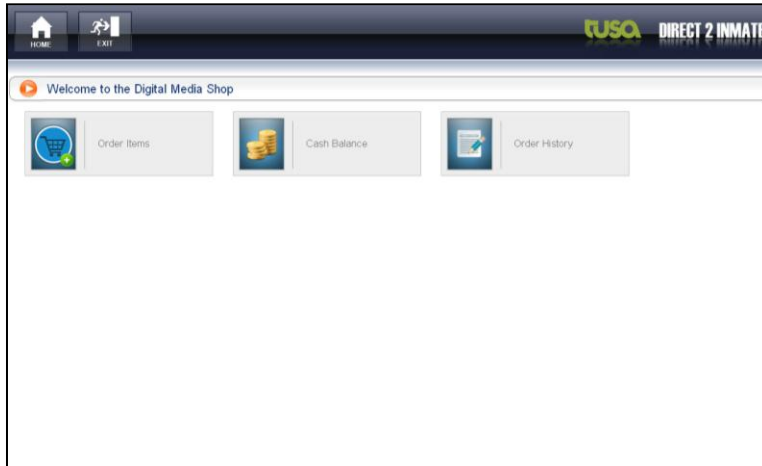


Figure 20: Media4you Home Screen

- The Digital Media Shop provides the offender with options to view the catalog of songs available, cash balance and order history.

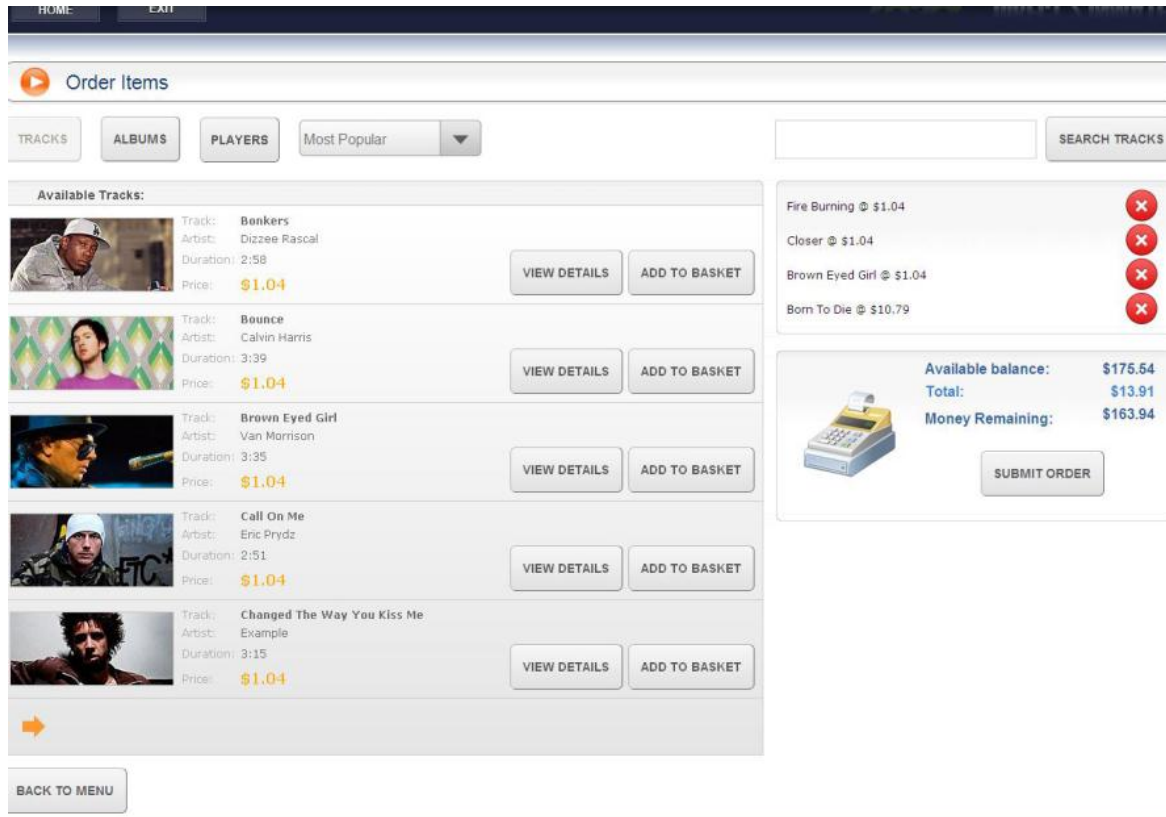


Figure 21: Order Media Items

- From the kiosk offenders create an order list. Large buttons, drop down menus and product images help offenders accurately navigate the system and select their song to purchase.
- Media is grouped in categories e.g. tracks, albums. Within each category type, the individual tracks/albums are described in text and through product images. Each track displays the track name, the artist, duration of track and the price.
- Additional information on the track is available by selecting view details. (See screenshot below). Offenders can enter names of tracks or albums to search through. Available tracks can be sorted by most popular, new release, price ranges and alphabetical.

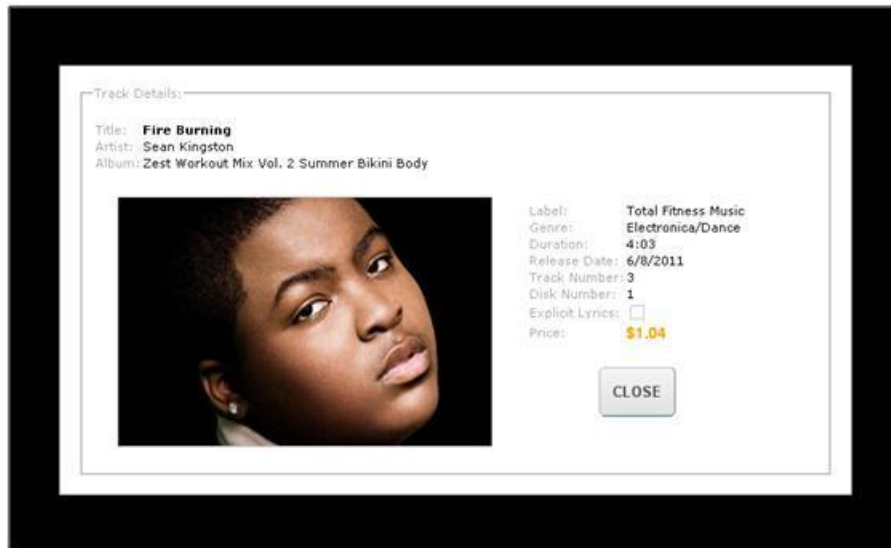


Figure 22: View track /album details

- **Requesting Media**

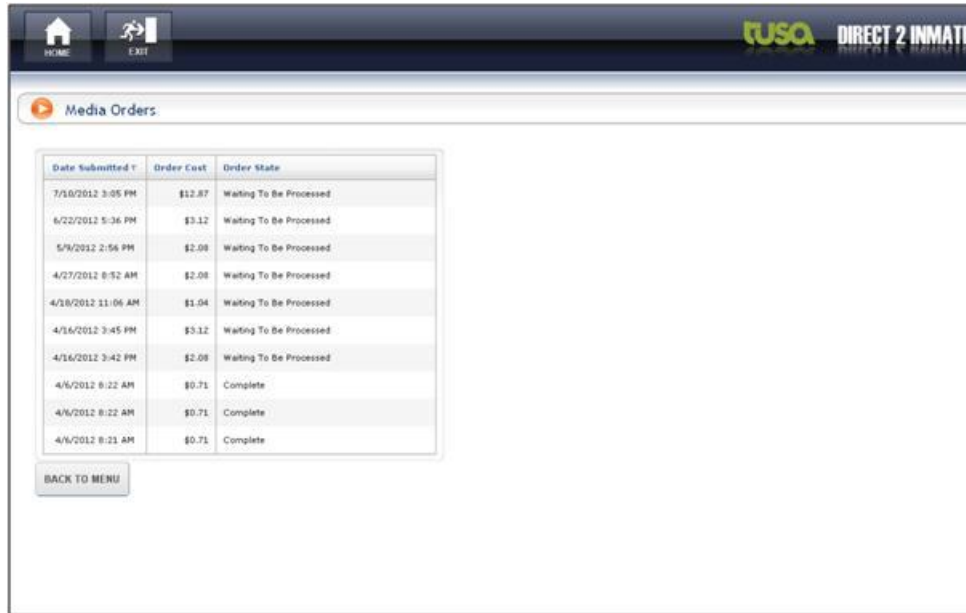
An offender requests a track/album by selecting a category and clicking on the track/album they wish to purchase. The selected track/album appears on the right hand side of the screen. Tracks / Albums can easily be added or removed from the list by selecting the x icon.

- **Verifying Media Requests**

When the offender has selected the songs they wish to purchase, they submit their order. The system carries out a range of verification processes including calculating the order cost, checking the offender's spend limits and available funds. If all verification criteria are met the order is processed and prepared for download.

- **Order Status & Account Balance**

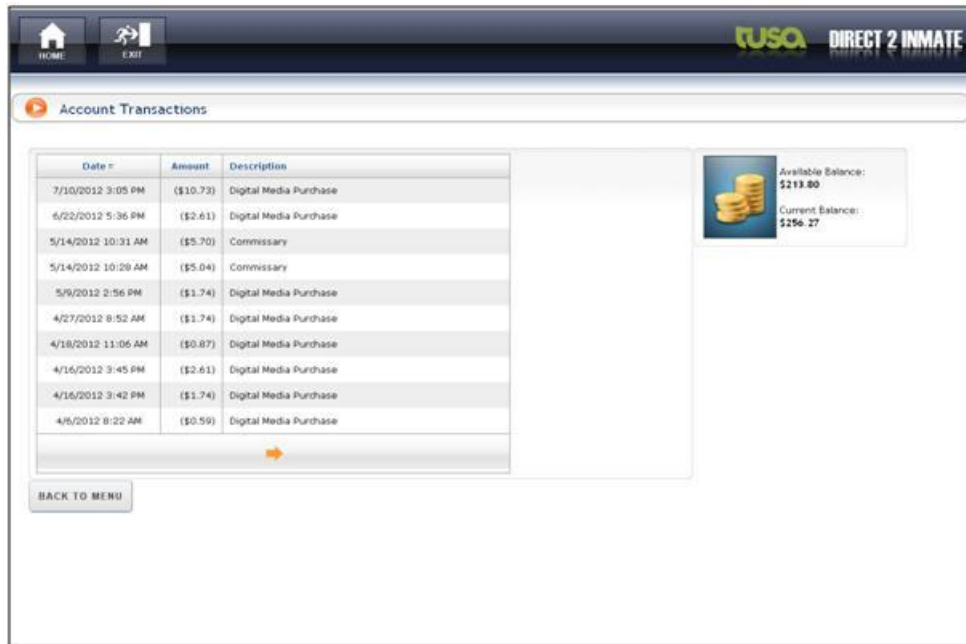
Through the touch screen offenders can also access transaction histories and account balances. Offenders can check the current status of their orders and view their order history. Time, date and cost are displayed along with the order status as shown below



The screenshot shows a user interface for 'Media Orders'. At the top, there are navigation icons for 'HOME' and 'EXIT', and the text 'RUSA DIRECT 2 INMATE'. Below the title 'Media Orders', there is a table with three columns: 'Date Submitted T', 'Order Cost', and 'Order State'. The table contains ten rows of data. A 'BACK TO MENU' button is located at the bottom left of the table area.

Date Submitted T	Order Cost	Order State
7/10/2012 3:05 PM	\$12.87	Waiting To Be Processed
6/22/2012 5:36 PM	\$3.12	Waiting To Be Processed
5/9/2012 2:56 PM	\$2.08	Waiting To Be Processed
4/27/2012 8:52 AM	\$2.08	Waiting To Be Processed
4/18/2012 11:06 AM	\$1.04	Waiting To Be Processed
4/16/2012 3:45 PM	\$3.12	Waiting To Be Processed
4/16/2012 3:42 PM	\$2.08	Waiting To Be Processed
4/6/2012 8:22 AM	\$0.71	Complete
4/6/2012 8:22 AM	\$0.71	Complete
4/6/2012 8:21 AM	\$0.71	Complete

Figure 23: Order Status



The screenshot displays a web interface for 'Account Transactions'. At the top, there are navigation icons for 'HOME' and 'EXIT', and the text 'USA DIRECT 2 INMATE'. Below the title 'Account Transactions', there is a table with columns for 'Date =', 'Amount', and 'Description'. The table lists several transactions, including 'Digital Media Purchase' and 'Commissary'. To the right of the table, there is a box showing 'Available Balance: \$213.80' and 'Current Balance: \$296.27'. A 'BACK TO MENU' button is located at the bottom left of the interface.

Date =	Amount	Description
7/10/2012 3:05 PM	(\$10.73)	Digital Media Purchase
6/22/2012 5:36 PM	(\$2.61)	Digital Media Purchase
5/14/2012 10:31 AM	(\$5.70)	Commissary
5/14/2012 10:29 AM	(\$5.04)	Commissary
5/9/2012 2:56 PM	(\$1.74)	Digital Media Purchase
4/27/2012 8:52 AM	(\$1.74)	Digital Media Purchase
4/18/2012 11:05 AM	(\$0.87)	Digital Media Purchase
4/16/2012 3:45 PM	(\$2.61)	Digital Media Purchase
4/16/2012 3:42 PM	(\$1.74)	Digital Media Purchase
4/6/2012 8:22 AM	(\$0.59)	Digital Media Purchase

Figure 24: Account Transaction

- *Downloading Media*

Once the offender connects their MP3 media player to the kiosk via USB connection the offender's completed order will automatically be downloaded onto the player

From Media Player

- From an MP3 media player offenders can browse and select from a catalog of songs. Using the control buttons on the player, offenders can enter names of tracks or albums to search through. Available tracks/albums can be sorted by most popular, new release, price range and alphabetical.
- When an offender selects a track/album they want to download, the song(s) will be added to a pre-downloaded list. Offenders have the ability to choose preference order and delete selections in the list. Note: offenders are unable to download music directly to their MP3 media player due to network security restrictions.
- Once the offender connects their MP3 media player via USB connection to the kiosk and is authenticated by the system, their "pre-downloaded list" will be displayed on the touch screen. The offender will be asked to verify the list of

songs they have selected to download. The user can edit this list and add or remove new songs to the list.

- When the offender has confirmed the song(s) they wish to purchase, they submit their order. The system carries out a range of verification processes including calculating the order cost, checking the offender's spend limits and available funds. If all verification criteria are met the order is processed and prepared for download onto the player.
- The software is updated on the player when it is connected to the kiosk .i.e. catalog is refreshed and updated.

Administrative Interface

- The management and administration of Media4you is carried out through the platform. Through this administrative interface, staff can update the music catalog from the content provider, approve digital content and manage the music library to determine what offenders can buy from the digital media shop.



Figure 25: Catalog Management

- Once a catalog has been downloaded from the content provider, staff can approve the content. Additional information on the track/album is available. The system automatically identifies content which is marked by the content providers as containing explicit lyrics. However staff can decide not to approve any titles they deem inappropriate.
- Several options are available to update media catalogs from content provider(s). This can be updated manually or a schedule defined to automatically update i.e. recur every “x” days at a certain time.
- Staff are able to view dates and times of any current/previous catalog updates including the start and end time of the update, whether the update was performed manually or automatically by the system, what status is at i.e. completed, processing and display any notes recorded against the update i.e. how many were successfully downloaded / failed.

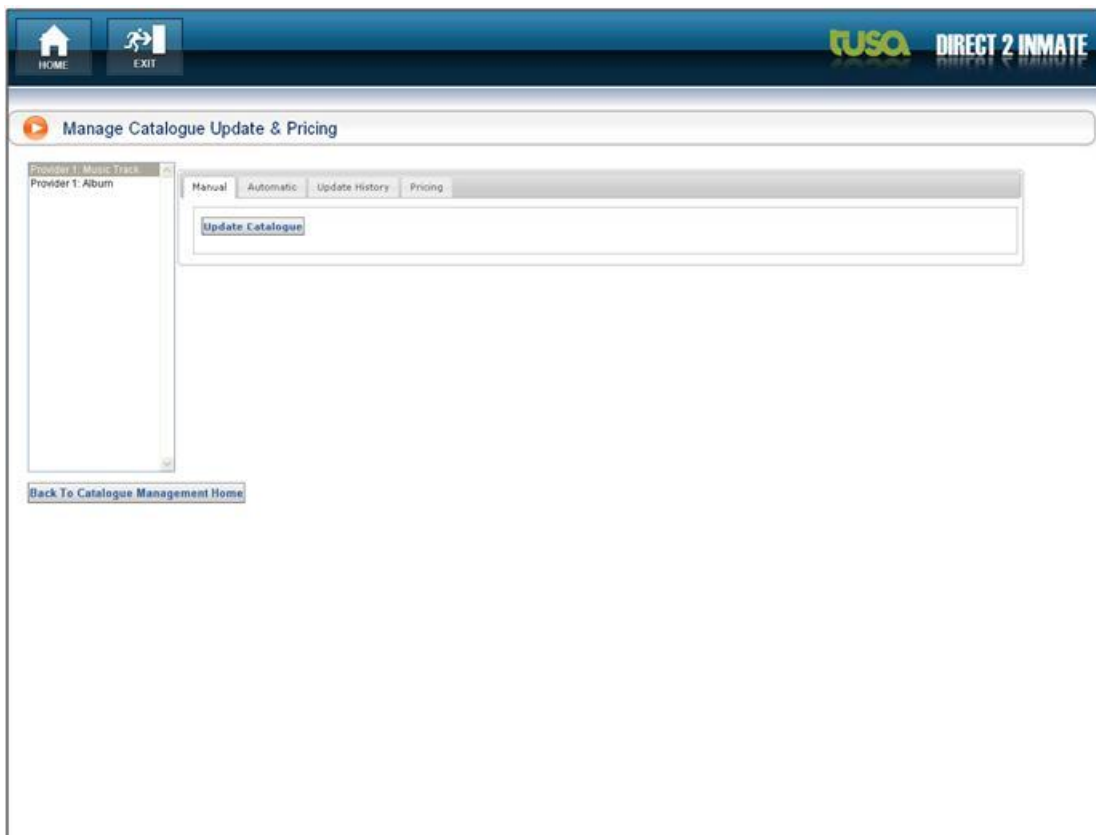


Figure 26: Catalog Update

Approve Content

Once a catalog has been downloaded from the content provider, officers approve the content. Additional information on the track/album is available by selecting view details. The system automatically identifies content which is marked by the content providers as containing explicit lyrics. However officers can decide not to approve any titles they deem inappropriate. Content will not be displayed on any offender device if it has not been approved by an officer. The content can be filtered by Tracks/albums and further sorted by title, artist genre.

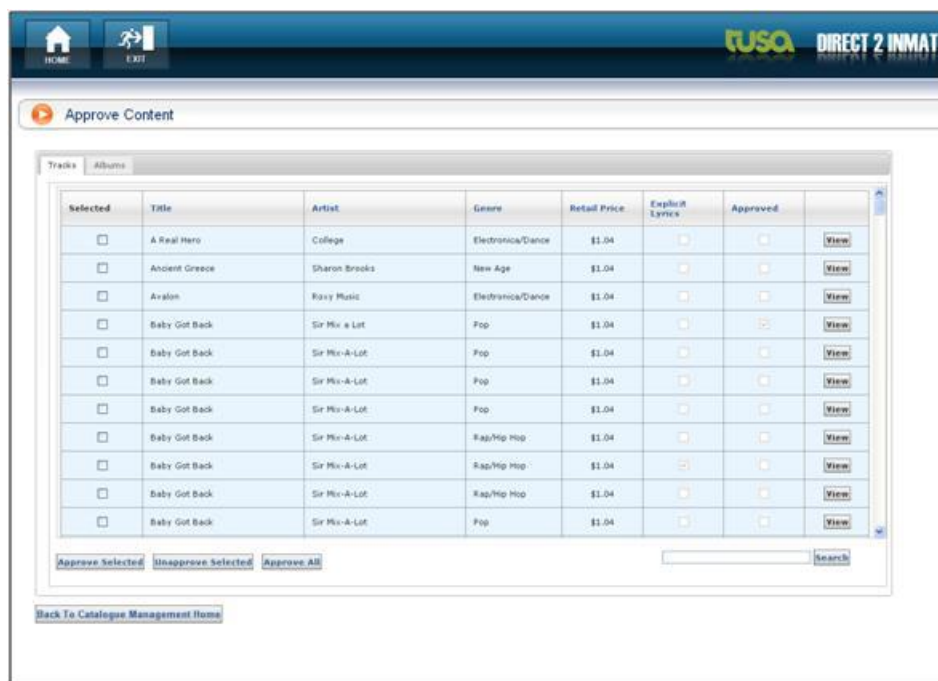


Figure 27: Approve Content

- **Music Library**

Once tracks / albums have been approved officers can add these to the digital media shop for display on all kiosks. MP3 media players will automatically check for new updates to the catalog when the device is connected to the kiosk. From the music library officers can view content currently displayed on kiosk and can add or remove content.

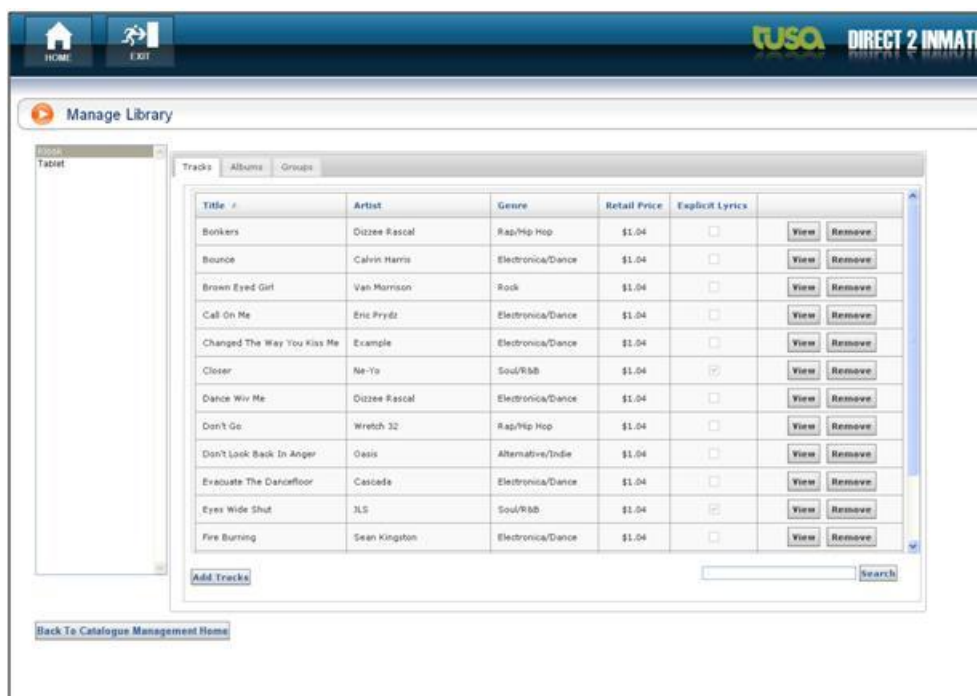


Figure 28: Manage Library

Available Media

- **Music:** Offenders can search approx 6 million songs by genre, artist, song name and album title. Once music has been purchased and downloaded the songs will be stored in the digital media library with unlimited access.
- **E-books:** Offenders can browse through apps and e-books by title and author. The offender can benefit from self learning by downloading educational materials.
- **Video/Movies:** Offenders can browse through categories including educational, drama, science fiction and more.
- **Pictures:** Offenders can store approved pictures they have received from family and friends through email.

Functionality

- **Media Library:** All media is stored in the library including songs, videos and pictures. All media downloaded can be organized and accessed through the media library at anytime. The media is also available to an offender on release.
- **Media Store:** With approximately 6 million songs and thousands of e-books and apps to choose from, the media store offers something for everyone. Offenders have the option of previewing media before purchasing.



- **Access to other services:** Offenders may have access to other functions including Message2you or Commissary as well as third party applications.

Security

- **Secure Logon:** PIN number for individual offenders to log on. Only approved offenders can access Media4you.
- **Downloads:** Media purchased and downloaded by an offender can't be downloaded for free by another.
- **Tamper Proof Software:** Offenders have no access to the internet or other restricted information and applications.
- **Security:** Ant-theft feature that locks out a MP3 player if it is reported lost or stolen. It will be rendered inoperable to anyone other than the rightful owner.
- **Content:** Only approved content from a pre-screened list is available to offenders. Content deemed a security risk or inappropriate will not appear on the list of available choices.

Security

- **Secure Logon:** Controlled access to inmate personal accounts to make requests
- **Confidentiality:** Specific requests can be marked as confidential adding an extra layer of security regarding sensitive information.
- **Tamper proof Software:** Ensures inmates have no access to the internet and other restricted information or systems.

Facility Services

Phone Time

GTL in partnership and cooperation with the DOC can provide the inmates in DOC facilities the ability to fund debit phone purchases using the kiosk commissary application. This will eliminate the current manual method. These purchases will transact from Inmate trust accounts and typically generate an increase in phone sales because the inmate can add money to his/her phone account at will. In many cases where GTL has implemented this capability it also results in the additional benefit to the facility of phone balance refunds to be issued upon release. This process allows for DOC staff to focus on matters of importance while it also allows inmates to order Phone Debit time directly through the kiosk ordering system. This aids in the re-entry process as it offers the inmate a vehicle to keep lower balances on their debit account but fund it

more often for near instant gratification and the ability to contact family and friends more often.

Integration with Phone Application (Refer to Appendix G Question 125)

Facility Tickets

Facility tickets are handled through our Commissary application enabling offenders to place facility ticket orders from a kiosk. Authorized staff from the administrative interface can view facility ticket orders and print the ticket. The ticket includes offender ID, order contents, value and ticket number. Note information on receipt can be customized to meet the requirements of the DOC.

These tickets can then be distributed to the appropriate offender to redeem at the commissary.

- b) Requirements for Visitors/Public:
 - Monetary Deposits

OffenderConnect® Lobby Kiosks

Convenient Deposit Service for Correctional Facilities

GTL offers a variety of methods by which funds may be deposited into inmate accounts, one of which is our **OffenderConnect® Lobby Kiosk**.

One of the greatest challenges facing correctional officers today is the constant barrage of requests that take time away from mission critical tasks. The **OffenderConnect® Lobby Kiosk** is an innovative product that can help alleviate some of these tasks that can be handled quickly and easily without having to burden your staff. Now you can accept deposits for all the accounts at your facility with one convenient service; no need to process payments from multiple sources. The **OffenderConnect® Lobby Kiosk** can accept deposits for all the accounts you wish at your facilities, all without staff interaction.

The **OffenderConnect® Lobby Kiosk** is the perfect complement to the online services provided by OffenderConnect.com. The kiosk allows friends and





family of inmates to make deposits to various accounts when they come for scheduled visitations, or any time that your facility is available to the public.

Accept deposits to all accounts

Friends and family of inmates can conveniently make deposits into any of the available accounts using the OffenderConnect[®] Kiosk. A single kiosk can process thousands of deposits each month without long lines or tying up facility staff. With no cash to handle and or money orders to process, your facility can reduce liability and increase efficiency, simply by adding an **OffenderConnect[®] Lobby Kiosk!**

Make deposits with cash, credit or debit

The kiosk is a great option for friends and family of inmates who do not have access to a computer, or who only have cash to use to make deposits. The **OffenderConnect[®] Lobby Kiosk** can accept cash, and MasterCard[®] or Visa[®] branded credit and debit cards. All deposits are subject to your facility guidelines, so you control how much money can be deposited per person, per day, per month- the service is configured to conform to your facility rules. Depending on your system configuration, deposits may be available for use in as little as five minutes.

- c) Applications/functions for potential future implementation (if elected by DOC, these items will be added to the contract through the change control process), including, but not limited to:
- Submit Offender Grievances (complaint routing)
 - Ability to Translate Information to/from other languages
 - Enable Video Visitation
 - Enable Offender scheduling (e.g. medical appointments)

 **Response:** GTL understands and complies.

GTL is a correctional technology, infrastructure and consumer payment applications provider that understands the importance of broadening the PA DOC's communications capabilities and the need to find creative ways to cut costs. With input from correctional professionals and strategic partners, we've gathered technologies and services that would benefit the PA DOC.

As the largest provider of inmate communications products in the nation, GTL's experience, infrastructure, partners and economies of scale provide PA DOC with unique opportunities in regards to special value added features. To summarize, we've



provided information below which shows the availability of the applications and functions that the PA DOC may require in the future.

- **Submit Offender Grievances (complaint routing)**

GTL's proposal includes the implementation of our Report and Grievances module on day 1 of our implementation. The Requests and Grievances application allows offenders to make requests using electronic forms. PA DOC Staff views the request and logs any actions taken, and offenders track the progress of the request through the application. The nature of requests can be customized to meet the facility's requirements.

- **Ability to Translate Information to/from other languages**

Both the offender interface on the kiosk system and the interface on Message2you public website have multi-lingual capability. All users have a default language stored in their user profile. This determines which language they see when using the system. Each screen presented to the user consists of a collection of buttons, labels, titles and descriptions. These are defined in the language resource files. To add a new language to the system a new resource file is created and this is populated with an entry for each of the text items defined in the resource file. It is recommended that this process is done by an expert translator to avoid errors.

The staff interface for Message2you can display translated messages at the press of a button, however this translation is performed using machine based translation therefore, it cannot be guaranteed or warranted to be 100% accurate. In addition the Platform also supports multi language.

- **Enable Video Visitation**

The design and architecture of the Platform enables the PA DOC to run multiple offender-use applications through a single interface and communication hub. The Commonwealth will have the ability to seamlessly enable a GTL Video Visitation solution at a later date.

- **Enable Offender scheduling (e.g. medical appointments)**

GTL can offer the ability for offenders to make requests for appointments (i.e. to make a medical appointment or visitation request). This service can be handled through our Grievance & Request application. This allows offenders to make requests using electronic forms on the kiosk. Staff can view these requests and respond to them. The system logs any action taken. Offenders can track the progress of the request through the system. The specific format of requests can be customized to meet the facility's requirements.



- d) The Kiosk system applications shall include an administrative component for Commonwealth users that supports:
- Catalog refresh/interface
 - Facility Services Items (e.g. facility tickets, phone time)
 - General maintenance i.e. customization, security, kiosk menus

 **Response:** GTL understands and complies.

Systems maintenance of all Direct2inmate applications is carried out using the platform. The open design and architecture enables the DOC to run multiple offender use applications through a single interface and communication hub. This means that all applications may be added and maintained from a central location. With the flexible Platform staff can easily and inexpensively add more applications or new ones.

The Platform enables staff to set up one user account for all offenders and staff regardless of the number of applications run on the platform. Privilege access rules are managed centrally through one system to make every offender experience customizable. This means that various offender functions can be turned on or off for offenders based upon PADOCC needs and policies.

With system security in mind offenders can only go where you want them to go:

- Single Log on - Staff and offenders have only one log on no matter how many or whose applications run on the Platform.
- Secure Log on - A variety of unique offender identification methods can be employed for user log on including ID and password, PIN numbers, RFID tags or biometric identification.
- No Access to the Internet - The tamper proof Platform ensures offenders never have access to the internet since it sits on a secure internal network within the prison. Offenders can never get into other offenders accounts and they can never view information that could compromise staff or offender safety or contribute to crime on the outside.
- Lock Down - You have total control over the devices and applications running on the Platform. You can lock them down any time you need to either by individual offender or by all devices.

Administrative Interface – Catalog Interface (Media4you)

The management and administration of Media4you is carried out through the Core Platform. Through this administrative interface, staff can update the music catalog from



the content provider, approve digital content and manage the music library to determine what offenders can buy from the digital media shop.

Once a catalog has been downloaded from the content provider, staff can approve the content. Additional information on the track/album is available. The system automatically identifies content which is marked by the content providers as containing explicit lyrics. However staff can decide not to approve any titles they deem inappropriate. Options are available to update media catalogs from content provider(s). This can be updated manually or a schedule defined to automatically update i.e. recur every “x” days at a certain time.

Administrative Interface – Catalog Interface (Commissary)

The management all offender transactions and commissary inventory is carried out through the Core Platform. Through this administrative interface, staff can update the product catalog and define each category description, group items into categories and assign to offender group(s). Within each category staff can define product items, along with product description, image and pricing. From the interface staff can collate orders by product and offender which is then used to produce printed labels and assemble orders for delivery.

The commissary application keeps track of stock levels enabling full product inventory to be determined when required and creating automatic re-orders when minimum stock levels are reached, without affecting the offender order process.

Administrative Interface – Facility Tickets

Using the Commissary administrative interface commissary staff can easily set up facility ticket items such as ice cream and newspapers. Staff can set up a price, a description and picture of the item. Once the item has been set up on the administrative interface offenders can view and purchase the item ticket. The offender orders are received by the local administrative interface; from here staff can process the ticket request and print out the ticket. The ticket will include details of the item, the offender who purchased the ticket and the value paid by the offender. These tickets are then distributed to the appropriate offender to redeem at the commissary. The administrative interface allows staff to report on facility ticket details, such as: Type of ticket available and sales of each ticket per offender/time/locations.

- e) When developing the work plan, the selected Offeror’s initial priority shall be provision of MP3/media players and implementation of the kiosk application for M3/media player functionality. The selected Offeror shall build all functionality



in support of the Kiosk applications; however, Commissary functionality shall be implemented at the discretion of the DOC.

 **Response:** GTL understands and complies.

GTL will develop the work plan in three phases:

Phase 1 – Installation at SCI Mahonoy: We propose to implement Message2you, Media4you and facility services within phase 1 at SCI Mahonoy. This implementation will include the provision of kiosk hardware. This will allow offenders to receive and send emails and purchase music.

Phase 2 – Rollout (per site): On completion of phase 1, and at the DOC requirement we will install Message2you, Media4you and facility services at DOC chosen sites.

Phase 3: Following successful bedding down period and at the discretion of the DOC the Commissary functionality will be implemented at DOC chosen sites.

Please see Gantt chart in Section II-3 for further details

D. Infrastructure:

The selected Offeror shall host the kiosk application at Offeror's site and shall be responsible for all support and maintenance. The selected Offeror shall provide and own the network infrastructure. The selected Offeror shall provide all networks and associated infrastructure required for kiosk connectivity and operation. DOC will provide electrical connectivity for kiosks. All internal wiring must be provided by Offeror. All network and infrastructure must comply with Commonwealth and IT security requirements.

 **Response:** GTL understands and complies.

As the selected Offeror, following contract award, GTL understands it is responsible for providing the following:

- GTL will host the kiosk application at a GTL site
- GTL will be responsible for all support and maintenance for this project
- GTL will provide and own the infrastructure required to provide kiosk connectivity and operation
- GTL will provide all non-electrical wiring



GTL understands that the infrastructure must comply with the Commonwealth's and IT security requirements.

E. Hosting and Integration:

The selected Offeror shall host offender, public facing and administrative kiosk applications and shall provide for integration with the Commonwealth's SAP solution and other DOC systems as required to support kiosk applications.

 **Response:** GTL understands and complies.

The GTL kiosk has the unique ability to integrate with many of your existing systems. The integration that the Pennsylvania Department of Corrections is seeking for Kiosks will be delivered with ease, efficiency and with a superior design approach. GTL makes this bold statement based on the fact that as the largest Corrections Technology provider in the Country, GTL has more experience in regards to integration than all other technology providers combined. GTL's software engineers for the past two decades have been interfacing with numerous open and proprietary systems utilizing varying methodologies. These methodologies include, but are not limited to:

- Web service calls
- XML transfers
- Native Direct Database Access
- ODBC Access
- Batch Exports
- Application Program Interfaces (APIs)
- Shared File Transfers
- FTP Transfers
- Watch Dog Applications

GTL will work diligently with the Department in establishing a preferred methodology for each interface.

This can eliminate duplication and reduce data entry errors, which saves time and money. GTL will work with all parties to develop the mechanisms necessary to integrate your system with the GTL kiosk.

All applications will be hosted in GTL data centers and will integrate with the DOC's SAP solution and any other DOC systems required. To date, GTL has completed numerous banking integration projects throughout the United States. GTL data facilities provide a highly resilient, highly available, redundant network capable of handling all of



GTL's Kiosk application and management requirements. GTL's data center is lightning and surge-protected and has UPS and back-up power generators capable of running the system indefinitely.

The kiosk application is designed to scale linearly with the addition of hardware. The software will support load balancing by either hardware or software-based load balancer. If the need arises for more processing power a new server (or virtual server) can be created and deployed with no interference to the current kiosk servers. Once the new server is available it can simply be added to the environment via a configuration change kiosk servers.

Additionally, as the Inmate Telephone provider for the DOC, GTL has proven interface experience with the Commonwealth.

F. Project Management:

The selected Offeror shall provide project management services throughout the planning, testing, and implementation/installation of the kiosks and kiosk applications. The Project Manager shall manage all Contractor personnel and activities. Project management shall provide services to manage processes and tasks to include, at a minimum, communication management, risk management, issue management, and change management. Project management services include the development and maintenance of deliverables as specified in Section IV-5.0, Project Reports and Controls.

 **Response:** GTL understands and complies.

As the selected Offeror, GTL will provide project management services throughout the planning, testing, and installation and implementation of the required kiosks and kiosk applications. The Project Manager will manage all GTL project personnel and activities. Management services include, but are not limited to: communication management, risk management, issue management, change management, and the development and maintenance of all required deliverables. Following contract award, GTL will meet with PA DOC staff to review, validate, and further define all requirements prior to solution design and configuration. When sufficient detail and mutual understanding are assured, we will prepare or finalized project reporting and control documentation.

GTL uses an adaptation of the five-step **ISO 9001** certified project management methodology, which incorporates the best practices recommended by **CMMI Level 4**. PMI PMBOK is set as the project management framework.

The five phases of this methodology are as follows:

- **Initiation** outlines the goals of the project and identifies how each goal and objective will be met, typically through the use of a project “roadmap”. This occurs immediately after the contract is awarded.
- **Planning** is the most important phase in project management. It establishes business and technical requirements, verifies bid cost, defines work organization and schedule and obtains management approval.
- **Execution** applies project resources to the project. Execution includes executing the project plan, maintaining the project schedule, managing project scope changes, and managing project issues.
- **Control** involves comparing actual performance with planned performance and taking corrective action to yield the desired outcome when significant differences exist. It includes periodic status report preparation and status meetings.
- **Closeout** is performed once all defined project objectives have been met and the facility has accepted the project’s product; lessons learned; project record archiving. At this point the official project sign-off takes place and a Go-Live is determined.

Once the contract is awarded, staff from five areas of support will be assigned responsibility for your specific location to insure success.

- **Project Manager** – The Project Manager is responsible to schedule and co-ordinate all the tasks involved and will serve as the central point of contact throughout the project.
- **Implementation Specialists** – The Implementation Specialist is responsible for configuring the software and hardware needed to support the implementation. The Implementation Specialist also works closely with the facility’s Information Technology staff to ensure all supplied software and hardware integrates seamlessly with the existing technology infrastructure.
- **Data Conversion Analysts** – The Data Conversion Analyst works with the Implementation Team at the facility to import data from existing systems into the GTL applications.
- **Software Trainers** – The Software Trainer is responsible for the creation and delivery of training to designated individuals within the facility.





- **Support Specialists** – Once the initial installation is complete, Support Specialists offer additional support via phone to document, diagnose, and resolve any software issues that might occur.

We provide these Professional Project Management services to insure the successful implementation of every installation of our product suite. Working in partnership with PA DOC's designated contacts provides a smooth transition to the new system.

G. Funds

The selected Offeror shall guarantee all funds collected through public utilization of the Offeror's solution.

 **Response:** GTL understands and complies.

GTL guarantees all funds collected through the public's utilization of our proposed solution. GTL assumes liability for any and all fraudulent transactions accepted through the kiosks including, but not limited to counterfeit bills and credit card charge backs.

H. Rebate

The Offeror shall provide a rebate as a percentage of all offender/public application transaction fees to the DOC on a monthly basis.

 **Response:** GTL understands and complies.

Please refer to GTL's Cost Proposal.

I. Confidentiality

The selected Offeror shall agree to keep all information about inmates confidential and to make no disclosure to any third party, except as required by law. The selected Offeror must give the DOC prior notice to any required disclosure.

 **Response:** GTL understands and complies.

GTL agrees to keep all information about inmates confidential and to make no disclosure to any third party, except as required by law. GTL will give the PA DOC prior notice to any required disclosure.

In performing its obligations under the Contract, the selected Offeror may gain access to information of the inmates, including confidential information. The selected Offeror shall not use information developed or obtained during the performance of, or acquired or



developed by reason of the Contract, except as is directly connected to and necessary for the Offerors performance under the Contract.

GTL Response: GTL understands and complies.

GTL will not use any confidential information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for GTL performance under the Contract.

The selected Offeror agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate that becomes available to the Offeror in connection with its performance under the Contract.

GTL Response: GTL understands and complies.

GTL will maintain confidentiality of and protection from unauthorized use, disclosure, publication, reproduction and all information of the inmate that becomes available to GTL in connection with our performance under the Contract.

In the event of unauthorized use or disclosure of the inmate's information, the selected Offeror shall immediately notify PA DOC.

GTL Response: GTL understands and complies.

GTL will immediately notify PA DOC in the event of unauthorized use or disclosure of inmate's information.

J. Security

- Upon approval of the contract and prior to the start of work, each of the staff assigned by the contractor and/or subcontractor to this project will be required to pass background checks for entry into any/all PA DOC institutions and facilities in accordance with DOC policies.

GTL Response: GTL understands and complies.

All GTL staff and subcontractor staff will undergo the PA DOC background check before entering the institutions and facilities.

- The selected Offeror **MUST** provide a listing of all staff, including subcontractors, who will require access to PA DOC facilities prior to the start



of work and notify PA DOC of any new staff or subcontractors who require access. ALL are subject to clearance and background checks prior to entering any PA DOC facility in accordance with DOC policies.

 **Response:** GTL understands and complies.

GTL will provide a list of staff and subcontractors who will require access to PA DOC facilities prior to the start of work. GTL will notify PA DOC of any new staff or subcontractors who require access.

- All employees of the selected Offeror entering prison grounds must adhere to all PA DOC Security Regulations.

 **Response:** GTL understands and complies.

All GTL employees and subcontractors will adhere to all PA DOC Security Regulations.

- All persons carrying tools and/or equipment MUST fill out a Tool Inventory List and Tool Accountability Form PRIOR to entry into the prison(s). All items entering prison grounds are subject to search and inspection.

 **Response:** GTL understands and complies.

Employees carrying tools and/or equipment will fill out a Tool Inventory List and Tool Accountability form prior to entry in the prison.

- Prior to commencement of work, the selected offeror shall ensure that:
 - Arrangements have been made for any disposal of waste materials per Scope of Work;
 - All tools, equipment and materials are on hand; and
 - Any applicable worker training has been completed and documentation provided.

 **Response:** GTL understands and complies.

Prior to commencement of work, GTL will ensure that arrangements have been made for any disposal of waste materials per Scope of Work; all tools, equipment and



materials are on hand; and any applicable worker training has been completed and documentation provided.

K. Employee Background Clearance Requirements

Upon contract award, and at least **ten (10)** days prior to beginning work, the selected offeror shall submit a completed Centralized Clearance Check Information Request form for ALL employees and subcontractors who will be working on this project (unless previously cleared for the Site Visit). The forms are available from the contract administrator or designee.

Note: No personnel entering the correctional facilities may be ex-felons.

 **Response:** GTL understands and complies.

GTL will provide the required forms upon contract award.

L. Requirements Matrix

The Offeror shall meet all business, technical, security, reporting and interface requirements as set out in **Appendix G, Requirements Matrix.**

 **Response:** GTL understands and complies.

Please refer to GTL's completed Appendix G.

IV-4. Tasks and Deliverables

1. Requirements Validation Task

The selected Offeror shall meet with DOC staff to review, validate, and further define all requirements to ensure there is sufficient detail and mutual understanding with the DOC prior to solution design/configuration. Business, technical, security, interface and reporting requirements are set forth in **Appendix G, Requirements Matrix.**

 **Response:** GTL understands and complies.

In the planning stages of our implementation, GTL will meet with the PA DOC to define all requirements to ensure that there is sufficient detail and understanding with the PA DOC.



Deliverables

- System Requirements Specification Document (SRS)- The selected Offeror shall provide a document that describes the business process the kiosk application will provide as well as capture the system requirements to support the business process and its associated activities and tasks. The system requirements shall be described using use case methodology. In addition to the functional requirements, the document shall also capture the various non-functional, interface and reporting requirements of the business process.
- Requirements Traceability Matrix – The Offeror shall provide a detailed design traceability matrix that includes all requirements. This document shall be used to verify that all system requirements are mapped to system component designs (forward trace). It will also be used to identify the source of requirements from a design perspective (backward trace). The matrix shall allow tracing of configuration items other than software that satisfies the requirements such as capabilities, design elements, manual operations, and tests. The matrix shall also show the traceability of the detailed requirements contained in the detailed design deliverable.
- The detailed design to test script traceability matrix shall be used to verify that all system designs are mapped to test scripts (forward trace). It shall also be used to determine the source of requirements from a test script and design perspective (backward trace). This matrix shall show the traceability of the detailed design deliverable content to the test scripts.

 **Response:** GTL understands and complies.

As the selected Offeror, following contract award, GTL will meet with PA DOC staff to review, validate, and further define all requirements prior to solution design and configuration. When sufficient detail and mutual understanding are assured, we will prepare and deliver to DOC the requirements validation documentation required, including:

- System Requirements Specification Document
- Requirements Traceability Matrix
- Test Script Traceability Matrix

Being a leading provider of advanced technologies to State Departments of Corrections across the nation, GTL has significant experience creating these types of deliverables to specifically meet project requirements. By way of example, we have included with our proposal similar documentation created recently for other major projects, Please see ***Example Requirements Validation Documentation below.***



EXAMPLE: Requirements Traceability Matrix

FUNCTIONAL REQUIREMENTS - EXAMPLE: Bonds Management Process		
ID	REQUIREMENT TITLE	STATUS
1.0	Provide a means to effectively manage professional bonding companies	
1.1	Maintain a listing of authorized bonding companies and related information	Existing Functionality
1.1.1	Record relevant data such as company name, owner, point of contact, telephone number, address, photograph, etc.	Design
1.1.1.1	Include ability to scan and associate background data relative to each company	Design
1.1.2	Cash and security deposit information	Design
1.1.2.1	Financial institution	Design
1.1.2.2	Escrow Balance	Design
1.1.2.3	Transaction History	Design
1.1.2.4	Interest information	Design
1.1.3	History of suspense and other administrative actions	Design
1.1.4	Data pertaining to authorized bonding agents	Design
1.1.4.1	Name and demographic information; including photograph	Design
1.1.4.2	Commencement and termination dates	Design
1.1.5	Data pertaining to the bail recovery agents	Design
1.1.5.1	Name and demographic information; including photograph	Design
1.1.5.2	Commencement and termination dates	Design
1.2	Maintain current bonding capacity based upon escrow balance and outstanding bonds	Design



EXAMPLE: System Requirements Specification Document

Example System: Offender Management System

Example Module Referenced: Bond Administration – Bond Agencies

Scenario Title: **Changes To: Bond Administration - Bond Agencies ([Functional Requirement 1.0](#))**

Pre Conditions: *The user has logged in to the OMS and selected Bond Administration from the Settings menu. The user has chosen to either Add a new Bond Agency or Edit an existing Bond Agency record.*

Execution Path & User Interface:

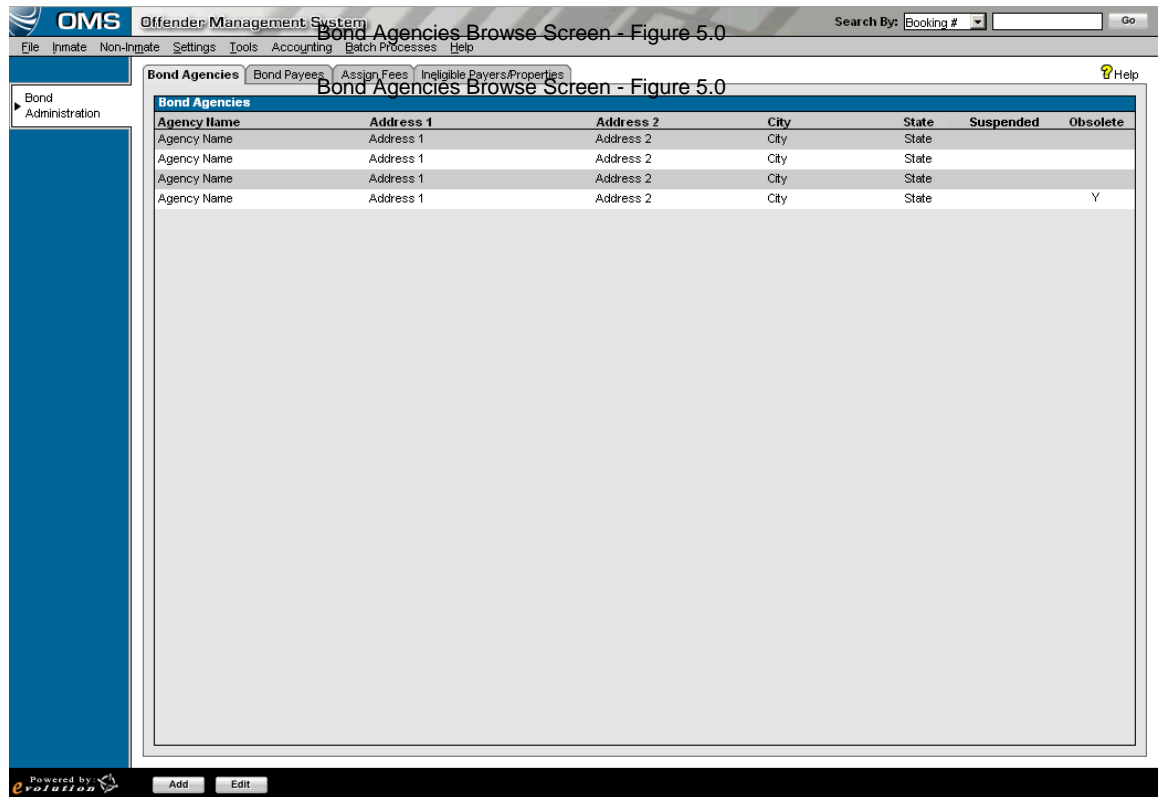
1. The user views a list of all active and obsolete bond agencies. The user clicks the Add button to create a new agency record. ([Functional Requirement 1.1](#))
2. The user view/attaches scanned documents to the Bond Agency's record via the File Attachments Icon. ([Functional Requirement 1.1.1.1](#))
3. The user enters the Agency's Owner Name. ([Functional Requirement 1.1.1](#))
4. The user enters another Point of Contact. ([Functional Requirement 1.1.1](#))
5. The user enters a Phone Number and Extension. ([Functional Requirement 1.1.1](#))
6. The user clicks the Magnifying Icon to view the Bonding Capacity Popup (Figure 5.1). ([Functional Requirement 1.2](#))
7. The Bonding Capacity Popup contains read-only information. The Power Number field shows the maximum amount of money the Agency has been approved to post toward all bonds. This number is populated from the Power Number field in the Bond Agency Information groupbox (Figure 5.0).
8. The Total Outstanding Bonds field shows the sum of all un-reconciled bonds for the Agency per the Outstanding Bonds recorded in the [Bond Management - Bond Reconciliation](#) module. Changes made in the [Bond Management - Bond Reconciliation](#) module are reflected in this field.
9. The Bonding Capacity field shows the current amount of money the Agency has available to post toward all new bonds. This number is calculated by subtracting the Total Outstanding Bonds from the Power Number. ([Functional Requirement 1.2](#))
10. The user clicks the Print button to print an Agency Bonding Capacity report.
11. The user clicks the Ok button to close the Bonding Capacity Popup.



12. The user enters a Financial Institution. ([Functional Requirement 1.1.2.1](#))
13. The user enters an Escrow Balance. ([Functional Requirement 1.1.2.1](#))
14. The user enters a Transaction History. ([Functional Requirement 1.1.2.1](#))
15. The user enters an Interest Information. ([Functional Requirement 1.1.2.1](#))
16. The user clicks the Suspension button to suspend the selected Bonding Agency's ability to post bonds or view a suspension history for the Agency. This causes the Bond Agency Suspension Popup to appear (Figure 5.2). ([Functional Requirement 1.1.3](#))
17. The user clicks the Add button to add a new suspension record to the Bond Agency.
18. The user enters a Start Date for the suspension. The Start Date defaults to the current Date/Time but the user may adjust the value if necessary.
19. The user enters a Reason for the suspension.
20. The user clicks the Save button to save all information entered in the Suspension Information groupbox and close the popup. The read-only Suspended checkbox (Step 26) is checked when the Agency has an active suspension.
21. A history of all suspensions for a Bond Agency is recorded in the browse list. Selecting a row in the browse populates the information in the fields below.
22. The user selects/enters an End Date for the suspension.
23. The user clicks the Save button to save all changes and close the popup. The read-only Suspended checkbox (Step 26) is unchecked when a suspension has ended.
24. The user selects a row in the browse and clicks the Delete button to remove the suspension record.
25. The user clicks the Print button to print an Agency Suspension History report.
26. The user clicks the Save button to save all changes and close the popup.
27. The Suspended checkbox is read-only. When an active suspension exists for an Agency, this checkbox is marked. When the suspension ends, the checkbox is unmarked. Suspended Agencies do not appear in the Agency Name dropdown in the [Bond Payment - Agency Popup](#).
28. The user clicks the Add button to add a new row to the Authorized Agents groupbox. ([Functional Requirement 1.1.4](#))
29. The user enters the Agent's Name and other demographic information. ([Functional Requirement 1.1.4.1](#))



30. The user enters the Agent's Dates of Employment. Only Active Agents (those without an End Date) appear in the Agent Name dropdown in the [Bond Payment - Agency Popup](#). ([Functional Requirement 1.1.4.2](#))
31. The user clicks the Camera Icon to attach an image of the Agent to the record. ([Functional Requirement 1.1.4.1](#))
32. The user clicks the Add button to add a new row to the Authorized Recovery Agents groupbox. ([Functional Requirement 1.1.5](#))
33. The user enters the Recovery Agent's Name and other demographic information. ([Functional Requirement 1.1.5.1](#))
34. The user enters the Recovery Agent's Dates of Employment. ([Functional Requirement 1.1.5.2](#))
35. The user clicks the Camera Icon to attach an image of the Recovery Agent to the record. ([Functional Requirement 1.1.5.1](#))
36. The user clicks the Save button to save all information on the screen.





Bond Agencies Full Screen - Figure 5.0

The screenshot shows the OMS (Offender Management System) interface for Bond Agencies. The window title is "OMS Offender Management System" and it includes a search bar for "Booking #". The main content area is divided into three sections: "Bond Agency Information", "Authorized Agents", and "Authorized Bail Recovery Agents".

Bond Agency Information: This section contains various input fields for Agency ID, Agency Name, Owner, Address 1, Address 2, City, State, Zip, Point of Contact, Phone Number, Power Number, Jail Location (set to MAIN), Financial Institution, Escrow Balance, Transaction History, Interest Information, and checkboxes for Obsolete and Suspended.

Authorized Agents: This is a table with columns for First Name, Last Name, Title, Phone, Ext., Start Date, End Date, and Photo. It contains two rows of data.

Authorized Bail Recovery Agents: This is another table with the same columns as the Authorized Agents table, also containing two rows of data.

At the bottom of the screen, there are buttons for "Suspension", "Save", and "Cancel". The interface is powered by eVision.

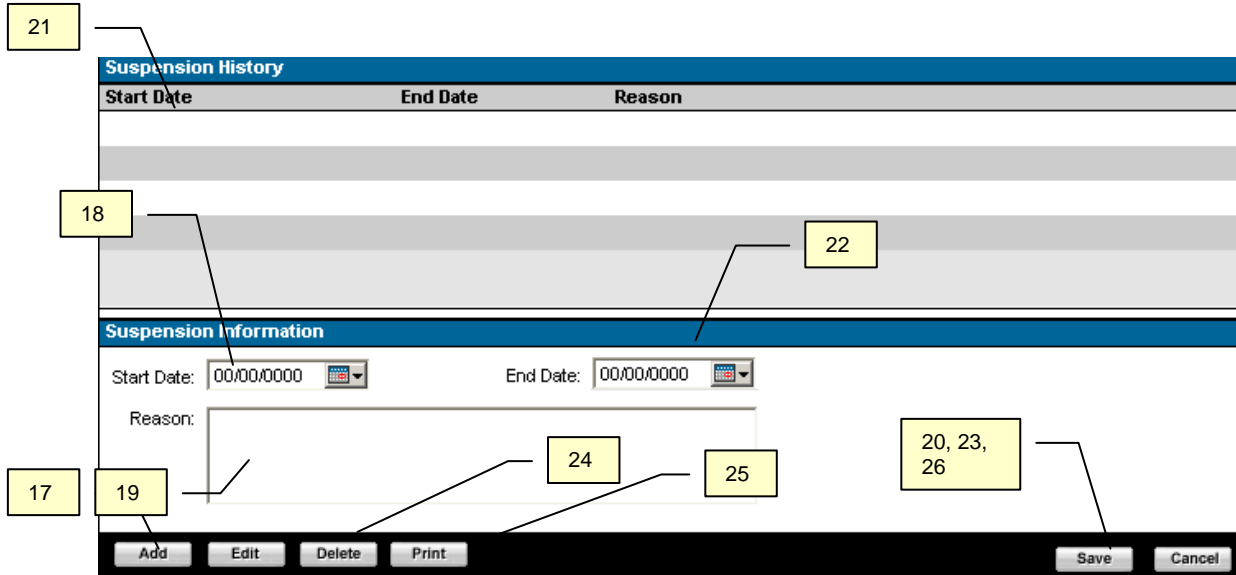
Bonding Capacity Popup (read only) Figure 5.1

The screenshot shows a "Bonding Capacity" popup dialog box. It displays three key values:

- Power Number: \$1,000,000.00
- Total Outstanding Bonds: \$597,000.00
- Bonding Capacity: \$403,000.00

At the bottom of the dialog, there are "Print" and "OK" buttons.

Bonding Agency Suspension Popup – figure 5.2



GTL DSI-ITI, LLC

Reviewed by: _____ Date _____

I have read/reviewed the specification above and accept the design as meeting our requirements for this modification.

Customer

Reviewed by: _____ Date _____

EXAMPLE Test Script Traceability Matrix

EXAMPLE Application:

OMS

Module(s):

Settings > Bond Administration

Req ID/Title:

1.0 Provide a means to effectively manage professional bonding companies

Req ID	Title	Pass/Fail/Not Executed
1.1	Maintain a listing of authorized bonding companies and related information	
	Verify Settings > Bond Administration screen exists Execute security administration test for Settings > Bond Administration screen	
1.1.1	Record relevant data such as company name, owner, point of contact, telephone number, address, photograph, etc.	



	<p>Verify the following fields exist in the Bond Agency Information group box:</p> <p style="text-align: center;">Agency ID Agency Name Owner Address 1 Address 2 City State Zip Point of Contact Phone Number Ext</p> <p>Execute data entry test for each field based on field type</p>	
1.1.1.1	Include ability to scan and associate background data relative to each company	
	<p>Verify File Attachment icon exists Attach a scanned agency background document to a Bond Agency record</p>	
1.1.2	Cash and security deposit information	
<p>1.1.2.1 1.1.2.2 1.1.2.3 1.1.2.4</p>	<p>Verify the following fields exist in the Bond Agency Information group box:</p> <p style="text-align: center;">Financial Institution Escrow Balance Transaction History Interest Information</p> <p>Execute data entry test for each field based on field type</p>	
1.1.3	History of suspense and other administrative actions	
	<p>Verify Suspension button exists (to open Bond Agency Suspension Popup) Execute security administration test for Suspension button Add, modify and end a suspension in Bond Agency Suspension Popup</p>	
1.1.4	Data pertaining to authorized bonding agents	
1.1.4.1	<p>Name and demographic information; including photograph</p> <p style="text-align: center;">Verify the following fields exist in the Authorized Agents group box:</p> <p style="text-align: center;">First Name Last Name Title Phone Ext</p> <p>Execute data entry test for each field based on field type</p>	



1.1.4.2	<p>Commencement and termination dates</p> <p>Verify Photo icon exists for each authorized bonding agent Import photo</p> <p>Verify the following fields exist in the Authorized Agents group box:</p> <p style="padding-left: 40px;">Start Date End Date</p> <p>Execute data entry test for each field based on field type</p>	
1.1.5	Data pertaining to the bail recovery agents	
1.1.5.1	<p>Name and demographic information; including photograph</p> <p>Verify the following fields exist in the Authorized Bail Recovery Agents group box:</p> <p style="padding-left: 40px;">First Name Last Name Title Phone Ext</p> <p>Execute data entry test for each field based on field type Verify Photo icon exists for each authorized bail recovery agent Import photo</p>	
1.1.5.2	<p>Commencement and termination dates</p> <p>Verify the following fields exist in the Authorized Bail Recovery Agents group box:</p> <p style="padding-left: 40px;">Start Date End Date</p> <p>Execute data entry test for each field based on field type</p>	
1.2	Maintain current bonding capacity based upon escrow balance and outstanding bonds	
	<p>Verify magnifying glass icon exists for Power Number field (to open Bonding Capacity Popup) Verify changes on Tools > Bond Payment Management screen are reflected on Bonding Capacity Popup</p>	



2. Solution Design Task

The selected Offeror will define how the system will be constructed in the implementation phase. The physical design (hardware, network, etc.) of the solution shall be defined as well as the application architecture. The application architecture shall describe the various design components and interactions that will be required to perform the use cases. The database design and user interface design models shall also created during this activity.

Solution Design Deliverables:

The selected Offeror shall provide the following documents in sufficient detail to allow the DOC to evaluate effectiveness of the proposed solution and compliance with Commonwealth policy, procedures and security requirements.

- **Application Architecture Document-** The selected Offeror shall describe all aspects of the kiosk application architecture including software/database requirements and version/release levels, description of all components and their relationships, description of all interfaces, including external interface requirements and user interface standards, reports, the data model and a data dictionary. The document shall also include a description of all configurable elements, backup/recovery processes, and troubleshooting and monitoring functions.
- **Network Architecture Document -** The selected Offeror shall describe, in detail, the network architecture and infrastructure for the proposed solution. Variations by institution/location shall be clearly documented. All hardware, software, and configuration information required for network operations shall be detailed.
- **Security Architecture Document –** The selected Offeror shall describe the architecture used to implement all security requirements for the proposed solution including network, device, application, user roles, user authentication/identification and access.

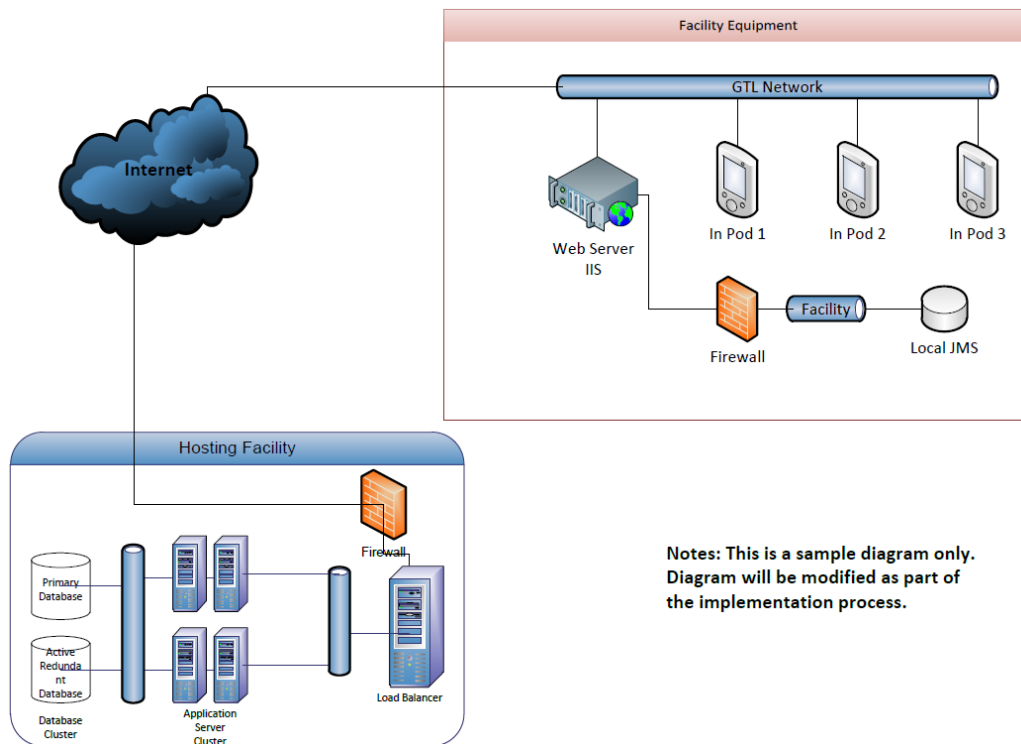
 **Response:** GTL understands and complies.

As the selected Offeror, GTL will deliver to DOC the required Solution Design documentation in a timely manner and ensure sufficient detail to allow DOC to evaluate the effectiveness of our proposed solution and verify its compliance with Commonwealth policy, procedures, and security requirements. Our Solution Design documentation will include the following:

- Application Architecture Document
- Network Architecture Document
- Security Architecture Document

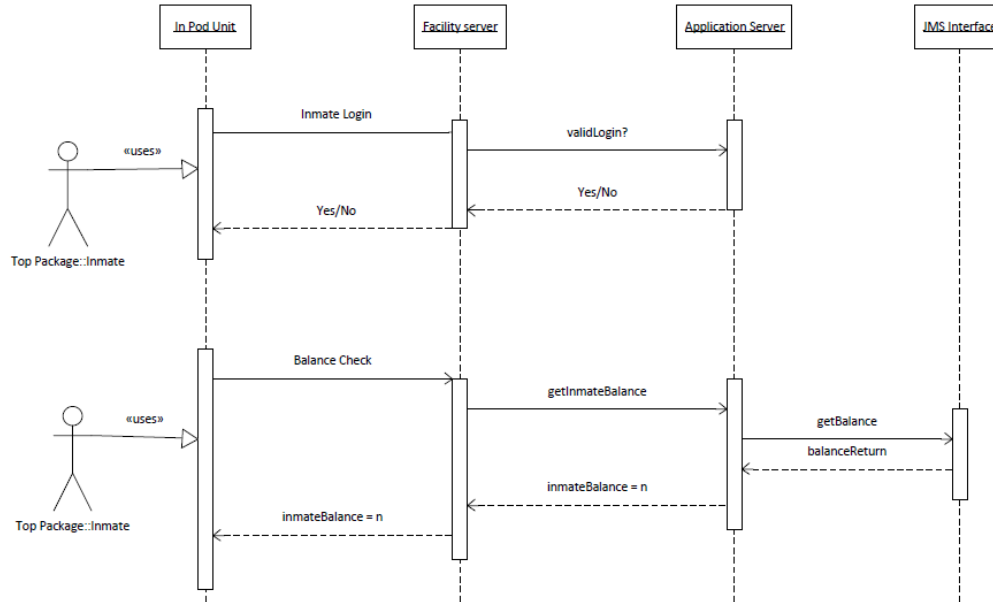
Each of these documents will be designed to meet and reflect DOC requirements. Creating and providing solution design documentation is a standard GTL project management practice. By way of example, we have included with our proposal similar documentation created recently for other major projects. Please see **Example Solution Design Documentation below.**

Example In-Pod Kiosk Network Diagram



Notes: This is a sample diagram only. Diagram will be modified as part of the implementation process.

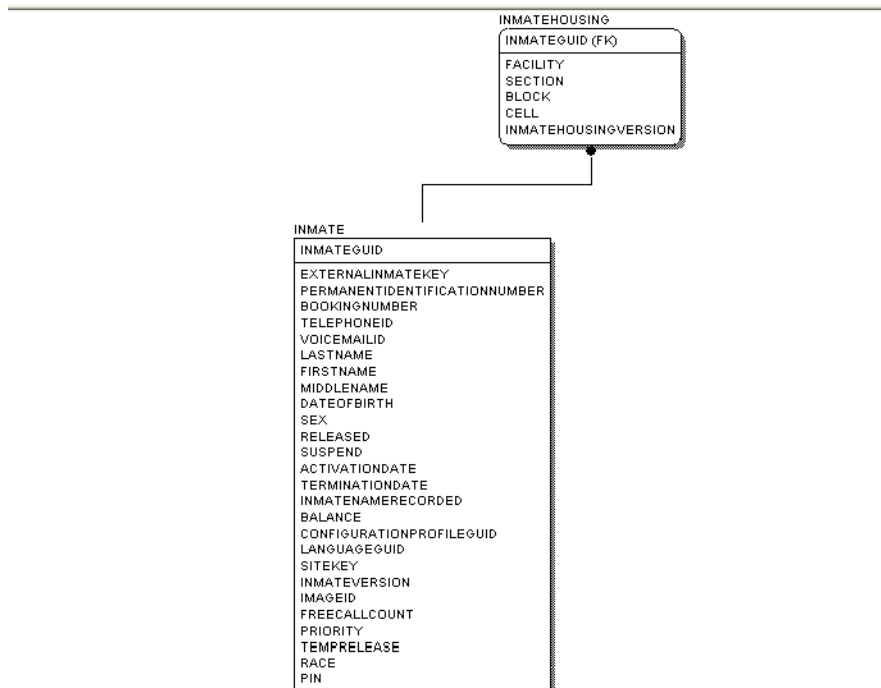
Example In-Pod Kiosk Sequence



Sample Data Model Document

As part of the implementation process, GTL will document the database definitions for the Commonwealth and provide the following information.

Sample Entity Relationship diagram





Sample Data Dictionary

Column	Column Description	Version	Data Type	Column Length	Primary Key
BRM_EVENT_WORKFLOW - brmEventWorkFlow					
TASK_NAME	Task Name	3.6	VARCHAR2	35	No
BUILD - BUILD					
ID	Build Code ID	3.6	VARCHAR2	20	Yes
JLOCAT	Current Jail Location	3.6	CHAR	10	Yes
EXTDESC	Build Code Description	3.6	VARCHAR2	35	No
OBSOLETE	Is the Build Code Obsolete Y(es) or N(o)	3.6	CHAR	1	No
BUILDING -					
BUILDING_ID	Building ID	3.6	VARCHAR2	15	Yes
JLOCAT	Location	3.6	CHAR	10	Yes
EXTDESC	Description	3.6	VARCHAR2	35	No
ID_HOSTNAME	Terminal ID	3.6	VARCHAR2	65	No
OBSOLETE	Obsolete Flag	3.6	CHAR	1	No
CASE_ARREST - Case Arrest Table					

3. Implementation of Architecture (Network) Task

The selected Offeror shall develop a WAN/LAN solution for implementing networks that support all Kiosk operations. That solution shall contain all necessary infrastructures, hardware, and software required to support network operations in accordance with Commonwealth and DOC technical and security requirements and with established Service Level Agreements. The Offeror shall be responsible for design, installation, operation and support of all Kiosk networks. Installation and support of all networks within institutions must be coordinated by the Offeror with each institution.

Implementation of Architecture (Network) Deliverables:

- Detailed network architecture diagram(s)/map(s).
- Network Hardware and Software Configuration (updated through Change Management)
- Institution Specific Site Survey
- Institution Specific Installation Plan(s)
- Network/Kiosk Security Plan

 **Response:** GTL understands and complies.

As the selected Offeror, GTL will develop a WAN/LAN solution for implementing networks that support all Kiosk operations. Our solution will contain all necessary infrastructures, hardware, and software required to support network operations in



accordance with Commonwealth and DOC technical and security requirements and with established Service Level Agreements.

GTL will be fully responsible for design, installation, operation and support of all Kiosk networks. We will coordinate the installation and support of all networks with each institution and we will deliver to DOC the following Implementation of Network Architecture documentation:

- Detailed network architecture diagrams/maps
- Network Hardware and Software Configuration, which will be updated as needed through the Change Management process.
- Institution Specific Site Survey
- Institution Specific Installation Plan(s)
- Network/Kiosk Security Plan

GTL is adept at documenting the unique architecture and implementation of our WAN/LAN solutions for state clients and individual institutions.

4. Development and Configuration Task

The selected Offeror shall develop and/or configure the kiosk and associated applications specific to DOC requirements. The Offeror shall conduct testing and quality assurance validation during this activity.

A. Development and Configuration Deliverables:

- Kiosk and associated applications
Weekly Development/Test/QA Reports – shall contain the following information:
 - a. Overview of the weekly development and testing progress. Development progress will be reported in the form of percentage completion for each module. Progress of Testing will be reported in the form of number of test scripts executed for each module against the planned number of test scripts.
 - b. Summarization of accomplishments during the past week - This section will provide the list of number of components (screens/batch/report etc.), successfully tested during the reporting week.
 - c. Planned activities for development and testing - This section will provide information pertaining to the components that planned to



be developed in the following week grouped by each functional module.

- d. Weekly defect report - summary of defect statistics to include:
 - i. Number of defects raised within each functional area
 - ii. Number of defects closed and retested
 - iii. Number of defects re-opened
 - iv. Number of defects not closed – this number should be zero after successfully completing the development/testing/QA phase.

 **Response:** GTL understands and complies.

As the selected Offeror will develop and/or configure the kiosk and associated applications specific to DOC requirements. During development and configuration, GTL will conduct testing and quality assurance validation which will be recorded and reported to DOC in weekly reports.

The **Weekly Development/Test/QA Report** will be configured to contain all of the DOC-required information, including:

- a. **Overview of the weekly development and testing progress.** Development progress will be reported in the form of percentage completion for each module. Progress of Testing will be reported in the form of number of test scripts executed for each module against the planned number of test scripts.
- b. **Summarization of accomplishments during the past week** - This section will provide the list of number of components (screens/batch/report etc.), successfully tested during the reporting week.
- c. **Planned activities for development and testing** - This section will provide information pertaining to the components that are planned for development in the following week grouped by each functional module.
- d. **Weekly defect report** – The summary of defect statistics will include:
 - i. Number of defects raised within each functional area
 - ii. Number of defects closed and retested
 - iii. Number of defects re-opened
 - iv. Number of defects not closed – this number would be zero after successfully completing the development/testing/QA phase.



iv.

<ul style="list-style-type: none"> ⊖ Defect Status Report by Module <ul style="list-style-type: none"> ⊕ Login (0 items) ⊕ Search (6 items) ⊖ Non-Inmate <ul style="list-style-type: none"> ⊕ Medical Inventory (0 items) ⊕ Institutional (0 items) ⊕ Facility Sick Calls (0 items) ⊕ Incidents (4 items) ⊖ Inventory Warehouse Management <ul style="list-style-type: none"> ⊕ Active (5 items) ⊕ Closed (3 items) ⊕ Manage Visitors (0 items) ⊕ Open and Close Housing (1 item) ⊕ Unclaimed Articles (3 items) ⊖ Visitation Log <ul style="list-style-type: none"> ⊖ Active <ul style="list-style-type: none"> ⊕ Review (1 item) ⊕ Development (2 items) ⊕ QA Validate (0 items) ⊕ Closed (6 items) ⊖ Booking <ul style="list-style-type: none"> ⊕ Booking (3 items) ⊖ Alias <ul style="list-style-type: none"> ⊕ Active (0 items) ⊖ Closed <ul style="list-style-type: none"> •019920: Hosted OMS - Alias - receive stack trace error when clicking on Add button. ⊕ Booking Questions (1 item) ⊕ Clothing (1 item) ⊕ Property (0 items) ⊕ Physical (2 items) ⊕ Alerts (1 item) ⊕ Detainers (3 items) ⊕ User Defined (0 items) ⊖ Booking Wizard <ul style="list-style-type: none"> ⊕ Active (2 items) ⊕ Closed (8 items) 		<p>Rejection Date 12/8/2011</p>
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Sample Weekly Defect Report

5. User Acceptance Test Task

The selected Offeror shall lead UAT with the DOC to demonstrate kiosks and application functionality per the agreed upon requirements and in accordance with required performance standards (SLAs).

User Acceptance Test Deliverables:

- User Acceptance Test Plan - the selected Offeror shall provide a plan that describes the UAT process including defect reporting, tracking and resolution, test plans, tasks, and roles and responsibilities.
- Test scripts – the selected Offeror shall develop test scripts that detail step by step the approach to validate all requirements.
- Weekly Development/Test/QA Report - shall include the following information:
 - a) Overview of the weekly user acceptance testing progress. Progress of Testing will be reported in the form of number of test scripts executed for each application against the planned number of test scripts.



- b) Summarization of accomplishments during the past week - This section will provide the list of number of components (screens/interfaces/reports etc.), successfully tested during the reporting week.
- c) Planned activities for testing - This section will provide information pertaining to the components that planned to be tested in the following week grouped by each functional area.
- d) Weekly defect report - summary of defect statistics to include:
 - i. Number of defects raised within each functional area
 - ii. Number of defects closed and retested
 - iii. Number of defects re-opened
 - iv. Number of defects not closed – this number should be zero after successfully completing the user acceptance test phase.

 **Response:** GTL understands and complies.

Following installation, as the selected Offeror, GTL will lead User Acceptance Testing (UAT) with the DOC to demonstrate that kiosks and application functionality meet the agreed upon requirements and perform in accordance with required performance standards (SLAs).

After meeting with DOC staff to review, validate, and further define all requirements, we will prepare and deliver to DOC:

- **User Acceptance Test Plan** – describes the UAT process including defect reporting, tracking and resolution, test plans, tasks, roles and responsibilities.
- **Test scripts** – detailed, step-by-step approach to validate all requirements
- **Weekly Development/Test/QA Report** – configured to include the following information:
 - a) Overview of the weekly user acceptance testing progress. Progress of Testing will be reported in the form of number of test scripts executed for each application against the planned number of test scripts.
 - b) Summarization of accomplishments during the past week - This section will provide the list of number of components (screens/interfaces/reports etc.), successfully tested during the reporting week.
 - c) Planned activities for testing - This section will provide information pertaining to the components that planned to be tested in the following week grouped by each functional area.
 - d) Weekly defect report – summary of defect statistics, including:



- i. Number of defects raised within each functional area
- ii. Number of defects closed and retested
- iii. Number of defects re-opened
- iv. Number of defects not closed – this number would be zero after successfully completing the user acceptance test phase.

Example Kiosk Testing and Acceptance Plan

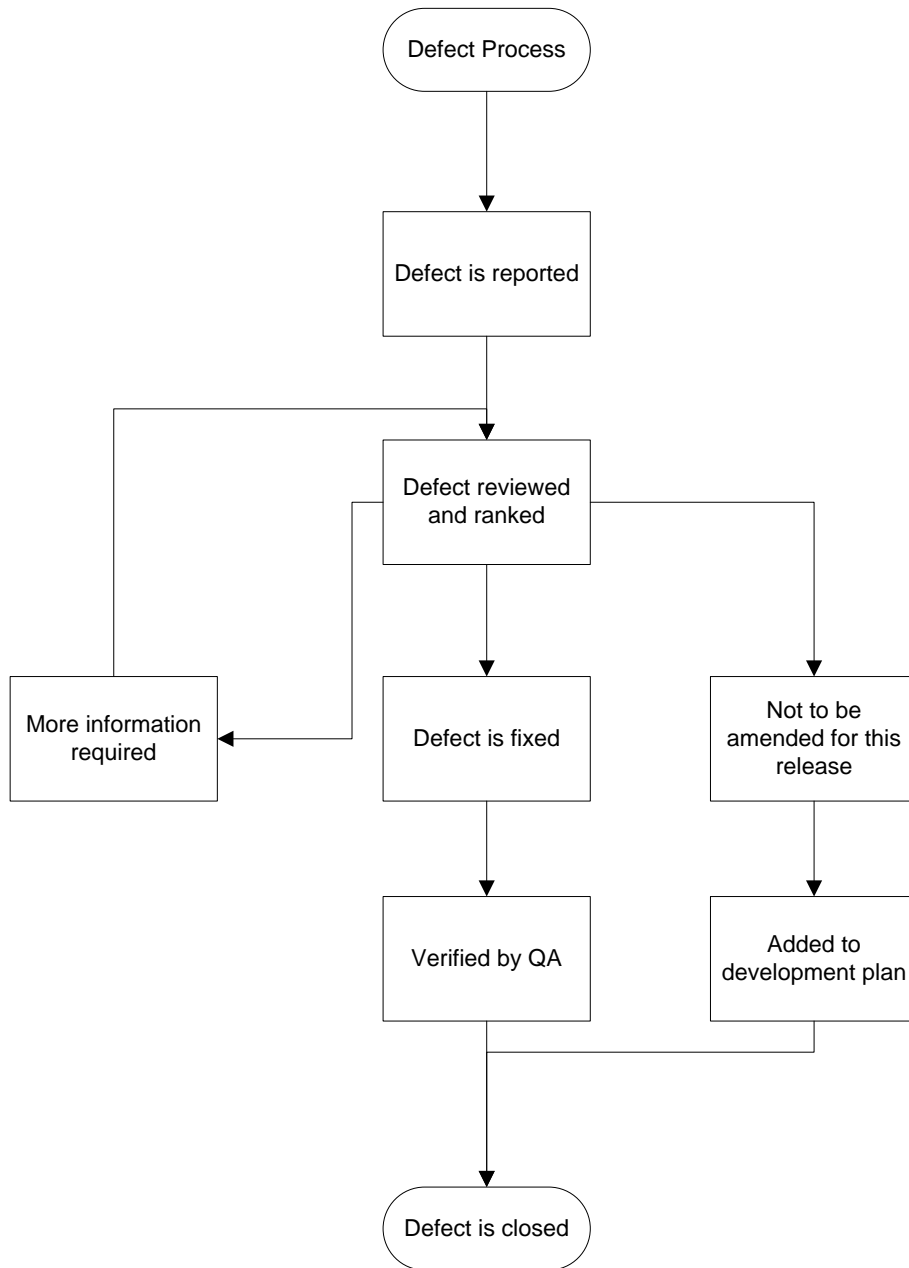
Tested Components

- Direct 2 Inmate Software, Kiosks & MP3/Media Players
 - Core Platform
 - Message2you - Secure Electronic Messaging
 - Media4you
 - Access & Display Offender Account
 - Facility Services - Phone Time / Facility Tickets
- Future Options
 - Requests & Grievances
 - FAQs

Testing Approach

An agile testing approach is followed in the development of our systems. Each iteration of the software involves the team working through a full software development cycle i.e. planning, requirements analysis, design, coding, unit testing and acceptance testing. Test-driven development is also incorporated into the process to allow the developers to conduct the testing of the software as it is being developed. The unit testing is performed from the developer's perspective and the acceptance testing is conducted from the customer's perspective, with a strong input from our project team. The development and QA teams compile the test plans throughout the design and development stages.

Once an iteration is complete it is then handed over to the QA team for further testing i.e. QA testing, integration testing, system testing, penetration testing, regression testing etc. The QA team complete the test plans for each module. Each identified defect is then reviewed, ranked and tracked throughout the defect process (see next page):



Requirements testing are conducted initially by the QA and project teams, and then User Acceptance testing in conjunction with the customer.



Testing Schedule

Lifecycle Stage	Testing Task	Assigned To
Design	Test Plan	
	Identify Major Tests Required	Development & QA
	Testing Overview & Schedule	QA
Development	Unit Testing	
	Module Unit Tests	Development
	Develop Module Functional Test Plan	Development & QA
	Test Environment	
	Prepare Test Environment	QA
	Test Data	
	Prepare Test Data	QA
	Functional Testing	
	Perform Module Functional Test Plan	QA
Testing	System Testing	QA
	Load	
	Performance	
	Usability	QA & Project Team
	Stress	
	Integration Testing	QA
	Penetration Testing	QA
	Regression Testing	QA
	Quality Assurance Testing (QAT)	QA
	Requirements Testing	QA and Project Team
	User Acceptance Testing Stage 2 (UAT)	QA, Project Team and Customer



Testing Requirements

- Testing Strategy
- Test Plan
- Test Scripts
- User (Business) Acceptance Criteria
- Scope of Testing

The focus of our QA team is on quality and the development and QA teams are continually striving to improve the quality of our systems. Our testing approach is designed to ensure that all of our systems meet our definition of quality:

- Meets or exceeds the expectations of the customer
- Functions as intended
- Handles unexpected conditions in graceful ways
- Is easy to use and intuitive
- Is easy to upgrade
- Is consistent across its feature set so customers are not surprised or confused by operations in different parts of the product

Each test plan is compiled by the development and QA teams throughout the design and development stages of the lifecycle based on the test scope identified during the requirements stage.

Each test case is documented as a list of actions, conditions or variables which a tester uses to determine if the software is working correctly or not. Each action consists of a description of the action, the data used when performing the action, the expected results and the actual results, together with any comments. (See below)

Test Case ID	X.XX.XX
Owner/Creator	MF
Test Case Name	(Screen Name) – Data Capture & Editing
Purpose	Tests that a user may enter data via the <data capture screen/interface> and have it processed according to requirements.
Requirement ID/Reference	



Testing Environment/Configuration	(See 'Test Environment' section)
Initialization	User is (not) signed-in. The interface is on the <data capture screen> – no information has been entered.
Finalization	
Test Date & Time	
Tester	MF

No.	Action	Input Data	Expected Output	Result	Actual Results/Comments
	New Record Tests				
	'Save' New <Entity> With No Field Data Entered or Selected				Tests that the System is performing basic 'empty field' validation where required.
	Leave all the data input fields blank (or clear any existing data from the fields).	(All data capture fields blank)	All data capture fields are empty.	Pass	
	Select the '<Process Name>' button/option.		Field data is validated by the System. User feedback is displayed indicating that data is required in the following fields:	Fail	- (C4) User Feedback. Only asterisk characters is shown against blank fields – no message or instructions to user. - (C4) Consistency. No asterisk characters shown



			- <Field Name 1> - <Field Name 2> - <Field Name 3>		against the fields with missing data – differs from other pages' validation (C5) Process Failure.
--	--	--	--	--	--

Sample Test Case From A Functional Test Plan

The list of user acceptance criteria is compiled by the development, QA and Project teams at the requirements stage. This is constantly being reviewed through the development lifecycle. See user acceptance list (separate doc)

Scope of testing is identified at the requirements stage by the development and QA team. This is then used to define the boundaries for the test plans.

Software Development Lifecycle

DEFINE	DESIGN/CODE	TEST	RELEASE	SUPPORT
Measures & Defect Tracking				
Identify 'must repair' defects				
Requirements and spec review				
	Test plan preparation			
Unit Testing				
		Functional Testing		



		System Testing		
		Integration Testing		
		Penetration testing		
		Regression Testing		
		Quality Assurance Testing		
		Requirements Testing		
		User Acceptance testing		
	Defect Tracking			
	Repair Review			
			Disaster Recovery Testing	

All stages of the software development lifecycle are planned as per our testing strategy and above. Once the system has been installed for user acceptance, our support team perform disaster recovery testing. The focus is to ensure that the solution is resilient and that all identified contingencies have been identified and incorporated into the solution. Disaster recovery testing is then conducted at regular intervals as part of the service.



Example User Acceptance Criteria In-Pod Kiosk Application

Project Title:	xxxxxxxxxxxxx	
Deliverable	Acceptance Criteria	Results of User Evaluation
Direct2inmate		
	User Login - Offender	
	User Login - Staff	
ICT Network:	System hardware in place	
	Remote access in place	
Operational:		
Core Platform	User Management	
	Location Management	
	Kiosk Management	
	MP3 /Media Player Management	
	Kiosk Alerts	
	Run Management Reports	
Commissary		
Offender Interface	Place an Order	
	View Order History	
	View Account Balance	
Staff Interface	Manage System settings	
	Updating stock	
	Collating commissary orders	
	Order Returns	
	Managing supplies	
	Run Management Reports	
Offender Account		
Offender Interface	View Account Balance	
Staff Interface	View Offender Accounts	
Message2you		
Offender Interface	Create a Message	
	Add an attachment - Photograph	
	Add an attachment – E-card	
	View Incoming Messages	
	Reply to a message	



Staff Interface	Setup Setup Users Setup Watchwords	
	Process incoming registrations	
	View incoming messages	
	View incoming with watchwords	
	View incoming not to be delivered	
	View outgoing messages	
	View outgoing with watchwords	
	View outgoing not to be delivered	
	Censoring incoming /outgoing messages	
	Run Management Reports	
Media4you		
Offender Interface	Place an Order	
	View Order History	
	View Account Balance	
Staff Interface	Managing catalog update (Manually)	
	Managing catalog update (Automatically)	
	Approving content	
	Adding content to Media4you shop	
	Editing content in Media4you shop	
	Run Management Reports	
Requests and Grievances		
Offender Interface	Make a request / report a grievance	
	View status of a request / grievance	
	Mark as private	
Staff Interface	View a reported grievance /request	
	Respond to a grievance /request	
	Add notes to a grievance /request	
	Escalate a grievance /request	
	Escalate a grievance /request - email	
	Close a grievance /request	
	Run Management Reports	
FAQs		
Offender Interface	View FAQs	
Staff Interface	Compose FAQ	
	Structure FAQ content	
	Publish FAQ on offender kiosk	
	Edit / delete FAQ	



Documentation	Operating Manuals	
	Backup Documentation Backup of systems configuration information Backup of database systems with schedule information	
	Disaster Recovery Documentation Reinstallation and recovery routines including responsibilities of supplier and on-site staff	
	Maintenance Documentation Regular maintenance procedures for systems and databases, error and event log review, backup schedules and checks. Procedures for orderly shutdown of modules, sub-systems and whole server units.	
	User acceptance and commissioning documentation	
	Functional Spec sign off doc	
	Project plan	
Training:	Training – Direct2inmate	

6. Load and Stress Testing Task

The selected Offeror shall conduct stress and load tests reflective of anticipated system use requirements when in full production.

Deliverables for load and stress testing:

Test Results Document- The Offeror shall provide the results of stress and load tests to the DOC for evaluation and approval. Include details regarding maximum capacity within acceptable performance limits.

 **Response:** GTL understands and complies.

As the selected Offeror, GTL will conduct stress and load tests reflective of anticipated system use requirements when in full production. The results of these tests will be delivered to the PA DOC for evaluation and approval via a **Load and Stress Test document**.

For the PA DOC’s reference, the Load and Stress Test document will include details regarding maximum capacity within acceptable performance limits.



7. Training

The Offeror shall provide new product/application training to designated DOC Central Office and site personnel for the operation of the kiosk and associated or ancillary systems.

Deliverables for training:

- Training plan - the Offeror shall provide a training plan that details who will be trained, the methodology to be used, logistics, schedule, and reference materials.
- Training sessions – the Offeror shall conduct classroom training per the training plan.
- Training materials - the Offeror shall provide classroom materials, Computer Based Training (CBTs), user manuals, reference materials and quick reference guides in paper and electronic formats.

 **Response:** GTL understands and complies.

GTL will provide complete training to the designated PADOE Central office and site personnel for the operation of the kiosk and associated or ancillary systems. Training related deliverables to PADOE will include:

- **Training plan** - a plan detailing who will be trained, the methodology to be used, logistics, schedule, and reference materials.
- **Training sessions** – classroom training sessions conducted per the training plan.
- **Training materials** – materials used in classroom sessions, Computer Based Training (CBTs), user manuals, reference materials and quick reference guides in paper and electronic formats.

A training plan outline with course overviews is included in Section II-6: Training.

8. Rollout: Installation/Provision of Hardware/Software Task:

The selected Offeror will be responsible for planning, conducting and coordinating all tasks and activities necessary to complete installation in two phases.

- Phase One - Implementation - the selected Offeror shall implement the complete solution at SCI Mahanoy and shall operate successfully for a period of one month prior to executing the implementation plan for the remainder of the institutions. DOC approval is required in order to proceed with the system implementation.
- Phase Two - Implementation – the selected Offeror shall implement the complete solution at remaining SCIs/locations in accordance with the Offeror’s implementation plan as approved by the DOC.



Deliverables for Rollout:

- **Implementation Plan** – the selected Offeror shall provide a detailed plan for implementation of kiosks at each site. The plan shall include site surveys, kiosk locations, network implementation plans, installation plans, kiosk test plans, processes and procedures for registration and training of offenders, and transition plans from current processes (e.g. EFT and email).
- **Risk Mitigation Plan** – The selected Offeror shall provide a plan to support Commissary operations for offenders in the event the solution does not function as required.
- **Kiosks and associated hardware**
- **Kiosk applications**
- **Network and power installation**
- **Offender Training Materials** – at a minimum, paper handouts, electronic instruction media, kiosk signage and onsite offender training.
- **Operational Support Management Plan** – The selected Offeror shall provide a plan that describes the personnel, process and tools for support of kiosks and systems. The plan shall include, at a minimum, processes and timeframes for identification, tracking, reporting and resolution of issues, maintenance processes, procedures and schedules, offender registration management and other administrative functions.

 **Response:** GTL understands and complies.

As the selected Offeror, GTL will be responsible for planning, conducting, and coordinating all tasks and activities necessary to complete installation in the two phases defined by DOC:

- **Phase One Implementation** – During Phase One, GTL will implement the complete solution at SCI Mahanoy and shall operate it successfully for a period of one month prior to executing the implementation plan for the remainder of the institutions. It is understood that DOC approval is required in order to proceed with phase two of the system implementation.
- **Phase Two Implementation** – During Phase Two, GTL will implement the complete solution at remaining SCIs/locations in accordance with GTL's DOC-approved implementation plan.

GTL's Rollout deliverables will include:

- **Implementation Plan** – a detailed plan for implementation of kiosks at each site, including: site surveys, kiosk locations, network implementation plans, installation



plans, kiosk test plans, processes and procedures for registration and training of offenders, and transition plans from current processes (e.g. EFT and email).

- **Risk Mitigation Plan** – a plan to support Commissary operations for offenders in the event the solution does not function as required.
- **Kiosks and associated hardware**
- **Kiosk applications**
- **Network and power installation**
- **Offender Training Materials** – at a minimum these materials will include: paper handouts, electronic instructional media, kiosk signage, and onsite offender training.
- **Operational Support Management Plan** – a plan that describes the personnel, process and tools for support of kiosks and systems. This plan will include at a minimum: processes and timeframes for identification, tracking, reporting and resolution of issues, maintenance processes, procedures and schedules, offender registration management and other administrative functions.

For DOC's review, we have provided with our proposal a preliminary Implementation Plan in MS Project (Gantt) format. Please see **Section II-3**.

9. Operational Support and Maintenance Task:

The selected Offeror shall provide operational support and maintenance for all installed kiosks/systems throughout the life of the contract. Include, at a minimum:

- Monitoring of kiosk and system operations for all periods of authorized access (e.g. 0600 to 2100 daily) at an offsite location. Access to the monitoring system shall be granted to PA DOC authorized personnel at each DOC facility and Central Office.
- Identification, tracking and resolution of kiosk and system operational issues in accordance with the Operational Support Management Plan and service level agreements.
- Training for PA DOC personnel as requested on the operation of the kiosk systems and MP3/media players. This shall include, but is not limited to: new MP3/media player versions, new kiosk software updates and monitoring system updates or changes.
- Monitoring of network, application and kiosk utilization and provision of monthly reports.



- The DOC shall utilize these reports for analysis to support any change in the kiosk count at any DOC facility or changes to the network. Offeror shall make the necessary changes upon request from PA DOC.
- Provision of new technology updates, either equipment or services, as they become available.
- Offeror agrees to notify PA DOC within a reasonable time frame after such availability so that PA DOC can consider whether such new technology should be utilized in rendering the specified services.
- Provision of prompt notice if any changes to the equipment and/or program are to be made.
- Offeror shall obtain PA DOC approval before making changes (not to include basic appearance changes or “visual” enhancements).
- Response to and resolution of any inquiries and complaints from offenders regarding the operation of the MP3/media player and/or kiosk in accordance with the Operational Support
- Management Plan and service level agreements.
- Meeting with the DOC a minimum of twice per year (at DOC discretion) to assess selected Offeror’s performance of the Offeror relative to contract compliance.

 **Response:** GTL understands and complies.

As the selected Offeror, GTL will provide operational support and maintenance for all installed kiosks/systems throughout the life of the contract; to include at a minimum:

- Monitoring of kiosk and system operations for all periods of authorized access (e.g. 0600 to 2100 daily) from an offsite location. Access to the monitoring system shall be granted to PA DOC authorized personnel at each DOC facility and Central Office.
- Identification, tracking and resolution of kiosk and system operational issues in accordance with the Operational Support Management Plan and service level agreements.
- Training for PA DOC personnel as requested on the operation of the kiosk systems and MP3/media players. This shall include, but is not limited to: new Tablet versions, new kiosk software updates and monitoring system updates or changes.



- Monitoring of network, application and kiosk utilization and provision of monthly reports.
- The DOC shall utilize these reports for analysis to support any change in the kiosk count at any DOC facility or changes to the network. GTL will make the necessary changes upon request from PA DOC.
- Provision of new technology updates, either equipment or services, as they become available.
- GTL agrees to notify PA DOC within a reasonable time frame after such availability so that PA DOC can consider whether such new technology should be utilized in rendering the specified services.
- Provision of prompt notice if any changes to the equipment and/or program are to be made.
- GTL will obtain PA DOC approval before making changes other than basic appearance changes or “visual” enhancements.
- GTL will respond to and resolve of any inquiries and complaints from offenders regarding the operation of the MP3/media player and/or kiosk in accordance with the Operational Support approved by DOC.
- Management Plan and service level agreements.
- Meeting with the PA DOC a minimum of twice per year (at PA DOC discretion) to assess GTL’s performance relative to contract compliance.

10. Contract Closeout Task:

Contract closeout shall begin when all services have been performed and products delivered, as described below:

- The Offeror has completed the required deliverables and the DOC has inspected and accepted them,
- The Offeror has performed all required services and the DOC has accepted those services,
- All Option provisions, if any, have expired or have been completed and accepted, and/or
- The Commonwealth/DOC has given the Offeror a notice of contract termination.

This process requires close coordination between the Commonwealth and the Offeror. To ensure the contract closeout process is complete and timely, the Offeror shall be responsible and accountable to perform the following actions:

- A. Designate, in writing, a Closeout Manager responsible for validating the completion of all deliverables and services necessary to satisfy the contractual requirements.



- The Closeout Manager shall be a senior manager and may be the Project/Program manager.
 - The Closeout Manager shall be appointed in writing with a copy of the appointment to the Commonwealth Contracting Officer and DOC point of contact
 - The appointment shall specify all duties and responsibilities to be performed.
 - The appointment shall be in sufficient time prior to the end of the contract period of performance to allow Contract Closeout activities to be completed in a timely manner upon reaching the contract end date.
- B.** The Closeout Manager shall ensure successful completion (including acceptance/signoff by DOC) of all tasks, services, and requirements under the contract.
- C.** Within six months of contract end date, the Closeout Manager shall develop a work plan and checklist of all closeout actions to be completed and shall provide a copy to the DOC.
- D.** The Closeout Manager shall submit a weekly status report to the DOC on the completion of checklist and work plan items.
- E.** The Closeout Manager shall coordinate resolution of all open issues.
- F.** The Offeror shall work cooperatively with the DOC and any incoming offeror to ensure smooth transition of services.

 **Response:** GTL understands and complies.

GTL agrees that contract closeout shall begin when all services have been performed and products delivered, as described below:

- GTL has completed the required deliverables and the DOC has inspected and accepted them,
- GTL has performed all required services and the DOC has accepted those services,
- All Option provisions, if any, have expired or have been completed and accepted, and/or
- The Commonwealth/DOC has given GTL a notice of contract termination.

GTL will closely coordinate contract closeout tasks with the Commonwealth. To ensure the contract closeout process is complete and timely, GTL will be responsible and accountable to perform the following actions:



- A. Designate, in writing, a Closeout Manager responsible for validating the completion of all deliverables and services necessary to satisfy the contractual requirements.
 - The Closeout Manager will be a senior GTL manager or the Project/Program manager.
 - The Closeout Manager will be appointed in writing with a copy of the appointment to the Commonwealth Contracting Officer and DOC point of contact
 - The appointment shall specify all duties and responsibilities to be performed.
 - The appointment shall be in sufficient time prior to the end of the contract period of performance to allow Contract Closeout activities to be completed in a timely manner upon reaching the contract end date.
- B. The Closeout Manager will ensure successful completion (including acceptance/signoff by DOC) of all tasks, services, and requirements under the contract.
- C. Within six months of contract end date, the Closeout Manager will develop a work plan and checklist of all closeout actions to be completed and shall provide a copy to the DOC.
- D. The Closeout Manager will submit a weekly status report to the DOC on the completion of checklist and work plan items.
- E. The Closeout Manager will coordinate resolution of all open issues.
- F. GTL will work cooperatively with the DOC and any incoming offeror to ensure smooth transition of services.

IV-5. Service Level Agreements

As part of the ongoing support to be provided, the selected Offeror shall adhere to service level agreements (SLAs) in accordance with **Appendix H, Service Level Agreements**.

As part of the proposal, the Offeror may propose alternative service level agreements and/or service credits; however, these must be submitted on the basis of information included in Appendix I), and the proposal must be submitted on the basis that the SLA's in Appendix I will apply to this procurement.

 **Response:** GTL understands and complies.

GTL has reviewed Appendix H, Service Level Agreements and does not have any additional or alternative service agreements to propose.



IV-6. Emergency Preparedness

To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.

1. Describe how you anticipate such a crisis will impact your operations.

 **Response:** GTL understands and complies.

GTL is well prepared to continue critical operations during crisis situations. To support continuity of operations during an emergency GTL has created and maintains Physical Security, Cyber Security, Emergency Response, and Business Continuity Plans. A large, highly trained employee base and operational centers widely distributed throughout the United States contribute to the stability of GTL services and help protect our operations from the vagaries of crisis.

2. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:
 - employee training (describe your organization's training plan, and how frequently your plan will be shared with employees)
 - identified essential business functions and key employees (within your organization) necessary to carry them out
 - contingency plans for:
 - How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.
 - How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
 - How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
 - How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

 **Response:** GTL understands and complies.

GTL's emergency response continuity of operations plan addresses critical elements of physical security, cyber security, emergency response, and business continuity during



emergency situations. Each year, these plans are reviewed, tested, updated, and expanded as needed.

GTL's general **Emergency Procedure** was created for the education and benefit of GTL employees and includes clear, step-by-step instructions related to:

- Fire Emergency Procedures
- Bomb Threat Procedures
- Suspicious Mail Procedures
- Elevator Procedures
- Extreme Weather Procedures
- Emergency Evacuation Procedures

Pursuant to 52 Pa. Code 1.36 and subject to 18 Pa C.S. 4904, GTL annually submits to the Commonwealth of Pennsylvania a Public Utility Security Planning and Readiness Self-Certification form containing the required information shown in the 2011 and 2012 tables that follow.

We are in the process of expanding our business continuity plan to formally address pandemic preparedness. Our anticipated Emergency Preparedness Self-Certification form for 2012 will include affirmative answers to items 11 and 13.

2012 Anticipated GTL Emergency Preparedness Certification Responses

Item No.	Classification	Response (Yes; No; N/A)
1	Does your company have a physical security plan?	Yes
2	Has your physical security plan been reviewed in the last year and updated as needed?	Yes
3	Is your physical security plan tested annually?	Yes
4	Does your company have a cyber security plan?	Yes
5	Has your cyber security plan been reviewed in the last year and updated as needed?	Yes
6	Is your cyber security plan tested annually?	Yes
7	Does your company have an emergency response plan?	Yes
8	Has your emergency response plan been reviewed in the last year and updated as needed?	Yes



9	Is your emergency response plan tested annually?	Yes
10	Does your company have a business continuity plan?	Yes
11	Does your business continuity plan have a section or annex addressing pandemics?	Yes
12	Has your business continuity plan been reviewed in the last year and updated as needed?	Yes
13	Is your business continuity plan tested annually?	Yes

2011 GTL Emergency Preparedness Certification Reponses

Item No.	Classification	Response (Yes; No; N/A)
1	Does your company have a physical security plan?	Yes
2	Has your physical security plan been reviewed in the last year and updated as needed?	Yes
3	Is your physical security plan tested annually?	Yes
4	Does your company have a cyber security plan?	Yes
5	Has your cyber security plan been reviewed in the last year and updated as needed?	Yes
6	Is your cyber security plan tested annually?	Yes
7	Does your company have an emergency response plan?	Yes
8	Has your emergency response plan been reviewed in the last year and updated as needed?	Yes
9	Is your emergency response plan tested annually?	Yes
10	Does your company have a business continuity plan?	Yes
11	Does your business continuity plan have a section or annex addressing pandemics?	No
12	Has your business continuity plan been reviewed in the last year and updated as needed?	Yes
13	Is your business continuity plan tested annually?	No



Summary

The following factors and characteristics of GTL's work force naturally lessen the potential impact of a pandemic situation, disruption of service due to natural disaster or other large scale disruption of service.

- Routine employee cross-training within each department (with special training in emergency procedures to be conducted at a minimum of once a year).
- Large employee base, widely distributed throughout the United States - major office locations include:
 - Altoona, PA – Development and Engineering
 - Dallas, TX – Engineering
 - Indianapolis, IN – Engineering and Operations
 - Gainesville, FL - Customer and Technical Support
 - Mobile, AL – Customer and Technical Support
 - Sacramento, CA – Technical Support
 - Reston, VA – Executive Offices
- Redundant data centers for hosting applications at geographically diverse locations
- Redundant Toll Free Service Centers for Customer and Technical Support at geographically diverse locations
- Nationwide distribution of critical service staff
- Established protocols for working remotely from virtual offices (e.g. assists with contagion control)
- Established emergency contact staff, telephone numbers, and email addresses.
- Diverse supplier base for service delivery including telecommunications carriers, wireless carriers and onsite certified service technicians,

It should be also be noted: as a provider of critical systems and services to correctional institutions nationwide for over twenty-three years, GTL's confidential emergency response continuity of operations plan, including critical elements of physical security, cyber security, emergency response, and business continuity during emergency situations have occasionally been tested and proven by real-world natural and man-made disasters.

The pandemic preparedness section of GTL's 2012 Business Continuity Plan will address:



Employee Training (methods by which GTL will inform employees of procedures and company expectations in the event of a pandemic situation, disruption of service due to natural disaster or other large scale disruption of service. Training will be conducted a minimum of once per year

Identification of essential business functions and key employees (within our organization) necessary to carry out contingency plans in the event of a pandemic situation, disruption of service due to natural disaster or other large scale disruption of service.

- Contingency plans for:
 - How GTL will handle staffing issues when a portion of key employees are incapacitated due to illness.
 - How GTL employees will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
 - How GTL will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
 - How and when GTL's emergency plan will be tested, and if the plan will be tested by a third-party.

IV-7. Reports and Project Control.

- A. As referenced in IV-3, Requirements, the Contractor shall create and maintain the following plans and reports/logs (in electronic format) throughout the life of the project.

 **Response:** GTL understands and complies.

GTL will create and maintain the following plans and reports/logs in electronic format throughout the life of the project. Following contract award, with feedback from PA DOC, all reports and project control documents will be tailored and finalized to specifically meet PA DOC requirements and preferences.

- A. **Project Plan** - The Offeror shall create and maintain a work plan in MS Project that includes each task/work elements, duration, scheduled start and end dates, actual start and end dates, the resources assigned to the task, predecessors, percent complete, Tasks should be identified at the lowest level of work. A PERT or GANTT chart display should be used to show project, task, and time relationship.



Offeror shall establish a baseline plan and track actual progress and reporting against the baseline.

GTL Response: GTL understands and complies.

GTL has created and included with our proposal in Section II-3, a preliminary MS Project (Gantt) work plan for the implementation of the systems and services required by PA DOC. This preliminary plan includes for work tasks: duration, projected start and end dates, predecessors, and assigned resources. Following contract award, with input from PA DOC, we will finalize the baseline work plan and will use it to track progress showing actual start and end dates.

B. Communications Management Plan – the Offeror shall create a plan that describes the communication management process to be followed for the duration of the project. The Communications Management Plan will address the time frame and frequency for project meetings and reports, what is communicated (status reports, agendas, minutes) who will communicate and who will receive the information, and the methods to convey the information (electronic, hard copy). The plan should specifically include monthly (or as determined by DOC) face to face project status meetings with DOC project staff.

GTL Response: GTL understands and complies.

Following contract award, GTL's Communications Management Plan will be configured and completed with feedback from PA DOC. Below is a sample of our standard communication approach.

Communications Management Plan

1. Project Definition

1.1 Project Identification

This section provides background information about the organization of the project and project participants.

Project Title	
Project Manager	

1.2 Communication Management Approach

Describe the communication strategy. Consider core and extended team members, and internal and external stakeholders; who will communicate and who will receive the information. List any



communication constraints that could complicate communications (i.e., decentralized project teams, access to document repository, etc.)

1.3 Communication Work Session Management

Describe the types of sessions (i.e., Kick-off, Planning, Status, Lessons Learned, Transition Planning, Risks & Issues Management); their purposes and logistics.

Meeting Type	Purpose	Frequency	Publications of results	Comments

1.4 Reporting and Escalation Process

Describe the formal reporting structure and escalation process. Alternatively, insert a chart and workflow.

1.5 Project Repository

Briefly describe where project documentation is stored (include link if available), i.e., SharePoint.

C. Project Status Report - The Offeror shall provide a weekly progress report that includes the following: accomplishments, planned activities (in process, those upcoming for the next two weeks, those behind schedule), issue and risks, proposed changes and recommendations. The report must display the status of planned versus actual performance. Plan format shall be approved by DOC.

Response: GTL understands and complies.



Following contract award, GTL’s Project Status Report will be configured and completed with feedback from PA DOC. Below is a sample of our typical weekly project status report. GTL will work with the PA DOC in finalizing a reporting format that meets the PA DOC’s needs.

Weekly Project Status Report

. Status Report

1.1 General Information

Project Title			
Project ID			
Project Sponsor		Week Ending Date	
Project Manager		Current Stage	

1.2 Project Synopsis

Provide an overview of the goals and objectives of the project in business terms.

1.3 Escalation Items

Identify major issues, risks, scope and budget changes requiring management attention. Specify escalation (who needs to help), assistance needed and interim updates on progress.

Status: Attention required, Corrective action in process, Resolved. Carry escalation items forward until resolved.

Escalation Item	Owner	Date Identified	Recommended Assistance/Update	Status	Date Resolved mm/dd/yyyy

1.4 Accomplishments

Identify major accomplishments for the week.



1.5 Plans for Next Week

Identify major plans for the coming week.

D. Project Issue Management Plan - The Offeror shall provide a detailed plan for management of all issues identified throughout the life of the project. At a minimum the plan should include methodology for issue identification and reporting, process for issue assignment, tracking, and resolution, definition of roles and responsibilities, methodology for classifying issue severity and timeframes for resolution and description of issue status tracking and reporting.

 **Response:** GTL understands and complies.

Following contract award, GTL's Project Issue Management Plan will be configured and completed with feedback from PA DOC. Below is a sample of our typical project issues management approach. GTL will work with the PA DOC in finalizing a reporting format that meets the PA DOC's needs.

Project Issue Management Plan

PURPOSE

The Project Issues Management Log is an Excel spreadsheet used to document and manage issues relating to a project. "Issues" are problems or questions arising in the course of the project that need to be defined, researched, and evaluated in terms of the scope of work.

An effective issue resolution resolves problems and questions as quickly as possible and includes escalation procedures to the appropriate management or committees.

ORIGINATION AND TIMING

The Issues Management Log is created by the project manager during the Planning and Analysis phase of the project. The log is a "living document", maintained by the project manager and updated on a regular basis. Issues are added to the log as they occur.



DETAILS ON SEVERAL REQUIRED FIELDS

Date Due	Enter the target date for having the issue resolved and closed.
-------------	---

Date Completed	Enter the actual date that the issue was resolved and closed. When a completion date is entered, the final resolution should be described in the Comments/Resolution field.
-------------------	---

Status	<p>The current status of the issue resolution. Options are:</p> <p style="padding-left: 40px;">Open: Issue reported, working toward resolution Closed: Issue resolved and closed Resolved: Issue is resolved, but not yet closed Deferred: Resolution of issue has been postponed.</p> <p>A drop-down list of values is available on the Status field. Enter either O, C, R or D. Entry of one of these letters into the Status field will automatically update the Totals section at the beginning of the Issues Log. See the Note below for details.</p>
--------	--

Priority	<p>The priority or criticality of the issue. Options are:</p> <p style="padding-left: 40px;">1 = Critical (resolution is critical to the success of the project) 2 = High (poses significant threat to project success, no work-around exists) 3 = Medium (poses moderate risk to project success, poor work-around exists) 4 = Low (minor impact to project success, work-around exists)</p> <p>A drop-down list of values is available on the Priority field. Enter a number between 1 and 4.</p>
----------	--

Comments/ Resolution	This field should be used on a continuing basis to document the investigation, analysis and resolution of the issue. Individual entries in the field should be preceded by the date. When the issue is resolved, the Comments/Resolution field should contain
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Totals Section

The Total section at the beginning of the issues log is a set of calculated fields based on the value input into the Status field. Depending on the nature of the formula used, a range of cells may be specified for the calculation.

E. Project Issue Tracking Log/Report - The Offeror shall maintain a tracking mechanism that includes, at a minimum:

- Date of discovery
- Issue description
- Owner
- Issue Status
- Final resolution
- Close date

Note: Closed issues should be moved to a “closed” tab for reference purposes.)

 **Response:** GTL understands and complies.

GTL will maintain a Project Issue Tracking Log that includes all DOC-required fields and closed issues will be moved to a “closed” tab for reference purposes. An example of GTL’s standard issue tracking log is provided on the following page.



F. Risk Management Plan - the Contractor shall provide a plan that outlines the process for reporting, assessing, mitigating and monitoring project risks. Include roles and responsibilities of all parties.

GTL Response: GTL understands and complies.

Following is an outline of GTL’s risk management methodology.

Risk Management Plan

Risk Identification: Initiation

During the Initiation Phase of all projects, GTL identifies potential risks to the implementation. These risks are identified by requirements unique to the particular project (i.e., risk of a server failure in a multi-site environment with multiple, clustered servers joined via fiber connection), as well as risks typical to all implementations (i.e., risk of data conversion failure due to customer inability to produce a consistent data extract from their legacy system(s) for conversion purposes). All of these risks are documented and reviewed with the entire project team no later than two weeks after kickoff. During this review, each risk is classified into one of four different categories, as outlined in the Risk Classification section below.

Risk Identification: Ongoing During Project Implementation

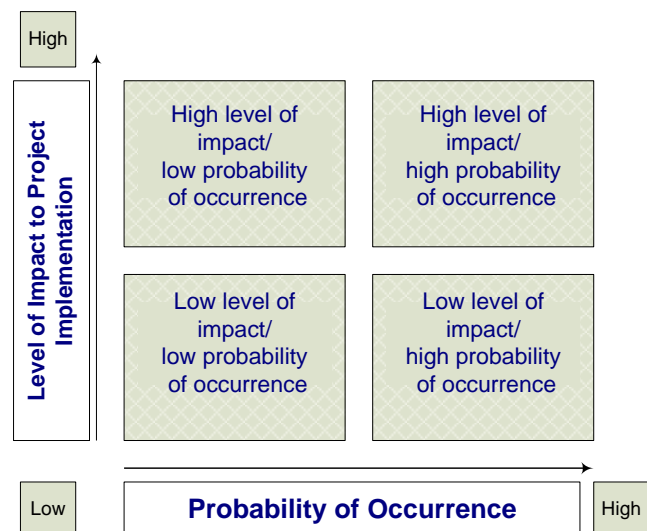
As the project advances through the various phases and tasks of the implementation lifecycle, it is necessary to re-visit risks identified during the initiation phase, as well as to identify new risks. These risks, unforeseen during the initiation, are documented and shared with the project team during routine conference calls. Again, each of these risks is documented and classified.

Risk Documentation

GTL has developed a Project Risk Management Log, which is used to document and manage risks relating to a project. The log is an iterative document, maintained by the project manager and updated on a regular basis.

Risk Classification

All risks are analyzed and evaluated





based on their likelihood of occurrence versus the level of overall impact they might have on the successful implementation of the project. See the chart for GTL's Risk Matrix. Any risk that falls within the quadrant of "high level of impact/high probability of occurrence" requires a documented mitigation strategy. Any risk that has either a low level of impact or low level of probability is reviewed by the Project Team and is deemed worthy of a mitigation strategy on an individual basis.

Risk Management Roles and Responsibilities

The Risk Management Process requires the identification of the proper resource involvement in order to identify and address project risks effectively. Below is a list of participating individuals and/or teams involved in the process with their corresponding responsibilities.

Project/Risk Manager

The Project Manager has the overall responsibility for managing the risks associated with the development, implementation and maintenance of the system and ensuring that risk management is performed in line with the process described herein.

Risk Evaluation Team

The Risk Evaluation Team will consist of the GTL Project Manager and Business Analyst along with individuals from the various business units for PADO. The SRE team will analyze and document any risks associated with the defined solution and related tasks.

G. Risk Register -the Offeror shall initiate and maintain a repository for project risks.

The register should include:

- Identified risks
- Probability of risk occurrence (rating)
- Impact of risk (rating)
- Overall risk (calculation)
- Mitigation Strategies
- Responsible Party

 **Response:** GTL understands and complies.

GTL's Risk Register (repository for project risks) for PA DOC's Project will include:

- Identified risks
- Probability of risk occurrence
- Impact of risk (rating)
- Overall risk (calculation)



- Mitigation strategies
- Responsible party

H. Change Management Plan - the Offeror shall create a plan/process to ensure that any change order requests made during the life of the project implementation are properly addressed from point of submission through acceptance/rejection. Include roles and responsibilities of all parties.

 **Response:** GTL understands and complies.

Following contract award, GTL's Change Management Plan will be configured and completed with feedback from DOC.

Change Management Plan

1. Project Definition

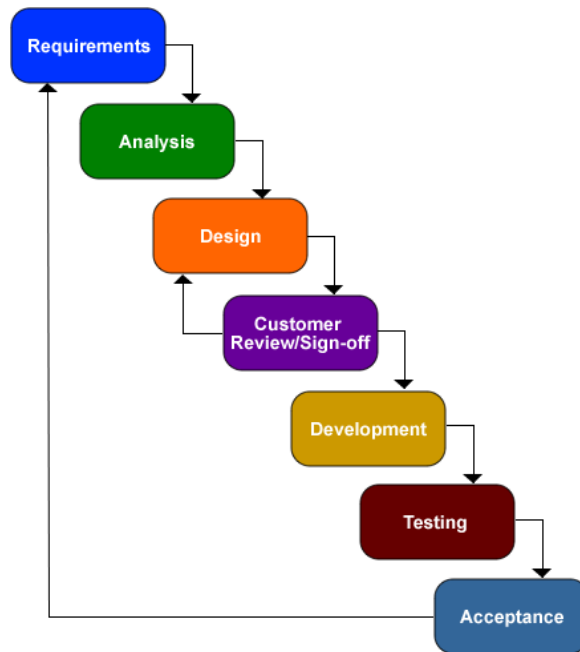
1.1 Project Identification

This section provides general background information.

Project Title	
Project Manager	
Sponsor	

1.2 Change Control Process

Describe or diagram the workflow of a change request through the change management process including organizational specific processes. Describe procedures related to: initiation, review, authorization and resolution of change requests.



1.3 Change Management Roles

Identify team members and their change management responsibilities. Include who evaluates (usually by type of change) and authorizes. Alternatively, define roles and responsibilities and note approach in table below. Strictly for example purposes, and other roles may apply.

Stakeholder Name	Change Management Responsibilities
Business Analyst/Interface Designer	
Quality Assurance	
Development Team Lead	
Project Manager	

1.4 Related Documentation

Specify related documentation by adding the document name and location where the document is stored.

Document Name	Location/Link
Change Request Form	



(Required)	
Functional Specification	

Change Management Roles & Responsibilities

PRODUCT MANAGEMENT

PRODUCT MANAGEMENT will provide proper documentation on the business requirements needed for a requested change to PROJECT MANAGEMENT in a charter template. PROJECT MANAGEMENT works with the appropriate development groups to provide a ROMA (rough order of magnitude) and high level overview of the tasks that would need to be done.

D1 APPROVAL -The Charter with the ROMA and high level overview of tasks will be sent to the Executives of PRODUCT MANAGEMENT, DEVELOPMENT, SERVICES, and SECURITY to approve the charter. If a DOC approval is required, then this will be obtained by PRODUCT MANAGEMENT working with the appropriate GTL ACCOUNT EXECUTIVE who will work with the DOC.

DESIGN-If approved, the SYSTEMS ARCHITECT performs the design work needed and passes onto the TEAM LEAD.

SCHEDULE- The TEAM LEAD for the development groups constructs a schedule for the development piece and submits to the PROJECT MANAGER who will work with other groups (Quality Assurance, Operations Support Team, Network, Security, etc) to construct their schedules for this project as well. PROJECT MANAGEMENT then manages the schedule with weekly, or as needed meetings with all stakeholders.

DEVELOPMENT -TEAM LEAD manages the development resources while reporting back to PROJECT MANAGEMENT.

UNIT TESTING/INTEGRATION- Unit Testing/Integration testing is performed by the development team.

DOCUMENTATION - Documentation is created that will show what is being modified, how to install, how to verify install, and how to roll-back if needed.

INSTALL INSTRUCTIONS -TEAM LEAD will get with the installation group to go over all installation instructions to make sure that everyone understands what is being



deployed and how to deploy it. Further a meeting with the DOC will be held to discuss the installation, discuss impacts, if any, and to discuss mitigation strategy.

QUALITY ASSURANCE -QA performs testing on the developed item.

D3 APPROVAL -Once all development, testing, and any other network related item is ready, then the PROJECT MANAGER will host a D3 MEETING with all appropriate stakeholders to obtain the final approval to begin deployment. DOC approval will be obtained before deployment by the GTL's Account Executive for that DOC before their deployment.

Example Change Control Form

Part One: To be filled out by the initiator of the project. Route to project manager when complete.			
Name:			
Project Name:		Date:	
Client (if applicable):			
Description of Change:			
Benefits of Change:			
Part Two: To be filled out by the Team Lead.			
TR Identifier #:		Date Received:	
Priority:	<input type="checkbox"/> Priority 1 (Critical, Must Fix) <input type="checkbox"/> Priority 2 (Important, Should fix soon) <input type="checkbox"/> Priority 3 (Minor, Fix if time)		
Change Type:	<input type="checkbox"/> Defect Fix <input type="checkbox"/> Enhancement		
Affected Documents or Project Activities:	<input type="checkbox"/> Requirements Specification <input type="checkbox"/> Data Model <input type="checkbox"/> Functional Specification Document <input type="checkbox"/> Help Files/Documentation <input type="checkbox"/> Q.A. (Test Scripts, etc.) <input type="checkbox"/> Training Materials <input type="checkbox"/> Source Code		
Staffing:	ID	SME	Developer QA
Impact on Scope and Deliverables:			
Impact on Resources:			
Description of Approved Change:			
FSD to be modified:			
Disposition of Change Order:	<input type="checkbox"/> Accepted <input type="checkbox"/> Rejected <input type="checkbox"/> Deferred		
Version/Patch # Milestone:			
Change Sponsor Signature:		Date:	
Team Lead Signature:		Date:	
Development Lead Signature:		Date:	



IV-8. Contract Requirements—Small Diverse Business Participation.


All contracts containing Small Diverse Business participation must also include a provision requiring the selected contractor to meet and maintain those commitments made to Small Diverse Businesses at the time of proposal submittal or contract negotiation, unless a change in the commitment is approved by the BSBO. All contracts containing Small Diverse Business participation must include a provision requiring Small Diverse Business subcontractors to perform at least **50%** of the subcontracted work.

The selected contractor's commitments to Small Diverse Businesses made at the time of proposal submittal or contract negotiation shall, to the extent so provided in the commitment, be maintained throughout the term of the contract and through any renewal or extension of the contract. Any proposed change must be submitted to BSBO, which will make a recommendation to the Contracting Officer regarding a course of action.

If a contract is assigned to another contractor, the new contractor must maintain the Small Diverse Business participation of the original contract.

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

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

 **Response:** GTL understands and complies. Please refer to our separately sealed envelope: Small Diverse Business Participation.

APPENDIX B
DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, Jeffrey B. Haidinger, President and COO [title] of Global Tel Link
[name of Contractor] a State of
Delaware [place of incorporation] corporation or other legal entity,
("Contractor") located at 6612 East 75th Street, Indianapolis, IN 46250 [address], having a
Social Security or Federal Identification Number of 631071001, do
hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check
one of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

_____ percent (____%) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed:

[Use additional sheets if necessary]

The Department of General Services [**or other purchasing agency**] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:



Signature/Date

Jeffrey B. Haidinger - PRESIDENT + COO
Printed Name/Title

Global Tel Link
Corporate or Legal Entity's Name

August 16, 2012
Signature/Date

President and COO
Printed Name/Title

**COMMONWEALTH OF PENNSYLVANIA
OFFICE FOR INFORMATION TECHNOLOGY
RFP# 6100021729**

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

Offeror Information:	
Offeror Name	Global Tel* Link
Offeror Mailing Address	6612 East 75 th Street, 4 th Floor, Indianapolis, IN 46250
Offeror Website	http://www.gtl.net
Offeror Contact Person	Jim Beamer
Contact Person's Phone Number	703-843-7630
Contact Person's Facsimile Number	(703) 620-9376
Contact Person's E-Mail Address	jbeamer@gtl.net
Offeror Federal ID Number	631071001
Offeror SAP/SRM Vendor Number	15657

Submittals Enclosed and Separately Sealed:	
X	Technical Submittal
X	Disadvantaged Business Submittal
X	Cost Submittal

<i>Signature</i>	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:	
Printed Name	
Title	

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

PADOC InPod/Lobby Kiosk Implementation Plan

ID	% Work Complete		Task Name	Duration	Start	Finish	Predecessors
1	0%		PA DOC - Implementation Plan (Lobby and InPod Kiosks)	317 days	Mon 8/4/14	Tue 10/20/15	
2	0%		Lobby Kiosks	98 days	Mon 8/4/14	Wed 12/17/14	
3	0%		Requirements Analysis/Solution Design	7 days	Mon 8/4/14	Tue 8/12/14	
4	0%		Kickoff - Requirements Analysis/Validation w/ PADOC	1 day	Mon 8/4/14	Mon 8/4/14	
5	0%		Creation of Application Architecture Document	1 day	Tue 8/5/14	Tue 8/5/14	4
6	0%		Creation of Network Architecture Document	1 day	Wed 8/6/14	Wed 8/6/14	5
7	0%		Creation of Security Architecture Document	1 day	Thu 8/7/14	Thu 8/7/14	6
8	0%		Review/Approval of above items	3 days	Fri 8/8/14	Tue 8/12/14	7
9	0%		Implementation/Architecture Design/Configuration	14 days	Wed 8/13/14	Mon 9/1/14	
10	0%		Site Surveys	10 days	Wed 8/13/14	Tue 8/26/14	8
11	0%		Creation of Network Architecture Diagram	2 days	Wed 8/27/14	Thu 8/28/14	10
12	0%		Creation of Network Hardware and Software Configuration Document	2 days	Wed 8/27/14	Thu 8/28/14	10
13	0%		Creation of Network/Kiosk Security Plan	2 days	Wed 8/27/14	Thu 8/28/14	10
14	0%		Creation of Installation Plan	2 days	Wed 8/27/14	Thu 8/28/14	10
15	0%		Review/Approval of above items	2 days	Fri 8/29/14	Mon 9/1/14	14
16	0%		Business Development	14 days	Wed 8/13/14	Mon 9/1/14	
17	0%		Legal	3 days	Wed 8/13/14	Fri 8/15/14	
18	0%		Identify Legal Considerations	1 day	Wed 8/13/14	Wed 8/13/14	8
19	0%		Legal Documentation and Application Changes	2 days	Thu 8/14/14	Fri 8/15/14	18
20	0%		Customer Support	11 days	Mon 8/18/14	Mon 9/1/14	
21	0%		Meeting to discuss customer support of Kiosk/SLA's	1 day	Mon 8/18/14	Mon 8/18/14	19
22	0%		Identify and Produce Marketing Materials	10 days	Tue 8/19/14	Mon 9/1/14	21
23	0%		Collections/Finance	10 days	Wed 8/13/14	Tue 8/26/14	
24	0%		Meeting to discuss Collections Process	1 day	Wed 8/13/14	Wed 8/13/14	8
25	0%		Establish/document collections process	2 days	Thu 8/14/14	Fri 8/15/14	24
26	0%		Define Required Reports	1 day	Mon 8/18/14	Mon 8/18/14	25
27	0%		Develop Required Reports	4 days	Tue 8/19/14	Fri 8/22/14	26
28	0%		Determine Transfer cash for Trust Deposits	2 days	Mon 8/25/14	Tue 8/26/14	27
29	0%		Customer (PADOC) Communications	2 days	Wed 8/27/14	Thu 8/28/14	
30	0%		Review 'install' / advertising approach, and collections / support processes with customer (PADOC)	2 days	Wed 8/27/14	Thu 8/28/14	28
31	0%		QA / Test	6 days	Fri 8/29/14	Fri 9/5/14	
32	0%		Test	6 days	Fri 8/29/14	Fri 9/5/14	

6/9

Project: Inmate Banking Date: Wed 6/25/14	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Progress	
	External Tasks		Duration-only		Deadline	

PADOC InPod/Lobby Kiosk Implementation Plan

ID	% Work Complete	Task Name	Duration	Start	Finish	Predecessors	6/9
33	0%	Functional Test	3 days	Fri 8/29/14	Tue 9/2/14	30	
34	0%	Bug Fixes/Regression Testing	3 days	Wed 9/3/14	Fri 9/5/14	33	
35	0%	Deployment / Rollout	79 days	Fri 8/29/14	Wed 12/17/14		
36	0%	Equipment	35 days	Fri 8/29/14	Thu 10/16/14		
37	0%	Acquire Kiosks for All Sites	20 days	Fri 8/29/14	Thu 9/25/14	14	
38	0%	Assemble, Configure and Test Kiosks	5 days	Fri 9/26/14	Thu 10/2/14	37	
39	0%	Ship Kiosks	10 days	Fri 10/3/14	Thu 10/16/14	38	
40	0%	Network/DSL	20 days	Fri 10/17/14	Thu 11/13/14		
41	0%	Schedule installation/modification of lines	5 days	Fri 10/17/14	Thu 10/23/14	39	
42	0%	Perform installation/modification of lines	15 days	Fri 10/24/14	Thu 11/13/14	41	
43	0%	Rollout Planning	2 days	Fri 11/14/14	Mon 11/17/14		
44	0%	Create Kiosk Installation Plan (by volume/geographic location)	1 day	Fri 11/14/14	Fri 11/14/14	42	
45	0%	Review Kiosk Installation w/ PADOC	1 day	Mon 11/17/14	Mon 11/17/14	44	
46	0%	Deploy	22 days	Tue 11/18/14	Wed 12/17/14		
47	0%	Notify Sites of final Delivery Date	2 days	Tue 11/18/14	Wed 11/19/14	45	
48	0%	Deliver/Install/Turn-Up Kiosks and Post Advertising	20 days	Thu 11/20/14	Wed 12/17/14	47	
49	0%	InPod Kiosks - Phase I (Facility Services, Message2you and Media4you)	317 days	Mon 8/4/14	Tue 10/20/15		
50	0%	Requirements Analysis	27 days	Mon 8/4/14	Tue 9/9/14		
51	0%	Kickoff - Requirements Analysis/Validation w/ PADOC	3 days	Mon 8/4/14	Wed 8/6/14		
52	0%	Creation of System Requirements Document (SRS)	10 days	Thu 8/7/14	Wed 8/20/14	51	
53	0%	Creation of Requirements Traceability Matrix	5 days	Thu 8/21/14	Wed 8/27/14	52	
54	0%	Creation of Detailed Design to Test Script Traceability Matrix	5 days	Thu 8/28/14	Wed 9/3/14	53	
55	0%	Creation of Training Plan	2 days	Thu 9/4/14	Fri 9/5/14	54	
56	0%	Review/Approval of above items	2 days	Mon 9/8/14	Tue 9/9/14	55	
57	0%	Solution Design	9 days	Wed 9/10/14	Mon 9/22/14		
58	0%	Creation of Application Architecture Document	2 days	Wed 9/10/14	Thu 9/11/14	56	
59	0%	Creation of Network Architecture Document	2 days	Fri 9/12/14	Mon 9/15/14	58	
60	0%	Creation of Security Architecture Document	2 days	Tue 9/16/14	Wed 9/17/14	59	
61	0%	Review/Approval of above items	3 days	Thu 9/18/14	Mon 9/22/14	60	
62	0%	Implementation/Architecture Design/Configuration	11 days	Tue 9/23/14	Tue 10/7/14	61	
63	100%	Site Survey (Coal Township/Frackville)	1 day	Tue 9/23/14	Tue 9/23/14		
64	0%	Creation of Network Architecture Diagram	2 days	Tue 9/23/14	Wed 9/24/14		
65	0%	Creation of Network Hardware and Software Configuration Document	2 days	Thu 9/25/14	Fri 9/26/14	64	

Project: Inmate Banking Date: Wed 6/25/14	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Progress	
	External Tasks		Duration-only		Deadline	











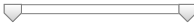







PADOC InPod/Lobby Kiosk Implementation Plan

ID	% Work Complete		Task Name	Duration	Start	Finish	Predecessors	
66	0%		Creation of Network/Kiosk Security Plan	2 days	Mon 9/29/14	Tue 9/30/14	65	6/9
67	0%		Creation of Installation Plan (Coal Township/Frackville)	2 days	Wed 10/1/14	Thu 10/2/14	66	
68	0%		Review/Approval of above items	3 days	Fri 10/3/14	Tue 10/7/14	67	
69	0%		Development/Configuration	60 days	Tue 9/23/14	Mon 12/15/14		
70	0%		Development and Configuration of Software	40 days	Tue 9/23/14	Mon 11/17/14	61	
71	0%		Functional Test	10 days	Tue 11/18/14	Mon 12/1/14	70	
72	0%		Defect Fixes/Regression Testing	10 days	Tue 12/2/14	Mon 12/15/14	71	
73	0%		QA / Test	92 days	Wed 9/10/14	Thu 1/15/15		
74	0%		Creation of User Acceptance Test Plan	2 days	Wed 9/10/14	Thu 9/11/14	56	
75	0%		Creation of Test Scripts	5 days	Fri 9/12/14	Thu 9/18/14	74	
76	0%		Review/Approval of items UAT Plan and Test Scripts	1 day	Fri 9/19/14	Fri 9/19/14	75	
77	0%		User Acceptance Testing	10 days	Tue 12/16/14	Mon 12/29/14	72	
78	0%		Load and Stress Testing	10 days	Tue 12/30/14	Mon 1/12/15	77	
79	0%		Revisions based on test results	3 days	Tue 1/13/15	Thu 1/15/15	78	
80	0%		Weekly Report of Development/Test/QA Status	116 days	Fri 8/8/14	Fri 1/16/15		
105	0%		Production/Build Out	50 days	Wed 9/10/14	Tue 11/18/14		
106	0%		Kiosks ordered	20 days	Wed 9/10/14	Tue 10/7/14	56	
107	0%		Assemble and test Kiosks	20 days	Wed 10/8/14	Tue 11/4/14	106	
108	0%		Ship Kiosks to (Coal Township/Frackville)	10 days	Wed 11/5/14	Tue 11/18/14	107	
109	0%		Training	102 days	Wed 9/10/14	Thu 1/29/15		
110	0%		Create PADOC specific Training Materials	5 days	Wed 9/10/14	Tue 9/16/14	56	
111	0%		Classroom Training	10 days	Fri 1/16/15	Thu 1/29/15	79	
112	0%		Marketing / Promotion	20 days	Mon 1/5/15	Fri 1/30/15		
113	0%		Create and Ship Marketing Materials	20 days	Mon 1/5/15	Fri 1/30/15		
114								
115	0%		Rollout: Phase 1 (Pilot) Installation Facility Services, Message2you, and Media4you - SCI Frackville	122 days	Wed 10/8/14	Thu 3/26/15		
116	0%		Installation/Provision of Hardware/Software	122 days	Wed 10/8/14	Thu 3/26/15		
117	0%		Create Installation/Provisioning Plan	3 days	Wed 10/8/14	Fri 10/10/14	68	
118	0%		Create Implementation Plan	3 days	Mon 10/13/14	Wed 10/15/14	117	
119	0%		Create Risk Mitigation Plan	3 days	Thu 10/16/14	Mon 10/20/14	118	
120	0%		Create Operational Support Management Plan	3 days	Tue 10/21/14	Thu 10/23/14	119	
121	0%		Review/Approval of above items	1 day	Fri 10/24/14	Fri 10/24/14	120	

Project: Inmate Banking Date: Wed 6/25/14	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Progress	
	External Tasks		Duration-only		Deadline	











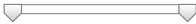







PADOC InPod/Lobby Kiosk Implementation Plan

ID	% Work Complete		Task Name	Duration	Start	Finish	Predecessors	
122	0%		Network and Power Installation	15 days	Tue 12/16/14	Mon 1/5/15	72	6/9
123	0%		Kiosk/Server Installation	10 days	Tue 1/6/15	Mon 1/19/15	122	
124	0%		Testing	5 days	Tue 1/20/15	Mon 1/26/15	123	
125	0%		Training and Registration	10 days	Tue 1/27/15	Mon 2/9/15	124	
126	0%		Go-Live Operation	3 days	Tue 2/10/15	Thu 2/12/15	125	
127	0%		Ongoing Operation Monitoring	30 days	Fri 2/13/15	Thu 3/26/15	126	
128								
129	0%		Rollout: Phase 1 (Pilot) Installation Facility Services, Message2you, and Media4you - SCI Coal Township	106 days	Tue 12/16/14	Tue 5/12/15		
130	0%		Installation/Provision of Hardware/Software	106 days	Tue 12/16/14	Tue 5/12/15		
131	0%		Network and Power Installation	15 days	Tue 12/16/14	Mon 1/5/15	72	
132	0%		Kiosk/Server Installation	10 days	Tue 1/6/15	Mon 1/19/15	122	
133	0%		Testing	5 days	Tue 1/20/15	Mon 1/26/15	132	
134	0%		Training and Registration	10 days	Tue 1/27/15	Mon 2/9/15	133	
135	0%		Go-Live Operation	3 days	Fri 3/27/15	Tue 3/31/15	127	
136	0%		Ongoing Operation Monitoring	30 days	Wed 4/1/15	Tue 5/12/15	135	
137								
138	0%		Rollout: Phase 2 Installation Facility Services, Message2you, and Media4you - (26 Facilities)	249 days	Wed 10/22/14	Mon 10/5/15		
139	100%		Site Survey	30 days	Wed 10/22/14	Tue 12/2/14	68FS+10 days	
140	0%		Create Installation/Provisioning Plan	1 day	Wed 12/3/14	Wed 12/3/14	139	
141	0%		Create Implementation Plan	1 day	Thu 12/4/14	Thu 12/4/14	140	
142	0%		Create Risk Mitigation Plan	1 day	Fri 12/5/14	Fri 12/5/14	141	
143	0%		Create Operational Support Management Plan	1 day	Mon 12/8/14	Mon 12/8/14	142	
144	0%		Review/Approval of above items	1 day	Tue 12/9/14	Tue 12/9/14	143	
145	0%		Network and Power Installation	90 days	Tue 1/27/15	Mon 6/1/15	124	
146	0%		Kiosk/Server Installation	90 days	Tue 1/27/15	Mon 6/1/15	124	
147	0%		Testing	30 days	Tue 6/2/15	Mon 7/13/15	146	
148	0%		Training and Registration	30 days	Tue 7/14/15	Mon 8/24/15	147	
149	0%		Go-Live Operation	30 days	Tue 8/25/15	Mon 10/5/15	148	
150								
151	0%		Rollout: Phase 3 Installation of Commissary (Per Facility)	11 days	Tue 10/6/15	Tue 10/20/15		
152	0%		Creation of Commissary Implementation Plan	1 day	Tue 10/6/15	Tue 10/6/15	149	

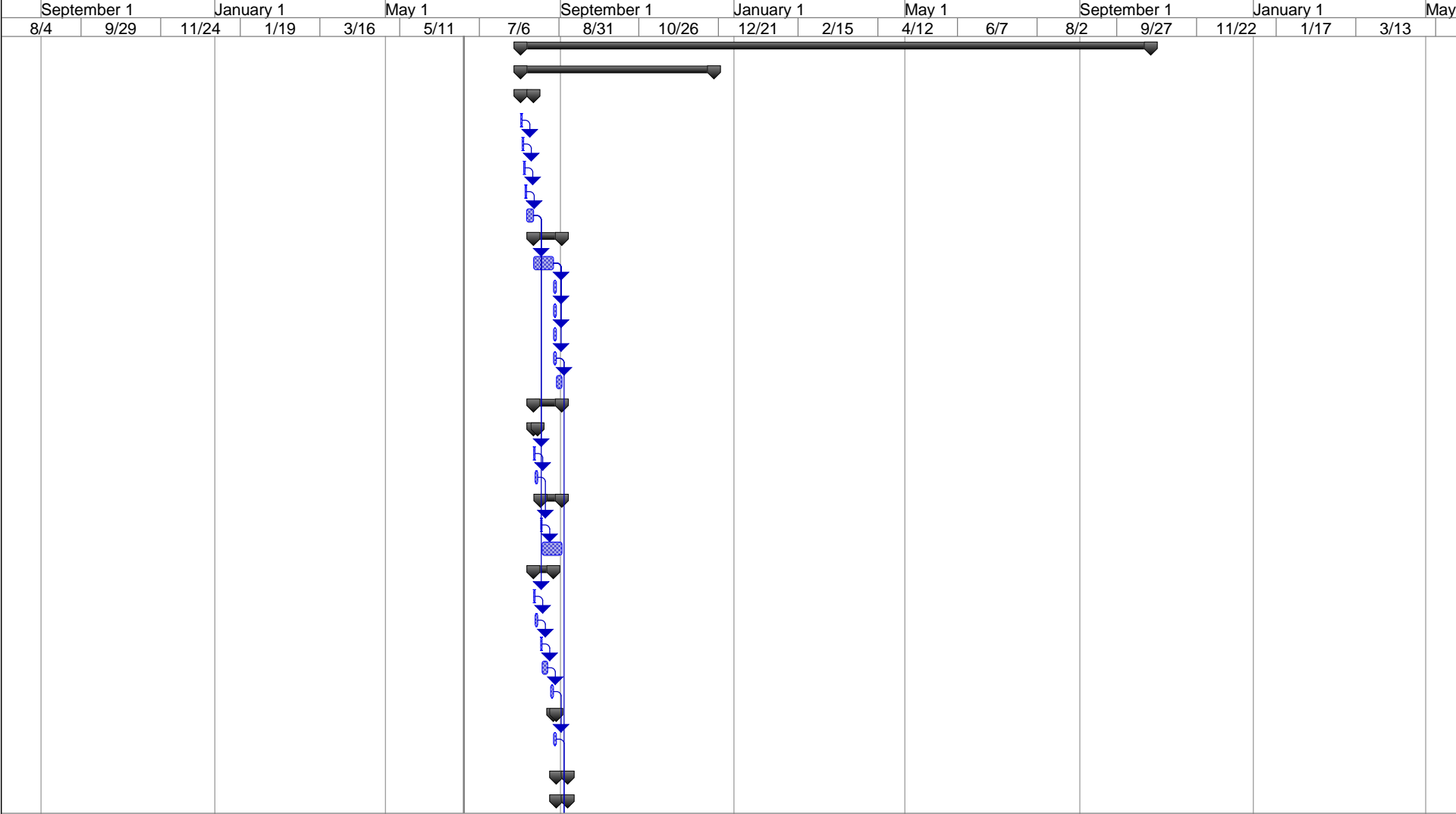
Project: Inmate Banking Date: Wed 6/25/14	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Progress	
	External Tasks		Duration-only		Deadline	

PADOC InPod/Lobby Kiosk Implementation Plan

ID	% Work Complete	Task Name	Duration	Start	Finish	Predecessors	
							6/9
153	0%	Commissary Installation on Kiosks	4 days	Wed 10/7/15	Mon 10/12/15	152	
154	0%	Testing	2 days	Tue 10/13/15	Wed 10/14/15	153	
155	0%	Training (Per Facility)	3 days	Thu 10/15/15	Mon 10/19/15	154	
156	0%	Go-Live	1 day	Tue 10/20/15	Tue 10/20/15	155	

Project: Inmate Banking Date: Wed 6/25/14	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Progress	
	External Tasks		Duration-only		Deadline	

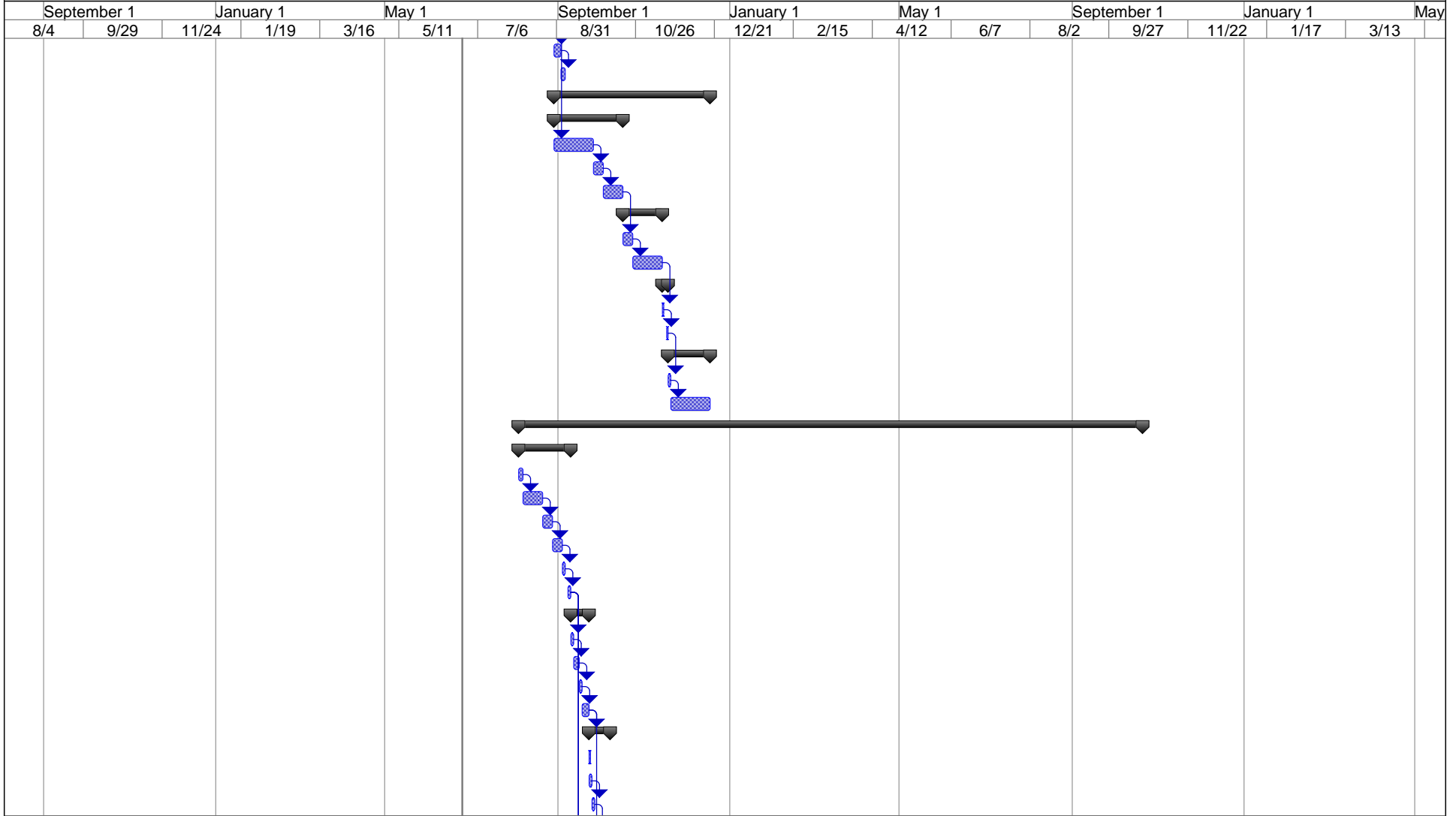
PADOC InPod/Lobby Kiosk Implementation Plan



Project: Inmate Banking
Date: Wed 6/25/14

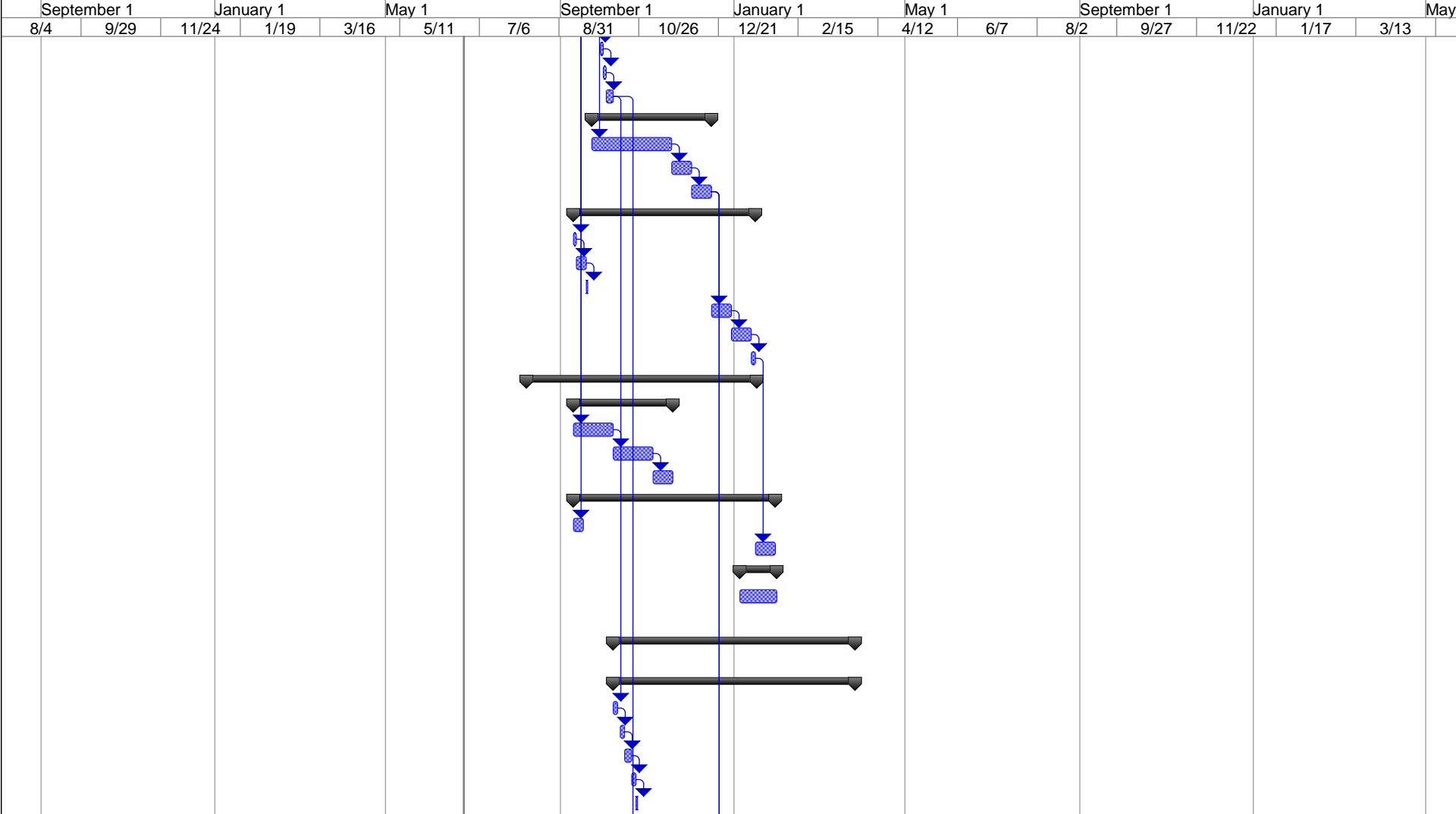
Task		External Milestone		Manual Summary Rollup	
Split		Inactive Task		Manual Summary	
Milestone		Inactive Milestone		Start-only	
Summary		Inactive Summary		Finish-only	
Project Summary		Manual Task		Progress	
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PADOC InPod/Lobby Kiosk Implementation Plan



Project: Inmate Banking Date: Wed 6/25/14	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Progress	
	External Tasks		Duration-only		Deadline	

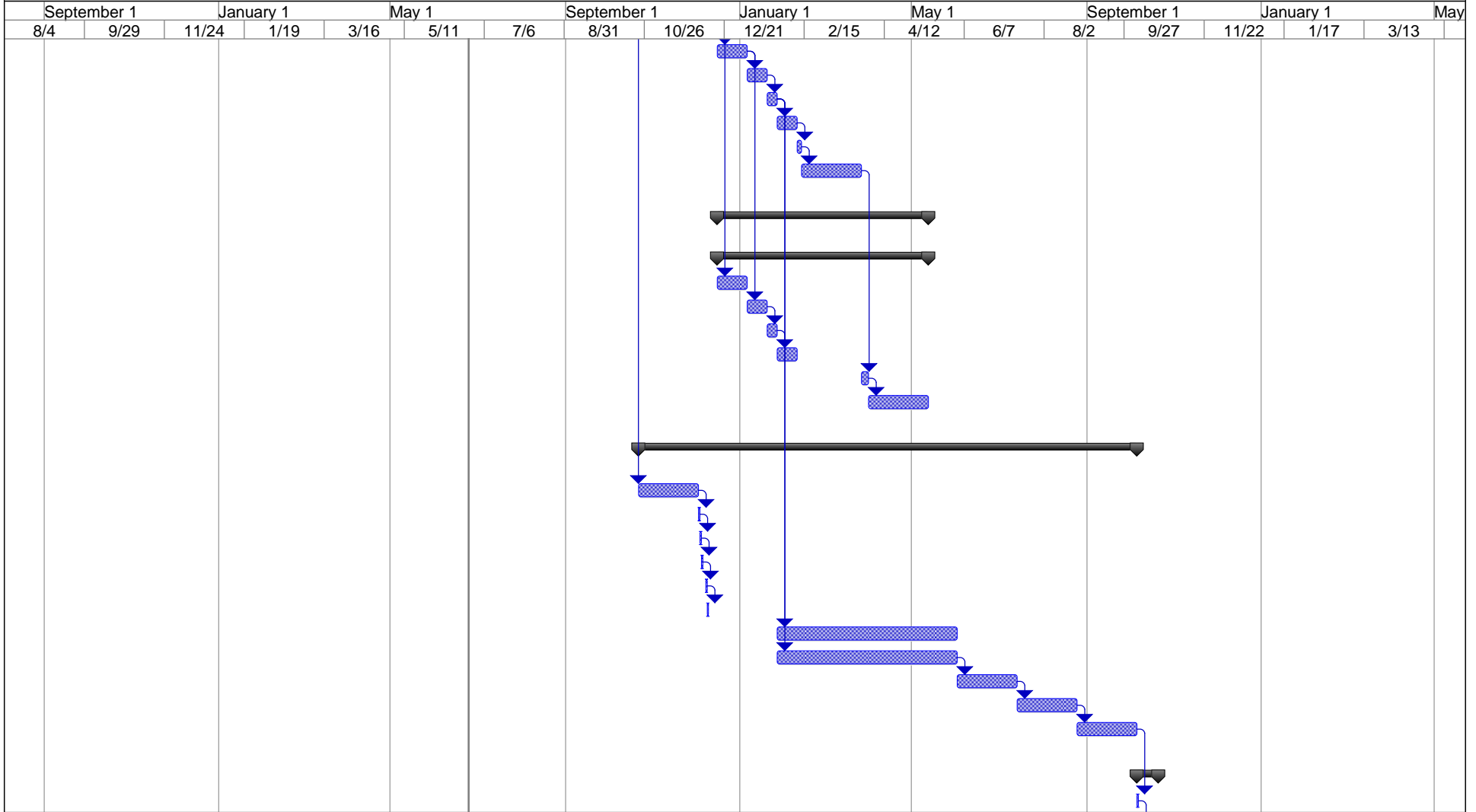
PADOC InPod/Lobby Kiosk Implementation Plan



Project: Inmate Banking
Date: Wed 6/25/14

Task		External Milestone		Manual Summary Rollup	
Split		Inactive Task		Manual Summary	
Milestone		Inactive Milestone		Start-only	
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Project Summary		Manual Task		Progress	
External Tasks		Duration-only		Deadline	

PADOC InPod/Lobby Kiosk Implementation Plan





















Project: Inmate Banking Date: Wed 6/25/14	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Progress	
	External Tasks		Duration-only		Deadline	

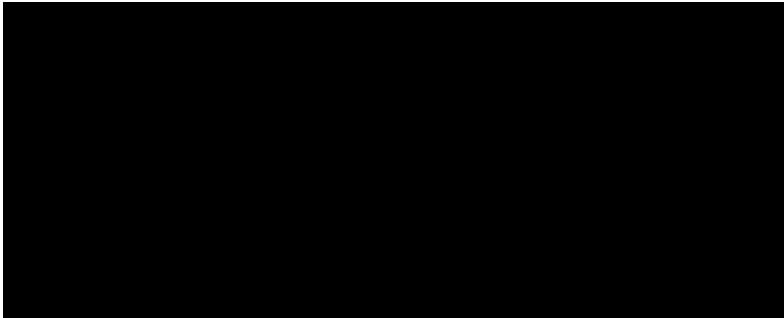
PADOC InPod/Lobby Kiosk Implementation Plan

September 1			January 1			May 1			September 1			January 1			May 1			September 1			January 1			May 1		
8/4	9/29	11/24	1/19	3/16	5/11	7/6	8/31	10/26	12/21	2/15	4/12	6/7	8/2	9/27	11/22	1/17	3/13	5/8	7/3	9/27	11/21	1/15	3/10	5/4	7/29	9/23
<div style="position: relative; width: 100%; height: 100%;"> <!-- A vertical sequence of blue task icons is located in the 14th column, spanning from the 9/27 date line down to the bottom of the chart area. --> </div>																										

Project: Inmate Banking
Date: Wed 6/25/14

Task		External Milestone		Manual Summary Rollup	
Split		Inactive Task		Manual Summary	
Milestone		Inactive Milestone		Start-only	
Summary		Inactive Summary		Finish-only	
Project Summary		Manual Task		Progress	
External Tasks		Duration-only		Deadline	

GTEL Acquisition
Corp. and Subsidiaries



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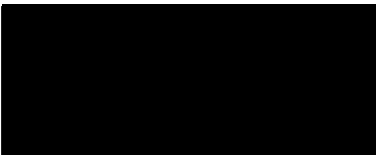
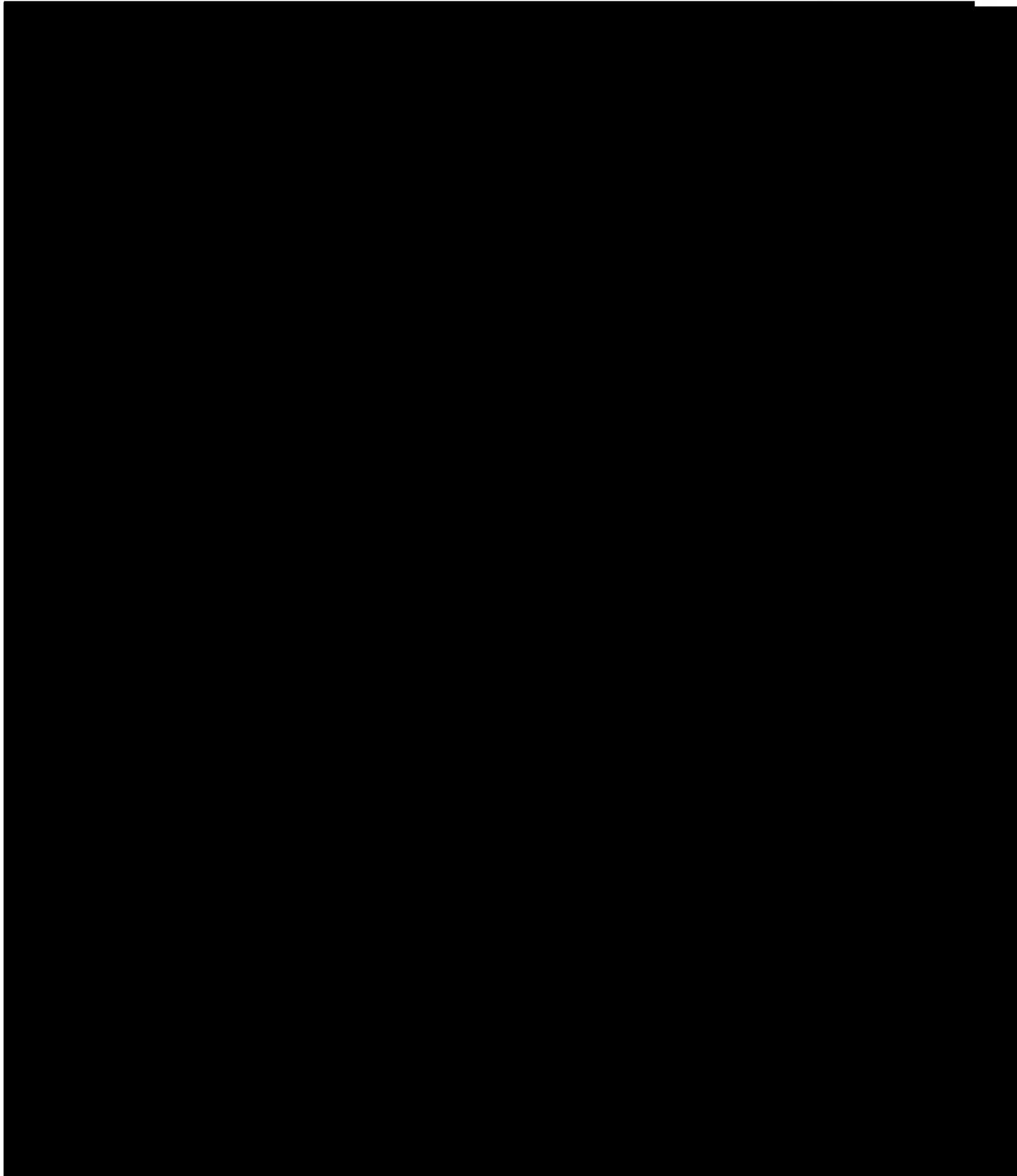
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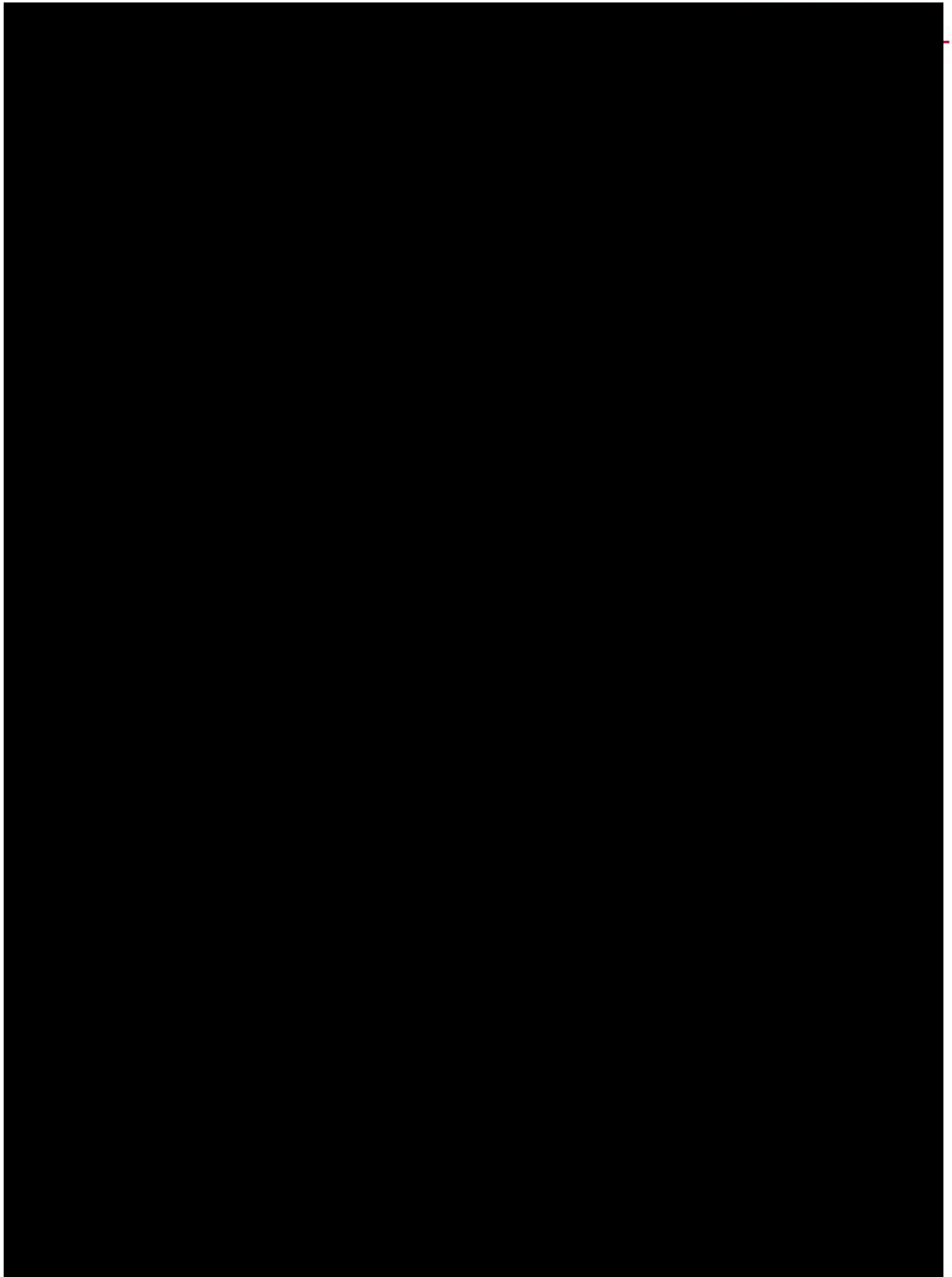
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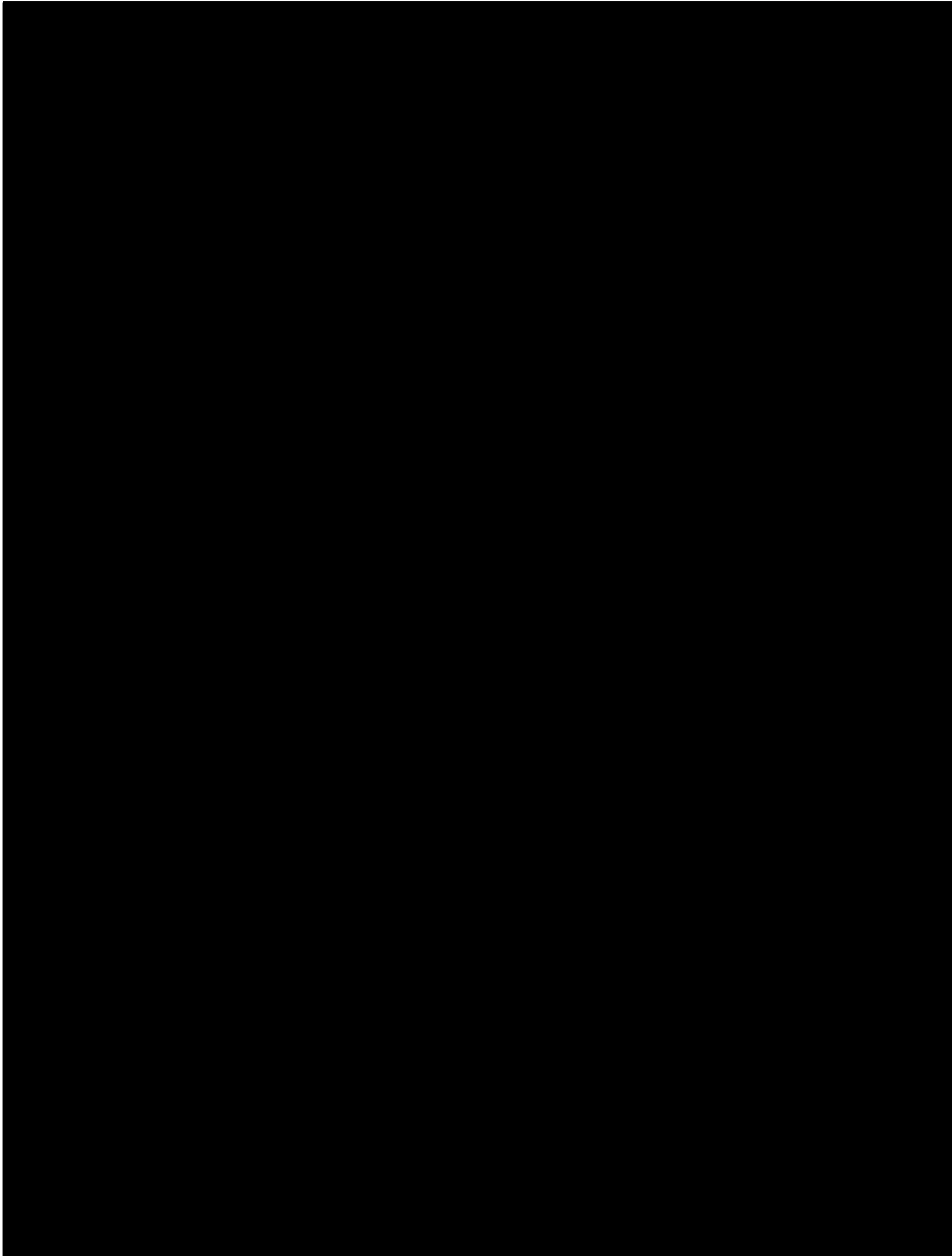
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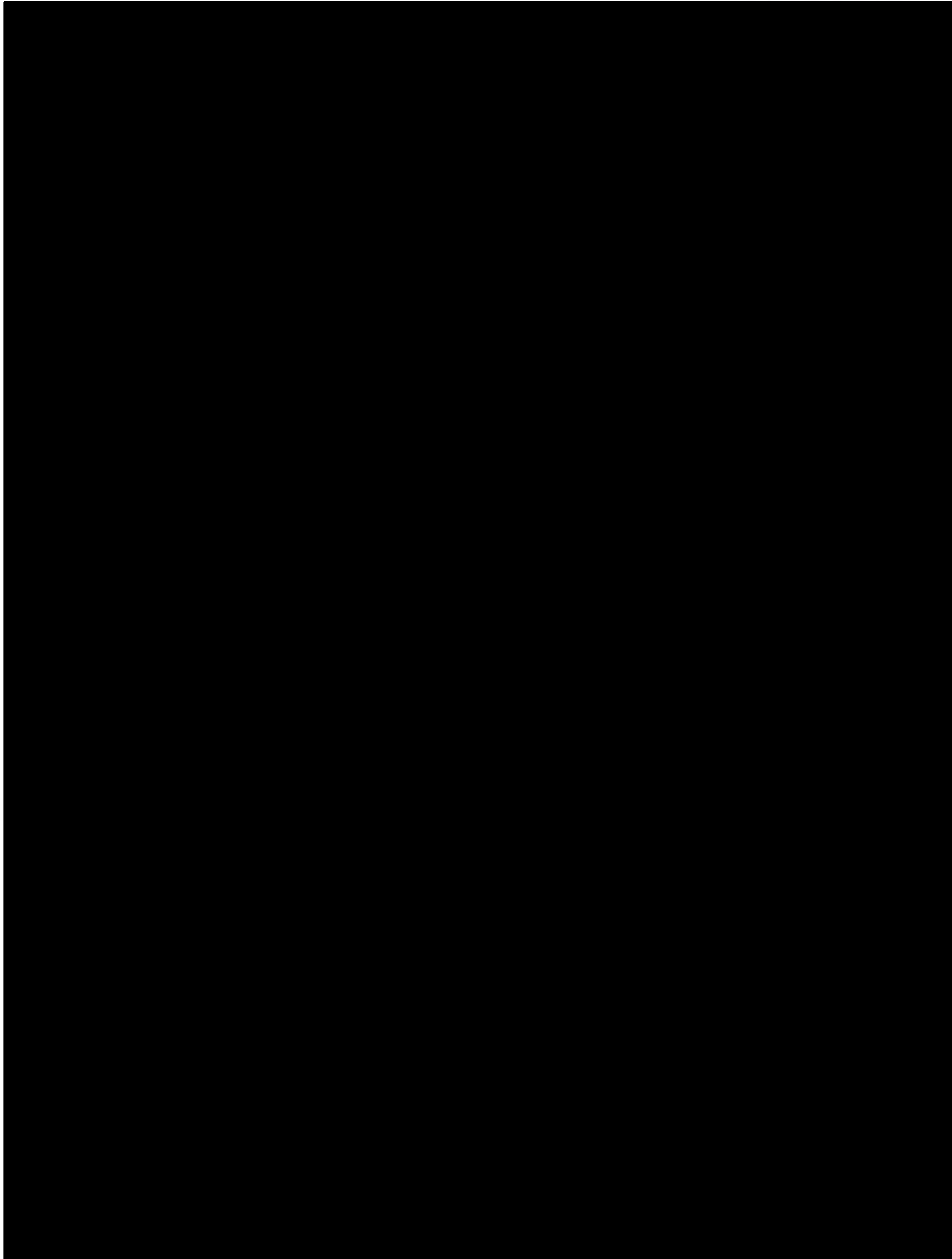
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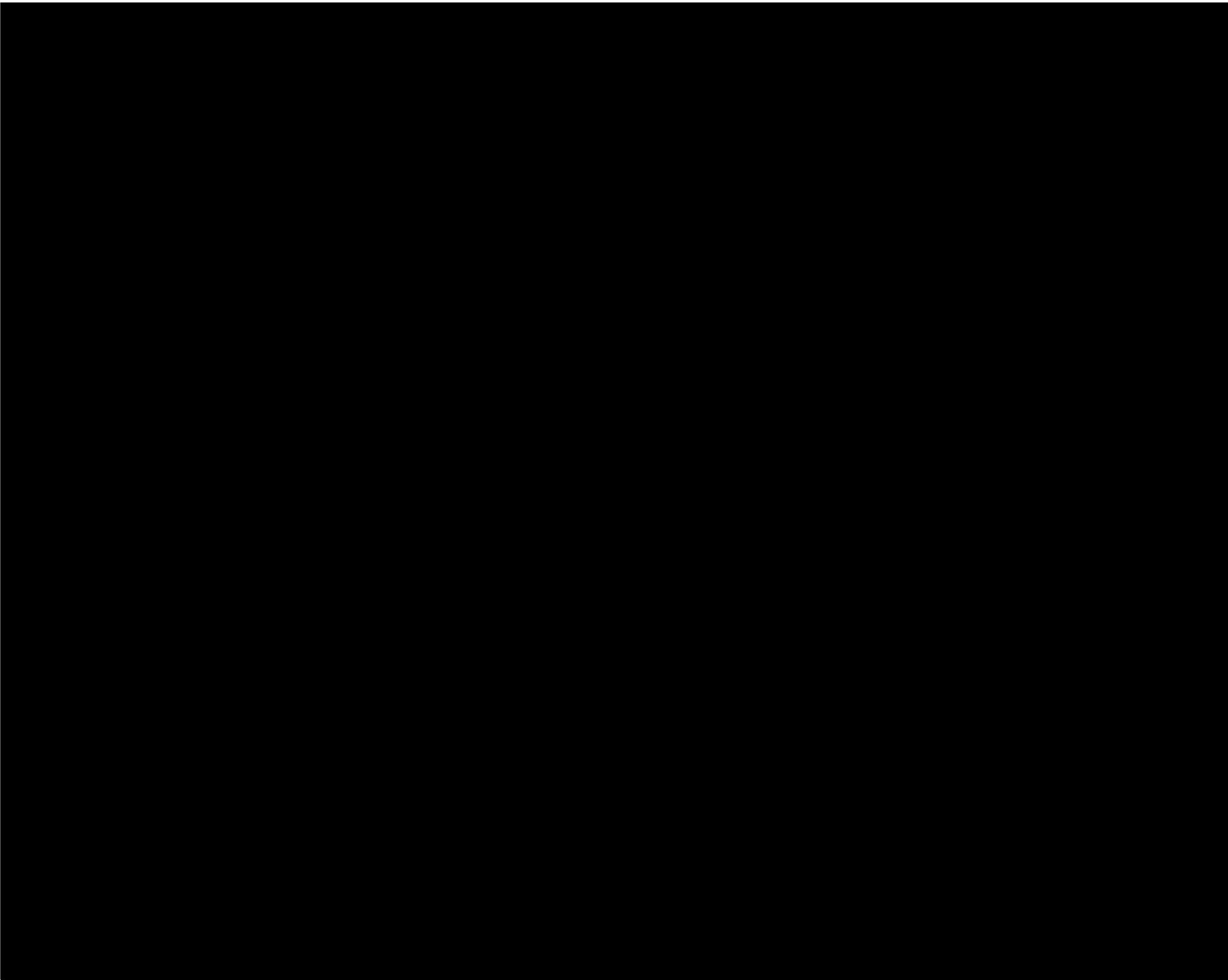
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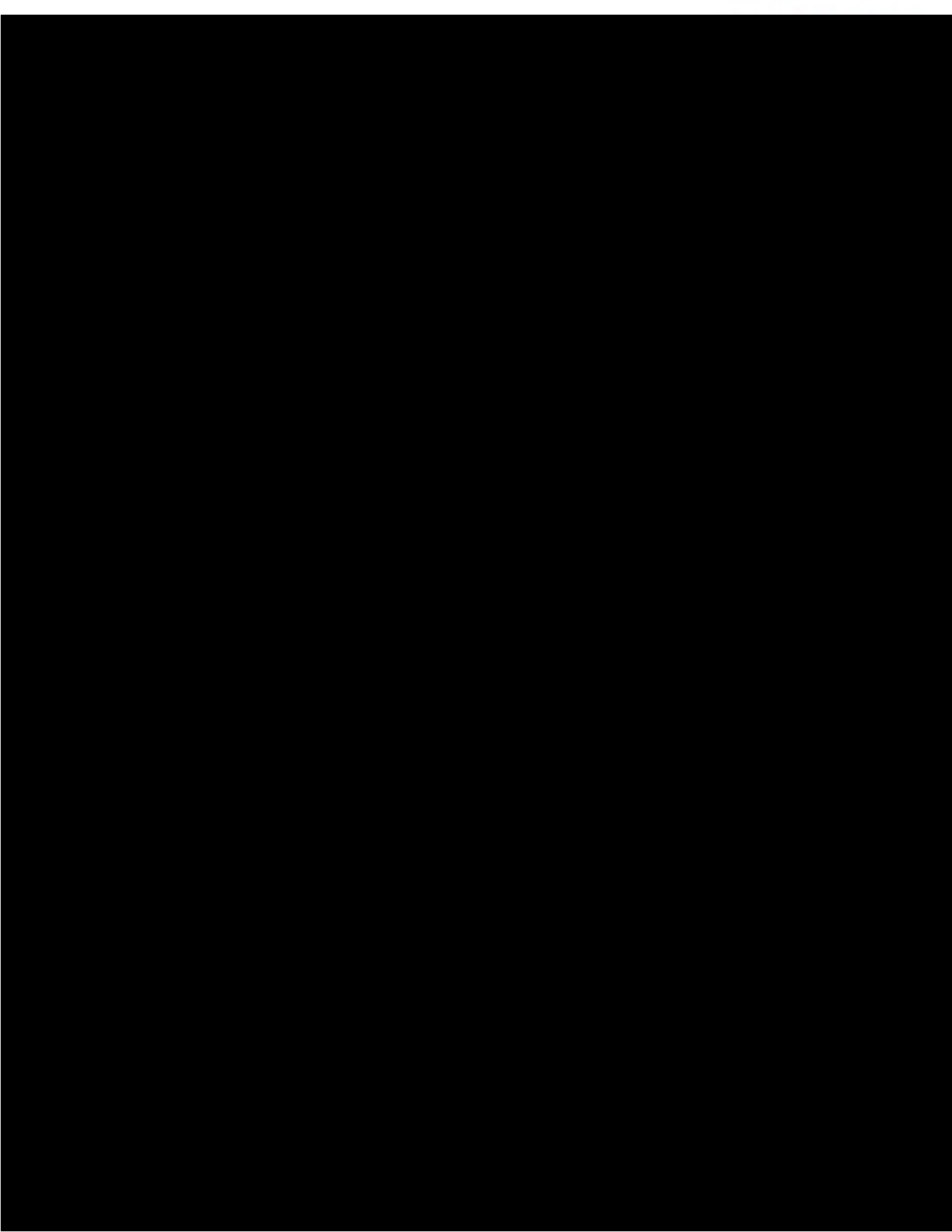


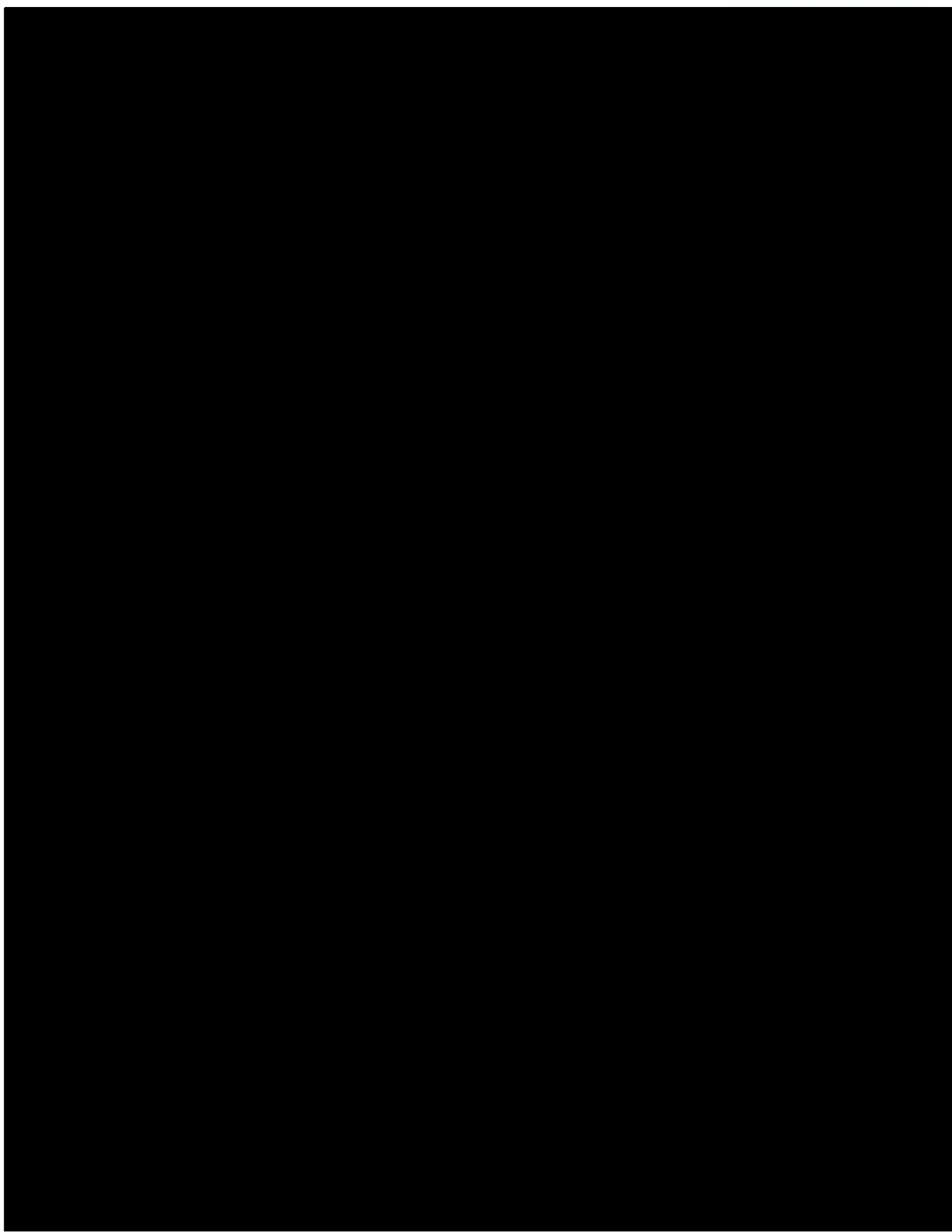


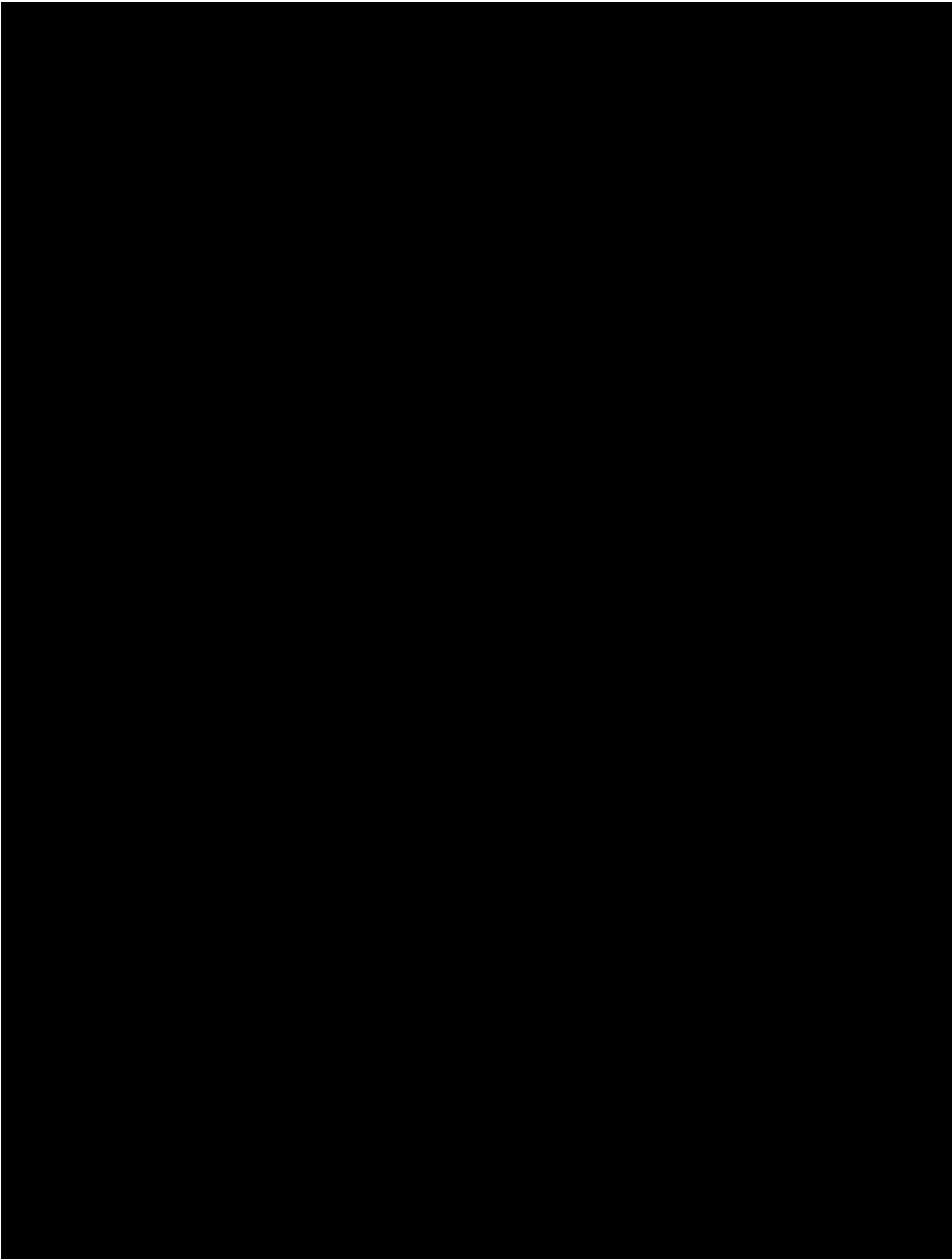


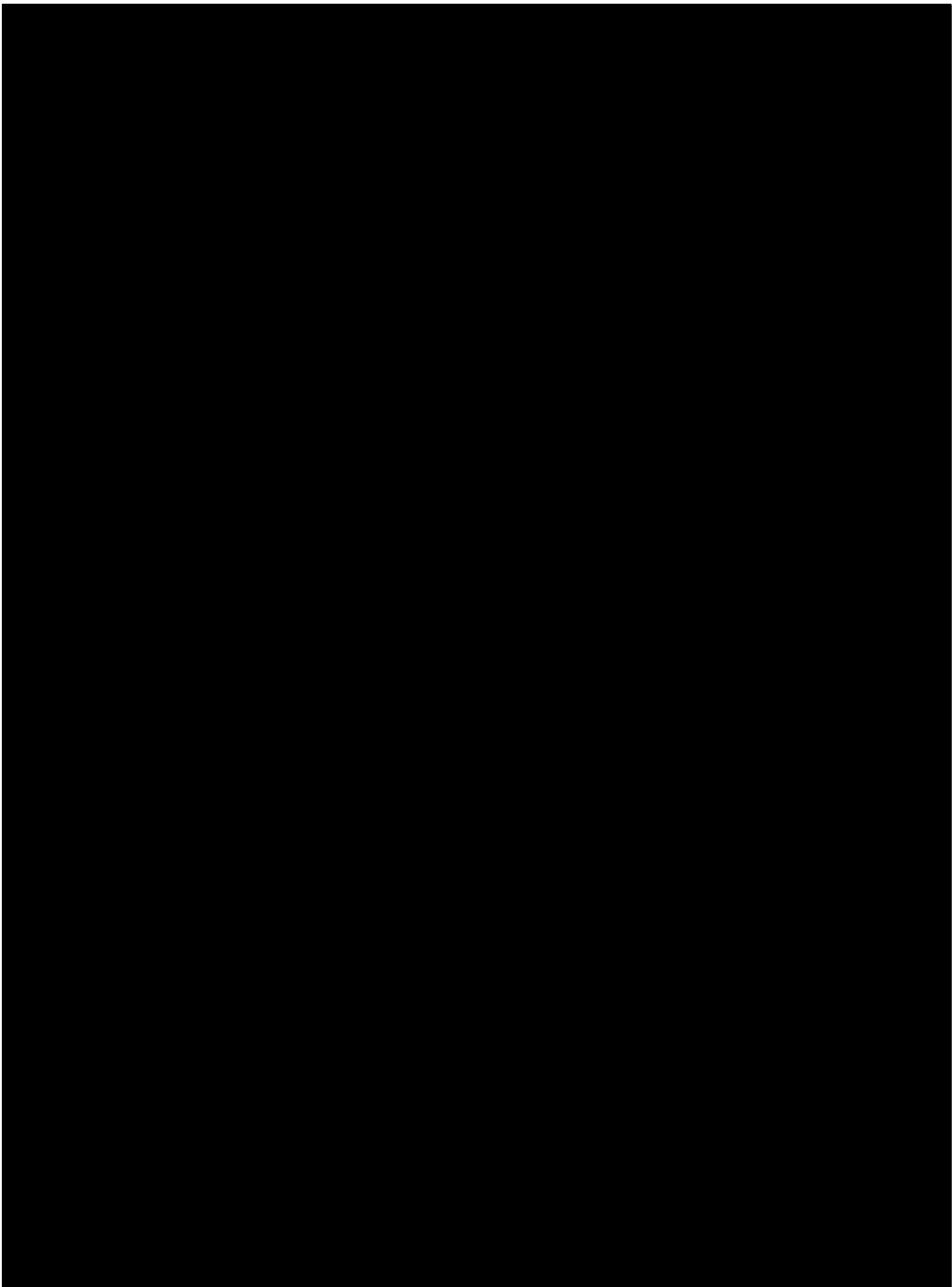


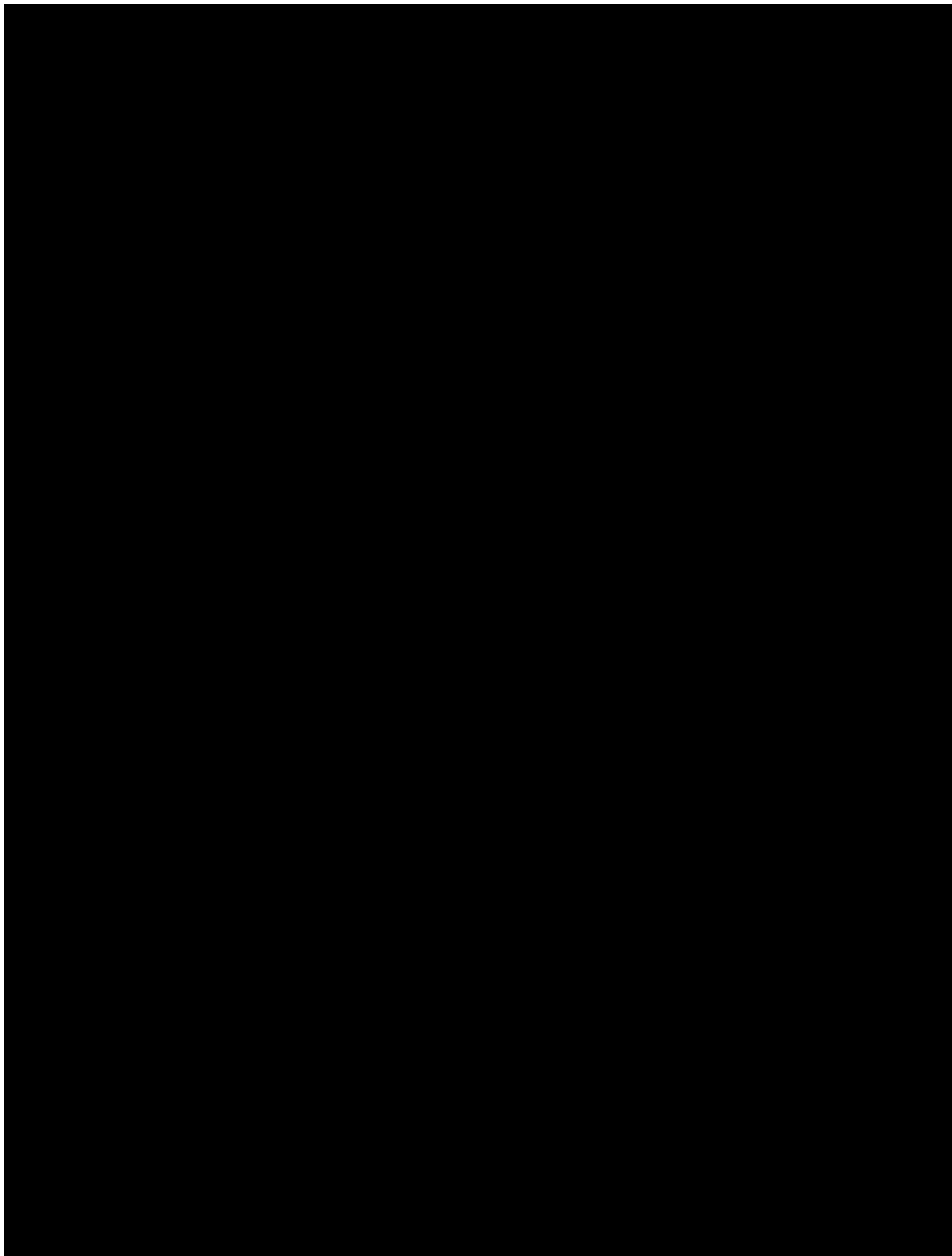


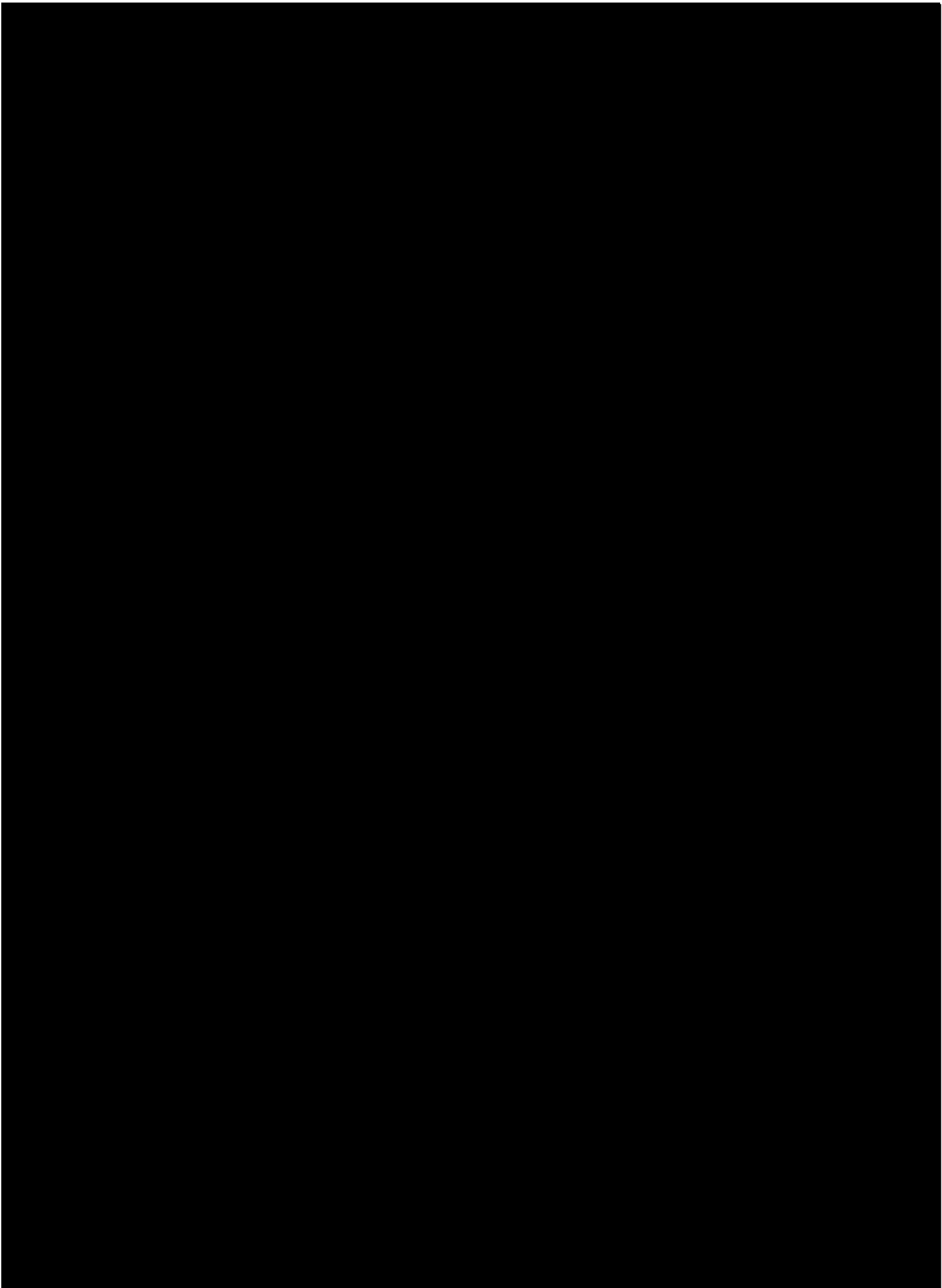


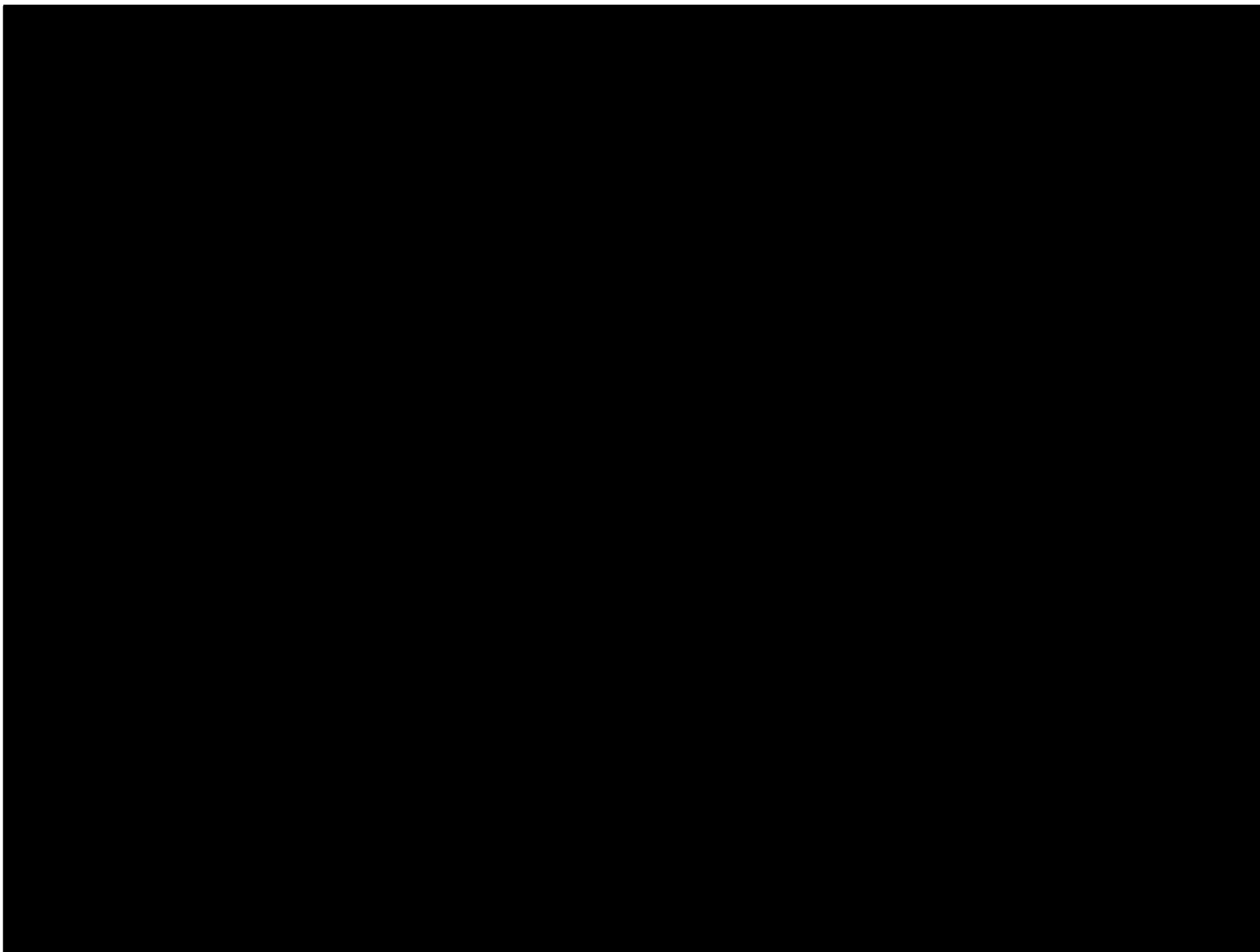


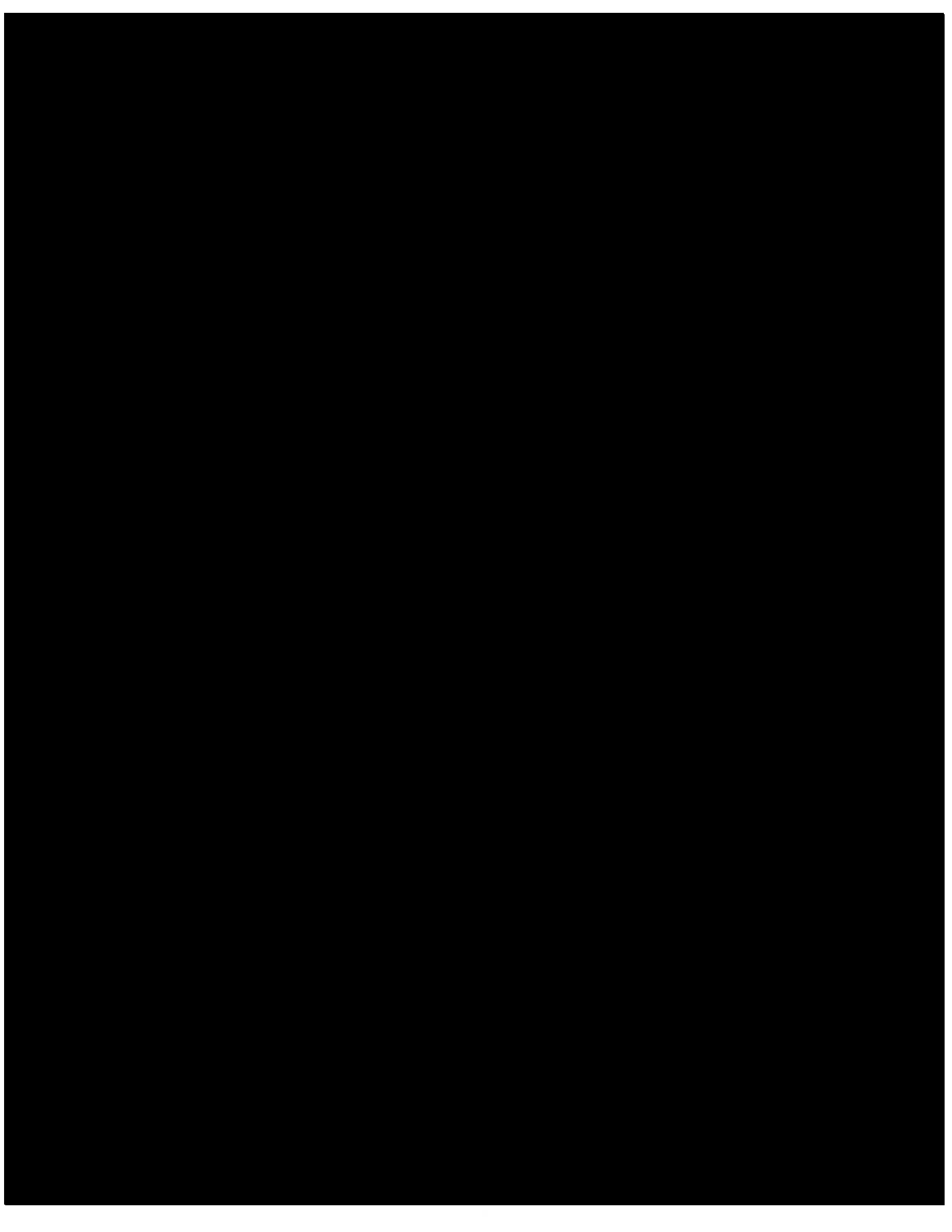


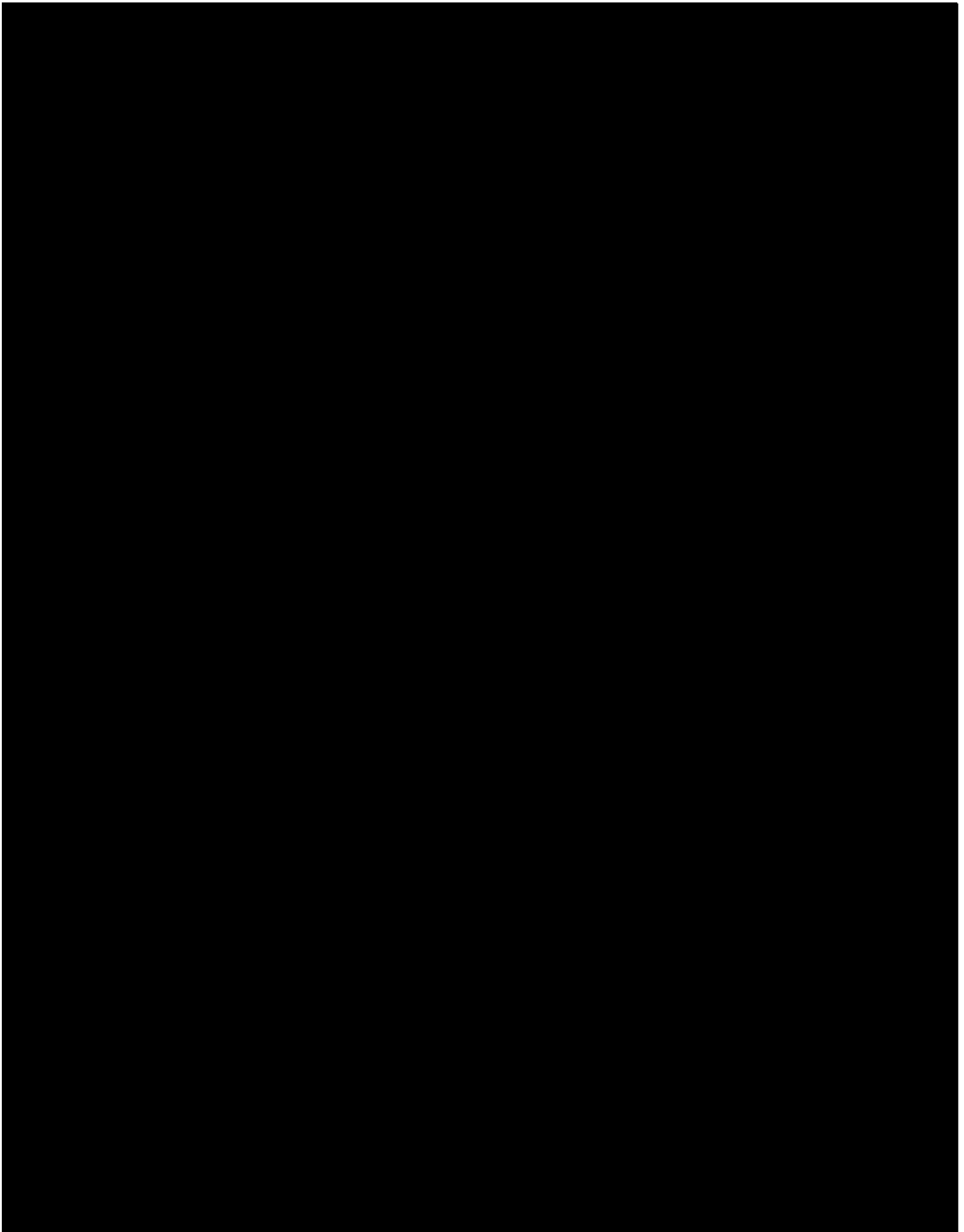


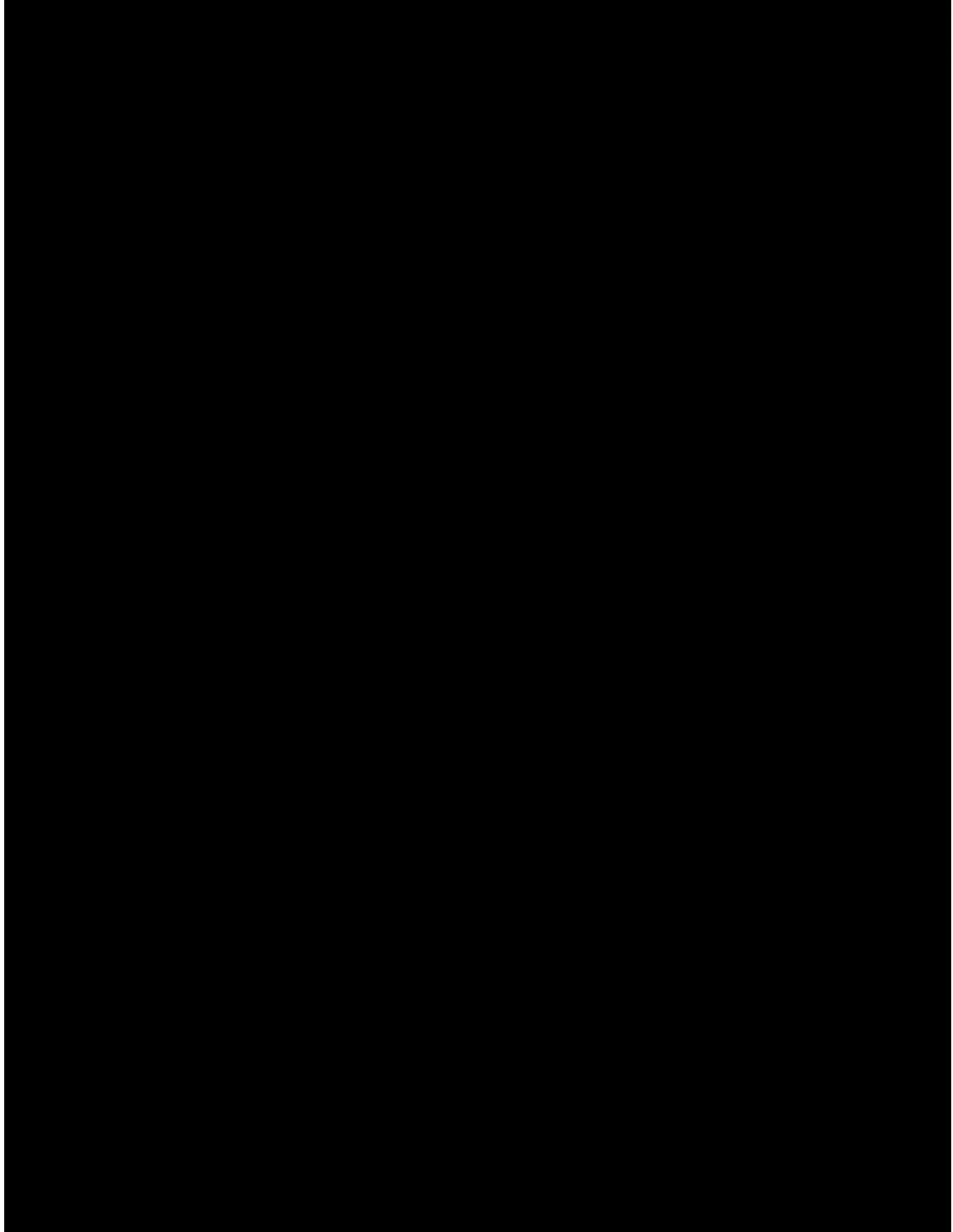


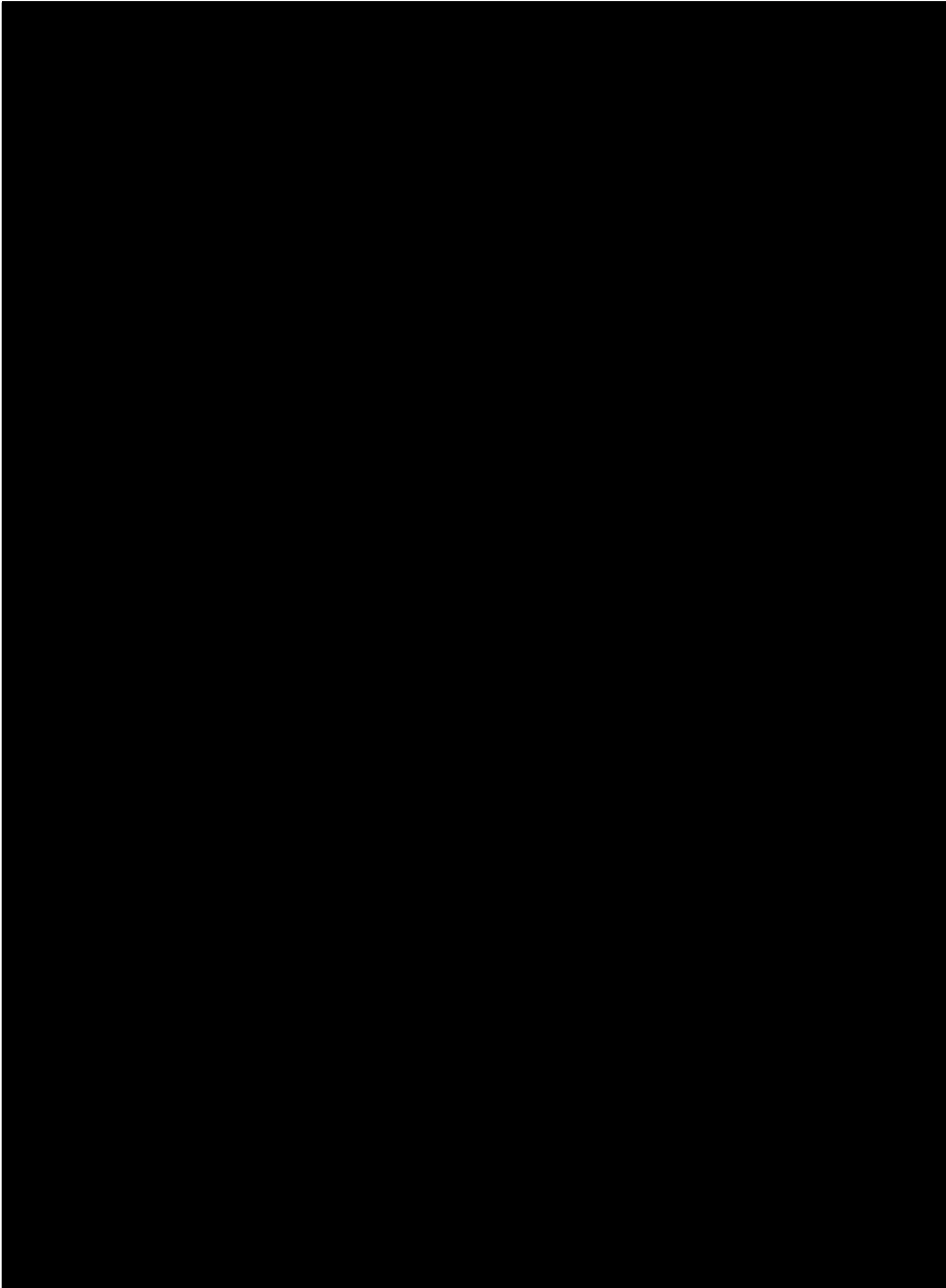


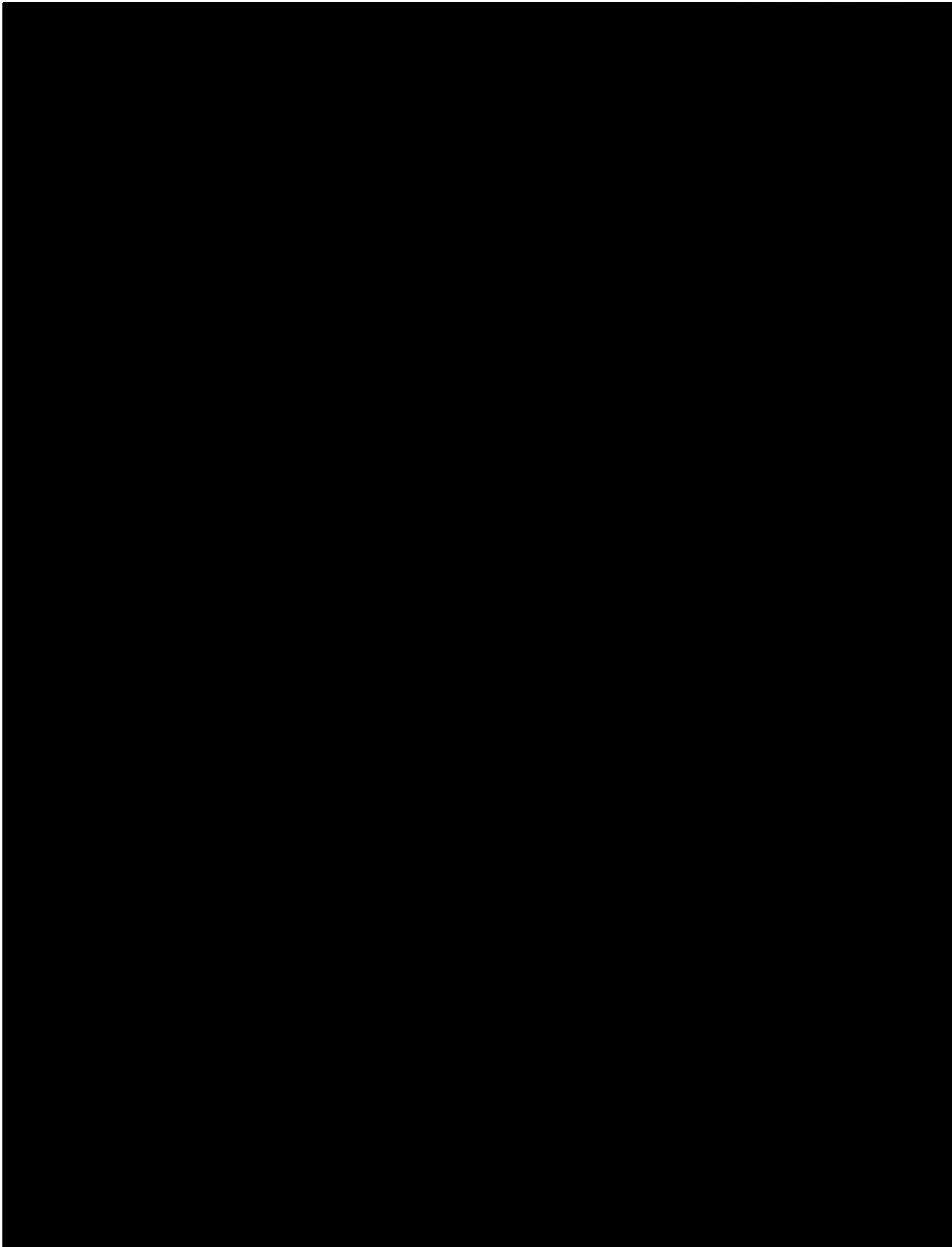












the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million (19.5% of the population).

There is a growing awareness of the need to address the needs of older people, and the Government has set out a strategy for the 21st century in the White Paper on *Ageing Better: The Government's Strategy for Older People* (Department of Health 1999). This strategy is based on the following principles:

- Older people should be able to live independently and actively in their own homes.
- Older people should be able to live in their own communities.
- Older people should be able to live in their own homes and communities for as long as possible.
- Older people should be able to live in their own homes and communities with dignity and respect.

The White Paper also sets out a number of key objectives for the Government, including:

- To ensure that older people are able to live independently and actively in their own homes.
- To ensure that older people are able to live in their own communities.
- To ensure that older people are able to live in their own homes and communities for as long as possible.
- To ensure that older people are able to live in their own homes and communities with dignity and respect.

The White Paper also sets out a number of key actions for the Government, including:

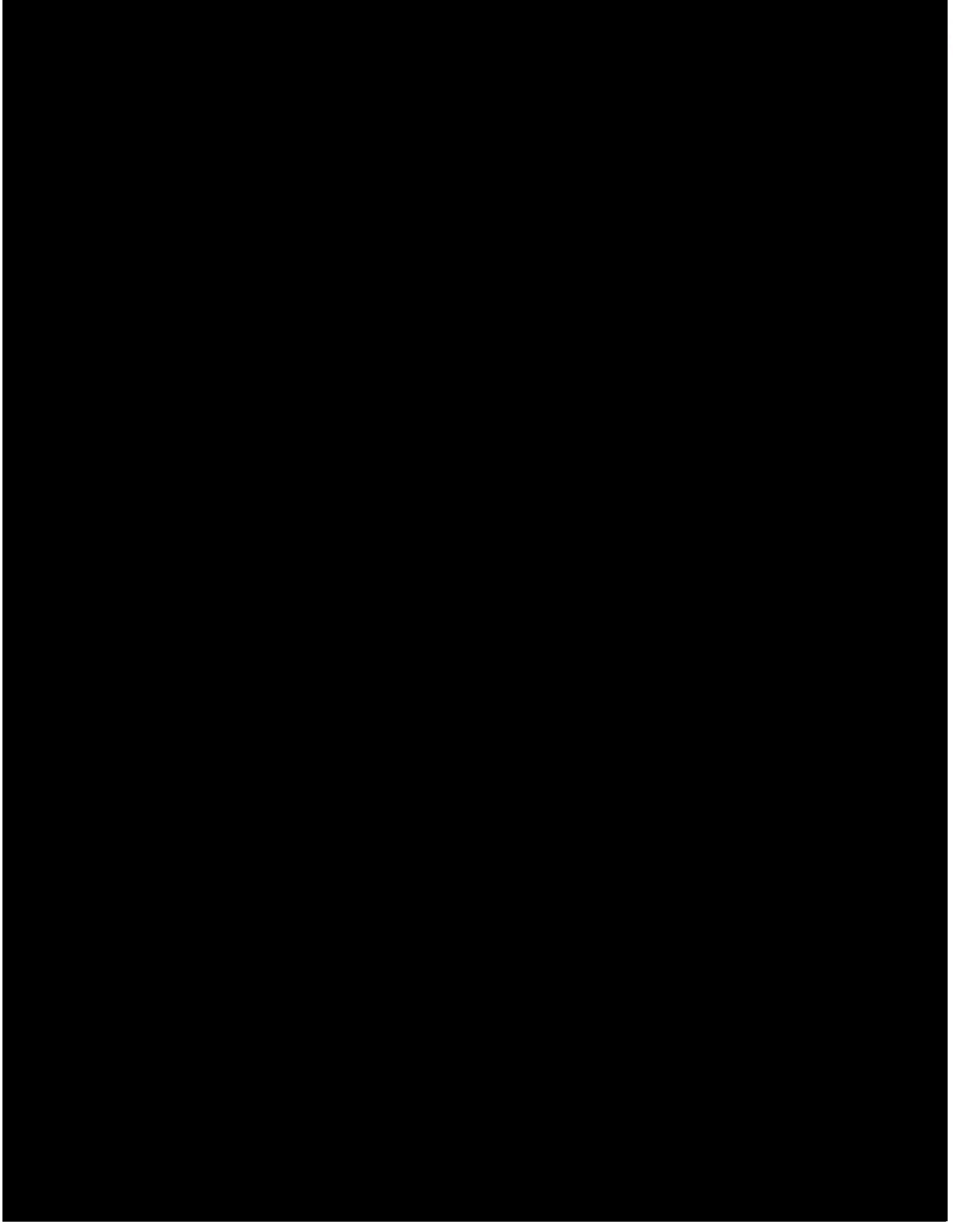
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- To ensure that older people are able to live in their own communities.
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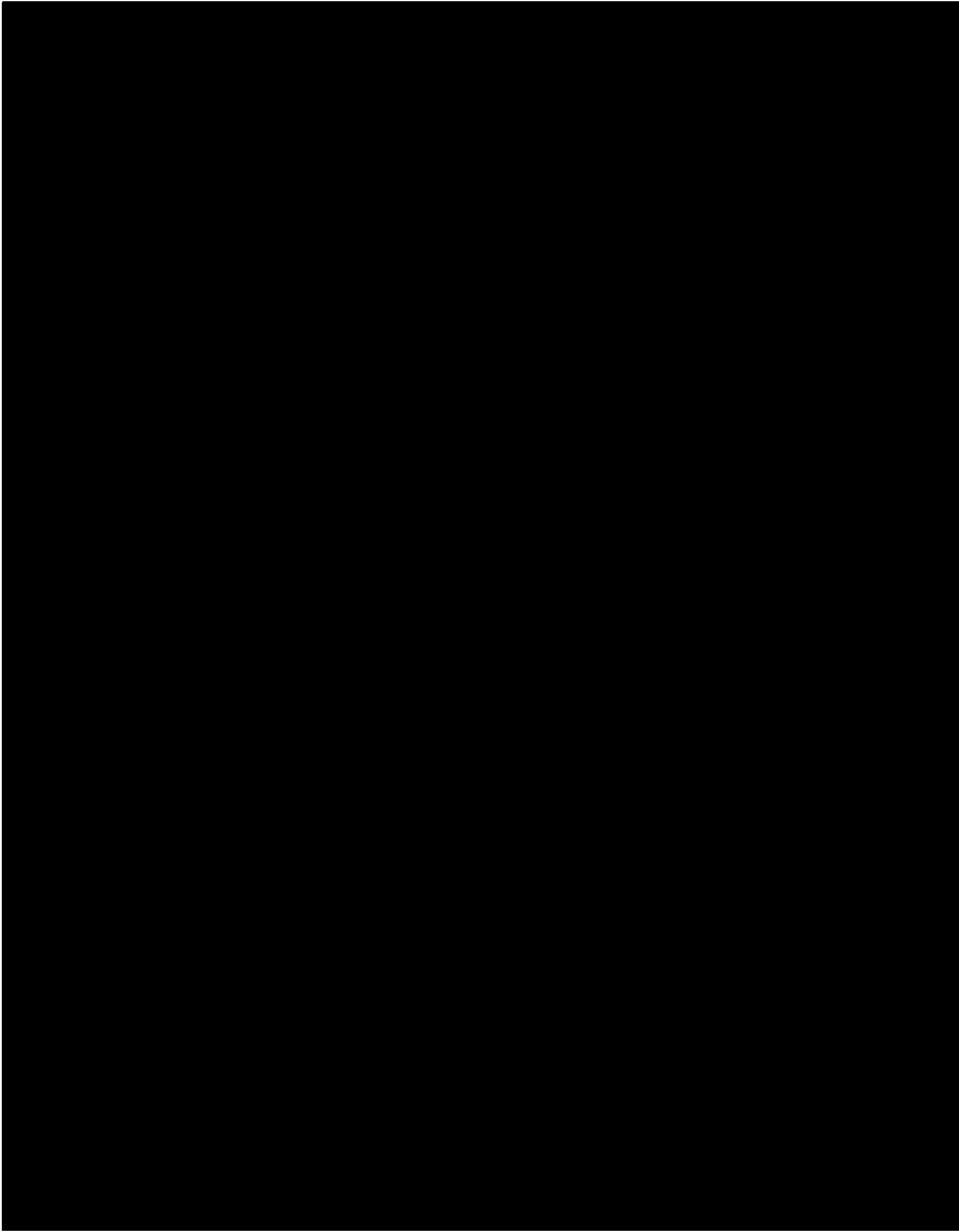
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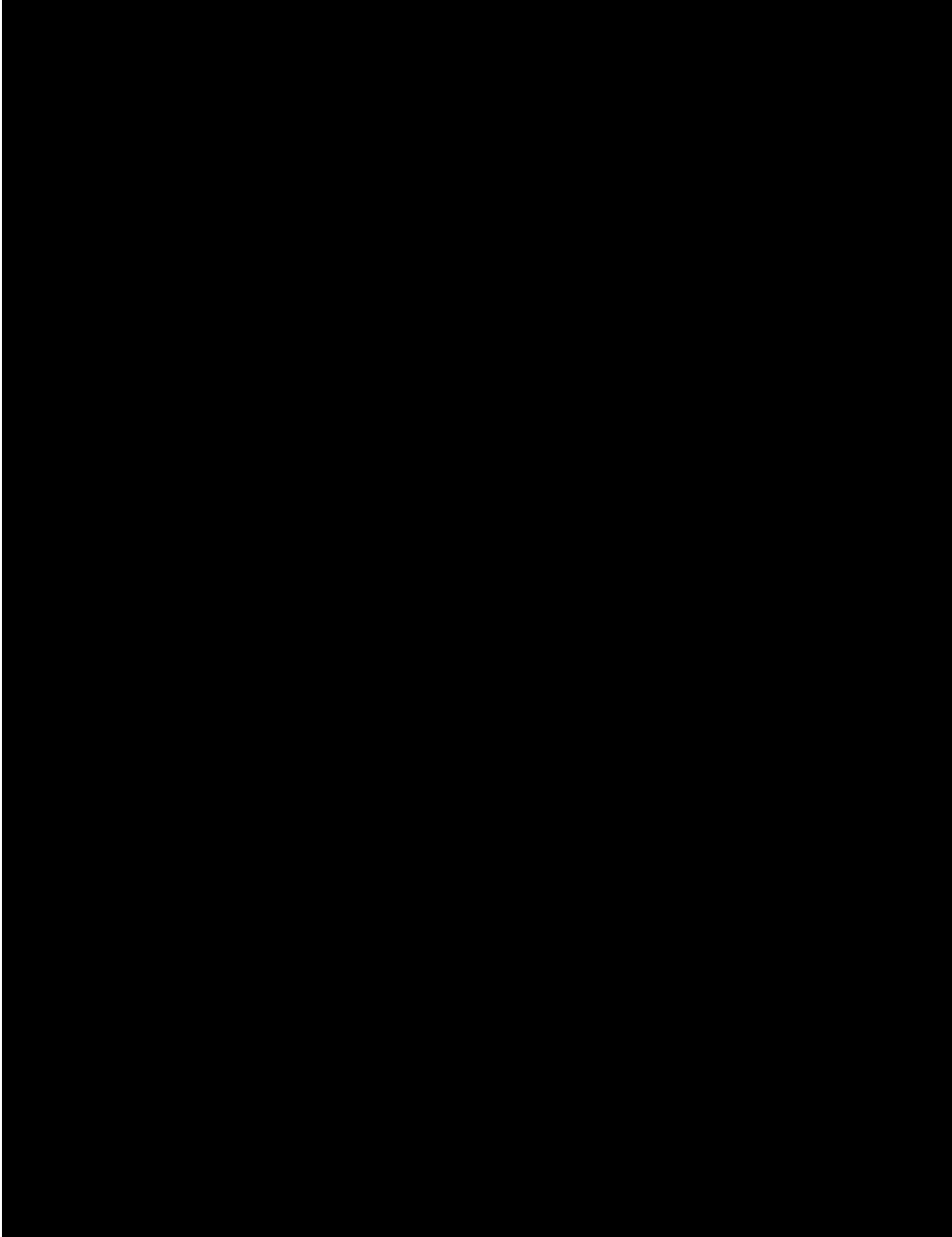
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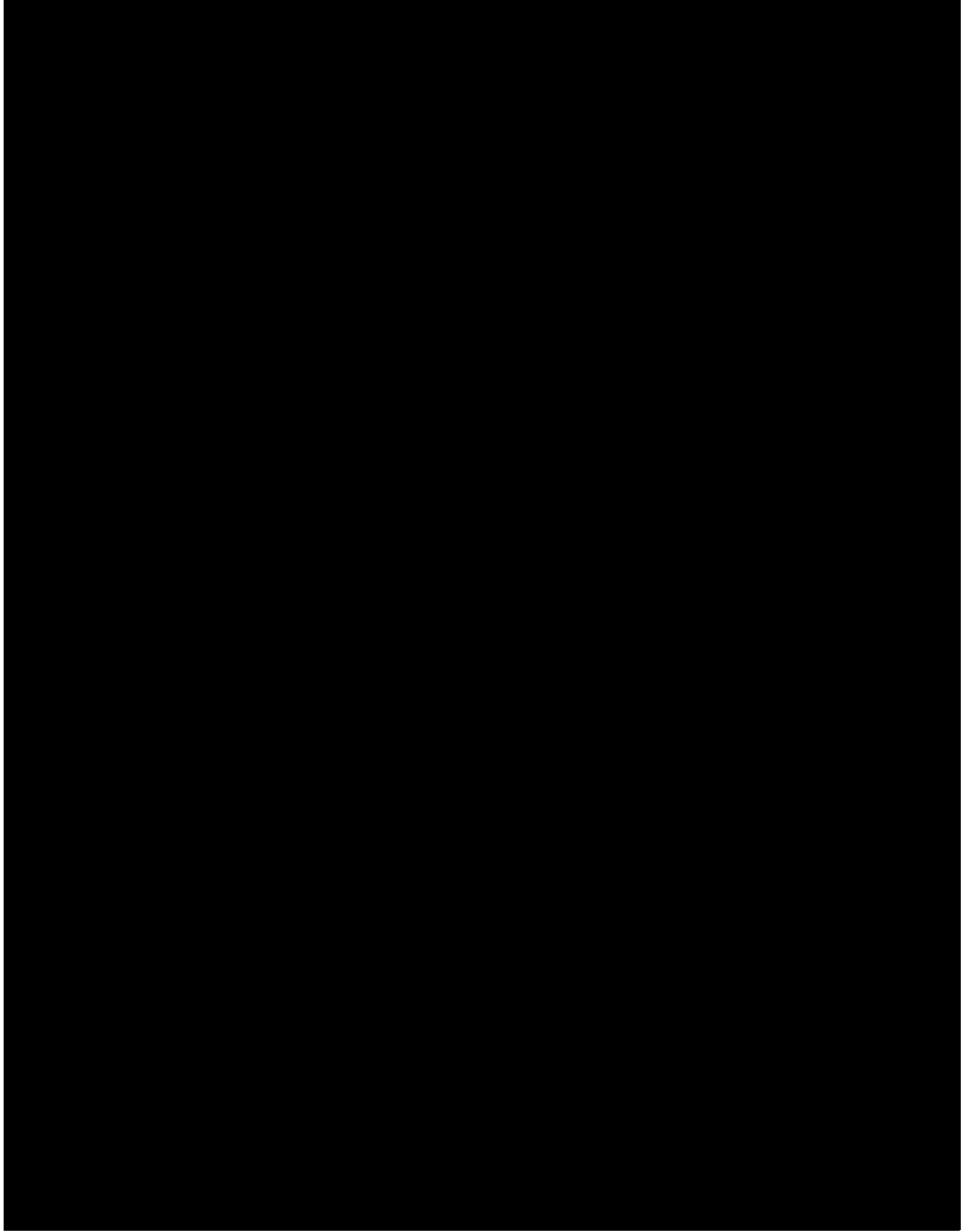
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- To ensure that older people are able to live in their own homes and communities for as long as possible.
- To ensure that older people are able to live in their own homes and communities with dignity and respect.











GTL Genesis™ 116-PA (16 GB)



Physical Specifications:

Case:	Clear corrections grade case with "Flat" form factor, secured on all sides. Case utilizes eight (8) security screws and contains tamper indicating marks.
Display:	7 inch capacitive multi-touch 800x450 resolution color screen with white LED backlight
Keyboard:	Internal software keyboard
Processor:	CPU (Allwinner)
Memory:	512 MB
Flash Memory:	16 GB
Manufacturer:	GTL
Part Number:	G116-PA

Hardware Capabilities:

Radio:	Digital FM Radio Receiver
Power:	NiMH battery pack hardwired to circuit board.
Accelerometer:	G-Sensor for screen orientation
Hardware Omitted:	Camera, microphone, audio recording components, NFC, wireless components, Bluetooth, VPN, flash memory card slot, WLAN, cell phone components

Expansion and Connectivity:

Expansion Slots:	None
Interfaces:	1x Headphones
HDMI:	None
USB:	1x Micro-B USB 2.0 (only connects to GTL kiosk)
AC Power:	1x AC power port for use with GTL clear plastic AC/DC power supply with round barrel connector

Software and Multimedia:

Operating System:	Proprietary Android-based GTL operating system with secure boot loader IC. Not compatible with any other available OS. Security software image removes timer/clocks/stopwatch functions, APK file extensions, PDF writer, file transfer operations (except with kiosk).
Preloaded Software:	GTL Genesis in-pod software (Media Link, Message Link, Commissary Ordering, Trust Fund Balance Check, Security Software, other facility required software)
Digital Video Formats:	H.264 Main Profile Level 3.1 (up to 720p), MPEG-4, MPEG-4 ASP (up to 720p), WMV 9 (up to 720p), Motion JPEG
Digital Audio Formats:	MP3, WMA, AAC, AAC+, WAV, OGG, FLAC

Accessories and Warranty:

Included Items:	Clear one-piece power adapter, clear headphones, silicone case
Warranty:	1 year limited warranty on tablet, 3 month battery warranty

System Requirements for Tablet Connection to Kiosk:

OS Requirement:	Microsoft® Windows 7
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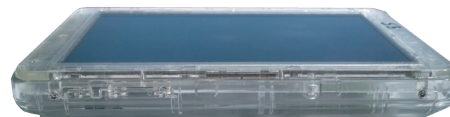
7" Capacitive 800 x 450 resolution multi-touch LED Screen

Clear, fully enclosed corrections grade housing

Proprietary GTL Operating System w/ secure boot loader IC

Preloaded with GTL Genesis in-pod software that includes:

- ~ Media Link
- ~ Message Link
- ~ Commissary Ordering
- ~ Trust Fund Balance Check
- ~ Security Software
- ~ Other facility required software





GTL Genesis™ In-Pod Kiosk



Physical Specifications:

Case: Hardened steel with a hidden inner hinge, Torx head security bolts and 1/4" shatter resistant Lexan® polycarbonate. Integrated seal and drain system to channel spilled liquids away from sensitive electronics. Heavy duty surge protector for internal components. Case is water and dust resistant.

Case Dimensions: 22.5" tall by 17.25" wide by 7.85" deep

Display: 17 inch touchscreen LCD flat panel color monitor

Manufacturer: GTL

Part Number: G200-PA

Hardware:

Screen: Touchscreen

Keyboard: Internal software keyboard

Power: A/C Power

Hardware Omitted: Camera

Mounting: Wall mountable

Connectivity:

Interfaces: Connection for tablet

HDMI: DisplayPort HDMI interface

Network: Network capable with RJ45

Firewall: Firewall between kiosk and server

Software:

Operating System: GTL Genesis operating system

Preloaded Software: GTL Genesis in-pod software

Warranty:

Warranty: Warranty for life of the contract

17" LED Touchscreen

Corrections grade hardened steel housing

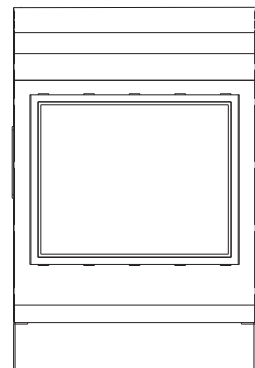
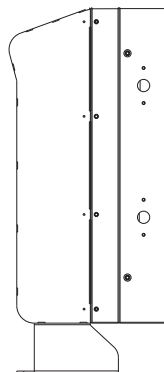
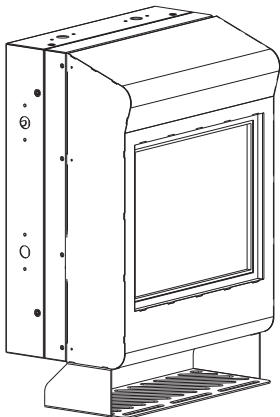
Water and dust resistant

Tablet charging and file transfer docking station

Wall Mountable

GTL Genesis Operating System

Preloaded with GTL Genesis in-pod software





II-9. Small Diverse Business Participation Submittal.

1. To receive credit for being a Small Diverse Business or for subcontracting with a Small Diverse Business (including purchasing supplies and/or services through a purchase agreement), an Offeror must include proof of Small Diverse Business qualification in the Small Diverse Business participation submittal of the proposal, as indicated below:

- a)** A Small Diverse Business certified by BSBO as an MBE/WBE/VBE/SDVBE must provide a photocopy of their active BSBO certificate. A Small Diverse Business certified by BSBO in more than one category should indicate for which category it wishes its participation to be counted for program recordkeeping purposes.

 **Response:** GTL understands and complies.

GTL's subcontractor Mid-Atlantic Consultants is a certified WBE. Attached is their Pennsylvania WBE certificate.

- b)** Businesses certified by the U.S. Small Business Administration pursuant to Section 8(a) of the Small Business Act (15 U.S.C. § 636(a)) as an 8(a) Small Disadvantaged Businesses must submit proof of U.S. Small Business Administration certification. The owners of such businesses must also submit proof of United States citizenship.

 **Response:** GTL understands and complies.

GTL's subcontractor Mid-Atlantic Consultants is not U.S. Small Business Administration certified.

- c)** All businesses claiming Small Diverse Business status, whether as a result of BSBO certification, or U.S. Small Business Administration certification as an 8(a) small disadvantaged business, must attest to the fact that the business has no more than 100 full-time or full-time equivalent employees. This can be accomplished by including copies of IRS Form 941s or a letter from the small diverse business attesting to the number of employees.

 **Response:** GTL understands and complies.

Copies of IRS Form 941 are attached.

- d)** All businesses claiming Small Diverse Business status, whether as a result of BSBO certification, or U.S. Small Business Administration certification as an 8(a) 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 return, audited financial statement or a letter from a CPA attesting to the annual revenues.



GTL Response: GTL understands and complies.

Attached is a letter from Mid-Atlantic's CPA attesting to its annual revenues.

2. In addition to the above verifications, the Offeror must include in the Small Diverse Business participation submittal of the proposal the following information:

- a) *All* Offerors must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Offeror and not by subcontractors and suppliers.

GTL Response: GTL understands and complies.

78.9% of the work will be performed by GTL.

- b) *All* Offerors must include a numerical percentage which represents the total percentage of the total cost in the Cost Submittal that the Offeror commits to paying to Small Diverse Businesses (SDBs) as subcontractors. To support its total percentage SDB subcontractor commitment, Offeror must also include:

GTL Response: GTL understands and complies.

21.1% of the work will be performed by our SDB certified firm, Mid-Atlantic Consultants.

- 1) The dollar amount of each subcontract commitment to a Small Diverse Business;

GTL Response: GTL understands and complies.

Global Tel*Link plans to commit \$4,712,005.00 to Mid-Atlantic Consultants for the life of the 5 year contract.

- 2) The name of each Small Diverse Business. The Offeror will not receive credit for stating that after the contract is awarded it will find a Small Diverse Business.

GTL Response: GTL understands and complies.

Mid-Atlantic Consultants LLC, Joann Muraglia, owner.



- 3) The services or supplies each Small Diverse Business will provide, including the timeframe for providing the services or supplies.

GTL Response: GTL understands and complies.

Mid Atlantic Consultants will provide:

- Field Service support staff and management for one (1) Lead Service Technician and two (2) Service Technicians to be based at a mutually agreed location within the Commonwealth of Pennsylvania to be provided throughout the term of the contract
- Two (2) Technical Support Services staff dedicated to this project and located at Global Tel*Link's office in Altoona, PA throughout the term of the contract.
- Wiring and Infrastructure installations services to be performed at all Commonwealth of Pennsylvania locations in conjunction with other installation activities, within the first 12 months of the contract term as part of the initial installation
- Procurement of all Kiosk related hardware, software or other identified items related to initial installation phases of the project within the first 12 months of the contract term as part of the initial installation
- Procurement of service related parts that are considered "consumable" parts by both GTL and the hardware manufacture throughout the term of the contract.

- 4) The location where each Small Diverse Business will perform services.

GTL Response: GTL understands and complies.

GTL will assign, upon contract award, three (3) dedicated service technicians that will be geographically located in Pittsburgh, Harrisburg, and Philadelphia to provide onsite support for all of the proposed services.



Negotiated Small Diverse Business Submittal

- Technical Support Services staff located at Global Tel*Link's office in Altoona, PA throughout the term of the contract.
- Wiring and Infrastructure installations services to be performed at all Commonwealth of Pennsylvania locations.

5) The timeframe for each Small Diverse Business to provide or deliver the goods or services.

GTL Response: GTL understands and complies.

- Field Service support staff and management will be delivered for the life of the contract term.
- Technical Support Services will be delivered for the life of the contract term
- Wiring and Infrastructure installations services, will be delivered as part of the initial installation phase of contract term.
- Procurement of all Kiosk related hardware will be delivered as part of the initial installation phase of the contract term.
- Procurement of service related parts that are considered "consumable" parts throughout the term of the contract.

6) A signed subcontract or letter of intent for each Small Diverse Business. The subcontract or letter of intent must identify the specific work, goods or services the Small Diverse Business will perform and how the work, goods or services relates to the project.

GTL Response: GTL understands and complies.

Please refer to the attached letter from Mid-Atlantic Consultants.

7) The name, address and telephone number of the primary contact person for each Small Diverse Business.

GTL Response: GTL understands and complies.



Joann Muraglia
Mid-Atlantic Consultants LLC
8 Prince William CT
Marlton, NJ 08053
609-230-5129

c) The total percentages and each SDB subcontractor commitment will become contractual obligations once the contract is fully executed.

 **Response:** GTL understands and complies.

d) The name and telephone number of the Offeror's project (contact) person for the Small Diverse Business information.

 **Response:** GTL understands and complies.

Chris Gickler
Northeast Field Service Director
Global Tel*Link
740 513-2746

3. The Offeror is required to submit **two** copies of its Small Diverse Business participation submittal. The submittal shall be clearly identified as Small Diverse Business information and sealed in its own envelope, separate from the remainder of the proposal.

 **Response:** GTL understands and complies.

4. A Small Diverse Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.

 **Response:** GTL understands and complies.

5. An Offeror that qualifies as a Small Diverse Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

 **Response:** GTL understands and complies.



Global Tel*Link Corporation

Executive Offices
12021 Sunset Hills Road
Suite 100
Reston, VA 20190
ph: 703.955.3910
fax: 703.435.0980

Corporate Headquarters
107 St Francis St
32nd Floor
Mobile, AL 36602
ph: 251.338.8859
fax: 251.434.8695

August 20, 2012

Joann Muraglia
Mid-Atlantic Consultants LLC
8 Prince Andrew Court
Marlton, NJ 08053

Re: Commonwealth of Pennsylvania Department of Corrections RFP Number 6100021729

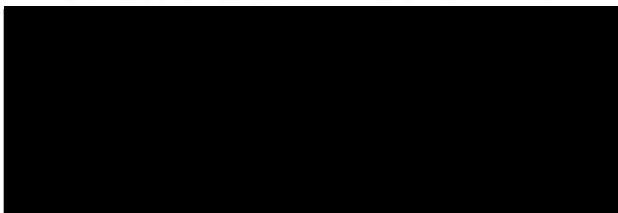
Dear Ms Muraglia,

Please consider this letter as confirmation to our previous conversations and as a letter of intent to utilize the services of Mid-Atlantic Consultants LLC as part of our proposal to RFP Number 6100021729 released by the Commonwealth of Pennsylvania.

As part of Global Tel*Link's proposal and response to RFP Number 610021729 for the Commonwealth of Pennsylvania we are intending to contract and procure the following items to Mid-Atlantic Consultants LLC; these services are contingent upon Global Tel*Link securing a contract with the Commonwealth of Pennsylvania as part of this RFP only.

- Field Service support staff and management for one (1) Lead Service Technician and two (2) Service Technicians to be based at a mutually agreed location within the Commonwealth of Pennsylvania to be provided throughout the term of the contract
- Two (2) Technical Support Services staff dedicated to this project and located at Global Tel*Link's office in Altoona, PA throughout the term of the contract.
- Wiring and Infrastructure installations services to be performed at all Commonwealth of Pennsylvania locations in conjunction with other installation activities.
- Procurement of all Kiosk related hardware, software or other identified items related to initial installation phases of the project.
- Procurement of service related parts that are considered "consumable" parts by both GTL and the hardware manufacture throughout the term of the contract.

We look forward to the opportunity in working on this joint opportunity and as always if you have any questions or concerns feel free to contact me anytime.



Northeast Field Service Director.



pennsylvania
DEPARTMENT OF GENERAL SERVICES

Be it hereby known

Mid Atlantic Consultants LLC

A

Woman Business Enterprise

Is recognized as a certified business enterprise owned and controlled in accordance with the criteria established by Executive Order No. 2004-6 and 4 Pennsylvania Code, Section 68.204.

CERTIFICATION NO: 130731Mid Atla

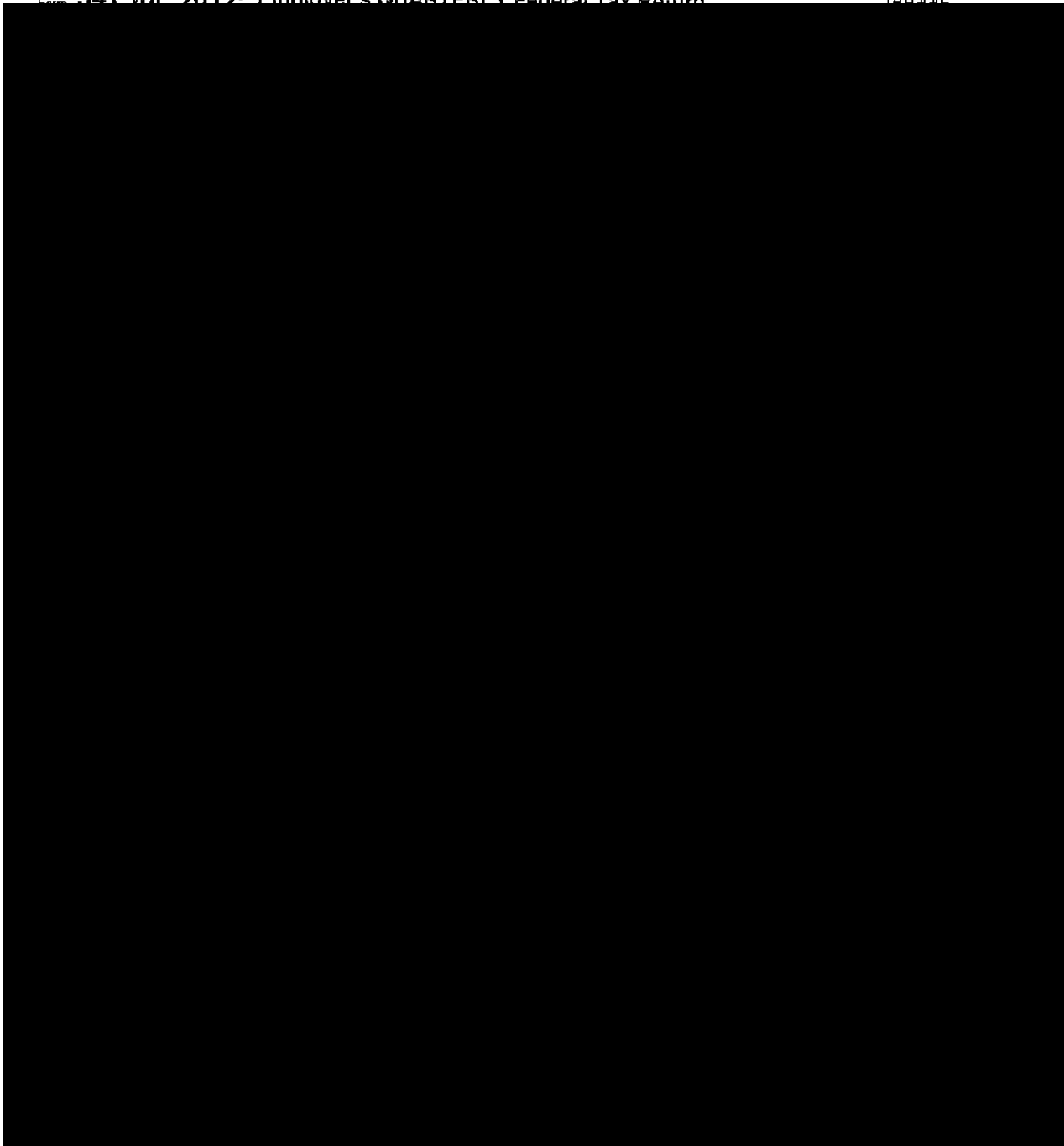
EXPIRATION DATE: 7/31/2013

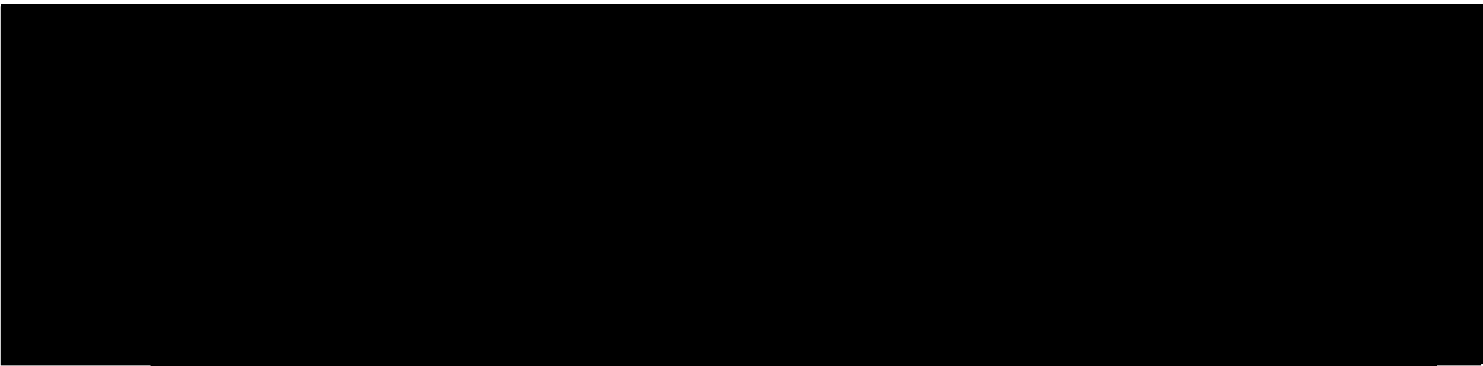
ISSUE DATE: 7/22/2011

[REDACTED]
Kathryn Waters-Perez, Director
Bureau of Minority and Women
Business Opportunities

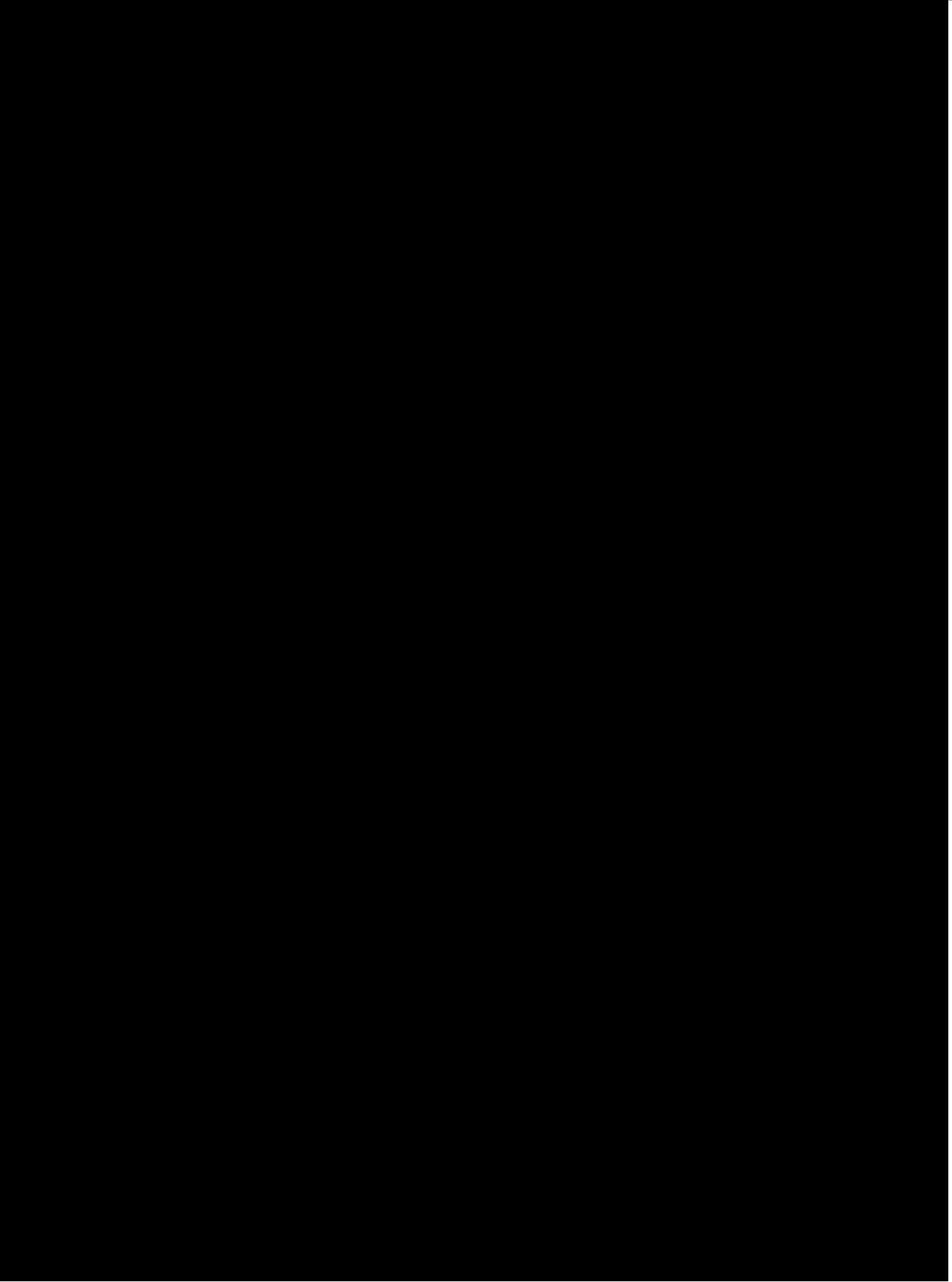
Form **941 for 2012** Employer's QUARTERLY Federal Tax Return

950112



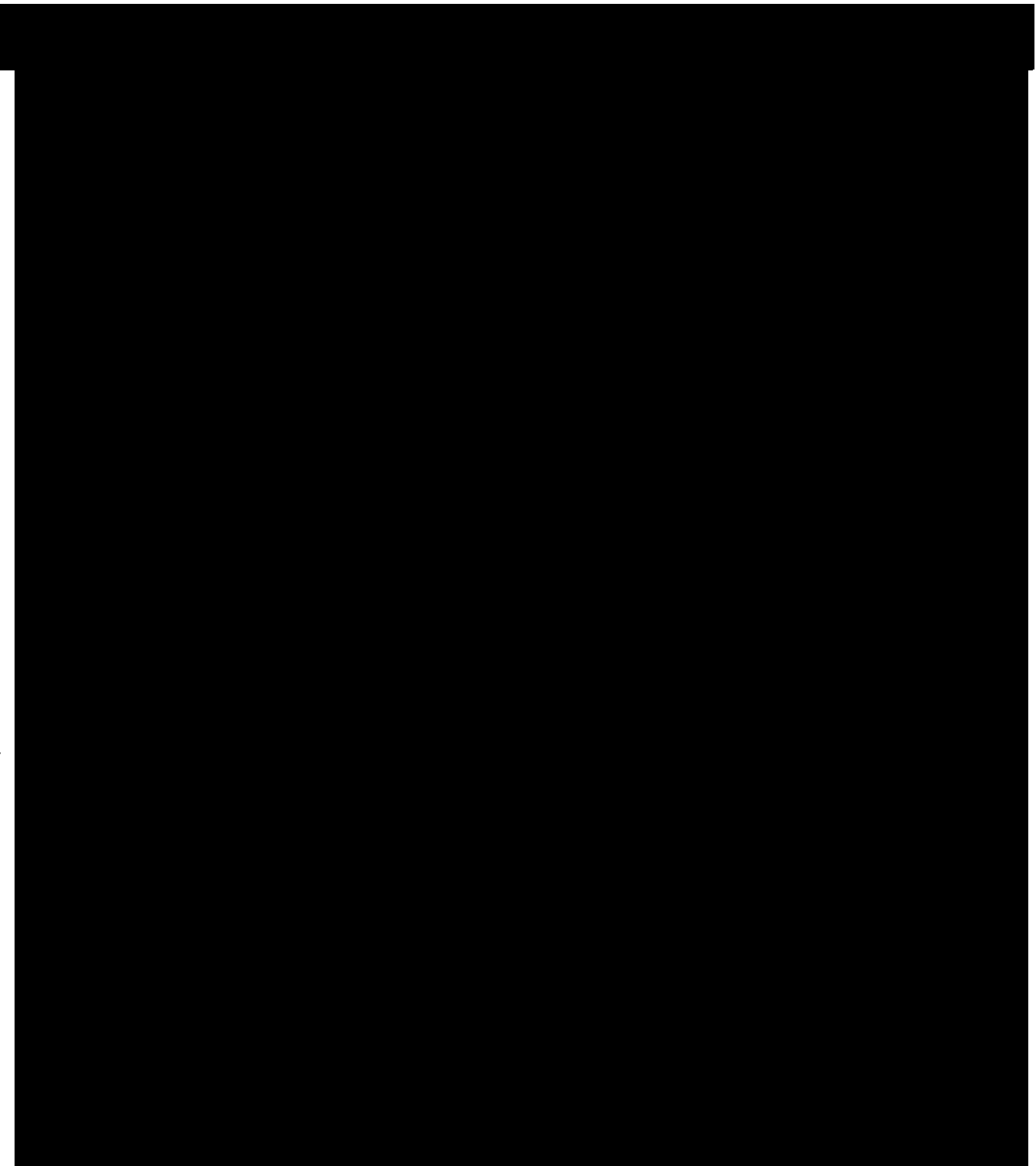


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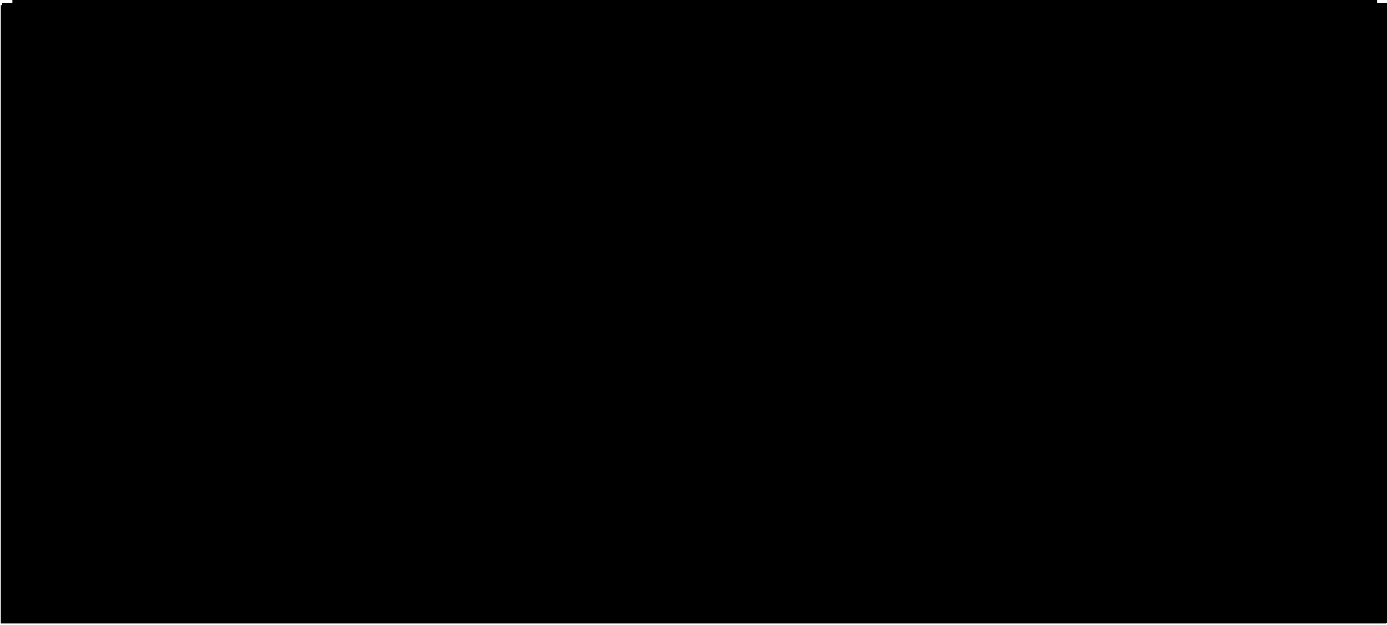
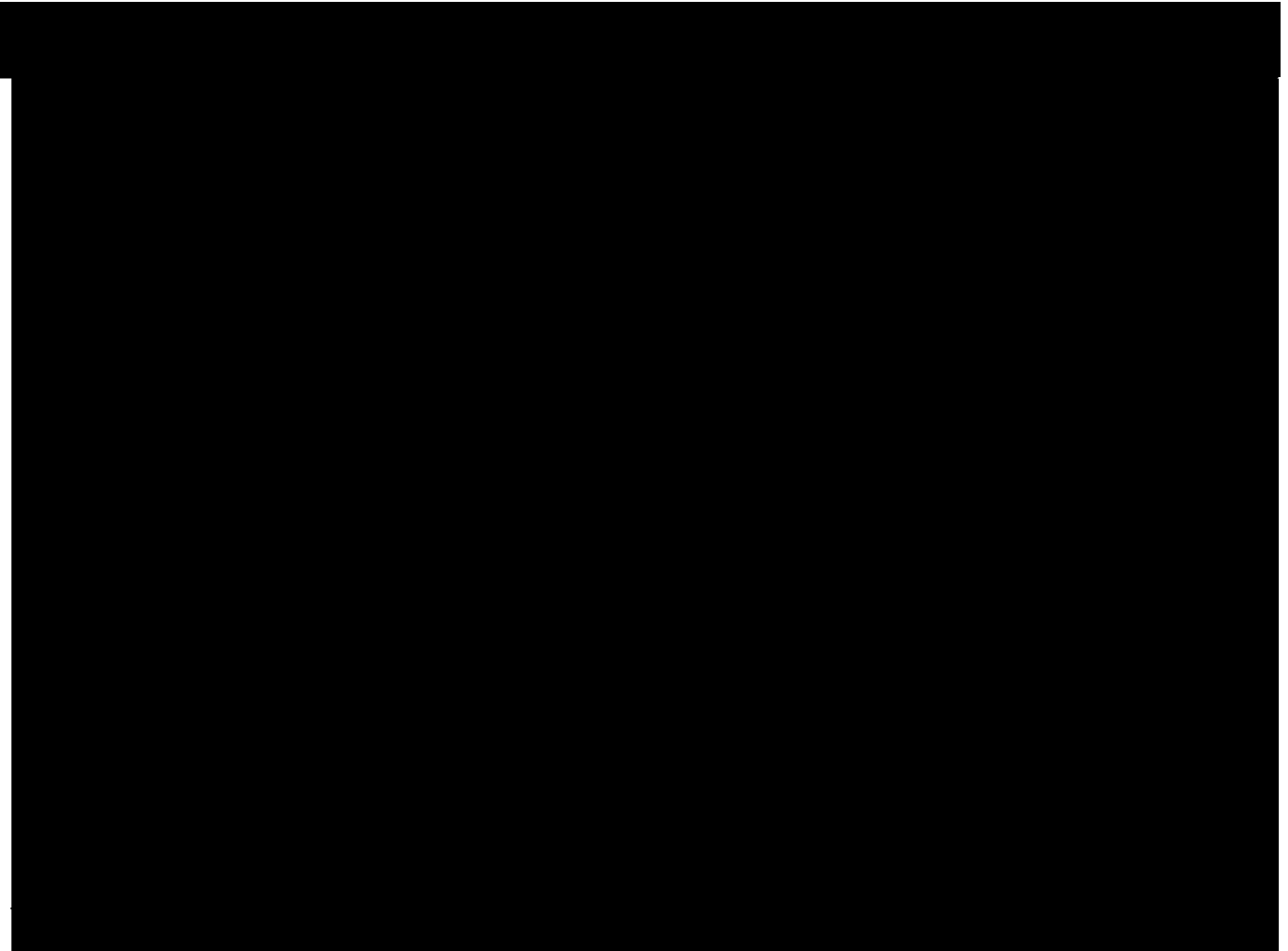


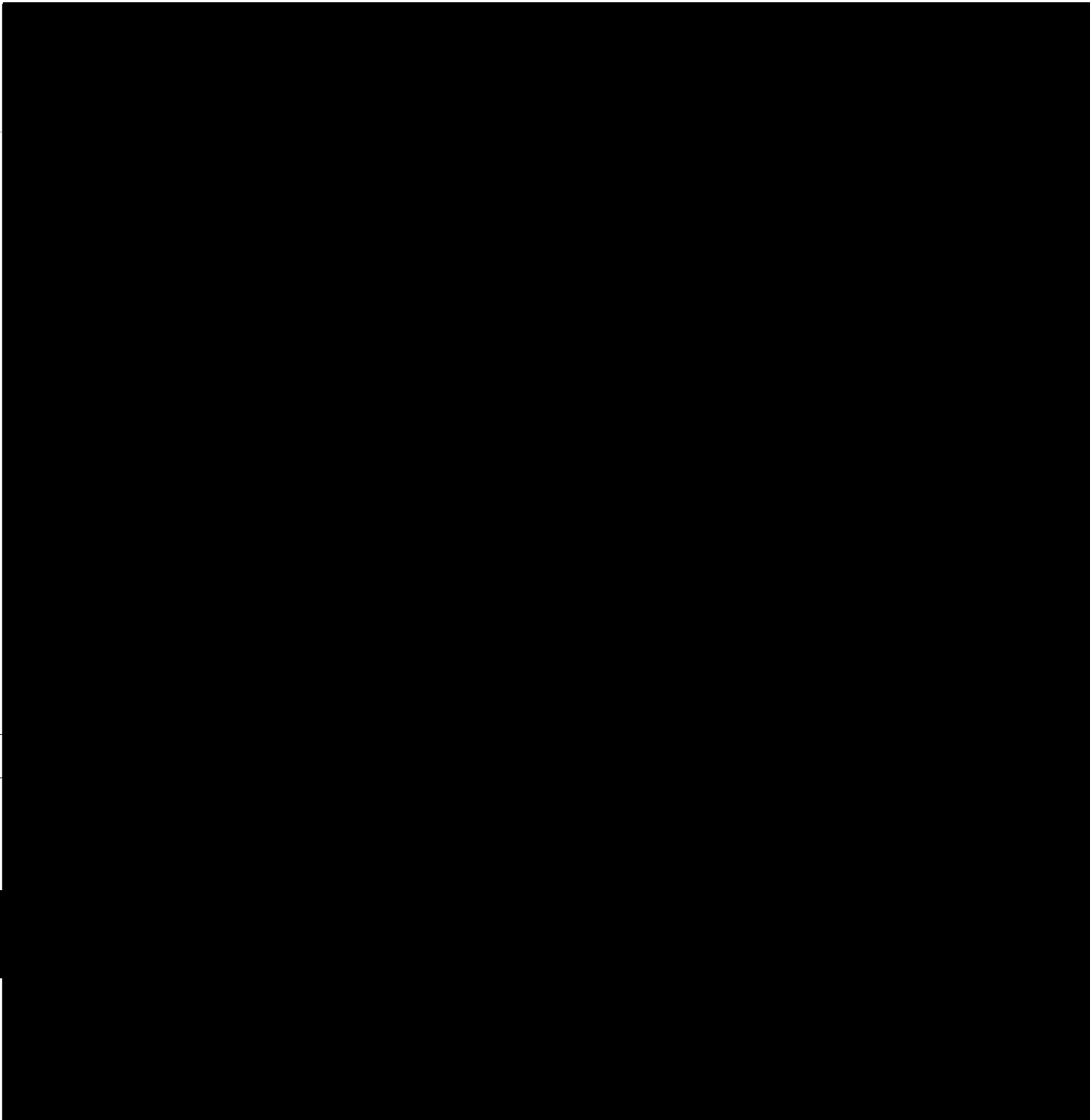
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Appendix D - Cost Matrix

Supplier Name:

Global Tel*Link

Date:

12/14/2012

Completed By:

Jeffrey B. Haidinger

User Transaction Description	Anticipated Monthly User Transactions*	Cost per Transaction	Total Cost for Annual User Transaction	Five (5) Year Total Anticipated Cost
Incoming Email without attachment	55,000	\$0.250	\$165,000.00	\$825,000.00
Incoming Email attachment (each)	60,000	\$0.350	\$252,000.00	\$1,260,000.00
Outgoing Email	65,000	\$0.250	\$195,000.00	\$975,000.00
Print by page, black and white	25,000	\$0.100	\$30,000.00	\$150,000.00
Print by page, color	10,000	\$0.300	\$36,000.00	\$180,000.00
MP3/Media Download	120,000	\$1.800	\$2,592,000.00	\$12,960,000.00
EFT Deposit	50,000	\$2.000	\$1,200,000.00	\$6,000,000.00
Phone Time Purchase	42,000	\$0.000	\$0.00	\$0.00
Total Cost for all User Transactions			\$4,470,000.00	\$22,350,000.00

DOC Rebate	Monthly Percentage
Based on total of all transaction fees in a calendar month	30.50%

MP3/Media Player Model	Storage Capacity	Cost per unit
Media4U MP3 Player / 4GB	4GB	\$45.00
Media4U MP3 Player / 8GB	8GB	\$55.00
Media4U MP3 Player / 16GB	16GB	\$65.00
Media4U Tablet / 4GB	4GB	\$115.00
Media4U Tablet / 8GB	8GB	\$130.00
Media4U Tablet / 16GB	16GB	\$147.00

* Anticipated monthly user transactions are estimates only and are in no way guaranteed. The Commonwealth reserves the right to negotiate the cost per transaction with the selected offeror throughout the term of the contract should the actual user transaction volumes vary significantly.

Cost to the DOC for additional accessory items for the tablets:

Battery \$21.00

Silicone case \$8.35

Clear charger \$11.25

Ear buds \$5.45

REQUEST FOR PROPOSALS FOR
DEPARTMENT OF CORRECTION'S KIOSK & KIOSK SERVICES

ISSUING OFFICE

OFFICE OF INFORMATION TECHNOLOGY
BUREAU OF IT PROCUREMENT

RFP NUMBER

6100021729

DATE OF ISSUANCE

July 25, 2012

**REQUEST FOR PROPOSALS FOR
KIOSK & KIOSK SERVICES**

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CALENDAR OF EVENTS

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

Activity	Responsibility	Date
Deadline to submit Questions via email to RA-OITPurchases@state.pa.us	Potential Offerors	Wednesday, August 1, 2012 By 1:00 PM
Pre-proposal Conference—Location. Office of Information Technology Bureau of IT Procurement 506 Finance Building Harrisburg, PA 17120 – Conference Room 3	Issuing Office/Potential Offerors	Wednesday, August 8, 2012 10:00 -12:00
Answers to Potential Offeror questions posted to the DGS website (http://www.dgsweb.state.pa.us/RTA/Search.aspx) no later than this date.	Issuing Office	Wednesday, August 15, 2012
Please monitor website for all communications regarding the RFP.	Potential Offerors	Ongoing
Sealed proposal must be received by the Issuing Office at: (Christina Geegee-Dugan), Bureau of IT Procurement c/o Commonwealth Mail Processing Center 2 Technology Park (<i>rear</i>) Attn: IT Procurement 506 Finance Harrisburg PA 17110 Note: Hand-delivered proposals must be delivered to the address set forth in the Calendar of Events and must be time and date stamped by the facility receiving the proposals. Proposals may only be hand-delivered between 6:00 a.m. and 2:45 p.m., Monday through Friday, excluding Commonwealth holidays.	Offerors	Thursday, August 23, 2012 By 1:00 PM

PART I

GENERAL INFORMATION

I-1. Purpose. This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for the **Office of Information Technology Bureau of IT Procurement’s** consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need **for the Department of Correction’s Kiosk & Kiosk Services** (“Project”).

I-2. Issuing Office. The Office of Information Technology Bureau of IT Procurement (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be Christina Geegee-Dugan, Bureau of IT Procurement, 506 Finance Building, Harrisburg, PA 17120, RA-OITPurchases@state.pa.us, the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.

I-3. Scope. This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

I-4. Problem Statement. The PA Department of Corrections (DOC) seeks to procure services to design, install and implement a turnkey kiosk-like system (hereafter referred to as kiosk) that will provide the opportunity for institutionalized offenders to obtain a variety of offender services through a secure, offeror hosted and managed kiosk system. Provision of secure MP3/Media players that will be offered for sale to offenders is also included in this procurement. Additional detail is provided in **Part IV** of this RFP.

I-5. Type of Contract. It is proposed that if the Issuing Office enters into a contract as a result of this RFP, it will be a **deliverable based no cost** contract containing the Standard Contract Terms and Conditions as shown in **Appendix A**. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.

I-6. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

I-7. Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-8. Pre-proposal Conference. The Issuing Office will hold a Pre-proposal conference as specified in the Calendar of Events. The purpose of this conference is to provide opportunity for clarification of the RFP. Offerors should forward all questions to the Issuing Office in accordance with **Part I, Section I-9** to ensure adequate time for analysis before the Issuing

Office provides an answer. Offerors may also ask questions at the conference. In view of the limited facilities available for the conference, Offerors should limit their representation to **two (2)** individuals per Offeror. The Pre-proposal conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Issuing Office. All questions and written answers will be posted on the Department of General Services' (DGS) website as an addendum to, and shall become part of, this RFP. Attendance at the Pre-proposal Conference is **optional**.

I-9. Questions & Answers. If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by email (**with the subject line "RFP 6100021729 Question"**) to the Issuing Officer named in **Part I, Section I-2** of the RFP. If the Offeror has questions, they must be submitted via email **no later than** the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the DGS website by the date stated on the Calendar of Events. An Offeror who submits a question *after* the deadline date for receipt of questions indicated on the Calendar of Events assumes the risk that its proposal will not be responsive or competitive because the Commonwealth is not able to respond before the proposal receipt date or in sufficient time for the Offeror to prepare a responsive or competitive proposal. When submitted after the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Officer *may* respond to questions of an administrative nature by directing the questioning Offeror to specific provisions in the RFP. To the extent that the Issuing Office decides to respond to a non-administrative question *after* the deadline date for receipt of questions indicated on the Calendar of Events, the answer must be provided to all Offerors through an addendum.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-10**. Each Offeror shall be responsible to monitor the DGS website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation. The required protest process for Commonwealth procurements is described on the DGS website <http://www.dgsweb.state.pa.us/RTA/Search.aspx>.

I-10. Addenda to the RFP. If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the DGS website at <http://www.dgsweb.state.pa.us/RTA/Search.aspx>. It is the Offeror's responsibility to periodically check the website for any new information or addenda to the RFP. Answers to the questions asked during the Questions & Answers period also will be posted to the website as an addendum to the RFP.

I-11. Response Date. To be considered for selection, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be returned is closed on the proposal

response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Offerors. The hour for submission of proposals shall remain the same. The Issuing Office will reject, unopened, any late proposals.

I-12. Proposals. To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in **Part II**, providing **twelve (12) paper copies of the Technical Submittal and two (2) paper copy of the Cost Submittal and two (2) paper copies of the Small Diverse Business (SDB) participation submittal.** In addition to the paper copies of the proposal, Offerors shall submit **two (2) complete and exact** copies of the entire proposal (Technical, Cost and SDB submittals, along with all requested documents) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. The Offerors may not lock or protect any cells or tabs. Offerors should ensure that there is no costing information in the technical submittal. Offerors should not reiterate technical information in the cost submittal. The CD or Flash drive should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (**Appendix C** to this RFP) and the Proposal Cover Sheet is attached to the Offeror's proposal, the requirement will be met. For this RFP, the proposal must remain valid for **120** days or until a contract is fully executed. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

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

I-13. Small Diverse Business Information. The Issuing Office encourages participation by small diverse businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use small diverse businesses as subcontractors and suppliers.

A Small Diverse Businesses is a DGS-certified minority-owned business, woman-owned business, service-disabled veteran-owned business or veteran-owned business, or United States Small Business Administration-certified 8(a) small disadvantaged business concern, that qualifies as a small business.

A small business is a business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns 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).

Questions regarding this Program can be directed to:

Department of General Services
Bureau of Small Business Opportunities
Room 611, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119
Fax: (717) 787-7052
Email: gs-bmwbo@state.pa.us
Website: www.dgs.state.pa.us

The Department's directory of BSBO-certified minority-, women-, veteran- and service disabled veteran-owned businesses can be accessed from: http://www.portal.state.pa.us/portal/server.pt/community/under_construction_-_bureau_of_minority_and_women_business_opportunities/20986. The federal vendor database can be accessed at <http://www.ccr.gov> by clicking on *Dynamic Small Business Search* (certified companies are so indicated).

I-14. Economy of Preparation. Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP. The Issuing Office has established a page limit of **three hundred (300)** pages, to include appendices and resumes. The page limit does not apply to financial information submitted by Offerors in response to **Section II-9. Financial Capability**. Offerors should submit proposals on 8 ½ by 11 inch paper formatted with 1 inch margins. Proposals should be double-spaced with 12-point font size, and with consecutive page numbers at the bottom. Duplex printing is acceptable and suggested. Please keep marketing materials to a minimum.

I-15. Alternate Proposals. The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

I-16. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

I-17. Prime Contractor Responsibilities. The contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The Issuing Office will consider the selected Offeror to be the sole point of contact with regard to contractual matters.

I-18. Proposal Contents.

- A. Confidential Information.** The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
- B. Commonwealth Use.** All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.
- C. Public Disclosure.** After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests (See **Appendix I** Trade Secrets/Confidential Proprietary Information Notice). If financial capability information is submitted in response to Part II of this RFP such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b) (26).

I-19. Best and Final Offers.

- A.** While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining "best and final offers." To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following, in any combination and order:

 1. Schedule oral presentations;
 2. Request revised proposals;
 3. Conduct a reverse online auction; and

4. Enter into pre-selection negotiations.

B. The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer:

1. Those Offerors, which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.

2. Those Offerors, which the Issuing Office has determined in accordance with **Part III, Section III-5**, from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract.

3. Those Offerors whose score for their technical submittal of the proposal is less than 70% of the total amount of technical points allotted to the technical criterion.

The issuing office may further limit participation in the best and final offers process to those remaining responsible offerors which the Issuing Office has, within its discretion, determined to be within the top competitive range of responsive proposals.

C. The Evaluation Criteria found in **Part III, Section III-4**, shall also be used to evaluate the Best and Final offers.

D. Price reductions offered through any reverse online auction shall have no effect upon the Offeror's Technical Submittal. Dollar commitments to Small Diverse Businesses can be reduced only in the same percentage as the percent reduction in the total price offered through any reverse online auction or negotiations.

I-20. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

I-21. Restriction of Contact. From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror's proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.

I-22. Issuing Office Participation. Offerors shall provide all services, supplies, facilities, and other support necessary to complete the identified work, except as otherwise provided in this **Part I, Section I-22**. DOC will provide the following:

- Site locations for each Kiosk installed
- 110 volt outlets at sites agreed upon within each institution
- Part-time project oversight
- Part-time staff to review and accept all deliverables
- Institutional Liaison/Point of Contact
- If available, temporary staging space for installation support at institutions

I-23. Term of Contract. The term of the contract will commence on the Effective Date and will end five (5) years after the Effective Date, with the option of five (5) one (1) year renewals, which may be exercised at the Commonwealth's sole discretion in single or multiple year increments. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

I-24. Offeror's Representations and Authorizations. By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- D. The Offeror has not attempted, nor will it attempt, 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 Offeror makes its proposal 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 Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- G. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- K. Until the selected Offeror 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 Offeror shall not begin to perform.

I-25. Notification of Selection.

- A. Contract Negotiations.** The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.
- B. Award.** Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

I-26. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror

proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest (See Section I-28 of this RFP).

I-27. RFP Protest Procedure. The RFP Protest Procedure is on the DGS website at <http://www.dgsweb.state.pa.us/comod/ProtestProcedures.doc> A protest by a party not submitting a proposal must be filed within **seven** days after the protesting party knew or should have known of the facts giving rise to the protest, but no later than the proposal submission deadline specified in the Calendar of Events of the RFP. Offerors may file a protest within **seven** days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than **seven** days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day.

I-28. Information Technology Bulletins.

This RFP is subject to the Information Technology Bulletins (ITB's) issued by the Office of Administration, Office for Information Technology (OA-OIT). ITB's may be found at <http://www.portal.state.pa.us/portal/server.pt?open=512&objID=416&PageID=210791&mode=2>

All proposals must be submitted on the basis that all ITBs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITBs. Notwithstanding the foregoing, if the Offeror believes that any ITB is not applicable to this procurement, it must list all such ITBs in its technical submittal, and explain why it believes the ITB is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITB not be considered to be applicable to the procurement. The Offeror's failure to list an ITB will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITB.

PART II

PROPOSAL REQUIREMENTS

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

- A. Technical Submittal, which shall be a response to RFP **Part II, Sections II-1 through II-8;**
- B. Small Diverse Business participation submittal, in response to RFP **Part II, Section II-9;** and
- C. Cost Submittal, in response to RFP **Part II, Section II-10.**

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

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

II-1. Statement of the Problem. State in succinct terms your understanding of the problem presented or the service required by this RFP.

II-2. Management Summary. Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

II-3. Work Plan. Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in **Part IV** of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach. Please submit the work plan in Ms Project 2007 and Excel 2010 format. At a minimum include columns indentifying: task,

duration, expected start, actual start, expected completion, actual completion, predecessors, percentage complete, and resources.

II-4. Prior Experience. Offerors must complete a **Appendix E, Project Experience Template**, for up to three (3) completed projects. Each project must include client references. Responses to this section must include at least one (1) project where your firm has implemented a project of similar size and scope and one (1) project you have completed that is related to Kiosk like solutions. At least one Project Experience Template must be completed for the Offeror and one for each subcontractor.

Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must 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.

Offeror **MUST** provide examples prior experience in providing MP3 players, downloadable digital entertainment (music), communication (email) and information through kiosks designed for a correctional environment; Offeror will provide examples and references in providing these services to correctional environments within the last five (5) years.

II-5. Personnel. Include the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project. For key personnel, include the employee's name and, through a resume and in accordance with **Appendix F, Personnel Experience by Key Position**, the Project personnel's education and experience in kiosk implementation and support in a successfully implemented project of equal or greater scope and size. At a minimum, the Project Manager must be listed as key personnel; otherwise, Contractor shall propose key personnel. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Identify by name any subcontractors you intend to use and the services they will perform.

II-6. Training. Where appropriate, indicate recommended training of agency personnel. Include the agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors. Please reference section IV-4 Tasks and Deliverables, Training.

II-7. Financial Capability. Describe your company's financial stability and economic capability to perform the contract requirements. Provide your company's financial statements (audited, if available) for the past three fiscal years. Financial statements must include the company's Balance Sheet and Income Statement or Profit/Loss Statements. Also include a Dun & Bradstreet comprehensive report, if available. If your company is a publicly traded company, please provide a link to your financial records on your company website in lieu of providing hardcopies. The Commonwealth reserves the right to request additional information it deems necessary to evaluate an Offeror's financial capability.

II-8. Objections and Additions to Standard Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions (contained in **Appendix A**) it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Appendix A**. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

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

II-9. Small Diverse Business Participation Submittal.

1. To receive credit for being a Small Diverse Business or for subcontracting with a Small Diverse Business (including purchasing supplies and/or services through a purchase agreement), an Offeror must include proof of Small Diverse Business qualification in the Small Diverse Business participation submittal of the proposal, as indicated below:

a) A Small Diverse Business certified by BSBO as an MBE/WBE/VBE/SDVBE must provide a photocopy of their active BSBO certificate. A Small Diverse Business certified by BSBO in more than one category should indicate for which category it wishes its participation to be counted for program recordkeeping purposes.

b) Businesses certified by the U.S. Small Business Administration pursuant to Section 8(a) of the Small Business Act (15 U.S.C. § 636(a)) as an 8(a) Small Disadvantaged Businesses must submit proof of U.S. Small Business Administration certification. The owners of such businesses must also submit proof of United States citizenship.

c) All businesses claiming Small Diverse Business status, whether as a result of BSBO certification, or U.S. Small Business Administration certification as an 8(a) small disadvantaged business, must attest to the fact that the business has no more than 100 full-time or full-time equivalent employees. This can be accomplished by including copies of IRS Form 941s or a letter from the small diverse business attesting to the number of employees.

d) All businesses claiming Small Diverse Business status, whether as a result of BSBO certification, or U.S. Small Business Administration certification as an 8(a) 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 return, audited financial statement or a letter from a CPA attesting to the annual revenues.

2. In addition to the above verifications, the Offeror must include in the Small Diverse Business participation submittal of the proposal the following information:

a) *All* Offerors must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Offeror and not by subcontractors and suppliers.

b) *All* Offerors must include a numerical percentage which represents the total percentage of the total cost in the Cost Submittal that the Offeror commits to paying to Small Diverse Businesses (SDBs) as subcontractors. To support its total percentage SDB subcontractor commitment, Offeror must also include:

1) The dollar amount of each subcontract commitment to a Small Diverse Business;

2) The name of each Small Diverse Business. The Offeror will not receive credit for stating that after the contract is awarded it will find a Small Diverse Business.

3) The services or supplies each Small Diverse Business will provide, including the timeframe for providing the services or supplies.

4) The location where each Small Diverse Business will perform services.

5) The timeframe for each Small Diverse Business to provide or deliver the goods or services.

6) A signed subcontract or letter of intent for each Small Diverse Business. The subcontract or letter of intent must identify the specific work, goods or services the Small Diverse Business will perform and how the work, goods or services relates to the project.

7) The name, address and telephone number of the primary contact person for each Small Diverse Business.

c) The total percentages and each SDB subcontractor commitment will become contractual obligations once the contract is fully executed.

d) The name and telephone number of the Offeror's project (contact) person for the Small Diverse Business information.

3. The Offeror is required to submit **two** copies of its Small Diverse Business participation submittal. The submittal shall be clearly identified as Small Diverse Business information and sealed in its own envelope, separate from the remainder of the proposal.

4. A Small Diverse Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.

5. An Offeror that qualifies as a Small Diverse Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

II-10. Cost Submittal. The information requested in this **Part II, Section II-10** shall constitute the Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. The total proposed cost shall be broken down into the following components listed on **Appendix D**. Please use the instructions contained in **Appendix D** for further information.

Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Part I, Section I-9**, of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

The Commonwealth reserves the right to negotiate costs with the selected Offeror prior to exercising any renewal options. The selected Offeror's pricing will remain fixed for the initial 60 months of the contract. Sixty (60) days prior to the date, Commonwealth will meet with the selected Offeror to conduct a review of the rates and rate card based on market conditions and update pricing at the Commonwealth's sole discretion. Following the first review, Commonwealth and the selected Offeror will repeat this review process within sixty (60) days to subsequent contract end dates. Following the renewal reviews, the Commonwealth may update pricing at its sole discretion.

The Issuing Office will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a notice to proceed.

II-11. Domestic Workforce Utilization Certification. Complete and sign the Domestic Workforce Utilization Certification contained in **Appendix B** of this RFP. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal must be:

- A. Timely received from an Offeror;
- B. Properly signed by the Offeror.

III-2. Technical Nonconforming Proposals. The two (2) Mandatory Responsiveness Requirements set forth in **Section III-1** above (A-B) are the only RFP requirements that the Commonwealth will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal.

III-3. Evaluation. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BSBO will evaluate the Small Diverse Business participation submittal and provide the Issuing Office with a rating for this component of each proposal. The Issuing Office will notify in writing of its selection for negotiation the responsible Offeror 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.

III-4. Evaluation Criteria. The following criteria will be used in evaluating each proposal:

- A. **Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as **50** % of the total points. Evaluation will be based upon the following in order of importance:
 - **Understanding the Problem**
 - **Soundness of Approach**
 - **Contractor Qualification**

The final Technical scores are determined by giving the maximum number of technical points available to the proposal with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage:

http://www.portal.state.pa.us/portal/server.pt/community/rfp_scoring_formulas_overview/20124.

B. Cost: The Issuing Office has established the weight for the Cost criterion for this RFP as **30 %** of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage:

http://www.portal.state.pa.us/portal/server.pt/community/rfp_scoring_formulas_overview/20124

C. Small Diverse Business Participation:

BSBO has established the weight for the Small Diverse Business (SDB) participation criterion for this RFP as **20 %** of the total points. Each SDB participation submittal will be rated for its approach to enhancing the utilization of SDBs in accordance with the below-listed priority ranking and subject to the following requirements:

- A business submitting a proposal as a prime contractor must perform 60% of the total contract value to receive points for this criterion under any priority ranking.
- To receive credit for an SDB subcontracting commitment, the SDB subcontractor must perform at least fifty percent (50%) of the work subcontracted to it.
- A significant commitment is a minimum of five percent (5%) of the total contract value. [**Five percent (5%) may be adjusted with DGS approval for particular procurements based on the type of project and available SDBs; “total contract value” may be changed with DGS approval to another pre-defined contract cost component as appropriate to better reflect the amount of contractor compensation realized in particular contract payment structures.**]
- A commitment less than five percent (5%) of the total contract value is considered nominal and will receive reduced or no additional SDB points depending on the priority ranking..

Priority Rank 1: Proposals submitted by SDBs as prime offerors will receive 150 points. In addition, SDB offerors that have significant subcontracting commitments to additional SDBs may receive up to an additional 50 points (200 points total available).

Additional subcontracting commitments to SDBs are evaluated based on the proposal offering the highest total percentage SDB subcontracting commitment. All other Offerors will be scored in proportion to the highest total percentage SDB subcontracting commitment within this ranking. *See formula below.*

Priority Rank 2: Proposals submitted by SDBs as prime contractors, with no or nominal subcontracting commitments to additional SDBs, will receive 150 points.

Priority Rank 3: Proposals submitted by non-small diverse businesses as prime contractors, with significant subcontracting commitments to SDBs, will receive up to 100 points. Proposals submitted with nominal subcontracting commitments to SDBs will receive points equal to the percentage level of their total SDB subcontracting commitment.

SDB subcontracting commitments are evaluated based on the proposal offering the highest total percentage SDB subcontracting commitment. All other Offerors will be scored in

proportion to the highest total percentage SDB subcontracting commitment within this ranking. *See formula below.*

Priority Rank 4: Proposals by non-small diverse businesses as prime contractors with no SDB subcontracting commitments shall receive no points under this criterion.

To the extent that there are multiple SDB Participation submittals in Priority Rank 1 and/or Priority Rank 3 that offer significant subcontracting commitments to SDBs, the proposal offering the highest total percentage SDB subcontracting commitment shall receive the highest score (or additional points) available in that Priority Rank category and the other proposal(s) in that category shall be scored in proportion to the highest total percentage SDB subcontracting commitment. Proportional scoring is determined by applying the following formula:

$$\frac{\text{SDB \% Being Scored}}{\text{Highest \% SDB Commitment}} \times \frac{\text{Points/Additional Points Available}^*}{\text{Awarded/Additional SDB Points}}$$

Priority Rank 1 = 50 Additional Points Available

Priority Rank 3 = 100 Total Points Available

Please refer to the following webpage for an illustrative chart which shows SDB scoring based on a hypothetical situation in which the Commonwealth receives proposals for each Priority Rank:

http://www.portal.state.pa.us/portal/server.pt/community/rfp_scoring_formulas_overview/20124

D. Domestic Workforce Utilization: Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available for this criterion is 3% of the total points for this RFP.

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. See the following webpage for the Domestic Workforce Utilization Formula:

http://www.portal.state.pa.us/portal/server.pt/community/rfp_scoring_formulas_overview/20124. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal. The certification will be included as a contractual obligation when the contract is executed.

III-5. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract.

In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

- A. The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **70%** of the **available technical points**; and
- B. The Offeror's financial information must demonstrate that the Offeror possesses the financial capability to assure good faith performance of the contract. The Issuing Office will review the Offeror's previous three financial statements, any additional information received from the Offeror, and any other publicly-available financial information concerning the Offeror, and assess each Offeror's financial capacity based on calculating and analyzing various financial ratios, and comparison with industry standards and trends.

An Offeror which fails to demonstrate sufficient financial capability to assure good faith performance of the contract as specified herein may be considered by the Issuing Office, in its sole discretion, for Best and Final Offers or contract negotiation contingent upon such Offeror providing contract performance security for the first contract year cost proposed by the Offeror in a form acceptable to the Issuing Office. Based on the financial condition of the Offeror, the Issuing Office may require a certified or bank (cashier's) check, letter of credit, or a performance bond conditioned upon the faithful performance of the contract by the Offeror. The required performance security must be issued or executed by a bank or surety company authorized to do business in the Commonwealth. The cost of the required performance security will be the sole responsibility of the Offeror and cannot increase the Offeror's cost proposal or the contract cost to the Commonwealth.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, Contractor Responsibility Program.

III-6. Final Ranking and Award.

- A. After any best and final offer process conducted, the Issuing Office will combine the evaluation committee's final technical scores, BSBO's final small diverse business participation scores, the final cost scores, and (when applicable) the domestic workforce utilization scores, in accordance with the relative weights assigned to these areas as set forth in this Part.

- B. The Issuing Office will rank responsible offerors according to the total overall score assigned to each, in descending order.
- C. The Issuing Office must select for contract negotiations the offeror with the highest overall score; PROVIDED, HOWEVER, THAT AN AWARD WILL NOT BE MADE TO AN OFFEROR WHOSE PROPOSAL RECEIVED THE LOWEST TECHNICAL SCORE AND HAD THE LOWEST COST SCORE OF THE RESPONSIVE PROPOSALS RECEIVED FROM RESPONSIBLE OFFERORS. IN THE EVENT SUCH A PROPOSAL ACHIEVES THE HIGHEST OVERALL SCORE, IT SHALL BE ELIMINATED FROM CONSIDERATION AND AWARD SHALL BE MADE TO THE OFFEROR WITH THE NEXT HIGHEST OVERALL SCORE.
- D. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

PART IV

WORK STATEMENT

IV-1. Objectives.

A. General. The PA Department of Corrections (DOC) seeks to procure services to design, install and implement a turnkey kiosk-like system (hereafter referred to as kiosk) that will provide the opportunity for institutionalized offenders to obtain a variety of offender services through a secure, contractor-hosted and managed kiosk system. Provision of secure MP3/Media players that will be offered for sale to offenders is also included in this procurement.

B. Specific.

- Kiosks will provide selected offender and visitor/public services in accordance with DOC requirements and policy.
- Kiosk functionality and contractor hosting/management of same will provide opportunity to the DOC for improved safety, cost and operational efficiencies.
- A kiosk system lends itself to providing additional functionality for offender services in the future, within the institutions as well as other locations (e.g. Community Corrections Centers and county jails).
- A kiosk system will provide improved offender and public facing services.

IV-2. Nature and Scope of the Project.

The DOC seeks to obtain a kiosk solution designed to function in and provide offender services specific to Pennsylvania's correctional environment. The procurement includes kiosk hardware and kiosk software applications (including interface with other systems), MP3/Media players, a contractor provided network infrastructure, kiosk installation services, and contractor services for hosting and support. Project management and all tasks related to the planning, installation, implementation and ongoing hosting and support of the kiosks and services are also within the scope of services for this procurement.

The kiosk solution is to be implemented in all state correctional institutions throughout the Commonwealth.

The contract resulting from this RFP will be a no cost contract. All hardware (kiosks and other), applications, installation and operation shall be provided at no cost to the Commonwealth. The selected Offeror may charge transaction fees to support the system, of which the Commonwealth will receive a percentage as a rebate.

IV-3. Requirements. Detailed Business, technical, security, interface and reporting requirements are set forth in **Appendix G, Requirements Matrix.**

A. Kiosk Hardware:

The selected Offeror shall provide a secure kiosk system that meets Commonwealth requirements and is designed for the correctional environment. The selected Offeror shall maintain ownership of the hardware throughout the life of the contract. Kiosks must meet DOC and OIT security standards and specifications.

B. MP3/Media Players:

The selected Offeror shall provide MP3/media devices for offender purchase (via DOC's offender commissary ordering process) that are compliant with DOC security specifications. No more than 300 offenders currently have a MP3 player as the result of a previous contract. The selected Offeror shall replace these MP3 players with the Offeror's model at no charge to the Commonwealth or offender. Previously purchased music for these devices will be transferred by the selected Offeror at no additional charge.

C. Kiosk Applications:

Kiosk applications shall include functionality that allows the following:

- a) Requirements for offenders:
 - Place a commissary order
 - Access incoming email and send outgoing email (to be compliant with DOC security specifications)
 - Download digital media to support MP3/media players (to be compliant with DOC security specifications)
 - Access and display offender account information
 - Facility Services
 - Phone Time
 - Facility Tickets
- b) Requirements for Visitors/Public:
 - Monetary Deposits
- c) Applications/functions for potential future implementation (if elected by DOC, these items will be added to the contract through the change control process), including, but not limited to:
 - Submit Offender Grievances (complaint routing)
 - Ability to Translate Information to/from other languages
 - Enable Video Visitation
 - Enable Offender scheduling (e.g. medical appointments)
- d) The Kiosk system applications shall include an administrative component for Commonwealth users that supports:
 - Catalog refresh/interface

- Facility Services Items (e.g. facility tickets, phone time)
- General maintenance i.e. customization, security, kiosk menus

e) When developing the work plan, the selected Offeror's initial priority shall be provision of MP3/media players and implementation of the kiosk application for M3/media player functionality. The selected Offeror shall build all functionality in support of the Kiosk applications; however, Commissary functionality shall be implemented at the discretion of the DOC.

D. Infrastructure:

The selected Offeror shall host the kiosk application at Offeror's site and shall be responsible for all support and maintenance. The selected Offeror shall provide and own the network infrastructure. The selected Offeror shall provide all networks and associated infrastructure required for kiosk connectivity and operation. DOC will provide electrical connectivity for kiosks. All internal wiring must be provided by Offeror. All network and infrastructure must comply with Commonwealth and IT security requirements.

E. Hosting and Integration:

The selected Offeror shall host offender, public facing and administrative kiosk applications and shall provide for integration with the Commonwealth's SAP solution and other DOC systems as required to support kiosk applications.

F. Project Management:

The selected Offeror shall provide project management services throughout the planning, testing, and implementation/installation of the kiosks and kiosk applications. The Project Manager shall manage all Contractor personnel and activities. Project management shall provide services to manage processes and tasks to include, at a minimum, communication management, risk management, issue management, and change management. Project management services include the development and maintenance of deliverables as specified in Section IV-5.0, Project Reports and Controls.

G. Funds

The selected Offeror shall guarantee all funds collected through public utilization of the Offeror's solution.

H. Rebate

The Offeror shall provide a rebate as a percentage of all offender/public application transaction fees to the DOC on a monthly basis.

I. Confidentiality

The selected Offeror shall agree to keep all information about inmates confidential and to make no disclosure to any third party, except as required by law. The selected Offeror must give the DOC prior notice to any required disclosure.

In performing its obligations under the Contract, the selected Offeror may gain access to information of the inmates, including confidential information. The selected Offeror shall

not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Offerors performance under the Contract.

The selected Offeror agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate that becomes available to the Offeror in connection with its performance under the Contract.

In the event of unauthorized use or disclosure of the inmate's information, the selected Offeror shall immediately notify PA DOC.

J. Security

- Upon approval of the contract and prior to the start of work, each of the staff assigned by the contractor and/or subcontractor to this project will be required to pass background checks for entry into any/all PA DOC institutions and facilities in accordance with DOC policies.
- The selected Offeror MUST provide a listing of all staff, including subcontractors, who will require access to PA DOC facilities prior to the start of work and notify PA DOC of any new staff or subcontractors who require access. ALL are subject to clearance and background checks prior to entering any PA DOC facility in accordance with DOC policies.
- All employees of the selected Offeror entering prison grounds must adhere to all PA DOC Security Regulations.
- All persons carrying tools and/or equipment MUST fill out a Tool Inventory List and Tool Accountability Form PRIOR to entry into the prison(s). All items entering prison grounds are subject to search and inspection.
- Prior to commencement of work, the selected offeror shall ensure that:
 - Arrangements have been made for any disposal of waste materials per Scope of Work;
 - All tools, equipment and materials are on hand; and
 - Any applicable worker training has been completed and documentation provided.

K. Employee Background Clearance Requirements

Upon contract award, and at least **ten (10)** days prior to beginning work, the selected offeror shall submit a completed Centralized Clearance Check Information Request form for ALL employees and subcontractors who will be working on this project (unless previously cleared for the Site Visit). The forms are available from the contract administrator or designee.

Note: No personnel entering the correctional facilities may be ex-felons.

L. Requirements Matrix

The Offeror shall meet all business, technical, security, reporting and interface requirements as set out in **Appendix G, Requirements Matrix**.

IV-4. Tasks and Deliverables

1. Requirements Validation Task

The selected Offeror shall meet with DOC staff to review, validate, and further define all requirements to ensure there is sufficient detail and mutual understanding with the DOC prior to solution design/configuration. Business, technical, security, interface and reporting requirements are set forth in **Appendix G, Requirements Matrix**.

Deliverables

- System Requirements Specification Document (SRS)- The selected Offeror shall provide a document that describes the business process the kiosk application will provide as well as capture the system requirements to support the business process and its associated activities and tasks. The system requirements shall be described using use case methodology. In addition to the functional requirements, the document shall also capture the various non-functional, interface and reporting requirements of the business process.
- Requirements Traceability Matrix – The Offeror shall provide a detailed design traceability matrix that includes all requirements. This document shall be used to verify that all system requirements are mapped to system component designs (forward trace). It will also be used to identify the source of requirements from a design perspective (backward trace). The matrix shall allow tracing of configuration items other than software that satisfies the requirements such as capabilities, design elements, manual operations, and tests. The matrix shall also show the traceability of the detailed requirements contained in the detailed design deliverable.
- The detailed design to test script traceability matrix shall be used to verify that all system designs are mapped to test scripts (forward trace). It shall also be used to determine the source of requirements from a test script and design perspective (backward trace). This matrix shall show the traceability of the detailed design deliverable content to the test scripts.

2. Solution Design Task

The selected Offeror will define how the system will be constructed in the implementation phase. The physical design (hardware, network, etc.) of the solution shall be defined as well as the application architecture. The application architecture shall describe the various design components and interactions that will be required to perform the use cases. The database design and user interface design models shall also created during this activity.

Solution Design Deliverables:

The selected Offeror shall provide the following documents in sufficient detail to allow the DOC to evaluate effectiveness of the proposed solution and compliance with Commonwealth policy, procedures and security requirements.

- Application Architecture Document- The selected Offeror shall describe all aspects of the kiosk application architecture including software/database requirements and version/release levels, description of all components and their relationships, description of all interfaces, including external interface requirements and user interface standards, reports, the data model and a data dictionary. The document shall also include a description of all configurable elements, backup/recovery processes, and troubleshooting and monitoring functions.
- Network Architecture Document - The selected Offeror shall describe, in detail, the network architecture and infrastructure for the proposed solution. Variations by institution/location shall be clearly documented. All hardware, software, and configuration information required for network operations shall be detailed.
- Security Architecture Document – The selected Offeror shall describe the architecture used to implement all security requirements for the proposed solution including network, device, application, user roles, user authentication/identification and access.

3. Implementation of Architecture (Network) Task

The selected Offeror shall develop a WAN/LAN solution for implementing networks that support all Kiosk operations. That solution shall contain all necessary infrastructures, hardware, and software required to support network operations in accordance with Commonwealth and DOC technical and security requirements and with established Service Level Agreements. The Offeror shall be responsible for design, installation, operation and support of all Kiosk networks. Installation and support of all networks within institutions must be coordinated by the Offeror with each institution.

Implementation of Architecture (Network) Deliverables:

- Detailed network architecture diagram(s)/map(s).
- Network Hardware and Software Configuration (updated through Change Management)
- Institution Specific Site Survey
- Institution Specific Installation Plan(s)
- Network/Kiosk Security Plan

4. Development and Configuration Task

The selected Offeror shall develop and/or configure the kiosk and associated applications specific to DOC requirements. The Offeror shall conduct testing and quality assurance validation during this activity.

B. Development and Configuration Deliverables:

- Kiosk and associated applications
Weekly Development/Test/QA Reports – shall contain the following information:
 - a. Overview of the weekly development and testing progress. Development progress will be reported in the form of percentage completion for each module. Progress of Testing will be reported in the form of number of test scripts executed for each module against the planned number of test scripts.
 - b. Summarization of accomplishments during the past week - This section will provide the list of number of components (screens/batch/report etc.), successfully tested during the reporting week.
 - c. Planned activities for development and testing - This section will provide information pertaining to the components that planned to be developed in the following week grouped by each functional module.
 - d. Weekly defect report - summary of defect statistics to include:
 - i. Number of defects raised within each functional area
 - ii. Number of defects closed and retested
 - iii. Number of defects re-opened
 - iv. Number of defects not closed – this number should be zero after successfully completing the development/testing/QA phase.

5. User Acceptance Test Task

The selected Offeror shall lead UAT with the DOC to demonstrate kiosks and application functionality per the agreed upon requirements and in accordance with required performance standards (SLAs).

User Acceptance Test Deliverables:

- User Acceptance Test Plan - the selected Offeror shall provide a plan that describes the UAT process including defect reporting, tracking and resolution, test plans, tasks, and roles and responsibilities.
- Test scripts – the selected Offeror shall develop test scripts that detail step by step the approach to validate all requirements.

- Weekly Development/Test/QA Report - shall include the following information:
 - a) Overview of the weekly user acceptance testing progress. Progress of Testing will be reported in the form of number of test scripts executed for each application against the planned number of test scripts.
 - b) Summarization of accomplishments during the past week - This section will provide the list of number of components (screens/interfaces/reports etc.), successfully tested during the reporting week.
 - c) Planned activities for testing - This section will provide information pertaining to the components that planned to be tested in the following week grouped by each functional area.
 - d) Weekly defect report - summary of defect statistics to include:
 - i. Number of defects raised within each functional area
 - ii. Number of defects closed and retested
 - iii. Number of defects re-opened
 - iv. Number of defects not closed – this number should be zero after successfully completing the user acceptance test phase.

6. Load and Stress Testing Task

The selected Offeror shall conduct stress and load tests reflective of anticipated system use requirements when in full production.

Deliverables for load and stress testing:

Test Results Document- The Offeror shall provide the results of stress and load tests to the DOC for evaluation and approval. Include details regarding maximum capacity within acceptable performance limits.

7. Training

The Offeror shall provide new product/application training to designated DOC Central Office and site personnel for the operation of the kiosk and associated or ancillary systems.

Deliverables for training:

- Training plan - the Offeror shall provide a training plan that details who will be trained, the methodology to be used, logistics, schedule, and reference materials.
- Training sessions – the Offeror shall conduct classroom training per the training plan.
- Training materials - the Offeror shall provide classroom materials, Computer Based Training (CBTs), user manuals, reference materials and quick reference guides in paper and electronic formats.

8. Rollout: Installation/Provision of Hardware/Software Task:

The selected Offeror will be responsible for planning, conducting and coordinating all tasks and activities necessary to complete installation in two phases.

- Phase One - Implementation - the selected Offeror shall implement the complete solution at SCI Mahanoy and shall operate successfully for a period of one month

prior to executing the implementation plan for the remainder of the institutions. DOC approval is required in order to proceed with the system implementation.

- Phase Two - Implementation – the selected Offeror shall implement the complete solution at remaining SCIs/locations in accordance with the Offeror’s implementation plan as approved by the DOC.

Deliverables for Rollout:

- Implementation Plan – the selected Offeror shall provide a detailed plan for implementation of kiosks at each site. The plan shall include site surveys, kiosk locations, network implementation plans, installation plans, kiosk test plans, processes and procedures for registration and training of offenders, and transition plans from current processes (e.g. EFT and email).
- Risk Mitigation Plan – The selected Offeror shall provide a plan to support Commissary operations for offenders in the event the solution does not function as required.
- Kiosks and associated hardware
- Kiosk applications
- Network and power installation
- Offender Training Materials – at a minimum, paper handouts, electronic instruction media, kiosk signage and onsite offender training.
- Operational Support Management Plan – The selected Offeror shall provide a plan that describes the personnel, process and tools for support of kiosks and systems. The plan shall include, at a minimum, processes and timeframes for identification, tracking, reporting and resolution of issues, maintenance processes, procedures and schedules, offender registration management and other administrative functions.

9. Operational Support and Maintenance Task:

The selected Offeror shall provide operational support and maintenance for all installed kiosks/systems throughout the life of the contract. Include, at a minimum:

- Monitoring of kiosk and system operations for all periods of authorized access (e.g. 0600 to 2100 daily) at an offsite location. Access to the monitoring system shall be granted to PA DOC authorized personnel at each DOC facility and Central Office.
- Identification, tracking and resolution of kiosk and system operational issues in accordance with the Operational Support Management Plan and service level agreements.
- Training for PA DOC personnel as requested on the operation of the kiosk systems and MP3/media players. This shall include, but is not limited to: new MP3/media player versions, new kiosk software updates and monitoring system updates or changes.

- Monitoring of network, application and kiosk utilization and provision of monthly reports.
- The DOC shall utilize these reports for analysis to support any change in the kiosk count at any DOC facility or changes to the network. Offeror shall make the necessary changes upon request from PA DOC.
- Provision of new technology updates, either equipment or services, as they become available.
- Offeror agrees to notify PA DOC within a reasonable time frame after such availability so that PA DOC can consider whether such new technology should be utilized in rendering the specified services.
- Provision of prompt notice if any changes to the equipment and/or program are to be made.
- Offeror shall obtain PA DOC approval before making changes (not to include basic appearance changes or “visual” enhancements).
- Response to and resolution of any inquiries and complaints from offenders regarding the operation of the MP3/media player and/or kiosk in accordance with the Operational Support
- Management Plan and service level agreements.
- Meeting with the DOC a minimum of twice per year (at DOC discretion) to assess selected Offeror’s performance of the Offeror relative to contract compliance.

10. Contract Closeout Task:

Contract closeout shall begin when all services have been performed and products delivered, as described below:

- The Offeror has completed the required deliverables and the DOC has inspected and accepted them,
- The Offeror has performed all required services and the DOC has accepted those services,
- All Option provisions, if any, have expired or have been completed and accepted, and/or
- The Commonwealth/DOC has given the Offeror a notice of contract termination.

This process requires close coordination between the Commonwealth and the Offeror. To ensure the contract closeout process is complete and timely, the Offeror shall be responsible and accountable to perform the following actions:

- A. Designate, in writing, a Closeout Manager responsible for validating the completion of all deliverables and services necessary to satisfy the contractual requirements.

- The Closeout Manager shall be a senior manager and may be the Project/Program manager.
 - The Closeout Manager shall be appointed in writing with a copy of the appointment to the Commonwealth Contracting Officer and DOC point of contact
 - The appointment shall specify all duties and responsibilities to be performed.
 - The appointment shall be in sufficient time prior to the end of the contract period of performance to allow Contract Closeout activities to be completed in a timely manner upon reaching the contract end date.
- B.** The Closeout Manager shall ensure successful completion (including acceptance/signoff by DOC) of all tasks, services, and requirements under the contract.
- C.** Within six months of contract end date, the Closeout Manager shall develop a work plan and checklist of all closeout actions to be completed and shall provide a copy to the DOC.
- D.** The Closeout Manager shall submit a weekly status report to the DOC on the completion of checklist and work plan items.
- E.** The Closeout Manager shall coordinate resolution of all open issues.
- F.** The Offeror shall work cooperatively with the DOC and any incoming offeror to ensure smooth transition of services.

IV-5. Service Level Agreements

As part of the ongoing support to be provided, the selected Offeror shall adhere to service level agreements (SLAs) in accordance with **Appendix H, Service Level Agreements**.

As part of the proposal, the Offeror may propose alternative service level agreements and/or service credits; however, these must be submitted on the basis of information included in Appendix I), and the proposal must be submitted on the basis that the SLA's in Appendix I will apply to this procurement.

IV-6. Emergency Preparedness

To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.

- 1.** Describe how you anticipate such a crisis will impact your operations.

2. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:
- employee training (describe your organization’s training plan, and how frequently your plan will be shared with employees)
 - identified essential business functions and key employees (within your organization) necessary to carry them out
 - contingency plans for:
 - How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.
 - How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
 - How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
 - How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

IV-7. Reports and Project Control.

- A. As referenced in IV-3, Requirements, the Contractor shall create and maintain the following plans and reports/logs (in electronic format) throughout the life of the project.
- A. Project Plan** - The Offeror shall create and maintain a work plan in MS Project that includes each task/work elements, duration, scheduled start and end dates, actual start and end dates, the resources assigned to the task, predecessors, percent complete, Tasks should be identified at the lowest level of work. A PERT or GANTT chart display should be used to show project, task, and time relationship. Offeror shall establish a baseline plan and track actual progress and reporting against the baseline.
 - B. Communications Management Plan** – the Offeror shall create a plan that describes the communication management process to be followed for the duration of the project. The Communications Management Plan will address the time frame and frequency for project meetings and reports, what is communicated (status reports, agendas, minutes) who will communicate and who will receive the information, and the methods to convey the information (electronic, hard copy). The plan should specifically include monthly (or as determined by DOC) face to face project status meetings with DOC project staff.
 - C. Project Status Report** - The Offeror shall provide a weekly progress report that includes the following: accomplishments, planned activities (in process, those upcoming for the next two weeks, those behind schedule), issue and risks,

proposed changes and recommendations. The report must display the status of planned versus actual performance. Plan format shall be approved by DOC.

D. Project Issue Management Plan - The Offeror shall provide a detailed plan for management of all issues identified throughout the life of the project. At a minimum the plan should include methodology for issue identification and reporting, process for issue assignment, tracking, and resolution, definition of roles and responsibilities, methodology for classifying issue severity and timeframes for resolution and description of issue status tracking and reporting.

E. Project Issue Tracking Log/Report - The Offeror shall maintain a tracking mechanism that includes, at a minimum:

- Date of discovery
- Issue description
- Owner
- Issue Status
- Final resolution
- Close date

Note: Closed issues should be moved to a “closed” tab for reference purposes.)

F. Risk Management Plan - the Contractor shall provide a plan that outlines the process for reporting, assessing, mitigating and monitoring project risks. Include roles and responsibilities of all parties.

G. Risk Register -the Offeror shall initiate and maintain a repository for project risks. The register should include:

- Identified risks
- Probability of risk occurrence (rating)
- Impact of risk (rating)
- Overall risk (calculation)
- Mitigation Strategies
- Responsible Party

H. Change Management Plan - the Offeror shall create a plan/process to ensure that any change order requests made during the life of the project implementation are properly addressed from point of submission through acceptance/rejection. Include roles and responsibilities of all parties.

I.

Change Request Log/Report - the Offeror shall maintain a tracking mechanism that follows change order activity from request through acceptance/rejection for the life of the project implementation.

IV-8. Contract Requirements—Small Diverse Business Participation.

All contracts containing Small Diverse Business participation must also include a provision requiring the selected contractor to meet and maintain those commitments made to Small Diverse Businesses at the time of proposal submittal or contract negotiation, unless a change in the commitment is approved by the BSBO. All contracts containing Small Diverse Business participation must include a provision requiring Small Diverse Business subcontractors to perform at least **50%** of the subcontracted work.

The selected contractor's commitments to Small Diverse Businesses made at the time of proposal submittal or contract negotiation shall, to the extent so provided in the commitment, be maintained throughout the term of the contract and through any renewal or extension of the contract. Any proposed change must be submitted to BSBO, which will make a recommendation to the Contracting Officer regarding a course of action.

If a contract is assigned to another contractor, the new contractor must maintain the Small Diverse Business participation of the original contract.

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

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

**IT CONTRACT
TERMS AND CONDITIONS**

If an award is made to an Offeror, the Offeror shall receive a Contract that obligates the Offeror to furnish the awarded services in accordance with these IT Contract Terms and Conditions:

1. TERM AND SCOPE OF CONTRACT

- (a) The term of the Contract shall commence on the Effective Date and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract. The Effective Date shall be: a) the date the Contract has been fully executed by the Contractor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained or b) the date referenced in the Contract, whichever is later. The Contract shall not be a legally binding contract until after the fully-executed Contract has been sent to the Contractor.
- (b) The Commonwealth reserves the right to execute the Contract, Purchase Orders or any follow-up Contract documents in ink or electronically. The Contractor understands and agrees that the receipt of an electronically-printed Contract with the printed name of the Commonwealth purchasing agent constitutes a valid, binding contract with the Commonwealth. The printed name of the purchasing agent on the Contract represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Contract. The printed name also indicates that all approvals required by Commonwealth contracting procedures have been obtained.
- (c) The Contractor shall not start performance until all of the following have occurred: (1) the Effective Date has arrived; (2) the Contractor has received a copy of the fully executed Contract; and (3) the Contractor has received a Purchase Order or other written notice to proceed signed by the Contracting Officer. The Commonwealth shall not be liable to pay the Contractor for any supply furnished or work performed or expenses incurred before the Effective Date or before the Contractor receives a copy of the fully executed Contract or before the Contractor has received a Purchase Order. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date.
- (d) The Contractor agrees to furnish the requested services to the Commonwealth as such services are defined in this Contract, the Request for Proposals (RFP) and the Contractor's Proposal.

2. PURCHASE ORDERS

- (a) The Commonwealth may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Contractors are not permitted to accept Purchase Orders which require performance in excess of those performance time periods specified in the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

- (b) Purchase Orders will not include an ink signature by the Commonwealth. The electronically-printed name of the purchaser represents the signature of the individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.
- (c) Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor.
- (d) Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order.
- (e) Purchase Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.
- (f) The Commonwealth and the Contractor specifically agree as follows:
 - (1) No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
 - (2) Upon receipt of a Purchase Order, the Contractor shall promptly and properly transmit an acknowledgement in return. Any order which is issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the Commonwealth, unless and until the Commonwealth agency transmitting the order has properly received an acknowledgement.
 - (3) The parties agree that no writing shall be required in order to make the order legally binding. The parties hereby agree not to contest the validity or enforceability of the Contract or a genuine Purchase Order or acknowledgement that have been issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements shall be in writing and signed by the party bound thereby. The Contract and any genuine Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of the Contract or any genuine Purchase Order or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
 - (4) Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.
- (g) Purchase Orders under five thousand dollars (\$5,000) in total amount may also be made in person or by telephone using a Commonwealth Procurement Card. When an order is

placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. The Contractor agrees to accept payment through the use of a Commonwealth Procurement card.

3. DEFINITIONS

- (a) Contracting Officer. The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- (b) Days. Unless specifically indicated otherwise, days mean calendar days.
- (c) Developed Works or Developed Materials. Except for Contractor's internal communications relating to Services of this Contract that are not delivered to the Commonwealth, all documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other literary works, works of authorship, or tangible material authored or prepared by Contractor in carrying out the obligations and services under this Contract, without limitation. The terms are used herein interchangeably.
- (d) Documentation. A term used to refer to all materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- (e) Proposal. Contractor's response to a Request for Proposals (RFP) issued by the Issuing Agency.
- (f) Services. All Contractor activity necessary to satisfy the Contract.

4. CONTRACT SCOPE

- (a) If the Contractor must perform work at a Commonwealth facility outside of the daily operational hours set forth by the Commonwealth, it must make arrangements with the Commonwealth to assure access to the facility and equipment. No additional payment will be made on the basis of lack of access, unless the Commonwealth fails to provide access as set out in the RFP.
- (b) Except as set out in this Contract, the Contractor shall not offer for sale or provide Commonwealth agencies with any hardware or software (i.e., personal computers, file servers, laptops, personal computer packaged software, etc.). Contractor may recommend the use of tools such as hardware and software, without requiring agencies to purchase those tools. Software tools that are NOT on statewide contract will be acquired through separately procured purchase agreements, and the Contractor shall not be considered for award of such agreements if it has recommended their use.
- (c) Contractor shall comply with the IT standards and policies issued by the Governor's Office of Administration, Office for Information Technology (OA/OIT) (located at: <http://www.portal.state.pa.us/portal/server.pt?open=512&objID=416&PageID=210791&mode=2>), including the accessibility standards set out in IT Bulletin ACC001, IT Accessibility Policy. The Contractor shall ensure that Services procured under this

Contract comply with the applicable standards. In the event such standards change during Contractor's performance, and the Commonwealth requests that Contractor comply with the changed standard, then any incremental costs incurred by Contractor to comply with such changes shall be paid for pursuant to a change order to the Contract.

5. IDENTIFICATION NUMBER

The Contractor must have a SAP vendor number.

6. ORDER OF PRECEDENCE

If any conflicts or discrepancies should arise in the terms and conditions of this Contract, or the interpretation thereof, the order of precedence shall be:

- (a) This Contract; then
- (b) The proposal, as accepted by the Commonwealth; and then
- (c) The RFP.

7. CONTRACT INTEGRATION

- (a) This Contract, including the Contract signature pages, together with the proposal and Best and Final Offer, if any, and the RFP and addenda thereto, if any, that are incorporated herein by reference, constitutes the final, complete, and exclusive Contract between the parties containing all the terms and conditions agreed to by the parties.
- (b) All representations, understandings, promises, and agreements pertaining to the subject matter of this Contract made prior to or at the time this Contract is executed are superseded by this Contract.
- (c) There are no conditions precedent to the performance of this Contract except as expressly set forth herein.
- (d) No contract terms or conditions are applicable to this Contract except as they are expressly set forth herein.

8. PERIOD OF PERFORMANCE

The Contractor, for the life of this Contract, shall complete all Services as specified under the terms of this Contract. In no event shall the Commonwealth be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such Services.

9. OPTION TO EXTEND

The Commonwealth reserves the right, upon notice to the Contractor, to extend the term 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.

10. SPECIAL REQUIREMENTS

The Commonwealth reserves the right to purchase Services within the scope of this Contract through other procurement methods whenever the Commonwealth deems it to be in its best interest.

11. SUBCONTRACTS

The Contractor may subcontract any portion of the Services described in this Contract to third parties selected by Contractor and approved in writing by the Commonwealth, whose approval shall not be unreasonably withheld. Notwithstanding the above, if Contractor has disclosed the identity of Subcontractor(s) together with the scope of work to be subcontracted in its Proposal, award of the Contract is deemed approval of all named Subcontractors and a separate approval is not required. The existence of any subcontract shall not change the obligations of Contractor to the Commonwealth under this Contract. Upon request of the Commonwealth, the Contractor must provide the Commonwealth with a copy of the subcontract agreement between the Contractor and the subcontractor. The Commonwealth reserves the right, for good cause, to require that the Contractor remove a subcontractor from the project. The Commonwealth will not be responsible for any costs incurred by the Contractor in replacing the subcontractor if good cause exists.

12. OTHER CONTRACTORS

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its Services with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

13. PRIME CONTRACTOR RESPONSIBILITIES

The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

14. COMPENSATION

- (a) The Contractor shall be required to perform at the price(s) quoted in the Contract. All items shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for items supplied and performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.
- (b) Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall send an invoice itemized by Purchase Order line item to the address referenced on the Purchase Order promptly after items are satisfactorily delivered. The invoice should include only amounts due under the Contract/Purchase Order. The Purchase Order number must be included on all invoices.

In addition, the Commonwealth shall have the right to require the Contractor to prepare and submit a "Work In Progress" sheet that contains, at a minimum, the tasks performed, number of hours, hourly rates, and the purchase order or task order to which it refers.

15. PAYMENT

- (a) The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is:
 - (1) the date on which payment is due under the terms of the Contract; or
 - (2) forty-five (45) calendar days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed).

The payment date shall be the date specified on the invoice if later than the dates established by (1) and (2) above.

- (b) Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications.
- (c) Electronic Payments
 - (1) The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the Contract, the Contractor must submit or must have already submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM).
 - (2) The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.
 - (3) It is the responsibility of the Contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

16. ASSIGNABILITY

- (a) Subject to the terms and conditions of this Section, the Contract is binding upon the parties and their respective successors and assigns.

- (b) The Contractor may not assign, in whole or in part, the Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Commonwealth, which consent may be withheld at the sole and absolute discretion of the Commonwealth.
- (c) For the purposes of the Contract, the term “assign” shall include, but shall not be limited to, the sale, gift, assignment, encumbrance, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- (d) Any assignment consented to by the Commonwealth shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- (e) Notwithstanding the foregoing, the Contractor may, without the consent of the Commonwealth, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Commonwealth together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of the Contract.
- (f) A change of name by the Contractor, following which the Contractor’s federal identification number remains unchanged, is not considered to be an assignment. The Contractor shall give the Commonwealth written notice of any such change of name.

17. INSPECTION AND ACCEPTANCE

- (a) Acceptance of Developed Materials will occur in accordance with the Deliverable Approval Plan submitted by the Contractor and approved by the Commonwealth. Upon approval of the plan by the Commonwealth, the Deliverable Approval Plan becomes part of this Contract. For contracts where the development of software, the configuration of software, or the modification of software is the deliverable, the Deliverable Approval Plan must include an Acceptance Test Plan. The Acceptance Test Plan will provide for a Final Acceptance Test, and may provide for Interim Milestone Acceptance Tests. Each Acceptance Test will be designed to demonstrate that the Developed Materials conform with the functional specification for the Developed Materials, if any, and/or the requirements of this Contract. Contractor shall notify the Commonwealth when the deliverable is completed and ready for acceptance testing. The Commonwealth will not unreasonably delay commencement of acceptance testing.
 - (1) For Projects that require software integration at the end of the Project, as set out in the RFP, the Commonwealth’s acceptance of a deliverable or milestone shall be final unless at the time of Final Acceptance, the Developed Materials do not meet the acceptance criteria set forth in the Contract.
 - (2) For Projects that do not require software integration at the end of the Project as set out in the RFP, the Commonwealth’s acceptance of a deliverable or milestone shall be complete and final.

- (b) Contractor shall certify, in writing, to the Commonwealth when a particular Deliverable milestone, interim or final, is completed and ready for acceptance (hereinafter Acceptance). Unless otherwise agreed to by the Commonwealth, the Acceptance period shall be ten (10) business days for interim milestones and thirty (30) days for final milestones. On or before the 10th business day for interim milestones or 30th business day for the final milestone, following receipt by the Commonwealth of Contractor's certification of completion of a particular milestone, the Commonwealth shall, subject to Section 17(a) either: (1) provide the Contractor with Commonwealth's written acceptance of the Developed Materials in the completed milestone, or (2) identify to Contractor, in writing, the failure of the Developed Materials to comply with the specifications, listing all such errors and omissions with reasonable detail.
- (c) If the Commonwealth fails to notify the Contractor in writing of any failures in the Developed Materials within the applicable Acceptance period, the Developed Materials shall be deemed accepted.
- (d) If the Developed Materials do not meet an accessibility standard, the Contractor must provide written justification for its failure to meet the standard. The justification must provide specific details as to why the standard has not been met. The Commonwealth may either waive the requirement as not applicable to the Commonwealth's business requirements or require that the Contractor provide an acceptable alternative. Any Commonwealth waiver of the requirement must be in writing.
- (e) Upon the Contractor's receipt of the Commonwealth's written notice of rejection, which must identify the reasons for the failure of the Developed Materials in a completed milestone to comply with the specifications, the Contractor shall have fifteen (15) business days, or such other time as the Commonwealth and Contractor may agree is reasonable, within which to correct all such failures, and resubmit the corrected Developed Materials, certifying to the Commonwealth, in writing, that the failures have been corrected, and that the Developed Materials have been brought into compliance with the specifications. Upon receipt of such corrected and resubmitted Developed Materials and certification, the Commonwealth shall have thirty (30) business days to test the corrected Developed Materials to confirm that they are in compliance with the specifications. If the corrected Developed Materials are in compliance with the specifications, then the Commonwealth shall provide the Contractor with its acceptance of the Developed Materials in the completed milestone.
- (f) If, in the opinion of the Commonwealth, the corrected Developed Materials still contain material failures, the Commonwealth may either:
 - (1) Repeat the procedure set forth above; or
 - (2) Proceed with its rights under Section 22 (TERMINATION).

18. DEFAULT

- (a) The Commonwealth may, subject to the provisions of Section 19 (NOTICE OF DELAYS) and Section 53 (FORCE MAJEURE), and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor,

and terminate (as provided in Section 22 (TERMINATION) the whole or any part of this Contract for any of the following reasons:

- (1) Failure to begin Services within the time specified in the Contract or as otherwise specified;
- (2) Failure to perform the Services with sufficient labor, equipment, or material to insure the completion of the specified Services in accordance with the Contract terms;
- (3) Unsatisfactory performance of the Services;
- (4) Failure to deliver the awarded item(s) within the time specified in the Contract or as otherwise specified;
- (5) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract;
- (6) Failure or refusal to remove material, or remove, replace, or perform any Services rejected as defective or noncompliant;
- (7) Discontinuance of Services without approval;
- (8) Failure to resume Services, which has been discontinued, within a reasonable time after notice to do so;
- (9) Insolvency;
- (10) Assignment made for the benefit of creditors;
- (11) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due subcontractors for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- (12) Failure to protect, to repair, or to make good any damage or injury to property;
- (13) Material breach of any provision of this Contract;
- (14) Failure to comply with representations made in the Contractor's Proposal; or
- (15) Failure to comply with applicable industry standards, customs, and practice.

19. NOTICE OF DELAYS

Whenever the Contractor encounters any difficulty that delays or threatens to delay the timely performance of this Contract (including actual or potential labor disputes), the Contractor shall promptly give notice thereof in writing to the Commonwealth 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 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. If an extension of the delivery schedule is granted, it will be done consistent with Section 21 (CHANGES).

20. CONDUCT OF SERVICES

Following the Effective Date of the Contract, Contractor shall proceed diligently with all Services and shall perform such Services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

In determining whether or not the Contractor has performed with due diligence hereunder, it is agreed and understood that the Commonwealth may measure the amount and quality of the Contractor's effort against the representations made in the Contractor Proposal. The Contractor's Services hereunder shall be monitored by the Commonwealth and the Commonwealth's designated representatives. If the Commonwealth reasonably determines that the Contractor has not performed with due diligence, the Commonwealth and the Contractor will attempt to reach agreement with respect to such matter. Failure of the Commonwealth or the Contractor to arrive at such mutual determinations shall be a dispute concerning a question of fact within the meaning of Section 24 (CONTRACT CONTROVERSIES) of this Contract.

21. CHANGES

- (a) At any time during the performance of the Contract, the Commonwealth or the Contractor may request a change to the Contract. Contractor will make reasonable efforts to investigate the impact of the change request on the price, timetable, specifications, and other terms and conditions of the Contract. If the Commonwealth is the requestor of the change, the Contractor will inform the Commonwealth if there will be any charges for the Contractor's services in investigating the change request prior to incurring such charges. If the Commonwealth and the Contractor agree on the results of the investigation and any necessary amendments to the Contract, the parties must complete and execute a change notice to modify the Contract and implement the change. The change request will be evidenced by a Purchase Order issued by the Commonwealth. No work may begin on the change request until the Contractor has received the Purchase Order. If the parties cannot agree upon the results of the investigation or the necessary amendments to the Contract, the change request will not be implemented and, if the Contractor initiated the change request it may elect to handle the matter in accordance with Section 24 (CONTRACT CONTROVERSIES) of this Contract.
- (b) Changes outside the scope of this Contract shall be accomplished through the Commonwealth's normal procurement procedures, and may result in an amended Contract or a new contract. No payment will be made for services outside of the scope of the Contract for which no amendment has been executed, prior to the provision of the services.

22. TERMINATION

- (a) For Convenience
 - (1) The Commonwealth may terminate this Contract without cause by giving Contractor thirty (30) calendar days prior written notice (Notice of Termination)

whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience). Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance under this Contract is terminated either in whole or in part and the date on which such termination becomes effective.

In the event of termination hereunder, Contractor shall receive payment for the following:

- (i) all Services performed consistent with the terms of the Contract prior to the effective date of termination;
- (ii) all actual and reasonable costs incurred by Contractor as a result of the termination of the Contract; and

In no event shall the Contractor be paid for any loss of anticipated profit (by the Contractor or any Subcontractor), loss of use of money, or administrative or overhead costs.

Failure to agree on any termination costs shall be a dispute handled in accordance with Section 24 (CONTRACT CONTROVERSIES) of this Contract.

- (2) The Contractor shall cease Services as of the date set forth in the Notice of Termination, and shall be paid only for such Services as have already been satisfactorily rendered up to and including the termination date set forth in said notice, or as may be otherwise provided for in said Notice of Termination, and for such services performed during the thirty (30) calendar day notice period, if such services are requested by the Commonwealth, for the collection, assembling, and transmitting to the Commonwealth of at least all materials, manuals, magnetic media, studies, drawings, computations, maps, supplies, and survey notes including field books, which were obtained, prepared, or developed as part of the Services required under this Contract.
- (3) The above shall not be deemed to limit the Commonwealth's right to terminate this Contract for any reason as permitted by the other provisions of this Contract, or under applicable law.

(b) Non-Appropriation

Any payment obligation or portion thereof of the Commonwealth created by this Contract is conditioned upon the availability and appropriation of funds. When funds (state or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract. The Contractor shall be reimbursed in the same manner as that described in this section related to Termination for Convenience to the extent that appropriated funds are available.

(c) Default

The Commonwealth may, in addition to its other rights under this Contract, terminate this Contract in whole or in part by providing written notice of default to the Contractor if the Contractor materially fails to perform its obligations under the Contract and does not cure such failure within thirty (30) days or, if a cure within such period is not practical, commence a good faith effort to cure such failure to perform within the specified period or such longer period as the Commonwealth may specify in the written notice specifying such failure, and diligently and continuously proceed to complete the cure . The Contracting Officer shall provide any notice of default or written cure notice for Contract terminations.

- (1) Subject to Section 30 (LIMITATION OF LIABILITY) of this Contract, in the event the Commonwealth terminates this Contract in whole or in part as provided in this Subsection 22(c), the Commonwealth may procure services similar to those so terminated, and the Contractor, in addition to liability for any liquidated damages, shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the services and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent services for the terminated services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this section.
 - (2) Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism, and unusually severe weather. The Contractor shall notify the Contracting Officer promptly in writing of its inability to perform because of a cause beyond the control of the Contractor.
 - (3) Nothing in this Subsection 22 (c) shall abridge the Commonwealth's right to suspend, debar, or take other administrative action against the Contractor.
 - (4) If it is later determined that the Commonwealth erred in terminating the Contract for default, then the Contract shall be deemed to have been terminated for convenience under Subsection (a).
 - (5) If this Contract is terminated as provided by this Subsection 22(c), the Commonwealth may, in addition to any other rights provided in this Subsection, and subject to Section 36 (OWNERSHIP RIGHTS) of this Contract, require the Contractor to deliver to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such reports and other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated. Payment for such reports and documentation will be made consistent with the Contract.
- (d) The rights and remedies of the Commonwealth provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

- (e) The Commonwealth's failure to exercise any rights or remedies provided in this Section shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- (f) Following exhaustion of the Contractor's administrative remedies as set forth in Section 24 (CONTRACT CONTROVERSIES), the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

23. BACKGROUND CHECKS

- (a) 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.
- (b) 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 an employee of the Contractor or an employee of a subcontractor of the Contractor 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 Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to cure any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.
- (c) The Commonwealth specifically reserves the right of the Commonwealth to conduct or require background checks over and above that described herein.

24. CONTRACT CONTROVERSIES

- (a) In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.
- (b) The contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120

days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.

- (c) Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

25. CONFIDENTIALITY

- (a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any 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, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). 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 pursuant to Section 22.c (DEFAULT), in addition to other remedies available to the non-breaching party.
- (b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:
 - (1) already known to the recipient at the time of disclosure other than through the contractual relationship;
 - (2) independently generated by the recipient and not derived from the information supplied by the disclosing party;
 - (3) 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;

- (4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
- (5) 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.

- (c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:
 - (1) Prepare an un-redacted version of the appropriate document, and
 - (2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
 - (3) Prepare a signed written statement that states:
 - (i) the attached document contains confidential or proprietary information or trade secrets;
 - (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
 - (iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
 - (4) Submit the two documents along with the signed written statement to the Commonwealth.

26. INSURANCE

- (a) The Contractor shall procure and maintain at its expense and 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:
 - (1) 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* (77 P.S. § 101, *et seq.*).
 - (2) 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 per person and \$2,000,000 per occurrence, personal injury and property damage combined. Such policies shall be occurrence based rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured, as its interests may appear. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the Commonwealth as an additional insured against the insurance coverages in regard to the Services performed for the Commonwealth.

- (b) Prior to commencing Services under the Contract, the Contractor shall provide the Commonwealth 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 in such a way to cause the coverage to fail to comply with the requirements of this Paragraph until at least thirty (30) days prior written notice has been given to the Commonwealth.
- (c) The Contractor agrees to maintain such insurance for the life of the Contract.
- (d) Upon request to and approval by the Commonwealth, contractor's self-insurance of the types and amounts of insurance set for above shall satisfy the requirements of this Section 26 (INSURANCE), provided the Commonwealth may request from Contractor evidence each year during the term of the contract that Contractor has sufficient assets to cover such losses.

27. CONTRACTOR RESPONSIBILITY PROGRAM

- (a) The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.
- (b) The Contractor must also certify, in writing, that as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.
- (c) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- (d) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (e) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the

Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- (f) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No. (717) 783-6472
FAX No. (717) 787-9138

28. 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.

29. TAXES-FEDERAL, STATE, AND LOCAL

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax-free purchases under registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas-guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania sales tax, local sales tax, public transportation assistance taxes, and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this Section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

30. LIMITATION OF LIABILITY

- (a) The Contractor's liability to the Commonwealth under this Contract shall be limited to the greater of \$250,000 or the value of this Contract (including any amendments). This limitation will apply, except as otherwise stated in this Section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to damages for:
- (1) bodily injury;
 - (2) death;
 - (3) intentional injury;

- (4) damage to real property or tangible personal property for which the Contractor is legally liable; or
 - (5) the Contractor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection.
- (b) In no event will the Contractor be liable for consequential or incidental damages unless otherwise specified in the RFP. Except as set out in Section 32 (VIRUS; MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING), the Contractor will not be liable for damages due to lost records or data, unless otherwise specified in the RFP. 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.

31. COMMONWEALTH HELD HARMLESS

- (a) The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. § 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- (b) Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

32. VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING

- (a) Notwithstanding any other provision in this Contract to the contrary, if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks 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. The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of 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 in effect at the commencement of the Contract and complying with those standards. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.

- (b) The Contractor shall perform a security scan on any software or computer program developed by the Contractor or its subcontractors in a country other than the United States of America that may come in contact with the Commonwealth's software or computer networks. Contractor shall perform such security scan prior to introducing any such software or computer program into a Commonwealth development environment, test environment or production environment. The results of these security scans will be provided to the Commonwealth prior to installing into any Commonwealth development environment, test environment or production environment. The Commonwealth may perform, at its discretion, additional security scans on any software or computer program prior to installing in a Commonwealth environment as listed above.
- (c) 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 that will be connected to a Commonwealth network 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 Commonwealth shall not install any software or monitoring tools on the Contractor's equipment without the Contractor's written consent to do so.
- (d) 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 Contract.
- (e) 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.

33. PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET PROTECTION

- (a) The Contractor shall hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States or foreign patents, copyrights, or trademarks, or for a misappropriation of trade secrets arising out of performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by the Contractor, and in any such suit or proceeding will satisfy any final award for such infringement, including costs. The Commonwealth agrees to give Contractor prompt notice of any such claim of which it learns. Pursuant to

the Commonwealth Attorneys Act 71 P.S. § 732-101, *et seq.*, the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under the terms it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits. No settlement which prevents the Commonwealth from continuing to use the Developed Materials as provided herein shall be made without the Commonwealth's prior written consent. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Contractor that, in the event it requests that the Commonwealth to provide support to the Contractor in defending any such claim, the Contractor shall reimburse the Commonwealth for all expenses (including attorneys' fees, if such are made necessary by the Contractor's request) incurred by the Commonwealth for such support. If OAG does not delegate the defense of the matter, the Contractor's obligation to indemnify ceases. The Contractor will, at its expense, provide whatever cooperation OAG requests in the defense of the suit.

- (b) The Contractor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Contractor certifies that, in all respects applicable to this Contract, it has exercised and will continue to exercise due diligence to ensure that all works produced under this Contract do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties. The Contractor also agrees to certify that work produced for the Commonwealth under this contract shall be free and clear from all claims of any nature.
- (c) If the defense of the suit is delegated to the Contractor, the Contractor shall pay all damages and costs awarded therein against the Commonwealth. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.
- (d) If, in the Contractor's opinion, the products, materials, reports, studies, or computer programs furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, at its option and expense, substitute functional equivalents for the alleged infringing products, materials, reports, studies, or computer programs or, at the Contractor's option and expense, obtain the rights for the Commonwealth to continue the use of such products, materials, reports, studies, or computer programs.
- (e) If any of the products, materials, reports, studies, or computer programs provided by the Contractor are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing products, materials, reports, studies, or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing.
- (f) If the Contractor is unable to do any of the preceding, the Contractor agrees to pay the Commonwealth:

- (1) any amounts paid by the Commonwealth less a reasonable amount based on the acceptance and use of the deliverable;
 - (2) any license fee less an amount for the period of usage of any software; and
 - (3) the prorated portion of any service fees representing the time remaining in any period of service for which payment was made.
- (g) The obligations of the Contractor under this Section continue without time limit and survive the termination of this contract.
- (h) Notwithstanding the above, the Contractor shall have no obligation for:
- (1) modification of any product, service, or deliverable provided by the Commonwealth;
 - (2) any material provided by the Commonwealth to the Contractor and incorporated into, or used to prepare, a product, service, or deliverable;
 - (3) use of the product, service, or deliverable in other than its specified operating environment;
 - (4) the combination, operation, or use of the product, service, or deliverable with other products, services, or deliverables not provided by the Contractor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Contractor did not provide;
 - (5) infringement of a non-Contractor product alone;
 - (6) the Commonwealth's distribution, marketing or use beyond the scope contemplated by the Contract; or
 - (7) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Contractor at no charge.
- (i) The obligation to indemnify the Commonwealth, under the terms of this Section, shall be the Contractor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

34. SENSITIVE INFORMATION

- (a) The Contractor shall not publish or otherwise disclose, except to the Commonwealth or the Contractor's subcontractors and except matters of public record (which is to be determined entirely in the discretion of the Commonwealth), any information or data obtained hereunder from private individuals, organizations, or public agencies.
- (b) 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 consent pursuant to applicable state and federal law and

regulations. All documents associated with direct disclosures of this kind must be announced to and open for inspection by the Commonwealth.

- (c) Contractor will comply with all federal or state laws related to the use and disclosure of information, including information that constitutes Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA). Further, by signing this Contract, the Contractor agrees to the terms of the Business Associate Agreement, which is incorporated into this Contract as Exhibit A. It is understood that Exhibit A is only applicable if indicated in the procurement documents.
- (d) Rights and obligations of the parties under this Section 34 survive the termination of this Contract

35. CONTRACT CONSTRUCTION

The provisions of this Contract shall be construed in accordance with the provisions of all applicable laws and regulations of the Commonwealth of Pennsylvania. However, by executing this Contract, the Contractor agrees that it has and will continue to abide by the intellectual property laws of the United States of America.

36. OWNERSHIP RIGHTS

- (a) Ownership of Properties
 - (1) All “Developed Works” shall be owned according to the provisions set forth in this Section 36.
 - (2) All software owned by the Commonwealth or its licensors (“Commonwealth Software”) as of the Effective Date, shall be and shall remain the exclusive property of the Commonwealth or its licensors, and Contractor shall acquire no rights or interests in the Commonwealth Software or Tools or that of its licensors by virtue of this Contract except as described in this Section or in another provision set forth in this Contract. The Contractor shall not use any Commonwealth Software, Commonwealth Tools or software or tools of its licensors for any purpose other than for completion of work to be performed under this Contract. In the use of Commonwealth Software, Commonwealth Tools or software or tools of its licensors, Contractor will be bound by the confidentiality provisions of this Contract.
- (b) Definitions
 - (1) Software—For the purposes of this Contract, the term “software” means a collection of one or more programs, databases or microprograms fixed in any tangible medium of expression that comprises a sequence of instructions (source code) to carry out a process in, or convertible into, a form executable by an electronic computer (object code).
 - (2) Data—For the purposes of this Contract, the term “data” means any recorded information, regardless of form, the media on which it may be recorded, or the method of recording.

- (3) Technical Data—For purposes of this Contract, the term “technical data” means any specific information necessary for the development, production or use of the Commonwealth Software.

(c) Commonwealth Property—Non-Exclusive, License Grant and Restrictions

During the term of this Contract, Commonwealth grants to Contractor for the limited purpose of providing the Services covered under this Contract, a limited, nonexclusive, nontransferable, royalty-free right (subject to the terms of any third party agreement to which the Commonwealth is a party) to do the following:

- (1) Obtain access to and use of the Commonwealth Software in accordance with the terms of this Contract.
- (2) Reproduce the Commonwealth Software for archival purposes or for other purposes expressly provided for under this Contract.
- (3) Modify the Commonwealth Software consistent with the terms and conditions of this Contract provided that Contractor agrees to assign to the Commonwealth, its rights, if any, in any derivative works resulting from Contractor’s modification of the Commonwealth Software. Contractor agrees to execute any documents required to evidence this assignment and to waive any moral rights and rights of attribution provided for in Section 106A of Title 17 of the United States Code, the Copyright Act of 1976.
- (4) Allow the Contractor’s subcontractors approved by the Commonwealth to obtain access to the Commonwealth Software for the purposes of complying with the terms and conditions of this Contract; 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 the authority to provide the license grant and rights set forth in this Section.
- (5) To the extent that Contractor uses Commonwealth Software, Commonwealth Tools or software or tools of its licensor, Contractor agrees to protect the confidentiality of these works and maintain these proprietary works with the strictest confidence.

(d) Impact of Third Party Agreements

Subject to the terms of any third party agreement to which the Commonwealth is a party, (i) the 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 of this Contract and, (ii) Contractor, as part of the Services to be rendered under this Contract, 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 required by this Contract.

(e) Reservation of Rights

All rights, not expressly granted here to Contractor on a nonexclusive basis, including the right to grant non-exclusive licenses and other rights are reserved by the Commonwealth.

(f) Termination of Commonwealth License Grant

Upon the expiration or termination for any reason of Contractor's obligation to provide the Services under this Contract, all rights granted to Contractor in this Section 36 (OWNERSHIP RIGHTS) shall immediately cease. Contractor shall, at no cost to Commonwealth, deliver to Commonwealth all of the Commonwealth Software and Tools (including any related source code then in Contractor's possession or under its control) in the form in use as of the Effective Date of such expiration or termination. Within fifteen (15) calendar days after termination, Contractor shall provide the Commonwealth 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, in writing; 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.

(g) Effect of License Grant Termination

Consistent with the provisions of this Section, Contractor shall refrain from manufacturing, copying, marketing, distributing, or use of any Commonwealth Software or any other work which incorporates the Commonwealth Software. The obligations of this Section 36 (OWNERSHIP RIGHTS) shall survive any termination of this Contract.

(h) Use of Contractor-Owned Software

All software owned by Contractor (Contractor Software) and tools owned by Contractor (Contractor Tools, as defined in paragraph (i) below) prior to the Effective Date of this Contract shall be and shall remain the exclusive property of Contractor. The Commonwealth shall acquire no rights or interests in the Contractor Software or the Contractor Tools by virtue of this Contract except as set forth in this Section.

(i) Definition of Contractor Tools

Contractor Tools is defined as any tools, both in object code and source code form, which Contractor has previously developed, or which Contractor independently develops or licenses from a third party, excluding any tools that Contractor creates pursuant to this Contract. Contractor Tools includes but is not limited to, methodologies, information, concepts, toolbars for maneuvering between pages, search engines, JAVA applets, and ActiveX controls.

(j) Required Reports, Records and Inventory of Contractor Tools and Contractor Software

(1) Contractor must provide a list of all Contractor Tools and Contractor Software to be delivered in connection with the deliverables or Developed Materials prior to commencing any work under the Contract. Contractor must also provide a list of all other Contractor Tools and Contractor Software intended to be used by

Contractor to provide the services under this Contract but will not become part of or necessary for the use of the Developed Materials. All Contractor Tools and Contractor Software necessary to use deliverables or Developed Materials shall be delivered to the Commonwealth along with the license set forth in Section 36(k). Contractor may amend these lists from time to time while the Contract is being carried out or upon its completion. 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 the Contract on which it was used, 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 Commonwealth prior to its use on the Contract. Any Contractor Tools or Contractor Software not included on the lists will be deemed to have been created under this Contract.

- (2) As part of its response to a RFP, 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.
 - (3) During the term of this Contract, Contractor shall maintain at its principal office books of account and records showing its actions under this Contract. Upon reasonable notice by Commonwealth, Contractor shall allow Commonwealth to inspect these records and accounts for purposes of verifying the accuracy of such accounts and records.
 - (4) In the event that Contractor fails to list a Contractor Tool or Contractor Software, but is able to demonstrate that such tool or software was independently developed by Contractor prior to the Effective Date of this Contract, Contractor shall retain complete ownership of such Contractor Tool or Contractor Software that is necessary to use the deliverables or Developed Works, provided that notice is given to the Commonwealth prior to use on the Contract.
- (k) Expiration or Termination NonExclusive License Grant—Non-Commercial Contractor Tools and Software

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 based upon 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 and maintenance 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 that allows for the use of the Contractor Software or Contractor Tools for which a license is granted

under this Section 36 (OWNERSHIP RIGHTS), the Commonwealth will include a provision in that contract that limits the use of the Contractor Software or Contractor Tools as delineated in this Section.

(1) Rules of Usage for Developed Works

- (1) If Developed Works modify, improve, or enhance application software programs or other materials generally licensed by the Contractor, then such Developed Works shall be the property of the Contractor, and Contractor hereby grants Commonwealth an irrevocable, nonexclusive, worldwide, fully paid-up license (to include source code and relevant documentation) in perpetuity to use, modify, execute, reproduce, display, perform, prepare derivative works from and distribute, within the Commonwealth, of such Developed Works. For purposes of distribution under the license grant created by this section, Commonwealth includes any government agency, department, instrumentality, division, unit or other office that is part of the Commonwealth of Pennsylvania, 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 geographical boundaries of the Commonwealth of Pennsylvania. If federal funds are used in creation of the Developed Works, the Commonwealth also includes any other state government as well as the federal government.
- (2) If Developed Works 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 Works. To the extent 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 Works.
- (3) If Developed Works have been funded by Commonwealth, to any extent, with either Commonwealth or federal funds, and the Developed Works 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 Works 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 Works. The Commonwealth shall exclusively own all software products first developed under the terms of this contract by the Contractor, its subcontractors or other third party vendors that are specifically developed for, engineered and integrated into the Developed Works.
- (4) When the Developed Work is a report provided by a research company that was provided under this Contract, but which was not developed specifically for the

Commonwealth under this Contract, the ownership of the Developed Work will remain with the Contractor, provided, however, that the Commonwealth has the right to copy and distribute the Developed Work within the Commonwealth.

- (m) Copyright Ownership—Developed Works Developed as Part of the Scope of Work for the Project, including Developed Works developed by Subcontractors, are the sole and exclusive property of the Commonwealth and shall be considered “works made for hire” under the United States Copyright Act of 1976, as amended, 17 United States Code. In the event that the Developed Works do not fall within the specifically enumerated works that constitute works made for hire under the United States copyright laws, Contractor agrees to assign and, upon their authorship or creation, expressly and automatically assigns all copyright interests, proprietary rights, trade secrets, and other right, title, and interest in and to such Developed Works to Commonwealth. Contractor further agrees that it will have its Subcontractors assign, and upon their authorship or creation, expressly and automatically assign all copyright interest, proprietary rights, trade secrets, and other right, title, and interest in and to the Developed Works to the Commonwealth. Commonwealth shall have all rights accorded an owner of copyright under the United States copyright laws including, but not limited to, the exclusive right to reproduce the Developed Works in multiple copies, the right to distribute, copies by sales or other transfers, the right to register all copyrights in its own name as author in the United States and in foreign countries, the right to prepare derivative works based upon the Developed Works and the right to display the Developed Works. The Contractor further agrees that it will include this requirement in any subcontractor or other agreement with third parties who in any way participate in the creation or development of Developed Works. Upon completion or termination of this Contract, Developed Works shall immediately be delivered by Contractor to the Commonwealth. Contractor warrants that the Developed Works are original and do not infringe any copyright, patent, trademark, or other intellectual property right of any third party and are in conformance with the intellectual property laws of the United States.
- (n) Patent Ownership
- (1) Contractor and its subcontractors shall retain ownership to patentable items, patents, processes, inventions or discoveries (collectively, the Patentable Items) made by the Contractor during the performance of this Contract. Notwithstanding the foregoing, the Commonwealth shall be granted a nonexclusive, nontransferable, royalty free license to use or practice the Patentable Items. Commonwealth may disclose to third parties any such Patentable Items made by Contractor or any of its subcontractors under the scope of work for the Project that have been previously publicly disclosed. Commonwealth understands and agrees that any third party disclosure will not confer any license to such Patentable Items.
- (2) Contractor shall not use any computer program, code, or any works developed by or for Contractor independently of this Contract (“Pre-Existing Materials”) in the performance of the Services under this Contract, without the express written consent of the Commonwealth. Any Pre-Existing Materials used by Contractor for performance of Services under this Contract without Commonwealth consent shall be deemed to be Developed Works as that term is used in this Section. In the event that Commonwealth provides such consent, Contractor shall retain any and all rights in such Pre-Existing Materials.

(o) Federal Government Interests

It is understood that certain funding under this Contract may be provided by the federal government. Accordingly, the rights to Developed Works or Patentable Items of Contractors or subcontractors hereunder will be further subject to government rights as set forth in 37 C.F.R. Section 401, and other applicable statutes.

(p) Usage Rights for Know-How and Technical Information

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 Section relating to the Services which Contractor or Commonwealth (alone or jointly with the Commonwealth) develops or learns in connection with Contractor's provision of Services to Commonwealth under this Contract.

(q) Commonwealth Intellectual Property Protection

Contractor acknowledges Commonwealth's exclusive right, title and interest, including without limitation copyright and trademark rights, in and to Commonwealth Software, Commonwealth Tools and the Developed Works developed under the provisions of this Section, 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 Works without 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 Works. This provision is a material part of this Section.

(r) Contractor Intellectual Property Protection

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

(s) Source Code and Escrow Items Obligations

Simultaneously with delivery of the Developed Works to Commonwealth, Contractor shall deliver a true, accurate and complete copy of all source codes relating to the Developed Works. To the extent that the Developed Works include application software or other materials generally licensed by the Contractor, then the source code shall be placed in escrow, subject to the terms and conditions of an Escrow Agreement to be executed by the Parties and an Escrow Agent that is acceptable to the Commonwealth.

(t) Contractor's Copyright Notice Obligations

Contractor will affix the following Copyright Notice to the Developed Works developed under this Section and all accompanying documentation: "Copyright © [year] by the Commonwealth of Pennsylvania. All Rights Reserved." This notice shall appear on all

tangible versions of the Developed Works delivered under this Contract and any associated documentation. It shall also be programmed into any and all Developed Works delivered hereunder so that it appears at the beginning of all visual displays of such Developed Works.

(u) Commercial Software

If a product or deliverable under this Contract is commercially available software or requires commercially available software for use and the Contractor is the licensor of the software, Contractor shall enter into a license agreement with the Commonwealth that incorporates Exhibit C (Software License Requirements) as a material part of the software license agreement. If a product or deliverable under this Contract is commercially available software or requires commercially available software for use and the Contractor is not the licensor of the software, the Contractor hereby agrees that, before it incorporates such software into a deliverable, Contractor will inform the licensor of the software that it will be required to enter into a software license agreement with the Commonwealth that incorporates Exhibit C (Software License Requirements) as a material part of the licensor's software license agreement.

37. PUBLICATION RIGHTS AND/OR COPYRIGHTS

- (a) Except as otherwise provided in Section 36 (OWNERSHIP RIGHTS), the Contractor shall not publish any of the results of the work without the written permission of the Commonwealth. The publication shall include the following statement: "The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the Commonwealth of Pennsylvania." The Contractor shall not include in the documentation any copyrighted matter, unless the Contractor provides the Commonwealth with written permission of the copyright owner.
- (b) Except as otherwise provided in Section 36 (OWNERSHIP RIGHTS) and the confidentiality provisions of Section 25 (CONFIDENTIALITY), the Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report or data designed or developed and delivered to the Commonwealth as part of the performance of the Contract.
- (c) Rights and obligations of the parties under this Section 37 survive the termination of this Contract.

38. CHANGE OF OWNERSHIP OR INSOLVENCY

In the event that the Contractor should change ownership for any reason whatsoever, the Commonwealth shall have the exclusive option of continuing under the terms and conditions of this Contract with the Contractor or its successors or assigns for the full remaining term of this Contract, or continuing under the terms and conditions of this Contract with the Contractor or its successors or assigns for such period of time as is necessary to replace the products, materials, reports, studies, or computer programs, or immediately terminating this Contract. Nothing in this section limits the Commonwealth's exercise of any rights that the Commonwealth may have under Section 22 (TERMINATION).

39. OFFICIALS NOT TO BENEFIT

No official or employee of the Commonwealth and no member of its General Assembly who exercises any functions or responsibilities under this Contract shall participate in any decision relating to this Contract which affects their personal interest or the interest of any corporation, partnership, or association in which they are, directly or indirectly, interested; nor shall any such official or employee of the Commonwealth or member of its General Assembly have any interest, direct or indirect, in this Contract or the proceeds thereof.

40. INDEPENDENT CAPACITY OF CONTRACTOR

- (a) 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.
- (b) 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.

41. COMPLIANCE WITH LAWS

The Contractor shall comply with all federal, state, and local laws applicable to its Services, including, but not limited to, all statutes, regulations and rules that are in effect as of the Effective Date of the Contract and shall procure at its expense all licenses and all permits necessary for the fulfillment of its obligation.

42. THE AMERICANS WITH DISABILITIES ACT

During the term of this Contract, the Contractor agrees as follows:

- (a) Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101, *et seq.*, the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the *General Prohibitions Against Discrimination*, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of *The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through Contracts with outside Contractors.
- (b) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from losses, damages, expenses claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subsection (a) above.

43. EXAMINATION OF RECORDS

- (a) The Contractor agrees to maintain, using its standard procedures, and in accordance with Generally Accepted Accounting Principles, books, records, documents, and other evidence pertaining to the charges under this Contract to the extent and in such detail as will properly reflect all charges for which reimbursement is claimed under the provisions of this Contract.
- (b) The Contractor agrees to make available at the office of the Contractor at all reasonable times, and upon reasonable written notice, during the term of this Contract and the period set forth in Section 43(c) below, any of the records for inspection, audit, or reproduction by any authorized Commonwealth representative. To the extent allowed by law, the Commonwealth agrees to maintain any documents so provided in accordance with the confidentiality provisions in Section 25 (CONFIDENTIALITY).
- (c) The Contractor shall preserve and make available its records for a period of three (3) years from the date of final payment under this Contract:
 - (1) If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.
 - (2) Non-privileged records which relate to litigation or the settlement of claims arising out of the performance of this Contract, or charges under this Contract as to which exception has been taken by the auditors, shall be retained by the Contractor until such litigation, claims, or exceptions have been finally resolved.
- (d) Except for documentary evidence retained pursuant to Section 43(c)(2) above, the Contractor may in fulfillment of its obligation to retain its records as required by this Section substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two (2) years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Commonwealth with the concurrence of its auditors.
- (e) The provisions of this Section shall be applicable to and included in each subcontract hereunder. The term "subcontract" as used in this contract only, excludes purchase orders not exceeding \$1,000 and subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

44. SINGLE AUDIT ACT OF 1984

In compliance with the *Single Audit Act of 1984*, the Contractor agrees to the following:

- (a) This Contract is subject to audit by federal and state agencies or their authorized representative in accordance with the auditing standards promulgated by the Comptroller General of the United States and specified in *Government Auditing Standards*, 1994 Revisions (Yellow Book).
- (b) The audit requirement of this Contract will be satisfied if a single audit is performed under the provisions of the *Single Audit Act of 1984*, 31 U.S.C. § 7501, *et seq.*, and all rules and regulations promulgated pursuant to the Act.

- (c) The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial/compliance, economy/efficiency, or program results nature, if deemed necessary.
- (d) The Contractor further agrees to comply with requirements that may be issued by the state agency upon receipt of additional guidance received from the federal government regarding the *Single Audit Act of 1984*.

45. ENVIRONMENTAL PROTECTION

In carrying out this Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including the *Clean Streams Law*, Act of June 22, 1937, as amended; the *Pennsylvania Solid Waste Management Act*, Act of July 7, 1980 (P.L. 380, No. 97), as amended; and the *Dam Safety and Encroachment Act*, Act of November 26, 1978 (P.L. 1375, No. 325), as amended.

46. NONDISCRIMINATION CLAUSE/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

- (a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
- (c) The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- (d) The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.
- (e) The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction

Contractors”, each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.

- (f) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- (g) The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

47. CONTRACTOR INTEGRITY PROVISIONS

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

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

- (a) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
- (b) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
- (c) Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor’s Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.
- (d) Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
- (e) Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor’s Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.

- (f) Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
- (g) Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
- (h) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- (i) Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
 - (1) Approved in writing by the Commonwealth prior to its disclosure; or
 - (2) Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
 - (3) Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - (4) Necessary for purposes of Contractor's internal assessment and review; or
 - (5) Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - (6) Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
 - (7) Otherwise required by law.
- (j) Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with,

convicted of, or officially notified of a governmental determination of any of the following:

- (1) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (2) Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - i. obtaining;
 - ii. attempting to obtain; or
 - iii. performing a public contract or subcontract.

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

- (3) Violation of federal or state antitrust statutes.
- (4) Violation of any federal or state law regulating campaign contributions.
- (5) Violation of any federal or state environmental law.
- (6) Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- (7) Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
- (8) Violation of any federal or state law prohibiting discrimination in employment.
- (9) Debarment by any agency or department of the federal government or by any other state.
- (10) Any other crime involving moral turpitude or business honesty or integrity.

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

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

- (1) Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
- (2) Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

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

- (l) Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
- (m) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.
- (n) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
- (o) Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
- (p) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

- (q) For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph (q).
- (1) “Confidential information” means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
 - (2) “Consent” means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
 - (3) “Contractor” means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
 - (4) “Financial interest” means:
 - i. Ownership of more than a five percent interest in any business; or
 - ii. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - (5) “Gratuity” means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor’s Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b)*, shall apply.
 - (6) “Immediate family” means a spouse and any unemancipated child.
 - (7) “Non-bid basis” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
 - (8) “Political contribution” means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

48. ASSIGNMENT OF RIGHTS UNDER THE ANTITRUST LAWS

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by Contractor's suppliers resulting from violations of state and federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of this Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all rights, title, and interest in and to any claims Contractor now has or may hereafter acquire under state and federal antitrust laws relating to the goods and services which are subject to this Contract.

49. WARRANTIES

The Contractor warrants that the Services and Developed Works will conform in all material respects to the functional specifications for the Developed Works and/or the requirements of the Contract. The warranty period for the Services and Developed Works shall be ninety (90) days from final acceptance. The Contractor shall correct any non-conformity within the warranty period specified herein.

- (a) The Contractor hereby represents and warrants to the Commonwealth that the Contractor will not cause, or take any action that may directly or indirectly cause a disruption of the Commonwealth's operations.
- (b) In the event of any nonconformity with the foregoing warranties, the Commonwealth will provide written notification of such nonconformity to the Contractor and the Contractor, at no cost to the Commonwealth, shall within ten (10) days notice of the nonconformity, commence work to remedy the nonconformity and shall work diligently, at no charge to the Commonwealth, until such time as the deliverable conforms, in all material respects, to the functional specifications of the Developed Works set forth in this Contract. The Contractor shall have no obligation with respect to nonconformities arising out of: (a) modifications to Developed Materials made by the Commonwealth, (b) use of the Developed Materials not in accordance with the documentation or specifications applicable thereto, (c) failure by the Commonwealth to implement any corrections or enhancements made available by the Contractor, (d) combination of the Developed Materials with any items not supplied or approved by the Contractor, or (e) the failure of any software licensed under a separate license agreement to conform to its specifications or documentation.
- (c) Contractor warrants that it has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Developed Materials under this Contract.
- (d) THE FOREGOING EXPRESS WARRANTIES ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- (e) All warranties shall survive final acceptance.
- (f) In the event of an action or complaint by Commonwealth against Contractor pertaining to these warranties, Contractor may raise any defenses that it may have.

50. LIQUIDATED DAMAGES

- (a) By accepting this Contract, the Contractor agrees to the delivery and acceptance requirements of this Contract. If a Contract schedule is not met, the delay will interfere with the Commonwealth's program. In the event of any such delay, it would be impractical and extremely difficult to establish the actual damage for which the Contractor is the material cause. The Commonwealth and the Contractor therefore agree that, in the event of any such delay the amount of damage shall be the amount set forth in this Section 50 and agree that the Contractor shall pay such amount as liquidated damages, not as a penalty. Such liquidated damages are in lieu of all other damages arising from such delay.
- (b) The Commonwealth and Contractor agree that the Deliverables identified in the Payment Schedule set forth in this Contract as "Major Deliverables" (the "Major Deliverables") shall be those for which liquidated damages shall be applicable in the event of delay of their completion beyond the delivery date specified in the Contract. If Major Deliverables are not identified in the Contract, liquidated damages shall apply to the total value of the Contract.
- (c) The amount of liquidated damages for any such Major Deliverable not completed by the deliverable schedule set out in the Contract shall be three-tenths of a percent (.3%) of the price of the specifically identified Major Deliverable for each calendar day following the scheduled completion date of such Major Deliverable. Liquidated damages shall be assessed each calendar day until the date on which the Contractor completes such Major Deliverable, up to a maximum of thirty (30) calendar days. Contractor may recoup the total amount of liquidated damages assessed against previous Major Deliverables if the Contractor accelerates progress towards future Major Deliverables and meets the final project completion date set out in the Contract.
- (d) If, at the end of the thirty (30) day period specified in Section 50(c) above, the Contractor has not met the schedule for completion of the Major Deliverable, then the Commonwealth, at no additional expense and at its option, may either:
 - (1) immediately terminate the Contract and all software, documentation, reports, Developed Materials and any other materials provided for or created for the Commonwealth as a result of this Contract shall be given to the Commonwealth, and the Commonwealth shall be entitled to its remedies under Section 22(c); or
 - (2) order the Contractor to continue with no decrease in effort until the work is completed in accordance with the Contract and accepted by the Commonwealth or until the Commonwealth terminates the Contract. If the Contract is continued, any liquidated damages will also continue until the work is completed.
- (e) At the end of the Contract term, or at such other time(s) as identified in the Contract, liquidated damages shall be paid by the Contractor and collected by the Commonwealth by deducting them from the invoices submitted under this Contract or any other contract Contractor has with the Commonwealth, by collecting them through the performance security, if any, or by billing the Contractor as a separate item.
- (f) To the extent that the delay is caused by the Commonwealth, no liquidated damages will be applied.

- (g) If the delays are caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without their fault or negligence, the Contractor shall not be liable for liquidated damages for delays, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

51. FORCE MAJEURE

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contractor to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract.

52. NOTICE

Any written notice to any party under this Agreement shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address such party may designate by notice given pursuant to this section.

53. RIGHT-TO-KNOW LAW

- (a) The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of this provision #53, the term "the Commonwealth" shall refer to the contracting Commonwealth organization.
- (b) If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

- (c) Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:
- (1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - (2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- (d) If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- (e) The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- (f) If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- (g) The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (h) The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

- (i) The Contractor’s duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

54. GOVERNING LAW

This Contract shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law provisions. Except as set forth in Section 24 (CONTRACT CONTROVERSIES), Commonwealth and Contractor agree that the courts of the Commonwealth of Pennsylvania and the federal courts of the Middle District of Pennsylvania shall have exclusive jurisdiction over disputes under this Contract and the resolution thereof. Any legal action relating to this Contract must be brought in Dauphin County, Pennsylvania, and the parties agree that jurisdiction and venue in such courts is appropriate.

55. ARRA ADDENDUM

Contractor agrees that in consideration of receipt of Federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (“ARRA”) Funds, it shall comply with all of the terms, conditions, requirements and limitations set forth in Exhibit B (ARRA Addendum), which is incorporated herein as a material part of the Contract; provided, however, the requirements of Exhibit B shall only apply to those products and/or services purchased in whole or in part with ARRA funds.

56. RECYCLED MATERIALS

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified below.

**PAPER PRODUCTS
RECYCLED CONTENT**

(A) REQUIREMENT

All paper offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer content as shown below for the applicable products:

Item	Notes	Post-Consumer Content (%)
Printing and Writing Papers		
Reprographic	Business papers such as bond, electrostatic, copy, mimeo, duplicator and reproduction	30
Offset	Used for book publishing, commercial printing, direct mail, technical documents, and manuals	30
Tablet	Office paper such as note pads and	30

	notebooks	
Forms bond	Bond type papers used for business forms such as continuous, cash register, sales book, unit sets, and computer printout, excluding carbonless	30
Envelope	Wove	30
	Kraft, white and colored (including manila)	10
	Kraft, unbleached	10
Cotton fiber	Excludes custom envelopes	
	High-quality papers used for stationery, invitations, currency, ledgers, maps, and other specialty items	30
Text and cover	Premium papers used for cover stock, books, and stationery and matching envelopes	30
Supercalendered	Groundwood paper used for advertising and mail order inserts, catalogs, and some magazines	10
Machine finished groundwood	Groundwood paper used in magazines and catalogs	10
Papeteries	Used for invitations and greeting cards	30
Check safety	Used in the manufacture of commercial and government checks	10
Coated	Used for annual reports, posters, brochures, and magazines. Have gloss, dull, or matte finishes	10
Carbonless	Used for multiple-impact copy forms	30
File folders	Manila or colored	30
Dyed filing products	Used for multicolored hanging folders and wallet files	20
Index and card stock	Used for index cards and postcards	20
Pressboard	High-strength paperboard used in binders and report covers	20
Tags and tickets	Used for toll and lottery tickets, licenses, and identification and tabulating cards	20
Newsprint		
Newsprint	Groundwood paper used in newspapers	20
Commercial Sanitary Tissue Products		
Bathroom tissue	Used in rolls or sheets	20
Paper towels	Used in rolls or sheets	40
Paper napkins	Used in food service applications	30
Facial tissue	Used for personal care	10
General-purpose	Used in cleaning and wiping applications	40
Industrial wipers		

Paperboard and Packaging Products

Corrugated containers	Used for packaging and shipping a variety Of goods (<300 psi)	25
	(300 psi)	25
Solid fiber boxes	Used for specialized packaging needs such as dynamite packaging and army ration boxes	40
Folding cartons	Used to package a wide variety of foods, household products, cosmetics, pharmaceuticals, detergent, and hardware	40
Industrial paperboard	Used to create tubes, cores, cans and drums	45
Miscellaneous	Includes “chipboard” pad backings, book covers, covered binders, mailing tubes, game boards, and puzzles	75
Padded mailers	Made from kraft paper that is usually brown but can be bleached white	5
Carrierboard	A type of folding carton designed for multipack beverage cartons	10
Brown papers	Used for bags and wrapping paper	5

Miscellaneous Paper Products

Tray liners	Used to line food service trays. Often contain printed information.	50
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“Post-consumer” content is “material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer content is part of the broader category of recovered material.”

The Commonwealth of Pennsylvania recognizes that paper products are universally made with scrap material recovered from the manufacturing process; use of such materials is a standard practice, both efficient and economical for the paper maker; therefore, bidders of paper products need not certify that their products are made with “pre-consumer,” “recovered,” or “secondary” paper fiber.

(B) BIDDER’S CERTIFICATION

Bidder certifies that the paper product(s) which the bidder is offering contains the required minimum percentage of post-consumer content as shown above for the product.

(C) MANUFACTURER/MILL CERTIFICATION

In addition to the Bidders Certification in Subsection (B), a mill certification must be completed and signed by the mill before payment will be made to the successful bidder for the delivered items. The enclosed *Manufacturer/Mill* Certification form must be used. Bidders are not required to submit the completed and signed *Manufacturer/Mill* Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) ENFORCEMENT

Awarded bidders may be required, after delivery of the paper product(s), to provide the Commonwealth with documentary evidence that the paper product(s) were in fact produced with the required minimum percentage of post-consumer content.

EXHIBIT A

COMMONWEALTH OF PENNSYLVANIA BUSINESS ASSOCIATE AGREEMENT

WHEREAS, the [name of program and/or Department] (Covered Entity) and Contractor (Business Associate) intend to protect the privacy and 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 Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009), the HIPAA Privacy Rule (Privacy Rule), 45 C.F.R. Parts 160 and 164, and the HIPAA Security Rule (Security Rule), 45 C.F.R. Parts 160, 162 and 164, and all other applicable laws; and

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 Agreement and the standards established by applicable laws; and

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 Agreement and the standards established by HIPAA and the Security Rule and other applicable laws; and

NOW, THEREFORE, the parties to this Agreement set forth the following as the terms and conditions of their understanding.

1. Definitions.

- a. "Breach" shall have the meaning assigned to such term at 42 USCS § 17921 and HIPAA regulations at 45 C.F.R. § 164.402.
- b. "Business Associate" shall have the meaning given to such term under the Privacy and Security Rules, including but not limited to, 45 C.F.R. §160.103.
- c. "Covered Entity" shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 C.F.R. §160.103.
- d. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. "Privacy Rule" shall mean the standards for privacy of individually identifiable health information in 45 C.F.R. Parts 160 and 164.
- f. "Protected Health Information" or "PHI" shall have the meaning given to such term under HIPAA and the HIPAA Regulations in 45 C.F.R. Parts 160, 162 and 164, including, but not limited to 45 C.F.R. §160.103.
- g. "Security Rule" shall mean the security standards in 45 C.F.R. Parts 160, 162 and 164.
- h. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17,

2009), the HIPAA Privacy Rule (Privacy Rule), 45 C.F.R. Parts 160 and 164, and the HIPAA Security Rule (Security Rule), 45 C.F.R. Parts 160, 162 and 164.

2. **Stated Purposes For Which Business Associate May Use Or Disclose PHI.** The Parties hereby agree that Business Associate shall be permitted to use and/or disclose PHI provided by or obtained on behalf of Covered Entity for purposes state in Appendix A, except as otherwise stated in this Agreement.

NO OTHER USES OR DISCLOSURES OF PHI ARE PERMITTED.

3. **BUSINESS ASSOCIATE OBLIGATIONS:**

- a) **Security and Privacy Provisions Applicable to Business Associate.** Business Associate shall abide by the security and privacy provisions applicable to Covered Entities which are made applicable to the Business Associate by 42 USCS § 17931 and 17934.
- b) **Limits On Use And Further Disclosure Established By Agreement 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 Agreement or as Required by Law.
- c) **Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Agreement. 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.
- d) **Reports Of Improper Use Or Disclosure.** Business Associate hereby agrees that it shall report to the Covered Entity's Privacy Officer, or his designee, and the Covered entity's legal office, within two (2) days of discovery any Breach or use or disclosure of PHI not provided for or allowed by this Agreement (unless some more stringent standard applies under this Contract). Business Associate agrees to conduct reasonable diligence to discover improper use or disclosure of PHI.

Such notification shall be written and shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during the improper use or disclosure or Breach. An improper use or disclosure or Breach shall be treated as discovered by the Business Associate on the first day on which it is known to the Business Associate (including any person other than the person committing the Breach, that is an employee, officer, or other agent of the Business Associate) or should reasonably have been known to the Business Associate (or such person) to have occurred.

- d) **Reports Of Security Incidents.** In addition to following the Breach notification requirements in section 13402 of the HITECH Act and related regulations and guidance, Business Associate shall report to Covered Entity's Privacy Officer, or his designee, 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 Agreement.
- f) **Right Of Access To PHI.** 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 five (5) business days of receiving a written request from the Covered Entity or individual. 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 two (2) business days. Business associate shall further conform with and meet all of the requirements of 45 C.F.R. §164.524, 42 USCS § 17936(e), and other applicable laws.
- g) **Amendment And Incorporation Of Amendments.** Within five (5) 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 C.F.R. §164.526 and other applicable laws. If any individual requests an amendment from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity within five (5) business days.
- h) **Provide Accounting Of Disclosures.** Business Associate agrees to maintain a record of all disclosures of PHI in accordance with 45 C.F.R. §164.528, 42 USCS § 17935(c), and other applicable laws. 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 that 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 five (5) business days of a request for an accounting of disclosures, or within such other time as may be dictated by applicable law.
- 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 Agreement 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.

- k) **Maintenance of PHI.** Notwithstanding Section 5(j) of this Agreement, 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 Agreement for a period of six (6) years after termination of the Agreement, unless Covered Entity and Business Associate agree otherwise.
- l) **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 Agreement or the Privacy Rule. 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 Agreement or the Privacy Rule.
- m) **Training.** Business Associate will train all members of its workforce on its policies and procedures with respect to PHI as necessary and appropriate for the workforce members to carry out the functions required by this contract.
- n) **Sanction Procedures.** Business Associate agrees that it shall develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement or other applicable laws.
- o) **Grounds For Breach by Covered Entity.** Upon Business Associate's knowledge of a material breach by Commonwealth of this Business Associate Agreement, Business Associate shall notify Commonwealth of such breach and Commonwealth shall have at least thirty (30) days to cure such breach. In the event Commonwealth does not cure the breach, Business Associate shall have the right to report the violation to the Secretary. Notwithstanding any other language in this Agreement, the parties agree that termination by the Business Associate is infeasible.
- p) **Grounds For Breach.** Any non-compliance by Business Associate with this Agreement 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. Business Associate shall have thirty (30) days to cure such breach from the date of notice to cure by the Commonwealth. In the event Business Associate does not cure the breach, the Commonwealth shall have the right to immediately terminate this Agreement and the underlying agreement. If termination is infeasible, the Commonwealth shall report the violation to the Secretary.
- q) **Termination by Commonwealth.** Business Associate authorizes termination of this Agreement by the Commonwealth if the Commonwealth determines, in its sole discretion, that the Business Associate has violated a material term of this Agreement.
- r) **Failure to Perform Obligations.** In the event Business Associate fails to perform its obligations under this Agreement, 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 Agreement and applicable law.

- s) **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.

4. 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 applicable laws, 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 disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. §164.522 and other applicable laws, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. MISCELLANEOUS:

- a. **Regulatory References.** A reference in this Appendix to a section in the Privacy or Security Rules means the section as in effect or as amended as reasonably determined by the Covered Entity.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Appendix from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- c. **Survival.** The respective rights and obligations of Business Associate under section 5(i) of this Appendix shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Appendix shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules as reasonably determined by the Covered Entity.
- e. **Changes in Law.** Business Associate shall comply with all applicable privacy and security rules and regulations, including but not limited to HIPAA regulations and the HITECH Act and HITECH regulations which are now in effect or which take effect during the term of this contract.

Appendix A to Commonwealth of Pennsylvania Business Associate Agreement

**Permitted Uses and Disclosures
of Protected Health Information**

1. Purpose of Disclosure of PHI to Business Associate: To allow _____ to meet the requirements of Contract # _____.
2. Information to be Disclosed to Business Associate: _____.
3. Use to Effectuate Purpose of Agreement: _____ may use and disclose PHI to the extent contemplated by Contract # _____, and as permitted by law with Commonwealth approval and guidance.

EXHIBIT B

ARRA ADDENDUM

Implementation of the American Recovery and Reinvestment Act of 2009

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (“ARRA”) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases.

This agreement addendum addresses additional requirements applicable to ARRA funds. Subject to further guidance by the applicable Federal awarding agency, the following terms and conditions are consistent with the mandatory requirements for agreements funded by ARRA.

Be advised that ARRA funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of ARRA and related guidance. For projects funded by other sources in addition to ARRA funds, Contractors must keep separate records for ARRA funds and must ensure those records comply with the requirements of the ARRA.

The federal Government has not fully developed the implementing instructions of ARRA, particularly concerning specific procedural requirements for the new reporting requirements. The Contractor will be provided these details as they become available. The Contractor must comply with all requirements of ARRA. In the event there is any inconsistency between these ARRA requirements and current award terms and conditions, the ARRA requirements will take precedence.

Contractor agrees that in consideration of receipt of Federal ARRA Funds, it will comply with all of the terms, conditions, requirements and limitations set forth below:

Definitions

A. “ARRA funds” means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

B. “Contractor” is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

ARRA Terms & Conditions

1. **Revisions to Requirements.** Contractor acknowledges that this Addendum may be revised pursuant to ongoing guidance from the relevant Federal or Commonwealth agency regarding

requirements for ARRA funds. Contractor agrees to abide by any such revisions upon receipt of written notification from the Commonwealth of the revisions, which will automatically become a material part of this Addendum, without the necessity of either party executing any further instrument.

2. Reporting Requirements. Not later than 5 days after the end of each calendar quarter, or more frequently as directed by the Commonwealth, the Contractor shall submit a report to the Commonwealth that contains:

- (a) The total amount of ARRA funds received;
- (b) The amount of ARRA funds received that were expended or obligated to projects or activities;
- (c) A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
 - i) the name of the project or activity;
 - ii) a description of the project or activity;
 - iii) an evaluation of the completion status of the project or activity;
 - iv) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
 - v) for infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under ARRA, and name of the person to contact at the agency if there are concerns with the infrastructure investment;
- (d) Detailed information on any subcontracts or subgrants awarded by the Contractor must include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109–282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget;
- (e) If required by the Commonwealth, Contractor agrees to separately identify the expenditures for each award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the Contractor reports required by ARRA;
- (f) If required by the Commonwealth, Contractor shall submit backup documentation for expenditures of ARRA funds including such items as timecards and invoices. Contractor shall provide copies of backup documentation at the request of the Commonwealth.

3. Registrations and Identification Information

- (a) Contractor must maintain current registrations in the Center Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with ARRA funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

(b) If applicable, the Contractor agrees to separately identify to each sub-contractor and document at the time of award of contract or approval of application and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of ARRA funds.

4. Flow Down Requirement. Contractor must include these ARRA Terms and Conditions in any subcontract.

5. Prohibition on Use of Funds. No ARRA funds may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool, or any other items prohibited by ARRA.

6. Required Job Posting. To ensure Pennsylvanians have the utmost opportunity to be hired for jobs created through the receipt of ARRA funding, all Contractors shall post jobs they create or seek to fill as a result of receiving ARRA funding to the PA CareerLink® system at www.pacareerlink.state.pa.us . Contractors can locate their local PA CareerLink® office through the same website or by calling 1-866-858-2753. Staff at local PA CareerLinks® can assist Contractors with posting positions and explain how to retrieve resumes or applications within the system.

7. Wage Rate Requirements. Section 1606 of ARRA requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

8. Whistleblower Provision.

(a) An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of:

- (1) gross mismanagement of an agency contract or grant relating to covered funds;
- (2) a gross waste of covered funds;
- (3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- (4) an abuse of authority related to the implementation or use of covered funds; or
- (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

(b) A person who believes that the person has been subjected to a reprisal prohibited by subsection (a) may submit a complaint regarding the reprisal to the appropriate U.S. Office of the Inspector General.

(c) Any employer receiving covered funds under ARRA, shall post notice of the rights and remedies as required by Section 1553 of ARRA. See www.recovery.gov.

9. Duty to Report Fraud. Contractors and subcontractors shall promptly refer to the U.S. Office of Inspector General and Commonwealth Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person will or has: 1) submitted a false claim under the False Claims Act; 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, ethics or similar misconduct involving ARRA funds; or 3) engaged in misuse, gross waste, gross mismanagement or abuse of authority related to the use or award of ARRA funds.

10. Environmental and Preservation Requirements. The Contractor shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the awarding Federal agency to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, the Clean Air Act, the Federal Water Pollution and Control Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the Contractor to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. The Contractor shall not undertake any project having the potential to impact EHP resources without the prior approval of the awarding Federal agency, including but not limited to communication towers, physical security enhancements, new construction, and modification to buildings that are 50 years old or greater. The Contractor must comply with all conditions placed on the project as a result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Contractor must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the Contractor will immediately cease construction in that area and notify the awarding Federal agency and the Pennsylvania Historical and Museum Commission. Any construction activities that have been initiated prior to the full environmental and historic preservation review will result in a non-compliance finding.

11. No Contracts with Debarred or Suspended Entities. The Contractor shall not enter into any contract or subcontract with any party that has been debarred or suspended from either:

- (a) contracting with the Federal Government or the Commonwealth; or
- (b) participating in any Federal or Commonwealth assistance programs.

12. Prohibition on Lobbying.

(a) The Contractor covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any Agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Agreement.

(b) Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) and any applicable regulations are incorporated by reference and the Contractor agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

13. Nondiscrimination Provisions. The Contractor covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Contractor's

performance under this Agreement. Accordingly, and to the extent applicable, the Contractor covenants and agrees to comply with the following:

- (a) On the basis of race, color or national origin, in Title V I of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) as implemented by applicable regulations.
- (b) On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 (3 CFR, 1964-1965 Comp. pg. 339), as implemented by applicable regulations.
- (c) On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by applicable regulations.
- (d) On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by applicable regulations.
- (e) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by applicable regulations.

14. DBE Provisions. The Contractor shall comply with all applicable federal Disadvantaged Business Enterprises (DBE) requirements related to DBE programs. In the event there are no federal DBE programs applicable to this agreement, the Contractor shall comply with the Pennsylvania Department of General Services (DGS) policy for contracting (http://www.portal.state.pa.us/portal/server.pt/community/bureau_of_minority_and_women_business_opportunities/1358). In the event this agreement is a grant agreement not covered by federal DBE requirements, the Contractor shall use reasonable and good faith efforts to solicit and utilize DGS-certified Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) for those contracting, subcontracting and purchase opportunities that exist and report utilization to DGS.

15. Access to Records. Contractor agrees that with respect to each agreement using, in whole or in part, ARRA funds, any representative of an appropriate U.S. Inspector General appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the U.S. Comptroller General is authorized:

- (a) to examine any records of the Contractor, any of its subcontractors, or any state or local agency administering such contract that pertain to, and involve transactions relating to the contract; and
- (b) to interview any officer or employee of the contractor, subcontractor or agency regarding such transactions.

16. Records Retention. The Contractor shall retain all such contract records intact in a form, if not original documents, as may be approved by the Federal Government, for at least three (3) years following termination of a project funded by ARRA or for such longer period of time as required by the Commonwealth.

17. Access to Information. This contract and any records or expenditures related thereto may be subject to disclosure under the Pennsylvania Right to Know Law 65 P.S. 67.101 *et seq.* and the Freedom of Information Act, 5 U.S.C. §552.

18. Compliance. The Contractor shall comply with all applicable laws, regulations and program guidance. A non-exclusive list of statutes, regulations and/or guidance commonly applicable to Federal funds follows:

General

- Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.; 32 CFR part 26, Subpart B
- Copeland “Anti-Kickback Act”, 18 U.S.C. Section 874; 29 CFR Part 3
- Contract Work Hours and Safety Standards Act, 40 U.S.C. §§327-330; 29 CFR Part 5
- Americans with Disabilities Act of 1990, as amended; 42 U.S.C. Chapter 126; 28 C.F.R. §35.101 et seq.

Administrative Requirements

- OMB Circular A-102, State and Local Governments (10/07/94, amended 08/28/07) (44 CFR Part 13)
- OMB Circular A-110, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (11/19/93, amended 09/30/99) (2 CFR Part 215)

Cost Principles

- OMB Circular A-87, State and Local Governments (05/10/04) (2 CFR Part 225)
- OMB Circular A-21, Educational Institutions (5/10/04) (2 CFR Part 220)
- OMB Circular A-122, Non-Profit Organizations (5/10/04) (2 CFR Part 230)

Audit Requirement

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (6/24/97, includes revisions published in the Federal Register 6/27/03)

19. Buy American - Use of American Iron, Steel, and Manufactured Goods.

Please use subsections I and II in the alternative as detailed below:

I. The following shall apply for Projects using ARRA funds for the construction, alteration, maintenance, or repair of a public building or public work when:

- ***the estimated value of the project is less than \$7,443,000; or***
- ***the procurement is being conducted by local governments and municipalities; or***
- ***the specific item being procured is not covered under the World Trade Organization Agreement on Government Procurement or other international procurement agreement. (e.g. mass transit or highway procurements, dredging service procurements, or national defense-related procurements).***

(a) *Requirement.* All iron, steel, and other manufactured goods used as construction material for the construction, alteration, maintenance, or repair of a public building or public work must be produced in the United States. This requirement shall be applied in a manner that is consistent with the laws and agreements of the United States and the Commonwealth of Pennsylvania.

(b) *Definitions.*

1. “Building or work” means construction, maintenance, alteration, or repair. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies, or equipment

(whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not “building” or “work” within the meaning of this definition unless conducted in connection with and at the site of such building or work as is described in the foregoing sentence, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project.

2. “Construction material” means an article, material, or supply brought to the construction site by the recipient, subrecipient or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

3. “Domestic construction material” means:

(i) An unmanufactured construction material mined or produced in the United States;
or

(ii) A construction material manufactured in the United States.

4. “Foreign construction material” means a construction material other than a domestic construction material.

5. “Manufactured good or product” means a good or product used as construction material in a project that is the result of processing materials by way of machinery and/or labor that produce a substantially different article. Where the basic character, function, or kind of material processed remains the same, it is not manufactured.

6. "Manufactured construction material" means any construction material that is not unmanufactured construction material."

7. “Public building or public work” means building or work, the construction, alteration, maintenance, or repair of which, as defined in this award term, is carried on directly by authority of, or with funds of, a Federal agency to serve the interest of the general public regardless of whether title thereof is in a Federal agency.

8. “Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

9. "Unmanufactured construction material" means raw material brought to the construction site for incorporation into the building or work that has not been:

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

10. “United States” means the 50 States, the District of Columbia, and outlying areas including:

(i) Commonwealths: (a) Puerto Rico; (b) The Northern Mariana Islands;

(ii) Territories: (a) American Samoa; (b) Guam; (c) U.S. Virgin Islands; and

(iii) Minor outlying islands: (a) Baker Island; (b) Howland Island; (c) Jarvis Island; (d) Johnston Atoll; (e) Kingman Reef; (f) Midway Islands; (g) Navassa Island; (h) Palmyra Atoll; (i) Wake Atoll.

(c) *Domestic preference.*

1. This award term and condition implements Section 1605 of ARRA, by requiring that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States.

2. The recipient shall use only domestic construction material in performing this project, except as provided in paragraph (c)(3) and (c)(4) of this term and condition.

3. This requirement does not apply to the construction material or components listed by the Government as follows:

[Award official to list applicable excepted materials or indicate “none”]

4. The award official may add other foreign construction material to the list in paragraph (c)(3) of this term and condition if the Federal government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of domestic iron, steel, or other manufactured goods used as construction material in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of ARRA to a particular construction material would be inconsistent with the public interest.

(d) *Request for determination of inapplicability of Section 1605 of ARRA.*

1. (i) Any request to use foreign construction material in accordance with paragraph (c)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(a) A description of the foreign and domestic construction materials;

(b) Unit of measure;

(c) Quantity;

(d) Price;

(e) Time of delivery or availability;

(f) Location of the construction project;

(g) Name and address of the proposed supplier; and

(h) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (e) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after award shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before award. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

2. If the Federal government determines after award that an exception to section 1605 of ARRA applies, the award official will amend the award to allow use of the foreign construction material. When the basis of the exception is non-availability or public interest, the amended award shall reflect adjustment of the award amount or redistribution of budgeted funds, as appropriate, to cover costs associated with acquiring or using the foreign construction material. When the basis for the exception is the unreasonable price of a domestic construction material, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

3. Unless the Federal government determines that an exception to section 1605 of ARRA applies, use of foreign construction material is noncompliant with section 1605 of ARRA.

(e) *Data.* To permit evaluation of requests under paragraph (d) of this clause based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

1. [List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]
2. [Include other applicable supporting information.]
3. [* Include all delivery costs to the construction site.]

II. The following shall, in addition to the Pennsylvania Steel Products Procurement Act, 73 P.S. Sections 1881-1887, apply for Projects using ARRA funds for the construction, alteration, maintenance, or repair of a public building or public work with an estimated value of \$7,443,000 or more:

(a) *Requirement.* All iron and steel used in the construction, reconstruction, alteration or repair of a public building or public work must be manufactured in the United States. All other manufactured goods used as construction material for the construction, alteration, maintenance, or repair of a public building or public work must be produced in the United States or a designated country. This requirement shall be applied in a manner that is consistent with the laws and agreements of the United States and the Commonwealth of Pennsylvania.

(b) *Definitions.* As used in this award term and condition:

1. "Building or work" includes, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not "building" or "work" within the meaning of this definition unless conducted in connection with and at the site of such building or work as is described in the foregoing sentence, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project.

2. "Construction material" means iron, steel, and other manufactured goods used as construction material brought to the construction site by the recipient, subrecipient, or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

3. "Designated country" means: Aruba, Australia, Austria, Belgium, Bulgaria, Chile, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom.

4. "Designated country construction material" means a construction material that

(i) Is wholly the growth, product, or manufacture of a designated country; or

(ii) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into

a new and different construction material distinct from the materials from which it was transformed.

5. "Domestic construction material" means:

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States.

6. "Foreign construction material" means a construction material other than a domestic construction material.

7. "Manufactured construction material" means any construction material that is not unmanufactured construction material."

8. "Public building or public work" means building or work, the construction, alteration, maintenance, or repair of which, as defined in this Subpart, is carried on directly by authority of, or with funds of, a Federal agency to serve the interest of the general public regardless of whether title thereof is in a Federal agency.

9. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

10. "Unmanufactured construction material" means raw material brought to the construction site for incorporation into the building or work that has not been--

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

11. "United States" means the 50 States, the District of Columbia, and outlying areas.

(c) Construction materials.

1. This award term and condition implements

(i) Section 1605(a) of the American ARRA, by requiring that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of ARRA do not apply to designated country construction materials. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used as construction material in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services, or where the iron, steel or manufactured goods used as construction material in the project are from a least developed country. This obligation shall only apply to projects with an

estimated value of \$7,443,000 or more.

2. The recipient shall use only domestic or designated country construction material in performing the work funded in whole or part with this award, except as provided in paragraphs (c)(3) and (c)(4) of this term and condition.

3. The requirement in paragraph (c)(2) of this term and condition does not apply to the construction materials or components listed by the Government as follows:

[Award official to list applicable excepted materials or indicate "none"]

4. The award official may add other construction material to the list in paragraph (c)(3) of this award term and condition if the Federal government determines that:

- (i) The cost of domestic construction material would be unreasonable. The cost of domestic iron, steel, or other manufactured goods used as construction material in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;
- (ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or
- (iii) The application of the restriction of section 1605 of ARRA to a particular construction material would be inconsistent with the public interest.

(d) *Request for determination of inapplicability of section 1605 of ARRA or the Buy American Act.*

- 1. (i) Any recipient request to use foreign construction material in accordance with paragraph(c)(4) of this term and condition shall include adequate information for Government evaluation of the request, including—
 - (a) A description of the foreign and domestic construction materials;
 - (b) Unit of measure;
 - (c) Quantity;
 - (d) Price;
 - (e) Time of delivery or availability;
 - (f) Location of the construction project;
 - (g) Name and address of the proposed supplier; and
 - (h) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph(c)(4) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (e) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty.
- (iv) Any recipient request for a determination submitted after award shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before award. If the recipient does not

submit a satisfactory explanation, the award official need not make a determination.

2. If the Federal government determines after award that an exception to section 1605 of ARRA applies and the award official will amend the award to allow use of the foreign construction material. When the basis of the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount or redistribution of budgeted funds, as appropriate, to cover costs associated with acquiring or using the foreign construction material. When the basis for the exception is the unreasonable price of a domestic construction material, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in paragraph (c)(4)(i) of this term and condition.

3. Unless the Federal government determines that an exception to the section 1605 of ARRA applies, use of foreign construction material other than designated country construction material is noncompliant with the applicable Act.

(e) *Data.* To permit evaluation of requests under paragraph (d) of this clause based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit Measure	Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number ,email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site].]

EXHIBIT C

SOFTWARE LICENSE REQUIREMENTS

This Exhibit shall be attached to and made a material part of Software Publisher's Software License Agreement (collectively the "Agreement") between Licensor and the Commonwealth of Pennsylvania ("Commonwealth"). The terms and conditions of this Exhibit shall supplement, and to the extent a conflict exists, shall supersede and take precedence over the terms and conditions of Software Publisher's Software License Agreement.

- 1. Enterprise Language:** The parties agree that more than one agency of the Commonwealth may license products under this Agreement, provided that any use of products by any agency must be made pursuant to one or more executed purchase orders or purchase documents submitted by each applicable agency seeking to use the licensed product. The parties agree that, if the licensee is a "Commonwealth Agency" as defined by the Commonwealth Procurement Code, 62 Pa.C.S. § 103, the terms and conditions of this Agreement apply to any purchase of products made by the Commonwealth, and that the terms and conditions of this Agreement become part of the purchase document without further need for execution. The parties agree that the terms of this Agreement supersede and take precedence over the terms included in any purchase order, terms of any shrink-wrap agreement included with the licensed software, terms of any click through agreement included with the licensed software, or any other terms purported to apply to the licensed software.
- 2. Choice of Law/Venue:** This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws.
- 3. Indemnification:** The Commonwealth does not have the authority to and shall not indemnify any entity. The Commonwealth agrees to pay for any loss, liability or expense, which arises out of or relates to the Commonwealth's acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the Commonwealth is established by a court of law or where settlement has been agreed to by the Commonwealth. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law or pursuant to any other provision of this Agreement. This provision shall not be construed to limit the sovereign immunity of the Commonwealth.
- 4. Patent, Copyright, Trademark, and Trade Secret Protection:**
 - a) The Licensor shall, at its expense, defend, indemnify and hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, or trademarks, or for a misappropriation of a United States trade secret arising out of performance of this Agreement (the "Claim"), including all licensed products provided by the Licensor. For the purposes of this Agreement, "indemnify and hold harmless" shall mean the Licensor's specific, exclusive, and limited obligation to (a) pay any judgments, fines, and penalties finally awarded by a court or competent jurisdiction, governmental/administrative body or any settlements reached pursuant to Claim and (b) reimburse the Commonwealth for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The Commonwealth agrees to give Licensor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth

Attorneys Act 71 P.S. § 732-101, et seq., the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion, delegate to Licensor its right of defense of a Claim and the authority to control any potential settlements thereof. Licensor shall not without the Commonwealth's consent, which shall not be unreasonably withheld, conditioned, or delayed, enter into any settlement agreement which (a) states or implies that the Commonwealth has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the Commonwealth to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the Commonwealth to make a payment which Licensor is not obligated by this Agreement to pay on behalf of the Commonwealth. If OAG delegates such rights to the Licensor, the Commonwealth will cooperate with all reasonable requests of Licensor made in the defense and or settlement of a Claim. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing at its own expense and without derogation of Licensor's authority to control the defense and settlement of a Claim. It is expressly agreed by the Licensor that, in the event it requests that the Commonwealth to provide support to the Licensor in defending any such Claim, the Licensor shall reimburse the Commonwealth for all necessary expenses (including attorneys' fees, if such are made necessary by the Licensor's request) incurred by the Commonwealth for such support. If OAG does not delegate to Licensor the authority to control the defense and settlement of a Claim, the Licensor's obligation under this section ceases. If OAG does not delegate the right of defense to Licensor, upon written request from the OAG, the Licensor will, in its sole reasonable discretion, cooperate with OAG in its defense of the suit.

- b) The Licensor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all licensed products provided under this Agreement do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties.
- c) If the right of defense of a Claim and the authority to control any potential settlements thereof is delegated to the Licensor, the Licensor shall pay all damages and costs finally awarded therein against the Commonwealth or agreed to by Licensor in any settlement. If information and assistance are furnished by the Commonwealth at the Licensor's written request, it shall be at the Licensor's expense, but the responsibility for such expense shall be only that within the Licensor's written authorization.
- d) If, in the Licensor's opinion, the licensed products furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Licensor's obligation to satisfy any final award, the Licensor may, at its option and expense, substitute functional equivalents for the alleged infringing licensed products, or, at the Licensor's option and expense, obtain the rights for the Commonwealth to continue the use of such licensed products.
- e) If any of the licensed products provided by the Licensor are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, the Licensor shall, at its own expense and at its option, either procure the right to continue use of such infringing

products, replace them with non-infringing items, or modify them so that they are no longer infringing.

- f) If use of the licensed products is enjoined and the Licensor is unable to do any of the preceding set forth in item (e) above, the Licensor agrees to, upon return of the licensed products, refund to the Commonwealth the license fee paid for the infringing licensed products, pro-rated over a sixty (60) month period from the date of delivery plus any unused prepaid maintenance fees.
- g) The obligations of the Licensor under this Section continue without time limit and survive the termination of this Agreement.
- h) Notwithstanding the above, the Licensor shall have no obligation under this Section 4 for:
 - (1) modification of any licensed products provided by the Commonwealth or a third party acting under the direction of the Commonwealth;
 - (2) any material provided by the Commonwealth to the Licensor and incorporated into, or used to prepare the product;
 - (3) use of the Software after Licensor recommends discontinuation because of possible or actual infringement and has provided one of the remedy's under (e) or (f) above;
 - (4) use of the licensed products in other than its specified operating environment;
 - (5) the combination, operation, or use of the licensed products with other products, services, or deliverables not provided by the Licensor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Licensor did not provide;
 - (6) infringement of a non-Licensor product alone;
 - (7) the Commonwealth's use of the licensed product beyond the scope contemplated by the Agreement; or
 - (8) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Licensor at no charge.
- i) The obligation to indemnify the Commonwealth, under the terms of this Section, shall be the Licensor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

5. Virus, Malicious, Mischievous or Destructive Programming: Licensor warrants that the licensed product as delivered by Licensor does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the licensed products (each a "Virus").

The Commonwealth's exclusive remedy, and Licensor's sole obligation, for any breach of the foregoing warranty shall be for Licensor to (a) replace the licensed products with a copy that does not contain Virus, and (b) if the Commonwealth, has suffered an interruption in the availability of

its computer system caused by Virus contained in the licensed product, reimburse the Commonwealth for the actual reasonable cost to remove the Virus and restore the Commonwealth's most recent back up copy of data provided that:

- the licensed products have been installed and used by the Commonwealth in accordance with the Documentation;
- the licensed products has not been modified by any party other than Licensor;
- the Commonwealth has installed and tested, in a test environment which is a mirror image of the production environment, all new releases of the licensed products and has used a generally accepted antivirus software to screen the licensed products prior to installation in its production environment.

Under no circumstances shall Licensor be liable for damages to the Commonwealth for loss of the Commonwealth's data arising from the failure of the licensed products to conform to the warranty stated above.

6. Limitation of Liability: The Licensor's liability to the Commonwealth under this Agreement shall be limited to the greater of (a) the value of any purchase order issued; or (b) \$250,000. This limitation does not apply to damages for:

- (1) bodily injury;
- (2) death;
- (3) intentional injury;
- (4) damage to real property or tangible personal property for which the Licensor is legally liable; or
- (5) Licensor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection.

In no event will the Licensor be liable for consequential, indirect, or incidental damages unless otherwise specified in the Agreement. Licensor will not be liable for damages due to lost records or data.

7. Termination:

- a) Licensor may not terminate this Agreement for non-payment.
- b) The Commonwealth may terminate this Agreement without cause by giving Licensor thirty (30) calendar days prior written notice whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth.

8. Background Checks: Upon prior written request by the Commonwealth, Licensor must, at its expense, arrange for a background check for each of its employees, as well as for the employees of its subcontractors, who will have on site access to the Commonwealth's IT facilities. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.portal.state.pa.us/portal/server.pt?open=512&objID=4451&&PageID=458621&level=2&css=L2&mode=2>. The background check must be conducted prior to initial access by an IT employee and annually thereafter.

Before the Commonwealth will permit an employee access to the Commonwealth's facilities, Licensor must provide written confirmation to the office designated by the agency that the

background check has been conducted. If, at any time, it is discovered that an employee has a criminal record that includes a felony or misdemeanor involving terrorist threats, 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, Licensor 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 to Commonwealth facilities or systems, unless the agency consents, in writing, prior to the access being provided. The agency may withhold its consent at its sole discretion. Failure of Licensor to comply with the terms of this paragraph may result in default of Licensor under its contract with the Commonwealth.

- 9. Confidentiality:** Each party shall treat the other party’s confidential information in the same manner as its own confidential information. The parties must identify in writing what is considered confidential information.
- 10. Publicity/Advertisement:** The Licensor must obtain Commonwealth approval prior to mentioning the Commonwealth or a Commonwealth agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.
- 11. Signatures:** The fully executed Agreement shall not contain ink signatures by the Commonwealth. The Licensor understands and agrees that the receipt of an electronically-printed Agreement with the printed name of the Commonwealth purchasing agent constitutes a valid, binding contract with the Commonwealth. The printed name of the purchasing agent on the Agreement represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Agreement. The printed name also indicates that all approvals required by Commonwealth contracting procedures have been obtained.

Software Publisher acknowledges and agrees the terms and conditions of this Exhibit shall supplement, and to the extent a conflict exists, shall supersede and take precedence over the terms and conditions of Software Publisher’s Software License Agreement.

IN WITNESS WHEREOF, Software Publisher has executed this Exhibit to Software Publisher’s Software License Agreement on the date indicated below.

Witness:	Software Publisher
_____	_____
Signature	Signature
_____	_____
Date	Date
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

By: _____ [Signature Affixed Electronically]
Deputy Secretary Date

APPENDIX B
DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, _____ [title] of _____ [name of Contractor] a _____ [place of incorporation] corporation or other legal entity, ("Contractor") located at

[address], having a Social Security or Federal Identification Number of _____, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

_____ percent (____%) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed:

[Use additional sheets if necessary]

The Department of General Services [**or other purchasing agency**] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Corporate or Legal Entity's Name

Signature/Date

Signature/Date

Printed Name/Title

Printed Name/Title

**APPENDIX C - PROPOSAL COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
OFFICE FOR INFORMATION TECHNOLOGY
RFP# 6100021729**

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

Offeror Information:	
Offeror Name	
Offeror Mailing Address	
Offeror Website	
Offeror Contact Person	
Contact Person's Phone Number	
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	
Offeror Federal ID Number	
Offeror SAP/SRM Vendor Number	

Submittals Enclosed and Separately Sealed:	
<input type="checkbox"/>	Technical Submittal
<input type="checkbox"/>	Disadvantaged Business Submittal
<input type="checkbox"/>	Cost Submittal

<i>Signature</i>	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:	
Printed Name	
Title	

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

APPENDIX E

PROJECT REFERENCES TEMPLATE

Name of Client & Project Title	Client – Project Title	
Contract Value	[VALUE]	
Nature and Scope of Project:	Describe the project in sufficient detail to explain it is similar to the Commonwealth's project. How does this project compare in size, scope, complexity and/or duration? What is it specifically about this project that makes it a good representative project of the vendor's work? <i>(Reference Section II-4 Prior Experience)</i>	
Project Duration:	Start Date Year: [YEAR]	End Date Year: [YEAR or on-going]
Nature of the Client:	Description of client and organizational unit that project was managed by.	
Nature of Client Audience:	Description of project users and/or client/customer audience.	
Number of Users:	[Number]	
# & Composition of Vendor Employees & Consultants Assigned:	Vendor Project Manager/Key Consultant on Project Team: Describe start-up, peak and ongoing level of vendor efforts	
Client Contact Information:	<p>Provide the name, title, address and telephone number of at least two references or contact persons that the Commonwealth can contact to inquire about the vendor's performance, and indicate the role these individuals had in relation to the assignment or project. The references/contact persons should be individuals who were key stakeholders or project leaders and who can validate the vendor's role and responsibilities and who can comment on the quality of the vendor's performance. 2 contacts required.</p> <p>Reference Contacts:</p> <p>Name: _____ Title: _____</p> <p>Department: _____</p> <p>Full Address: _____</p> <p>Telephone: _____ E-mail: _____</p> <p>Relation/Role to Project: _____</p> <p>Name: _____ Title: _____</p> <p>Department: _____</p> <p>Full Address: _____</p> <p>Telephone: _____ E-mail: _____</p> <p>Relation/Role to Project: _____</p>	

APPENDIX F

PERSONNEL EXPERIENCE BY KEY POSITION

		Indicate Number of years Experience in Each Applicable Category Below				Committed Full time? (Percentages must be given for any part-time resources)
Key Positions	Personnel Name	Previous Experience with <i>(complete with requirements COPA needs)</i>	Availability Experience with other <i>(complete with requirements COPA needs)</i>	Previous Other Relevant Experience (Briefly Specify)	Previous Experience Proposed Role	

APPENDIX G

DOC Kiosk and Kiosk Services RFP Requirements

Item	Req #	Requirement Description	Offeror Response - Provide detail on all responses
Kiosk	1	The Offeror shall provide a kiosk design that is standalone style for inside locations.	
	2	The Offeror shall identify a methodology for determining the number of kiosks required.	
	3	The kiosk enclosure/housing shall be self-contained, secure and able to withstand the correctional environment. The kiosk must be of neutral color and easily cleaned.	
	4	Kiosk shall have the capability to be able to prevent and/or alert attempts to access internal components.	
	5	Kiosk shall have capability to be disabled locally or centrally (through local or central admin access).	
	6	Kiosks shall have any attached power and network lines secured. .	
	7	Offeror shall ensure kiosk services are available to special needs offenders/locations. This shall include, but is not limited to: restricted housing units, restricted access locations, medical facilities, inmates with disabilities.	
Kiosk Application	8	Offeror shall provide the method of ensuring offender ID security through two-factor authentication as approved by DOC.	
	9	Offeror shall provide a method for managing authorized offender access to applications.	
	10	The Offeror shall provide an administrative process to control the frequency (i.e. daily, weekly) of kiosk sessions and amount of time per kiosk session allotted to offenders. The kiosk shall display a countdown timer for each session, including appropriate warning prior to expiration of session.	
	11	A single kiosk shall support all offender kiosk-based applications.	
	12	The solution shall include a front-end menu program screen after an offender is logged onto the system that presents a simple menu of applications authorized for that offender. Selection of a menu choice by the offender shall manage subsequent application connectivity.	

	13	The solution shall include a user front-end menu program that presents a simple menu of applications available for non-offeror provided applications.	
Kiosk Customer Interaction Messages	14	Messages shall be available in English and Spanish languages.	
	15	Message functionality shall include message prompts, customization and instructional prompts.	
	16	Offeror shall provide kiosk application instructions to offenders that are written at a 6 th grade reading level, do not include large blocks of text.	
	17	DOC shall have the option to approve system messages prior to implementation .	
Kiosk Remote Management	18	Offeror shall provide remote management capabilities to include, at a minimum, the following: Monitoring; Diagnostics; Error resolution (including hardware/equipment reset); Software problem assistance; Intelligence reporting; Application and software updates and upgrades; Rebooting and controlling the remote kiosks from a central location.	
	19	The Offeror shall create and provide a process to manage offender users including but not limited to: Registration/re-registration, password maintenance; Log on or system problem resolution processes and procedures similar to a help desk function; Requirements and procedures for transferring offender user administration to PA DOC;	

Email	20	Email services shall include restrictions of senders/receivers, and keyword search capabilities on both incoming and outgoing messages Incoming/outgoing email shall be screened by the system using keyword search before download is allowed. Keyword screening shall identify the areas of risk and evaluate the risk level of e-mail. Unacceptable or questionable (moderate to high risk) e-mail shall be held or staged at a central location computer for DOC approval before it is available for offender delivery or download. Internet access/direct email reply is not allowed within the PA DOC.	
	21	Email keyword search shall be edited at any time.	
	22	The solution shall include the capability for the DOC to manage email approvals at either an institution level as well as a state level.	
	23	Offeror shall provide unlimited storage of email. Commonwealth Data shall be provided in a format that is transferrable and usable to DOC at contract end.	
	24	Offeror shall ensure all data is managed to ensure availability at contract end.	
	24	The solution shall include the ability for email to include photos. The solution shall allow for separate view of photos from messages and the ability to reject/accept any combination of those.	
	25	The solution shall allow offenders authorization to respond to incoming email only and not allow offenders to initiate email. The solution shall only allow one response per incoming email. The solution shall include the ability to implement multiple responses as future functionality.	
	26	The solution shall provide the user with view, alternative display and/or print options. (Printing shall not be provided at the kiosk)	
	27	E-mail solution shall allow third party users to send e-mail through an Offeror-provided website.	
	28	Offeror's website shall require third party users to create an account and log-in credentials.	

	29	Access to the Offeror provided website shall be free to third party users; Upon establishment of an account by third party users, users shall have the ability to view sent and received messages and photos.	
	30	Third party users shall be allowed to purchase message credits, pay for offender reply messages and printing of e-mail and photos using their credits on the Offeror provided website via credit or debit card.	
	31	Third party users shall have the ability to access their account 24/7/365 with point- in-time capability to verify pre-paid balance or remaining credits available.	
	32	Third party users shall have the capability to attach photos to e-mail messages subject to supplier photo sizing limitations, (i.e. third party users shall have the capability to send photos and e-mail messages together via the Offeror provided website by single transaction).	
	33	Third party users shall have access to Customer Service (in English and Spanish) via the Offeror provided website.	
	34	Third party users shall have access and agree to a disclaimer via the Offeror provided website indicating that all messages sent to and from PA DOC facilities through the Offeror website shall be screened and either approved or disapproved based on content.	
	35	Offerer's electronic message solution shall provide access to foreign language translation capability. At a minimum, English to Spanish and Spanish to English translation shall be provided with option for additional language translation at no cost.	
	36	Offeror provided secure website shall require a log-in for authorized PA DOC facility staff segregated by institution. Designated Central Office staff shall have access to all institution sites.	

	37	Authorized PA DOC facility staff shall have the ability to open and review incoming (received), outgoing (sent) e-mail and photos to approve or disapprove for content; Offeror provided software shall allow authorized PA DOC facility staff the ability to flag and sort all received and sent e-mail by: to, from and/or by subject fields.	
	38	The solution shall include the capability to have unauthorized content removed or redacted remotely (either by the Offeror or authorized DOC staff)	
	39	The solution shall provide authorized PA DOC facility staff the ability to assign levels of security and edit keyword and phrases for custom content	
	40	Authorized PA DOC facility staff shall have the ability to select groups of (i.e. housing units) e-mail messages and photos for approval or denial without having to read/view content.	
	41	Solution shall allow authorized PA DOC facility staff to route received and sent e-mail and photos to the prospective offender and between facilities.	
	42	Solution shall provide the authorized PA DOC facility staff the ability to see layers of connections of communications (received and sent e-mail messages and photos) between offender and third party users	
	43	Solution shall provide authorized PA DOC facility staff to review transaction history of offenders and third party users.	
	44	Solution shall allow multiple photos to be viewed individually or shown simultaneously via thumbnails on the view screen allowing the authorized PA DOC facility staff the ability to approve or deny content.	
	45	Solution shall include the capability to archive and retrieve all e-mail messages and photos received and sent from and to offenders and third party users.	
	46	Email storage, including archives, shall, at minimum, be indexed by individual offender to allow for retrieval.	

	47	Email storage, including archives, shall include full text search capability.	
	48	Email system shall have the ability to print authorized messages and photos at DOC discretion or as requested by offender. Printing shall not be performed at the kiosk.	
	49	System shall allow authorized PA DOC staff to view messages and photos for internal review and investigation purpose only and release these messages to the kiosk for offender retrieval.	
	50	Email system shall have the ability for the offender to view and respond electronically to all approved email messages. These messages shall be reviewed by PA DOC staff before being electronically released by the Offeror's system for delivery back to the sender.	
Offender Accounts	51	The Offeror shall provide a process for integration with DOC's system that allows offenders to view their current account balance.	
	52	Offeror shall provide an electronic offender account statement showing all transactions for the preceding calendar month.	
EFT	53	Kiosks installed in the visitation area shall be limited to deposits only and shall include cash and credit/debit cards. No coins or checks are to be accepted.	
	54	The Offeror shall provide an EFT solution for funding of offender accounts via lobby kiosk.	
	55	Solution shall offer security features to ensure accurate deposits.	
	56	Solution shall provide the option to set minimum and maximum deposit levels.	
	57	The Contractor shall guarantee funds collected (PA DOC shall not be held liable for fraudulent transactions related to the collection of said funds).	

	58	The solution shall provide administrative functionality that allows DOC staff to view all EFT transactions in detail (at a minimum, offender name, Offender ID#, amount of transaction, sender name, sender contact information). Each SCI shall have access only to transactions belonging to them; Central Office shall have access to all DOC facilities' transactions.	
	59	The solution shall provide administrative functionality that allows DOC staff to block senders and/or inmates because of fraudulent or improper activity.	
Offender Commissary	60	The solution shall include the capability for offenders to place commissary orders directly through the kiosk based on offender criteria.	
	61	The solution shall display only the catalog of items that the offender is allowed to order based on offender criteria.	
	62	The Offeror shall provide the ability for DOC to maintain catalogs.	
	63	The Offeror shall provide a plan and process for managing the time periods when commissary orders can be submitted and processed based on location.	
	64	The solution shall not allow an offender to access the commissary application once an order has been submitted within the specified time period (TBD).	
	65	The solution shall not save an offender order that has not been submitted.	
	66	The solution shall provide the ability to review an offender order, order contents, when the offender submitted the order and when the order was transmitted to DOC.	
Facility Services	67	The solution shall include the capability for offenders to place facility ticket and phone time orders directly through the kiosk based on offender criteria.	
	68	Offeror shall provide the ability for DOC facility designees to maintain facility service items (e.g. facility tickets).	
	69	Offeror shall provide the ability for DOC Central Administrator to maintain facility service items (e.g. phone time).	

	70	The Offeror shall provide a plan and process for managing the time periods when facility service orders can be submitted and processed based on location.	
	71	The solution shall not allow an offender to access the facility services application once an order has been submitted within the specified time period (TBD).	
	72	The solution shall not save an offender facility service order that has not been submitted.	
	73	The solution shall provide the ability to review a facility service order, order contents, when the offender submitted the order and when the order was transmitted to DOC.	
	74	The Offeror shall provide a method for limiting the total dollar value purchase and/or quantity of facility services (e.g. phone time, facility tickets).	
	75	The solution shall provide a printed receipt of facility service purchases for the user. (Printing shall not be provided at the kiosk)	
	76	The solution shall provide a method to process orders in accordance with available funds.	
MP3/Media Player – Download / Purchasing of Electronic Media	77	Electronic Media site shall be secured to prevent access to internal/external sites.	
	78	Solution shall include the ability to download media in compliance with DOC approved standards.	
	79	The solution shall provide the ability to restrict/remove content that was previously authorized/acceptable. (may be vendor and/or DOC Administrative capability)	
	80	Offeror shall offer a variety (minimum of 5 million titles) of media (music, e-books, movies) and genres available for purchase; Offeror shall ensure electronic catalog is maintained with current selections. Selections must be approved by DOC.	

	81	Offeror shall provide alternative methods that allow the offenders to search and identify media without being connected to the kiosk. .	
	82	MP3/media player shall have the ability to have all security features removed from player when offender is released from custody at no charge to the offender or PA DOC. The player should operate as a normal MP3/media player once these security features are removed. This includes any locking features to prevent media sharing.	
	83	MP3/media player shall include theft prevention features.	
	84	Offeror shall offer MP3/media player devices of various storage capacities.	
	85	Offeror shall provide media account balance.	
	86	Solution shall provide and maintain a catalog of offender media purchases and provide to the offender an electronic listing of all media purchased.	
	87	Offeror shall have contractual rights to distribute digital media from major music labels or other entertainment fields to provide a reasonable volume of acceptable media content.	
Media Player Component	88	Offeror's solution shall include a process to order MP3/media players through the kiosk.	
	89	MP3/media player shall be powered by using an A/C adapter/power cord. Adapter shall be constructed of clear plastic with no moving parts. Adapter shall be provided with the media player. MP3/Media player shall have AC connection for operation and be able to operate on replaceable batteries. No lithium or rechargeable batteries are permitted. MP3/media players shall be equipped and supplied with earphones and shall not have built-in speakers.	
	90	MP3/media player shall only be connected into the Offeror's kiosk; connection to any other computer and/or electronic device shall not be permitted.	

	91	MP3/media Player shall provide the ability to reload deleted media to player without offender being charged again for the deleted media.	
	92	MP3/media Player shall have a mortality timer that requires offenders to connect to the kiosk at least once every 30 days to renew the use of the player.	
	93	The MP3/media player shall have a feature that locks out a player if anyone other than the owning offender connects it to the kiosk, or if it is reported lost or stolen on the kiosk by the owning offender. Kiosk shall provide functionality to unlock the recovered media player when connected by the owning offender.	
	94	The MP3/media player shall be programmed to display the offender name and PA DOC identification number by depressing a manual button on the player or by turning the player on and off to display the offenders identifying information.	
	95	The Offeror shall provide functionality to update Offender's identifying information on the MP3/media player when the information changes.	
	96	The MP3/media player shall have a built in FM radio with digital tuner, pre-set station and auto scan capabilities.	
	97	The MP3/media player shall be constructed with a clear plastic case comprised of no moving parts, lasers or recording devices. Case and parts shall be durable.	
	98	The MP3/media player screen shall be constructed with a durable and shatter resistant screen.	
	99	The MP3/media player shall include the ability to create and view playlists (or similar functionality) from the player.	
	100	The MP3/media player shall be capable of receiving and displaying approved PA DOC e-mail communication and photos and include the capability to turn off this feature.	
	101	The MP3/media player shall provide foreign language (Spanish) capabilities for the display.	

	102	The Offeror shall provide an operations manual free of charge to each offender who purchases an MP3/media player. The manual shall be offered in English/Spanish version.	
	103	Offeror shall provide detailed warranty information on media device to include Terms & Conditions. Warranty shall include specific length of manufacturer's coverage for media device. The warranty shall specify that the media device will be replaced with the same or like model. The warranty shall also include specific instructions for return of the device from the purchaser to the vendor or manufacturer to include the cost of shipping paid by the vendor. Any warranty actions and/or coverage shall be handled by the Offeror. Warranty shall be offered in English/Spanish versions.	
Kiosk Scalability	104	Offeror shall propose a specified ratio of offenders to kiosks at each housing unit at each institution/location based on information provided by DOC and information gathered during site visits. DOC shall approve number/location of kiosks.	
Kiosk Hardware	105	Display shall reduce the ability to read the screen when viewed from the side to prevent others from viewing displayed information.	
	106	Kiosk shall be ADA Compliant for specific designated DOC locations.	
	107	Offeror shall provide for all electrical equipment to operate on a regular 120 volt, 60 hertz, AC power and be "UL" or equivalently listed and be certified by a Nationally Recognized Testing Laboratory to be compliant with the FCC regulations.	
	108	Kiosks shall be Energy Star Compliant and be able to withstand operating temperatures of 110 degrees and 100% humidity.	
	109	Each kiosk shall be capable of displaying digitized photographs, graphics, and instructional videos, etc.	
	110	Kiosk shall be secure, safe and capable of withstanding heavy usage in a correctional environment. Display shall be scratch resistant.	

	111	USB ports shall only recognize approved MP3/media devices	
	112	The solution shall include a pointing device (may be integrated with the keyboard) and keyboard (or Offeror may propose an alternative data entry device option such as touch screen). Keyboards, pointing devices, and biometric devices must be secured to the Kiosk.	
	113	The Offeror shall propose a security solution supporting two-factor authentication and recommend appropriate hardware for PA DOC review and approval to meet this requirement.	
	114	The Kiosk shall be capable of being easily secured to prevent unauthorized movement and to prevent damage due to tip-over.	
	115	The Kiosk shall provide damage/vandalism protection for the monitor.	
Kiosk Network	116	The Offeror shall comply with OA/OIT and DOC networking requirements for establishing web application access external to the DOC facilities.	
Kiosk Remote Management	117	Remote management of a kiosk shall be available through appropriate security role designation.	
Kiosk Security	118	Offeror shall provide a secure site to allow designated DOC staff and security personnel the capability to view all transactions, purchases, downloads, for each offender for each facility and for a central location.	
	119	If the Offeror elects to establish a business partner connection with the Commonwealth, they shall subscribe to the OA eAlert system that will notify the Vendor of changes to Office of Administration/Office for Information Technology (OA/OIT) Bulletins and Management Directives.	
	120	Offeror shall confirm that their remote access protocol conforms to the requirements of any applicable OA/OIT Bulletins, Policies, and Directives.	
Interface	121	Offeror shall interface Offeror's applications to DOC systems.	

	122	Solution shall utilize a web service to retrieve all offender criteria from DOC databases to support kiosk applications. The web service shall be called by the kiosk application at the time the offender has logged onto the kiosk or when a visitor deposits funds for an offender at the facility.	
	123	Solution shall provide for file/ transaction transfer using FTP or other transfer protocols approved by DOC for orders from each institution of all offender commissary orders in accordance with DOC requirements and policy.	
	124	Solution shall provide for file/ transaction transfer using FTP or other transfer protocols approved by DOC for the ETP file from each institution of all visitor EFT transactions in accordance with DOC requirements and policy.	
	125	Solution shall utilize a web service to retrieve offender criteria when a third party user accesses kiosk applications.	
	124	Solution shall transmit phone time credits to phone vendor in accordance with phone vendor requirements and policy.	
	126	Solution shall utilize a web service to verify and update offender data in DOC databases for the purposes of maintaining the offender account for purchase of facility services.	
Kiosk Reporting	127	Offeror shall provide online and printed reports, including but not limited to use and statistical reports by selected criteria.	
	129	Reporting on kiosk operational statistics shall include, at a minimum: Internal operational software; ability to look at uptime logging data and monitor kiosks; full monitoring capabilities.	
	130	Offeror shall provide a report of the commissary items sent to the Offeror's central server to compare with the items sent to SAP for processing. This report shall detail the (wish list) order of an inmate derived from the batch file created at the time of the initial order at the Kiosk.	
	131	Offeror shall provide a report of the facility services items sent to the Offeror's central server to compare with the actual facility items received by the offender.	

	132	Reporting capabilities for machines shall include, at a minimum: include but not limited to the following: Processing time per transaction; number of transactions per day; Offender purchases; The number of an individual's purchases; Transactions rejected and rejection reason; Use and statistical reports by function (e.g. banking queries store sales, phone time, MP3/media downloads).	
	133	Solution shall include ability to provide custom reports	
Data Access	134	During the life of the contract, the Offeror shall provide access to requested data, or a copy of requested data, within 10 days of DOC request. The data will be provided at no charge to the DOC.	
	135	The Offeror shall turn over a copy of all DOC data to the DOC within ten days of contract termination date. The data shall be provided at no charge to the DOC and in a usable format that has been agreed to by the DOC.	
Transaction Taxation	136	The solution shall have capability to apply/process all aspects of transaction taxation if applicable.	



APPENDIX H

SERVICE LEVEL

MANAGEMENT



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SERVICE LEVEL MANAGEMENT

1.0 Introduction

The purpose of this document is to define the processes and procedures to be followed by the Offeror to meet the Service Level Agreements outlined herein between the Offeror and the Department of Corrections (DOC). The Service Level Agreements shall be utilized by the Offeror to report agreed, measurable criteria for services that they commit to provide to the DOC. The Offeror will measure, collect, record and provide its service performance results to DOC PCI and the PBPP beginning the effective date of the contract and continuing until such time as modified or cancelled by all parties to the contract. The Offeror understands that the DOC Service Level Agreement (SLA) requirements may change in the future as the needs of service evolve.

2.0 SCOPE

The Offeror will perform all Services represented in the Service Level Agreements contained herein at or better than the minimum level of performance set forth and shall make an effort to achieve and maintain the target levels of performance. The Offeror's goal is to provide exceptional service in all areas identified.

3.0 ROLES & RESPONSIBILITIES

3.1 OFFEROR ROLES AND RESPONSIBILITIES

- Monitor, measure, and report performance against the Service Level Agreements
- Measure all Service Levels sufficient to provide detailed, justified explanations of reported results.
- Report performance to the DOC on a monthly basis
- Promptly investigate and remediate failures associated with all Service Levels
- Minimize reoccurrences of all performance-related failures for which it is responsible
- Report any problems to the DOC that appear likely to result in a failure to meet a Service Level Agreement requirement
- Establish a Management team/structure, processes, and procedures to ensure effective management of Service Level Agreements and coordinate processes and procedures that impact the DOC



- Designate a Manager who has the overall responsibility for delivery of the Services. The designated manager will:
 - conduct technical and operational escalations
 - provide management and resolution of identified problems
 - resolve and addresses operational delivery issues
 - ensure adherence to performance targets
 - be responsible for overseeing service quality and incident management
 - function as the primary point of contact/interface for SLA performance, management, and problem resolution
 - Will work with the Offeror's Governance Team to establish, manage, and meet Agreements, requirements, and expectations, and will ensure operational compliance with the SLAs.
- Establish a Governance Team to provide oversight and management of requirements and expectations.

3.2 DOC ROLES & RESPONSIBILITIES

DOC RESPONSIBILITIES INCLUDE:

- Monitor and evaluate reported performance against the Service Level Agreements
- Quickly identify and work to resolve issues that would negatively affect Service Level Agreements for required levels of performance
- Promptly report any problems that appear likely to result in system performance problems that may or may not impact the ability of the provider to meet Service Level Agreements
- Support technical investigations and remediation of failures associated with all Service Levels
- Assist to minimize reoccurrences of all performance-related failures



4.0 SERVICE LEVEL AGREEMENTS

SLA #1: SYSTEM (SERVER) AVAILABILITY

SLA #1: SYSTEM INFRASTRUCTURE AND SERVICES AVAILABILITY	
Service Level Category	System Infrastructure and Services Availability
Service Level Objective	To ensure that the system infrastructure equipment (e.g. servers, storage, kiosks, peripheral equipment, etc.) is available for use by DOC users and Offenders during scheduled hours of availability.
Service Level Definition	The system infrastructure includes all file, database, web, imaging, application and support servers, SANs, storage devices, backup systems, kiosks and associated peripheral equipment necessary to process, store, and preserve electronic data and information. Availability means all components of the systems infrastructure are ready for use, accessible by users and customers, and are operational to perform their assigned function. Offeror will ensure qualified technical staff are available both during normal business hours (07:30 AM – 17:00 PM) and during non-business hours excluding planned maintenance or previously scheduled maintenance periods. Offeror staff will work with the DOC offenders and staff to resolve unexpected issues which impede the ability of customers and employees to perform necessary and time sensitive work.
Service Measurement	Availability
Metric Description	The percent of availability of combined system infrastructure services. The system infrastructure elements are considered 100% available when they meet the requirements of the service level definition during designated required operational hours as determined by the DOC. Those required operational hours are from 06:00 AM to 21:00 PM daily, 365 days per year. 100% Availability in minutes is calculated as 15 hours per day x 60 minutes per hour = 900 minutes uptime per day.
Metric Inclusions	Includes all servers/SANs/storage equipment/kiosks/peripheral equipment performing or supporting kiosk and PCI production, services or production support operations. All outages not included below in the Metric Exclusion category shall be considered unplanned and reported as such and shall reduce the percent availability. Degraded operations shall be reported as an individual category but shall be counted as non-availability.
Metric Exclusions	Weekly DOC Maintenance Period: DOC weekly production and test systems maintenance period (Wednesdays, 17:00 PM to 21:00 PM). Maintenance for DOC production and test systems should have no impact on the provider's system. Enterprise Network Maintenance Window: OA/OIT fixed routine scheduled maintenance window is designated by Information Technology Bulletin as Sunday 23:00 PM to Monday 04:00 AM. Planned Special Outages: Outages for environmental or system changes that may impact system availability outside the maintenance period will be planned and announced in advance and agreed to by the DOC. Special outages for applications and/or systems managed by the Offeror will be coordinated by them in advance with the DOC.
Minimum Service Level Commitment	99.5% up time per day (equates to 4.30 minutes access not available/degraded per day) per kiosk



SLA #1: SYSTEM INFRASTRUCTURE AND SERVICES AVAILABILITY

Target (Expected) Service Level Commitment	99.95% (equates to 27 seconds of access not available/degraded per day) per kiosk
Calculation	<p>Daily % Availability Per Kiosk = (900 minutes – (Downtime or degradation of services in minutes and seconds) / 900) * 100</p> <p>Daily % Availability Per Institution = Sum of total up time minutes per each kiosk in an institution / 900 * total number of kiosks in an institution</p> <p>Sample calculation:</p> <p>Assume 50 Kiosks installed/operational –</p> <ol style="list-style-type: none"> 1. Individual Kiosk Uptime: Assume uptime of 884.3 minutes for day measured $(884.3 / 900) * 100 = .9825 * 100 = 98.25\%$ 2. Institutional Daily uptime as follows: 30 Kiosks – 900 minutes, 10 Kiosks – 899 minutes, 9 kiosks – 895 minutes, and 1 Kiosk – 885 minutes $\text{Daily Uptime} = [(30 * 900) + (10 * 899) + (9 * 895) + (1 * 885)] / (50 * 900) * 100$ $= [(27000 + 8990 + 8055 + 885) / 45000] * 100$ $= [44930/45000] * 100$ $= .9984 * 100 = 99.84\%$
Credit	<p>The Commonwealth shall receive a credit if the contractor fails to meet the minimum service level commitments. That credit shall be payable to the DOC within 30 business days of the date of the monthly service level report. The credit is assessed on a per institution basis when the contractor fails to meet minimum service level commitments for System Infrastructure and Services Availability or Network Infrastructure and Services Availability or for both as follows:</p> <ol style="list-style-type: none"> 1. Minimum Service Level Commitment not met per Institution for 2 days or less in a Month – WARNING 2. Minimum Service Level Commitment not met for more than 2 and up to 5 days in a Month - \$6,000 per occurrence (institution) up to a maximum of \$60,000 per month (for all institutions) 3. Minimum Service Level Commitment not met for more than 5 days in a Month - \$10,000 per occurrence (institution) up to a maximum of \$100,000 per month (for all institutions). 4. Any combination of 2 and 3 above will result in - per occurrence charge per institution in accordance with the requirements in item 2 or 3 above with a maximum charge not to exceed \$100,000 per month (for all institutions)
Reporting Format/s	<p><u>Preferred Format:</u> PDF. Report format to be mutually agreed to between Offeror and DOC. Report should identify overall system infrastructure availability and the system infrastructure availability of individual equipment groups (e.g. servers, SANs, etc).</p> <p><u>Report Elements:</u> To be proposed by the Offeror and approved by the DOC. Information provided shall, at a minimum, include the actual uptime in minutes per Kiosk, the % uptime per Kiosk, for each day with a total uptime and % uptime shown for all kiosks within an institution by day for the month.</p> <p><u>Detailed Exclusion Report:</u> To be proposed by the Offeror and approved by the DOC</p>
Measurement Window	Daily per Kiosk during DOC established operational hours (currently 06:00 AM – 21:00 PM daily)



SLA #1: SYSTEM INFRASTRUCTURE AND SERVICES AVAILABILITY

Service Level Reporting Window

Statistics shall be provided each month within five [5] business days after the end of the month measured



LA #2: Network Availability

SLA #2: NETWORK INFRASTRUCTURE AND SERVICES AVAILABILITY	
Service Level Category	Network Infrastructure and Services Availability
Service Level Objective	To ensure that the Offeror managed network infrastructure and services are available for use during scheduled hours of availability.
Service Level Definition	The Offeror managed network infrastructure and services includes the routers, switches, repeaters, and all components needed to transport data between network site boundaries (kiosks) and the Offeror's site. Availability means the network infrastructure and services are available for use and are fully accessible and operational. Infrastructure and services include but are not limited to all network-related infrastructures necessary to make kiosks functional and usable. Note: Services shall have availability equal to or greater than the Service Level
Service Measurement	Availability
Metric Description	The percent of availability of combined MAN/WAN/Internet Services The network infrastructure and services elements are considered 100% available when they meet the requirements of the service level definition during designated required operational hours as determined by the DOC. Those required operational hours are from 06:00 AM to 21:00 PM daily, 365 days per year. 100% Availability in minutes is calculated as 15 hours per day x 60 minutes per hour = 900 minutes uptime per day.
Metric Inclusions	Includes all network infrastructure equipment and services performing or supporting kiosk direct or support operations. All outages not included below in the Metric Exclusion category shall be considered unplanned and reported as such and shall negatively impact the percent availability. Degraded operations shall be reported as an individual category and shall be counted as non-availability.
Metric Exclusions	Weekly DOC Maintenance Period: DOC weekly network, production and test systems maintenance period is Wednesdays, 17:00 PM to 21:00 PM. Maintenance for DOC production and test systems should have no impact on the provider's system. Enterprise Network Maintenance Window: OA/OIT fixed routine scheduled maintenance window is designated by Information Technology Bulletin as Sunday 23:00 PM to Monday 04:00 AM. Planned Special Outages: Outages for environmental or system changes that may impact system availability outside the maintenance period will be planned and announced in advance and agreed to by the DOC. Special outages for applications and/or systems managed by the Offeror will be coordinated by them in advance with the DOC.
Minimum Service Level	99.5% up time per day (equates to 4.30 minutes access not available/degraded per day) per kiosk
Target (Expected) Service Level	99.95% (equates to 27 seconds of access not available/degraded per day) per kiosk
Calculation	Daily % Availability Per Kiosk = $(900 \text{ minutes} - (\text{Downtime or degradation of services in minutes and seconds}) / 900) * 100$ Daily % Availability Per Institution = $\text{Sum of total up time minutes per each kiosk in an institution} / 900 * \text{total number of kiosks in an institution} * 100$ Sample calculation:



SLA #2: NETWORK INFRASTRUCTURE AND SERVICES AVAILABILITY

	<p>Assume 50 Kiosks installed/operational –</p> <ol style="list-style-type: none"> Individual Kiosk Uptime: Assume uptime of 884.3 minutes for day measured $(884.3 / 900) * 100 = .9825 * 100 = 98.25\%$ Institutional Daily uptime as follows: 30 Kiosks – 900 minutes, 10 Kiosks – 899 minutes, 9 kiosks – 895 minutes, and 1 Kiosk – 885 minutes Daily Uptime = $[(30 * 900) + (10 * 899) + (9 * 895) + (1 * 885)] / (50 * 900) * 100$ $= [(27000 + 8990 + 8055 + 885) / 45000] * 100$ $= [44930/45000] * 100$ $= .9984 * 100 = 99.84\%$
<p>Credit</p>	<p>The Offeror shall incur a credit for failing to meet minimum service level commitments. That credit shall be payable to the DOC within 30 business days of the date of the monthly service level report. The credit is assessed on a per institution basis when the Offeror fails to meet minimum service level commitments for System Infrastructure and Services Availability or Network Infrastructure and Services Availability or for both as follows:</p> <ol style="list-style-type: none"> Minimum Service Level Commitment not met per Institution for 2 days or less in a Month – WARNING Minimum Service Level Commitment not met for more than 2 and up to 5 days in a Month - \$6,000 per occurrence (institution) up to a maximum of \$60,000 per month (for all institutions) Minimum Service Level Commitment not met for more than 5 days in a Month - \$10,000 per occurrence (institution) up to a maximum of \$100,000 per month (for all institutions). Any combination of 2 and 3 above will result in - per occurrence charge per institution in accordance with the requirements in item 2 or 3 above with a maximum charge not to exceed \$100,000 per month (for all institutions)
<p>Reporting Format/s</p>	<p><u>Preferred Format:</u> PDF. Report format to be mutually agreed to between Offeror and DOC. Report should identify overall system infrastructure availability and the system infrastructure availability of individual equipment groups (e.g. servers, SANs, etc.).</p> <p><u>Report Elements:</u> To be proposed by the Offeror and approved by the DOC. Information provided shall, at a minimum, include the actual uptime in minutes per Kiosk, the % uptime per Kiosk, for each day with a total uptime and % uptime shown for all kiosks within an institution by day for the month.</p> <p><u>Detailed Exclusion Report:</u> To be proposed by the Offeror and approved by the DOC</p>
<p>Measurement Window</p>	<p>Daily per Kiosk during DOC established operational hours (currently 06:00 AM – 21:00 PM daily)</p>
<p>Service Level Reporting Window</p>	<p>Statistics shall be provided each month within five [5] business days after the end of the month measured</p>



#4: Firewall Change Management Timeliness

SLA #3: CHANGE MANAGEMENT RESPONSE	
Service Level Category	Infrastructure and Systems Change Management Services
Service Level Objective	Change Management Service Request Management
Service Level Definition	<ul style="list-style-type: none"> • Change requests shall be categorized as Urgent, High, Medium or Low. • The time to complete change requests from request to fulfillment and operability shall not exceed the Service Level • For purposes of this Service Level, change management includes but is not limited to offender administrative management, access control list updates, network diagnostics, equipment service, and software and configuration updates
Service Measurement	Timeliness
Metric Description	<ul style="list-style-type: none"> • Timeliness for Change Management Services is defined as the time (business hours/days) required to successfully receive, process, and implement a change to the access control list, installed rule base, network diagnostics, equipment service, and software and/or configuration updates. • Metrics for successful implementation of a change shall be by category of change request as follows: <ul style="list-style-type: none"> ○ Urgent – 2 business hours ○ High – 8 business hours ○ Medium – 3 business days ○ Low – business 10 days
Metric Inclusions	Agency configurations <ul style="list-style-type: none"> • Actions included: <ul style="list-style-type: none"> ○ Time required to complete a change request from receipt to operability ○ Time required to update the installed rule base or administration/access control list updates ○ Time required to perform network diagnostics [to trouble-shoot] ○ Time required to perform equipment service ○ Time required to implement software updates ○ Time required to implement configuration updates
Metric Exclusions	<ul style="list-style-type: none"> • Orders for new services requiring purchase of hardware or software • Exclusion Time: <ul style="list-style-type: none"> ○ None – the time required for change approval and scheduling will be considered part of the metric measurement and service level time.
Minimum Service Level	<ul style="list-style-type: none"> • Urgent – 2 business hours • High – 8 business hours • Medium – 3 business days • Low – 10 business days
Target (Expected) Service Level	<ul style="list-style-type: none"> • Urgent – 1 business hours • High – 4 business hours • Medium – 2 business days



SLA #3: CHANGE MANAGEMENT RESPONSE

	<ul style="list-style-type: none"> • Low – 5 business days
Calculation	Timeliness Per Change Request = (Change Closed Date and Time) minus (Change Create Date and Time) minus (Exclusion Time)
Credit	If systemic problems persist in failure to meet minimum standard for three or more consecutive months, the Offeror will be required to develop a corrective action plan to resolve the problems. Failure to meet minimum service level standards will be considered an all decisions related to continuation of the contract or in decisions for exercise of options.
Reporting Format/s	<p><u>Preferred Format:</u> PDF. Report format to be mutually agreed to between Offeror and DOC.</p> <p><u>Report Elements:</u> To be proposed by the Offeror and approved by the DOC. Examples of elements to include are: Header to include Target SL, Minimum SL, Total Number of Changes, Total Number of Changes that Missed the Target Service Level, Total Number of Changes that Missed the Minimum Service Level; Detail for changes that exceeded three days to include Change Number, Device Type, Brief Description of Change, Change Create Date/Time, Change Closed Date/Time, Exclusion Time, Time Required for Change Approval and Scheduling, Time between Change Approval and Implementation, Time to Complete [in days], Minimum SL achieved [Yes/No], Target SL achieved [Yes/No]; Sorted by Device Type</p> <p><u>Detailed Exclusion Report:</u> To be proposed by the Offeror and approved by the DOC. Examples of elements to include are: Change Number, Device Type, Brief Description of Change, Change Create Date/Time, Change Closed Date/Time, Exclusion Time, Time Required for Change Approval and Scheduling, Time between Change Approval and Implementation, Time to Complete [in days], Reason for Exclusion; Sorted by Device Type; Summarized by a Count of Excluded Changes</p>
Measurement Window	Monthly
Service Level Reporting Window	Statistics shall be provided each month five (5) business days after the end of the month measured



Time To Restore – Production SystemsLA #6: Trouble Ticket Response

SLA #4: OFFENDER PROBLEM RESOLUTION RESPONSE

Service Level Category	Problem Management and Resolution Response
Service Level Objective	To respond to customer requests for technical assistance in a timely manner and take the necessary action to accurately resolve issues or to escalate resolution of those issues when required.
Service Level Definition	<p>Offeror will provide customer support during all periods of authorized Kiosk access, 365 days per year. Service level Agreements shall apply during all periods of authorized Kiosk access hours for all problem categories. Service level objectives and Agreements shall be:</p> <ul style="list-style-type: none"> • Respond to 95% of service calls within 1 calendar day. • Resolve issues as accurately as possible within the following timeframes <ul style="list-style-type: none"> ○ Standard – 2 business days ○ Low – 5 business days • Close (with confirmation) 80% of Standard priority issues, 75% Low priority issues within specified timeframes excluding issues requiring vendor repair or resolution. • Track and report closure times for all issues requiring vendor repair or resolution. <p>Problems shall be reported to the EDC Support Help Desk and shall be recorded for tracking and management. Priority definitions are as follows:</p> <ul style="list-style-type: none"> • Standard – Application or Service is inaccessible, Offender administrative information is incorrect and preventing service, and/or Offender logon/password requires resetting or reissue. • Low – Question or information requests. Low priority items will be escalated to Normal priority after 5 business days. <p>Based on the priority and aging of problems reported, support will be escalated within the Offeror hierarchy for all problems not resolved within 7 business days. The Offeror shall identify the escalation process and individuals.</p> <p>Note: Services shall have availability equal to or greater than the Service Level</p>
Service Measurement	Percent resolution within Service Level timeframes.
Metric Description	The percent of problems assigned and resolved by priority within agreed service level Agreements.
Metric Inclusions	All reported problem tickets
Metric Exclusions	None
Minimum Service Level	<ul style="list-style-type: none"> • Normal – 80% of reported problems completed within 2 business days • Low – 75% of reported problems completed within 5 business days
Target (Expected) Service Level	<ul style="list-style-type: none"> • Normal – 80% of reported problems completed within 2 business days • Low – 75% of reported problems completed within 5 business days



SLA #4: OFFENDER PROBLEM RESOLUTION RESPONSE

Credit	If systemic problems persist in failure to meet minimum standards for three or more consecutive months, the Offeror will be required to develop a corrective action plan to resolve the problems. Failure to meet minimum service level standards will be considered an all decisions related to continuation of the contract or in decisions for exercise of options.
Reporting Format/s	<p><u>Preferred Format</u>: PDF. Report format to be mutually agreed to between Offeror and DOC.</p> <p><u>Report Elements</u>: Header to include Target SL, Minimum SL, Total Number of Changes, Total Number of Changes that Missed the Target Service Level, Total Number of Changes that Missed the Minimum Service Level; Detail for changes that exceeded three days to include Change Number, Device Type, Brief Description of Change, Change Create Date/Time, Change Closed Date/Time, Exclusion Time, Time Required for Change Approval and Scheduling, Time between Change Approval and Implementation, Time to Complete [in days], Minimum SL achieved [Yes/No], Target SL achieved [Yes/No]; Sorted by Device Type</p> <p><u>Detailed Exclusion Report</u>: Change Number, Device Type, Brief Description of Change, Change Create Date/Time, Change Closed Date/Time, Exclusion Time, Time Required for Change Approval and Scheduling, Time between Change Approval and Implementation, Time to Complete [in days], Reason for Exclusion; Sorted by Device Type; Summarized by a Count of Excluded Changes</p>
Measurement Window	Monthly
Service Level Reporting Window	Statistics shall be provided each month within five [5] business days after the end of the month measured

Trade Secret/Confidential Proprietary Information Notice

Instructions:

The Commonwealth may not assert on behalf of a third party an exception to the public release of materials that contain trade secrets or confidential proprietary information unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The Commonwealth will not provide a submitting party any advice with regard to trade secret law.

Name of submitting party:

Contact information for submitting party:

Please provide a brief overview of the materials that you are submitting (e.g. bid proposal, grant application, technical schematics):

Please provide a brief explanation of why the materials are being submitted to the Commonwealth (e.g. response to bid #12345, application for grant XYZ being offered by the Department of Health, documents required to be submitted under law ABC)

Please provide a list detailing which portions of the material being submitted you believe constitute a trade secret or confidential proprietary information, and please provide an explanation of why you think those materials constitute a trade secret or confidential proprietary information. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)

Note: The following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor's cost proposal
- Information submitted as part of a vendor's technical response that does not pertain to specific business practices or product specification
- Information submitted as part of a vendor's technical or disadvantaged business response that is otherwise publicly available or otherwise easily obtained
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth

<u>Page Number</u>	<u>Description</u>	<u>Explanation</u>
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Acknowledgment

The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret data or confidential proprietary information that has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret or confidential, and indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned's claim of trade secret/confidential proprietary information if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret or is confidential. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret or is confidential, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.

Signature

Title

Date



Commonwealth of Pennsylvania

Date: **August 7, 2012**
Subject: **Kiosk and Kiosk Services**
Solicitation Number: **6100021729**
Opening Date/Time: **August 23, 2012 1:00PM**
Addendum Number: **1**

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

List any and all changes:

1. The address to the Pre-Proposal Conference is as follows:
Office of Information Technology
Bureau of IT Procurement
Finance Building
613 North Drive, 5th floor
Harrisburg, PA 17120
Conference Room 503

For electronic solicitation responses via the SRM portal:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- To attach the Addendum, download the Addendum and save to your computer. Move to 'My Notes', use the "Browse" button to find the document you just saved and press "Add" to upload the document.
- Review the Attributes section of your solicitation response to ensure you have responded, as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.

For solicitations where a "hard copy" (vs. electronic) response is requested:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- If you have already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the following address:
(Christina Geegee-Dugan), Bureau of IT Procurement
c/o Commonwealth Mail Processing Center
2 Technology Park (*rear*)
Attn: IT Procurement 506 Finance
Harrisburg PA 17110

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Christina Geegee-Dugan
Title: Commodity Specialist
Phone: 717-346-3826
Email: cgeegee@state.pa.us



Commonwealth of Pennsylvania

Date: **August 8, 2012**
Subject: **Kiosk and Kiosk Services**
Solicitation Number: **RFP 6100021729**
Opening Date/Time: **August 23, 2012 1:00PM**
Addendum Number: **2**

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

List any and all changes:

1. The Pre-Proposal Conference Attendance List has been posted to E-market Place.
2. The Kiosk & Kiosk Services PowerPoint presentation has been posted to E-Market Place.

For electronic solicitation responses via the SRM portal:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- To attach the Addendum, download the Addendum and save to your computer. Move to 'My Notes', use the "Browse" button to find the document you just saved and press "Add" to upload the document.
- Review the Attributes section of your solicitation response to ensure you have responded, as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.

For solicitations where a "hard copy" (vs. electronic) response is requested:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- If you have already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the following address:
(Christina Geegee-Dugan), Bureau of IT Procurement
c/o Commonwealth Mail Processing Center
2 Technology Park (*rear*)
Attn: IT Procurement 506 Finance
Harrisburg PA 17110

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Christina Geegee-Dugan
Title: Commodity Specialist
Phone: 717-346-3826
Email: cgeegee@state.pa.us

Pre-proposal Conference For:

Kiosk and Kiosk Services

RFP 6100021729

Issuing Officer: Christina Geegee-Dugan

August 8, 2012 @ 10 AM

Agenda

- Housekeeping
- Introductions
- Bureau of Small Business Opportunities (BSBO)
- Department of Corrections, Project Background
- RFP Requirements
- Questions and Answers Submitted
- Additional Questions and Answers

➤ **In the event of a fire drill:**

- Please exit the room to the rear, continue down the hall and exit through the stairwell. On the ground floor, exit the building and assemble near the flag pole area.

➤ **Restrooms:**

- Located outside of the room to your left.

➤ Sign attendance register

➤ Provide business card

➤ Sign-in sheet will be posted to eMarketplace website

Agency Representatives:

- **Office for Information Technology:**
 - Christina Geegee-Dugan, Issuing Officer

- **Bureau of Small Business Opportunities (BSBO)**
 - Gayle Nuppnau, Department of General Services, Procurement Liaison

- **Department of Corrections**
 - Director, Anthony Miller

Bureau of Small Business Opportunities (BSBO)

Gayle Nuppnau

DGS, Procurement Liaison

Disadvantage Business Program

Program designed to encourage participation of Small Diverse Businesses (SDB) in state contracting

- A Small Diverse Business is a DGS-certified minority-owned business, woman-owned business, service-disabled veteran-owned business or veteran-owned business, or United States Small Business Administration-certified 8(a) small disadvantaged business concern, that qualifies as a small business.
- A small business is a business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns 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).

Small Disadvantage Business

- Proof of annual sales can be one of 3 items listed below:
 - Copies of audited financials
 - Copy of recent federal tax form
 - Letter from a CPA attesting to company's annual sales
- Proof of number of employees can be one of 2 items listed below:
 - Copy of 941's
 - Letter from company attesting to number of employees
- Is able to do the work in question
- Must be for profit
- Must be owned by a U.S. Citizen

Important Information to Note: Section II of the RFP

- To receive credit for being a Small Diverse Business or for subcontracting with a Small Diverse Business (including purchasing supplies and/or services through a purchase agreement), a Offeror must include proof of Small Diverse Business qualification in the Small Diverse Business participation submittal of the proposal, as indicated in section II of the RFP.
 - Copy of active certification
 - Proof of annual sales
 - Proof of number of employees
 - If using a company in the 8(a) program must show proof of US Citizenship
 - All Offerors must provide a numerical percentage for commitment based on the base term of the contract
 - Small Diverse Business (es) must be named including address and phone
 - Specify the type of goods or services the Small Diverse Business(es) will provide
 - All Offerors must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Offeror and not by subcontractors and suppliers.

Enterprise Zone

- The Issuing Office encourages participation by small businesses, whose primary or headquarters facility is physically located in areas the Commonwealth has identified as *Designated Enterprise Zones*, as prime contractors, joint ventures and subcontractors/suppliers.
 - Bonus points
 - No data base or directory of enterprise zones must contact
 - Ms. Aldona Kartorie at (717) 720-7409
 - Confirmation of Enterprise Location (obtained from the local enterprise zone office)
 - Proof of business headquarters location
 - Proof of US Citizenship of owner of the business
 - Proof of Gross sales
 - Proof of number of employees

Contact Information

Bureau of Small Business Opportunities (BSBO)

Ms. Gayle Nuppnau

Procurement Liaison

Telephone: (717) 346-3819

E-Mail: gnuppnau@state.pa.us



Kiosk Applications for the Pennsylvania Department of Corrections

Director, Anthony Miller



- To Increase efficiency of transactions
 - Commissary ordering/paperless catalogs
 - Inmate access to account information
 - Phone time and other localized purchases

- To provide additional services
 - Paperless email/ incoming and outgoing
 - Email with attachments
 - Facilitate MP3 technology and music download capability

- Proposal is divided into the following three parts that must be submitted in separate individual sealed envelopes:
 - Technical Submittal = **50%** of total points
 - Cost Submittal = **30%** of total points
 - Small Diverse Business (SDB) Submittal = **20%** of total points

- Each Contractor must provide the following: (I-12 Proposals, pg 6)
 - Twelve (**12**) paper copies of the Technical Submittal,
 - Two (**2**) paper copies of the Cost Submittal,
 - Two (**2**) paper copies of the Small Diverse Business (SDB) ,
 - Two (**2**) complete and exact copies of the entire proposal (Technical, Cost and Small Diverse Business (SDB) Submittals, along with all requested documents) on separate CD-ROMs or flash drives

➤ Mandatory Response Requirements

- Timely received from an Offeror
- Properly Signed by the Offeror

➤ Contract Requirements

- Signed by an official representative to bind the company to a contract
- The total score for the technical submittal of the Contractor's proposal must be greater than or equal to 70% of the available technical points.
- If you specify that the proposal is not firm for the time period specified in Section I-12 of the RFP, your proposal may be rejected.
- If there are any assumptions included in the cost submittal, your proposal may be rejected.
- If you state that the proposal is contingent on negotiation of offeror terms and conditions, your proposal may be rejected.

ADDRESS PROPERLY

Please include:

- RFP Number
- Number Multiple Package
(i.e. 1 of 3, 2 of 3, etc.)
- Must be Sealed
- Allow time for delivery

Calendar of Events

<p>Answers to Potential Offeror questions posted to the DGS website (http://www.dgsweb.state.pa.us/RTA/Search.aspx) no later than this date.</p>	<p>Issuing Office</p>	<p>Wednesday, August 15, 2012</p>
<p>Please monitor website for all communications regarding the RFP.</p>	<p>Potential Offerors</p>	<p>Ongoing</p>
<p>Sealed proposal must be received by the Issuing Office at: (Christina Geegee-Dugan), Bureau of IT Procurement c/o Commonwealth Mail Processing Center 2 Technology Park (<i>rear</i>) Attn: IT Procurement 506 Finance Harrisburg PA 17110 Note: Hand-delivered proposals must be delivered to the address set forth in the Calendar of Events and must be time and date stamped by the facility receiving the proposals. Proposals may only be hand-delivered between 6:00 a.m. and 2:45 p.m., Monday through Friday, excluding Commonwealth holidays.</p>	<p>Offerors</p>	<p>Thursday, August 23, 2012 By 1:00 PM</p>

Revised Delivery Address

Sealed proposal must be received by the Issuing Office:

(Christina Geegee-Dugan), Bureau of IT Procurement
c/o Commonwealth Mail Processing Center
2 Technology Park (*rear*)
Attn: IT Procurement 506 Finance
Harrisburg PA 17110

Note: Hand-delivered proposals must be delivered to the address set forth in the Calendar of Events and must be time and date stamped by the facility receiving the proposals. Proposals may only be hand-delivered between 6:00 a.m. and 2:45 p.m., Monday through Friday, excluding Commonwealth holidays.

Note: If the proposals are hand delivered to 506 Finance Building, your proposal may be rejected.

➤ Additional Questions

- Please be sure to write down all your questions on the Q&A sheets provided.

- **Answers provided today are considered unofficial and not binding. All Q&A will become official when posted to DGS e-marketplace website.**

- All questions and responses will be posted on the DGS e-marketplace Website following the conference:

<http://www.emarketplace.state.pa.us>



Commonwealth of Pennsylvania

Date: **August 15, 2012**
Subject: **Kiosk and Kiosk Services**
Solicitation Number: **RFP 6100021729**
Opening Date/Time: **August 23, 2012 1:00PM**
Addendum Number: **3**

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

List any and all changes:

1. Kiosk & Kiosk Services questions and answers have been posted to E-market Place.
2. Appendix J Inmate Population per Institution has been posted to E-Market Place.

For electronic solicitation responses via the SRM portal:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- To attach the Addendum, download the Addendum and save to your computer. Move to 'My Notes', use the "Browse" button to find the document you just saved and press "Add" to upload the document.
- Review the Attributes section of your solicitation response to ensure you have responded, as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.

For solicitations where a "hard copy" (vs. electronic) response is requested:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- If you have already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the following address:
(Christina Geegee-Dugan), Bureau of IT Procurement
c/o Commonwealth Mail Processing Center
2 Technology Park (*rear*)
Attn: IT Procurement 506 Finance
Harrisburg PA 17110

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Christina Geegee-Dugan
Title: Commodity Specialist
Phone: 717-346-3826
Email: cgeegee@state.pa.us

Appendix J Inmate Population per Institution

Facility	Number of Housing Units	Population as of 8/6/12
ALB	11	2299
CAM CDCC	10	2271
CAM GP	7	1251
CHS	7	1270
COA	11	2267
CRE	12	1413
DAL	15	2067
FRA	6	1142
FRS	12	2280
FYT	12	2031
GRA GIRC	3	979
GRA GP	11	2561
GRE	9	979
GRN	12	1702
HOU	12	2542
HUN	9	2115
LAU	9	1396
MAH	11	2338
MER	14	1466
PNG	9	887
PIT PIRC	1	71
PIT GP	7	1510
QUE	4	469
RET	8	1124
ROC	10	2410
SMI	12	1357
SMR	11	2289
WAM	15	1366
Female facilities		
CBS	7	982
MUN MDCC	2	263
MUN GP	14	1175
<p>CAM, GRA, PIT and MUN each have 2 entries that indicate a reception or diagnostic center and a general population section.</p>		

	Questions	Answers
1	II-3 Work Plan - Please provide more detail on what is to be provided in MS Project. How can the values to be filled into columns like "actual start" and "percentage complete" be determined?	Provide the proposed technical plan for completing the required work. Include the columns identified in the RFP, with entries (such as task, duration and expected start date) that are logical in a proposed plan. For proposal purposes use January 1, 2013 as the start date. The actual start date may vary.
2	IV-3 B. Kiosk Applications MP3/Media Players – Who is the current provider of the 300 MP3 players currently in use?	Keefe/Access Corrections provided these while inmates were housed in Michigan.
3	a. IV-3 C. Kiosk Applications- Can a vendor who has not yet implemented a commissary system still apply if this platform is in development? b. Phone time – will a basic integration which allows inmates to purchase phone time on the kiosk suffice? c. Will the phone vendor be responsible for their own integration costs?	a. Yes b. Per IV-3 C. a. Requirements for Offenders, Facility Services, include phone time and stands as stated. c. There is no integration with the phone vendor required by this RFP. The kiosk provider will facilitate inmate purchase of phone time and this information will be provided to the DOC.
4	a. IV-3 E. Hosting and Integration- What is the preferred method for integration with the Commonwealth's SAP solution? b. What services or files are expected to be exchanged?	a. DOC uses a specific file format to transmit orders to SAP via MQ. It is expected that the supplier would transmit a file using this format via MQ. b. DOC will work with the awarded supplier to specify the details of the individual services or files to be exchanged in order to meet RFP requirements that are stated in Part IV-3 and Appendix G, Requirements Matrix.
5	IV-4 Tasks and Deliverables - Are the documents described (e.g., Requirements Traceability Matrix, Network/Kiosk Security Plan etc.) expected to be provided with the response or should the vendor instead include a timeline for when such documents would be provided upon contract award? b. A Requirements Traceability Matrix applies to systems which are not yet designed. If the vendor already has their systems implemented, is this still required? c. Can this deliverable be removed as it does not apply to an existing system?	a. Deliverable documents are to be submitted to the DOC during the project. Per II-3 Work Plan, deliverable dates and an explanation of how the deliverables will be completed within each task should be included in the work plan. b. The Requirements Traceability Matrix is a required deliverable of this project. Appendix G, Requirements Matrix, describes the requirements specific to the PA DOC which must be met, and therefore considered throughout all phases of the implementation. A completed Appendix G must be submitted with a proposal. c. No, the Requirements Traceability Matrix cannot be removed.
6	Can APPENDIX G be responded to using Microsoft Word so that screenshots can be inserted into the reply?	Yes, response to Appendix G can be provided in an MS Word Office 2007 (or later) document.

7	APPENDIX G, Item 26 – What types of “alternative display options” is the PA DOC seeking for the viewing of email on the inmate kiosk?		Alternative display was added to accommodate requirements to support handicaps/visually impaired. Proposal should identify and describe alternative display options available with the solution.
8	Please let me know if you can provide an estimated contract value on this RFP.		The Commonwealth will not divulge this information.
9	Will Clarification Questions be permissible after the pre-bid meeting?		Yes.
10	a. Please provide a count of the number of kiosks that the DOC is requesting. b. Please provide this number broken out by facility and housing unit within the facility. c. In addition, please provide the average daily population of the housing units that will receive a kiosk.		a. Appendix G, Requirements Matrix, requires that the Offeror propose a methodology for determining the number of kiosks needed. B. Please refer to answer 10 a c. Please refer to Appendix J, Inmate Population Per Institution
11	We respectfully request that a time and date be provided for vendors to perform a site survey to determine the requirements for network infrastructure to meet the DOC specifications?		For proposal purposes, offerors should use data from Appendix J (RFP Addendum 3, "Inmate Population Per Institution") to identify the proposed network infrastructure for the solution. Because individual location specifications are all different, site visits will not be provided in advance. Site visits will be provided to the awarded supplier to finalize the network infrastructure for each location.
12	Please confirm that the DOC will provide dedicated 120 Volt power for the Kiosk units?		DOC will provide 120 Volt power. Kiosk will not be on circuits with backup generator supports.
13	What is the IDF/MDF placement in relation to the housing units?		There is an IDF in every housing unit. Placement is subject to the design of each institution.
14	III-4 Evaluation Criteria. What are the total number of Points available that a vendor may receive for Technical, and Cost? Percentages are provided but not the number of points.		The total number of points an offeror may receive for Technical, Cost and Small Diverse Business participation is 1,000 points.
15	IV-3.C.b Requirements for Visitors/Public, Monetary Deposits. We assume that the DOC is looking for the kiosks to accept trust fund deposit. Please confirm that this is accurate and if not please describe the functionality that the DOC is seeking.		Yes the assumption is accurate, This requirement is specific to only the visitor kiosk at each institution.

16	IV-3.H Rebate – How will the rebate to the DOC be evaluated?		The rebate to DOC will be evaluated as one part of the total Cost submittal score.
17	Appendix G # 7 – How are special needs offenders housed, i.e. are all deaf inmates are house in a specific SCI?		All special needs offenders are housed in specific housing units at all SCI's.
18	Appendix G # 22 – Is the DOC asking that all e-mail pass through a central processing system before being sent to the individual institutions?		Yes
19	Appendix G # 122 – What database does the DOC currently use i.e., Oracle, SQL etc?		Microsoft SQL
20	a. What system is currently used for Offender Management? b. Please provide a contact person and phone number so that we may ask additional technical follow up questions if necessary.		a. There are multiple applications supporting offender management requirements. b. This information will be provided to the awarded supplier. All questions pertaining to the RFP must be directed to the Issuing Officer.
21	a. What system is currently used for managing offender money and their trust accounts? b. Please provide a contact person and phone number so that we may ask additional technical follow up questions if necessary.		a. Custom-built system called the Integrated Offender Case Management System (IOCMS). b. This information will be provided to the awarded supplier. All questions pertaining to the RFP must be directed to the Issuing Officer.
22	Please provide a break-down, by facility, how many housing units and the population for each.		Please refer to Appendix J, Inmate Population Per Institution
23	The RFP states “The selected Offeror may charge transaction fees to support the system...” Can this include fees charged to inmates for everyday use of the kiosk (ex. viewing their balances, ordering commissary, etc?)		No, transaction fees cannot be charged for everyday use of the kiosk. Transaction fees are limited to those listed in Appendix C, Cost Matrix.
24	What inmates (percentage and actual number) will be allowed to purchase the MP3 services?		Assume 100% of all inmates will be eligible/allowed to purchase MP3 services.

25	Will the selected vendor be the sole provider of all services requested in this RFP.		Yes, however as stated in the terms and conditions, the Commonwealth reserves the right to purchase services within the scope of this Contract through other procurement methods whenever the Commonwealth deems it to be in its best interest.
26	Are money orders transactions included in the EFT transactions numbers listed on the cost matrix		Yes. Please refer to Appendix D, Cost Matrix, for total estimated monthly user transactions as categorized DOC.
27	Will the vendor selected be the sole provider of all EFT transactions for all types (Walk-in, Cash, Phone, Web and Money orders) including no checks or money orders sent to the central DOC or facilities?		No. DOC has a separate contract for EFT services. The awarded supplier is expected to integrate with that EFT solution transactions from the visitor kiosk.
28	What is the average amount of a deposit transaction		This not relevant to the RFP.
29	Provide an annual quantity breakdown of the total DOC deposit transactions: 1. Money Order/Checks 2. Phone 3. Web 4. Walk-in retailers- Cash 5. Kiosk 6. Cash 7. Credit		Please refer to Appendix D, Cost Matrix for total estimated monthly user transactions as categorized by DOC.
30	What rebate is the DOC receiving today per deposit transaction		No rebates are received at this time.
31	What rebate today is the DOC receiving per: 1. Incoming email without attachment 2. Incoming email with attachment 3. Outgoing email 4. Print by page B&W 5. Print per page color		No rebates are received at this time.
32	Fees for EFT deposit services usually vary by type (Kiosk-Cash, Kiosk- credit, walk-in cash, Web, Phone and lockbox (money orders) and transaction amount. Will the DOC considering revising the cost matrix to reflect these different transaction amounts and deposit types?		Please see the response to question #27.

33	Does the DOC want 1 Lobby Deposit kiosk in each facility visiting area?		A minimum of one (1) Kiosk is required in the visiting area/location as determined by the facility manager.
34	Would the DOC allow the Lobby Kiosks to run on the DOC's network (LAN/WAN) segregated from the DOC's network?		No
35	Does the kiosks have to run on a completely separate network (fiber) as well as separate ISP service?		Yes
36	Could the inmate kiosks and deposit lobby Kiosks run on the DOC's LAN and use a vendor supplied ISP to get back to the Vendors centrally hosted servers?		No
37	Will the DOC allow the use of secure wireless networks for the inmate housing kiosks & lobby deposit kiosks within the facilities?		Yes
38	If the network fiber has to be installed can the selected vendor use inmate labor to install fiber?		No
39	#11 in appendix G states a single kiosk shall support all offender kiosk-based applications. Would the DOC consider a separate Kiosk for syncing MP3 players to download songs, Secure Mail/Photos and other approved content where inmates would make no purchase decision on the kiosk as all purchase decisions are made on the MP3 player. Having an additional Kiosk for MP3 downloads provides less usage of housing kiosks allows more time to be spent ordering commissary, reviewing and responding to messages, trust fund look-up and other facility vital applications on the kiosks. In addition, creates less security risks of fighting for time at the kiosk and long lines.		No

40	<p># 32 Appendix G states ...users shall have the capability to send photos and e-messages together via the Offeror provided website by a single transaction. Would the DOC consider the ability of the user to either send an e-message or send a photo but not combined together in one transaction?</p> <p>Sending the photos separate from the e-message allows the facility staff to quickly view up to 32 photo thumb nails on one screen providing them the ability to view and approve all 32 separate photos with the push of 1 button. This will dramatically reduce the time it takes to open each attachment and determine if the photo and message sent in the same transaction are both approved.</p>		No
41	<p>#104 Appendix G- States- Offeror shall propose a specified ratio of offenders to kiosks at each housing unit at each institution/location based on information provided by the DOC and information gathered during site visits. DOC shall approve number / location of kiosks. Question- the schedule outlined in the RFP does not have sites visit dates listed. To provide the best quote to the DOC and fully understand the requirements/costs to meet the DOC /OA/OIT requirements site visits are necessary.</p>		All site visits will occur after award of contract.
42	<p>How do I get a list of companies providing the Kiosk who are interested in sub-capability to a software service (minority-owned company)?</p>		<p>A interested supplier can go to the DGS.state.pa.gov and click in the middle of the page. Locate Certified Minority: Women-owned businesses. This takes you to the BSBO home page which is under construction. There you will be linked to the on-line searchable database.</p>
43	<p>Is the Requirements Traceability Matrix expected to be provided with the proposal or upon contract award?</p>		<p>Proposals must include an Offeror response to Appendix G, Requirement Matrix. The Requirements Traceability Matrix is a required contract deliverable that will be provided by the awarded supplier. Failure do submit the necessary documents could result in the proposal being rejected.</p>
44	<p>Section IV-3 Item C: a. What does facility tickets mean with respect to the provided facility tickets application? b. What information or functionality is required for this application?</p>		<p>A facility ticket will be handled the same as phone time on the kiosk. It's a purchase of an institution-specific item. E.g. ice cream, newspapers, photocopies.</p>
45	<p>How many Kiosk do you currently have at each facility?</p>		<p>Currently DOC has no Kiosk's located at any of the facilities.</p>

46	Part IV of the RFP begins on page 23 and concludes on 36. Various requirements within this section begin or include the statement "The selected Offeror". Is the Commonwealth looking for response on these sections that include this language or is this information that is to be submitted by the successful Offeror after contract award?		Part II of the RFP defines the information required to be submitted within the proposal to address how the Offeror will meet the requirements, tasks, and deliverables defined within Part IV of the RFP. The deliverables for each task will be provided by the contractor during the term of the contract.
47	Because of the in depth responses needed to answer this RFP and the time required to develop the network we respectfully request a two week extension of the due date to September 6, 2012.		No, the Commonwealth will not extend the deadline.
48	What is the number of Electronic Funds Transfers per facility or in total?		This is not relevant to this RFP. Please refer to Appendix C, Cost Matrix for estimated monthly transaction volumes.
49	Does each facility use their own bank account or is there a single account?		Each facility has its own bank account.
50	Who is the current commissary and trust provider?		Pennsylvania Correctional Industries is the commissary provider. The trust provider is the Inmate General Welfare Fund (IGWF).
51	What are the current visits per facility per month?		This is not relevant to this RFP. Please refer to Appendix C, Cost Matrix for estimated monthly transaction volumes.
52	a. What does the Commonwealth mean by phone services? B. Does the Commonwealth require the vendor to provide specific information regarding phone usage or billing information?		a. The transaction required to purchase phone time. b. Yes. A record which shows transactions for phone time purchases must be provided.
53	Does the Commonwealth require the winning bidder to provide the ability to purchase phone time from the Kiosk?		Yes.

Date: August 20, 2012

Subject: Kiosk and Kiosk Services RFP

Solicitation Number: RFP 6100021729

Solicitation Due Date August 30, 2012 at 1:00pm

Addendum Number: 4

To All Offerors/Bidders:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specification, or instruction of a procurement solicitation (e.g. Invitation for Bids, Request for Quotes and Request for Proposals).

The following changes have been made to the solicitation identified above:

1. The deadline to submit proposals has been extended. Proposals are now due on August 30, 2012 at 1:00pm.

For electronic solicitations responses via the PASupplierPortal:

- Attach this addendum to your solicitation response.
- To attach the Addendum, download the Addendum and save to your computer. Move to “My Notes”, use the “Browse” button to find the document you just saved and press “Add” to upload the document.
- Review the Attributes section of our solicitation response to ensure you have responded, as required, to any question relevant to solicitation addenda issues subsequent to the initial advertisement of the solicitation opportunity,

For Solicitation where a “hard copy” (vs. electronic) response is requested:

- If you are already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remain firm, by the due date to the following address:

Except as amended by this Addendum, the terms, conditions, specification, and instruction of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Christina Geegee-Dugan

Title: Commodity Specialist

Phone: 717-346-3826

Email: cgeegee@pa.gov

Date: August 21, 2012

Subject: Kiosk and Kiosk Services RFP

Solicitation Number: RFP 6100021729

Solicitation Due Date August 30, 2012 at 1:00pm

Addendum Number: 5

To All Offerors/Bidders:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specification, or instruction of a procurement solicitation (e.g. Invitation for Bids, Request for Quotes and Request for Proposals).

The following changes have been made to the solicitation identified above:

1. A revised Appendix D, Cost Matrix, has been posted to emarketplace.
2. Appendix D, Cost Matrix, will be evaluated based on the following three (3) components. Each component has been assigned a weight as indicated below.
 - User Transactions - 45% of the available points
 - DOC Rebate - 40% of the available points
 - MP3/Media Players - 15% of the available points

User Transactions

The Cost formula referenced in Part III-4 (B) of the RFP will be used to score the User Transactions components of the Cost Matrix. The formula follows:

The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the following formula:

$$I - \frac{(B-A)}{A} \times C = D$$

A—the lowest Offeror’s cost.

B—the Offeror’s cost being scored.

C—the maximum number of cost points available.

D—Offeror’s cost score (points).

Note: If the formula results in a negative number (which will occur when the Offeror’s cost is more than twice the lowest cost), zero points shall be assigned.

DOC Rebate

The DOC Rebate component will be scored by giving the maximum number of points available for the component to the Offeror with the highest rebate. The other Offerors will receive a proportionate share of the points. The formula follows:

$$\frac{\text{Rebate \% Being Scored}}{\text{Highest Rebate \% Commitment}} \times \text{Points Available} = \text{Awarded Points}$$

MP3/Media Players

The Cost formula referenced in Part III-4 (B) of the RFP will be used to score the MP#/Media Players component of the Cost Matrix. The formula follows:

The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the following formula:

$$1 - \frac{(B-A)}{A} \times C = D$$

A—the lowest Offeror's cost.

B—the Offeror's cost being scored.

C—the maximum number of cost points available.

D—Offeror's cost score (points).

Note: If the formula results in a negative number (which will occur when the Offeror's cost is more than twice the lowest cost), zero points shall be assigned.

Final Cost Score

The final cost scores will be determined by adding the number of points earned for the User Transaction component, the DOC Rebate component and the MP3/Media Player component.

3. For purposes of calculating commitments to Small Diverse Businesses (SDB) for this RFP, offerors should use the "Total Cost for All User Transactions" for the "Five (5) Year Total Anticipated Cost" (Cell E15) listed in Appendix D, Cost Matrix, as the "total contract value."

For electronic solicitations responses via the PASupplierPortal:

- Attach this addendum to your solicitation response.
- To attach the Addendum, download the Addendum and save to your computer. Move to "My Notes", use the "Browse" button to find the document you just saved and press "Add" to upload the document.
- Review the Attributes section of our solicitation response to ensure you have responded, as required, to any question relevant to solicitation addenda issues subsequent to the initial advertisement of the solicitation opportunity,

For Solicitation where a "hard copy" (vs. electronic) response is requested:

- If you are already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remain firm, by the due date to the following address:

Except as amended by this Addendum, the terms, conditions, specification, and instruction of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Christina Geegee-Dugan

Title: Commodity Specialist

Phone: 717-346-3826

Email: cgeegee@pa.gov

INSTRUCTIONS

- 1.) The Cost Matrix must be filled out completely in its entirety.
- 2.) Formulas are imbedded in all worksheets. Offeror's must verify that all calculations, subtotal costs and grand total costs are accurate.
- 3.) Column C, Cost per Transaction: For each transaction type, indicate the fee to be charged to the offender (per transaction). Do not round the costs beyond three (3) decimal points.
- 4.) DOC Rebate: Provide the monthly percentage ("rebate") of total kiosk transaction fees collected that will be returned to the DOC.
- 5.) MP3/Media Player: Indicate the model(s) of MP3/media players (based on storage) being proposed and the cost to DOC per unit.
- 6.) Please contact the Issuing Officer with any questions or concerns.

Appendix D - Cost Matrix

Supplier Name:

Date:

Completed By:

User Transaction Description	Anticipated Monthly User Transactions*	Cost per Transaction	Total Cost for Annual User Transaction	Five (5) Year Total Anticipated Cost
Incoming Email without attachment	55,000	\$ -	\$ -	\$ -
Incoming Email attachment (each)	60,000	\$ -	\$ -	\$ -
Outgoing Email	65,000	\$ -	\$ -	\$ -
Print by page, black and white	25,000	\$ -	\$ -	\$ -
Print by page, color	10,000	\$ -	\$ -	\$ -
MP3/Media Download	120,000	\$ -	\$ -	\$ -
EFT Deposit	50,000	\$ -	\$ -	\$ -
Phone Time Purchase	42,000	\$ -	\$ -	\$ -
Total Cost for all User Transactions			\$ -	\$ -

DOC Rebate	Monthly Percentage
Based on total of all transaction fees in a calendar month	

MP3/Media Player Model	Storage Capacity	Cost per unit

* Anticipated monthly user transactions are estimates only and are in no way gauranteed. The Commonwealth reserves the right to negotiate the cost per transaction with the selected offeror throughout the term of the contract should the actual user transaction volumes vary significantly.