



NOTICE TO PROCEED

Date: September 23, 2014

Contract Reference: Agreement # AGR-14-210

Agency Contact: Russ Ilgenfritz

Agency Phone: 717-728-3919

Contractor Name and Address: Securus Technologies, Inc.
14651 Dallas Parkway
Suite 600
Dallas, TX 75254-8815

Dear Contractor:

This constitutes your notice to proceed with the performance of the services related to the above referenced contract.

The notice to proceed date is **September 22, 2014** . No services may be provided before this date for the Department of Corrections.

For the Department of Corrections,

Russ Ilgenfritz
Administrative Officer
Bureau of Administration

AGK-14-210

CONTRACT
FOR
INMATE TELEPHONE SERVICES

THIS CONTRACT for the provision of Inmate Telephone Services ("Contract") is entered into this 20th day of September, 2014, by and between the Commonwealth of Pennsylvania, acting through the Department of Corrections ("DOC") and Securus Technologies, Inc. ("Contractor").

WHEREAS, DOC issued a Request for Proposals for the provision of Inmate Telephone Services, RFP No. Inmate Telephone Services 2013-90 ("RFP"); and

WHEREAS, Contractor submitted a proposal in response to the RFP; and

WHEREAS, DOC determined that Contractor's proposal was the most advantageous to the Commonwealth for the Inmate Telephone Services, after taking into consideration all of the evaluation factors set forth in the RFP, and selected Contractor for contract negotiations; and

WHEREAS, DOC and Contractor have negotiated this Contract as their final and entire agreement in regard to providing Inmate Telephone Services to the DOC.

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

1. Contractor shall, in accordance with the terms and conditions of this Contract, provide Inmate Telephone Services, as more fully defined in the RFP, to the DOC.
2. Contractor agrees to provide the Inmate Telephone Services listed in its final negotiated Cost Submittal, which is attached hereto as Exhibit B and made a part hereof, at the rates and commissions listed in Exhibit B.
3. Contractor agrees to meet and maintain the commitments to small diverse businesses made in its final negotiated Small Diverse Business Submittal, which is attached hereto as Exhibit C and made a part hereof. Any proposed change to a small diverse business commitment must be submitted to the Commonwealth Bureau of Small Business Opportunities ("BSBO"), which will make a recommendation as to a course of action to the Contracting Officer. Contractor shall complete the Prime Contractor's Quarterly Utilization Report and submit it to the Contracting Officer and BSBO within ten (10) business days after the end of each calendar quarter that the Contract is in effect.
4. Part I-23 is hereby amended as follows:

The term of the contract will begin on the Effective Date and will end five (5) years from the Commencement Date, with the Commonwealth retaining the option to renew the contract with five (5) optional one-year renewals. 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 or any services or work performed or expenses incurred before the Effective Date of the contract. The Commencement Date shall be the earlier of either the date of complete installation or ninety (90) calendar days after the Effective Date.

5. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between the documents:
 - a. The Contract document contained herein.
 - b. The IT Contract Terms and Conditions contained in Appendix A of the RFP, which is attached hereto as Exhibit A and made part of this Contract.
 - c. The Contractor's final negotiated Cost Submittal, which is attached hereto as Exhibit B and made a part hereof.
 - d. The Contractor's final negotiated Small Diverse Business Submittal, which is attached hereto as Exhibit C and made a part hereof.
 - e. Parts I-IV of the RFP, including all of the referenced Appendices and as revised by all Addenda issued thereto, which is attached hereto as Exhibit A and made a part hereof.
 - f. The Contractor's Technical Submittal, as revised by letter dated March 27, 2014 which is attached hereto as Exhibit D and made a part hereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed this Contract the day and year first above written. This Contract shall be effective as described in Part I-23 of the RFP as modified above and the IT Contract Terms and Conditions, Section 1.

Witness:

CONTRACTOR:

By: _____

By: Robert Pinkens

President and COO

Printed Name/Date

Robert Pinkens 4/18/14
Printed Name/Date

Federal I.D. Number



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF CORRECTIONS

By: T. Kelly 4/24/2014
Secretary/Designee Date

APPROVED AS TO FORM AND LEGALITY:

Valleri Nemosh-Nehalla 4/23/14
Office of Chief Counsel Date

[Signature]
Office of General Counsel Date

Amel Mest 9/15/14
Office of Attorney General Date

APPROVED FOR FISCAL RESPONSIBILITY,
BUDGETARY APPROPRIATENESS AND
AVAILABILITY OF FUNDS:

N/A
Comptroller Date

REQUEST FOR PROPOSALS FOR

Inmate Telephone Services

ISSUING OFFICE

Department of Corrections

RFP NUMBER

Inmate Telephone Services 2013-90

DATE OF ISSUANCE

10-28-13

**REQUEST FOR PROPOSALS FOR
Inmate Telephone 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 rilgenfrit@pa.gov	Potential Offerors	11-6-13
Pre-proposal Conference — Location. Department of Corrections, Central Office, 1920 Technology Parkway, Mechanicsburg, PA 17050. (Conference Room 150)	Issuing Office/Potential Offerors	11-19-13 10:00am
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	11-22-13
Please monitor website for all communications regarding the RFP.	Potential Offerors	
Sealed proposal must be received by the Issuing Office at PA Department of Corrections, 1920 Technology, Mechanicsburg, PA 17050	Offerors	12-16-13 2:00pm

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 **Pennsylvania Department of Correction's** consideration on behalf of the Commonwealth of Pennsylvania ("Commonwealth") to satisfy a need for **Inmate Telephone Services** ("Project").

I-2. Issuing Office. The **Pennsylvania Department of Correction's** ("Issuing Office") has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be **Russ Ilgenfritz, 1920 Technology Parkway, Mechanicsburg, PA 17050, rilgenfrit@pa.gov**, 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 Pennsylvania Department of Corrections (hereinafter referred to as "PADOC") seeks an Offeror to provide an innovative, State of the Art, "Hosted" solution for inmate telephone service and call monitoring and recording system which will provide inmates confined to PADOC institutions with a highly reliable, high quality service to call family and friends, give the PADOC the capability to perform oversight and monitoring of inmate telephone calls and fund the inmate general welfare fund. 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 **no cost, firm commission percent 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 Inmate Telephone Services 2013-90 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/comod/ProtestProcedures.doc>.

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. Offeror's 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 Offeror's. 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 **eight (8) paper copies of the Technical Submittal and one (1) 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 **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 D** 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 Business is a DGS-verified minority-owned business, woman-owned business, veteran-owned business or service-disabled veteran-owned 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 \$7 million in gross annual revenues for building design, \$20 million in gross

annual revenues for sales and services and \$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-bsbo@pa.gov
Website: www.dgs.state.pa.us

The Department's directory of BSBO-verified minority, women, veteran and service disabled veteran-owned businesses can be accessed from: [Searching for Small Diverse Businesses](#).

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.

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. 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 Offeror's, 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**.

- Area to install equipment needed to provide inmate telephone services and monitoring and recording
- Electrical outlets as needed to power system equipment
- Area for System Administrator (SA) to perform required work functions
- Staff for project oversight
- Institutional Liaison/Point of Contact

I-23. Term of Contract. The term of the contract will commence on the Effective Date and will end in five (5) years from effective date, with the Commonwealth retaining the option to renew the contract with five (5) optional one-year renewals. 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-27 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.

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.

II-4. Prior Experience. It is critical to the PA Department of Corrections that the Offeror has proven experience in providing inmate telephone services. Each Offeror shall complete **Appendix E, Project Experience Template**, for three (3) projects of similar scope and size implemented within the last five (5) years. Each project must include client references.

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.

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 **Project Manager, Field Service Manager, Account Manager, Program Manager, Field Support Staff and System Administrator**, include the employee's name and, through a resume or similar document in accordance with **Appendix F, Personnel Experience by Key Position**, the Project personnel's education and experience in **telecommunications and inmate telephone services**. At a minimum, the Project Manager must be listed as key personnel; otherwise, Offeror 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. If 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. Additional detail is provided in **Part IV** of this RFP.

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.

- A. 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 Small Diverse Business verified by BSBO as a Small Diverse Business must provide a photocopy of their verification letter.

- B. In addition to the above verification letter, the Offeror must include in the Small Diverse Business participation submittal of the proposal the following information:

1. *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.
2. *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:
 - a) The percentage and dollar amount of each subcontract commitment to a Small Diverse Business;
 - b) 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.
 - c) The services or supplies each Small Diverse Business will provide, including the timeframe for providing the services or supplies.
 - d) The location where each Small Diverse Business will perform services.
 - e) The timeframe for each Small Diverse Business to provide or deliver the goods or services.
 - f) A subcontract or letter of intent signed by the Offeror and the Small Diverse Business (SDB) for each SDB identified in the SDB Submittal. The subcontract or letter of intent must identify the specific work, goods or services the SDB will perform, how the work, goods or services relates to the

project, and the specific timeframe during the term of the contract and any option/renewal periods when the work, goods or services will be performed or provided. In addition, the subcontract or letter of intent must identify the fixed percentage commitment and associated estimated dollar value that each SDB will receive based on the total value of the initial term of the contract as provided in the Offeror's Cost Submittal. Attached is a letter of intent template which may be used to satisfy these requirements.

- g) The name, address and telephone number of the primary contact person for each Small Diverse Business.
- 3. The total percentages and each SDB subcontractor commitment will become contractual obligations once the contract is fully executed.
- 4. The name and telephone number of the Offeror's project (contact) person for the Small Diverse Business information.
- C. 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.
- D. A Small Diverse Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.
- E. 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: 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.

- A. **Direct Costs.** Itemize to show the following for each category of personnel with a different hourly rate:
 - 1. Category (e.g., partner, project manager, analyst, senior auditor, research associate).
 - 2. Estimated hours.
 - 3. Rate per hour.

4. Total cost for each category.

- B. **Travel and Subsistence.** Itemize transportation, lodging and meals per diem costs separately. Travel and subsistence costs must conform to the requirements of the most current version of Commonwealth Management Directive 230.10, *Travel and Subsistence Allowances*. The Issuing Office may accept higher rates normally paid by an Offeror, if those rates were approved by the Offeror's officials and published prior to submitting this proposal to the Issuing Office.
- C. **Consultant Costs.** Itemize as in (a) above.
- D. **Subcontract Costs.** Itemize as in (a) above.
- E. **Cost of Supplies and Materials.** Itemize.
- F. **Other Direct Costs.** Itemize.
- G. **Fee or Profit.**
- H. **Total Cost.**

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:

Inmate Telephone Service:

Operational standards, station equipment standards, call control features, reports, prepaid, environmental considerations and site demonstration.

Contractor Qualifications:

Contractor and subcontractor experience in line of business related to this RFP, experience and training of personnel, and quantity and quality of customer base in line of business related to this RFP.

Monitoring and Recording:

Operational standards, monitoring and recording system capability and capacity for records, ease of use by operator(s), and site demonstration.

Investigative and Intelligence Capability:

Operational standards, ease of use by operator(s), investigative and intelligence features and site demonstration.

Maintenance:

Warranty, maintenance centers, experience level of personnel, standards for repair, liquidated damage clause, preventive maintenance program, and obligation and responsibility for maintenance.

Training:

Frequency, adequacy, follow up plan, training material, and specialized training.

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:

1. 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.
2. To receive credit for an SDB subcontracting commitment, the SDB subcontractor must perform at least fifty percent (50%) of the work subcontracted to it.
3. A significant subcontracting commitment is a minimum of five percent (5%) of the total contract value.

4. A subcontracting 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 prime offerors that have significant subcontracting commitments to additional SDBs may receive up to an additional 50 points (200 points total available).

Subcontracting commitments to additional 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:

$$\frac{\text{SDB \% Being Scored}}{\text{Highest \% SDB Commitment}} \times \frac{\text{Points/Additional}}{\text{Points Available}^*} = \frac{\text{Awarded/Additional}}{\text{SDB Points}}$$

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 (PADOC) seeks a qualified/experienced Offeror to provide an innovative, State of the Art, "Hosted" solution for an inmate telephone system that will provide inmates confined in PADOC institutions highly reliable, high quality service to contact family and friends and provide the PADOC the capability to perform oversight and monitoring and recording of inmate telephone calls.

B. **Specifics:**

- Ensure the provision of high-quality telephone service to allow PADOC inmates to make outgoing local, long distance and international calls.
- Provide a hosted, centralized call control system for inmate telephone calling services to allow monitoring and recording of calls to ascertain illegal activity and to support the legal prosecution of perpetrating parties.
- Provide a database that will provide provisions of monitoring services, reporting and historical call transaction information.
- Receive a competitive market-driven commission from inmate telephone calls while recognizing the Offerors cost of providing the inmate call control and monitoring/recording system.

IV-2. Nature and Scope of the Project. The PADOC seeks to obtain a "Hosted" inmate telephone system solution designed to provide inmate telephone services and call monitoring and recording specific to Pennsylvania's correctional environment. The procurement includes all hardware and software applications (including interface with other systems), inmate and text telephones, contractor provided network infrastructure, installation services, and services for hosting and support. Project management and all tasks related to the planning, installation, implementation and ongoing hosting and support of the inmate telephone system and services are also within the scope of services for this procurement.

Inmate Telephone Service and monitoring and recording are provided at the present 27 State Correctional Institutions (SCIs) housing approximately 49,714 inmates (**Refer to Appendix L**), PADOC Headquarters and various satellite offices throughout the Commonwealth (see **Appendix T** showing geographic location and address of SCI's and PADOC HQ). The PADOC may in its sole discretion close and/or add facilities/satellite offices during the contract term without penalty. Due to constant inmate population changes, Offeror shall agree to adjust the number of inmate telephones or to relocate existing telephones as requested by the PADOC.

The contract resulting from this RFP will be a no cost contract. All cost associated with the installation of the proposed solution to include, but not be limited to, service, system design, project management, system management, equipment, training, operation, maintenance, hardware, applications software, upgrades (hardware and software), conduit, backboards, drilling of holes, sleeves, fire retardant material, cable/wiring and the pulling thereof shall be provided during the contract period.

For informational purposes only, call and revenue data during the 2012 calendar year (January 1, 2012 to December 31, 2012) can be found on **Appendix N** of this RFP.

IV-3. Requirements. Detailed Business, technical, security, interface and reporting requirements.

A. Inmate Telephone Service

1. General Conditions

- a) The selected Offeror shall provide a "Hosted", secure inmate telephone system that meets PADOc requirements. The PADOc will not accept a response that requirement(s) are not available or could be provided after a mutually agreed period of time to allow for development, testing, etc. The inmate telephone system installed shall be turnkey and ready for use. The system shall be installed using a procedure such that there shall be no interruption of inmate telephone service. The installation schedule is to be completed by the Offeror using (**Appendix S, Cutover Schedule**) of this RFP. Each responding Offeror must submit a detailed transition schedule with its proposal, including time frames for the various stages of installation, including tests and acceptance by the PADOc. All telephones used for inmate calling (**Appendix O, Inmate Telephone Inventory**) and associated equipment related to the inmate telephone system shall be new. The selected Offeror shall maintain ownership of all systems and equipment throughout the life of the contract.

For the most part, cabling and conduit is provided at all PADOc locations; In cases where existing station cabling cannot be used, the Offeror shall install new station cabling (Category 3 minimum). Any new cabling shall include wall plate, cross connection, patch cords, etc. as required by the PADOc. Any new cabling installed by the Offeror within walls, floors or ceilings of the PADOc location shall remain the property of PADOc after contract expiration.

- b) Offeror shall not disconnect/remove any telephones used for making inmate telephone calls without approval by the PADOc.
- c) Offeror shall regularly upgrade or replace equipment with the latest upgrades of technological equipment and software, as upgrades are available. The proposal shall state Offeror's plans to make hardware upgrades and replacements showing both any pre-planned upgrades by the Offeror and all methods to be used to implement upgrades and convert to new versions of

software or hardware for the proposed solution. Within 60 calendar days, Offeror shall supply any upgrades that may become available as per PADOc request.

- d) Proposed solution shall comply with applicable guidelines set forth in the Americans with Disabilities Act (ADA). Telephones must be hearing aid compatible and have volume controls and placement of inmate telephones shall meet existing standards and comply with all ADA requirements.
- e) Offeror shall provide its own physical telephone network. At no time is the PADOc's data network resources to be used for system infrastructure.
- f) When requested by PADOc, Offeror shall install any additional equipment within thirty (30) calendar days of written notification from the PADOc Contract Administrator or designee.
- g) Offeror shall include in its proposal a complete description of any special environmental considerations which may be required to ensure proper operation. If an air-conditioned environment for the equipment is recommended, the description shall include the specific air-conditioning requirement (**Refer to Appendix R for the content and format of information required**). The responsibility for the cost of the changes/additions required or recommended shall be subject to contract negotiations.

2. Compliance with Federal, State and Local Laws, Rules, Regulations and Codes

- a) Offeror shall comply with all applicable regulations and mandates set forth by the Commonwealth of Pennsylvania Public Utilities Commission (PUC) and the Federal Communications Commission (FCC) and must meet all applicable requirements of the Telecommunications Act of 1996 (**Refer to Appendix M, #9**) and any updates or replacements of the act for the duration of the contract. All installations must be in compliance with the Americans with Disabilities Act to include the installation of text telephones (TTY) as required by the law. Offeror shall not engage in unreasonable practices as specified in FCC regulations. Offeror shall be responsible for any fees, penalties, fines or other costs or monetary payments assessed against or incurred by the PADOc for any violations.

Act 181 of 2002 (**Appendix P**). This bill amended the Dual Part Relay and Telecommunication Device Distribution Program Act (Act 34 of 1995) to expand the definition of "person with disability" to provide telecommunication devices to individuals with a certified disability who requires TTY technology to access telecommunications services.

- b) The Offeror shall agree to comply with, and hold the PADOc, Commonwealth of Pennsylvania harmless from, any subsequent rulings or findings of fact by the Federal Communications Commission (FCC) or the Pennsylvania Public Utilities Commission (PUC) regarding compliance with the requirements of an aggregator. The term

“aggregator” as used above is defined in the Telephone Operator Consumer Service Improvement Act of 1990.

- c) The Offeror is responsible for all permits applicable to the installation, operation, and maintenance of the telephone equipment and systems, associated wiring, and dial tone services. The Offeror shall provide the detailed nomenclature of the equipment that shall be used. Technical specifications shall be provided for all station equipment and telephone systems proposed.
- d) Offeror shall keep all call processing and rating information current and made available upon request by the PADOCC Contract Administrator or designee. Information shall include, but not limited to, local exchanges, area codes, country codes and any other information necessary to accurately process and rate inmate telephone calls.
- e) Offeror shall ensure that the inmate telephone service provides telephone reception quality meeting industry standards for service quality as defined by the Pennsylvania Public Utilities Commission (PUC) and the Federal Communications Commission (FCC).
- f) Offeror shall ensure that all services and equipment proposed during the term of the contract complies with all Federal and State laws, rules and regulations including but not limited to rate making, branding, provision of consumer information, access to local, IntraLata, and InterLata carriers, accommodations for individuals with disabilities and any applicable construction, electrical and safety codes.

3. Additional Equipment Requirements

- a) Offeror shall provide portable inmate telephones to include the cart, inmate telephone (mounted on cart) and telephone cable necessary to allow inmates housed in the Restricted Housing Units (RHUs), Special Needs Units (SNUs), Infirmary, etc. to make telephone calls to family and friends.
- b) Offeror shall provide PADOCC institutions housing hearing impaired inmate with Telecommunication Devices for the Deaf (TTY/TDDs) to provide communication to hearing or speech impaired persons (**Refer to Appendix M, #2, DC-ADM 818, VI Procedures B**).
 - 1. Text Telephone (TTY/TDD) shall be an Ultratec Supercomm 4400 or APPROVED EQUAL. It shall be equipped with a RJ-11 with a 25 foot mounting cord and include the standard keyboard, battery pack, LED display and print capability.
 - 2. The text telephone shall be re-programmed to remove the functionality on the TTY/TDD device that gives the ability for an inmate to turn off the printer and

any other feature the PADOc wants removed. Also, a lock must be installed on the TTY in the area of the batteries so inmates cannot remove them.

3. Offeror shall provide a remote printer that will produce a copy of the TTY/TDD conversation for monitoring purposes. Offeror shall also provide parts, paper, ink and servicing of the printer. The PADOc would prefer the inmate conversation be recorded through the inmate telephone system.
4. Offeror shall be notified, in writing, by the PADOc Contract Administrator or designee of a need for a text telephone (TTY)/TDD) and the designated SCI. Offeror shall, within fifteen (15) calendar days, have the TTY/TDD installed and ready for use. The facility manager or designee will determine the installation location(s).
5. Offeror shall only use the Pennsylvania Relay Service which allows persons to use TTY/TDDs to communicate with hearing impaired and speech-capable persons and vice-versa, through the assistance of specially trained operators. The toll free number for operator assistance for placing TTY/TDD calls is 800-855-1155. No toll-free and emergency numbers, e.g., 800, 888, 911; with the exception of toll-free numbers for the Pennsylvania Relay Service for TTY/TDD equipment for the hearing impaired, are permitted to be used by the Offeror in the design of the proposed solution.
6. Proposed solution shall be capable of allowing facility personnel to monitor and review typed conversations that take place with the assistance of a TTY/TDD unit. Describe how out-going inmate calls via a TDD/TTY device are conducted, how the system tracks and maintains control of such calls and how the system allows printing of the conversation for monitoring purposes.
7. Offeror shall provide and install, at a minimum, Ultratec Supercomm 4400 or approved equal text telephones (TTY) at the following SCIs.
 - Albion - 4 each
 - Camp Hill - 1 each
 - Graterford - 1 each
 - Muncy - 1 each
 - Benner - 1 each
8. Offeror shall ensure, inmate's family and friends utilizing the Pennsylvania Relay Service to receive calls from inmates are charged the same rates as those family and friends receiving calls from inmates not utilizing the PA relay service.
9. Offeror shall program TTY/TDD for making a 30 minute call.

4. Call Services

- a) Proposed solution shall allow out-going calls only from inmate telephones. Solution shall not process any incoming calls at any time. Out-going call services for inmates shall include local, inter-LATA, intra-LATA, interstate and international call capabilities.
- b) Proposed solution shall not allow any Pulse Dialing.
- c) Call acceptance by the called party shall only be accomplished through positive acceptance for all types of calls.
- d) Proposed solution shall not allow Direct Dialed calls of any type.
- e) Proposed solution shall not allow the sending of "Caller ID" information.
- f) Proposed solution shall be capable of completing telephone calls to any destination number within the North American Calling Plan (all 50 states, Puerto Rico, Canada, the U.S. Virgin Islands and other Caribbean Islands). Calls to any of the 50 states may be made either collect/prepay or with the use of prepaid minutes purchased in the commissary. Calls to Puerto Rico, Canada, the U.S. Virgin Islands and other Caribbean Islands shall be made prepaid.
- g) International calls shall be prepaid only and be subject to the same restrictions and functions, including monitoring/recording and on-site reporting, as domestic calls. International calls shall not require any assistance from a third party.
- h) Regardless of call type or destination, an automated operator shall facilitate all inmate calls from off the hook to hang-up. Automated voice prompts shall be clear, friendly, and give information and instructions to both the inmate and the called party.
- i) At a minimum, the proposed solution shall be capable of responding to English and Spanish speaking inmates. If deemed necessary, prompts in additional languages shall be made available to the PADOCC within 30 calendar days of the date the request was submitted by PADOCC. The inmate caller will indicate the preferred language during call setup (no more than a two digit code) and thereafter all prompts, instructions, branding and warnings must be delivered to the inmate or the called-party in the designated language. There must be basic dialing instructions in English and Spanish provided on each inmate telephone set. Offeror shall provide a list of languages available to the PADOCC Contract Administrator or designee.
- j) Proposed solution shall have the capability to pre-record the inmate's name prior to routing the call to the destination number, for presentation to the called party by the automated operator. A pre-recorded statement of the inmate's name shall be used to identify the inmate placing the call to the called party. It

is not permissible for the inmate to state his name during the call set up process. No pre-acceptance communication by the inmate is permitted. However, the inmate shall be able to hear the call set up announcements and acceptance results, which occur after the call has been answered. To ensure recording quality, Offeror personnel shall be able to replay name recordings at the system workstation and, if necessary, delete existing name files.

- k) Proposed solution shall have the capability to brand each and every call as originating from the respective facility and provide the name of the facility and the name of the inmate caller, before the inmate is allowed to speak to the called party. For all calls, except those to legal counsel, both the caller and the called-party must receive a clear warning statement that the call will be monitored and recorded except attorney calls. PADO must have final approval of call branding or script.
- l) Proposed solution shall be capable of providing an announcement that overlays as background to the voice conversation stating the call is from a specific State Correctional Institution and is being monitored and recorded (i.e., "This call is from the State Correctional Institution at Camp Hill and is being monitored and recorded"). The solution shall allow the overlay announcement to be automatically played intermittently during the call. PADO must have final approval of the overlay script.
- m) Proposed solution shall be able to play an overlay announcement, intermittently during attorney calls stating the call is NOT being monitored and recorded.
- n) Proposed solution shall provide the called party with the ability to hear calling rates applicable to the telephone call they are receiving prior to being asked to accept the call.
- o) Proposed solution automated operator must first make contact with each called party to explain the origin and options associated with inmate calls prior to final connection. The system must not allow the inmate to communicate in any way with the called party prior to the party's positive acceptance of the call.
- p) Proposed solution shall detect the called-party definitely indicates acceptance of an inmate call before the final connection is made. Explain how positive acceptance is indicated on touch-tone and rotary-dialed telephones.
- q) Proposed solution shall be capable of having any call accepted in the passive mode, when the called party answers, does nothing and the call is completed.

- r) Proposed solution shall ensure the inmate telephone system will only initiate calls in a "collect call" mode (prepay or normal collect calls) to land and cellular lines with Billing Number Addresses (BNA's) for all inmate telephone calls.

5. Prepaid Service

- a) Proposed solution shall be capable of providing inmate prepaid telephone service that will allow the inmate to purchase telephone time in the institution commissary and be used to make prepaid calls. Offeror's software must be able to interface with existing PADOCCOMMISARY and jail management systems. Inmates can purchase prepaid time in the amounts of \$10.00, \$15.00, \$25.00 and \$50.00 up to \$100.00 per week. These prepaid amounts are subject to change at the request of the PADOCCOMMISARY. (Refer to Appendix M, #2).
- b) Offeror shall explain prior experience with inmate prepaid services including locations, length of experience, and scope of services to be included in the proposal. The proposed solution shall be able to calculate the cost of each telephone call based on approved rates. The Offeror shall describe how the proposed solution rates telephone calls and charges them to inmate account. The Offeror shall describe how to handle inmate accounts from going into a negative balance.
- c) Offeror shall explain how the prepaid refund requirement shall function (Refer to Appendix M, #5).
- d) Offeror shall be provided current prepaid interface specifications for the PADOCCOMMISARY system upon contract award.

6. Prepay Service

- a) Proposed solution shall allow family and friends to establish prepay service accounts with the Offeror for billing purposes so that inmates can call telephone numbers that may not be accessible via normal collect calling. Each prepay account shall have an authorized billing number. Any calls billed to family or friend's prepay account shall meet the same security requirements as set forth for normal collect calls.
- b) Proposed solution shall ensure that notice of the prepay account availability is provided to the called party when receiving a call and shall offer the option of being connected to a live operator for the purpose of establishing a prepay account. The Offeror must describe all services available to called-parties to include at a minimum the following:
- Billing Options and methods
 - Payment/Account replenishment options methods
 - Prepay account deposit minimum
 - Inactivity period of time before prepay account balance expires
 - Balance Notification

- Customer Assistance for account setup or refunds
 - Length of time between payment and prepaid account can be accessed
- c) Offeror shall not charge fees to family members and friends paying for calls with prepaid accounts. Fees such as listed below will not be allowed. Only required taxes and fees for IntraState Calling (Gross Receipts Surcharge and Statutory Gross Receipt Tax) and InterState Calling (Statutory Gross Receipt Tax) shall be charged.
- Account set up fee
 - Account funding fee via internet
 - Account funding fee via telephone
 - Refund fee
 - Account maintenance fee
 - Inactive account fee
 - Regulatory cost recovery fee
 - Universal service fund administrative fee
 - All other fees not previously covered
- d) Offeror shall provide instructional brochures explaining the process for establishing a prepaid account.
- e) Offeror shall provide a toll free number to the Customer Service Center which shall be clearly shown on the called party's bill for assistance in billing matters.
- f) Offeror shall provide an informational website for public access.

7. Collect Call Service

- a) Proposed solution shall be capable of allowing inmates to call family and friends using traditional collect call services where as the cost of the call will be borne by the called party.
- b) Call acceptance by the called party shall be by positive acceptance only.
- c) Offeror shall agree that charges for calls shall include only the time from the point at which the called party accepts the call and shall end when either the inmate or the called party returns to an on-hook condition or until either party depresses the switch hook. There shall be no charges to the called party for any setup time.
- d) Offeror shall not charge, pass on, or pass through to the customer paying for collect calls any charges referred to as Local Exchange Carriers (LEC's) or Competitive Local Exchange Carriers (CLEC's) billing costs, or any bill rendering fee or billing recovery fee. Offeror shall ensure that the LEC's and CLEC's do not charge or pass on to the customer any additional fee or surcharges for billing. Offeror shall be responsible for any such LEC or CLEC surcharges incurred if billing through the

LEC or CLEC. Fees such as universal service fee, billing statement fee, equipment recovery fee, etc. and any other fee not previously covered will not be allowed.

- e) Local and local extended area service calls shall be billed as local calls.
- f) Offeror shall provide a toll free number to the Customer Service Center which will be clearly shown on the called party's bill for assistance in billing matters.
- g) The successful Offeror shall ensure that local and long distance and cellular collect calls are billed to the Billing Number Address originally provided by the inmate's family or friend.

8. Call Rate Responsibility

- a) Offeror shall establish a single, blended rate per minute, inclusive of all surcharge/connect fees, for all inmate telephone calls to include all local, IntraLata, InterLata and Interstate calls while keeping rates lower than the current rates charged for inmate telephone calls. For international calls, the Offeror will be permitted to charge the tariffed per minute rate and per call surcharge in effect during the contract term for each international location, in addition to the rate established in **Appendix C, Cost Proposal**.
- b) Offeror shall be responsible for all billing and collections. As requested by the called party, the Offeror must provide to each called party, regardless of the called party's payment methodology, an invoice or statement of all calls to be paid for by the called party. This invoice must include call details including, but not limited to, the date, time, length and applicable charges for each call.
- c) Offeror shall be responsible for all fraudulent billing and uncollectible calls. The Offeror agrees that the PADOCC will bear no responsibility for un-billable or uncollectible calls. Furthermore, no revenue shall be deducted from commissions paid to PADOCC for such calls (i.e. Offeror shall still pay revenue for call to PADOCC even if Offeror cannot collect on call). NOTE: The Offeror shall bear sole responsibility for collection on all such calls.
- d) Offeror shall not increase inmate collect, prepaid or prepay telephone rates for the life of the contract. In addition, yearly negotiations will take place with the Offeror in reviewing market pricing with a possibility of reducing rates.

If any inmate rate change is granted, the Offeror is required to supply sufficient copies of the written and dated notice both in English and Spanish for posting in each housing unit sixty (60) calendar days prior to the effective date of the change. In addition, if possible, vendor will notify inmate family and friends that receive collect calls from the inmates.

- e) The PADOc shall verify compliance with the inmate collect, prepay and prepaid pricing at the time of installation and periodically during the term of the contract.
- f) Offeror shall contact the Pennsylvania Utility Commission (PUC), Law Bureau, at (717) 783-3459 relative to matters handled by the Pennsylvania Utility Commission.
- g) Offeror shall charge the called party the agreed upon per minute rates and per call surcharges (subject to any applicable Pennsylvania Utility Commission approvals and/or rate filing requests).
- h) Offeror shall not charge inmates or called parties any additional fees for system features or functions that must be used by the inmate in order to place calls through the system.
- i) Offeror shall not charge a separate or additional fee to inmates or their families and friends for time prompts, rate information requests or any other functions.

9. Commissions

- a) Offeror's commission to PADOc shall remain fixed during the contract term, unless PADOc and the Offeror mutually agree to modify the commission rate at any time during the contract term.
- b) Offeror's commission to be paid to PADOc shall be computed as a percentage of the total gross revenue generated by the application of the approved call rates for every completed collect, prepay or prepaid inmate telephone call (Local, IntraLATA, InterLATA, Interstate, or International). The Offeror's proposed commission percentage shall be presented **Appendix C, Cost Proposal**.
- c) Offeror shall provide a commission check to be paid monthly by the last calendar day of the following month to the PADOc. Payments shall be accompanied by the management report, in paper, that as a minimum includes, Total Commission, Total Revenue, Total Messages, Total Minutes and Total Stations. Offeror shall also forward in electronic format (Microsoft Excel) via email a monthly usage report containing, at a minimum, the same information as noted above to the PADOc Contract Administrator (**Refer to Appendix U**). After award, the selected Offeror will be provided the name and address of payee location.
- d) Offeror must maintain complete and accurate call accounting records for the life of the contract and shall be available for audit at the request of the PADOc or designee.

All information shall be retrievable in a print format and electronic media. These records shall be transferred to the PADOc at the termination of the contract. The electronic media required to read the data may not be proprietary.

10. Station Equipment Standards

- a) Offeror shall provide telephones suitable for an inmate environment (indoor and outdoor) meaning that telephones are:
 - Industry standard design
 - Equipped with durable tamper/weather proof housing that is mark and scratch resistant
 - Dial pad is water, flame and shock resistant
 - Equipped with reinforced handset cord (24 inches in length) that is resistant to stretching and breaking.
 - Armored/hearing aid compatible handset with a noise suppression transmitter and manual volume control
 - Provide amplified handsets for hard-of-hearing inmates upon request
 - Operating ease with concise operating instructions on the faceplate
 - Telephone station equipment shall not contain any external removable parts and shall be powered by the telephone line and require no additional power source.
 - Telephone station shall be secured by security studs to prevent easy removal
- b) Offeror shall establish, in cooperation with the PADOCC, a systemized method of location codes for each inmate station in each SCI.
- c) Each inmate station shall have its own code identifier, but the pattern of code assignment shall be the same in each cell block, yard area, etc. in an SCI. In the process of identifying a station, and therefore an inmate, while a call is in progress, several Corrections Officers working different elements of the control system need to be able to quickly coordinate the identification of the station in question.

11. Call Controls

- a) Proposed solution shall offer a manual on/off switch that controls service to all inmate telephones, as well as a manual on/off switch for each telephone bank that must be located in a secured location specified by the PADOCC. The cut-off control switches are used in emergencies for quick disconnect of service. When the cut-off control switches are activated they terminate the call as if it was a hang up and both sides of the call are disconnected.
- b) Offeror shall provide and maintain an uninterruptible power supply (UPS) unit to power the system for a period of at least four (4) hours should commercial power to the facility be interrupted. During the period of operation on UPS power, the system must prepare internal controls for a safe shutdown that saves current call data and must shut the entire system down if commercial power is not restored before UPS power is exhausted. Upon restoration of commercial power, the system must re-boot and resume normal operations without the need for human intervention.

- c) Proposed solution shall allow authorized personnel to temporarily suspend service to all or selected inmate telephones at will (by individual PIN, cell block, telephone, facility).
- d) Proposed solution's call blocking functions must be external of inmate telephones and must allow designated numbers to be blocked facility-wide and by individual inmate PIN. The solution shall allow the facility System Administrator to block an unlimited number of destination numbers at the on-site system workstation.
- e) Proposed solution's automated instructions to every called party must include an option to block future inmate calls.

Solution shall also provide an alert or notification to the institutions system administrator and authorized PADOE staff to ensure the inmate does not add any number deleted via the above indicated feature to his/her requested list of telephone numbers in the future. Notification or alert shall be via automated system update to the inmate's account information file.

- f) Proposed solution shall be capable of detecting and preventing attempts by the inmate to chain-dial. After the information for the setup of one call is complete any hook-switch flashing or dialing of extra digits must not result in a secondary dial tone. The inmate must hang up before dialing a new number.
- g) After an inmate's telephone call is accepted and connected, the solution shall be capable of detecting and preventing any and all attempts by a called-party to establish a three-way connection. Should a three-way attempt be detected, the system shall have the capability to disconnect or flag the call record.
- h) Proposed solution shall be capable of detecting and preventing access to blocked numbers, payphones, and pagers.
- i) Proposed solution shall support a programmable maximum allowed call duration (example: 15 min.) with a time-remaining warning message heard by both parties prior to call termination. The maximum allowed call length shall be programmable facility-wide, by inmate telephone, destination number, and housing unit. When PINs are required, maximum call durations must be assignable to individual inmates. The proposed solution shall allow the call duration assigned to a particular telephone, facility area, or inmate to be different than, and to over-ride, the default maximum duration set facility-wide.
- j) Proposed solution shall prohibit 800/900/information/operator call options. Prefixes such as 411, 700, 800, 866, 888, 900, 911, 950, 976, and 555-1212 must be automatically blocked. Calls to the operator through 0, 00, 10xxx, 950xxx, etc. must not be allowed. Calls made to prepaid and pay-as-you-go cell phones or call access to any number upon request by the PADOE.

- k) Proposed solution shall allow inmates to place free calls to numbers specified by the PADOC. Free calls (such as PREA, Inmate Abuse Hotline and a (CSI) Confidential Source of Information Line) to specified numbers assignable facility-wide and manage to keep inmate identification anonymous. (Refer to Appendix M, #2)
- l) Offeror shall provide one inmate telephone or equivalent and any other associated equipment at the PADOC Headquarters and all PADOC-SCIs that will go through the inmate control system. This telephone will be used by a minimum of two (2) PADOC personnel at each location. The telephone will be located in an area designated by each location which in most cases will be near the control equipment. The telephone will be used for testing the inmate control system by making both collect and prepaid calls accessed by PIN numbers with a list of ten (10) telephone numbers each. Offeror must supply these test calls at no cost to the PADOC with an average of \$50.00 a month for each PADOC-SCI and Headquarter location. The majority of the test calls will be made using prepaid calling.
- m) Offeror shall provide Booking telephones at designated PADOC SCIs. No PIN shall be required to use and no cost shall be associated with the call. This telephone is used to allow inmates coming into the system for the first time to contact family and/or friends. (Reference Appendix O, Inmate Telephone Inventory).
- n) Proposed solution shall recognize when changes in call restrictions are made either system-wide or to restrictions assigned to inmate PINs, the solution shall immediately recognize the changes and implement them in real-time.
- o) Proposed solution shall allow Offeror provided System Administrator and authorized facility staff to restrict inmate calls to particular hours of the day and particular days of the week. Scheduled calling periods must be programmable facility-wide and by individual housing units, inmate telephone, destination telephone numbers, and when applicable to inmate PINs. Additional holiday settings shall be available to allow alternate scheduling of telephone usage for specific holidays.

12. Inmate Identification

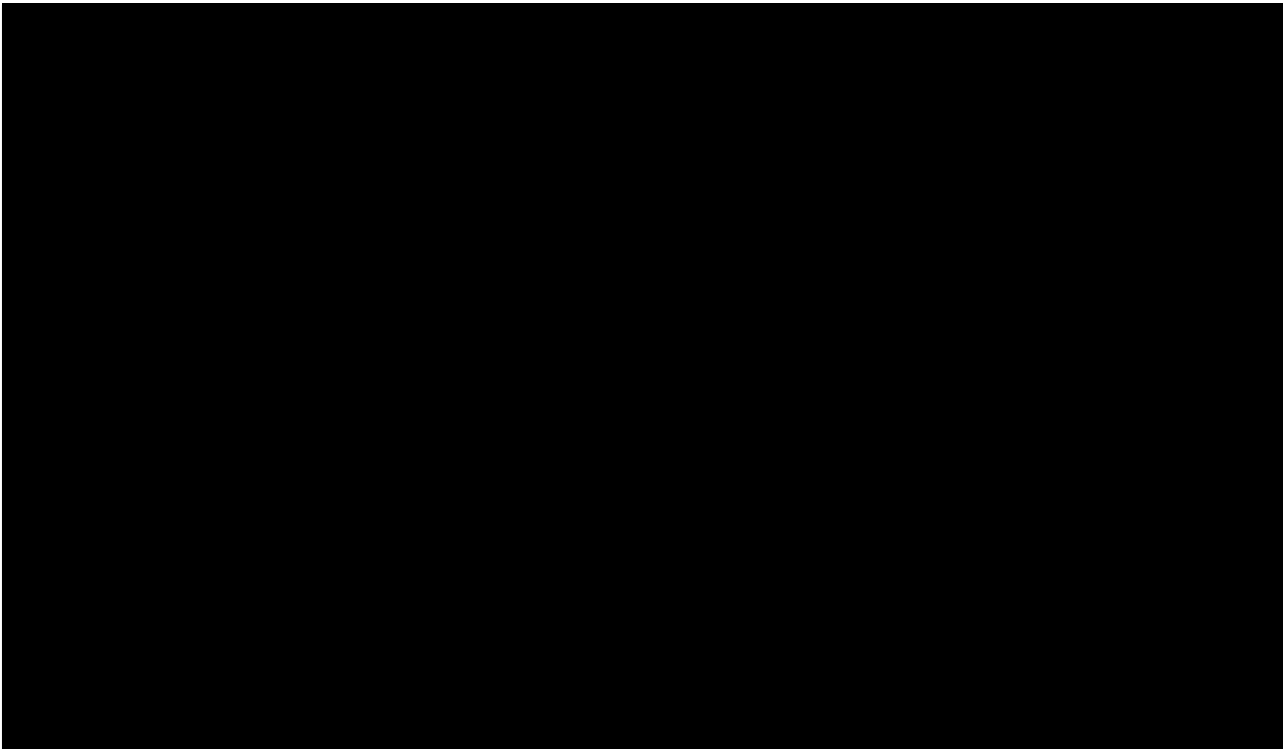
- a) Proposed solution shall have an integrated Personal Identification Number ("PIN") assignment and management function that allows inmate callers to be identified and allows custom restrictions to be assigned to individual inmates. The solution shall be capable of requiring the entry of a valid PIN at all or specifically designated inmate stations.
- b) Proposed solution shall be capable of assigning a unique PIN for each inmate. Each PIN must be 6 digits in length and be associated with PADOC Inmate Identification number which consist of two (2) Alpha Numeric and four (4) numeric (AA-1111). The Offeror shall be responsible for PIN administration.

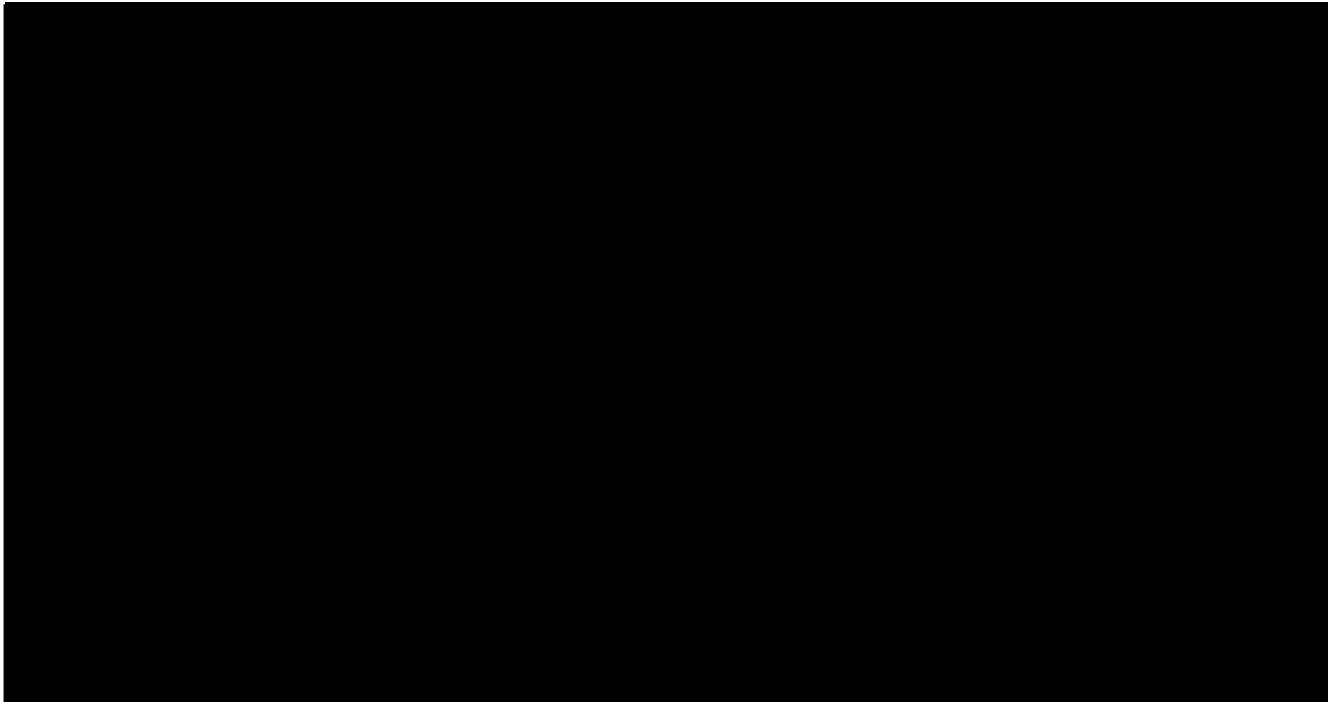
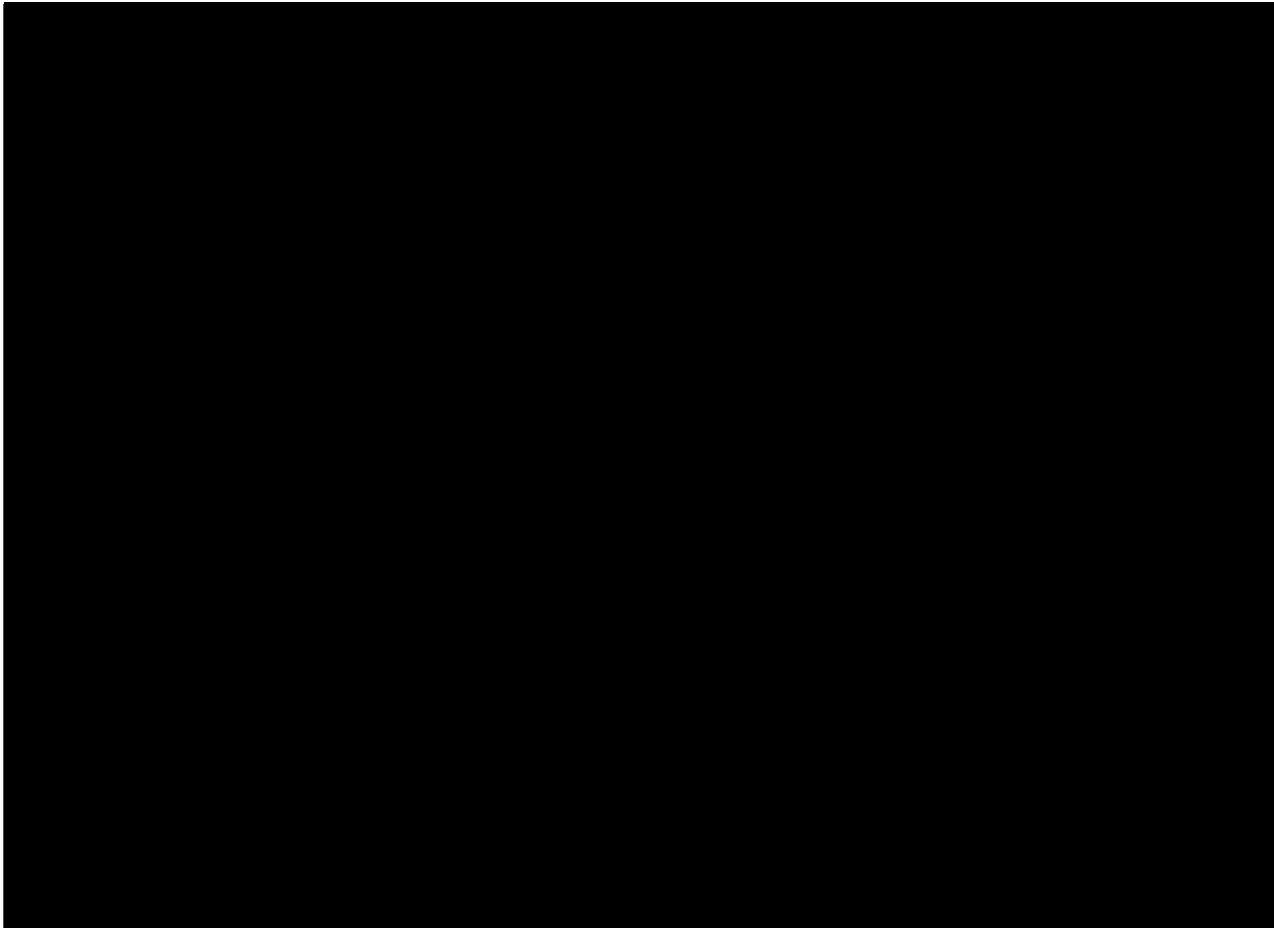
- c) Proposed solution shall allow Personal Identification Numbers (PIN) to be issued or changed within forty (40) normal working hours 8:00 am – 5:00 pm, Monday through Friday. (Refer to Appendix M, #2, PADOE Policy, ADM-818, Automated Inmate Telephone System (AITS)).
- d) Proposed solution shall have the ability to assign and limit the number of allowable telephone numbers per PIN. Individual PIN lists shall have up to 25 telephone numbers for outbound purposes, i.e., 20 inmate selected non-attorney numbers, three (3) for attorney numbers and two (2) common numbers for administrative purposes. Calls to attorney telephone numbers shall not be monitored or recorded. The Offeror is responsible for entering and removing telephone numbers from each inmate's personal list. However, the system must provide an option for authorized PADOE staff to enter and remove numbers from each inmate's personal list.
- e) Offeror is responsible for verification of attorney telephone numbers upon reception from PADOE. Describe the process for how attorney telephone numbers are verified to prove that they are indeed an attorney's telephone number.
- f) Proposed solution shall allow the calling privileges of individual inmates to be suspended indefinitely until such time as facility staff decides to reinstate the inmate's ability to make calls. The system shall also allow an inmate's access to telephone service to be suspended for a specified period of time, after which the system automatically reactivates the individual's access to telephone service. At the discretion of authorized staff, the inmate should be able to complete calls to his/her attorney or legal representative during the suspension period.
- g) Proposed solution shall allow each PIN number to be independently programmable to allow/limit call duration, call velocity (# of calls allowed within a specified time frame), free calls, and telephone usage periods.
- h) Proposed solution shall allow inmates to be moved to another SCI without having to re-enter information. Please describe your system's ability to transfer inmate account information from one facility to another.

13. System Access

- a) Proposed solution shall provide the PADOE, the necessary equipment and software (PC Workstation (CPU, Monitor, Mouse, keyboard) with a CD Burner, Printer, Speakers, Sound Card, Noise Canceling headset, software, etc.) for at least three (3) monitoring locations at each PADOE SCI, at least two (2) at PADOE Headquarters, Office of Special Investigations and Intelligence and any other locations as required by PADOE that will allow authorized personnel to monitor all inmate call activities on-line in real time. Offeror shall provide laptop computers to authorized PADOE staff as requested by the PADOE. All software shall be compatible with a minimum of a Windows XP/7/8 and shall operate with Internet Explorer Version 8.0 at a minimum.

- b) Proposed solution shall allow authorized PADOC staff to remotely access the inmate telephone system at any time using a vendor provided secure, password protected internet connection from a desktop, laptop, I-phone or other means.
- c) Proposed solution shall be password protected to prevent unauthorized access to administrative functions, call detail records, and call recordings. Assigned passwords shall be associated with a multilevel security system that dictates which features, functions, and data will be accessible to each user. The inmate telephone system shall monitor calls from both dedicated monitoring terminals and remotely via secure, password protected internet access.
- d) Proposed solution shall maintain a system log that identifies each user that accesses the system, the dates and times they access the system and all activities they performed while logged into the system. It must also note who makes changes to, or creates new notes on inmate telephone recording logs. The log must identify the date and time of the change, the user making the change, and the specific station or PIN changed, and describe the type of change made.
- e) Proposed solution's workstation interface shall be user friendly Web-based Window's program that allows any authorized user at the facility, or at an authorized remote computer, too quickly and efficiently access the system and perform any or all of the investigative functions permitted by the individual's security level. PADOC requires a system that requires only a single log-in by users who must perform multiple tasks.







17. Call Detail Records and Reports

- a) Proposed solution shall create and save a detailed record for every call or call attempt, whether the call is accepted or rejected, and the fate of the call shall be noted in the call record. At a minimum the record for each call must contain information that identifies the location and ID of the inmate telephone used, the destination number called, the date and time of the call, the duration and cost of the call, type of call (local, IntraLata, etc.), inmate PIN and PADOc inmate number.
- b) All call detail records shall be stored on-line and available for retrieval by authorized users at the system workstation or remotely using a vendor provided secure, password protected internet connection for the entire duration of the contract. A duplicate copy of each call detail record shall be automatically transmitted to a secure secondary storage location provided by the Offeror. All call detail records shall be transferred to the PADOc at the termination of the contract. The electronic media required to read the data may not be proprietary.
- c) Call records for any specified time period (during the course of the contract) shall be available to authorized staff and investigators through the system's user interface program. Call detail records shall be displayable on-screen in a pre-configured call detail report that is ready for printing.
- d) Printable call detail reports using either the PADOc inmate number or inmate PIN shall be pre-configured to display the name of the facility and at a minimum the following fields of information for each record in the report: Inmate Telephone Station; Location of the inmate telephone; Inmate PIN; Date and Time; Length (duration of the call); Cost; a field that indicates whether or not the call was accepted; and a field that will provide the reason a call was not completed. Provide an example of your call detail report.
- e) Each call detail report shall display the total number of records in the report, total revenue, total minutes for all calls in the report, and method of payment. The solution shall support the customization of call detail reports, for example to display alternate fields of information. The Offeror shall agree to develop additional reports as requested by the PADOc.

- f) Proposed solution shall allow the records in a call detail report to be sorted on-screen in ascending or descending order by the inmate station ID, destination number, PIN, PADOc Inmate Number, date, time, length, cost, acceptance or rejection notations, how the call was terminated, and reasons for incomplete calls.
- g) Proposed solution shall allow the user to search for call records for review and/or reporting based on one or more specified criteria. For example: all calls placed to a specific destination number; all calls placed using a specific inmate PIN, etc.
- h) Proposed solution shall allow the call record for any call during which a disallowed call attempt was detected to be flagged in the on-screen call detail report for quick visual identification.
- i) Proposed solution shall allow investigators to attach case-notes to call records and to use the existence of a case-note as a search criterion for the selection of call records to be reviewed. Investigators shall be able to use text entries in case-notes (such as a case number or gang affiliation) as the search criterion for call records.
- j) Proposed solution shall be able to allow authorized staff and investigators to access inmate names. Inmate names shall be accessible directly from (on-screen) printable call detail reports.
- k) Proposed solution shall allow investigators to access and replay the recorded conversation associated with a selected call record. Recordings shall be accessible for replay directly from (on-screen) printable call detail reports that would remain available for printing after the replay of one or more selected recordings.
- l) Proposed solution shall have the capability to allow authorized staff to access restrictions assigned to PINs directly from (on-screen) printable call detail reports.
- m) Proposed solution shall have the capability to automatically search any previously recorded media. The date/time desired shall be displayed. The unit shall be able to search at a high speed to a specific point in time/date and stop with no overshoot and begin playing.

18. Maintenance and Support Requirements

- a) Offeror shall be solely responsible for the provision, maintenance and support of all equipment and services associated with the proposed solution.
- b) Offeror shall provide a System Administrator (SA) at each SCI. The system administrator shall be fully trained and equipped to perform all functions related to the normal day-to-day operation and maintenance of the inmate telephone system including, but not limited to, the following: training of PADOc staff, line testing, equipment testing, database information collection, data screening, data input, standard and custom report generation, PIN administration, etc. The Offeror shall submit its system administrator job description with the proposal.

A system administrator is an employee of the Offeror with an assignment to work with designated PADOE staff to keep the inmate telephone system running at maximum efficiency, meet the telephone needs of the inmate population and eliminate operational problems and/or security hazards as quickly as possible after they are identified. System administrator(s) shall be assigned based on the time required to perform the job functions discussed above. The Offeror shall state what provision shall be made for illness, vacation, etc.

All system administrators shall be subject to background/criminal records checks prior to gaining access to any PADOE SCI (**Refer to Appendix M, #3, Centralized Clearances**). They shall also agree to, and abide by, all PADOE and institution policies and applicable rules. The Offeror shall describe the procedure for selecting the system administrator(s).

- c) Offeror shall provide an established technical service center dedicated to the support of the inmate telephone system; staffed by qualified technicians who are able to address system problems 24 hours a day, 365 days a year. Technicians would also be responsible for all requests regarding system access changes (i.e. new users, password reset, delete users, etc.).

PADOE staff shall be able to contact the Offeror's technical service center via a toll free number that is answered by a live operator 24 hours a day, 365 days a year.

- d) All software provided by the Offeror shall be licensed and software support shall be offered by the software manufacturer throughout the term of the contract (i.e. the software has not yet reached its "end of life" and will not reach its "end of life" during the contract term). If software reaches "end of life" before contract end, Offeror shall upgrade software and provide necessary training.
- e) To help ensure reliable, problem free performance of the system, the Offeror shall be able to access and shall regularly monitor the system's critical functions.
- f) Offeror network shall meet or exceed all industry standards. On line performance requirements are at 99.999%. The Offeror shall address their maintenance/repair objectives or measurement standards in the responses to this RFP. Offeror's shall provide their expected mean-time-to-respond and mean-time-to-repair equipment and software issues and shall be held to these standards.
- g) Offeror staff shall be able to diagnose and resolve certain system software problems via remote access, without the need for an on-site visit.
- h) Upon contract award, the selected Offeror shall provide the name and credentials of one qualified service technician or field manager who will be responsible for ensuring that all inquiries or service issues related to the inmate telephone system at any PADOE location are addressed satisfactorily and in a timely fashion. This individual will have the authority, resources, and responsibility to address technical issues via

remote access of the system, dispatch a service representative to the site if required, escalate any issue that cannot be resolved within the expected time frame, and keep PADOC informed at regular intervals until issues are resolved.

- i) Offeror shall provide one or more local technicians to handle on-site maintenance, repair, or replacement of inmate telephones and other Offeror-provided equipment at each PADOC SCI. The local technician(s) must be trained, certified, and available for dispatch to the SCI any time a system problem cannot be diagnosed and/or corrected remotely by the Offeror's Technical Service and Support Center. Should it become necessary, the Offeror shall be willing and able to dispatch additional technicians to PADOC locations from the Technical Service and Support Center.
- j) Offeror shall submit a listing showing information on the locations from which maintenance personnel shall be dispatched to service the proposed solution. This information shall include, but not be limited to, the Offeror's utilization of these locations to insure that all requirements of this RFP are met. The Offeror shall explain, in detail, how it shall accomplish this. The Offeror shall submit a detailed plan explaining the geographic locations of the centers, the system and procedures for the integration of maintenance at these centers, the types of parts and equipment being maintained at these centers, and the ease with which the using agency can request maintenance service. **Appendix J, Maintenance Center Information** provides the content and format required.
- k) When an Offeror's employee is required to enter a PADOC SCI, the employee must be able to abide by and meet any access criteria established by the PADOC at the time of access, and such criteria includes employee background checks (**Refer to Appendix M, #3, Centralized Clearances**). Offeror staff shall give PADOC staff a one (1) day lead-time notice to enter an institution. It shall be Offeror's responsibility to keep Offeror staff apprised of PADOC access requirements to PADOC facilities.
- l) The Offeror shall provide technicians with necessary equipment and parts needed to make timely repairs to system equipment (i.e. inmate telephones, routers, handsets, cords, etc.).
- m) Offeror shall provide definitions for problem types with expected response and resolution times. PADOC requires a response time for critical system repairs be within three (3) hours and response time for single non-working telephone in an area with multiple telephones not to exceed 72 hours. (**Refer to Appendix V, Minor and Major Emergency – Response and Resolution**)
- n) Offeror shall provide procedures for escalating service issues that are not resolved within expected time frames. Upon contract award, the selected Offeror is required to provide names, titles, and contact numbers for all individuals in the escalation hierarchy.

- o) Offeror shall provide an established service center dedicated to the support of families and friends who receive calls from inmates at PADOV SCIs; staffed by qualified service representatives who are able to address billing issues, numbers blocked due to lack of payment, and establish prepay accounts upon customer request. Offeror's technical support staff shall speak fluent English and shall not have an accent that is difficult for the average person to comprehend.

The customer service center shall have access to, or a copy of, the call detail record for every completed call. Parties receiving inmate calls through the Offeror's solution shall be able to contact the Offeror's billing and customer support center via a toll free number that is answered by service representatives for a minimum of 10 hours a day, seven days a week.

- p) Offeror shall be responsible for preventive maintenance as may be required by the equipment manufacturer and as necessary to maintain the mean-time-to-fail criteria.
- q) Offeror shall develop a log for inmate station inspections, and for maintenance work performed on all stations, processors, system control devices and the monitoring and recording equipment. The log is to be submitted to the PADOV Contract Administrator monthly or to be included in the weekly Maintenance Trouble Ticket Report (Refer to Appendix Q). A sample log must be submitted with the proposal.

19. Training

- a) Offeror shall provide sufficient training to adequately orient selected PADOV staff and any other individuals required by the PADOV on the proper use of proposed solution telephone system identified in the RFP.

All training shall be accomplished at a mutually agreeable location in each of the three (3) PADOV Regions, which are located in Eastern, Western and Central areas in Pennsylvania. Approximately forty-five (45) PADOV staff would attend the training at each of the three (3) Regions. Training for a second group, consisting of approximately fifteen (15) PADOV staff assigned to the Office of Special Investigation and Intelligence, shall be conducted at the PADOV Headquarters.

- b) Offeror shall provide on-going training throughout the contract term for PADOV staff and any individuals as required by the PADOV on the operational use of the inmate telephone system and all associated equipment and services, specifically training in the use of the monitoring and reporting functionality.
- c) Offeror shall provide all materials and equipment necessary to perform the training and shall utilize actual equipment utilized under the resulting contract. PADOV approved training curriculum and/or user manuals shall be made available for PADOV staff participating in each training session. Additional training manuals shall be provided upon request by the PADOV Contract Administrator or designee.

- d) The Offeror shall provide at least one printed and electronic (PDF format) user manual to PADOCC Office of Special Investigation and Intelligence, each SCI, the PADOCC Contract Administrator or designee and any other location required by the PADOCC.
- e) Offeror shall include a description of, and the number of follow up training sessions, which shall be given.
- f) Offeror shall provide training at each PADOCC SCI for the on-site PADOCC project coordinator and his/her support staff of approximately ten (10) individuals. Training shall be scheduled to coincide with all work shifts. As a minimum, training shall consist of the operational functions of the systems, software and programming and any other information the Offeror deems important which shall assist in a better understanding and operation of the proposed solution.
- g) Offeror shall provide postings, in English and Spanish, as needed in each housing unit explaining the use of the inmate telephone system.
- h) Offeror shall be responsible for scheduling End User Forum Meetings to be held every six months to once yearly depending on the PADOCC's needs. The forums are to be held at the PADOCC Training Academy in Elizabethtown, Pennsylvania or at the PADOCC Headquarters. The end user forums are presentations to PADOCC Security Officers who are located throughout the PADOCC-SCIs. The Offeror shall provide the forum agenda, lecturer staff, training materials, demonstration, presentation, etc.

20. Administrative and Investigative Reports

- a) Proposed solution shall have the capability for PADOCC staff to generate "canned" reports on all information contained in the inmate telephone system database, including recorded telephone conversations. Reports shall be accessible via a dedicated workstation or remotely through a secure internet connection provided by the Offeror. **(Refer to Appendix K, Administrative and Investigative Reports)**

To ensure that reports are accurate and timely, the database shall be updated in real time so that all report data is current when viewed and/or downloaded by authorized PADOCC staff. The database shall be capable of maintaining a record of all reports that are downloaded, with the date and time of the download, and the name of the individual who performed the download. All reports shall have the capability of being queried, sorted or filtered by any field contained in the report or by data parameters, as applicable, and reports shall be readable on screen, printable and shall be downloadable into an excel format. Reports shall also be viewable via a user-friendly interface. Report formats shall be subject to final approval by the Contract Administrator or designee.

21. Implementation Plan

- a) Offeror installation and cut-over procedures must be designed to avoid prolonged disruption of telephone service to inmates and to minimize disruption of normal institution activities. Offeror's final implementation plan must be approved by PADOC prior to the commencement of equipment installation. Offeror must include a preliminary implementation plan that addresses at least the following topics in any order that clearly explains the implementation process from start to finish.
- An introductory overview of the implementation process.
 - The degree of involvement required of PADOC SCI staff.
 - A list the key project personnel who will be responsible for accomplishing the implementation. For each person on the list, include the individual's project responsibility and a brief summary of the individual's qualifications to perform that function. Resumes of key project personnel must be included with the proposal as a separate attachment or exhibit.
 - Details of implementation procedures to include a site survey, ordering, configuration, and testing of system equipment, inmate telephones, and services prior to cut over.
 - Procedures for transition of service/equipment from the existing inmate telephone service to the new inmate telephone service.
 - Times when telephones instruments will be operational identifying possible "down time".
 - Service coordination requirements between the Offeror and Local Exchange Companies (LEC's) as applicable, regarding the inmate telephone service.
 - Any software programming and preparation for installation of the inmate telephone system and equipment, as required.
 - Methods of equipment grounding and lightening protection.
 - Testing and acceptance procedures following cut over.
 - A detailed implementation time-line (e.g. Gantt or other chart).
 - Training of facility personnel.
- b) Offeror is responsible for cleaning up and removing any debris resulting from its work. Upon completion of the installation, the premises shall be clean and ready for immediate use.
- c) Proposed solution shall be fully installed and operational within one hundred and twenty days (120) days after the notice to proceed. If this schedule cannot be met, Offeror must state the number of days required to install the equipment after notification. Failure to state an alternate time frame in the proposal will obligate the Offeror to complete installation within PADOC's stated time frame. Extended installation times may be considered if in the best interest of the PADOC.

22. Transition

- a) Selected Offeror shall work with current vendor to transfer existing information contained in the current system(s) database, including recorded calls, reports, inmate profiles and call-blocking information to the proposed solution without loss of information during conversion. The Offeror is responsible for the generation and creation of the new system database(s) to provide a fully operational inmate control system.
- b) During the transition period, the selected Offeror shall operate its telephones in parallel with the existing telephones which the current Provider will not have yet removed. The objective of the "parallel operation" is to allow inmate telephones to remain operational during normal operational hours to the greatest extent possible during the transition period. The selected Offeror shall be required to work closely with the PADOc to ensure the transfer of responsibility for inmate telephone service at each institution is carried out as smoothly as possible. In addition, the PADOc will work cooperatively with the selected Offeror to create and maintain an information flow in accordance with other provisions of the awarded Contract and the parties shall utilize best efforts to resolve all issues that may or could occur from such parallel operation, including, but not limited to data sharing and an agreement on a conversion schedule.

23. Demonstration

- a) Qualified Offeror's, whose proposals are determined by the PADOc, in its sole discretion, to be reasonably susceptible of being selected for award, will be required to demonstrate the functional capabilities of the proposed solution prior to final award. The proposed equipment and software must be in production, installed and in use by one (1) or more customers of the Offeror. The PADOc will not be responsible for any cost incurred by an Offeror for such a demonstration. A minimum of six (6) and not more than seven (7) PADOc representatives will be a part of the team reviewing the demonstration. The Offeror shall be responsible for reimbursing the PADOc for the travel expenses of the representatives of the PADOc to attend the demonstration. **(Refer to APPENDIX M, #8, Commonwealth Policy-Management Directive 230.10 Amended November 1, 2011, Travel and Subsistence Allowances)**

The demonstration of the proposed solution as proposed in the RFP shall be conducted at an Offeror customer location. No demonstration that is required by this RFP may take place at a PADOc institution. After the demonstration, PADOc personnel will process travel documents through the Comptroller's Office which reviews the document and supporting documentation. The Comptroller's Office will issue a document to each Offeror stating the dollar amount that it must reimburse to the PADOc. No Offeror may subsidize charges, nor may it provide gifts, gratuities, upgrades, free meals, free rooms, free transportation, etc.

- b) The name and location of the institution proposed as the site for the demonstration shall be included in the response to this paragraph in the proposal.
- c) The date and times of the demonstration will be coordinated by the PADO. The PADO retains the right to reject a demonstration site and date proposed by the Offeror and to require an alternative(s) from the Offeror.
- d) The solution to be demonstrated must be operational, in production, and in operation at the site.

24. Security

- a) The selected Offeror shall comply with all PADO security guidelines and institutional and facility security policies. Violations of these rules could result in termination of the resulting Contract. Prior to beginning work at an institution, the selected Offeror shall contact each SCI to obtain a copy of any specific additional institutional or facility rules. The selected Offeror or designee is responsible for, but not limited to, the following provisions.
 - No personal or commercial vehicles are allowed into the facility without prior approval of the Shift Commander.
 - All vehicles bringing tools into the facility shall be returned outside the perimeter once the tool delivery is made.
 - Vehicles and toolboxes must remain locked at all times.
 - No unattended vehicles shall be left unlocked or with the engine running at any time.
 - Any vehicle that is permitted to be left inside the perimeter overnight must be disabled from being operated and locked when possible, and must be placed in an area separate from the inmate population.
 - All vehicles entering the facility must have locking gas caps.
 - A **Contractor Tool Accountability Form (Refer to Appendix G)** shall be completed daily and submitted to the Corrections Officer at the point of entrance to the institution.
 - Lockable "gang" toolboxes are permitted inside the perimeter. These boxes must be locked at all times when not being used for tool removal or return and must be kept in a "fenced in" or other area which ensures no inmate access.
 - All workers and material suppliers must provide at least one form of photo identification.
 - A **Centralized Clearance Check (Refer to Appendix M, #3, Centralized Clearances)** is completed by ALL Offeror employees and subcontractors.
 - Work hours are 8:00 a.m. to 4:30 p.m., Monday through Friday, alternate work schedules require pre-approval by the Facility Manager/designee.
 - No glass bottles or metal items such as silverware/knives are to be brought into the facility.

- b) Upon contract award, and at least **thirty (30)** calendar days prior to beginning work, the selected Offeror shall submit a completed Centralized Clearance Check Information Request for **ALL** employees and subcontractors who will be working on this project to the PADOCC Contract Administrator. (**Refer to Appendix M, #3, Centralized Clearances**).

Note: No personnel entering the correctional facilities may be ex-felons.

25. Confidentiality

- a) 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 PADOCC prior notice to any required disclosure.
- b) 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.
- c) 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.
- d) In the event of unauthorized use or disclosure of the inmate's information, the selected Offeror shall immediately notify PADOCC.

26. Other Administrative Services

- a) Offeror shall ensure that qualified personnel are available, in a timely manner, to provide expert testimony regarding monitoring equipment, system specifications and accuracy and reliability of the system's recorded telephone data. The successful Offeror shall immediately notify the Contract Administrator or designee upon receipt of Departmental-related subpoenas.
- b) Offeror shall describe the procedures for providing tamper-proof and chain of evidence when recordings are required for court.
- c) Offeror shall provide, when required, inmate notices/letters/videos in English and Spanish when new enhancements are added and/or when other languages are required in the future.
- d) Offeror shall provide an informational website for public access.

27. 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 Offeror anticipates such a crisis will impact its operations.
2. Describe Offeror's emergency response continuity of operations plan. Attach a copy of the plan, or at a minimum, summarize how the plan addresses the following aspects of pandemic preparedness:
 - a) Employee training (describe Offeror's training plan, and how frequently it will be shared with employees)
 - b) Identified essential business functions and key employees (within Offeror) necessary to carry them out
 - c) Contingency plans for:
 - i.) How Offeror will handle staffing issues when a portion of key employees are incapacitated due to illness.
 - ii.) How Offeror employees will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
 - d) How Offeror will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
 - e) How and when Offeror's emergency plan will be tested, and if the plan will be tested by a third-party.

IV-4. Tasks and Deliverables.

1. Inmate telephone services as described in this RFP.
2. Telephone calling system to provide inmates service to call family and friends.
3. Telephone system and database for monitoring and recording inmate telephone conversations to ascertain illegal activity.
4. All telephones and associated equipment as set forth in Part IV-4, Work Statement.

5. Reporting requirements as set forth in Part IV-4, Work Statement, IV-3, Requirements and Part IV-5, Reports and Project Control.
6. Maintenance requirements as set forth in Part IV-4, Work Statement, IV-3, Requirements.
7. Training requirements as set forth in Part IV-4, Work Statement, IV-3, Requirements.
8. Compliance with contract terms and conditions.

IV-5. Reports and Project Control.

A. Offeror shall create and maintain the following plans and reports/logs (in electronic format) throughout the life of the project. The PADOc reserves the right to change the reporting requirements and project controls during contract negotiations and/or contract implementation. The PADOc will provide the Offeror notification of a change in reporting requirements in a timely fashion.

1. **Project Plan.** 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 and 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.

2. **Communications Management Plan.** 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, agenda, minutes), who will communicate and who will receive the information and the methods to convey the information (hard copy, electronic). The plan should specifically include monthly (or as determined by PADOc) face to face project status meetings with PADOc project staff.

- a) **Weekly Conference Calls and Reporting.** The Offeror project manager shall be responsible to schedule weekly conference calls, throughout the life of the contract, to include a teleconference bridge for all parties' access. The bridge may be a non-toll free telephone number. Prior to the weekly conference calls, the project manager or staff shall be responsible for sending an electronically emailed report to the PADOc Contract Administrator or designee with actions/issues of current issues to discuss (**Refer to Appendix Q, Weekly Trouble Ticket Report**) and include closed issues on same report.
- b) **Quarterly Management Meetings.** A quarterly executive staff meeting shall be scheduled and held at the PADOc Central Office. The Offeror's project manager shall provide the agenda prior to the meeting and have staff and subcontractor(s) at the meeting when appropriate for the current discussions.

3. Project Status Report. 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 PADO.

4. Project Issue Management Plan - 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.

5. Project Issue Tracking Log/Report - 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.

6. Risk Management Plan - Offeror shall provide a plan that outlines the process for reporting, assessing, mitigating and monitoring project risks. Include roles and responsibilities of all parties.

7. Risk Register - 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

8. Change Management Plan - 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.

9. Change Request Log/Report - Offeror shall maintain a tracking mechanism that follows change order activity from request through acceptance/rejection for the life of the project implementation.

B. Problem Identification Report. An "as required" report, identifying problem areas. The report should describe the problem and its impact on the overall project and on each affected task. It should list possible courses of action with advantages and disadvantages of each, and include Offeror recommendations with supporting rationale.

C. Final Report.

1. Transition: Contractor shall work with new vendor to transfer existing information contained in the current system(s) database, including recorded calls, reports, inmate profiles and call-blocking information to the proposed solution without loss of information during conversion.

2. Records Transfer:

- **Call Detail Records** - All call detail records shall be transferred to the PADOc at the termination of the contract. The electronic media required to read the data may not be proprietary.
- **Call Accounting Records** - All call accounting records shall be transferred to the PADOc at the termination of the contract. The electronic media required to read the data may not be proprietary.

3. Issue Resolution: Contractor shall designate a manager to coordinate resolution of all open issues.

IV-6. 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.

**APPENDIX A
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.

(I) 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 Date

Signature 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
COST PROPOSAL**

Offeror's must submit an itemized cost proposal as identified below. PADOc will evaluate the proposed costs and apply the evaluation formula to determine the relative score for each offer. Proposals must include sufficient, detailed information to support the offered costs.

It is the intention of PADOc that all intrastate and interstate calls (collect, prepay, or prepaid/debit) have one flat fee rate. This includes all local, IntraLATA, and InterLATA calls. With all call rates remaining consistent during any time of day or day of the week. These rates are subject to any Federal and State regulations or Legislative action. Interstate and International call rates are to be provided separately.

PADOc understands that the rates shown below are exclusive of Federal, State, Local Taxes, Tariff's and Regulatory Fees. It is understood that these taxes/fees will be charged as a pass-through from the taxing/regulating agency to the called party and that no commission will be paid on these items.

- A. **Connect Fee/Surcharge** \$ _____
- B. **Rate per minute** \$ _____
- C. ***TOTAL COST OF 15 MINUTE TELEPHONE CALL** \$ _____
- D. **International Call (15 Minutes)** \$ _____

* The lowest 15 Minute Telephone Call cost receives 60% of the maximum cost points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest.

COMMISSION

Offeror's must submit an itemized commission proposal. Proposals must include sufficient, detailed information to support the commission percentage and how this percentage will benefit the inmate welfare fund.

- E. **Commission percentage** _____ %

The highest Commission percentage receives 40% of the maximum cost points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest.

**APPENDIX D - PROPOSAL COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
PA DEPARTMENT OF CORRECTIONS
RFP# Inmate Telephone Services 2013-90**

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"/>	Small Diverse Business Participation 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 EXPERIENCE 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. 3 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> <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

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	

APPENDIX G

Contractor Tool Inventory

A copy of this form is to be maintained at the Sally Port/Gate, after approval.

Contractor's Name: _____

Date: _____

D.G.S. Project Number: _____

TOOL LIST INCLUDING SMALL EQUIPMENT	LOCATION WHERE TOOLS ARE SECURED WHEN NOT IN USE
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

CONTRACTOR'S Authorized Representative:

NAME PRINTED

SIGNATURE

<input type="checkbox"/> APPROVED	<input type="checkbox"/> DISAPPROVED	Date: _____	_____
<input type="checkbox"/> APPROVED	<input type="checkbox"/> DISAPPROVED	Date: _____	_____

Corrections Facility Maintenance Manager

DSFM/DSIS

Comments:

Distribution (After Approval/disapproval)

Facility Manager

Deputy Superintendent for Facilities Management

Deputy Superintendent for Internal Security, if applicable

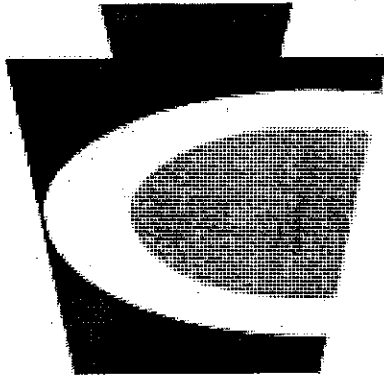
Major-of-the-Guard

Intelligence Captain

Facility Maintenance Manager

Facility Safety Manager

Tool Control Officer



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 PA Department of Corrections (PADOC). The Service Level Agreements shall be utilized by the Offeror to report agreed, measurable criteria for services that they commit to provide to the PADOC. The Offeror will measure, collect, record and provide its service performance results to PADOC 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 PADOC 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 PADOC 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 PADOC 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 PADOC
- 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 PADOE ROLES & RESPONSIBILITIES

PADOE 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 INFRASTRUCTURE AND SERVICES	
Service Level Category	Telephone Availability
Service Level Objective	To ensure that all telephones used to make outgoing calls are available for use by PADOC inmates.
Service Level Definition	Inmate telephone availability includes, any telephone used by inmates to make outgoing calls, is in working condition (housing, handset, keypad, handset cord, etc.), has dial tone and is operational to perform their assigned function. Offeror will ensure qualified technical staff is available 24 hours a day, 7 days a week, 365 days a year. Offeror staff will work with PADOC staff to resolve unexpected issues which impede the ability of inmates to make outgoing telephone calls to family and friends.
Service Measurement	Availability
Metric Description	The percent of availability of inmate telephones. 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 PADOC. Those required operational hours are 06:00 AM to 23:00 PM daily, 365 days a year.
Metric Inclusions	Includes all inmate telephones and associated equipment (handsets, cords, etc.) performing or supporting the ability of inmates to make out going telephone calls. All outages not included below in the Metric Exclusion category shall be considered unplanned and reported as such and shall reduce the percent availability
Metric Exclusions	Preventive Maintenance: Any scheduled/preventive maintenance and/or testing of the inmate telephones. Planned Special Outages: Outages for environmental or system changes that may impact availability outside the maintenance period will be planned and announced in advance and agreed to by the PADOC. Special outages for applications and/or systems managed by the Offeror will be coordinated by them in advance with the PADOC.
Minimum Service Level Commitment	99.9% up time per day
Target (Expected) Service Level Commitment	99.99%
Calculation	



SLA #1: SYSTEM INFRASTRUCTURE AND SERVICES

Credit	<p>The PADOc shall receive a credit if the Offeror fails to meet the minimum service level commitments. That credit shall be payable to the PADOc 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.</p> <p>Availability.</p> <ol style="list-style-type: none">1. Working Inmate Telephone – If Offeror does not respond and repair a non-working inmate telephone within 72 hours - \$100.00 per occurrence per institution up to a maximum of \$1,000.00 per month (for all institutions).
Reporting Format/s	<p><u>Preferred Format:</u> Microsoft Excel. Report format to be mutually agreed to between Offeror and PADOc. Report should identify overall inmate telephone availability and the availability of inmate telephones broken down by each SCI.</p> <p><u>Report Elements:</u> To be proposed by the Offeror and approved by the PADOc. Information provided shall, at a minimum, include the actual uptime in minutes per inmate telephone, the % uptime per inmate telephone for each day and a total uptime and % uptime shown for all telephones 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 PADOc</p>
Measurement Window	Daily per inmate telephone during PADOc established operational hours (currently 06:00 AM – 23:00 PM daily).
Service Level Reporting Window	Statistics shall be provided each month with five (5) business days after the last day of the month.



SLA #2: MAINTENANCE SERVICES

Service Level Category	Maintenance Service
Service Level Objective	To ensure proper maintenance of inmate telephone system.
Service Level Definition	<ul style="list-style-type: none"> • Maintenance service shall be categorized as routine, minor emergency and major emergency. • The time to respond and complete maintenance repairs shall not exceed the Service Level • For purposes of this Service Level, maintenance service includes maintenance and support of all equipment and services associated with the proposed solution (inmate stations, processors, system control devices, software, etc.)
Service Measurement	Timeliness
Metric Description	Timeliness for performing maintenance services is defined as the time (business hours/days) required to respond, diagnose and make necessary repairs to keep the inmate telephone system functioning as designed.
Metric Inclusions	<ul style="list-style-type: none"> • Time required to complete routine service • Required response time to minor emergency and resolve • Required response time to major emergency and resolve
Metric Exclusions	Offeror was delay or unable to perform due to an act of god, freight embargoes, strikes, fire, or acts of government.
Minimum Service Level	<ul style="list-style-type: none"> • Routine Service – respond and repair single non-working inmate telephone shall be 72 hours after notification (Refer to Part IV, Work Statement, Maintenance). • Minor Emergency – Respond within eight (8) working hours and complete necessary repairs/replacement within twenty-four (24) working hours following notification (Refer to Appendix V). • Major Emergency – Respond within three (3) hours and repairs/replacement shall be started within the first contiguous twenty-four (24) hours following response to notification (Refer to Appendix V).
Target (Expected) Service Level	<ul style="list-style-type: none"> • Routine Service – 72 hours response and resolve • Minor Emergency – 8 working hours to respond – 24 working hours to resolve • Major Emergency – 3 hours response to respond – 24 hours to resolve
Calculation	Time Offeror is Notified, response and resolution.



SLA #2: MAINTENANCE SERVICES

Credit	<p>Routine Service – If Offeror fails to respond and resolve issue(s) within 72 hours of request for service from PADOC, Offeror agrees to pay PADOC \$100.00 as initial liquidated damages and \$25.00 for each and every calendar day of delay.</p> <p>Minor Emergency – If Offeror fails to respond by arriving at the PADOC site within eight (8) working hours, the Offeror agrees to pay PADOC \$500.00 as initial liquidated damages and \$100.00 for each and every hour of delay after the first eight (8) working hours. Offeror must exhibit a best efforts approach to completion of the repairs/replacement during the first twenty-four (24) working hours following response to the notification. If the Offeror fails to exhibit best efforts, as determined by the PADOC, to complete the repairs/replacement within twenty-four (24) working hours following initial response, the Offeror agrees to pay PADOC as liquidated damages the sum of \$1,000.00 for each and every calendar day of delay.</p> <p>Major Emergency – If Offeror fails to respond by arriving at the PADOC site within three (3) hours, the Offeror agrees to pay PADOC \$500.00 as initial liquidated damages and \$100.00 for each and every hour of delay after the first three (3) hours. Offeror must exhibit a best efforts approach to completion of the repairs/replacement during the first contiguous twenty-four (24) hours following response to the notification. If the Offeror fails to exhibit best efforts, as determined by the PADOC, to complete the repairs/replacement within twenty-four (24) hours following initial response, the Offeror agrees to pay PADOC as liquidated damages the sum of \$1,000.00 for each and every calendar day of delay.</p>
Reporting Format/s	<p>Preferred Format: Micro Soft Excel. Report format to be mutually agreed to between Offeror and PADOC.</p> <p>Report Elements: To be proposed by the Offeror and approved by the PADOC. Report shall include, at a minimum, the following elements (Refer to Appendix K, Route Cause Analysis Log); date, time, service area effective, facility name, service impact (time), root cause (problem), action items, and status, response date and time, resolution date and time, etc.</p>
Measurement Window	Monthly
Service Level Reporting Window	Statistics shall be provided each month five (5) business days after the end of the month or during weekly conference call.



SLA #3: COMMISSION AND CALL DETAIL REPORT (INVOICE DOCUMENTATION)

Service Level Category	Revenue and Commission Call Detail Report Submission
Service Level Objective	Receive timely Commission Payment and Call Detail Report.
Service Level Definition	Commission is received from total gross revenue received for all inmate calls (local, intralata, interlata, interstate and international). Offeror shall provide the Commission payment and Call Detail Report to the PADOE Contract Administrator and/or designee as specified in Part IV, Work Statement, Commission within thirty (30) days of the last day of the Offeror's regular billing cycle.
Service Measurement	Timeliness
Metric Description	Timeliness in receiving Commission payment and call detail report from Offeror.
Metric Inclusions	Timely receipt of Commission payment and call detail report
Metric Exclusions	None
Minimum Service Level	Receive Commission Payment and Call Detail Report within thirty (30) days of end of Offeror's regular billing cycle.
Target (Expected) Service Level	Receive Commission Payment and Call Detail Report within thirty (30) days of end of Offeror's regular billing cycle.
Credit	If Offeror fails to provide Commission payment and call detail report with thirty (30) days of the end of the Offeror's regular billing cycle, Offeror agrees to pay PADOE \$500.00 as initial liquidated damages and \$500.00 for each and every calendar day of delay.
Reporting Format/s	<u>Preferred Format:</u> Micro Soft Excel: Report format to be mutually agreed to between Offeror and PADOE. <u>Report Elements:</u> Reference Appendix U, Revenue and Commission Collect, Prepay and Prepaid Summary Report of this RFP for information to be included on the report.
Measurement Window	Monthly
Service Level Reporting Window	Payment and Report shall be received within thirty (30) days of the last day of the Offeror's regular billing cycle.

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)

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

APPENDIX J

Maintenance Center Information

- A. Maintenance office location: _____

- Telephone Number: _____
- B. Hours of Operation: _____
- C. Person in Charge: _____
- D. Number of Maintenance Personnel at this location: _____
- Number trained on maintenance of inmate stations: _____
- Number trained on inmate telephone control system: _____
- Number trained on monitoring and recoding equipment: _____
- E. Number of inmate stations maintained from this location: _____
- Number of inmate telephone control systems maintained: _____
- Number of monitoring and recording systems maintained from this location:

- F. Distance from maintenance center to the locations where Inmate Telephone System is to be maintained: _____ miles
- G. Employee's titles and experience: list all personnel by system who shall service the proposed systems:

* This form may be reproduced in as many copies as necessary to present the requested information.

APPENDIX L

Inmate Population as of July 23, 2013

<u>Institution</u>	<u>Population</u>
Albion	2295
Benner	1779
Cambridge Springs	958
Camp Hill	3751
Chester	1267
Coal Township	2265
Dallas	2121
Fayette	2041
Forest	2259
Frackville	1149
Graterford	4052
Greene	1775
Houtzdale	2554
Huntingdon	2134
Laurel Highlands	1536
Mahanoy	2492
Mercer	1479
Muncy	1460
Pine Grove	1217
Pittsburgh	1873
Quehanna	478
Retreat	1154
Rockview	2388
Smithfield	1374
Somerset	2321
Waymart	1542
Total	49714

APPENDIX M

Direct Access to Policies, Reports and Other Information

<http://www.cor.state.pa.us/portal/server.pt/community/department.of.corrections/4604>

1. **Monthly Population Report**
Select – Monthly Population Report on right side of page
2. **DOC Policy – ADM 818 – Automated Inmate Telephone System (AITS)**
Select – DOC Policies
Select - 818 Automated Inmate Telephone System.pdf
3. **DOC Policy – 01-01-04 - Centralized Clearances**
Select – DOC Policies
Select – 01.01.04 – Centralized Clearance.pdf
4. **Centralized Clearance Request Form** - Must be completed for any person, who is not an employee of the DOC, to allow access to any DOC facility.
Select - Centralized Clearances on left side of page.
Select – Centralized Clearance Information Request Form
5. **Pre-Paid Phone Account Refunds**
Select - DOC Policies
Select – 818 Automated Inmate Telephone System.pdf
Go to DC-ADM 818, Automated Inmate Telephone System (AITS) Procedures Manual Section 1 – General, G. Payment, #4, Pre-paid phone account refunds, A-E
6. **DOC Policy – ADM 801 - Inmate Discipline**
Select – DOC Policies
Select – 801 Inmate Discipline.pdf
7. **DOC Policy – ADM 802 – Administrative Custody Procedures**
Select – DOC Policies
Select – 802 Administrative Custody Procedures.pdf
8. **Commonwealth Policy-Management Directive 230.10 Amended November 1, 2011, Travel and Subsistence Allowances**
http://www.portal.state.pa.us/portal/server.pt?open=512&objID=711&PageID=228891&mode=2&contentid=http://pubcontent.state.pa.us/publishedcontent/publish/cop_general_government_operations/oa/oa_portal/omd/p_and_p/management_directives/management_administrative_support/items/md230_10.html
9. **Telecommunications Act of 1996** – www.fcc.gov/telecom.html

APPENDIX N

Total PrePaid Calls, Minutes & Revenue 2012

Total Collect Calls, Minutes and Revenue 2012

INSTITUTION	Calls	Minutes	Revenue	INSTITUTION	Calls	Minutes	Revenue
PA_DOC-SCI Albion	160033	2105684	\$430,345.52	PA_DOC-SCI Albion	69391	900553	\$267,747.73
PA_DOC-SCI Cambridge Springs	66346	758804	\$265,723.74	PA_DOC-SCI Cambridge Springs	37030	437111	\$192,423.31
PA_DOC-SCI Camp Hill	188502	2394904	\$583,259.60	PA_DOC-SCI Camp Hill	74103	924058	\$304,412.26
PA_DOC-SCI Chester	171657	2249314	\$347,045.98	PA_DOC-SCI Chester	58467	741959	\$151,864.91
PA_DOC-SCI Coal Township	183014	2373531	\$505,465.68	PA_DOC-SCI Coal Township	66881	847081	\$278,883.29
PA_DOC-SCI Cresson	109429	1434368	\$277,371.76	PA_DOC-SCI Cresson	31628	393763	\$143,575.40
PA_DOC-SCI Dallas	156768	2003712	\$463,177.52	PA_DOC-SCI Dallas	53200	658670	\$227,890.18
PA_DOC-SCI Fayette	190882	2539274	\$446,121.37	PA_DOC-SCI Fayette	51050	659698	\$207,046.19
PA_DOC-SCI Forest	121132	1532193	\$465,565.76	PA_DOC-SCI Forest	66544	855887	\$314,054.51
PA_DOC-SCI Frackville	94461	1222556	\$260,702.53	PA_DOC-SCI Frackville	28406	359332	\$112,884.85
PA_DOC-SCI Graterford	474707	6205802	\$863,505.01	PA_DOC-SCI Graterford	155721	1972205	\$345,206.50
PA_DOC-SCI Greene	104154	1332782	\$360,409.14	PA_DOC-SCI Greene	50502	607298	\$213,639.88
PA_DOC-SCI Greensburg	124169	1661060	\$274,482.43	PA_DOC-SCI Greensburg	38812	495002	\$128,449.39
PA_DOC-SCI Houtzdale	227979	3007609	\$593,050.43	PA_DOC-SCI Houtzdale	60918	771966	\$278,530.48
PA_DOC-SCI Huntingdon	152108	1986456	\$474,318.05	PA_DOC-SCI Huntingdon	52316	676967	\$235,316.15
PA_DOC-SCI Laurel Highlands	134875	1759149	\$394,858.79	PA_DOC-SCI Laurel Highlands	36092	455095	\$177,811.93
PA_DOC-SCI Mahanoy	179467	2257275	\$556,784.57	PA_DOC-SCI Mahanoy	54598	679492	\$257,431.38
PA_DOC-SCI Mercer	143842	1877192	\$418,421.56	PA_DOC-SCI Mercer	49052	628447	\$208,920.97
PA_DOC-SCI Muncy	70157	835216	\$275,564.44	PA_DOC-SCI Muncy	39808	484862	\$200,587.18
PA_DOC-SCI Pine Grove	66639	848858	\$233,384.37	PA_DOC-SCI Pine Grove	20843	266393	\$97,656.95
PA_DOC-SCI Pittsburgh	170156	2201425	\$389,405.71	PA_DOC-SCI Pittsburgh	72210	912195	\$213,886.52
PA_DOC-SCI Quehanna Bootcamp	30679	379208	\$129,465.26	PA_DOC-SCI Quehanna Bootcamp	12487	156416	\$63,784.47
PA_DOC-SCI Retreat	83109	1055719	\$268,978.18	PA_DOC-SCI Retreat	33201	421368	\$146,119.17
PA_DOC-SCI Rockview	165898	1154606	\$498,222.49	PA_DOC-SCI Rockview	69399	875247	\$294,523.00
PA_DOC-SCI Smithfield	79834	1025855	\$284,892.64	PA_DOC-SCI Smithfield	31599	399826	\$163,804.81
PA_DOC-SCI Somerset	206966	2725196	\$610,731.74	PA_DOC-SCI Somerset	48304	607508	\$225,813.42
PA_DOC-SCI Waymart	85751	1078227	\$302,930.32	PA_DOC-SCI Waymart	44076	559776	\$201,157.27
TOTALS	3942714	50005975	\$10,974,184.59	TOTALS	1406638	17748175	\$5,653,422.10

Prepaid

Average number of calls per month: 328560
 Average number of minutes per month: 4167165

2012 Call Type History % of Total Minutes

Local Calls: 50.1%
 IntraLata: 12.0%
 IntraState: 34.5%
 InterState: 3.1%
 International: .3%

Collect

Average number of calls per month: 117220
 Average number of minutes per month: 1479015

Inmate Call Time Availability

All Institutions - 6:00 am to 11 pm

Call Length Limits

15 minutes at all Institutions, however inmates are able to make calls whenever telephones are available.

APPENDIX O
DOC Inmate Telephone Inventory

<i>Institution</i>	<i>Active Inmate Phones</i>	<i>TTY Phones</i>	<i>Roll away phones</i>	<i>Booking Telephones</i>	<i>Comment</i>
Albion	69	4	1	1	
Benner	82	1	2	0	
Cambridge Springs	56	0	0	0	
Camp Hill	104	1	1	7	
Chester	82	0	2	0	
Coal Township	73	0	3	0	
Dallas	43	0	0	2	
Fayette	109	0	4	0	
Forest	109	0	3	0	
Frackville	34	0	2	0	
Graterford	120	1	12	0	
Greene	78	0	20	0	
Houtzdale	80	0	1	0	
Huntingdon	47	0	0	0	
Laurel Highlands	58	0	2	0	
Mahanoy	56	0	4	0	
Mercer	37	0	0	0	
Muncy	48	1	2	2	
Pine Grove	79	0	2	0	
Pittsburgh	131	0	0	5	
Quehanna Boot Camp	24	0	0	0	
Retreat	27	0	2	0	
Rockview	64	0	4	0	
Smithfield	51	0	0	0	
Somerset	67	0	4	0	
Waymart	52	0	3	2	
Totals	1780	8	74	19	

APPENDIX P

Act 181 of 2002

Official Advance Copy

SESSION OF 2002

No. 2002-181

Act 2002-181

1437

AN ACT

HB2424

Amending the act of July 6, 1995 (P.L.255, No.34), entitled "An act providing for dual party relay services and for telecommunication device distribution," further defining "persons with a disability" or "people with disabilities."

The General Assembly of the Commonwealth of Pennsylvania hereby enacts as follows:

Section 1. The definition of "persons with a disability" or "people with disabilities" in section 2 of the act of July 6, 1995 (P.L.255, No.34), known as the Dual Party Relay Service and Telecommunication Device Distribution Program Act, is amended to read:

Section 2. Definitions.

The following words and phrases when used in this act shall have the meanings given to them in this section unless the context clearly indicates otherwise:

"Persons with a disability" or "people with disabilities." A person certified [as being deaf, deaf-blind, hard-of-hearing, having a hearing " - 1 - or speech impaired] by a licensed physician, audiologist, speech pathologist or a qualified State using agency[.]:

(1) *As being deaf, deaf-blind, hard of hearing, having a hearing loss or being speech impaired.*

(2) *As having a disability and who requires technology to independently access telecommunications services.*

Section 2. This act shall take effect in 60 days.

APPROVED-The 9th day of December, A.D. 2002.

MARK S. SCHWEIKER

APPENDIX S

Department of Corrections (PADOC)

Inmate Telephone Cutover Schedule

The inmate control system technical requirements are listed in Appendix G of this RFP. These requirements are to be considered minimum and must be included in any proposal, regardless of what other services the Contractor includes in its proposal. All inmate telephone systems shall be installed using a procedure such that there shall be no interruption of inmate telephone service. The installation schedule below is alphabetical listed and will be used to evaluate the Offeror's cutover schedule. The order of the installations at the PADOC-SCI's will be determined by the PADOC after the award has been made. Each responding Offeror shall submit a detailed cutover schedule with its proposal, including time frames for the various stages of installation, including tests, acceptance by the Commonwealth including ending time of the project. The following timetable will be completed by the Contractor and is to start with the signing of the contract:

<u>Time of Installation</u>	<u>Test & Acceptance Date</u>	<u>State Correctional Institution (SCI)</u>
_____	_____	Albion
_____	_____	Benner
_____	_____	Cambridge Springs
_____	_____	Camp Hill*
_____	_____	Chester
_____	_____	Coal
_____	_____	Dallas
_____	_____	Fayette
_____	_____	Forest
_____	_____	Frackville
_____	_____	Graterford
_____	_____	Greene
_____	_____	Houtzdale
_____	_____	Huntingdon
_____	_____	Laurel Highlands
_____	_____	Mahanoy
_____	_____	Mercer

		Muncy
		Pine Grove
		Pittsburgh
		Quehanna Boot Camp
		Retreat
		Rockview
		Smithfield
		Somerset
		Waymart

*Office of Special Investigations and Intelligence (OSII)(Mechanicsburg, PA)

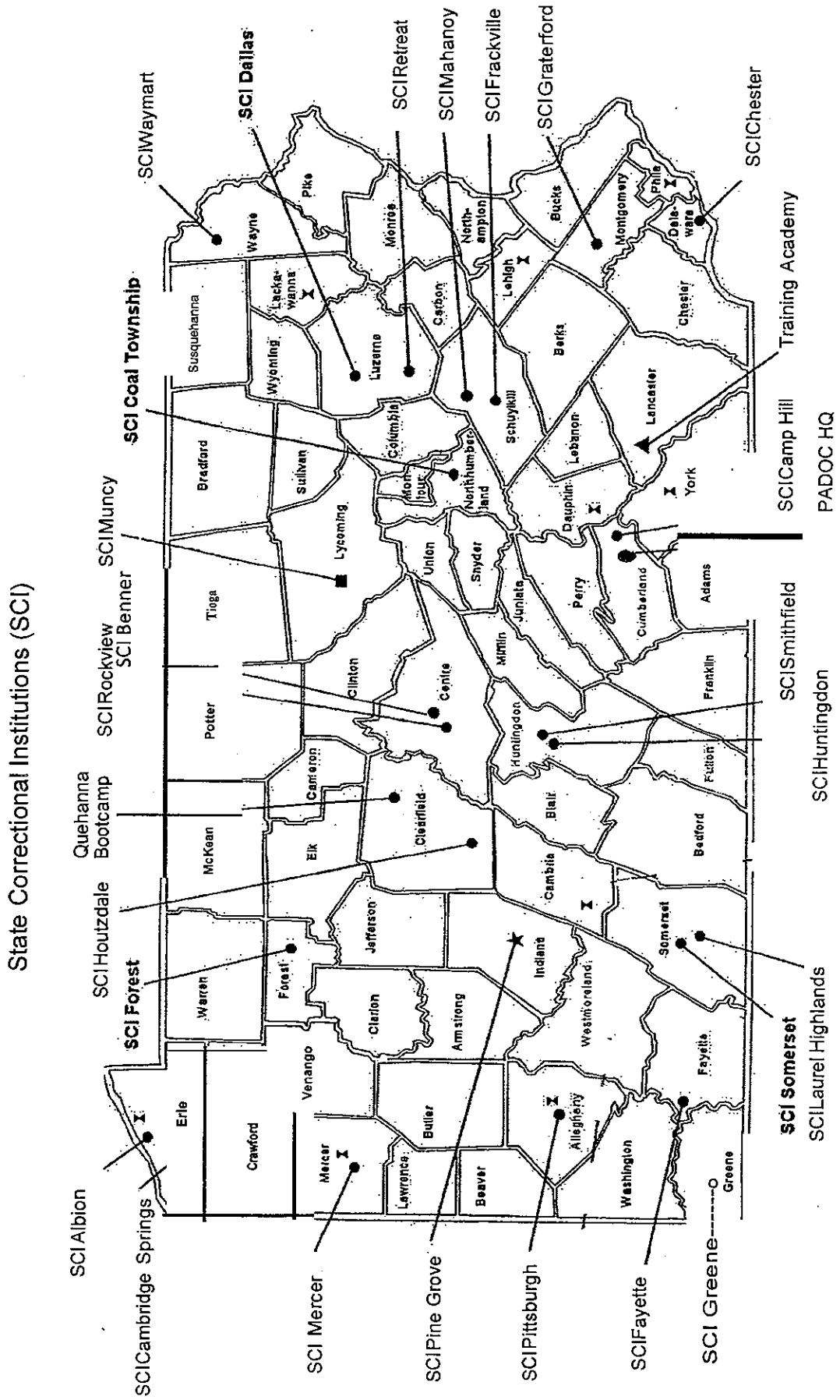
11/11/11 11:11:11 AM

APPENDIX T

State Map - SCI Locations and Addresses

Pennsylvania Department Of Corrections

State Correctional Institutions (SCI)



- SCI Albion
- SCI Cambridge Springs
- SCI Mercer
- SCI Pine Grove
- SCI Pittsburgh
- SCI Fayette
- SCI Greene
- SCI Houtzdale
- SCI Forest
- SCI Warren
- SCI Venango
- SCI Erie
- SCI Crawford
- SCI Mercer
- SCI Lawrence
- SCI Beaver
- SCI Allegheny
- SCI Washington
- SCI Fayette
- SCI Somerset
- SCI Laurel Highlands
- SCI Cambria
- SCI Blair
- SCI Huntingdon
- SCI Mifflin
- SCI Juniata
- SCI Snyder
- SCI Union
- SCI Lycoming
- SCI Sullivan
- SCI Bradford
- SCI Tioga
- SCI Potter
- SCI McKean
- SCI Elk
- SCI Cameron
- SCI Clearfield
- SCI Centre
- SCI Clinton
- SCI Adams
- SCI Franklin
- SCI Bedford
- SCI Fulton
- SCI York
- SCI Lancaster
- SCI Berks
- SCI Schuylkill
- SCI Lehigh
- SCI Northampton
- SCI Bucks
- SCI Chester
- SCI Delaware
- SCI Philadelphia
- SCI Montgomery
- SCI Waymart
- SCI Coal Township
- SCI Dallas
- SCI Retreat
- SCI Mahanoy
- SCI Frackville
- SCI Graterford
- SCI Chester
- SCI Camp Hill
- SCI Smithfield
- SCI Huntingdon
- SCI Somerset
- SCI Laurel Highlands
- SCI Training Academy
- PADOC HQ

State Correctional Institution (SCI) Addresses

*SCI-ALBION
Erie County • (25)
10745 Route 18
Albion, PA 16475-0001
(814) 756-5778

**SCI-CAMBRIDGE SPRINGS
Crawford County • (20)
451 Fullerton Avenue
Cambridge Springs, PA 16403-1238
(814) 398-5400

*SCI-CAMP HILL
Cumberland County (21)
2500 Lisburn Rd.
Camp Hill, PA 17001-8837
(717) 737-4531

*SCI-CHESTER
Delaware County • (23)
500 East 4th Street
Chester, PA 19013
(610) 490-5412

*SCI-COAL TOWNSHIP
Northumberland County (49)
I Kelley Drive
Coal Township, PA 17866-1020
(570) 644-7890

PA Department of Corrections HQ
Cumberland County
1920 Technology Parkway
Mechanicsburg, PA 17050
(717) 728-2573

*SCI-DALLAS
Luzerne County (40)
1000 Follies Drive
Dallas, PA 18612-0286
(570) 675-1101
***Institution for men

*SCI-FAYETTE
Fayette County-(26)
50 Overlook Drive
LaBelle, PA 15450-1050
(724) 364-2200

*SCI-FRACKVILLE
Schuylkill County (54)
1111 Altamont Blvd
Frackville, PA 17931-2699
(570) 874-4516

*SCI-GRATERFORD
Montgomery County • (46)
P.O. Box 246, Route 29
Graterford, PA 19426
(610) 489-4151

*SCI-GREENE
Greene County • (30)
169 Progress Drive
Vvaynesburg, PA 15370
(724) 852-2902

*SCI-HOUTZDALE
Clearfield County (17)
209 Institution Drive
Houtzdale, PA 16698-1000
(814) 378-1000

*SCI-HUNTINGDON
Huntingdon County (31)
1100 Pike Street
Huntingdon, PA 16654-1112
(814) 643-2400
**Institution for Women.

*SCI-LAUREL HIGHLANDS
Somerset County (56)
5706 Glades Pike
Somerset, PA 15501
(814) 445-6501

*SCI-MAHANoy
Schuylkill County (54)
301 Morea Road
Frackville, PA 17932
(570) 773-2158

*SCI-MERCER
Mercer County (43)
801 Butler Pike
Mercer, PA 16137
(724) 662-1837

**SCI-MUNCY
Lycoming County (41)
P.O. Box 180, Route 405
Muncy, PA 17756-0180
(570) 546-3171

*SCI-PINE GROVE
Indiana County (32)
189 Fyock Road
Indiana, PA 15701
(724) 465-9630

*SCI-PITTSBURGH
Allegheny County • (02)
3001 Beaver Avenue
Pittsburgh, PA 15233
(412) 761-1955

**OUEHANNA BOOTCAMP
Clearfield County (17)
4395 Quehanna Hwy.
Karthaus, PA 16845
(814) 263-4125
*** Facility for Men & Women

*SCI-RETREAT
Luzerne County (40)
660 State Route II
Humlock Creek, PA 18621
(570) 735-8754

*SCI-ROCKVIEW
Centre County (14)
Box A, Bellefonte, PA 16823
(814) 355-4874

*SCI-SMITHFIELD
Huntingdon County (31)
1120 Pike Street
Huntingdon, PA 16652
(814) 643-6520

*SCI-SOMERSET
Somerset County (56)
1590 Vwalters Mill Road
Somerset, PA 15510-0001
(814) 443-8100

*SCI-WAYMART
Wayne County (64)
P.O. Box 256, Route 6
Waymart, PA 18472-0256
(570) 488-5811

*SCI-FOREST
Forest County-(27)
1Woodland Drive Marienville,
PA 16238-0307 (814) 621-2110

*SCI-BENNER
Centre County (14)
301 Institution Drive
Bellefonte, PA 16823
(814) 353-3630

APPENDIX U

**Pennsylvania Department of Corrections
Attn: Chief, Support Services Section
1920 Technology Parkway
Mechanicsburg, PA 17050**

CHECK SUMMARY REPORT

		Rate	Calls	Minutes	Revenue	Commission
LOCAL	Prepay Local	44.40%	26076	367665	\$44,832.90	\$19,905.81
	Collect Local	44.40%	845	10515	\$1,352.10	\$600.33
	Debit Local	44.40%	34867	469634	\$55,787.20	\$24,769.52
	Totals:		62633	847814	\$101,972.20	\$45,275.66

INTRASTATE	Prepay Local	44.40%	23480	301512	\$103,836.76	\$46,103.52
	Collect Intrastate/Intralata	44.40%	3191	4191	\$1,170.95	\$519.90
	Collect Local	44.40%	222	279	\$79.55	\$35.32
	Debit Local	44.40%	7605	93527	\$22,600.03	\$10,034.41
	Totals:		34498	399509	\$127,687.29	\$56,693.15

			16196	208149	\$76,740.70	\$34,072.87
			2839	34784	\$13,089.65	\$5,811.80
			22087	262304	\$99,947.85	\$44,376.85
	Totals:		41122	505237	\$189,778.20	\$84,261.52

INTERSTATE	Prepay ID	44.40%	939	11391	\$7,642.63	\$3,393.33
	Collect ID	44.40%	251	2946	\$1,976.15	\$877.41
	Debit ID	44.40%	1790	19186	\$13,019.20	\$5,780.52
	Totals:		2980	33523	\$22,637.98	\$10,051.26

INTERNATIONAL	ESBILED	44.40%	322	2918	\$1,739.19	\$772.20
	Totals:		322	2918	\$1,739.19	\$772.20

Contract Totals:	141555	1786083	\$443,814.86	\$197,053.79
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Commission Earned:	\$197,053.79
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APPENDIX U
Pennsylvania DOC

Monthly Collect and Prepay Report - Summary

June 2013

Contract Number	LOCAL				INTERMEDIATE				INTERSTATE										
	Call Minutes	Service Minutes	Call Minutes	Service Minutes	Call Minutes	Service Minutes	Call Minutes	Service Minutes	Call Minutes	Service Minutes	Call Minutes	Service Minutes							
10479	142215	\$28,878.58	\$12,822.08	6761	84029	\$10,821.75	\$4,804.86	184	2280	\$553.17	\$245.61	3343	43561	\$15,937.97	\$7,076.46	191	2335	\$1,565.69	\$695.17
8490	86386	\$24,888.39	\$11,050.45	1386	19151	\$2,236.80	\$983.14	1402	18243	\$4,308.95	\$1,913.17	3548	47147	\$17,122.80	\$7,602.52	142	1857	\$1,218.84	\$541.61
4258	52536	\$17,423.29	\$7,735.84	845	10515	\$1,352.10	\$600.33	323	4291	\$1,005.39	\$446.39	2839	34784	\$13,089.65	\$5,811.80	251	2946	\$1,978.15	\$877.41
10552	136179	\$35,388.24	\$15,716.82	3837	52308	\$6,141.05	\$2,726.63	1935	24488	\$5,881.60	\$2,611.43	4458	55533	\$20,786.64	\$9,229.27	322	3850	\$2,588.95	\$1,149.49
9284	118345	\$20,091.80	\$8,920.67	7014	89870	\$11,223.45	\$4,983.21	1308	16502	\$3,947.03	\$1,752.48	838	10453	\$3,908.22	\$1,735.25	124	1520	\$1,012.90	\$449.73
12384	186811	\$31,339.03	\$13,914.53	8106	111578	\$12,872.85	\$5,759.99	1348	18327	\$4,255.50	\$1,889.49	2816	35652	\$13,245.88	\$5,881.17	112	1253	\$864.60	\$383.88
1462	19229	\$6,721.72	\$2,984.44	53	728	\$84.80	\$37.85	166	2122	\$507.08	\$225.14	1193	15803	\$5,739.19	\$2,548.20	48	576	\$380.65	\$173.45
Contract Totals: 54909	721713	\$164,740.85	\$73,144.94	###	378180	\$44,832.90	\$19,805.81	6886	86263	#####	\$9,083.72	###	242933	\$89,830.85	\$38,884.68	1190	14337	\$9,618.78	\$4,270.74

APPENDIX U
 Pennsylvania DOC

June 2013

Monthly Prepaid (Debit) Report - Summary

LINE	LOCAL		DOMESTIC		INTELEPHONE		INTERNATIONAL		TOTALS									
	calls	Revenue	calls	Revenue	calls	Revenue	calls	Revenue	calls	Revenue								
7313	99518	\$11,700.80	347	4057	\$1,001.73	3756	45806	\$17,256.60	338	3753	\$2,516.95	78	514	\$251.93	11832	153748	\$32,728.01	\$14,531.24
2054	28740	\$3,286.40	1535	19686	\$4,674.79	3811	46736	\$17,540.85	221	2379	\$1,612.00	44	354	\$211.38	7665	97895	\$27,325.42	\$12,132.49
788	9874	\$1,260.80	281	2834	\$748.01	3839	42405	\$16,734.95	330	3576	\$2,417.70	29	298	\$190.07	5267	58988	\$21,351.43	\$9,480.03
6820	92581	\$10,912.00	1853	22566	\$5,475.49	4814	56769	\$21,703.90	367	3847	\$2,630.30	61	637	\$471.29	13915	176400	\$41,192.98	\$18,289.68
8566	112355	\$13,705.60	1343	16143	\$3,938.77	772	9221	\$3,504.00	201	2087	\$1,436.10	33	293	\$202.58	10815	140109	\$22,787.06	\$10,117.45
9269	125762	\$14,830.40	1927	24312	\$5,812.43	3740	45086	\$17,060.20	241	2462	\$1,698.35	66	676	\$324.82	15243	198310	\$39,726.20	\$17,638.43
57	804	\$91.20	319	3929	\$948.81	1355	16171	\$6,147.45	92	1072	\$707.80	11	143	\$87.12	1834	22119	\$7,982.38	\$3,544.18
Contract Totals:	34867	\$65,787.20	7605	93527	\$22,600.03	22087	\$69,947.85	\$99,947.85	1790	19186	\$13,019.20	322	2918	\$1,739.19	66671	847569	\$193,083.47	\$85,733.50

APPENDIX V

Minor and Major Emergency – Response and Resolution

A. Minor Emergency

1. For the purpose of this proposal, a minor emergency shall be defined as the following.
 - A failure of between 10% and 49% of the inmate stations in a bank of telephones to function as they are normally intended.
 - A failure that incapacitates the monitoring and recording capability on up to 49% of the inmate lines at an SCI.
 - A failure of any peripheral equipment which renders it incapable of functioning as it was intended.
 - An indication of minor alarm condition in any of the processor equipment.
2. Offeror shall respond, between 8 AM and 5 PM, Monday through Friday, to a minor malfunction as defined above within eight (8) working hours after notification between the hours of 8 AM and 5 PM. Inmate stations, location processors (if applicable), central processor and the monitoring and recording equipment shall be repaired 24-hours a day, seven days a week, 365 days a year (**Reference Appendix T for locations**). All repairs or replacements shall be completed within twenty-four (24) working hours following response to notification of a minor emergency malfunction, and the Offeror must exhibit a best efforts approach to the completion of the repairs or replacement during the first twenty-four (24) working hours following response to notification.

B. Major Emergency

1. For the purpose of this proposal, a major emergency shall be defined as, but not be limited to, an occurrence of any or all of the following:
 - Any failure of a processor or the common equipment which renders the system at a SCI incapable of performing normal functions.
 - A failure that incapacitates the monitoring and recording capability on 49% or more of the inmate lines at a SCI.
 - A failure of 50% or more of the inmate stations in a bank of telephones to function as they are normally intended.
2. Offeror shall respond by arriving at the PADOCC location on a 24-hour per day, 7 days per week, 365 days of the year basis to a major failure (i.e., processor failure) to the equipment/software within three (3) hours after notification. All repairs or replacements shall be started within the first contiguous twenty-four (24) hours following response to notification of a major system failure and the Offeror must exhibit a best efforts approach to completion of the repairs or replacement during the first contiguous twenty-four (24) hours following response to the notification.

**APPENDIX W
SMALL DIVERSE BUSINESS
LETTER OF INTENT**

[DATE]

[SDB Contact Name
Title
SDB Company Name
Address
City, State, Zip]

Dear [SDB Contact Name]:

This letter serves as confirmation of the intent of [Offeror] to utilize [Small Diverse Business (SDB)] on RFP [RFP number and Title] issued by the [Commonwealth agency name].

If [Offeror] is the successful vendor, [SDB] shall provide [identify the specific work, goods or services the SDB will perform, and the specific timeframe during the term of the contract and any option/renewal periods when the work, goods or services will be performed or provided].

These services represent [identify fixed numerical percentage commitment] of the total cost in the [Offeror's] cost submittal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that [SDB] will receive an estimated [identify associated estimated dollar value that the fixed percentage commitment represents] during the initial contract term.

[SDB] represents that it meets the small diverse business requirements set forth in the RFP and all required documentation has been provided to [Offeror] for its SDB submission.

We look forward to the opportunity to serve the [Commonwealth agency name] on this project. If you have any questions concerning our small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

Acknowledged,

Offeror Name
Title
Company
Phone number

SDB Name
Title
Company
Phone number



Commonwealth of Pennsylvania

Date: 11-22-13
Subject: Questions and Answers, Vendor Sign-in Sheet and Other Revisions
Solicitation Number: RFP Inmate Telephone Services 2013-90
Opening Date/Time: 12-16-13/2:00PM
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:

Attached are the following:

Vendor Sign-in Sheet

Questions and Answers 1 through 92

Part II Proposal Requirements - Revised Section II-10 Cost Submittal

Revised Appendix C - Cost Submittal

Appendix C should read: Appendix C – Cost Submittal in the following sections:

Table Contents

Part IV-3 Requirements - page 29 (8.) Call Rate Responsibility

Part IV-3 Requirements - page 30 (9.) Commissions

VENDORS WILL HAVE AN OPPORTUNITY TO SUBMIT FOLLOW-UP QUESTIONS IN WRITING NO LATER THAN 11-26-13 3:00PM (EST). SUBMIT YOUR FOLLOW-UP QUESTIONS VIA EMAIL TO: rilgenfrit@pa.gov

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:



Commonwealth of Pennsylvania

PA Department of Corrections
Attn: Russ Ilgenfritz
1920 Technology Parkway
Mechanicsburg, PA 17050

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: Russ Ilgenfritz
Title: Administrative Officer
Phone: 717-728-3919
Email: rilgenfrit@pa.gov

Vendor Sign In Sheet

RFP Inmate Telephone Services-2013-90		Date: 11-19-13		
Name	Company Name	Address	Phone	E-mail
John Gallagher	Telmate	56 WAINUT ST MILTON MA 02186	617 6961156	JOHN.JOSEPHGALLAGHER @COMCAST.NET
Brad Coens	IC Solutions	21848 Commera Pkwy Strongsville, OH 44149	817 269-1785 800-541-1700	brcoens@icsolutions.com
Tom Hearn	IC Solutions	301 Mill Rd Edison, NJ 08837	251-654-7746 732-379-6423	RFP@ICSAOLUTIONS.COM
ART Heckel	Securus	163 E. MAIN ST SUITE 271 LITTLE FALLS, NJ 07424	973-890-7824	ahheckel@securustech.net
STEVE CADWELL	Securus	543 COUNTY CLUB DR SUITE B544 SIMI VALLEY, CA 93065	805-581-0003	SCADWELL@SECURUSTECH.NET
Phil Apanovitch	ILG Technologies	119 Herbert St Framingham, MA 01702	508 424-2202	phil@ilgtech.com
Jim Beamery	GTL	730 Texas Ave YORK, PA 17404	703-843-7630	jbeamer@GTL.NET
Tom Fulton	ATL	6741 Blue Church Rd Cockeysburg, PA 17006	484-695-1075	tfulton@gtl.net
Phillip Burks	CenturyLink	5454 W GIBBES ST Overland Park, KS 66204	913-908-5099	Phillip.R.Burks@centurylink.com
Chris Walton	Century Link	5454 W 110th St OP, KS. 66211	913-206-2765	Chris.Walton@CenturyLink.com
Janice McGuigon	SHAWTECH Comm.	1700 Lyons Road Suite C - Dayton, OH 45458	614 765-1114	JMCGUIGON@SHAWTECH.COM

Vendor Sign In Sheet

RFP Inmate Telephone Services-2013-90

Date: 11-19-13

Name

Company Name

Address

Phone

E-mail

Tillman Mosley

Showntech

1700 Lyons
Dayton, Ohio 45406

937-888-4724

TMOSLEY@SHOWNTTECH.COM

Jason Heister

OA Telecom

5 CTC Technology Park
HBB, PA 17117

214-7081

Heister.Epo.gov

RFP Inmate Telephone Services 2013-90

Questions and Answers

1. Page 13 II-10. Cost Submittal. A. Direct Costs:

Since this RFP is clear that the Commonwealth will pay no costs to the winning vendor and the vendor will pay a commission the Commonwealth, will it be necessary to provide the cost information requested in this section of the RFP? **Yes, per the revised wording for this provision in Question #20.**

2. Page 13 II-10. Cost Submittal. F. Other Direct Costs:

How will Commissions that are paid to the Commonwealth be classified in this section? **Commissions paid to the PADOA are based on gross billed revenue. Please confirm that Commissions paid to the Commonwealth are not to be considered as monies available to be paid to a Small Diverse Business. Commissions paid to the Commonwealth has nothing to do with Small Diverse Business. Small Diverse Business (SDB) commitments are to be based on "Total Minute Cost to Compare", from Cost Sheet 1.**

3. Page 13 II-10. Cost Submittal. G. Fee or Profit:

Is it acceptable to estimate gross revenues by using historical inmate call volumes to establish profit calculation? **Yes**

4. Page 15 III-4 C Small Diverse Business Participation:

Typically when a commission is paid, the value of the contract is total contract revenue after the commission payment is made because the commission payment has no value to the vendor. How will the value of the contract to the vendor be calculated? **Refer to Question #2 for answer.**

5. Page 27 IV-3 Requirements 6. Prepay Service c:

This requirement excludes ability to charge a Universal service fund administrative fee which is different than a Universal Service Fund Fee. Will the Commonwealth allow for the charging of a Universal Service Fund Fee as established by the FCC? This fee would only be applicable to state to state calling. **No**

6. Page 28 & 29 IV-3 Requirements 7. Collect Call Service d:

This requirement excludes ability to charge a Universal service fee. Will the Commonwealth allow for the charging of a Universal Service Fund Fee as established by the FCC? This fee would only be applicable to state to state calling. **No**

7. Page 29 IV-3 Requirements 8. Call Rate Responsibility a:

This requirement states that the rates offered must be lower than the current rates. Will the Commonwealth please provide the current rates that are being charged?

Yes, please see attached spreadsheet for current rate information.

The Commonwealth states that it wants a single blended rate, inclusive of all surcharge/connect fees and it wants that rate to be lower than the rates charged for inmate calls. Would the Commonwealth please provide the equivalent blended rate for current rate structure? If not how will the blended rates be measured against the traditional rates to determine if it is in fact lower than the current rates?

Yes, the blended rates are as follows:

Local/IntraLata/InterLata Calls - .23/minute

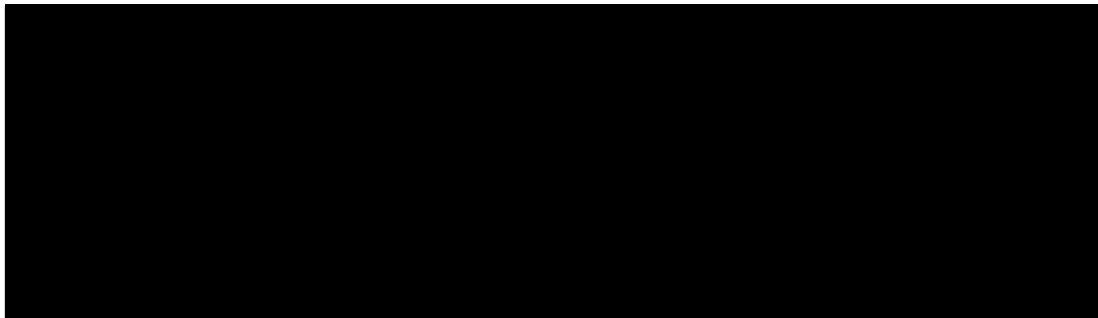
Local/IntraLata/InterLata/InterState Calls - .25/minute

Blended rate was calculated by taking the total revenue divided by total minutes.

- 8. Page 30 IV-3 Requirements 8. Call Rate Responsibility f:** Offeror shall charge the called party the agreed upon per minute rates and per call surcharges (subject to any applicable Pennsylvania Utility Commission approvals and/or rate filing requests). Does this requirement also apply to interstate rates and commissions under the jurisdiction of the FCC? **Pennsylvania Utility Commission (PUC) approval of interstate rates is not required. However, offeror shall only charge the called party the agreed upon per minute rate for interstate calls.**

9. Page 30 IV-3 Requirements 9. Commissions b:

The pending FCC Order looks to eliminate commissions associated with interstate calling revenues. Will interstate revenues be eliminated from total gross revenue generated calculation if the FCC Order is implemented as written? **Because the FCC ruling is not finalized no determination has been made to the elimination of interstate revenues.**



11. Page 38 & 39 IV-3 Requirements 18. Maintenance and Support Requirements b:

This requirement mandates the hiring of as many as 27 System Administrators (one SA at each SCI). With a Hosted system and improved automation tools, much of the SA work can be accomplished in a centralized location with fewer SA's. Most State DOC's allow for centralized SA support with daily or weekly service visits. Will the Commonwealth revise the requirements of this section to allow for this type of service approach?

The Commonwealth will allow SA's to support multiple institutions due to the close proximity of some institutions i.e. SCI Huntingdon/Smithfield. Currently nineteen (19) SA's provide support to 26 locations.

12. Appendix C – Cost Proposal:

The last sentence of second paragraph says, "Interstate and International call rates are to be provided separately". The rate chart to be filled in (below) has lines A, B, C and D. Line D includes cost for a 15 minute International call. The rate chart does not include ability to price a 15 minute Interstate call. Will the Commonwealth add a line item to price Interstate calls? If so, how will the Commonwealth determine the percentage of cost associated with intrastate calling vs. interstate calling (if rates are different)? **Because of the FCC ruling PADOc will be providing two different cost sheets (1 and 2).**

13. Appendix C – Cost Proposal:

The Cost Proposal includes reference to Tariff and Regulatory Fees. "PADOc understands that the rates shown below are exclusive of Federal, State, Local Taxes, Tariff's and Regulatory Fees. It is understood that these taxes/fees will be charged as a pass-through from the taxing/regulating agency to the called party and that no commission will be paid on these items." What is a "Tariff" Fee? What Regulatory Fee is allowed to be added to bill? **Tariff Fee is the approved maximum rates allowed to be charged as approved by the Pennsylvania Utility Commission (PUC). No Regulatory fees are allowed to be charged.**

14. General

Will the Commonwealth conduct facility tours or permit interested vendors to conduct site surveys of the existing inmate telephone infrastructure at each of the existing institutions? **Commonwealth will not be conducting facility tours to conduct site surveys at each PADOc facility.**

15. It is very important for all vendors to understand the rates and fees being charged by the current vendor, so that bidders can estimate the impact to calling patterns that may occur as a result of implementing proposed rates. The current provider has a significant competitive advantage in being the only bidder with this information. Please provide a listing of all surcharges and per-minute costs that is currently associated with collect, prepaid collect, and inmate debit calling. This listing should be broken down by tariff band of Local, IntraLATA, Intrastate, Interstate, and International. **Refer to Question #7 for answer.**
16. Is the revenue information provided in Appendix N exclusive of any fees? **Yes.** Are any fees currently being charged and, if so, please list all fees and their amounts. Also, please identify if these fees are being charged by the current vendor or some other 3rd party.
No additional fees are currently being charged.
17. The RFP contains references to connect fees and/or per-call surcharges (e.g., Appendix C – Cost Proposal and RFP p. 30, paragraph 8.g). However, RFP p. 29, paragraph 8.a requires Offerors to “establish a single, blended rate per minute, inclusive of all surcharge/connect fees.....” Will the DOC please clarify whether per-call surcharges or connect fees will be allowed? **Surcharges/connect fees will not be allowed. Commonwealth is looking for blended per-minute rate.**
18. Are the required manual cutoff switches (described on RFP p. 31, paragraph 11.a) currently installed at all PADOc facilities? **Yes**
19. RFP p. 16, section C, references “five percent (5%) of the total contract value” as the value used to assess a “significant subcontracting commitment” using SDB subcontractors. How will the PADOc determine the total contract value? For example, total commissions received in the previous 12 months, multiplied by five years (base contract term)? To ensure that all bidders’ SDB subcontract commitment percentages can be accurately compared against one another, as described in the evaluation formula, please state the exact dollar amount the PADOc will use as the “total contract value,” or describe in detail how the PADOc will calculate this amount. **Refer to Question #2 for answer.**

20. The RFP Work Statement, in section IV-2, states that the "contract resulting from this RFP will be a no cost contract." Therefore, please confirm that none of the costs described in Proposal Requirements section II-10 apply to this RFP, and therefore that Offerors do not need to break down proposed costs into the components described in II-10. This section has been modified. Section II 10 is being replaced with the following: II-10 Cost Submittal. The information requested in this Part II, Section II-10 shall constitute the Cost Submittal. The Cost Submittal shall be detailed on Appendix C – Cost Submittal and placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. PADOc is not paying any cost or fees for the provided service(s). 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 total proposed cost shall be broken down into the following components:

- Blended per Minute Rate for all Intrastate Calls
- Interstate Call per Minute Rate
- Commission percentage
- International Call Rate – not included in scoring

21. RFP p. 24, paragraph 3.b.8 requires that "inmate's family and friends utilizing the Pennsylvania Relay Service to receive calls from inmates are charged the same rates as those family and friends receiving calls from inmates not utilizing the PA relay service." Calls to relay centers are free calls and typically no charges can be assessed. Therefore, will the PADOc waive this requirement? Yes Also, please confirm that the Pennsylvania relay Service is an independent entity and the Offerors have no control over what charges (if any) they may assess to the called party. PADOc confirms the PA Relay Service is an independent entity and Offerors have no control over what charges (if any) they may assess to the called party.

22. RFP p. 29, paragraph 7.g requires that "cellular collect calls are billed to the BNA originally provided by the inmate's family or friend." Currently cellular telephone carriers to not allow collect calling to cell phones and will not process and bill these calls to cell phone users. Instead, cell phone users set up prepaid collect accounts directly with the inmate telephone service provider, who can then ensure that only the BNA provided may receive inmate calls using that prepaid collect account. Is this acceptable to the PADOc, and will the PADOc waive or revise the requirement in paragraph 7.g? This is correct. Collect calls cannot be made to cellular telephones. Inmate calls to cellular numbers must be

made using Prepaid (inmate purchase) or Prepay (end user prepaid). Calls to prepay accounts should only go to the telephone number provided on the account.

23. Please specify the number of laptops that will be required under RFP p. 34, paragraph 13.a. **Currently there are three (3) laptops provided. However, the Commonwealth reserves the right to ask for as many as we feel are necessary.**
24. RFP p. 44, paragraph 22.a requires the selected Offeror to transfer existing "recorded calls," among other data, to the proposed solution. Please state how many months or years of call recordings and related data that will need to be transferred. **A minimum of 12 months. Additionally, please confirm that the current vendor will provide this data in a readable\importable and will cooperate with this transfer of data. Current vendor is required to provide this information as per contract.**
25. As per the RFP Work Statement, section IV-3.A.1, please confirm that the requirement for all new telephones and associated equipment also applies to the current vendor, should that vendor be selected in this procurement. **Yes, Commonwealth requires all new equipment to be installed.**
26. How will the PADOc evaluate each additional technology component offered in response to the "Investigative and Intelligence" section on RFP p. 37, paragraph 16? Some of the suggested technologies, such as cellular telephone control, can be costly to implement and would negatively affect the bidder's financial offer. Therefore, it is important to define how points will be added for these benefits when evaluating the Technology Submittal. **The Commonwealth does not provide detailed evaluation methodology as part of the RFP process.**
27. RFP p. 27, paragraph 5.a requires interfaces with the PADOc commissary and jail management systems. Please identify the current commissary and jail management systems, and provide contact information for the companies who deliver and support these systems. Also, if the PADOc is planning to change either of these systems during the course of the upcoming Inmate Telephone Services contract, please provide the same information for the incoming systems and vendors. It is critically important that Offerors may contact these vendors to identify any costs that may be associated with such integrations. **(JMS) is handled in house by PADOc IT and the (Commissary) system is handled by the SAP Project Manager. All inquiries regarding this as well as any items related to the RFP are to go through the Issuing Officer.**

28. Will the DOC please provide the RFP and all associated attachments in Microsoft Word/Excel so that all forms and the RFP as a whole can be responded to with more conformity? **No**
29. On page iv the calendar of events indicates that all questions must be submitted on or before 11/6/2013. Further on, Page 1, Section I-8, indicates that questions can be asked at the Prebid. Please clarify if questions are permitted at the Prebid or if all questions must be submitted on 11/6/2013? **Yes, additional questions can be asked at the pre-proposal conference.** In addition, will the DOC please permit supplemental questions to be submitted after the pre-bid as information released/discussed at the pre-bid may spawn further questions? **Yes, supplemental questions may be submitted after the pre-proposal conference.**
30. On page 2, Section I-12 requires that proposals be submitted via CD or Flash drive in Microsoft Office-compatible format. Will the DOC accept submission in PDF as well? **No, PADOc will not accept submittals in PDF format.**
31. On page 4, Section I-15 – Alternate Proposals. Provided our technical proposal does not change, will the DOC permit more than one financial proposal to be submitted? **No**
32. On page 3, Section I-12, the DOC request two copies of the proposal on electronic media. Can each copy contain the Technical Submittal, Cost Submittal, and Small Diverse Business (SDB) participation (2 media total) or does the DOC wish each section on its own media (6 media total)? **Each CD or jump drive (a total of 2), should include a full and complete searchable copy of the following documents: Technical, Cost, SDB.**
33. On page 10, Section II-3, states "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." Please confirm that including a point-by-point response to Part IV is acceptable. If not please provide additional detail on how to construct the response for this section. **Point-by-Point response to PART IV is acceptable and is preferred.**
34. On page 10, Section II-3, states "Indicate the number of person hours allocated to each task." Please confirm that this information centering around hours allocated is in reference to the implementation of the proposed solution and not Part IV in totality. **Number of person hours would be any time related to the Design, Planning, Infrastructure, implementation, support and services.**

35. On page 11, Section II-4, the state outlines its requirements for vendor references. The DOC requires "for three (3) projects of similar scope and size implemented within the last five (5) years". To ensure that the prime contractor ultimately responsible for the performance of this contract truly is qualified, we respectfully request that the DOC amend its reference requirement and require that the three (3) references be for State DOCs where the responding vendor is the prime contractor. This will provide further protection for the Commonwealth and the DOC. **Suggestion considered but will not change at this time.**
36. On page 11, Section II-7, the DOC asks for a Dun & Bradstreet report. Would the DOC accept a Standard and Poor's or Moody's report instead of a Dun and Bradstreet since either of these two provide a more in-depth financial picture of a company? **Yes, also include requested financials.**
37. On page 13, Section II-10. The elements of the Cost Submittal (A-H) are not consistent with the Appendix C Cost Proposal. How are the elements of Appendix C evaluated in context with II-10? Since this is a no cost contract to COPA, shouldn't elements A-H be removed in their entirety? If not, please explain how these are used and evaluated for this procurement. **Refer to Question #20 for answer.**
38. On page 15, Section III-4. This discussion of the Evaluation Criteria tells the percentage Technical, Cost and SDB will receive. Please provide the actual number of points each area will have. In addition please provide the number of available points achievable via the Domestic Workforce Utilization bonus. **This information will not be provided.**
39. On page 16, Section III-4.B, the evaluation formula stated in the referenced webpage (http://www.portal.state.pa.us/portal/server.pt/community/rfp_scoring_formulas_overview/20124) appears to be based on Cost to the Commonwealth. Offerors will be submitting proposals for Inmate Telephone Service at NO COST to the Commonwealth. Please clarify the evaluation scoring for NO COST proposals including how rates and commissions will be evaluated. **Correct, no cost to the Commonwealth. Cost per minute and the commission revenue's to the Commonwealth will be evaluated.**
40. On page 20, Section IV-1A General. In the industry "Hosted" solution generally means a solution where the data and recordings reside on a server "Hosted" at the vendor's data center which may be out of the State. Please confirm that this is the intent of this requirement. **Yes, the Commonwealth requires this type of system.**

41. On page 27, Section IV-3, Item A.4.R. The requirement for BNA is outlined and the need for BNA to exist prior to the completion of a call. Since Debit calling is initiated by the inmate, we assume that this requirement is for collect and prepaid calling only. Please confirm that this is accurate. If it is not accurate please confirm the method that the DOC wishes the vendor to utilize to ensure BNA exists for debit calling as well. **The BNA requirement is for collect and prepay (end user prepaid) calling only.**

42. On page 28, Section IV-3, Item 6.C discusses the fees that are **not** permitted to be charged to the called party. Several questions have arisen around this section:

- a. Certain vendors have adopted a process of allowing an initial call to be completed to a non-billable number such as a cell phone by allowing the called party to pay for that call at the time of its attempt without having to setup a pre-paid account. These calls usually have a high transaction fee and a low call cost and when combined total \$14.99 with no refunds or credits for unused minutes. This in turn will gouge the called party. Please confirm that this practice is not permitted. **This type of call is not permitted. However, the PADOc does have Booking telephones that allow inmates to contact (at no cost) Family and Friends to let them know where they are and how they are doing.**
- b. Please confirm that the successful vendor can charge USF for InterState calls since this is a governmental fee. **Vendor cannot charge for this Fee.**
- c. Please confirm that the permitted taxes are **only** to be charged at the time of the call and not at the time the called party places a deposit on their prepaid account. **Permitted taxes are only to be charged at the time a call is made and not at the time the end user places a deposit on their prepay account(s).**
- d. Please confirm that the outlined permissible taxes and non-permitted fees also apply to the inmates and their use of debit calling as well. **This applies to all call types.**

43. On page 29, Section IV-3, Item 7.G makes mention of cellular collect calling. This calling is always associated with a high surcharge (\$8 or more in some cases). Please confirm that the only way to connect a call to a cellular phone is through prepaid calling or debit calling and that additional fees are not permitted when calling a cellular phone including, but not limited to, location detection fees, etc. **Calls to cellular telephones must be completed using prepaid (inmate account) or prepay (end user prepaid account). No fees are to be charged for any type of call except for (Gross Receipts Surcharge and Statutory Gross Receipt Tax) for IntraState calling and (Statutory Gross Receipt Tax) for InterState Calling.**

44. Various places in the RFP the DOC makes mention of applicable per minute rates and surcharge. Please confirm that the DOC is looking for a per minute rate for all call types without a surcharge. **The PADOc is looking for a blended per minute rate for all calls. See answer to Question #7.**

45. On page 37, Section IV-3, Item 16.A makes mention of Cellular telephone control/detection. These types of solutions can be managed access solutions, CelleBrite (type) Solutions, CellSense (type) Solutions, etc. These types of solutions can be very costly in nature and in some cases can exceed one million dollars per facility. Is this the type of solution that the DOC is looking for? If so please provide the solution that the DOC is seeking along with quantities in the event that we are only permitted to submit one financial response. If this is not what the DOC is seeking, please provide the business issue that you are trying to solve and the requested functionality. **As part of the Offeror's proposal to enhance the Investigative and Intelligence, it is at the Offeror's discretion as to what they can provide.**
46. On page 37, Section IV-3, Item 16.A makes mention of Inmate to inmate call detection. Is the DOC attempting to prohibit calling to the same number at the same time? Is the DOC looking for a product that detects multiple inmate voices on the same call such as the JLG product? Once again, if we are only permitted to submit one financial offer, we will need to know the product and approach that the DOC is requesting so that we can craft an accurate financial offer. **It's up to the Offeror's discretion to provide a mechanisms that detects inmate voices on the same call and same number at the same time.**
47. On page 40, Section IV-3, Item 18.I and Page 38, Section IV-3, Item 18.B the DOC makes mention of local technicians and system administrators. To ensure that the DOC receives the service level they expect we respectfully request that the DOC specify the number of System Administrators and Technicians. Otherwise vendors may be compelled to respond with an undersized workforce thus impacting DOC operations. **As per Section IV-3-18-b, the PADOc is requesting a System Administrator (SA) be provided at each SCI. However, the PADOc will allow for System Administrators to provide support to multiple PADOc institutions that are in close proximity to each other i.e. Huntingdon/Smithfield. PADOc will not specify the number of technicians.**
48. On page 48, Section IV-5 Are we required to include the reports and plans in IV-5 with our RFP response or at an appropriate time post contract award? **Yes, include reports and plans with your technical submittal.**
49. Appendix C. The DOC states "It is the intention of PADOc that all intrastate and interstate calls (collect, prepay, or prepaid/debit) have one flat fee rate." The new FCC order that has recently been released outlines InterState calling rates and the fact that commissions are not permissible on InterState calling. With this in mind it may be necessary to have two rates and commission offers, one for InterState calling and one for IntraState calling. Is the DOC planning on revising this form to accommodate the order? If the DOC is revising the form how will it then evaluate the two rates and commission offers? **Refer to Question #20 for answer and depending on the finalized FCC ruling this section is subject to change.**

50. Appendix C Page 33 of the RFP stated "Offeror shall establish a single, blended rate per minute, inclusive of all surcharge/connect fees, for all inmate telephone calls to include all local, IntraLata, InterLata and Interstate calls while keeping rates lower than the current rates charged for inmate telephone calls." However, Appendix C requires us to state what our proposed surcharge which would appear to be in conflict with the requirements on page 33. Please clarify the correct methodology for submitting our cost proposal. Refer to **Question #44 for answer.**
51. With the complexity of a proposal for inmate telephones at a DOC, the answers to submitted questions often times lead to follow-up questions that will need to be asked. For this reason we request that all vendors be permitted to ask additional questions after all initial questions are answered by the DOC. This will help to ensure a comprehensive and well architected response to meet and exceed your requirements. **All vendors will be given the opportunity to ask additional/supplemental questions after the pre-proposal conference.**
52. Appendix C, Please clarify the intent of the last sentence of the second paragraph "Interstate and International call rates are to be provided separately." Are we to populate Appendix C with Intrastate rates only? Please clarify the correct methodology for submitting our cost proposal. Refer to **Question #20 for answer.**
53. Appendix C. Please verify that the completed Appendix C - COST PROPOSAL is to be packaged with the Cost Submittal. If not, how should it be provided in the RFP? **Appendix C – Cost Proposal is the Cost Submittal. Submit cost submittal (Appendix C) in a separate sealed envelope.**
54. Appendix G. The form states that it is to be maintained "at the Sally Port/Gate, after approval." Does that mean the form is included for example only and is not to be included in the RFP response? **Form is being included as an example only.**
55. With which Submittal shall all Appendices that require an "Offeror's response", that have not been specifically mentioned in Part II, be packaged? **All appendices except for Appendix C, Cost Proposal, and Appendix W, Small Diverse Business Letter of Intent must be submitted with your technical submittal response.**
56. Would the PADOc provide a copy of the RFP in Word format to allow the Offerors to more easily respond to the RFP, especially the Appendices? **No**

57. Are digital cameras allowed at the site survey to take pictures of the demarc/phone room, enclosures, pedestals, phones, etc? It is understood that we cannot have any incarcerated individuals in the picture. **Cameras are not permitted within any PADOc facility without prior approval from the Superintendent and/or Deputy Secretary. At this time, the PADOc will not be conducting facility tours to conduct site surveys at each PADOc facility.**

58. Would the PADOc provide the telephone number for Mr. Ilgenfritz to place on the UPS/FedEx shipping label? 717-728-3919 and this information can also be found on the solicitation advertisement posted on emarketplace website:
www.emarketplace.state.pa.us

59. Page 4: I-18 Proposal Content

This section discusses confidential information, and requires the Offeror to provide a redacted version of the proposal. For clarification, would the PADOc want one redacted paper copy and one redacted electronic copy? **Yes**

60. Page 10: II – Proposal Requirements

Typically the Offerors will submit their Technical Submittal in a binder. For ease of administration, would it be acceptable to send a single box with the Technical Proposal paper copies in unsealed binders, but with the SDB Proposal, Cost Submittal, and (if desired) Cost Proposal in Appendix C in separate sealed envelopes? **Yes, all submittals (technical, cost and small diverse business) must be separately sealed and can be sent as one package.**

61. Page 10: II- Proposal Requirements

The RFP requires three separately sealed submittals, including the Technical Response, SDB Participation Proposal, and Cost Submittal. Should vendors also separately submit sealed copies of the Cost Proposal in Appendix C? **Refer to Question #60 for answer.**

62. Page 10: II-3 Work Plan

Typically the Offerors for Inmate Telephone Services provide their responses to RFPs in a "requirement and response" format, where the task description is stated in its entirety, followed by the Offeror's response. Does the PADOc desire that the task descriptions in Part IV be answered in this format in II-3, or as a true narrative (without the task descriptions) in II-3? **PADOc would like the task description stated in its entirety followed by the Offeror's response.**

63. Page 13: II-10 Cost Submittal, and Appendix C

Although this is a no-cost contract, we understand the Cost Submittal to be a requirement for setting the "base amount" of expense against which to calculate SDB spending commitments. Because much of the infrastructure for hosted inmate telephone systems are shared across multiple accounts, the allocation of those costs can be manipulated in order to maximize calculated SDB spending commitments. Would the PADOc provide additional guidance on how shared costs must be allocated in calculations, or alternatively how it will validate reported costs in these calculations?

Certain itemized costs are subject to commercial agreements with other parties and subject to a non-disclosure agreement.

May these certain types of costs be redacted so they cannot be seen or otherwise calculated by a third party? We recognize that most costs, as well as the total cost, may not be redacted. **Confidential cost information should not be provided with the submittal. If necessary to provide confidential information, this should be noted in Appendix I. No additional information will be provided.**

64. Page 15: III.4 – Evaluation Criteria

Subsection III.4.C provides point values for various SDB rankings, with a maximum of 150 points. Based on the SDB participation valued at 20% of the contract, would the PADOc confirm that the Technical weight of 50% be equivalent to 375 points, and the Cost weight of 30% be equivalent to 225 points, for a of 750 possible points? **Percentages are the maximum of available points and no further information will be given.**

65. Page 16: III.4.B - Cost

Would the PADOc clarify that the Cost criterion is based on the Cost Submittal (II-10 on page 13) or on the Cost Proposal (Appendix C)? **Refer to Question #20 for answer.**

If it is on the Cost Proposal (Appendix C), given the combination of low rates and high commissions being scored in Appendix C, should the second sentence citing "lowest total cost" be modified? **Refer to Question # 39 for answer.**

66. Page 19: III-6.C. -- Final Ranking and Award

As this is a no cost contract to the PADOc, and is a commission-based contract, would the PADOc clarify the statement "...lowest technical score and had the lowest cost score..."

If "cost" is eliminated in III.4.B and replaced by "commission", should this read "...highest commission score..."? **Yes, refer to Question # 39 for answer.**

67. Page 24: IV-3.A.3.b.3 – Additional Equipment Requirements

This subsection requires a remote printer to produce a copy of the TDD conversation. If the Offeror can record the inmate conversation through the inmate telephone system, would a remote printer still be required? **As long as the vendor can provide a way to produce a text copy of the conversation then the remote printer would not be needed.**

68. Page 24: IV-3.A.3.b.8 – Additional Equipment Requirements

This subsection requires that the successful Offeror utilize the Pennsylvania Relay Service, and that the users of this service be charged the same rates as inmates not using the service.

Will PADOc please consider modifying this requirement to state that calls to the Relay Service will not incur a charge from the ITS provider? The PA Relay Service is an independent entity and providers have no control over what charges (if any) they may assess to the called party. They are also accessed through the ITS using 800 numbers, and are free calls with no charges assessed by the ITS provider. **Yes, we will modify this requirement to state calls through the PA Relay Service will not incur any charge from the ITS provider.**

Page 27: IV-3.A.5.a – Prepaid Services

This Subsection requires that the successful Offeror interface with the JMS and commissary systems. Would PADOc provide the vendors of these systems, and also contact information to allow the Offerors to determine any costs for the interface? **Refer to Question #27 for answer.**

69. Page 34: IV-3.A.13.a – System Access

Would PADOc provide the number of laptops that will be required?
Refer to question # 23 for answer.

70. Page 38: IV-3.A.18.b – Maintenance and Support Requirements

This subsection states the "Offeror shall provide a System Administrator (SA) at each SCI". The existing vendor utilizes a total of 19 System Administrators to service the account. Would the DOC consider changing this requirement to match the headcount used today or clarify the intent to increase the System Administrator headcount from 19 to 27 as part of this RFP? **PADOc will allow for System Administrators to provide support to multiple PADOc institutions that are in close proximity to each other i.e. SCI Huntingdon/Smithfield.**

71. Attachment C – Cost Proposal

A. Will the PADOc consider allowing vendors to bid ONLY a per-minute rate, and disallowing them to bid any per-call surcharge? Per-call surcharges can ‘artificially’ decrease reported blended rates by spreading the surcharge over the maximum call length, rather than actual call length. In addition: **Refer to questions #44 and #7 for answer.**

- A per-minute only restriction would ensure apples-to-apples comparison.
- The issue of refund disputes is eliminated – e.g. a disconnect if a family member accidentally hook-flashes during a call – because called parties pay only for the minutes they use.
- Inmates can make more frequent calls and connections with family members, since a short call is less expensive. Our experience in other States shows that this more frequent calling has the added benefit of providing more overall commission revenue.

B. Will the PADOc consider a two-part Cost Proposal process that does not score lowest rates and highest commissions at the same time? Our recommendation would be to use a two-step process: **Refer to Questions #20 and #39 for answer.**

- In the first round initial offer, allow Offerors to propose up to two separate Cost Proposals with different combinations of calling rates and commissions.
- After reviewing the initial Cost Proposals, release a best and final offer with PADOc-established calling rates, and requiring the Offerors to bid a commission rate based on those calling rates.

Practical experience in other states has shown simultaneous scoring of rates and commissions can cause issues - the reason is that the relationship between calling rates and the commissions vendors can offer is not a one-to-one correlation. Solving for the optimal mix of rates and commissions for PADOc requires us to make guesses on the correct starting points. **Refer to Question #7 for answer.**

72. Appendix O – DOC Inmate Telephone Inventory

Do any of the facilities have pedestals or enclosures? If so, would PADOc confirm whether they are owned by the incumbent or the Commonwealth, and provide the numbers and types of pedestals and enclosures? **No**

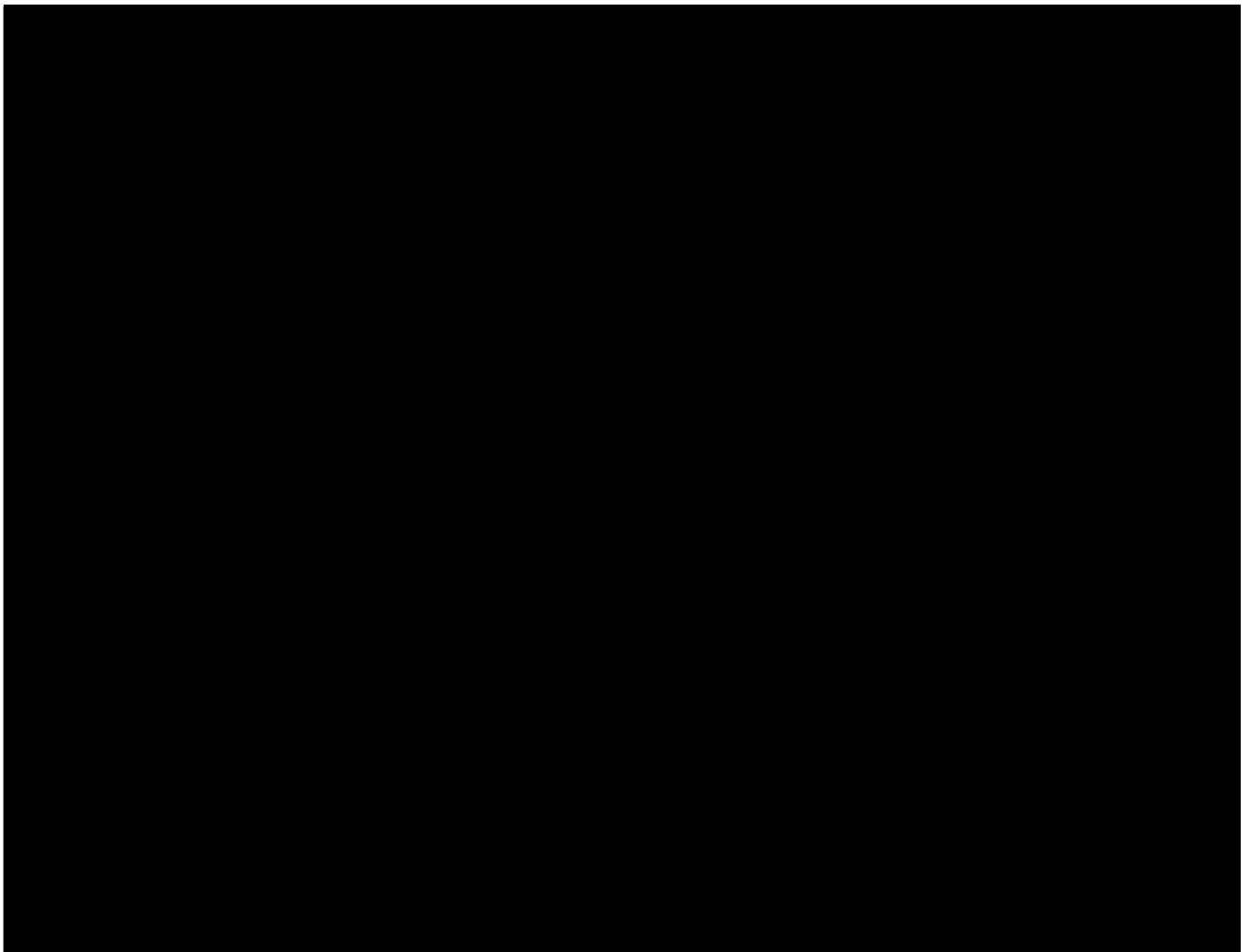
73. Appendix O – DOC Inmate Telephone Inventory

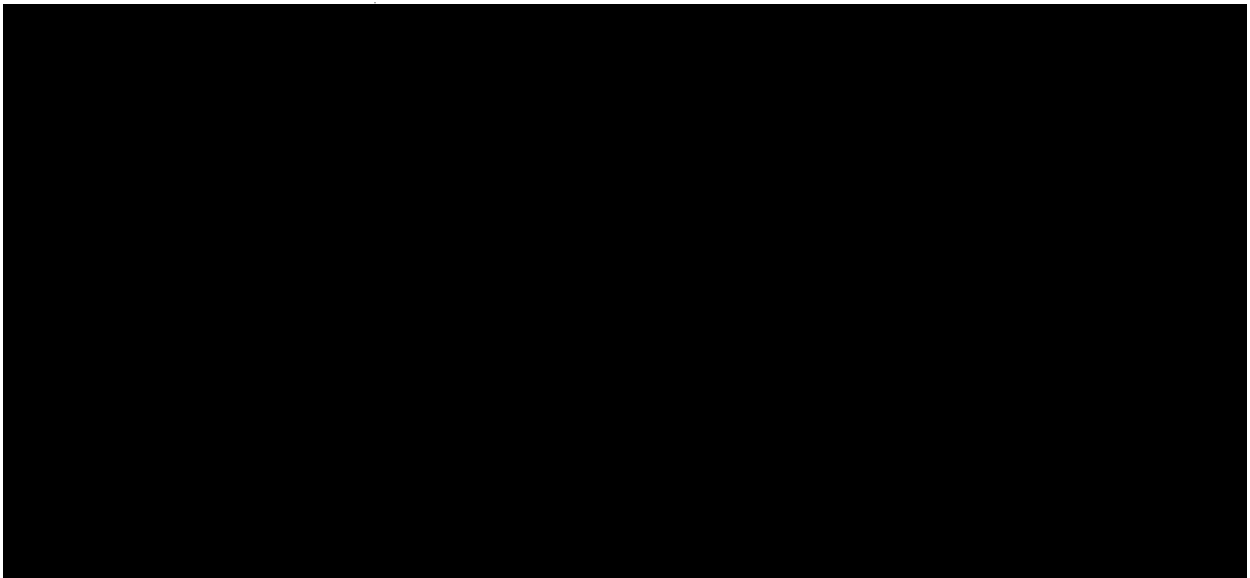
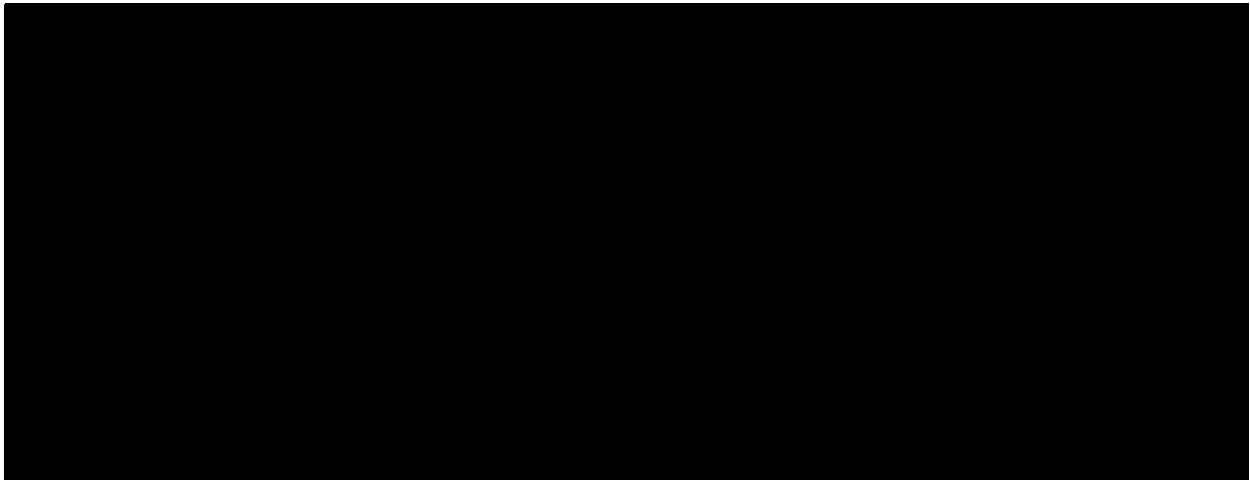
- Are there currently any cordless phones? **Yes, One (1)**
- Would PADOc consider cordless phones in lieu of roll away phones in some areas?
Yes, but only for use in a specific area(s) as requested by each facility such as a unit housing terminally ill inmates.

74. Appendix O – DOC Inmate Telephone Inventory

Would PADOc provide the type of phones used? **Wintel**

- If a “mini” style, are they on a full backboard with an adapter? **We have mini and full size inmate telephones that are mounted to a backboard and are hard wired.**
- Are there any speaker phones? **No**





77. Please confirm the surcharges and per-minute rates for all call types.
Refer to Question #7 for answer.

78. Please detail population for each facility. We currently have two (2) female and twenty-four (24) male institutions. See Appendix L for the inmate population by institution as of July 23, 2013.

79. Please provide us with the current commission %, and whether this is based on a percent of gross revenue, or other basis. Current commission percentage is 44.4% which is based on gross billed revenue.

80. Does the current inmate phone provider currently take any deductions from commission revenue, if so what are the deductions and how much? **Current provider does not take any deductions from commission revenue.**

81. What is the average size of a monthly commission check received by the Department?
\$635,074.79 This amount is based on Fiscal Year 12-13 information.

82. What company is currently providing your jail (or offender) management system (JMS/OMS)? **Refer to Question #27 for answer.**

83. What is the historic call volume by month?

Month/Year	Calls
January 2012	412791
February 2012	456500
March 2012	456728
April 2012	471656
May 2012	448604
June 2012	438988
July 2012	416609
August 2012	443867
September 2012	429238
October 2012	420430
November 2012	473142
December 2012	480799
TOTAL	5349352

84. In past contracts, the Commonwealth's commitment to diverse business participation has been 10%. In this Request for Proposal, the commitment has decreased to 5%. Can the Commonwealth address this decrease, and is it a change in policy? **I believe the 10% is referring to the weight. At one point the weight was 10% but has been increased to 20%. The Commonwealth has never had a goal.**

85. Section IV – 3(A) (18)(b): **Maintenance and Support Requirements:**

Will the Commonwealth consider modifying the requirements in this Request For Proposal to allow Site Administrators, Field Technicians & the Field Support Manager to be employed by a sub-contractor in keeping with the current practice with the existing contract. **No need to modify RFP requirements. RFP does not exclude the use of sub-contractors to provide Site Administrators, Field Technicians and Field Support Managers.**

86. Section IV – 3(A) (18)(i): Maintenance and Support Requirements:

In order to maintain the service levels required in this Request For Proposal and to continue to service the facilities with field personnel that are Commonwealth residents, would the Commonwealth consider the following paragraph language in place:

“Offeror shall provide in-state technicians employed by a sub-contractor to support the service level agreement (SLA) requirements to handle the on-site maintenance, repair or replacement of the inmate telephones and other Offeror-related equipment at each PA DOC-SCP”. The in-state technician(s) must be trained, certified and available for dispatch to the SCI anytime a system problem cannot be diagnosed or corrected remotely by the Offeror’s Technical Service and Support Center.” **No change to section**

87. Section IV – 3(A) (18)(k): Maintenance and Support Requirements:

Will the Commonwealth consider revising this paragraph to expand the reference to include services and/or personnel provided by a sub-contractor? **A sub-contractor is considered under the auspice of the Offeror therefor this section applies to all sub-contractors.**

The Commonwealth currently uses a dual-trouble ticketing process to track all system and equipment issues for the inmate call control system. This is not identified as a requirement in the bid. Can the Commonwealth clarify if this will be a requirement under this Request for Proposal? **Offeror will need to provide a trouble ticketing process to track all system and equipment issues related to the inmate telephone system.**

88. Section IV – 3(A)(27)(2c-2) Emergency Preparedness:

Will the Commonwealth consider revising this paragraph to expand this reference to include personnel provided by a sub-contractor? **No**

89. Please provide a list of all non-Commonwealth employees that attended the prebid meeting held on November 19th. The Vendor Sign-in Sheet will be posted as an addendum on the emarketplace website: www.emarketplace.state.pa.us

90. At the prebid meeting, the Commonwealth distributed a list of the questions that they have received so far. Due to the complexity of some of the questions, the volume of questions, the answers will more than likely generate the need for additional clarification. For these reasons, we respectfully request that you allow follow-up questions be asked for one week after the publication of the answers. Offeror’s will have an opportunity to submit follow-up questions. Please monitor the emarketplace website: www.emarketplace.state.pa.us for this information.

91. In the RFP on page 37, Item 16 states that you are looking for "Inmate to Inmate Call Detection". These tools carry a substantial premium of additional costs to the consumer and/or commission reductions as they are beyond normal inmate telephone system functionality. These tools can be paid for through a per call fee normally of \$0.25 or commission reductions of up to 7%. Additionally, these tools are but a smaller subset of the overall technology requirements in the RFP. Coupled with the fact that the current Safe Harbor rate for interstate calls is \$0.14 per minute for collect and \$0.12 per minute for prepaid/debit, please explain how we should factor these cost/commission premiums in our financial offer? **It is the vendor's responsibility to consider all requirements of the RFP including Inmate to Inmate calling in developing their pricing and commission structure.**

92. With the volume of questions that the DOC has received thus far, the fact that a revised cost proposal model has not been released as indicated at the prebid meeting, the fact that the FCC order is just now going into effect and still being digested, analyzed and likely contested, the fact that the due date for questions has been extended, and the fact that responses to questions, at the time of the writing of the letter, were to be released by the Commonwealth on November 22, 2013, per the issued RFP we respectfully request that the bid opening date be extended for 30 days to January 16, 2014. This will also allow for ample time to prepare our response with the holiday season fast approaching. **As of now the calendar of events will not change. Please monitor the emarketplace website: www.emarketplace.state.pa.us for any updates including the calendar of events.**

Answer to Question 7

Inmate Telephone Contract Rates

Call Type	Local		Net Call Cost 15 Min	IntraLata		Net Call Cost 15 Min	IntraState (In state LD)		Net Call Cost 15 Min	InterState (Out of state LD)		Net Call Cost 15 Min
	Surcharge	Per Min		Surcharge	Per Min		Surcharge	Per Min		Surcharge	Per Min	
Prepaid	\$1.52	None	\$1.52	\$1.19	\$0.13	\$3.14	\$2.04	\$0.19	\$4.89	\$2.33	\$0.43	\$8.78

Note: Net Call Cost does not include PA Gross Receipt Tax

Call Type	Local		Net Call Cost 15 Min	IntraLata		Net Call Cost 15 Min	IntraState (In state LD)		Net Call Cost 15 Min	InterState (Out of state LD)		Call Cost 15 Min
	Surcharge	Per Min		Surcharge	Per Min		Surcharge	Per Min		Surcharge	Per Min	
Prepay	\$1.60	None	\$1.60	\$1.25	\$0.14	\$3.35	\$2.15	\$0.20	\$5.15	\$2.45	\$0.46	\$9.35

Note: Family and Friends prepaid account provided by inmate telephone provider.

Call Type	Local		Net Call Cost 15 Min	IntraLata		Net Call Cost 15 Min	IntraState (In state LD)		Net Call Cost 15 Min	InterState (Out of state LD)		Call Cost 15 Min
	Surcharge	Per Min		Surcharge	Per Min		Surcharge	Per Min		Surcharge	Per Min	
Collect	\$1.65	None	\$1.65	\$1.45	\$0.15	\$3.70	\$2.35	\$0.26	\$6.25	\$3.50	\$0.50	\$11.00

PART II – PROPOSAL REQUIREMENTS

Revised

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. PADOCC is not paying any cost or fees for the provided service(s). 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 total proposed cost shall be broken down into the following components:

- Blended per Minute Rate for all Intrastate Calls
- Interstate Call per Minute Rate
- Commission percentage
- International Call Rate – **not included in scoring**



Commonwealth of Pennsylvania

Date: 11-27-13
Subject: Follow-up Questions and Answers
Solicitation Number: RFP Inmate Telephone Services 2013-90
Opening Date/Time: 12-16-13/2:00PM
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:

Attached are the Follow-up Questions and Answers 93 through 95

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:

PA Department of Corrections
Attn: Russ Ilgenfritz
1920 Technology Parkway
Mechanicsburg, PA 17050

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: Russ Ilgenfritz
Title: Administrative Officer
Phone: 717-728-3919
Email: rilgenfrit@pa.gov

RFP Inmate Telephone Services 2013-90

Follow-up Questions and Answers

93. It was stated in Addendum #1, Answer #30 that PADOCC will not accept submittals in PDF format. If copies of signed documents are included in the submittal, the only way to include them electronically is to scan them to PDF file. Will the PADOCC accept these submittals as scanned documents? If not, please provide the file format that these signed documents are to be submitted in. **Yes pdf files may be included in the electronic version on CD or Flash Drive. Paper submittals are still required.**
94. Are you expecting commissions to be paid on Gross revenue generated by Interstate calling? **If the FCC ruling is upheld, no**
95. Based upon several answers provided in Addendum #1, it appears that providers are not able to charge FUSF, currently 15.6% (see below), on interstate calls and therefore we are effectively required to subsidize the cost of an interstate call. The actual FUSF rate is established by the FCC and changes quarterly. Based on the recent FCC ruling, cost justified rates are \$0.14 per minute for collect and \$0.12 per minute for prepaid collect/debit which assumes all costs required to complete the call are embedded in these rates. FUSF is not an element that is required to complete the cost of the call and is essentially a tax. Accordingly, we request the ability to charge FUSF for interstate calls.<http://www.fcc.gov/encyclopedia/contribution-factor-quarterly-filings-universal-service-fundusf-management-support>
Until the FCC ruling can be fully vetted both operationally and legally no determination can be made at this time. This issue will best be addressed during the discussion of the Best and Final Offer (BAFO).



Commonwealth of Pennsylvania

Date: 12-9-13
Subject: Revised Cost Submittal Sheet 12-9-13
Solicitation Number: RFP Inmate Telephone Services 2013-90
Opening Date/Time: 12-16-13/2:00PM
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:

Posted as a separate attachment is Revised Cost Submittal Sheet 12-9-13
VENDORS MUST SUBMIT BOTH COST SUBMITTAL SHEETS 1 AND 2

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:

PA Department of Corrections
Attn: Russ Ilgenfritz
1920 Technology Parkway
Mechanicsburg, PA 17050

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: Russ Ilgenfritz
Title: Administrative Officer
Phone: 717-728-3919
Email: rilgenfrit@pa.gov



Commonwealth of Pennsylvania

**ORIGINAL
Cost Submittal**

**A Best and Final Offer
(BAFO) Presented Expressly
for**

**Pennsylvania
Department of
Corrections**

**RFP Number
Inmate Telephone Services 2013-90**

January 30, 2014 by 2PM

Presented to:

Pennsylvania Department of Corrections
Attn: Mr. Russ Ilgenfritz, Issuing Officer
1920 Technology Parkway
Mechanicsburg, PA 17050

Presented by:

Steve Cadwell, DOC Senior Account Executive
Tel: 805-814-1484
Securus Technologies, Inc.,
14651 Dallas Parkway, Ste. 600
Dallas, TX 75254



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TECHNOLOGIES
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Best and Final Offer (BAFO) COST SUBMITTAL SHEET
RFP Inmate Telephone Services 2013-90

Offeror's must submit an itemized cost proposal as identified below. PADOC will evaluate the proposed costs and apply the evaluation formula to determine the relative score for each offer. Proposals must include sufficient, detailed information to support the offered costs.

It is the intention of PADOC that all intrastate calls (collect, prepay, or prepaid/debit) have one flat fee rate. This includes all local, IntraLATA and InterLATA calls. With all call rates remaining consistent during any time of day or day of the week. These rates are subject to any Federal and State regulations or Legislative action. Interstate call rates are to be provided separately.

PADOC understands that the rates shown below are exclusive of Federal, State, Local Taxes, Tariffs and Regulatory Fees. It is understood that these taxes/fees will be charged as a pass-through from the taxing/regulating agency to the called party and that no commission will be paid on these items.

	Avg Minutes	# of calls for FY 2012	Estimated Revenue FY 2012
Included per Minute Rate for all Intrastate Calls (Local, IntraLATA, InterLATA) 9.1%	11	5,348,000	3,366,726
Intrastate Call per Minute Rate 3%	11	160,440	104,126
Total Minute Cost to Compare			3,470,852

* International call rate not included in scoring

Note: The lowest Blended per Minute Rate receives 60% of the maximum cost points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest.

COMMISSION

Proposals must include sufficient, detailed information to support the commission percentage and how this percentage will benefit the inmate welfare fund.

Commission Percentage (input as follows for example 22% = 22)	35.00%	1,214,798.20
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Note: The highest Commission percentage receives 40% of the maximum cost points allowed. All other proposals receive a percentage of the points available based on the commission relationship to the lowest.

Contractor Name:

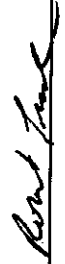
Securus Technologies, Inc.

Address:

14651 Dallas Parkway, 6th Floor

Dallas, TX 75254

Signature of authorized individual submitting costs:



(Signature)

Mr. Robert E. Pickens, Chief Operating Officer

(Title)

THIS SHEET MUST BE INCLUDED WITH THE PROPOSAL, MARKED AND SEALED SEPARATELY (Include in your BAFO COST SUBMITTAL envelope).

Best and Final Offer (BAFO) COST SUBMITTAL SHEET
RFP Inmate Telephone Services 2013-90

Offeror's must submit an itemized cost proposal as identified below. PADOC will evaluate the proposed costs and apply the evaluation formula to determine the relative score for each offer. Proposals must include sufficient, detailed information to support the offered costs.

It is the intention of PADOC that all intrastate and interstate calls (collect, prepay, or prepaid/debit) have one flat fee rate. This includes all local, IntraLATA and InterLATA and interstate calls. With all call rates remaining consistent during any time of day or day of the week. These rates are subject to any Federal and State regulations or Legislative action.

PADOC understands that the rates shown below are exclusive of Federal, State, Local Taxes, Tariff's and Regulatory Fees. It is understood that these taxes/fees will be charged as a pass-through from the taxing/regulating agency to the called party and that no commission will be paid on these items.

	Avg Minutes	# of calls for FY 2012	Estimated Revenue FY 2012
100.00%	11	5,348,000	3,470,852

* International call rate not included in scoring

Total Minute Cost to Compare **3,470,852**

Note: The lowest Blended per Minute Rate receives 60% of the maximum cost points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest.

COMMISSION

Proposals must include sufficient, detailed information to support the commission percentage and how this percentage will benefit the inmate welfare fund.

Computer-generated message (input cost follows for example 22% = 22)

35.00%

1,214,798

Note: The highest Commission percentage receives 40% of the maximum cost points allowed. All other proposals receive a percentage of the points available based on their commission relationship to the lowest.

Contractor Name:

Securus Technologies, Inc

Address:

14561 Dallas Parkway, 6th Floor
Dallas, TX 75254

Signature of authorized individual submitting costs:



(Signature)

Mr. Robert E. Pickens, Chief Operating Officer

(Title)

THIS SHEET MUST BE INCLUDED WITH THE PROPOSAL, MARKED AND SEALED SEPARATELY (Include in your BAFO COST SUBMITTAL envelope).

ORIGINAL
Small Diverse Business Submittal

**A Best and Final Offer
(BAFO) Presented Expressly
for**

**Pennsylvania
Department of
Corrections**

RFP Number
Inmate Telephone Services 2013-90

January 30, 2014 by 2PM

Presented to:

Pennsylvania Department of Corrections
Attn: Mr. Russ Ilgenfritz, Issuing Officer
1920 Technology Parkway
Mechanicsburg, PA 17050

Presented by:

Steve Cadwell, DOC Senior Account Executive
Tel: 805-814-1484
Securus Technologies, Inc.,
14651 Dallas Parkway, Ste. 600
Dallas, TX 75254



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II-9. Small Diverse Business Participation Submittal

A. 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 Small Diverse Business verified by BSBO as a Small Diverse Business must provide a photocopy of their verification letter.

✓ **Securus has read, understands, and complies with this requirement.**

Please see Attachment B for copy of the verification letter from verified SDB subcontractor ShawnTech Communications, Inc.

B. In addition to the above verification letter, the Offeror must include in the Small Diverse Business participation submittal of the proposal the following information:

1. **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.

✓ **Securus has read, understands, and complies with this requirement.**

The percentage of work to be performed by Securus is 70% (seventy percent) of the total cost in the Cost Submittal exclusive of subcontractor and supplier cost.

2. **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:

✓ **Securus has read, understands, and complies with this requirement.**

a) The percentage and dollar amount of each subcontract commitment to a Small Diverse Business;

✓ **Securus has read, understands, and complies with this requirement.**

ShawnTech services represent 30% (thirty percent) of the total cost in the Securus Technologies Cost Submittal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that ShawnTech will receive an estimated \$5,206,278.00 during the initial contract term.

II-9. Small Diverse Business Participation Submittal

b) 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.

✓ **Securus has read, understands, and complies with this requirement.**

The SDB subcontractor to be used is ShawnTech Communications, Inc.

c) The services or supplies each Small Diverse Business will provide, including the timeframe for providing the services or supplies.

✓ **Securus has read, understands, and complies with this requirement.**

ShawnTech Communications will provide required personnel to perform field maintenance services, site administration services, yearly contraband cell phone assessments, assistance of THREADS processing, meeting and exceeding Service Level Agreements. The ShawnTech services will be provided during the initial five year term of the contract and for the additional five optional one-year renewals.

d) The location where each Small Diverse Business will perform services.

✓ **Securus has read, understands, and complies with this requirement.**

All services will be performed at the PADOX facilities located throughout Pennsylvania, by subcontract employees located in Pennsylvania.

e) The timeframe for each Small Diverse Business to provide or deliver the goods or services.

✓ **Securus has read, understands, and complies with this requirement.**

ShawnTech is providing similar services for GTL under the existing contract. Delivery of ShawnTech services will begin as PADOX facilities are installed with Securus services. The ShawnTech services will be provided during the initial five year term of the contract and for the additional five optional one-year renewals.

f) A subcontract or letter of intent signed by the Offeror and the Small Diverse Business (SDB) for each SDB identified in the SDB Submittal. The subcontract or letter of intent must identify the specific work, goods or services the SDB will perform, how the work, goods or services relates to the project, and the specific timeframe during the term of the contract and any option/renewal periods when the work, goods or services will be performed or provided. In addition, the subcontract or letter of intent must identify the fixed percentage commitment and associated estimated dollar value that each SDB will receive based on the total value of the initial term of the contract as provided in the Offeror's Cost Submittal. Attached is a letter of intent template which may be used to satisfy these requirements.

✓ **Securus has read, understands, and complies with this requirement.**

II-9. Small Diverse Business Participation Submittal

Please see letter of intent signed by SDB subcontractor ShawnTech Communications, Inc. in Attachment A.

g) The name, address and telephone number of the primary contact person for each Small Diverse Business.

✓ **Securus has read, understands, and complies with this requirement.**

ShawnTech Communications, Inc.

Lance Fancher, President
1700 Lyons Road, Suite C
Dayton, OH 45458
Tel: 937-898-4724

3. The total percentages and each SDB subcontractor commitment will become contractual obligations once the contract is fully executed.

✓ **Securus has read, understands, and complies with this requirement.**

4. The name and telephone number of the Offeror's project (contact) person for the Small Diverse Business information.

✓ **Securus has read, understands, and complies with this requirement.**

Steve Cadwell will be the Securus project (contact) person for the Small Diverse Business information. Steve Cadwell's telephone number is 805-581-0003 or alternatively, his cell phone number is 805-814-1484.

C. 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.

✓ **Securus has read, understands, and complies with this requirement.**

D. A Small Diverse Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.

✓ **Securus has read, understands, and complies with this requirement.**

E. 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.

✓ **Securus has read, understands, and complies with this requirement.**

Attachments

Attachment A: Letter of Intent

Attachment B: Certification Letter

Attachment A: Letter of Intent

SMALL DIVERSE BUSINESS LETTER OF INTENT

January 27, 2014

Mr. Lance Fancher, President

ShawnTech Communications, Inc.

1700 Lyons Road, Suite C

Dayton, OH 45458

Dear Mr. Fancher,


This letter serves as confirmation of the intent of Securus Technologies, Inc. to utilize ShawnTech Communications, Inc. on RFP Number Telephone Inmate Services 2013-90 issued by the Pennsylvania Department of Corrections.

If Securus Technologies, Inc. is the successful vendor, ShawnTech Communications shall provide required personnel to perform field maintenance services, site administration services, annual contraband telephone assessments, assistance with Treads processing, while meeting and exceeding Service Level Agreements. The ShawnTech services will be provided during the initial five year term of the contract and for the additional five optional one-year renewals.

These services represent 30% (thirty percent) of the total cost in the Securus Best and Final Offer Cost proposal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that ShawnTech will receive an estimated minimum of \$5,206,278.00 during the initial term of the contract. ShawnTech represents that it meets the small diverse business requirements set forth in the RFP and all required documentation has been provided to Securus Technologies, Inc. for its SDB submission.

We look forward to the opportunity to serve the Pennsylvania Department of Corrections on this project. If you have any questions concerning our small diverse business commitment, please contact me at the number below.

Sincerely,



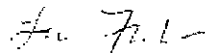
Mr. Robert E. Pickens

Chief Operating Officer

Securus Technologies, Inc

Tel: 972-277-0300

Acknowledged



Mr. Lance Fancher

President

ShawnTech Communications, Inc.

Tel: 937-898-4724

Attachment B: Certification Letter

**NOTICE OF SMALL BUSINESS SELF-CERTIFICATION
AND SMALL DIVERSE BUSINESS VERIFICATION**



The Department is pleased to announce that
SHAWNTECH COMMUNICATIONS INC

has successfully completed the Pennsylvania Department of General Services' process for self-certification as a small business under the Commonwealth's Small Business Procurement Initiative as established by Executive Order No. 2011-09, and is verified as a Small Diverse Business with the following designation(s):

BUSINESS TYPE(s): Procurement Services, Procurement Goods, Information Technology

CERTIFICATION NUMBER: 215800-2013-01-SB-MBE

ISSUE DATE: 01/07/2013

EXPIRATION DATE: 01/07/2015

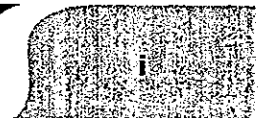
RECERTIFIED DATE: 12/12/2013

A handwritten signature in black ink, appearing to read "Shen Phillips". The signature is written in a cursive style and is positioned above a horizontal line.

Shen Phillips, Secretary
Department of General Services
Commonwealth of Pennsylvania

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II-9. Small Diverse Business Participation Submittal

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A Small Diverse Business verified by BSBO as a Small Diverse Business must provide a photocopy of their verification letter.

✓ **Securus has read, understands, and complies with this requirement.**

Please see Attachment B for copy of the verification letter from verified SDB subcontractor ShawnTech Communications, Inc.

B. In addition to the above verification letter, the Offeror must include in the Small Diverse Business participation submittal of the proposal the following information:

1. **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.**

✓ **Securus has read, understands, and complies with this requirement.**

The percentage of work to be performed by Securus is 70% (seventy percent) of the total cost in the Cost Submittal exclusive of subcontractor and supplier cost.

2. **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:**

✓ **Securus has read, understands, and complies with this requirement.**

a) The percentage and dollar amount of each subcontract commitment to a Small Diverse Business;

✓ **Securus has read, understands, and complies with this requirement.**

ShawnTech services represent 30% (thirty percent) of the total cost in the Securus Technologies Cost Submittal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that ShawnTech will receive an estimated \$5,206,278.00 during the initial contract term.

II-9. Small Diverse Business Participation Submittal

b) 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.

✓ **Securus has read, understands, and complies with this requirement.**

The SDB subcontractor to be used is ShawnTech Communications, Inc.

c) The services or supplies each Small Diverse Business will provide, including the timeframe for providing the services or supplies.

✓ **Securus has read, understands, and complies with this requirement.**

ShawnTech Communications will provide required personnel to perform field maintenance services, site administration services, yearly contraband cell phone assessments, assistance of THREADS processing, meeting and exceeding Service Level Agreements. The ShawnTech services will be provided during the initial five year term of the contract and for the additional five optional one-year renewals.

d) The location where each Small Diverse Business will perform services.

✓ **Securus has read, understands, and complies with this requirement.**

All services will be performed at the PADOX facilities located throughout Pennsylvania, by subcontract employees located in Pennsylvania.

e) The timeframe for each Small Diverse Business to provide or deliver the goods or services.

✓ **Securus has read, understands, and complies with this requirement.**

ShawnTech is providing similar services for GTL under the existing contract. Delivery of ShawnTech services will begin as PADOX facilities are installed with Securus services. The ShawnTech services will be provided during the initial five year term of the contract and for the additional five optional one-year renewals.

f) A subcontract or letter of intent signed by the Offeror and the Small Diverse Business (SDB) for each SDB identified in the SDB Submittal. The subcontract or letter of intent must identify the specific work, goods or services the SDB will perform, how the work, goods or services relates to the project, and the specific timeframe during the term of the contract and any option/renewal periods when the work, goods or services will be performed or provided. In addition, the subcontract or letter of intent must identify the fixed percentage commitment and associated estimated dollar value that each SDB will receive based on the total value of the initial term of the contract as provided in the Offeror's Cost Submittal. Attached is a letter of intent template which may be used to satisfy these requirements.

✓ **Securus has read, understands, and complies with this requirement.**

II-9. Small Diverse Business Participation Submittal

Please see letter of intent signed by SDB subcontractor ShawnTech Communications, Inc. in Attachment A.

g) The name, address and telephone number of the primary contact person for each Small Diverse Business.

✓ **Securus has read, understands, and complies with this requirement.**

ShawnTech Communications, Inc.
Lance Fancher, President
1700 Lyons Road, Suite C
Dayton, OH 45458
Tel: 937-898-4724

3. The total percentages and each SDB subcontractor commitment will become contractual obligations once the contract is fully executed.

✓ **Securus has read, understands, and complies with this requirement.**

4. The name and telephone number of the Offeror's project (contact) person for the Small Diverse Business information.

✓ **Securus has read, understands, and complies with this requirement.**

Steve Cadwell will be the Securus project (contact) person for the Small Diverse Business information. Steve Cadwell's telephone number is 805-581-0003 or alternatively, his cell phone number is 805-814-1484.

C. 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.

✓ **Securus has read, understands, and complies with this requirement.**

D. A Small Diverse Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.

✓ **Securus has read, understands, and complies with this requirement.**

E. 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.

✓ **Securus has read, understands, and complies with this requirement.**

Attachments

Attachment A: Letter of Intent

Attachment B: Certification Letter

Attachment A: Letter of Intent

SMALL DIVERSE BUSINESS LETTER OF INTENT

January 27, 2014

Mr. Lance Fancher, President

ShawnTech Communications, Inc.

1700 Lyons Road, Suite C

Dayton, OH 45458

Dear Mr. Fancher,


This letter serves as confirmation of the intent of Securus Technologies, Inc. to utilize ShawnTech Communications, Inc. on RFP Number Telephone Inmate Services 2013-90 issued by the Pennsylvania Department of Corrections.

If Securus Technologies, Inc. is the successful vendor, ShawnTech Communications shall provide required personnel to perform field maintenance services, site administration services, annual contraband cell phone assessments, assistance with Treads processing, while meeting and exceeding Service Level Agreements. The ShawnTech services will be provided during the initial five year term of the contract and for the additional five optional one-year renewals.

These services represent 30% (thirty percent) of the total cost in the Securus Best and Final Offer Cost proposal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that ShawnTech will receive an estimated minimum of \$5,205,278.00 during the initial term of the contract. ShawnTech represents that it meets the small diverse business requirements set forth in the RFP and all required documentation has been provided to Securus Technologies, Inc. for its SOB submission.

We look forward to the opportunity to serve the Pennsylvania Department of Corrections on this project. If you have any questions concerning our small diverse business commitment, please contact me at the number below.

Sincerely,



Mr. Robert E. Pickens

Chief Operating Officer

Securus Technologies, Inc.

Tel: 972-277-0300

Acknowledged



Mr. Lance Fancher

President

ShawnTech Communications, Inc.

Tel: 937-898-4724

Attachment B: Certification Letter

**NOTICE OF SMALL BUSINESS SELF-CERTIFICATION
AND SMALL DIVERSE BUSINESS VERIFICATION**



The Department is pleased to announce that
SHAWNTECH COMMUNICATIONS INC

has successfully completed the Pennsylvania Department of General Services' process for self-certification as a small business under the Commonwealth's Small Business Procurement Initiative as established by Executive Order No. 2011-09, and is verified as a Small Diverse Business with the following designation(s):

BUSINESS TYPE(s): Procurement Services, Procurement Goods, Information Technology

CERTIFICATION NUMBER: 215800-2013-01-SB-MBE

ISSUE DATE: 01/07/2013

EXPIRATION DATE: 01/07/2015

RECERTIFIED DATE: 12/12/2013

A handwritten signature in black ink, appearing to read "Sheri Phillips".

Sheri Phillips, Secretary
Department of General Services
Commonwealth of Pennsylvania



pennsylvania
DEPARTMENT OF GENERAL SERVICES

January 24, 2014

Lance Fancher
Shawntech Communications Inc
1700 Lyons Road
Suite C
Dayton, OH 45458

Certification Number: 215800-2013-01-SB-MBE
Expiration Date: January 07, 2015
Business Types: Procurement Goods, Information Technology,
Procurement Services

Dear Lance Fancher: -----

The Bureau of Small Business Opportunities has reviewed your request for verification along with your supporting documents. I am pleased to inform you that the Commonwealth has verified your company as a Small Diverse Business, Minority Business Enterprise (MBE). An automatic email was generated with a copy of your new certificate designating your Small Diverse Business status. If you need to obtain a copy of your Small Diverse Business certificate it can be reprinted on Step 5 within the Small Business Procurement Initiative (SBPI).

Please understand that the information you provided for verification was represented as being true and correct. Please know that the Commonwealth shall treat any misstatement as fraudulent concealment of the true facts punishable as a crime under Section 4904 of the Pennsylvania Crime Code, Title 18, of Pa. Consolidation Statutes relating to unsworn falsification to authorities

Your verification is valid until the expiration date noted above unless it becomes necessary for BSBO to revoke your participation from the Small Diverse Business program. For additional information or assistance, please contact Bureau staff at (717) 705-2398 or (717) 346-8105 or by email at ra-bsboverification@pa.gov. Best wishes in your business endeavors.

Sincerely,

DeShawn A. Lewis, Director
Bureau of Small Business Opportunities (BSBO)



Pennsylvania Department of Corrections

Mr. Russ Ilgenfritz
Issuing Officer
1920 Technology Parkway
Mechanicsburg, Pennsylvania 17050

Dear Mr. Ilgenfritz,

Securus is very pleased to have been selected for contract negotiations and looks forward to next steps with the Commonwealth.

Per your request, the following is a summary of the discussions that took place via video conference today, March 26, to discuss the five general items provided by the Commonwealth.

The meeting began with an overview by Ms. Gayle Nuppau regarding the stringent requirements associated with the Small Diverse Business commitment proposed by Securus. Ms. Nuppau emphasized the quarterly usage reporting requirement and explained that reports *must* be received each quarter and that, while the reporting process is transitioning to an on-line process, in the near-term, reporting will be via hard copy (email acceptable).

1. FCC Changes including any commission on interstate calls:

Securus provided a discussion of the latest Appeals Court ruling regarding the FCC Order related to rates and commissions for interstate calling. We discussed clarification in the Addendum (Question & Answer Number 94) that addressed the Department's expectations related to commissions on interstate calling. The Department was not expecting commissions on interstate calling if the FCC ruling was upheld (which it was).

2. Commission on Intrastate calls:

Securus provided an opinion after receiving a question from the Commonwealth regarding potential impact on intrastate calling rates by the FCC. Securus replied that there has been some discussion by the FCC regarding the potential to influence intrastate calling rates for inmates; however it is not clear how the FCC could mandate or regulate intrastate rates since the FCC generally regulates interstate rates only.

3. Revenue on usage rates:

We discussed the likely increase in call volumes as a result of the significant rate reduction and that commissions would be paid on those volume increases. There was also discussion about the need for increasing the number of telephones as minutes of usage will be increasing. We discussed initial installation occurring with approximately the same number of telephones and then identifying where to expand the number of telephones based on actual and historical usage.

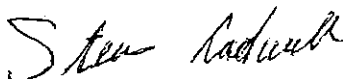


5. Implementation Strategy:

Discussion centered on strategy and timing of implementation. We discussed the various phases of implementation, how to address incumbent phones, recordings, transfer of inmate debit balances, and integrations required for a successful implementation. Securus described the implementation process and various steps, including the "long pole in the tent" which is the ordering, installing, and turn-up of the access lines to the correctional facility. Securus explained that this process generally takes between 30 and 60 days but could be longer depending on circuit availability of the local service provider. Significant discussion took place on the timing of when to begin this process with Securus indicating that we are willing to invest in planning, ordering and beginning site visits as soon as possible (immediately after Securus signs the contract). The Commonwealth also wants to meet on integration requirements and to begin discussions on other key activities in the implementation plan.

The meeting ended with Mr. Ilgenfritz requesting that Securus provide a summary of the discussions and to expect a contract from the Commonwealth. Securus will sign first and send back to the Commonwealth.

Sincerely,



Steve Cadwell, National Sales Manager
Securus Technologies, Inc.
543 Country Club Drive
Suite B544
Simi Valley, CA 93065
805-581-0003



January 10, 2014

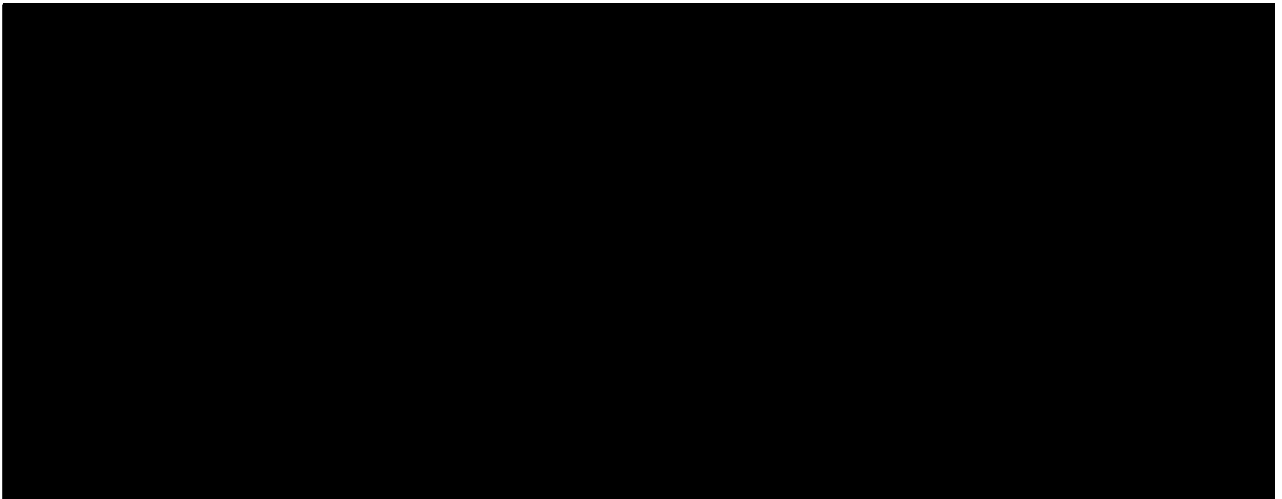
Securus Technologies, Inc. 14651 Dallas
Parkway, Ste. 600 Dallas, TX 75254

Re: RFP #Inmate Telephone Services 2013-90 Dear Mr.

Dear Mr. Cadwell:

The Commonwealth of Pennsylvania, Department of Corrections has reviewed your proposal in response to this RFP and there are a few responses that require clarification.

Please provide clarification for the following:



2.) II-2. Management Summary – Dedicated Support to the PADO, page 23

In your response it states: Securus has proposed 24 dedicated employees to provide daily service and support to the Department to make the most of your Secure Call Platform. Four full-time technicians, 19 system administrators, and one program manager will work daily to perform all functions related to the normal day-to-day operation and maintenance of the inmate telephone system and resolve any open trouble tickets and then begin proactive work on any other items the PADO identifies.

II-3. Work Plan – 18 (b). Maintenance and Support Requirements In your response it states:

Securus will provide a system administrator (SA) for each SCI. All Securus administrators are trained and equipped to perform all functions related to the normal day-to-day operation and maintenance of the inmate telephone system including, but not limited to, the following: training of PADO staff, line testing, equipment testing, database information collection, data screening, data input, standard and custom report generation, PIN administration, etc.



Question is: Which one of these statements is the correct statement?

Both are correct. That is, Securus will maintain the existing Shawntech Site Administrative staff in place and do so based on the existing resource site configuration deployment today through our partnership with Shawntech Communications. That is to say, Securus will continue to employ all site administrators in place today. These Site Administrators are responsible for all SCI locations and will continue to be responsible for all SCI locations and located in the existing SCI facilities.

Based on our discussions with Shawntech Communications, there are currently 19 site administrators responsible for all SCI locations. Securus will commit to providing the same number of Site Administrators as are currently provided for in the existing Shawntech/GTL agreement.

Securus Site Administrators will provide all functions related to the normal day-to-day operation and maintenance of the inmate telephone system including, but not limited to, the following: training of PADO staff, line testing, equipment testing, database information collection, data screening, data input, standard and custom report generation, PIN administration, etc.

Please email your response **no later than 11:30AM (est), Monday, January 13, 2014** to Russ Ilgenfritz at rilgenfrit@pa.gov

Thank you for your assistance.

Russ Ilgenfritz Administrative Officer PA Department of Corrections

**ORIGINAL
Technical Proposal
An RFP Solution Presented
Expressly for**

**Pennsylvania
Department of
Corrections**

**RFP Number
Inmate Telephone Services 2013-90
December 16, 2013 by 2PM**

Presented to:

Pennsylvania Department of Corrections
Attn: Mr. Russ Ilgenfritz, Issuing Officer
1920 Technology Parkway
Mechanicsburg, PA 17050

Presented by:

Steve Cadwell, DOC Senior Account Executive
Tel: 805-814-1484
Securus Technologies, Inc.,
14651 Dallas Parkway, Ste. 600
Dallas, TX 75254



SECURUS™
TECHNOLOGIES
connecting what matters™

**APPENDIX D - PROPOSAL COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
PA DEPARTMENT OF CORRECTIONS
RFP# Inmate Telephone Services 2013-90**

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

Offeror Information:	
Offeror Name	Securus Technologies, Inc.
Offeror Mailing Address	14651 Dallas Parkway, Suite 600 Dallas, Texas 75254
Offeror Website	www.securustech.net
Offeror Contact Person	Steve Cadwell
Contact Person's Phone Number	805-814-1484
Contact Person's Facsimile Number	972-277-0514
Contact Person's E-Mail Address	scadwell@securustech.net
Offeror Federal ID Number	75-2722144
Offeror SAP/SRM Vendor Number	0000415645

Submittals Enclosed and Separately Sealed:	
<input checked="" type="checkbox"/>	Technical Submittal
<input checked="" type="checkbox"/>	Small Diverse Business Participation Submittal
<input checked="" type="checkbox"/>	Cost Submittal

Printed Name Mr. Robert E. Pickens
Title Chief Operating Officer

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

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Transmittal Letter

December 12, 2013

Pennsylvania Department of Corrections
Attn: Mr. Russ Ilgenfritz, Issuing Officer
1920 Technology Parkway
Mechanicsburg, PA 17050

RE: RFP Number Inmate Telephone Services 2013-90

Dear Mr. Ilgenfritz:

The following proposal is a response to your Request for Proposal (RFP) for Inmate Telephone Services 2013-90. We believe our proposal offers you exceptional combination of experience and resources to meet your needs for an inmate telephone system.

Our pre-RFP process, which is designed to do all we can to understand your unique operating environment, has included a review of your existing agreement with GTL, discussions with your key staff during Corrections conferences and closely reviewing information received through the Commonwealth Right to Know process. As a result, you will find our proposal reflects an understanding of your existing services, processes, and possible gaps in requirements. We have interviewed your existing maintenance provider (ShawnTech) to understand their role in providing services to the PADO. We have visited your existing video visitation centers at the Scotland Yard locations and have spoken with the principals and users of the service. We have carefully examined the call volume and revenue data you have provided in your RFP and compared it to previous year's information to understand your trends. We have considered information regarding your efforts to address contraband cell phones in your facilities.

The resulting proposal we respectfully submit herein is a reflection of that fact finding and includes solutions that are consistently held in high regard by our other DOC customers including the Missouri DOC, the Illinois DOC, the New Mexico DOC and the Connecticut and Florida DOCs. We have only proposed systems, features, and functionality that are consistent with your operating environment, directly address your RFP requirements, and that may add value to other areas of your operations.

For example, you will find our proposal includes our Securus Video Visitation solution, which can be deployed to improve your existing virtual video visitation offering and can be offered in concert with the current Scotland Yard solution. This is being proposed as a result of our fact finding and is designed to directly address specific shortcomings in the existing virtual video conferencing offering through Scotland Yard. Securus understands that this is a service you are providing under a totally separate agreement however, we believe it should be a part of inmate communications services that can be provided by Securus under this agreement.

Transmittal Letter

Similarly, we are proposing a creative cellular telephone/detection solution that will enhance investigative and intelligence capabilities and at the same time help eliminate contraband cell phones in your facilities.

The decision you make regarding this RFP will have long-term effects on your ability to provide "an innovative, State-of-the-Art, "Hosted" solution for inmate telephone service and call monitoring and recording system, which will provide inmates confined to PADOc institutions with a highly reliable, high quality service to call family and friends, give the PADOc the capability to perform oversight and monitoring of inmate telephone calls and fund the inmate general welfare fund."

Since the initial term will be a five (5) year agreement, the decision you make today will have to anticipate partnering with a company that will be able to offer you a continuum of solutions throughout the coming five years and longer. Securus is the leader in technology development as evidenced by our 100+ patents and our history of introducing the first wholly owned video visitation solution and industry-leading investigative software; both of which were designed to address specific customer requests. We urge you to speak with our references and seek to understand why those clients changed from their existing provider, GTL; and selected Securus during their RFP process. More importantly, ask them if they made the correct decision.

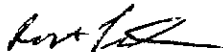
As per the RFP requirements, Securus is prepared to provide the PADOc with a live demonstration of our proposed solutions. We propose to present these demonstrations at the Connecticut DOC, if we are privileged to be selected as a finalist. During this demonstration Securus can have our existing Connecticut Department of Corrections staff demonstrate some of our features and functionality so that you may have the opportunity to ask them questions. Further, we will make available time during the presentation schedule for a completely confidential session between you and the Connecticut DOC, without any Securus representatives, so that you may receive a completely "unvarnished" view of our ability to deliver on our promises. This session will provide the PADOc with a forum to speak with industry colleagues without the traditional "sales speak" and ask pointed questions that are critical to selecting the best vendor.

We look forward to working with the Pennsylvania Department of Corrections and we are committed to providing you with a state-of-the-art inmate telephone system and other ancillary services at no cost, that will allow you to generate revenues, enhance security and deliver superior customer service for inmates, staff and friends and family members.

Your contact for this response is your DOC Senior Account Executive Steven Cadwell. He can be reached at (805) 581-0003 (office), (805) 814-1484 (cell) or by email at scadwell@securustech.net.

Thank you for the opportunity to submit our proposal.

Sincerely,



Robert E. Pickens, Chief Operating Officer
Securus Technologies, Inc.
14651 Dallas Parkway, Suite 600
Dallas, Texas 75254
972-277-0300
bpickens@securustech.net

Executive Summary

Enhancing Communications, with a Centralized Platform at the Pennsylvania Department of Corrections

The Opportunity and Challenge

"The Pennsylvania Department of Corrections (hereinafter referred to as "PADOC") seeks an Offeror to provide an innovative, State-of-the-art, "Hosted" solution for inmate telephone service and call monitoring and recording system which will provide inmates confined to PADOC institutions with a highly reliable, high quality service to call family and friends, give the PADOC the capability to perform oversight and monitoring of inmate telephone calls and fund the inmate general welfare fund. "

In the statement above you have clearly identified your requirement. Securus' proposal will provide the Pennsylvania Department of Corrections with a fully hosted, state-of-the-art, innovative inmate calling system that includes comprehensive call monitoring and recording and the best customer service in the industry. You will be able to perform oversight and monitoring of all calls and we offer a reasonable commission that will fund the inmate general welfare fund for the next five (plus) years and at the same time offer competitive and reasonable calling rates which substantially reduces the cost of calling to inmates and friends and family.

Now, every vendor that presents a response to your RFP will be saying the same thing as we have said above. However, not every proposal will be as it seems. There is clear differentiation in the market between vendors. There are clear differences between how each company supports, services, and commits to a contract over the five-year contract period. We believe it is critical that the PADOC view these differences during your deliberations and put heavy weighting on the "intangibles" associated with the vendors in this market including their history of delivering on promises, references, and recent customer service history.

If you consider the evolution of inmate communications technology and the dramatic change in vendors in this industry over the course of your last RFP and contract, it provides a lesson on what to expect in the next ten years. This continued technology change and the consolidation of vendors is expected to continue throughout the coming five years. The challenge then becomes how to select the best partner vendor who will not only delivery on the promises of the RFP response but also continue to add NEW solutions and technologies that address NEW PADOC challenges over the course of the contract. Most certainly your needs will change over the course of the next five years, so should the vendor you select be able to adapt and invest in the PADOC.

Securus Response to Technical Requirements

SCP Inmate Telephone System

The foundation of our proposal is our Securus Call Platform (SCP) which is the most utilized centralized inmate calling platform in the industry today. We process more than 125 million inmate calls per year that create more than 1.4 billion minutes of use per year. We serve more than 2,000 jails across the country that generate 250,000 calls per day or more and provide this same platform to ten State DOCs at all of their facilities. Securus' most recent awards were the Illinois Department of Corrections, Missouri Department of Correction, the New Mexico Department of Correction, the Louisiana DOC and the Connecticut DOC. In all cases, these DOCs put their trust in Securus and our SCP calling platform after competitive bids that included the very same companies that we expect you will see in your bidding process. In each case these new customers determined that Securus was the best company for them and that the SCP inmate calling platform outdistanced the other competitors in its ability to deliver new features and grow with them throughout the contract period. Whether it is a large complex DOC such as the Illinois DOC, Florida DOC, or the Missouri Department of Corrections or a smaller but no less complex Connecticut DOC or New Mexico DOC, our SCP inmate calling platform is providing connections to friends and family for inmates in all of those locations. Similarly, the Butler County, Toga County, Erie County, Allegheny County and Columbia County jails in Pennsylvania, to name a few; all rely on Securus for their inmate phone, call recording and investigative services and have trusted us with their business.

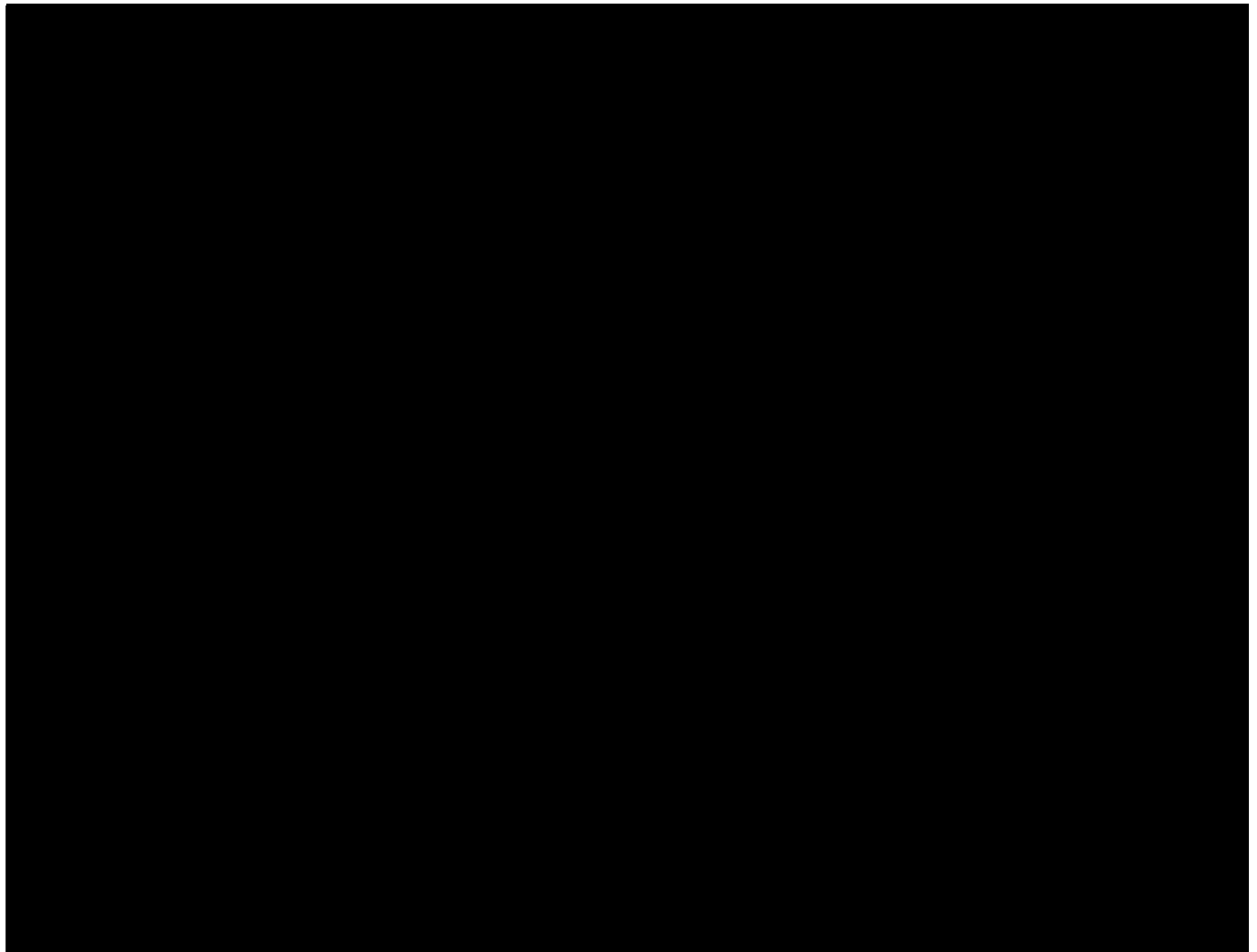
The PADO is a very important potential customer to Securus. Based on our fact finding and our understanding of your current operating environment coupled with our experience in transitioning GTL accounts to Securus, we know you will see vast improvements. We are certain that the transition will result in substantial reduction in manual PIN processes, immediately improve your customer service to friends and family, and show dramatic improvement in reducing the cost of an inmate call. We also know that reducing calling rates and providing better service increases call volumes. We can also predict that you will enjoy more technology to address acute needs such as addressing the issue of cell phone proliferation inside prisons and a higher level of investigative services

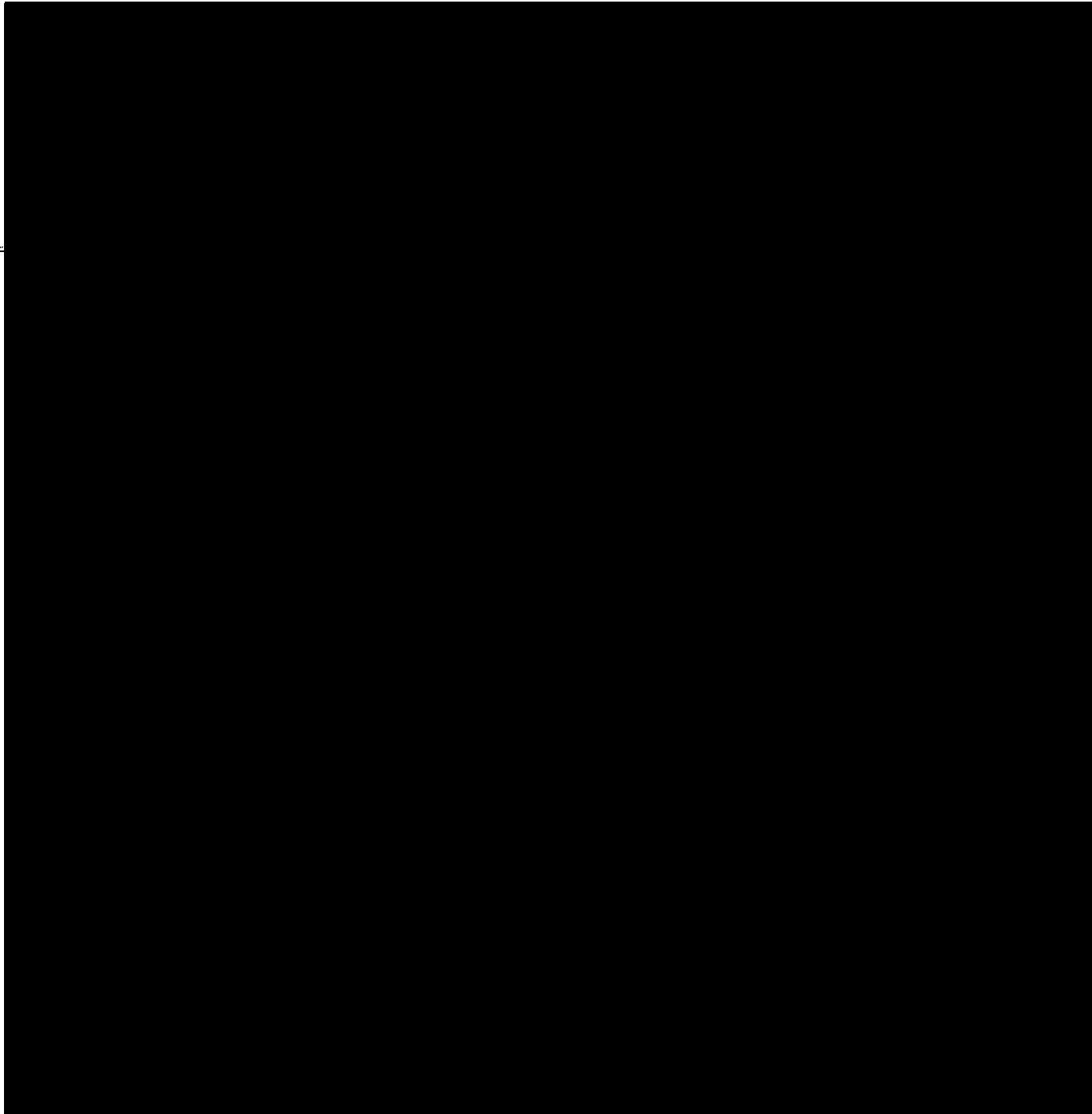
We know that no two DOCs are the same. We know that the PADO has unique and challenging requirements that are associated with the age of your facilities, the administrative policies you deploy and the unique requirements of your inmate mix. Our experience in the DOC market has taught us to carefully study your existing operating environment by collecting data through RTK requests, visiting with your key administrators to ask questions and understand their concerns and speaking with your existing contractors and vendors. We have completed these tasks and as a result our proposal reflects that knowledge. Our proposal is NOT a generic re-do of other DOC responses nor does it make promises we can't or don't intend to keep.

Executive Summary

We urge you to carefully compare our proposal to others you have received with an eye towards the following:

- Does the proposal reflect a unique and specific understanding of your current operating environment?
- Does the proposal identify specific knowledge of your unique needs and “pain points”?
- Does the company have a history of delivering on their promises and would the referenced customer select them again?
- How strong is the account team experience and have you seen them at conferences and industry forums in the past, which may indicate their commitment to understanding the industry and working with key partners?
- Do they own and operate all of their proposed solutions? In those instances where they are proposing to partner, why have they chosen the partner? Have they chosen them because they are the best for the PADO or the best for the prime contractor?





Maintenance

The transition to a fully hosted solution for your inmate calling will have a dramatic impact on your maintenance requirements and as a result, the provider you select must have direct experience with the inmate calling system proposed. Since one of the advantages of a hosted solution is the elimination of the on-site equipment, except for routers and the traditional punch blocks; the PADOCC can expect fewer visits to the facility and no lost call recordings or need to reboot servers.

Executive Summary

In your new hosted environment, service calls are generally limited to the repair of handset cords, phone replacement, and issues with internal station wiring. Securus will conduct required preventative maintenance services to ensure phones, ancillary equipment and all wiring is operating properly.

At all times, service requirements associated with inmate phones, handset cords or Securus provided equipment will be the result of a facility staff member or the site administrator contacting our 24X7X365 service center where Securus will immediately take the appropriate action and dispatch service personnel to the site when necessary.

The proposals you will review will undoubtedly include proposals by the prime contractor who will subcontract the maintenance portion of their offerings. So will Securus. To achieve the benefit associated with the use of a Small Diverse Business, Securus has selected you're your existing service and maintenance provider, ShawnTech Communications, as our maintenance partner. We have done so after careful consideration of your requirements, discussion with ShawnTech regarding Securus' level of expectations for the PADOc and an eye towards being able to offer the PADOc a reasonable commission and reduced calling rates. We carefully evaluated and considered other maintenance partners, but selected ShawnTech Communications based on our ongoing experience with them serving the Missouri DOC with us and to ensure we could provide the PADOc with additional ancillary services that would address specific needs; at the same time increasing service quality and customer focus.

Training

Securus will provide training covering all SCP features, including THREADS, to the PADOc. Experienced Securus employees conduct all training through online instructor-led classes or on-site, one-on-one, and classroom training sessions at no cost to you. We deliver standard training using both hands-on experience with your data and using instructor demonstrations to ensure each trainee understands all SCP concepts.

Securus training programs enable facility staff to use all features the first day of installation. Since products are Web-based, after a two- to three-hour training session most personnel find it easy to maneuver through the features immediately.

In addition to standard training, Securus will work with you to customize your in-classroom and online training experience to meet the unique needs of your staff and facility. We offer separate classes focused on different agency functions such as, creative investigations, well-organized live call monitoring, and efficient system administration. Training for product upgrades, new facility staff, or a general refresher course is offered when and wherever needed. Most refresher training is through online instructor-led courses available twice a month throughout the year—*Securus ongoing training ensures your staff always "stays on top" current and newly released SCP features.*

Small Diverse Business Partnership

As indicated above, Securus proposes to provide maintenance services through the utilization of ShawnTech Communications which is already certified by DGS as a Small Diverse Business and is your current service provider under the GTL contract.

Our proposal includes the deployment of ShawnTech Communications for maintenance, site administration, and assistance with investigative initiatives. ShawnTech Communications is a Securus partner in our Missouri DOC contract and has provided excellent services to the Missouri DOC which reflects specific Securus service and maintenance requirements which we believe, when deployed at the PADO, will increase your level of service and responsiveness. In this configuration, Securus/ShawnTech will retain site administrators at each of the designated sites across the Commonwealth and service technicians will be strategically located throughout the Commonwealth of Pennsylvania to ensure compliance to your SLA requirements. However, prior to final deployment, Securus will seek input from the PADO on the retention of these personnel and will take any action required by the PADO.

The PADO will receive excellent site administration and maintenance services and it will be performed by qualified personnel that will be held accountable by Securus for exceeding your expectations and SLAs. You will be provided with all required reporting and we will be meeting with DOC personnel to gain your feedback on our service and discuss any changes or additions required.

Why Securus?

DOCs across the country have recently chosen Securus and our Secure Call Platform for some very good reasons.

- **First**, we take customer service to the DOC, to the Prisons, and to family and friends very seriously. So much so that we have invested millions of dollars over the last two years to build and operate our own customer service center in Dallas, Texas. The Securus Customer Billing Service (CBS) is always available and can address any issue that may arise, any time of the day or night. Our technical support center is also available to address any issues that may arise from any of the PADO prisons. Our call center agents will know your account and be ready to assist.
- **Second**, we have the largest and best supported inmate calling platform in the industry. Our Secure Call Platform (SCP) is DOC ready and has the scalability and flexibility to deliver innovative and exclusively Securus investigative services and the maximum number of calling options for inmates. Our centralized platform allows us to offer our clients the ability to access call recordings from ALL SCP users. That means that PADO investigators will have access to inmate calls (both live and recorded) from locations such as Butler County, Allegheny County and more than 10 other jails in Pennsylvania! And finally, our SCP inmate calling platform is upgraded an average of three times per year and will provide the Pennsylvania DOC with continued technology upgrades at no cost to the DOC.

Executive Summary

- **Third**, our account and technical teams are the best in the industry. Securus spends hundreds of thousands of dollars a year training and certifying our teams in customer focused account management and sales, technical training and product development. Our proposal includes a full time account Business manager and full time site administrators that will report to you and will be evaluated each year based on deliverables and customer satisfaction.
- **Fourth**, our strong financial commitment to the industry and to our client base is leading the industry as other competitors either sell out or are absorbed by competitors. This results in a difficult customer service challenge when a company has several calling platforms to support. Difficult to train, diagnose and react to customer issues when multiple calling platforms are in the market under the same company. Securus is committed to the SCP calling platform and is financially strong. Our financials are available for your to review and can easily be compared to our competitors favorably

Securus is committed to the SCP calling platform and is financially strong. Our financials are available for you to review and can easily be compared to our competitors.

Conclusion

The inmate telephone business is changing drastically and quickly. Essentially, the phone system has become the enabler which provides a gateway for other inmate communication services. The PADOCC must select an experienced, financially stable partner that can continue to offer innovative technologies throughout the contract period and have the existing resources to provide excellent friends and family customer service. All of this, and more, requires that the company you select continue to invest in new technology, develop their own solutions and dedicate the resources and personnel over the course of the agreement. The company you select must also be a good partner; first to the PADOCC but also a good partner to the subcontractors that become an essential part of the service delivery process. Good partners make for good service. These fast changing market conditions will require the PADOCC to view the final selection of your preferred vendor very differently than the last time you contracted for inmate phone services. It will require a different kind of a vendor. It will require a vendor that views the market differently. That vendor is Securus.

Securus will implement our system on time; it will be deployed to ensure your data, including call recordings, are safe and available at any time. We will provide you the best customer service in the industry and that includes customer service to friends, family, and facilities. Our account team will be the most experienced in the industry and will be meeting with you on a weekly basis and be held accountable; to present new technologies and solutions that are designed to address specific PADOCC needs.

But perhaps our CEO, Mr. Rick Smith says it best:

"We will provide the best customer service, the best calling platform, and the best economics to the Pennsylvania Department of Corrections. You have my word."

- Rick Smith, CEO, Securus Technologies, Inc.

II-1. Statement of the Problem

State in succinct terms your understanding of the problem presented or the service required by this RFP.

● **Securus has read, understands, and complies with this requirement.**

The Pennsylvania Department of Corrections (PADOC) is seeking an established prime contractor with a qualified Small Diverse Business (SDB) partner that has experience providing service to Department of Correction facilities. A vendor that is willing to commit to an agreement for a minimum of five years or more, provide a secure, state-of-the-art, fully hosted inmate telephone system, call monitoring and recording for the PADOCs correctional environment. A service solution that will deliver inmates confined to PADOC institutions with a highly reliable and affordable service to call family and friends, give the PADOC the support and capabilities to perform oversight and monitoring of inmate telephone calls while maximizing contributions to the inmate general welfare fund.

The qualified vendor will be required to complete a smooth and non-compromising transition for the current premise-based calling platform to a fully hosted system.

The requirements of the RFP dictate that the PADOC will select a vendor that can provide:

1. An inmate telephone system that includes
 - a. Clear, precise operational standards capabilities addressing
 - i. Inmate Telephone Service
 - ii. Monitoring and Recording
 - iii. Investigative and Intelligence Capability
 - b. Industry tested station equipment
 - c. Robust call control features
 - d. Standard and customized reporting capabilities
 - e. Prepaid calling capabilities
 - f. Identifiable environmental considerations
 - g. A site demonstration
2. Contractor Qualifications
 - a. Specific inmate communications experience
 - b. Provide experienced personnel and train PADOC staff
 - c. Verifiable reference list that is relative to the requirements of this RFP
3. Monitoring and Recording
 - a. Clear operational standards
 - b. System capability consistent with monitoring and recording required by the PADOC
 - c. Easy to use
 - d. Features and functions verified during site demonstration

II-1. Statement of the Problem

4. Investigative and intelligence capability
 - a. Clear operational standards
 - b. Easy to use
 - c. Identifiable and differentiated investigative and intelligence features
 - d. Features and functions verified during site demonstration
5. Maintenance capabilities that include
 - a. Warranty considerations
 - b. Maintenance centers relative to PADOC requirements
 - c. Experience personnel
 - d. Clear standards for repair
 - e. Liquidated damages
 - f. Preventative maintenance plan
 - g. Clear lines of obligation and responsibility for maintenance
6. Training that includes
 - a. A facility-tailored training schedule
 - b. Comprehensive training for all required PADOC staff
 - c. A follow up plan after initial install and after any training
 - d. Quality training materials and applications
 - e. Specialized training by user needs
7. Cost
 - a. Lower rates than current rates charged for inmate telephone calls
 - b. Single blended rate per minute
 - c. Flexible calling options that include
 - i. Inmate Prepaid Service (Inmate Debit)
 - ii. Friends and Family Prepay Service
 - iii. Friends and Family Traditional Collect Call Service
8. Commissions
 - a. Percentage of total gross revenue generated
 - b. Paid monthly
 - c. Maintain complete and accurate call accounting records
 - d. Retrievable and print format or electronic media
9. Small Diverse Business Participation
 - a. Develop initiatives to create more opportunities in procurement for small businesses
10. Domestic Workforce Utilization
 - a. Commitment to use domestic workforce in fulfillment of the contract

Securus has thoroughly reviewed all of the requirements of the PADOC RFP and is confident in our organization's ability and commitment to exceed the Commonwealth's expectations listed above.

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.

- **Securus has read, understands, and complies with this requirement.**

Description of Proposed Effort

The PADOE is looking for a new, state-of-the-art, "Hosted" solution for inmate telephone services, including call monitoring and recording. PADOE requires a highly reliable and high quality solution for all users of the service. The proposed effort to deliver this new system is described below.

As the prime contractor for all services, Securus will be the sole point of contact for all contractual matters, including providing all of the requested services at no cost to PADOE.

Over the past two years Securus has put forth similar efforts to replace previous providers servicing DOCs in the States of Illinois, Connecticut, Louisiana, and Missouri. Each effort was unique; however, each DOC required the same type of approach that is being required by PADOE.

Securus is confident that each of the four customers listed above will tell you that the effort demonstrated by Securus and delivery of the new system was by far the best transition of services that they have ever experienced, with any vendor.

Our proposed effort in delivering a new system to PADOE includes a goal of PADOE being more satisfied than our recently installed DOC customers listed above.

Our Corporate purpose is (1) to be the best in the industry in providing inmate phone systems and related services and (2) to bring an array of highly valued new capabilities to meet the broader set of needs for corrections and law enforcement.

We offer the following historical and on-going efforts to deliver the required services:

- Securus possesses unrivaled experience and innovation in the provision of inmate communications combined with our first-hand knowledge of the challenges and obstacles faced by a vast array of correctional facilities nationwide, thus allowing Securus to propose the optimum solution for the PADOE driven by best practices of department of correction agencies nationwide.
- Securus designs implements and maintains our own end-to-end inmate telecommunication systems as our core business. In addition to the highest levels of security and service for our systems, Securus focuses on ease of use and access by administrators and investigators when designing our technologies.

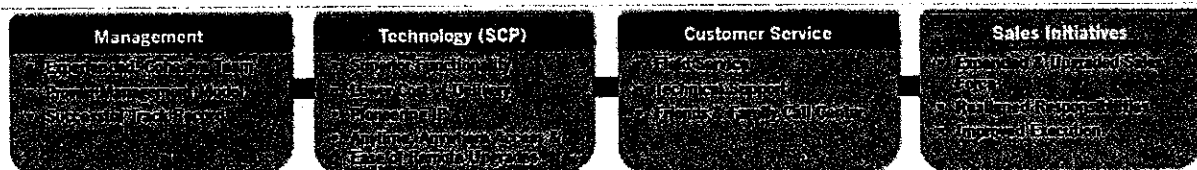
II-2. Management Summary

- The people of Securus work relentlessly to offer unequaled expertise, superior service, and industry-leading communication and investigative features. Our sole focus is serving the highly specialized needs of the correctional industry. Through the variety of clients we serve, and through our scale, we have the proven capability to provide our robust and industry-leading Inmate Telephone Services (ITS) to the Department's facilities. Presented below are indications of our capabilities with particular emphasis on our focus in PADO:
 - Currently installed in more than 2,000 facilities nationwide
 - Securus serves more than 850,000 inmates nationally
 - More than 79 Million calls are being completed annually by Securus Technologies
 - More than 25 Years of Proven History with more than 100 patents

Our efforts are driven by working with each and every client to develop a true partnership in a cooperative and professional manner.

This includes assigning 24 highly experienced ITS technicians/administrators plus one manager to proactively manage the delivery of our services to your facilities, and most importantly to continuously improve our value and performance for you and the community throughout the duration of our Agreement. These individuals will be supported by a dedicated Securus account team, reporting directly to the PADO.

Our approach is based upon the synergistic interaction of our more than 700 employees dedicated exclusively to delivering outstanding products and services. Securus retains an industry-leading application development team including more than 60 IT professionals whose initiatives have created for Securus more than 100 patents and more than 35 patents pending; all driven by our customers. This approach to developing customer-driven needs over corporate-chosen technologies allows us to evolve with our customers - an evolution that will serve the PADO well into the future.



Securus Leads The Market Across Key Customer Decision Criteria

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Features/Functionality | <input checked="" type="checkbox"/> Commissions Paid | <input checked="" type="checkbox"/> Customer Service |
| <input checked="" type="checkbox"/> Security Technology | <input checked="" type="checkbox"/> Cost Per Call | <input checked="" type="checkbox"/> Sales Support |
| <input checked="" type="checkbox"/> Future Proofing | <input checked="" type="checkbox"/> Technical Support | <input checked="" type="checkbox"/> Next-Generation Technologies |

II-2. Management Summary

Our proposed effort includes absolute focus on client satisfaction through rigorous and systematic surveying of our clients to assess our performance and determine their level of satisfaction. We use the data for continuous improvement and for locating areas where we need to focus; adjusting course as necessary to exceed expectations. These surveys are done at regular intervals or based

upon a specific event such as a technicians visit to a facility or a friend or family member's discussion with one of our U.S.-based call center representatives. We also have disciplined follow-up and escalation procedures to ensure that any issues are resolved and the client is satisfied.

We strive to identify leading-edge technologies and companies that may have direct or indirect applications that offer benefits to our customers. These benefits often include eliminating staff intensive manual tasks with automation or providing investigative information that increase the efficiency of your investigation staff. We have partnered with a number of those companies on behalf of PADO.

Our company values, as demonstrated each day, are integrity, respect, and keeping commitments made to customers. The result is a company and a brand that you can trust and a company that has proudly served this industry, and only this industry, since 1988. Securus fully understands the importance of excellent service, friends and family support, and security.

We are confident in our ability to provide service and support well beyond the basic requirements of this RFP. Securus has detailed a solution that encompasses the PADO's desire for state-of-the-art technology; excellent customer service and maintenance; third-party; and affordable rates to inmates, friends, and family members; combined with an aggressive commission offering.

The proposed effort includes the resources to install and operate large prison facility telecommunications systems of similar size and scope of the PADO. As stated above, Securus completed the installation of the Missouri DOC telephone system ahead of schedule. MO DOC currently houses approximately 30,000 inmates, generating more than 150,000,000 inmate calling minutes per year from 24 facilities. MO DOC was a previous GTL customer. Following the transition to Securus, call volumes increased significantly from the previous provider while introducing and making it easier for inmates to connect calls, and greater administrative, investigative and security capabilities to the Commonwealth. In addition to Missouri, our newest customers, Louisiana Department of Public Safety and Correction, Connecticut DOC, and Illinois DOC, chose Securus because of our industry experience, reputation, and "integrated and state-of-the-art" hosted platform further demonstrating our ability to serve large correctional facility customers. Louisiana DOC and Connecticut DOC were previous

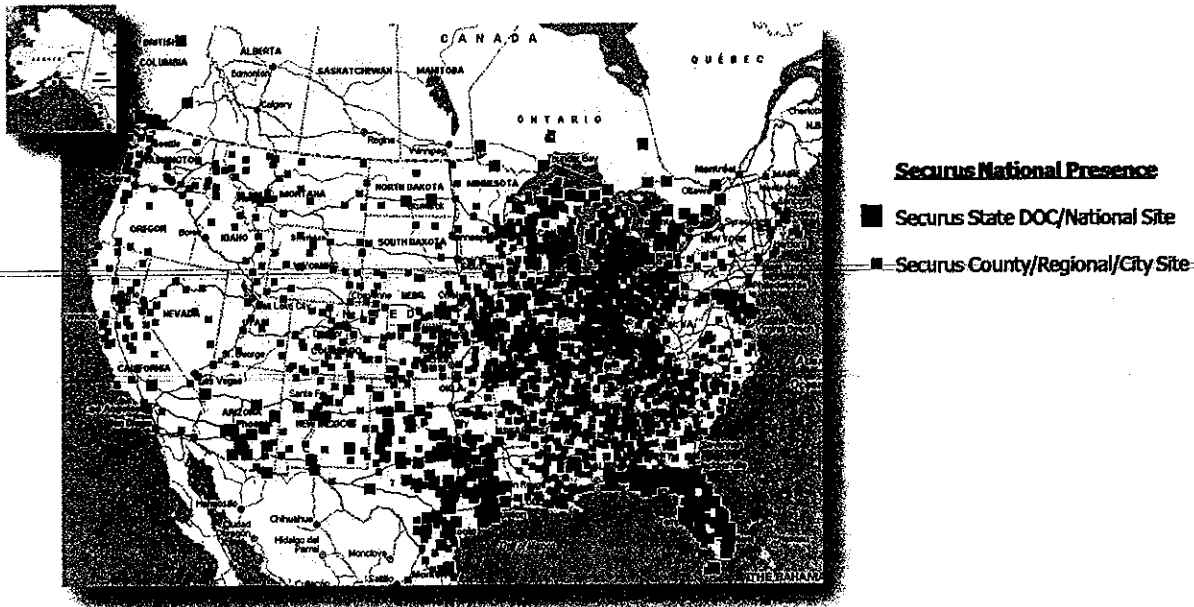
GTL customers. Securus has the only centralized packet-based network platform that can serve both DOC institutions and county facilities of all sizes. Securus is confident that the PADO will experience the benefits that Missouri, Connecticut, 10 other DOCs and multiple mega county customers are currently experiencing if it chooses Securus as its inmate telephone system provider.

Best-in-Class Network Platform

Serving Mega customers such as Missouri DOC 30,000 inmates throughout 24 facilities

First in Client Satisfaction

II-2. Management Summary



Securus serves approximately 2,200 correctional facilities and more than 850,000 inmates.

Securus currently provides service to 11 of the 50 State DOCs, including prime contracts with the states of Florida, Arizona, Missouri, Louisiana, Illinois, Connecticut, Kentucky, North Dakota, Alaska, and New Mexico.

Securus' national presence enables critical intelligence sharing capabilities vertically and horizontally between Law Enforcement and Corrections agencies. Moreover, we are the largest provider of inmate services to private prison company Corrections Corporation of America (CCA).

Securus is confident that we will meet the Department's requirements and provide a solution that delivers and exceeds the functionality, operational excellence, superior technical capabilities, and financial requirements of the PADOC.

II-2. Management Summary

Equipment to be Delivered

Manufacturer	Name	Model Number(s)	Description	Standard Manufacturer Warranty
Securus	Secure Call Platform (SCP)	Version 8.0.5	License to use industry-leading inmate calling call platform	Life of contract and renewals, including all upgrades
Securus	Workstation Application	S1090	Workstation application for use with Securus SCP	Life of contract and renewals, including all upgrades
Adtran	Total Access 900 Series IAD	908, 924, 908e, 924e	The Total Access 900 series provides SIP-gateway functionality, a robust IP router, firewall and VPN functionality, and support for a number of analog and digital interfaces for phone equipment.	10-year warranty
Adtran	Netvanta Access Router	1335 and 1335p	Multiservice Access Router that delivers the high-packet throughput required for IP Telephony, Video over IP, and Internet access. This performance-enhanced routing platform delivers wire-speed WAN throughput, even with advanced services like VQM, QoS, NAT,	5-year warranty

II-2. Management Summary

Manufacturer	Name	Model Number(s)	Description	Standard Manufacturer Warranty
			Firewall, and VPN-enabled. The 1335p adds Power over Ethernet and	
			Extended Reach Ethernet.	
Adtran	Netvanta Switch	1234	Fully managed, 24-port Layer 2 Ethernet switch.	5-year warranty
HP	Printer	ENVY 4500E	ALL IN ONE, COLOR, PRINT, COPY, SCAN	One-year limited hardware warranty backed by HP Customer Care, service and support; one-year technical phone support, plus a toll-free number.
Dell	Mini Tower Optiplex Workstation	OPTIPLEX 3010	Each desktop workstation includes Keyboard, Speakers. Mouse, CD/DVD burner, 17" monitor, printer, UPSOWER EPA 225-3269	Limited Hardware Warranty; Standard 1-year Next Business Day On Site Service after Remote Diagnosis (1-1-1); Optional 3-year Next Business Day On Site Service after Remote Diagnosis (3-3-3); Optional 3-year Dell ProSupport™ for IT; 4 year and 5 year service and support

II-2. Management Summary

Manufacturer	Name	Model Number(s)	Description	Standard Manufacturer Warranty
HP	Laptop computer	2102	HP Mini 2102 Notebook PC for distribution to PADOCC personnel	Limited Hardware Warranty; Standard 1-year Next Business Day On Site Service after Remote Diagnosis (1-1-1); Optional 3-year Next Business Day On Site Service after Remote Diagnosis (3-3-3); Optional 3-year Dell ProSupport™ for IT; 4 year and 5 year service and support
Powerware	Uninterruptible Power Supply (UPS)	PWW-#103004248-5592	Individual UPS, battery backup for workstations and TTY phones	Securus stands behind for life of contract and renewals.
Powerware	Uninterruptible Power Supply (UPS)	PWW-#05146635-5591	Floor mounted 1920VA UPS, battery backup for routers, switches, IADs, phones and D.C.-powered video terminals.	Securus stands behind for life of contract and renewals.
Wintel	Wall-Mounted Inmate Phone	7010	Industry standard inmate telephones used for inmate outgoing calling. Wall-mounted, BLUE, 18 INCH Noise-	1-yr manufacturer's warranty. Securus stands behind for life of contract and renewals.

II-2. Management Summary

Manufacturer	Name	Model Number(s)	Description	Standard Manufacturer Warranty
			suppression handset	
ULTRATEC	TDD/TTY	4425	SUPER-PRINT, TTY, ULTRATEC 4425	1-yr manufacturer's warranty. Securus stands behind for life of contract and renewals.
Securus	Securus Video Visitation (SVV) Platform	Version 2.3	License to use industry-leading inmate video visitation platform	Life of contract and renewals, including all upgrades
Securus	Single-handset Primonics Video Visitation Terminal	22000	Inmate Video Terminal for use with Securus Video Visitation	Life of contract and renewals
Securus	Dual-handset Primonics Video Visitation Terminal	22001	Inmate Video Terminal for use with Securus Video Visitation	Life of contract and renewals
APC	Uninterruptible Power Supply (UPS)	BE650G1	390 WATT, 650 VA, UPS for use with PRIMONICS terminals	Life of contract and renewals
Misc.	Installation cable, hardware & materials	n/a	CAT 5E Cable and other installation racks, hardware and materials	n/a

II-2. Management Summary

Operational Approach

Led by our proven Senior Executive team, Securus believes that we must always provide world class service to its three customers, the Department, the inmates, and the end users.

Consistent with this belief is the ongoing, proactive development of our National Service Center (NSC) for support and help for our corrections customers and Securus Correctional Billing Services (SCBS) for support of the friends and family of inmates, both of these crucial support centers are U.S.-based, staffed with Securus employees and located within minutes of our Dallas, Texas, headquarters.

These represent the largest support centers of their kind along with our multiple communication connections options to ensure all parties permitted to communicate may do so safely and securely and at a reasonable rate. For our partners in corrections, we will deliver tools and technologies that are tested and supported and will increase your investigative capabilities, staff efficiencies, facility security and your overall financial return. For the friends and families of those incarcerated, we will provide multiple methods of communication as well as many payment and funding options offered at a fair calling rate with an understanding of the difficult time they are facing. Finally, to satisfy inmate needs, Securus will provide outstanding service and maintenance of the system itself to ensure that these front line customers are able to communicate clearly with loved ones without concerns over whether or not PINs, allowed lists, and the phones are working properly.

The operational benefits of the Securus SCP platform, and our in place service infrastructure, are unparalleled in the industry. Securus has the most widely used platform in the industry supported by the industry's largest call centers serving both technical and customer service needs. The SCP platform provides for maximum operational efficiency, while providing the PADOCC with a hosted platform that is dynamic, robust, and constantly evolving to serve your changing needs. Securus upgrades its platform on a quarterly basis, at no cost to the PADOCC, to adapt to ever-changing telecommunications and security requirements of the correctional environment. The Web-based, hosted platform allows Securus to address possible service situations remotely, thus allowing for immediate response to any possible service problems from a software standpoint; often before the issue is recognized.

Calling Platform

That is dynamic, robust and constantly evolving

Securus possesses the largest Network Operations Center (NOC) in the industry, which helps Securus identify problems in most cases before the facility even realizes a problem exists. Our NOC is also located in Dallas, Texas, operates 24/7/365, and is capable of tracking the operational health of the system and delivering the stability and service response necessary in a correctional environment to ensure the safety of your officers. Out of service systems can cause security concerns; with Securus the Department can be confident in the safety of their staff and in the stability of the system proposed.

To ensure the daily service needs of our corrections partners are met, our National Service Center (NSC) provides immediate support for any issue which may arise. Our employees are trained on supporting our system; the only system we deploy. This singular focus can only be provided by an organization that designs, builds, and supports its own ITS. Securus is such an organization. Our NSC operates to match our customer's schedules and maintains detailed tracking to ensure compliance with stated service level agreements for all accounts.

II-2. Management Summary

All incoming service calls are provided with a ticket tracking number which stays attached to each service event. Our technicians will work through each issue and report back to the customer upon the resolution of the matter. All service events can be tracked and audited by the Department via our Portal application to ensure we are always meeting our service level agreements and overall service obligations.

We put these reporting and auditing tools in our customer's hands so that they can see our confidence in our ability to deliver on our commitments. No other provider delivers this level of visibility into their service response times and operational response.

Securus will deliver the best customer service to friends and family members of inmates. Securus has invested more than \$2 million dollars to build out an "in-sourced" Customer Call Center in Dallas, Texas, where Securus employees are assisting end users.

Best Customer Service Call Center

With highly trained
Securus employees

Securus maintains a distinguished Legal and Regulatory team dedicated to keep the PADOCC abreast of any changes in the regulatory landscape of the inmate calling industry and provide support as needed over the term of the agreement.

As we have done for the Missouri Department of Corrections, Securus will utilize ShawnTech Communications for field service support personnel, in addition to Securus employees. This experience with ShawnTech Communications has allowed us to develop operational standards and clear line of responsibilities between ShawnTech and Securus. This approach ensures that the service and support guidelines required by PADOCC are followed by both ShawnTech Communications and Securus and allows us to maintain the existing experienced personnel and knowledge of the unique PADOCC operating environment.

Trained and Certified

Field service
technicians that
provide excellent
customer service

We will provide and install the entire telephone system for PADOCC - all at no cost to the Department. We will maintain a geographically dispersed staff of trained and certified field service technicians and site administrators, allowing us to perform daily administrative tasks, respond quickly to service interruptions and perform on-site repairs and routine maintenance.

In addition, we will deliver the ability to make certain repairs remotely through electronic communication with on-site equipment without the need of an in facility service call. System reliability and service quality are extremely important in the inmate telecommunications industry because of the potential for disruptions among inmates if telephone service remains unavailable for extended periods. Our proposed system runs above 99.999% uptime ensuring our service is constant and dependable at all times.

II-2. Management Summary

Service Features

24x7x365 Network Operations Center monitoring

- You're open around the clock and so are we. We can find and fix problems before you are aware of them and we're here to help you with your questions and requirements whenever you need us.

24x7x365 Technical Support through Securus' in-house Technical Support Center

- We have the largest employee base in the industry to better serve you and to make sure we continue to lead with enhanced technology.

24x7x365 end-user support through our in-house Securus Correctional Billing Services

- Securus is unique among national competitors in that we operate our own call center. We don't out-source our customer experience. Providing great service to your constituents (our customers) cuts down on complaints and provides a better experience for all. We are available to serve callers 24 hours a day.

Dedicated Support to the PADO

Specific to the PADO, Securus has proposed 24 dedicated employees to provide daily service and support to the Department to make the most of your Secure Call Platform. Four full-time technicians, 19 system administrators, and one program manager will work daily to perform all functions related to the normal day-to-day operation and maintenance of the inmate telephone system and resolve any open trouble tickets and then begin proactive work on any other items the PADO identifies.

From our systems to our network monitoring down through our personnel, Securus has engineered a solution that provides the powerful call controls the Department's needs with trained and educated resources to ensure it is used to its maximum potential to benefit the PADO.

Call Processing and Security

The foundation of Securus' solutions is its inmate telephone platform, which is the leading platform in the inmate telecom sector. Securus' call management system incorporates a variety of features that provide added value for corrections personnel as well as inmates. The system provides a patented automated operator platform for the facility. The system takes the 0+ call an inmate dials at the Securus phone, for either a collect or debit call, processes it through its fraud protection features and then processes the authorized call to the called party. Securus' system is very flexible and feature-rich, and because its blocks inmates from ever reaching a live operator, Securus' system ensures inmates cannot evade the controls placed on their telephone privileges. With respect to controls, Securus' inmate call system is highly flexible: controls can vary from being as accommodating as to allow any inmate to call any number at anytime; to as strict as preventing a specific inmate from calling more than one specified number, for a given number of minutes, on a particular day, at a specific time. By incorporating key features such as real-time remote call forwarding detection, three-way call detection, covert alert, flexible rate adjustment, live call monitoring, and keyword spotting, Securus is able to offer the highest levels of call quality, performance, security, and reliability in the industry.

This control over fraudulent calling and call processing provides us flexibility in delivering affordable call rate solutions to our customers.

II-2. Management Summary

Connecting Calls

Our specialized systems limit inmates to traditional collect, prepay collect and inmate prepaid (debit) calls. During call validation, Securus verifies the account status of each called party or the inmate prepaid balance. If the number or inmate debit account is valid and has not been blocked, the system automatically processes the call to the destination party. When the call is answered the system informs the called party that there is a call from a correctional facility, plays back the name of the inmate, in the inmate's pre-recorded voice, and instructs the called party to accept or reject the call. If accepted, the system then completes/connects the call to the called party.

The system automatically records the number called and the length of the call and transmits the completed call record to our centralized billing center for bill processing and also places this data into our call activity database. Our database of telephone numbers and call activity allows us to provide extensive call activity reports to the PADOC. These include reports that can further assist investigators in connection with ongoing investigations. These same call records are also immediately available to the Securus customer service representatives to all for real-time customer care. This is another key benefit of a centralized database on a hosted system.

To deliver greater revenues to the PADOC and decrease or address complaints from the user community and inmates, Securus aggressively pursues multiple methods of ensuring we complete every legitimate call and provide multiple methods of funding and calling, all with full security controls. Security controls are the backbone of any good calling solution as they perform two important functions for correctional facilities; first, fraud prevention protects the PADOCs revenue and provides for a greater revenue opportunity by preventing multiple calls being made from a single call or the miss-rating of calls due to call forwarding. Second, and most importantly, proven call controls protect the community from fraudulent or threatening calls.

A small sampling of our fraud prevention controls that will be delivered to PADOC include:

- Patented three-way call detection and prevention
- Patented remote call forwarding detection
- Dual tone multi-frequency (DTMF) detection to prevent:
 - Secondary dialing
 - Switch hook dialing
 - Black boxing
 - Hacking
- Velocity restrictions to prevent inmate dialing abuse

These patented, proven capabilities are included in our proposal and represent only a small number of fraud features provided within the SCP system. All of these features are integrated with our call validation and billing system, which results in greater call completions and increased confidence in the security of the connection. This integrated system has allowed Securus customers to realize increased commissions as a result of increased call volumes.

II-2. Management Summary

Call Completion Capabilities

- More billing agreements with local exchange carriers than any other inmate phone provider
- Convenient points of sale and cost-effective terms for prepaid friends and family accounts
- Guaranteed Integration Capabilities
- Numerous funding options
- In-house, U.S. Based Securus Correctional Billing Services customer service center
- Website funding
- Collect, prepay collect (AdvanceConnect), inmate prepaid
- Inmate PINs – rapid assignment to new inmates
- Inmate PANs
 - Like all other features of SCP, the PAN lists are flexible and may be administered in various ways: Site administrators will be responsible for manual verification of PANs, however, PANs can also be automated or imported through integration.
- Patented Automated Operator Services (AOS)
- Customizable call prompts, branding, and overlays
- Multi-lingual call prompts
- Inmate name recording

Through our proven approach of internally managing account establishment and funding, controlling fraud through our own patented technologies and delivering more ways to communicate, we have created an aggressive commission and call rate package to the PADO.

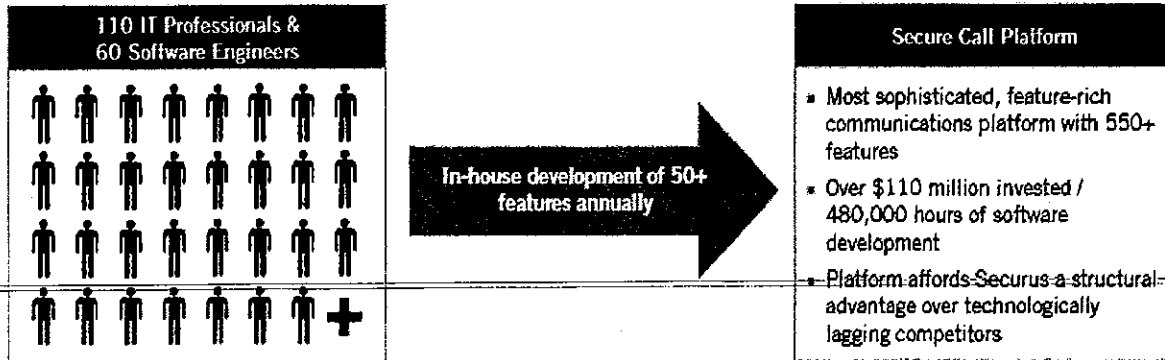
Technical Approach

Securus' highly differentiated SCP is the most feature-rich, reliable, flexible solution in the marketplace and is delivered as a cloud-based service facilitating remote management and regular upgrades with more than 550 features deployed and approximately 50 new features added annually. Ongoing training, as well as training for each new software release, typically provided three to four times per year, is provided at no cost to the PADO.

Whereas the Company's competitors are primarily dependent on premise-based systems that are costly and time-consuming to install, maintain and upgrade, Securus' efficient centralized system provides the most efficient and effective method of delivering inmate communication services and is at the core of our technical approach to the PADO's solution.

Securus can meaningfully reduce field service events and offer substantial additional benefits for customers, including centralized automation of PINs and PANs, centralized software upgrades, enhanced security, and remote monitoring of facility operations. The competitive differentiation provided by Securus' superior functionality, efficient service delivery, and increased ability to invest in product development is directly relevant to winning and retaining customer contracts, enabling Securus to rapidly gain market share from its competitors.

II-2. Management Summary



Security and Innovation

Securus' secure, turn-key product offering is a key differentiator in the industry. Through our robust, internally developed, and supported platforms, we offer more products and security applications than any of our competitors. The list below highlights a selection of Securus' comprehensive offering:

- Turnkey equipment and system installation without downtime and on time
- Enable calls on a pre-paid, debit or collect basis to friends and family members
- Block calls to certain parties (e.g., judges, jurors, witnesses and victims)
- Detection and restriction of unauthorized call forwarding
- Real-time call monitoring capabilities
- Call recording and storage for the term in the agreement
- Billing and customer care
- Guaranteed Interface capabilities to commissary and/or jail management systems.

Over the past 20 years, Securus has spent more than \$100 million dollars and devoted 400,000 man-hours developing an advanced, packet-based network platform that provides many cost and service advantages to its customers. Many of our customers have been using SCP services for years and all have the same software release and the most up-to-date platform – our customers are using a future-proof system, which is another benefit of a centralized, hosted system.

We are in the process of transitioning 100% of our existing customers to this advanced platform from legacy, or premise-based systems (90% complete). The following table depicts Securus' best-in-class secure calling features and related capabilities to be delivered to PADO.

II-2. Management Summary

Strategic Features

Feature	Description	Benefit
Data Analytics For Law Enforcement	Utilizes call data alongside user-generated data and statistics to aid law enforcement and corrections officers in investigations	<ul style="list-style-type: none"> Prevents crime within and outside corrections facilities Enables corrections officials to determine associations among inmates and between inmates and at-large criminals
Video Visitation	Video equipment installed to allow secure visits with friends and family members	<ul style="list-style-type: none"> Increases facility security and reduces use of correctional officers for escort services Reduces contraband infiltration Reduces time and cost required for family and friends Provides additional capabilities such as grievance filing and inmate e-messaging
Real-Time Call Forwarding Detection	Detects forwarded calls and allows for immediate termination or flagging of the call for further investigation	<ul style="list-style-type: none"> Prevents "*72 fraud" and calls from being forwarded to restricted parties
Covert Alert	Flag suspect numbers for surveillance when called	<ul style="list-style-type: none"> Real-time investigation tool for law enforcement
Keyword Spotting	Monitors calls for keywords indicating potential illicit activity	<ul style="list-style-type: none"> Efficient review and analysis of heavy call volumes
Officer Check-In	Verify officer through inmate telephones to track location	<ul style="list-style-type: none"> Improves correctional facility management and safety
Inmate Crime Tip	Anonymous communication between inmates and corrections officers	<ul style="list-style-type: none"> Help prevents criminal activity within correctional facilities
Call Tracker	Note sharing application	<ul style="list-style-type: none"> Investigative tool allowing portfolio of notes associated with a recorded call

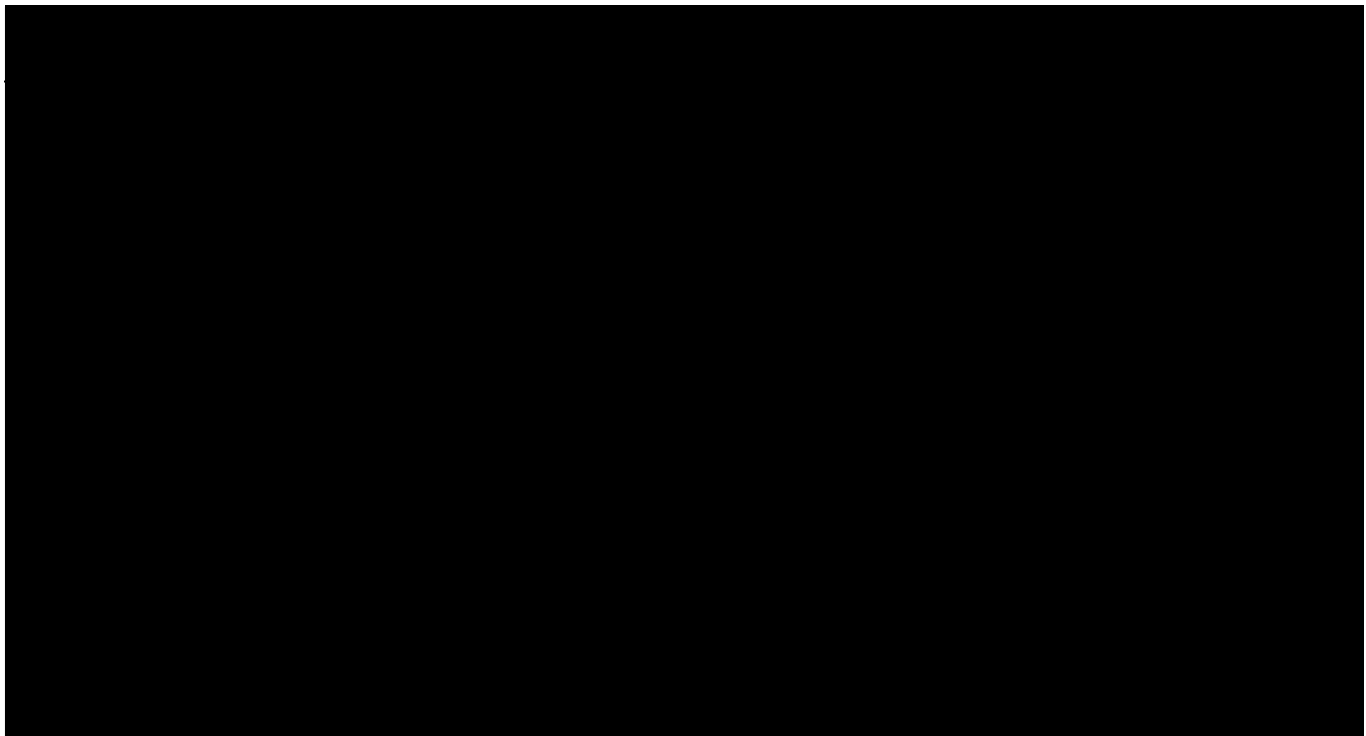
II-2. Management Summary

It is significant to note, each of the features listed above were developed to address specific Securus customer needs; in fact, Call Tracker was developed to meet the unique requirements of the Florida DOC. Many times, these products and services were developed outside the existing contract requirements and are a direct result of an immediate need of our customers. In each case the new requirement was a result of the evolving operating environment that routinely occurs during a contract period. It is important to select a provider that has a proven track record of investing in product development to keep your system "future-proof" over the course of the agreement.

The system proposed to the PADOc supports 550 independent features with more regularly added at no cost to our customers. Some other features being delivered for the PADOc include:

Administrative Features

- Audit and activity tracking of all system users
- Multi-level password controls
- Comprehensive records of all call recording
- Access control by day/time, as well as by IP address
- PREA (Prison Rape Enforcement Act) Hotline
- Develop additional reports as required
- Make case notes for future reference
- Canned reports of all information in database
- Database is updated in real-time - so data is current



II-2. Management Summary

Data Analytics

Data analytics will allow the PADOC to quickly identify trouble spots, success, and opportunities. Our data mining uses sophisticated data search capabilities, statistical techniques or computational algorithms to discover and extract patterns and relationships, typically from very large and/or complex sets of raw data. The data sources may be within one database or across multiple databases. Securus acquired Direct Hit Systems (THREADS product), a leading provider of sophisticated data analytics tools for law enforcement and corrections clients in North America to do just that for our customers. THREADS uses proprietary software algorithms to analyze and investigate large quantities of data real-time and supplies investigators with actionable and credible leads. This powerful tool is even further enhanced with the beneficial data that can be cross referenced with your inmate calling activity.



Call Analysis

- With the most advanced phone analysis tools available, THREADS provides analysis that produces results, not just a re-sorting of information that the investigator already knows.
- THREADS' proprietary techniques automatically spot conspiracies to expose gang, narcotics and terrorist groups.



Cell Forensics Analysis

- Auto-link targets together based on mutual contacts, phone and text messages, or a shared IMSI/ESN
- Reveal patterns and correlations in all captured communication (phone, SMS and emails)
- Powerful searching of all SMS, phone numbers, contacts and email content



Comprehensive Lead Tracking

- Track all leads, tips, and assignments in an easy-to-read log that provides a complete case history
- New investigators assigned to the case can easily review what has been done with the case and why



Central Case Management

- Centralized case management system to allow for efficient handling of multiple cases and workstreams
- Track subjects, organizations, vehicles, and locations. Document searches, seizures, surveillances, incidents, and events as they occur

Superior System and Support Functionality

Securus will provide PADOCC with secure and auditable remote access and control, as well as the broadest spectrum of management and investigative tools in the industry. SCP's centralized architecture provides a customized solution for the specific needs of each facility and permits instantaneous remote system repairs and upgrades to maximize reliability and ensure that facilities are always operating with the newest technology.

The sophisticated simplicity of SCP creates a structural advantage by enabling Securus to quickly integrate and bundle new features with its existing product portfolio without the deployment of new on site hardware. The cloud-based nature of the SCP provides for new features to be seamlessly added annually and remotely bundled into existing facilities' systems with limited costs. As a result, Securus can offer highly customized and lower cost solutions designed to meet the unique needs of correctional facilities.

Support Approach

We look forward to the opportunity of introducing our inmate communication technology to the Department and beginning a partnership through the life of the agreement and beyond. The partnership will be supported by dedicated resources, which will bring to bear the technology assets of Securus, in support of inmate communications, as well as the broader needs of the Department. The goal of this partnership will be to create a safer environment, fight crime, and engender better community relations. Exceeding your needs come from learning and listening and we are prepared to do both.

Securus fully understands the scope and requirements of the Department. The key project personnel for the Department are experienced professionals that have a combination of unparalleled knowledge, skills, ability, and technical proficiency.

The Securus organization is built around a structure that is proven to deliver excellent service and technological innovation. Accountability, standards of excellence and leadership begin at the top of

II-2. Management Summary

the organization with the Securus Executive Leadership Team and filters down to each associate within the company. Each of the team members is driven by their personal commitment to the outstanding customer care, service excellence and creation of meaningful and valuable applications for our customers' needs is unrivaled in the inmate calling industry.

Key Organizations and Personnel for PADOc

Securus' personnel assigned to this project have extensive experience in the inmate telecommunications industry and are dedicated, as is the company, to performing at or above our customer's expectation in every aspect of our business.

It is our experience that the Securus Account Manager and the ShawnTech Communications Operations Manager act as virtual members of the PADOc team to ensure that your needs and concerns are driving our daily tasks.

Account Manager Steven Cadwell will be the Account Business Manager and point of contact for PADOc. Steven will also provide you with new options and services as they become available and will consistently work with the staff at the PADOc to address your unique business requirements and offer specific solutions designed for the Department.

Securus will be utilizing a SDB verified business, ShawnTech Communications to provide key personnel responsible for project management, field service management, program management, field support services, and system administration. The decision to retain ShawnTech Communications was the result of careful consideration and discussions with, ShawnTech and our internal service team. We carefully examined ShawnTech's performance record. The decision to partner with ShawnTech means that PADOc will retain the existing service personnel responsible for the day to day service needs of the Department. Securus is confident that with oversight by Securus, ShawnTech will exceed PADOc's expectations.

To be absolutely certain that Securus is proposing the very best service capabilities for the PADOc, especially in light of changing field service support organization, technology, which drives changes in service requirements, over the course of this agreement. Securus is also prepared to change out specific service personnel as directed by the PADOc staff. In the event there is an acute need to replace or change any of the current service staff, Securus is prepared to do so immediately and to replace them with qualified personnel as necessary.

II-4. Prior Experience

It is critical to the PA Department of Corrections that the Offeror has proven experience in providing inmate telephone services. Each Offeror shall complete **Appendix E, Project Experience Template**, for three (3) projects of similar scope and size implemented within the last five (5) years. Each project must include client references.

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.

- **Securus has read, understands, and complies with this requirement.**

II-4. Prior Experience

Reference 1

Name of Client & Project Title	Missouri Department of Corrections SCP and related services implementation and ongoing operations	
Contract Value	\$12M Annually; 38,000 inmates	
Nature and Scope of Project:	<p>Securus installed the proposed SCP inmate calling system after being awarded the contract. The incumbent provider was PCS/GTL and despite several attempts to stop the installation by the incumbent through protest and disruptive actions, Securus successfully completed the installation on time and ahead of schedule. The system serves approximately 38,000 inmates at 19 locations throughout the State of Missouri. Similar to the PADO, the Missouri DOC was seeking a fully hosted solution with low rates. Securus was successful in lowering inmate calling rates and offering new calling options. Also similar to the PADO, the Missouri DOC maintenance services were provided by Communications through a subcontracting arrangement with PCS/GTL. Securus successfully transitioned that service to the Securus contract and immediately improved the quality of service provided to the Missouri DOC facilities as a result of the service quality requirements associated with the new Securus contract.</p>	
Project Duration:	Start Date Year: 2011	End Date Year: ongoing
Nature of the Client:	<p>Missouri DOC operates 19 Correctional facilities throughout the State of Missouri and requires 5% of all completed inmate calls to be monitored by Securus. Call monitoring searches for "actionable intelligence" that is consistent with MODOC Investigative priorities and when found, is documented in the Securus Threads investigative analytical tool and the MODOC Suspicious Activity Report (SARS). Securus call monitors and managers work hand in hand with the MODOC Investigator General's office and are co-located in the same building across from the MODOC Headquarters offices. This Securus service was designed to assist the MODOC investigators in monitoring of inmate calls and to maximize the use of MODOC investigators time by focusing on "actionable intelligence" found in inmate calling as opposed to listening to mundane calls. The result has been better utilization of investigators time, more intelligence identified related to MODOC priorities. The service has also resulted in faster identification and prosecution of contraband being brought into prisons, illegal activity identified in the planning stages, illegal activity identified that is being coordinated from inside MODOC prisons and increased cooperation with State and local law enforcement.</p>	
Nature of Client Audience:	38,000 inmates and associated friends and family and an administrative staff of 11,500.	
Number of Users:	38,000 inmates use the SCP calling system and generate more than 1 million calls per month.	

II-4. Prior Experience

<p># & Composition of Vendor Employees & Consultants Assigned:</p>	<p>Securus has a full time account manager assigned to the account, deploys four ShawnTech service technicians to the account service responsibilities and one Securus Business Manager to oversee the account. Securus also provides 48 full time monitors for call monitoring of at least 5% of all completed calls, one Investigative Manager to interface with the Missouri DOC Investigator General's office and one full time Manager for the monitoring operation through Guarded Exchange. In addition, Securus has 11 additional specialized hearing impaired monitors that are providing service through Guarded Exchange. As a result of our contract with the Missouri Department of Corrections, Securus has created over 60 new jobs in the State and contributes thousands of dollars to the local economy each year. Of importance, as a result of this MODOC contract, Securus has employed eleven (11) hearing impaired call monitors that represent a specialized work force that typically has over a 90% unemployment rate.</p>	
<p>Client Contact Information:</p>	<p>Name: Ms. Amy Roderick Department: Investigator General Full Address: PO Box 236 Jefferson City, MO 65102 Telephone: 573-526-6504 Relation/Role to Project: evaluation Team and Contract Management Team</p>	<p>Title: Investigator General Email: Amy.Roderick@doc.mo.gov</p>
	<p>Name: Theresa Roedel Department: IT Full Address: Harry S Truman Building 301 West High Street Jefferson City, MO 65101 Telephone: 573 522 2783 Relation/Role to Project: Evaluation Team and Contract Management Team</p>	<p>Title: Telecom Manager Email:theresa.roedel@oa.mo.gov</p>

II-4. Prior Experience

Reference 2

Name of Client & Project Title	New Mexico Department of Corrections SCP and related services implementation and related services	
Contract Value	6,700 inmates; \$1M per year	
Nature and Scope of Project:	Securus installed the proposed SCP inmate calling system after being awarded the contract during an RFP process. The incumbent provider was PCS/GTL and despite several attempts to stop the installation by the incumbent through protest and disruptive actions, Securus' award was upheld in court and the installation was completed ahead of schedule. The system serves approximately 6,700 inmates at locations throughout the State of New Mexico. Similar to the PADOC, the NM DOC was seeking a fully hosted solution with low rates. Securus was successful in lowering inmate calling rates and offering new calling options.	
Project Duration:	Start Date Year: 2011	End Date Year: Ongoing
Nature of the Client:	New Mexico DOC houses approximately 6,700 inmates in six public operated and five privately operated facilities throughout the State of New Mexico. In 2011 the State went out to bid for their inmate phone system after experiencing substantial difficulties with the existing vendor. Securus was awarded the bid in March of 2011.	
Nature of Client Audience:	The New Mexico DOC operates six public and five private facilities throughout the State of New Mexico. Due to the proximity of the United States border gang proliferation and illegal immigration are of substantial importance and therefore the State puts a premium on investigative services.	
Number of Users:	The State of New Mexico uses our SCP inmate phone for all 3800 inmates at their private facilities and Securus provides our SCP inmate phone system to most of the other private facilities in the State of New Mexico. The New Mexico DOC staff also uses the SCP inmate calling system for investigative services.	
# & Composition of Vendor Employees & Consultants Assigned:	Securus has a dedicated account manager assigned to the New Mexico DOC as well as an Account Business Manager. Service for the SCP inmate calling system is provided by Securus full time technicians located in the State of New Mexico and adjacent States.	

II-4. Prior Experience

Client Contact Information:	Name: Dwayne Santistevan Department: Investigator General Full Address: 4337 New Mexico 14 Santa Fe, New Mexico 87508 Telephone: 505-699-5414 cell Relation/Role to Project: Evaluation committee member, main contact during implementation and ongoing manager of inmate phone system	Title: STIU Adm. Deputy Warden. Email: Dwayne.santistevan@state.nm.us
	Name: Timothy Oakley Department: IT Full Address: 4337 New Mexico 14 Santa Fe, NM 87508 Telephone: 508-827-8613 Relation/Role to Project: Evaluation committee member, main technical contact for all inmate phone related issues.	Title: CIO Email: tim.oakeley@state.nm.us

II-4. Prior Experience

Reference 3

Name of Client & Project Title	Connecticut Department of Corrections	
Contract Value	Inmate phone revenue equals approximately \$11,232,000 per year.	
Nature and Scope of Project:	The CT DOC project and the Commonwealth's project share numerous similarities. Both are DOC's consisting of numerous prisons (20 in CT) that run the gamut of security levels that require custom security parameters and solutions of the vendor staffs and systems. Both projects require well coordinated and organizational processes to accomplish a successful installation and cutover due to Facilities being located throughout the respective States. One specific aspect of the CT DOC that represents Securus quality was the proactive approach taken to pre-wire the networking and the queue up applications so that all 20 CT Facilities and the CT DOC Central Office were cutover to the Securus system in two days with zero issues impacting the transfer of service. It was truly a seamless cutover and installation.	
Project Duration:	Start Date Year: March 2012	End Date Year: Ongoing
Nature of the Client:	CT Department of Corrections and CT Department of Administrative Services	
Nature of Client Audience:	Specially trained investigators in the CT DOC Intelligence Division.	
Number of Users:	17,000 Users	
# & Composition of Vendor Employees & Consultants Assigned:	<p>Securus PM - Dwight Toms / Key Consultants Adam Mercer and Jim Powers.</p> <p>During the entire installation (start up and peak) the in-state personnel included the permanent Territory Manager and eight Installation Technicians. In state system training was also performed by Securus Trainers throughout the project. Three remote Installation Technicians were also dedicated to the SCP system deployment.</p> <p>Ongoing staffing in state include the territory manager and field technician. Technicians and trainers are provided to enhanced the workforce as projects warrant.</p>	

II-4. Prior Experience

Client Contact Information:	Name: Armando Valeriano Department: CT DOC - Intelligence Division Full Address: 24 Wolcott Hill Rd Wethersfield, CT 06109 Telephone: 860 692-7519 Relation/Role to Project: Top supervisor with final approval on all aspects of project.	Title: Deputy Warden Email: Armando.Valeriano@ct.gov
	Name: Lt. Domenic Pisano Department: CT DOC - Intelligence Division Full Address: 24 Wolcott Hill Rd Wethersfield, CT 06109 Telephone: 860 692-7531 Relation/Role to Project: Supervisor responsible for day to day organizational aspects of project.	Title: Lieutenant Email: Armando.Valeriano@ct.gov
	Name: Ms. Kris Wohlgemuth Department: DAS/Procurement Services Full Address: 165 Capital Ave., 5th Floor Hartford, CT 06106 Telephone: (860) 713-5606 Relation/Role to Project: Contract Specialist responsible for the contract with the State.	Title: Contract Specialist Email: Kris.Wohlgemuth@ct.gov

II-4. Prior Experience

Reference 4

Name of Client & Project Title	Louisiana Department of Corrections	
Contract Value	\$8M per year; 38,000	
Nature and Scope of Project:	<p>The Louisiana Department of Corrections (DOC) is responsible for the custody and care of adult offenders across Louisiana. Just over half of Louisiana's approximately 38,000 inmates are assigned to the state's nineteen correctional and juvenile facilities. The remaining offenders are assigned to parish facilities and work release centers. DOC's Probation and Parole division supervises an additional 63,000 offenders. Securus was awarded a bid to provide the SCP inmate calling system for the entire DOC. Securus installed the SCP inmate calling system as well as our Threads investigative analytical tool. Securus installed inmate debit for all inmates after never having had debit calling in the past. Securus has a trial of our video visitation system operating in the women's facility. Securus provides an assistant investigator located on DOC premise in Baton Rouge headquarter as an expert on the SCP platform and the Threads investigative tool. Similar to the PADO, GTL was the previous provider and the LA DOC was utilizing the VAC/GTL system prior to installation of the SCP inmate calling system</p>	
Project Duration:	Start Date Year: March 2012	End Date Year: Ongoing
Nature of the Client:	Statewide DOC operating nineteen (19) correctional facilities throughout the State.	
Nature of Client Audience:	38,000 inmates and 6,200 staff members.	
Number of Users:	21,000 inmates and approximately 100 staff members use the Securus SCP system.	
# & Composition of Vendor Employees & Consultants Assigned:	Securus provides a full time account manager as well as an Account Business Manager. Securus also provides four full time service all of which are located in the State of Louisiana.	
Client Contact Information:	<p>Name: Suzanne Sharp Department: Procurement Full Address: PO Box 94304 Baton Rouge, LA 70804 Telephone: 225-342-6740 Relation/Role to Project: Contract Management</p>	<p>Title: Director of Procurement/Contracts Email: ssharp@corrections.state.la.us</p>

II-4. Prior Experience

	<p>Name: Karlton Prince Department: IT Full Address: 504 Mayflower St. Baton Rouge, LA 70802 Telephone:225 342 6995 Relation/Role to Project: Implementation Management</p>	<p>Title: IT Manager Email: kprince@corrections.state.la.us</p>
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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 **Project Manager, Field Service Manager, Account Manager, Program Manager, Field Support Staff and System Administrator**, include the employee's name and, through a resume or similar document in accordance with **Appendix F, Personnel Experience by Key Position**, the Project personnel's education and experience in **telecommunications and inmate telephone services**. At a minimum, the Project Manager must be listed as key personnel; otherwise, Offeror 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.

● **Securus has read, understands, and complies with this requirement.**

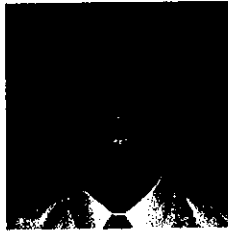
Securus' personnel assigned to this project have extensive experience in the inmate telecommunications industry and are dedicated, as is the company, to performing at or above our customer's expectation in every aspect of our business.

Steve Cadwell is the account manager and point of contact for PADO. Steve will provide you with new options and services as they become available and will consistently work with the staff at the Department to help identify new ways to help the staff with core issues such as safety, efficiency, and public relations.

Securus proposes the following personnel, by title, who will partner with PADO in support of this project:

The key personnel assigned to the PADO include the following:

- Steve Viefhaus, Sales Vice President
- Steve Cadwell, Account Manager
- Arthur Heckel, Sales Manager
- Lorri Ventura, Project Manager
- Lisa Hunter, Field Services Manager



Steve Viefhaus **Sales Vice President - Department of Corrections (DOC)**

Steve is Sales Vice President with more than 33 years of communications experience. In this role, Steve has responsibility for DOC sales and customer retention activities. Steve led the team responsible for implementing the new inmate calling service contract for the Pennsylvania Department of Corrections.

Experience

- Provides more than 24 years of acquiring and servicing State DOC customers
- Includes acquisition and retention of Private Prison Companies (CCA, GEO and MTC)
- Ensures customer satisfaction, quality customer service, and training
- Oversees key customer projects (RFPs, installations, MACs, integrated services, etc.)
- Supports the product/feature development process
- Leads scheduled account and technology reviews with customers
- Identifies and executes subcontractor agreements
- Works closely with Marketing and Product Development to bring new and industry-leading solutions to our customers
- Works closely with Project Management Office to deploy custom solutions
- Works with sales engineers on the development and execution of the overall sales strategies
- MCI and Verizon Line of Business responsibility included the following:
 - Overall P&L responsibility of business unit
 - Call Center Services – friends and family support
 - IT – Data Centers – Sacramento, California, and Atlanta, Georgia
 - Development of integration with GTL and MCI systems
 - Call validation systems
 - Technical Support – Help Desk
 - Field Support – Repair and Maintenance
 - Sales and Marketing
 - Financial Modeling

Training/Certification

- Thoroughly trained in the use and management of Inmate Telephone Systems
- Extensive knowledge of the corrections and communications industry.

Awards

- Chairman's Inner Circle (4 times)
- President's Club (2 times)
- Multiple other Club awards



Steve Cadwell

Senior Department of Corrections Account Manager

Steve has more than 30 years experience in telecom and telecom-related disciplines and has held management, senior management, and senior sales and operations positions several telecommunications companies. Mr. Cadwell has spent the last six years exclusively in the inmate telephone business with a concentration in State Department of Corrections.

Experience

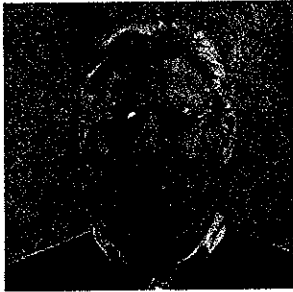
- Responsible for DOC sales
- Develops new accounts
- Develops and expands partner relationships
- Manages key customer projects (RFPs, RFIs, MACs, Turnkey Solutions, etc.)
- Facilitates timely resolution of customer issues
- Supports the product/feature development process
- Updates and maintains customer records in a timely fashion
- Ensures financial integrity of designated partnerships
- Collaborates with the partners in a solution sales methodology to identify, pursue, and close new business
- Identifies competitive activity with respect to changes in application, product, pricing, or marketing strategies.
- Act as team lead for partner relationships and coordination of Securus resources
- Partners with sales engineer on the development and implementation of the overall sales strategies
- Builds relationships with key Securus support staff enabling prompt issue resolution

Training/Certification Xerox Professional Selling

- Steven Covey Seven Habits
- GTE Professional University
- Multiple Winners Circle
- University of Wisconsin, Madison, Bachelor of Arts
- Cell Tower Engineering
- Who's Who Awards
- GM of the Year Education
-

Arthur Heckel

Sales Manager - Department of Corrections (DOC)



Qualifications include comprehensive experience and skills related to all aspects of inmate telecommunications services, operations, and marketing. The ability to leverage experience in a broad range of functions, including product management, strategic planning, systems installation, systems maintenance, market management and business planning to meet the array of challenges presented by today's highly complex telecommunications environment.

Experience

- Provides experience, knowledge, and skills to deliver superior service and support to DOC/National Account Customers and the Securus DOC/National Accounts Team
- Develops customer-specific applications and service offerings to very large, complex correctional facilities
- Responsible for sales and customer service activities related to Securus inmate calling systems for DOC and National Accounts valued at more than \$75 million in annual revenue
- Directed the activities of Account Executives and Territory Managers and coordinated the field service and headquarters support activities.
- Directed all sales and marketing activities for T-NETIX with responsibility for generating more than \$150 million in annual revenue through the management of 22 sales and marketing professionals.
- Responsible for all field activities for T-NETIX in the geographic territory from Maine to Louisiana
- Directed the activities of 126 T-NETIX employees that performed maintenance, administration, installation, sales, and marketing functions
- Directed the activities of ten account executives with overall responsibility for major accounts valued at more than \$80 million dollars in annual revenue in the Government, Educational and Medical markets

Training/Certification

- Penn State, Bell Atlantic Leadership Training
- Cornell University, Labor Relations Program Financial Modeling

Education

- Fairleigh Dickinson University, AA Business Administration



Lorri Ventura **Implementation Project Manager**

Lorri assembles project teams, assigns individual responsibilities, develops and tracks project schedule and budget, and is responsible for determining and acquiring resources needed. She serves as liaison between project team members, management, IT suppliers, external consultants, and the business.

Experience

- Responsible for communicating with account managers, field managers, technicians, installers and correctional facility decision makers
- Provides management oversight ranging in scope from small to highly-complex, including systems installation/integration activities
- Responsible for development and execution of project plans, including: schedules, project budgets, human resources, risk management, quality management, communication management, procurement, and integration management
- Provided level 2 tier for issue escalation and resolution
- Supported management with custom documents for Technical Support team training and site-specific equipment management
- Gathered software product requirements from end users to evaluate objectives, goals and scope
- Created technical specifications
- Developed the end user software requirement specification
- Led projects lasting 3 to 6 months based on complexity factors of the software enhancements
- Created a project plan incorporating variables such as deliverability, performance, design and maintenance
- Estimated time frames, quality and quantity of resources required to successfully implement the project
- Coordinated the project throughout the lifecycle (design, development, testing, implementation, and production)
- Responsible for project scope definition and signoff, participate in decisions that impact or change project scope

Education

- Continuing Education, Richland Community College
- Sequel Query Language - SQL
- PC Maintenance: Hardware and Software
- Microsoft Access 2007, Excel 2003, (X)HTML and HTML
- LINUX Operating System and Shell Programming
- JAVA Programming



Lisa Hunter **Regional Field Service Manager**

Summary

Lisa has more than 20 years experience as a regional field service manager for Securus Technologies. She is the regional service manager for all correctional facilities located within the north east region - Maine to Virginia and works very closely with her customers to ensure their total satisfaction.

Experience

- Performs remote employee management and scheduling for both field service technicians and field service administration
 - Ensure customer management and retention
 - Provides employee and customer systems training
 - Performs technical and service administration duties as required
 - Responsible for scheduling, expense management and budgeting
 - Has 16 direct reports
 - Serves as the first point of contact for all assigned customers
 - Interacts on a daily basis with customers, partners, employees
-

Training/Certifications

- HEAT Training Module
 - Leading Teams: Dealing with Conflict
 - Manipulating and Formatting Data and Worksheets
 - Microsoft Office 2007: Sharing Information with OneNote 2007
 - Support Center Tools, Technologies and Metrics
 - Communication Business Etiquette
 - Essential Skills for Professional Telephone Calls
 - Health and Safety in the Workplace (HRCI/PHR - aligned)
 - Customer Service Fundamentals
 - Leading an Effective Business Meeting
 - Management Essentials: Delegating
 - Leadership Essentials: Building Your Influence as a Leader
 - Essentials of Interviewing and Hiring: Selecting the Right Candidate
-

Education

Salisbury State University

- 1990 - 1992, General Accounting
- 1994 and 1998, Customer Relations
- 1986 - 1996, Principals of Real Estate (Licensed Realtor in Maryland)
- 1998 - 2000, Mountain State Employee's Council - Management Training
- 2012 - Securus Field Service Management Certification

II-5. Personnel

APPENDIX F

PERSONNEL EXPERIENCE BY KEY POSITION

Key Positions	Personnel Name	Previous Experience with (complete with requirements COPA needs)	Indicate Number of years Experience in Each Applicable Category Below	Previous Other Relevant Experience (Briefly Specify)	Previous Experience Proposed Role	Committed Full time? (Percentages must be given for any part-time resources)
State Manager	McGuigon, Janice	Former prime contractor for PADOCC contract (Verizon 1996 - 2004) (15) years - Corrections Sales, Operations and Product Management (9) years experience leading, directing managing PA Field Team for PADOCC contract; daily interaction with team members for all administrative and technical support of the inmate phone system; oversee team schedules for coverage and dispatch for system outages; recruitment and training of all team hires; function as the team liaison for prime contractor	<p>Availability Experience with other (complete with requirements COPA needs)</p> <p>Previous: Experience leading, directing, managing PA Field Team of (19) Site Administrators and (4) Field Service Technicians</p>	<p>BS - Business Administration/Marketing - Drexel University - 1996</p> <p>PMP Certification - PMI - July 2013</p>	(9) years experience leading, directing, managing PA Field Team of (19) Site Administrators and (4) Field Service Technicians	Yes, Full time
System Administrator	Allen, Dawn	On site data entry of all inmate allowed call list entries; producing reports for DOC for investigative research and system reports; managing call inquiries from inmate family/friends and DOC staff; daily diagnostics to assure system availability and performance; system training for DOC personnel	<p>Availability Experience with other (complete with requirements COPA needs)</p> <p>Previous: Degree-Marketing 20 years telecommunications experience; AT&T project management certification; IP solutions; T.1.5 services</p>	Associates Degree-Marketing 20 years telecommunications experience; AT&T project management certification; IP solutions; T.1.5 services	(3) years on-site system administration at PADOCC facility	Yes, Full time

II-5. Personnel

		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 (complete with requirements COPA needs)	Availability Experience with other (complete with requirements COPA needs)	Previous Other Relevant Experience (Briefly Specify)	Previous Experience Proposed Role	
System Administrator	Anguish, Kimberlee	On site data entry of all inmate allowed call list entries; producing reports for DOC for investigative research and system reports; managing call inquiries from inmate family/friends and DOC staff; daily diagnostics to assure system availability and performance; system training for DOC personnel		Computer processing Installation of voice and data cabling, telephone, and voicemail systems; testing and certification of LAN networks; owner of Benchmark Communications for 10 years	(5) years on-site system administration at PADOC facility	Yes, Full time
System Administrator	Ashelman, Michele	On site data entry of all inmate allowed call list entries; producing reports for DOC for investigative research and system reports; managing call inquiries from inmate family/friends and DOC staff; daily diagnostics to assure system availability and performance; system training for DOC personnel			(15) years on-site system administration at PADOC facility	Yes, Full time

II-5. Personnel

		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 (complete with requirements COPA needs)	Availability Experience with other (complete with requirements COPA needs)	Previous Other Relevant Experience (Briefly Specify)	Previous Experience Proposed Role	
System Administrator	Burdette, Kimberly	On site data entry of all inmate allowed call list entries; producing reports for DOC for investigative research and system reports; managing call inquiries from inmate family/friends and DOC staff; daily diagnostics to assure system availability and performance; system training for DOC personnel daily, weekly, monthly basis		Computer programming	(4) years on-site system administration at PADOCC facility	Yes, Full time
System Administrator	Diehl, Melissa	On site data entry of all inmate allowed call list entries; producing reports for DOC for investigative research and system reports; managing call inquiries from inmate family/friends and DOC staff; daily diagnostics to assure system availability and performance; system training for DOC personnel		Certified Office Professional	(2) years on-site system administration at PADOCC facility	Yes, Full time
System Administrator	Doutt, Priscilla	On site data entry of all inmate allowed call list entries; producing reports for DOC for investigative research and system reports; managing call inquiries from inmate family/friends and DOC staff; daily diagnostics to assure system availability and performance; system training for DOC personnel			(9) years on-site system administration at PADOCC facility	Yes, Full time

II-5. Personnel

		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 (complete with requirements COPA needs)	Availability Experience with other (complete with requirements COPA needs)	Previous Other Relevant Experience (Briefly Specify)	Previous Experience Proposed Role	
System Administrator	Gahagen, Brian	On site data entry of all inmate allowed call list entries; producing reports for DOC for investigative research and system reports; managing call inquiries from inmate family/friends and DOC staff; daily diagnostics to assure system availability and performance; system training for DOC personnel		Associates-Business Management	(1) month on-site system administration at PADOCC facility	Yes, Full time
System Administrator	Hodge, Amy	On site data entry of all inmate allowed call list entries; producing reports for DOC for investigative research and system reports; managing call inquiries from inmate family/friends and DOC staff; daily diagnostics to assure system availability and performance; system training for DOC personnel		Diploma in Marketing and Business Retail	(11) years on-site system administration at PADOCC facility	Yes, Full time
System Administrator	Kauffman, Alysia	On site data entry of all inmate allowed call list entries; producing reports for DOC for investigative research and system reports; managing call inquiries from inmate family/friends and DOC staff; daily diagnostics to assure system availability and performance; system training for DOC personnel			(6) years on-site system administration at PADOCC facility	Yes, Full time

II-5. Personnel

		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 (complete with requirements COPA needs)	Availability Experience with other (complete with requirements COPA needs)	Previous Other Relevant Experience (Briefly Specify)	Previous Experience Proposed Role	
System Administrator	Mack, Kelly	On site data entry of all inmate allowed call list entries; producing reports for DOC for investigative research and system reports; managing call inquiries from inmate family/friends and DOC staff; daily diagnostics to assure system availability and performance; system training for DOC personnel. Back up for remote ticket processing.		Associates of Science-General Studies	(12) years on-site system administration at PADOC facility	Yes, Full time
System Administrator	MacRae, Margaret	On site data entry of all inmate allowed call list entries; producing reports for DOC for investigative research and system reports; managing call inquiries from inmate family/friends and DOC staff; daily diagnostics to assure system availability and performance; system training for DOC personnel		Diploma in Marketing	(14) years on-site system administration at PADOC facility	Yes, Full time
System Administrator	Maines, Wendy	Remote PA Customer Service Specialist. Responsible for the overall administration of all PADOC trouble tickets. These responsibilities entail the opening, closing, and updating of the trouble tickets reported by the on-site Administrators as well as the tickets reported by GTL/Tom Fulton.		Associates of Art-Concentration in Communications Certified Office Professional	(10) years on-site system administration at PADOC facility	Yes, Full time

II-5. Personnel

		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 (complete with requirements COPA needs)	Availability Experience with other (complete with requirements COPA needs)	Previous Other Relevant Experience (Briefly Specify)	Previous Experience Proposed Role	
System Administrator	Mancini, Patricia	On site data entry of all inmate allowed call list entries; producing reports for DOC for investigative research and system reports; managing call inquiries from inmate family/friends and DOC staff; daily diagnostics to assure system availability and performance; system training for DOC personnel			(16) years on-site system administration at PADOCC facility	Yes, Full time
System Administrator	Reinhart, Rashelle	On site data entry of all inmate allowed call list entries; producing reports for DOC for investigative research and system reports; managing call inquiries from inmate family/friends and DOC staff; daily diagnostics to assure system availability and performance; system training for DOC personnel		Licensed Realtor	(9) years on-site system administration at PADOCC facility	Yes, Full time
System Administrator	Roberts, Donna Lee	On site data entry of all inmate allowed call list entries; producing reports for DOC for investigative research and system reports; managing call inquiries from inmate family/friends and DOC staff; daily diagnostics to assure system availability and performance; system training for DOC personnel		Certified Paralegal	(5) years on-site system administration at PADOCC facility	Yes, Full time

II-5. Personnel

Indicate Number of years Experience in Each Applicable Category Below						
Key Positions	Personnel Name	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	Committed Full time? (Percentages must be given for any part-time resources)
System Administrator	Stitt, Maria	On site data entry of all inmate allowed call list entries; producing reports for DOC for investigative research and system reports; managing call inquiries from inmate family/friends and DOC staff; daily diagnostics to assure system availability and performance; system training for DOC personnel		Licensed Practical Nurse	(4) years on-site system administration at PADOCC facility	Yes, Full time
System Administrator	Tressler, Mary Lynn	On site data entry of all inmate allowed call list entries; producing reports for DOC for investigative research and system reports; managing call inquiries from inmate family/friends and DOC staff; daily diagnostics to assure system availability and performance; system training for DOC personnel		Certified Dental Assistant	(14) years on-site system administration at PADOCC facility	Yes, Full time
System Administrator	Weigle, Lana	On site data entry of all inmate allowed call list entries; producing reports for DOC for investigative research and system reports; managing call inquiries from inmate family/friends and DOC staff; daily diagnostics to assure system availability and performance; system training for DOC personnel		Associates of Arts-Business Management Bachelors of Science-Business Administration	(8) months on-site system administration at PADOCC facility	Yes, Full time
1 current vacancy						

II-5. Personnel

Indicate Number of years Experience in Each Applicable Category Below						
Key Positions	Personnel Name	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	Committed Full time? (Percentages must be given for any part-time resources)
Lead Field Service Technician	Edward Yatta	Repair and preventative maintenance of inmate call control system equipment, phone instruments, and networking components; conduct monthly analysis of call volume activity to ensure optimal performance and availability of all phones and system		Comp TIA A+ Certified	(16) years Telecommunications experience (7) years providing 24/7 technical support for inmate phone system for PADOCC facilities	Yes, Full Time
Field Service Technician	Bruce Anguish	Repair and preventative maintenance of inmate call control system equipment, phone instruments, and networking components; conduct monthly analysis of call volume activity to ensure optimal performance and availability of all phones and system			(28) years Telecommunications experience (7) years providing 24/7 technical support for inmate phone system for PADOCC facilities	Yes, Full Time
Field Service Technician	Dennis Lewis	Repair and preventative maintenance of inmate call control system equipment, phone instruments, and networking components; conduct monthly analysis of call volume activity to ensure optimal performance and availability of all phones and system			(36) years Telecommunications experience (7) years providing 24/7 technical support for inmate phone system for PADOCC facilities	Yes, Full Time

II-5. Personnel

		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 (complete with requirements COPA needs)	Availability Experience with other (complete with requirements COPA needs)	Previous Other Relevant Experience (Briefly Specify)	Previous Experience Proposed Role	
Field Service Technician	Mark Zercie	Repair and preventative maintenance of inmate call control system equipment, phone instruments, and networking components; conduct monthly analysis of call volume activity to ensure optimal performance and availability of all phones and system		Comp TIA A+ Certified	29 years Telecommunications experience (4) years providing 24/7 technical support for inmate phone system for PADOC facilities	Yes, Full Time

II-6. Training

If 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. Additional detail is provided in **Part IV** of this RFP.

● **Securus has read, understands, and complies with this requirement.**

Securus provides product training covering all SCP features in the agreement with the PADO. Experienced Securus employees conduct all training through online instructor-led classes or on-site, one-on-one and classroom training sessions at no cost to you. We deliver standard training using both hands-on experience with your data and using instructor demonstrations to ensure each trainee understands all SCP concepts.

Securus training programs enable facility staff to use all features the first day of installation. Since products are Web-based, after a two- to three- hour training session most officers find it easy to maneuver through the features immediately.

In addition to standard training, Securus will work with you to customize your online training experience to meet the unique needs of your staff and facility. We offer separate classes focused on different agency functions such as, creative investigations, well-organized live call monitoring, and efficient system administration. Training for product upgrades, new facility staff, or a general refresher course is offered through online instructor-led courses available twice a month throughout the year—*Securus ongoing training ensures your staff always “stays on top” current and newly released SCP features.*

SCP Training Course Modules

Securus is committed to providing your staff with training that will maximize the potential of the features implemented at your facility. Training courses are in a user-friendly, task-oriented format to teach your officers what they need to know to do their job. We present courses in separate modules based on the types of duties officers tend to perform using the SCP inmate telephone system while expressing the unique features of applications.

II-6. Training

The following table presents the standard SCP training course modules and associated learning objectives.

SCP Course Modules

Course Module	Objective
Getting Started	<ul style="list-style-type: none">• Logging in• Navigating through the features• Managing your password• Contacting Technical Support for service calls
User Administration Activities	<ul style="list-style-type: none">• Creating and changing user accounts• Defining a user's role and granting access permission• Resetting a user's password• Deactivating and/or deleting users• Running user management reports
Inmate Administration Activities	<ul style="list-style-type: none">• Adding and changing inmate phone accounts• Deactivating inmate phone accounts• Setting up the phones to meet your requirements• Using administrative reports
Monitoring Activities	<ul style="list-style-type: none">• Reviewing Call Detail Records (CDRs)• Monitoring live calls• Listening to recorded calls• Using monitoring reports• Saving calls and burning to CD
Investigation Activities	<ul style="list-style-type: none">• Using CDRs for investigations• Recognizing trends in inmate activity• Using other investigative tools to collect information for evidence• "Digging" into the details
Super User Activities	<ul style="list-style-type: none">• Learning time-saving ITS and tricks• Discussing actual facility situations and turning evidence into intelligence• Troubleshooting for operational and maintenance staff to minimize unnecessary service calls

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.

● **Securus has read, understands, and complies with this requirement.**

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.

● **Securus has read, understands, and complies with this requirement.**

Attachments

This section includes the following attachments:

Attachment A: Domestic Workforce Utilization Certification Form

Attachment B: Sample Commission Report

Attachment C: Implementation Project Schedule

Attachment D: Appendix 1, 2 and 3

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, Chief Operating Officer [title] of Securus Technologies, Inc. [name of Contractor] a Delaware [place of incorporation] corporation or other legal entity, ("Contractor") located at 14651 Dallas Parkway, Suite 600, Dallas, TX 75254 [address], having a Social Security or Federal Identification Number of 75-2722144, 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:



Karen Kennedy
Signature/Date 12.12.13

Karen Kennedy
Printed Name/Title

Securus Technologies, Inc.
Corporate or Legal Entity's Name

Robert E. Pickens 12/12/13
Signature/Date

Robert E. Pickens, Chief Operating Officer
Printed Name/Title

Attachment B: Sample Commission Report

Attachment C: Implementation Project Schedule

SECURUS TECHNOLOGIES, INC. 1000 PENNSYLVANIA AVENUE, SUITE 1000, PHILADELPHIA, PA 19106
TEL: 215-381-1000 FAX: 215-381-1001 WWW.SECURUSTECH.COM

ID	Task Name	Duration	Start	Finish
1	SECURUS Offender Calling System Installation Project Plan for Pennsylvania Department of Correction	78.56 days	Mon 1/6/14	Thu 4/24/14
2	Offender Calling System Installation & Cut-Over	78.56 days	Mon 1/6/14	Thu 4/24/14
3	Project Initiation Phase	35 days	Mon 1/6/14	Fri 2/21/14
4	Welcome to Securus!	3 days	Mon 1/6/14	Wed 1/8/14
5	Upon contract execution - Securus Account Executive to call Pennsylvania DOC	2 days	Mon 1/6/14	Tue 1/7/14
6	Arrange face-to-face meeting on-site at Pennsylvania DOC location	1 day	Mon 1/6/14	Mon 1/6/14
7	Project Manager Introduction with Pennsylvania DOC	1 day	Tue 1/7/14	Tue 1/7/14
8	Identify point of contact and contact information for each correctional facility location	2 hrs	Tue 1/7/14	Tue 1/7/14
9	Facility address verification and telecom demarcation verification	2 hrs	Tue 1/7/14	Tue 1/7/14
10	Site Survey access and scheduling	4 hrs	Tue 1/7/14	Tue 1/7/14
11	On Site Kick-Off meeting with Pennsylvania DOC & Securus Account Team	1 day	Wed 1/8/14	Wed 1/8/14
12	Review:	1 day	Wed 1/8/14	Wed 1/8/14
13	Project Team structure for Securus and Pennsylvania DOC	3 hrs	Wed 1/8/14	Wed 1/8/14
14	Preliminary project plan & implementation schedule	1 hr	Wed 1/8/14	Wed 1/8/14
15	Establish meeting schedule and communication plans	1 hr	Wed 1/8/14	Wed 1/8/14
16	Integration opportunities for automated PIN/PAN data management	1 hr	Wed 1/8/14	Wed 1/8/14
17	Review field service access/scheduling & telecom vendor scheduling options	1 hr	Wed 1/8/14	Wed 1/8/14
18	Distribution of informational literature/collateral for public & Offenders	1 hr	Wed 1/8/14	Wed 1/8/14
19	Site Surveys conducted by Securus Field Services Team	1 hr	Wed 1/8/14	Wed 1/8/14
20	DEPARTMENT OF CORRECTIONS CENTRAL OFFICE	26 days	Mon 1/13/14	Mon 2/17/14
21	Demarc & ITS Location inspection	2 days	Mon 1/13/14	Tue 1/14/14
22	Offender Calling locations - survey	1 day	Mon 1/13/14	Mon 1/13/14
23	Environmental evaluation & testing	1 day	Tue 1/14/14	Tue 1/14/14
24	ALBION STATE CORRECTIONAL INSTITUTION - 72 Phones	1 day	Tue 1/14/14	Tue 1/14/14
25	Demarc & ITS Location inspection	2 days	Mon 1/13/14	Tue 1/14/14
26	Offender Calling locations - survey	1 day	Mon 1/13/14	Mon 1/13/14
27	Environmental evaluation & testing	1 day	Tue 1/14/14	Tue 1/14/14
28	CAMBRIDGE SPRINGS STATE CORRECTIONAL INSTITUTION - 57 Phones	1 day	Tue 1/14/14	Tue 1/14/14
29	Demarc & ITS Location inspection	2 days	Mon 1/13/14	Tue 1/14/14
30	Offender Calling locations - survey	1 day	Mon 1/13/14	Mon 1/13/14
31	Environmental evaluation & testing	1 day	Tue 1/14/14	Tue 1/14/14
32	FOREST STATE CORRECTIONAL INSTITUTION - 113 Phones	1 day	Tue 1/14/14	Tue 1/14/14
33	Demarc & ITS Location inspection	2 days	Wed 1/15/14	Thu 1/16/14
34	Offender Calling locations - survey	1 day	Wed 1/15/14	Wed 1/15/14

ID	Task Name	Duration	Start	Finish
35	Environmental evaluation & testing	1 day	Thu 1/16/14	Thu 1/16/14
36	MERCER STATE CORRECTIONAL INSTITUTION - 38 Phones	2 days	Wed 1/15/14	Thu 1/16/14
37	Demarc & ITS Location inspection	1 day	Wed 1/15/14	Wed 1/15/14
38	Offender Calling locations - survey	1 day	Thu 1/16/14	Thu 1/16/14
39	Environmental evaluation & testing	1 day	Thu 1/16/14	Thu 1/16/14
40	QUEHANNA MOTIVATIONAL BOOT CAMP - 25 Phones	2 days	Fri 1/17/14	Mon 1/20/14
41	Demarc & ITS Location inspection	1 day	Fri 1/17/14	Fri 1/17/14
42	Offender Calling locations - survey	1 day	Mon 1/20/14	Mon 1/20/14
43	Environmental evaluation & testing	1 day	Mon 1/20/14	Mon 1/20/14
44	HOULTDALE STATE CORRECTIONAL INSTITUTION - 82 Phones	2 days	Fri 1/17/14	Mon 1/20/14
45	Demarc & ITS Location inspection	1 day	Fri 1/17/14	Fri 1/17/14
46	Offender Calling locations - survey	1 day	Mon 1/20/14	Mon 1/20/14
47	Environmental evaluation & testing	1 day	Mon 1/20/14	Mon 1/20/14
48	PINE GROVE STATE CORRECTIONAL INSTITUTION - 82 Phones	2 days	Tue 1/21/14	Wed 1/22/14
49	Demarc & ITS Location inspection	1 day	Tue 1/21/14	Tue 1/21/14
50	Offender Calling locations - survey	1 day	Wed 1/22/14	Wed 1/22/14
51	Environmental evaluation & testing	1 day	Wed 1/22/14	Wed 1/22/14
52	PITTSBURGH STATE CORRECTIONAL INSTITUTION - 137 Phones	2 days	Tue 1/21/14	Wed 1/22/14
53	Demarc & ITS Location inspection	1 day	Tue 1/21/14	Tue 1/21/14
54	Offender Calling locations - survey	1 day	Wed 1/22/14	Wed 1/22/14
55	Environmental evaluation & testing	1 day	Wed 1/22/14	Wed 1/22/14
56	FAYETTE STATE CORRECTIONAL INSTITUTION - 114 Phones	2 days	Thu 1/23/14	Fri 1/24/14
57	Demarc & ITS Location inspection	1 day	Thu 1/23/14	Thu 1/23/14
58	Offender Calling locations - survey	1 day	Fri 1/24/14	Fri 1/24/14
59	Environmental evaluation & testing	1 day	Fri 1/24/14	Fri 1/24/14
60	GREENE STATE CORRECTIONAL INSTITUTION - 99 Phones	2 days	Thu 1/23/14	Fri 1/24/14
61	Demarc & ITS Location inspection	1 day	Thu 1/23/14	Thu 1/23/14
62	Offender Calling locations - survey	1 day	Fri 1/24/14	Fri 1/24/14
63	Environmental evaluation & testing	1 day	Fri 1/24/14	Fri 1/24/14
64	LAUREL HIGHLANDS STATE CORRECTIONAL INSTITUTION - 61 Phones	2 days	Mon 1/27/14	Tue 1/28/14
65	Demarc & ITS Location inspection	1 day	Mon 1/27/14	Mon 1/27/14
66	Offender Calling locations - survey	1 day	Tue 1/28/14	Tue 1/28/14
67	Environmental evaluation & testing	1 day	Tue 1/28/14	Tue 1/28/14
68	SOMERSET STATE CORRECTIONAL INSTITUTION - 72 Phones	2 days	Mon 1/27/14	Tue 1/28/14

ID	Task Name	Duration	Start	Finish
69	Demarc & ITS Location inspection	1 day	Mon 1/27/14	Mon 1/27/14
70	Offender Calling locations - survey	1 day	Tue 1/28/14	Tue 1/28/14
71	Environmental evaluation & testing	1 day	Tue 1/28/14	Tue 1/28/14
72	MUNCY STATE CORRECTIONAL INSTITUTION - 53 Phones	2 days	Wed 1/29/14	Thu 1/30/14
73	Demarc & ITS Location inspection	1 day	Wed 1/29/14	Wed 1/29/14
74	Offender Calling locations - survey	1 day	Thu 1/30/14	Thu 1/30/14
75	Environmental evaluation & testing	1 day	Thu 1/30/14	Thu 1/30/14
76	SCI BENNER TOWNSHIP - 85 Phones	2 days	Wed 1/29/14	Thu 1/30/14
77	Demarc & ITS Location inspection	1 day	Wed 1/29/14	Wed 1/29/14
78	Offender Calling locations - survey	1 day	Thu 1/30/14	Thu 1/30/14
79	Environmental evaluation & testing	1 day	Thu 1/30/14	Thu 1/30/14
80	ROCKVIEW STATE CORRECTIONAL INSTITUTION - 69 Phones	2 days	Fri 1/31/14	Mon 2/3/14
81	Demarc & ITS Location inspection	1 day	Fri 1/31/14	Fri 1/31/14
82	Offender Calling locations - survey	1 day	Mon 2/3/14	Mon 2/3/14
83	Environmental evaluation & testing	1 day	Mon 2/3/14	Mon 2/3/14
84	SMITHFIELD STATE CORRECTIONAL INSTITUTION - 52 Phones	2 days	Fri 1/31/14	Mon 2/3/14
85	Demarc & ITS Location inspection	1 day	Fri 1/31/14	Fri 1/31/14
86	Offender Calling locations - survey	1 day	Mon 2/3/14	Mon 2/3/14
87	Environmental evaluation & testing	1 day	Mon 2/3/14	Mon 2/3/14
88	HUNTINGDON STATE CORRECTIONAL INSTITUTION - 48 Phones	2 days	Tue 2/4/14	Wed 2/5/14
89	Demarc & ITS Location inspection	1 day	Tue 2/4/14	Tue 2/4/14
90	Offender Calling locations - survey	1 day	Wed 2/5/14	Wed 2/5/14
91	Environmental evaluation & testing	1 day	Wed 2/5/14	Wed 2/5/14
92	CAMP HILL STATE CORRECTIONAL INSTITUTION - 113 Phones	2 days	Tue 2/4/14	Wed 2/5/14
93	Demarc & ITS Location inspection	1 day	Tue 2/4/14	Tue 2/4/14
94	Offender Calling locations - survey	1 day	Wed 2/5/14	Wed 2/5/14
95	Environmental evaluation & testing	1 day	Wed 2/5/14	Wed 2/5/14
96	COAL TOWNSHIP STATE CORRECTIONAL INSTITUTION - 77 Phones	2 days	Thu 2/6/14	Fri 2/7/14
97	Demarc & ITS Location inspection	1 day	Thu 2/6/14	Thu 2/6/14
98	Offender Calling locations - survey	1 day	Fri 2/7/14	Fri 2/7/14
99	Environmental evaluation & testing	1 day	Fri 2/7/14	Fri 2/7/14
100	MAHONEY STATE CORRECTIONAL INSTITUTION - 61 Phones	2 days	Thu 2/6/14	Fri 2/7/14
101	Demarc & ITS Location inspection	1 day	Thu 2/6/14	Thu 2/6/14
102	Offender Calling locations - survey	1 day	Fri 2/7/14	Fri 2/7/14

ID	Task Name	Duration	Start	Finish
103	Environmental evaluation & testing	1 day	Fri 2/7/14	Fri 2/7/14
104	FRACKVILLE STATE CORRECTIONAL INSTITUTION - 37 Phones	2 days	Mon 2/10/14	Tue 2/11/14
105	Demarc & ITS Location inspection	1 day	Mon 2/10/14	Mon 2/10/14
106	Offender Calling locations - survey	1 day	Tue 2/11/14	Tue 2/11/14
107	Environmental evaluation & testing	1 day	Tue 2/11/14	Tue 2/11/14
108	RETREAT STATE CORRECTIONAL INSTITUTION - 30 Phones	2 days	Mon 2/10/14	Tue 2/11/14
109	Demarc & ITS Location inspection	1 day	Mon 2/10/14	Mon 2/10/14
110	Offender Calling locations - survey	1 day	Tue 2/11/14	Tue 2/11/14
111	Environmental evaluation & testing	1 day	Tue 2/11/14	Tue 2/11/14
112	DALLAS STATE CORRECTIONAL INSTITUTION - 43 Phones	2 days	Wed 2/12/14	Thu 2/13/14
113	Demarc & ITS Location inspection	1 day	Wed 2/12/14	Wed 2/12/14
114	Offender Calling locations - survey	1 day	Thu 2/13/14	Thu 2/13/14
115	Environmental evaluation & testing	1 day	Thu 2/13/14	Thu 2/13/14
116	WAYMART STATE CORRECTIONAL INSTITUTION - 58 Phones	2 days	Wed 2/12/14	Thu 2/13/14
117	Demarc & ITS Location inspection	1 day	Wed 2/12/14	Wed 2/12/14
118	Offender Calling locations - survey	1 day	Thu 2/13/14	Thu 2/13/14
119	Environmental evaluation & testing	1 day	Thu 2/13/14	Thu 2/13/14
120	GRATERFORD STATE CORRECTIONAL INSTITUTION - 133 Phones	2 days	Fri 2/14/14	Mon 2/17/14
121	Demarc & ITS Location inspection	1 day	Fri 2/14/14	Fri 2/14/14
122	Offender Calling locations - survey	1 day	Mon 2/17/14	Mon 2/17/14
123	Environmental evaluation & testing	1 day	Mon 2/17/14	Mon 2/17/14
124	CHESTER STATE CORRECTIONAL INSTITUTION - 85 Phones	2 days	Fri 2/14/14	Mon 2/17/14
125	Demarc & ITS Location inspection	1 day	Fri 2/14/14	Fri 2/14/14
126	Offender Calling locations - survey	1 day	Mon 2/17/14	Mon 2/17/14
127	Environmental evaluation & testing	1 day	Mon 2/17/14	Mon 2/17/14
128	Submit Initial Telecom & Equipment Orders (Preliminary Engineering & Design)	4 days	Tue 2/18/14	Fri 2/21/14
129	Submit orders to Telecom Vendors for MPLS/DSL transport (based on RFP engineering)	1 day	Tue 2/18/14	Tue 2/18/14
130	Submit orders for hardware to warehouse and vendors (vendor managed inventories)	3 days	Wed 2/19/14	Fri 2/21/14
131	Project Planning Phase	17.63 days	Tue 2/18/14	Thu 3/13/14
132	Project Plan Updates	3.25 days	Wed 2/26/14	Mon 3/3/14
133	Contact Telecom Vendor for estimated delivery dates on all transport orders	2 hrs	Wed 2/26/14	Wed 2/26/14
134	Obtain estimated delivery dates for ITS hardware materials	2 hrs	Mon 3/3/14	Mon 3/3/14
135	Securus & Pennsylvania DOC Project Team Meeting - Touch Point	1.75 days	Mon 3/3/14	Tue 3/4/14
136	Review installation schedule and integration requirements	2 hrs	Mon 3/3/14	Mon 3/3/14

ID	Task Name	Duration	Start	Finish
137	Review telecom and hardware delivery schedules	3 hrs	Mon 3/3/14	Mon 3/3/14
138	Update plan & scope of work based on any new information obtained during site surveys	3 hrs	Mon 3/3/14	Tue 3/4/14
139	Create Risk Management & Mitigation Plan	2 hrs	Tue 3/4/14	Tue 3/4/14
140	Internal Securus review to update project plan	2 hrs	Tue 3/4/14	Tue 3/4/14
141	Produce updated project plan and review with Pennsylvania DOC Team	2 hrs	Tue 3/4/14	Tue 3/4/14
142	Engineering Schematics, Bill of Materials, and Manual of Procedure (MOP) Updates	0.63 days	Tue 2/18/14	Tue 2/18/14
143	Use site survey data to update	2 hrs	Tue 2/18/14	Tue 2/18/14
144	Produce & execute change orders if necessary	1 hr	Tue 2/18/14	Tue 2/18/14
145	Produce finalized engineering and MOP documentation	1 hr	Tue 2/18/14	Tue 2/18/14
146	Host Securus Project Team review meeting to review updated MOP and timelines	1 hr	Tue 2/18/14	Tue 2/18/14
147	Securus & Pennsylvania DOC Project Team Meeting - Touch Point / Final Project Plan Sign-Off	0.38 days	Tue 2/18/14	Tue 2/18/14
148	Review updated project plan & MOP	1 hr	Tue 2/18/14	Tue 2/18/14
149	Pennsylvania DOC Sign-Off on final plans	1 hr	Tue 2/18/14	Tue 2/18/14
150	Confirm building access & schedules for Securus Installation Teams	1 hr	Tue 2/18/14	Tue 2/18/14
151	Pre-Install Preparation	16.63 days	Wed 2/19/14	Thu 3/13/14
152	Customer Provisioning	0.63 days	Wed 2/19/14	Wed 2/19/14
153	Provisioning requirements/features for each Site - ITS Customer Configuration	1 hr	Wed 2/19/14	Wed 2/19/14
154	Submit Customer Configurations to Install Support	1 hr	Wed 2/19/14	Wed 2/19/14
155	Equipment Provisioned to Site requirements/features	2 hrs	Wed 2/19/14	Wed 2/19/14
156	Quality Control Checkpoint - Customer Provisioning	1 day	Wed 2/19/14	Thu 2/20/14
157	Customer Data Management	4 hrs	Wed 2/19/14	Thu 2/20/14
158	Retrieve customer specific data (block number lists, free calling lists, etc.) from existing equ	1 hr	Thu 2/20/14	Thu 2/20/14
159	Site specific voice prompts & tag lines	1 hr	Thu 2/20/14	Thu 2/20/14
160	Upload blocked number files	1 hr	Thu 2/20/14	Thu 2/20/14
161	Upload free and privileged number files	1 hr	Thu 2/20/14	Thu 2/20/14
162	Produce data migration plan for debit accounts and debit balances - coordinate transfers at	1 hr	Thu 2/20/14	Thu 2/20/14
163	OMS/E-Imports Integration	15 days	Thu 2/20/14	Thu 3/13/14
164	Offender PIN account creation and management	1 wk	Thu 2/20/14	Thu 2/27/14
165	Offender PAN account creation and management	1 wk	Thu 2/27/14	Thu 3/6/14
166	Automated file delivery for account management and debit funds management	1 wk	Thu 3/6/14	Thu 3/13/14
167	Project Execution Phase	58.25 days	Wed 1/22/14	Mon 4/14/14
168	Local Exchange Carrier (LEC) access for MPLS Installation	33 days	Fri 2/21/14	Tue 4/8/14
169	Confirm LEC access schedules with Pennsylvania DOC contacts (LEC access only. Securus Tech)	1 hr	Mon 2/24/14	Mon 2/24/14
170	LEC MPLS TI Installations:	33 days	Fri 2/21/14	Tue 4/8/14

ID	Task Name	Duration	Start	Finish
171	DEPARTMENT OF CORRECTIONS CENTRAL OFFICE	1 day	Wed 3/5/14	Wed 3/5/14
172	ALBION STATE CORRECTIONAL INSTITUTION - 72 Phones	1 day	Wed 3/5/14	Wed 3/5/14
173	CAMBRIDGE SPRINGS STATE CORRECTIONAL INSTITUTION - 57 Phones	1 day	Wed 3/5/14	Wed 3/5/14
174	FOREST STATE CORRECTIONAL INSTITUTION - 113 Phones	1 day	Fri 2/21/14	Fri 2/21/14
175	MERCER STATE CORRECTIONAL INSTITUTION - 38 Phones	1 day	Fri 3/7/14	Fri 3/7/14
176	QUEHANNA MOTIVATIONAL BOOT CAMP - 25 Phones	1 day	Tue 3/11/14	Tue 3/11/14
177	HOUTSDALE STATE CORRECTIONAL INSTITUTION - 82 Phones	1 day	Tue 3/11/14	Tue 3/11/14
178	PINE GROVE STATE CORRECTIONAL INSTITUTION - 82 Phones	1 day	Thu 3/13/14	Thu 3/13/14
179	PITTSBURGH STATE CORRECTIONAL INSTITUTION - 137 Phones	1 day	Thu 3/13/14	Thu 3/13/14
180	FAYETTE STATE CORRECTIONAL INSTITUTION - 114 Phones	1 day	Mon 3/17/14	Mon 3/17/14
181	GREENE STATE CORRECTIONAL INSTITUTION - 99 Phones	1 day	Mon 3/17/14	Mon 3/17/14
182	LAUREL HIGHLANDS STATE CORRECTIONAL INSTITUTION - 61 Phones	1 day	Wed 3/19/14	Wed 3/19/14
183	SOMERSET STATE CORRECTIONAL INSTITUTION - 72 Phones	1 day	Wed 3/19/14	Wed 3/19/14
184	MUNCY STATE CORRECTIONAL INSTITUTION - 53 Phones	1 day	Fri 3/21/14	Fri 3/21/14
185	SCI BENNER TOWNSHIP - 85 Phones	1 day	Fri 3/21/14	Fri 3/21/14
186	ROCKVIEW STATE CORRECTIONAL INSTITUTION - 69 Phones	1 day	Tue 3/25/14	Tue 3/25/14
187	SMITHFIELD STATE CORRECTIONAL INSTITUTION - 52 Phones	1 day	Tue 3/25/14	Tue 3/25/14
188	HUNTINGDON STATE CORRECTIONAL INSTITUTION - 48 Phones	1 day	Thu 3/27/14	Thu 3/27/14
189	CAMP HILL STATE CORRECTIONAL INSTITUTION - 113 Phones	1 day	Thu 3/27/14	Thu 3/27/14
190	COAL TOWNSHIP STATE CORRECTIONAL INSTITUTION - 77 Phones	1 day	Mon 3/31/14	Mon 3/31/14
191	MAHONEY STATE CORRECTIONAL INSTITUTION - 61 Phones	1 day	Mon 3/31/14	Mon 3/31/14
192	FRACKVILLE STATE CORRECTIONAL INSTITUTION - 37 Phones	1 day	Wed 4/2/14	Wed 4/2/14
193	RETREAT STATE CORRECTIONAL INSTITUTION - 30 Phones	1 day	Wed 4/2/14	Wed 4/2/14
194	DALLAS STATE CORRECTIONAL INSTITUTION - 43 Phones	1 day	Fri 4/4/14	Fri 4/4/14
195	WAYMART STATE CORRECTIONAL INSTITUTION - 58 Phones	1 day	Fri 4/4/14	Fri 4/4/14
196	GRATERFORD STATE CORRECTIONAL INSTITUTION - 133 Phones	1 day	Tue 4/8/14	Tue 4/8/14
197	CHESTER STATE CORRECTIONAL INSTITUTION - 85 Phones	1 day	Tue 4/8/14	Tue 4/8/14
198	Securus & Pennsylvania DOC Project Team Meeting - Touch Point	33.88 days	Wed 2/5/14	Mon 3/24/14
199	Review current progress	1 hr	Mon 3/24/14	Mon 3/24/14
200	Confirm LEC installations progress	1 day	Mon 3/24/14	Mon 3/24/14
201	Confirm hardware Shipments processed and verified each facility delivery locations	1 day	Wed 2/5/14	Thu 2/6/14
202	Review and confirm Securus Installation Team schedules and facility access	1 day	Mon 3/3/14	Tue 3/4/14
203	Review and confirm Securus/Vendor plan	1 day	Tue 3/4/14	Wed 3/5/14
204	Review remaining actions for project plan - including Incumbent exit strategy and MOP for curl	1 day	Wed 3/5/14	Thu 3/6/14

ID	Task Name	Duration	Start	Finish
205	OMS/E-import Integration	20 days	Wed 1/22/14	Wed 2/19/14
206	Test integration for PIN account creation and management	2 wks	Wed 1/22/14	Wed 2/5/14
207	Test integration for PAN account creation and management	2 wks	Wed 1/22/14	Wed 2/5/14
208	Test integration for automated file delivery	2 wks	Wed 2/5/14	Wed 2/19/14
209	Certify integration	2 wks	Wed 2/5/14	Wed 2/19/14
210	Produce plan for integration / SCP installation - coordinate integration to complete when site	49 days	Wed 2/5/14	Wed 2/19/14
211	Facility Implementation of Hardware and Transport By Phase and Site	25 days	Wed 2/5/14	Mon 4/14/14
212	DEPARTMENT OF CORRECTIONS CENTRAL OFFICE	25 days	Wed 2/5/14	Tue 3/11/14
213	Pre-Installation	25 days	Wed 2/5/14	Tue 3/11/14
214	Receipt & Pre-install ITS Tasks	1.38 days	Wed 2/5/14	Thu 2/6/14
215	Receive Shipment at Site	1 hr	Wed 2/5/14	Wed 2/5/14
216	Verify shipment Content to Pick List	2 hrs	Wed 2/5/14	Wed 2/5/14
217	Telephone room preparation & wiring	1 day	Wed 2/5/14	Thu 2/6/14
218	Pre-install Securus ITS equipment	1 day	Wed 2/5/14	Thu 2/6/14
219	Install ITS Phones	6 days	Thu 2/6/14	Fri 2/14/14
220	Phone room wiring and installation activity	1 day	Thu 2/6/14	Fri 2/7/14
221	Facility wiring and cross connections	1 day	Thu 2/6/14	Fri 2/7/14
222	Telephone replacements/Installation in dormitories	1 day	Thu 2/6/14	Fri 2/7/14
223	Quality Control Checkpoint: Customer Pre-Installation	5 days	Fri 2/7/14	Fri 2/14/14
224	Verify equipment inventory & installation location	1 day	Fri 2/14/14	Mon 2/17/14
225	Verify electrical, network/telecom, and telephone installations meet or exceed standa	1 day	Fri 2/14/14	Mon 2/17/14
226	Complete Field Technician Checklist & return to Project Manager	1 day	Fri 2/14/14	Mon 2/17/14
227	Transport Test & Turn-up Activities with Telecom Provider	3 days	Thu 3/6/14	Mon 3/10/14
228	Transport turned up with Telecom Provider	1 day	Thu 3/6/14	Thu 3/6/14
229	Circuit connected to Securus equipment	1 day	Fri 3/7/14	Fri 3/7/14
230	Installation Support confirmation that Securus equipment on-line	1 day	Mon 3/10/14	Mon 3/10/14
231	Quality Control Checkpoint: Equipment Testing / Functional Validation	1 day	Tue 3/11/14	Tue 3/11/14
232	Verify all Features working properly	1 day	Tue 3/11/14	Tue 3/11/14
233	Verify phones work, port assignments/call groups set	4 hrs	Tue 3/11/14	Tue 3/11/14
234	Complete Test & Validation Checklist and return to Project Manager	4 hrs	Tue 3/11/14	Tue 3/11/14
235	Securus & Pennsylvania DOC Team Meeting - Touch Point	0.13 days	Tue 3/11/14	Tue 3/11/14
236	Review installation progress & quality control documentation for Correctional Facility	1 hr	Tue 3/11/14	Tue 3/11/14
237	Discuss other ongoing and upcoming activities for remaining Pennsylvania DOC install	1 hr	Tue 3/11/14	Tue 3/11/14
238	ALBION STATE CORRECTIONAL INSTITUTION - 72 Phones	25 days	Wed 2/5/14	Tue 3/11/14

ID	Task Name	Duration	Start	Finish
239	Pre-Installation	25 days	Wed 2/5/14	Tue 3/11/14
240	Receipt & Pre-Install ITS Tasks	4 days	Wed 2/5/14	Mon 2/10/14
241	Receive Shipment at Site	1 day	Wed 2/5/14	Wed 2/5/14
242	Verify shipment Content to Pick List	1 day	Thu 2/6/14	Thu 2/6/14
243	Telephone room preparation & wiring	2 days	Fri 2/7/14	Mon 2/10/14
244	Pre-Install Securus ITS equipment	2 days	Fri 2/7/14	Mon 2/10/14
245	Install ITS Phones	7 days	Tue 2/11/14	Wed 2/19/14
246	Phone room wiring and installation activity	2 days	Tue 2/11/14	Wed 2/12/14
247	Facility wiring and cross connections	2 days	Tue 2/11/14	Wed 2/12/14
248	Telephone replacements/installation in dormitories	5 days	Thu 2/13/14	Wed 2/19/14
249	Quality Control Checkpoint: Customer Pre-Installation	1 day	Thu 2/20/14	Thu 2/20/14
250	Verify equipment inventory & installation location	1 day	Thu 2/20/14	Thu 2/20/14
251	Verify electrical, network/telecom, and telephone installations meet or exceed standards	1 day	Thu 2/20/14	Thu 2/20/14
252	Complete Field Technician Checklist & return to Project Manager	1 day	Thu 2/20/14	Thu 2/20/14
253	Transport Test & Turn-up Activities with Telecom Provider	3 days	Thu 3/6/14	Mon 3/10/14
254	Transport turned up with Telecom Provider	1 day	Thu 3/6/14	Thu 3/6/14
255	Circuit connected to Securus equipment	1 day	Fri 3/7/14	Fri 3/7/14
256	Installation Support confirmation that Securus equipment on-line	1 day	Mon 3/10/14	Mon 3/10/14
257	Quality Control Checkpoint: Equipment Testing / Functional Validation	1 day	Tue 3/11/14	Tue 3/11/14
258	Verify all Features working properly	1 day	Tue 3/11/14	Tue 3/11/14
259	Verify phones work, port assignments/call groups set	4 hrs	Tue 3/11/14	Tue 3/11/14
260	Complete Test & Validation Checklist and return to Project Manager	4 hrs	Tue 3/11/14	Tue 3/11/14
261	Securus & Pennsylvania DOC Team Meeting - Touch Point	0.5 days	Tue 3/11/14	Tue 3/11/14
262	Review installation progress & quality control documentation for Correctional Facility	4 hrs	Tue 3/11/14	Tue 3/11/14
263	Discuss other ongoing and upcoming activities for remaining Pennsylvania DOC installations	4 hrs	Tue 3/11/14	Tue 3/11/14
264	CAMBRIDGE SPRINGS STATE CORRECTIONAL INSTITUTION - 57 Phones	25 days	Wed 2/5/14	Tue 3/11/14
265	Pre-Installation	25 days	Wed 2/5/14	Tue 3/11/14
266	Receipt & Pre-Install ITS Tasks	1.38 days	Wed 2/5/14	Thu 2/6/14
267	Receive Shipment at Site	1 hr	Wed 2/5/14	Wed 2/5/14
268	Verify shipment Content to Pick List	2 hrs	Wed 2/5/14	Wed 2/5/14
269	Telephone room preparation & wiring	1 day	Wed 2/5/14	Thu 2/6/14
270	Pre-Install Securus ITS equipment	1 day	Wed 2/5/14	Thu 2/6/14
271	Install ITS Phones	4 days	Thu 2/6/14	Wed 2/12/14
272	Phone room wiring and installation activity	1 day	Thu 2/6/14	Fri 2/7/14

ID	Task Name	Duration	Start	Finish
273	Facility wiring and cross connections	1 day	Thu 2/6/14	Fri 2/7/14
274	Telephone replacements/installation in dormitories	3 days	Fri 2/7/14	Wed 2/12/14
275	Quality Control Checkpoint: Customer Pre-Installation	1 day	Wed 2/12/14	Thu 2/13/14
276	Verify equipment inventory & installation location	1 day	Wed 2/12/14	Thu 2/13/14
277	Verify electrical, network/telecom, and telephone installations meet or exceed standard	1 day	Wed 2/12/14	Thu 2/13/14
278	Complete Field Technician Checklist & return to Project Manager	1 day	Wed 2/12/14	Thu 2/13/14
279	Transport Test & Turn-up Activities with Telecom Provider	3 days	Thu 3/6/14	Mon 3/10/14
280	Transport turned up with Telecom Provider	1 day	Thu 3/6/14	Thu 3/6/14
281	Circuit connected to Securus equipment	1 day	Fri 3/7/14	Fri 3/7/14
282	Installation Support confirmation that Securus equipment on-line	1 day	Mon 3/10/14	Mon 3/10/14
283	Quality Control Checkpoint: Equipment Testing / Functional Validation	1 day	Tue 3/11/14	Tue 3/11/14
284	Verify all Features working properly	1 day	Tue 3/11/14	Tue 3/11/14
285	Verify phones work, port assignments/call groups set	4 hrs	Tue 3/11/14	Tue 3/11/14
286	Complete Test & Validation Checklist and return to Project Manager	4 hrs	Tue 3/11/14	Tue 3/11/14
287	Securus & Pennsylvania DOC Team Meeting - Touch Point	0.5 days	Tue 3/11/14	Tue 3/11/14
288	Review installation progress & quality control documentation for Correctional Facility	4 hrs	Tue 3/11/14	Tue 3/11/14
289	Discuss other ongoing and upcoming activities for remaining Pennsylvania DOC install	4 hrs	Tue 3/11/14	Tue 3/11/14
290	FOREST STATE CORRECTIONAL INSTITUTION - 113 Phones	15 days	Fri 2/7/14	Thu 2/27/14
291	Pre-Installation	15 days	Fri 2/7/14	Thu 2/27/14
292	Receipt & Pre-Install ITS Tasks	1.38 days	Fri 2/7/14	Mon 2/10/14
293	Receive Shipment at Site	1 hr	Fri 2/7/14	Fri 2/7/14
294	Verify shipment Content to Pick List	2 hrs	Fri 2/7/14	Fri 2/7/14
295	Telephone room preparation & wiring	1 day	Fri 2/7/14	Mon 2/10/14
296	Pre-Install Securus ITS equipment	1 day	Fri 2/7/14	Mon 2/10/14
297	Install ITS Phones	3 days	Mon 2/10/14	Thu 2/13/14
298	Phone room wiring and installation activity	1 day	Mon 2/10/14	Tue 2/11/14
299	Facility wiring and cross connections	2 days	Tue 2/11/14	Tue 2/11/14
300	Telephone replacements/installation in dormitories	1 day	Thu 2/13/14	Thu 2/13/14
301	Quality Control Checkpoint: Customer Pre-Installation	1 day	Thu 2/13/14	Fri 2/14/14
302	Verify equipment inventory & installation location	1 day	Thu 2/13/14	Fri 2/14/14
303	Verify electrical, network/telecom, and telephone installations meet or exceed standard	1 day	Thu 2/13/14	Fri 2/14/14
304	Complete Field Technician Checklist & return to Project Manager	1 day	Thu 2/13/14	Fri 2/14/14
305	Transport Test & Turn-up Activities with Telecom Provider	3 days	Mon 2/24/14	Wed 2/26/14
306	Transport turned up with Telecom Provider	1 day	Mon 2/24/14	Mon 2/24/14

ID	Task Name	Duration	Start	Finish
307	Circuit connected to Securus equipment	1 day	Tue 2/25/14	Tue 2/25/14
308	Installation Support confirmation that Securus equipment on-line	1 day	Wed 2/26/14	Wed 2/26/14
309	Quality Control Checkpoint: Equipment Testing / Functional Validation	1 day	Thu 2/27/14	Thu 2/27/14
310	Verify all Features working properly	1 day	Thu 2/27/14	Thu 2/27/14
311	Verify phones work, port assignments/call groups set	4 hrs	Thu 2/27/14	Thu 2/27/14
312	Complete Test & Validation Checklist and return to Project Manager	4 hrs	Thu 2/27/14	Thu 2/27/14
313	Securus & Pennsylvania DOC Team Meeting - Touch Point	0.5 days	Thu 2/27/14	Thu 2/27/14
314	Review installation progress & quality control documentation for Correctional Facility	4 hrs	Thu 2/27/14	Thu 2/27/14
315	Discuss other ongoing and upcoming activities for remaining Pennsylvania DOC install	4 hrs	Thu 2/27/14	Thu 2/27/14
316	MERCER STATE CORRECTINAL INSTITUTION - 38 Phones	25 days	Fri 2/7/14	Thu 3/13/14
317	Pre-Installation	25 days	Fri 2/7/14	Thu 3/13/14
318	Receipt & Pre-Install ITS Tasks	1.38 days	Fri 2/7/14	Mon 2/10/14
319	Receive Shipment at Site	1 hr	Fri 2/7/14	Fri 2/7/14
320	Verify shipment Content to Pick List	2 hrs	Fri 2/7/14	Fri 2/7/14
321	Telephone room preparation & wiring	1 day	Fri 2/7/14	Mon 2/10/14
322	Pre-install Securus ITS equipment	1 day	Fri 2/7/14	Mon 2/10/14
323	Install ITS Phones	6 days	Mon 2/10/14	Tue 2/18/14
324	Phone room wiring and installation activity	1 day	Mon 2/10/14	Tue 2/11/14
325	Facility wiring and cross connections	1 day	Mon 2/10/14	Tue 2/11/14
326	Telephone replacements/installation in dormitories	5 days	Tue 2/11/14	Tue 2/18/14
327	Quality Control Checkpoint: Customer Pre-Installation	1 day	Tue 2/18/14	Wed 2/19/14
328	Verify equipment inventory & installation location	1 day	Tue 2/18/14	Wed 2/19/14
329	Verify electrical, network/telecom, and telephone installations meet or exceed standa	1 day	Tue 2/18/14	Wed 2/19/14
330	Complete Field Technician Checklist & return to Project Manager	1 day	Tue 2/18/14	Wed 2/19/14
331	Transport Test & Turn-up Activities with Telecom Provider	3 days	Mon 3/10/14	Wed 3/12/14
332	Transport turned up with Telecom Provider	1 day	Mon 3/10/14	Mon 3/10/14
333	Circuit connected to Securus equipment	1 day	Tue 3/11/14	Tue 3/11/14
334	Installation Support confirmation that Securus equipment on-line	1 day	Wed 3/12/14	Wed 3/12/14
335	Quality Control Checkpoint: Equipment Testing / Functional Validation	1 day	Thu 3/13/14	Thu 3/13/14
336	Verify all Features working properly	1 day	Thu 3/13/14	Thu 3/13/14
337	Verify phones work, port assignments/call groups set	4 hrs	Thu 3/13/14	Thu 3/13/14
338	Complete Test & Validation Checklist and return to Project Manager	4 hrs	Thu 3/13/14	Thu 3/13/14
339	Securus & Pennsylvania DOC Team Meeting - Touch Point	0.5 days	Thu 3/13/14	Thu 3/13/14
340	Review installation progress & quality control documentation for Correctional Facility	4 hrs	Thu 3/13/14	Thu 3/13/14

ID	Task Name	Duration	Start	Finish
341	Discuss other ongoing and upcoming activities for remaining Pennsylvania DOC install	4 hrs	Thu 3/13/14	Thu 3/13/14
342	QUEHANNA MOTIVATIONAL BOOT CAMP - 25 Phones	25 days	Tue 2/11/14	Mon 3/17/14
343	Pre-Installation	25 days	Tue 2/11/14	Mon 3/17/14
344	Receipt & Pre-Install ITS Tasks	1.38 days	Tue 2/11/14	Wed 2/12/14
345	Receive Shipment at Site	1 hr	Tue 2/11/14	Tue 2/11/14
346	Verify shipment Content to Pick List	2 hrs	Tue 2/11/14	Tue 2/11/14
347	Telephone room preparation & wiring	1 day	Tue 2/11/14	Wed 2/12/14
348	Pre-Install Securus ITS equipment	1 day	Tue 2/11/14	Wed 2/12/14
349	Install ITS Phones	6 days	Wed 2/12/14	Thu 2/20/14
350	Phone room wiring and installation activity	1 day	Wed 2/12/14	Thu 2/13/14
351	Facility wiring and cross connections	1 day	Wed 2/12/14	Thu 2/13/14
352	Telephone replacements/installation in dormitories	1 day	Wed 2/12/14	Thu 2/13/14
353	Quality Control Checkpoint: Customer Pre-Installation	5 days	Thu 2/13/14	Thu 2/20/14
354	Verify equipment inventory & installation location	1 day	Thu 2/20/14	Fri 2/21/14
355	Verify electrical, network/telecom, and telephone installations meet or exceed standard	1 day	Thu 2/20/14	Fri 2/21/14
356	Complete Field Technician Checklist & return to Project Manager	1 day	Thu 2/20/14	Fri 2/21/14
357	Transport Test & Turn-up Activities with Telecom Provider	1 day	Thu 2/20/14	Fri 2/21/14
358	Transport turned up with Telecom Provider	3 days	Wed 3/12/14	Fri 3/14/14
359	Circuit connected to Securus equipment	1 day	Wed 3/12/14	Wed 3/12/14
360	Installation Support confirmation that Securus equipment on-line	1 day	Thu 3/13/14	Thu 3/13/14
361	Quality Control Checkpoint: Equipment Testing / Functional Validation	1 day	Fri 3/14/14	Fri 3/14/14
362	Verify all Features working properly	1 day	Mon 3/17/14	Mon 3/17/14
363	Verify phones work, port assignments/call groups set	1 day	Mon 3/17/14	Mon 3/17/14
364	Complete Test & Validation Checklist and return to Project Manager	4 hrs	Mon 3/17/14	Mon 3/17/14
365	Securus & Pennsylvania DOC Team Meeting - Touch Point	0.5 days	Mon 3/17/14	Mon 3/17/14
366	Review installation progress & quality control documentation for Correctional Facility	4 hrs	Mon 3/17/14	Mon 3/17/14
367	Discuss other ongoing and upcoming activities for remaining Pennsylvania DOC install	4 hrs	Mon 3/17/14	Mon 3/17/14
368	HOUTZDALE STATE CORRECTIONAL INSTITUTION - 82 Phones	25 days	Tue 2/11/14	Mon 3/17/14
369	Pre-Installation	25 days	Tue 2/11/14	Mon 3/17/14
370	Receipt & Pre-Install ITS Tasks	1.38 days	Tue 2/11/14	Mon 3/17/14
371	Receive Shipment at Site	1 hr	Tue 2/11/14	Wed 2/12/14
372	Verify shipment Content to Pick List	2 hrs	Tue 2/11/14	Tue 2/11/14
373	Telephone room preparation & wiring	1 day	Tue 2/11/14	Tue 2/11/14
374	Pre-Install Securus ITS equipment	1 day	Tue 2/11/14	Wed 2/12/14

ID	Task Name	Duration	Start	Finish
375	Install ITS Phones	6 days	Wed 2/12/14	Thu 2/20/14
376	Phone room wiring and installation activity	1 day	Wed 2/12/14	Thu 2/13/14
377	Facility wiring and cross connections	1 day	Wed 2/12/14	Thu 2/13/14
378	Telephone replacements/installation in dormitories	5 days	Thu 2/13/14	Thu 2/20/14
379	Quality Control Checkpoint: Customer Pre-Installation	1 day	Thu 2/20/14	Fri 2/21/14
380	Verify equipment inventory & installation location	1 day	Thu 2/20/14	Fri 2/21/14
381	Verify electrical, network/telecom, and telephone installations meet or exceed standa	1 day	Thu 2/20/14	Fri 2/21/14
382	Complete Field Technician Checklist & return to Project Manager	1 day	Thu 2/20/14	Fri 2/21/14
383	Transport Test & Turn-up Activities with Telecom Provider	3 days	Wed 3/12/14	Fri 3/14/14
384	Transport turned up with Telecom Provider	1 day	Wed 3/12/14	Wed 3/12/14
385	Circuit connected to Securus equipment	1 day	Thu 3/13/14	Thu 3/13/14
386	Installation Support confirmation that Securus equipment on-line	1 day	Fri 3/14/14	Fri 3/14/14
387	Quality Control Checkpoint: Equipment Testing / Functional Validation	1 day	Mon 3/17/14	Mon 3/17/14
388	Verify all Features working properly	1 day	Mon 3/17/14	Mon 3/17/14
389	Verify phones work, port assignments/call groups set	1 day	Mon 3/17/14	Mon 3/17/14
390	Complete Test & Validation Checklist and return to Project Manager	4 hrs	Mon 3/17/14	Mon 3/17/14
391	Securus & Pennsylvania DOC Team Meeting - Touch Point	4 hrs	Mon 3/17/14	Mon 3/17/14
392	Review installation progress & quality control documentation for Correctional Facility	0.5 days	Mon 3/17/14	Mon 3/17/14
393	Discuss other ongoing and upcoming activities for remaining Pennsylvania DOC install	4 hrs	Mon 3/17/14	Mon 3/17/14
394	PINE GROVE STATE CORRECTIONAL INSTITUTION - 82 Phones	22.25 days	Thu 2/13/14	Mon 3/17/14
395	Pre-Installation	22.25 days	Thu 2/13/14	Mon 3/17/14
396	Receipt & Pre-Install ITS Tasks	1.38 days	Thu 2/13/14	Fri 2/14/14
397	Receive Shipment at Site	1 hr	Thu 2/13/14	Thu 2/13/14
398	Verify shipment Content to Pick List	2 hrs	Thu 2/13/14	Thu 2/13/14
399	Telephone room preparation & wiring	1 day	Thu 2/13/14	Fri 2/14/14
400	Pre-install Securus ITS equipment	1 day	Thu 2/13/14	Fri 2/14/14
401	Install ITS Phones	4 days	Fri 2/14/14	Thu 2/20/14
402	Phone room wiring and installation activity	1 day	Fri 2/14/14	Mon 2/17/14
403	Facility wiring and cross connections	1 day	Fri 2/14/14	Mon 2/17/14
404	Telephone replacements/installation in dormitories	3 days	Mon 2/17/14	Thu 2/20/14
405	Quality Control Checkpoint: Customer Pre-Installation	1 day	Thu 2/20/14	Fri 2/21/14
406	Verify equipment inventory & installation location	1 day	Thu 2/20/14	Fri 2/21/14
407	Verify electrical, network/telecom, and telephone installations meet or exceed standa	1 day	Thu 2/20/14	Fri 2/21/14
408	Complete Field Technician Checklist & return to Project Manager	1 day	Thu 2/20/14	Fri 2/21/14

ID	Task Name	Duration	Start	Finish
409	Transport Test & Turn-up Activities with Telecom Provider	0.25 days	Fri 3/14/14	Fri 3/14/14
410	Transport turned up with Telecom Provider	1 hr	Fri 3/14/14	Fri 3/14/14
411	Circuit connected to Securus equipment	0.5 hrs	Fri 3/14/14	Fri 3/14/14
412	Installation Support confirmation that Securus equipment on-line	0.5 hrs	Fri 3/14/14	Fri 3/14/14
413	Quality Control Checkpoint: Equipment Testing / Functional Validation	1 day	Fri 3/14/14	Mon 3/17/14
414	Verify all Features working properly	1 day	Fri 3/14/14	Mon 3/17/14
415	Verify phones work, port assignments/call groups set	4 hrs	Fri 3/14/14	Fri 3/14/14
416	Complete Test & Validation Checklist and return to Project Manager	4 hrs	Fri 3/14/14	Fri 3/14/14
417	Securus & Pennsylvania DOC Team Meeting - Touch Point	0.5 days	Fri 3/14/14	Mon 3/17/14
418	Review installation progress & quality control documentation for Correctional Facility	4 hrs	Fri 3/14/14	Mon 3/17/14
419	Discuss other ongoing and upcoming activities for remaining Pennsylvania DOC install	4 hrs	Fri 3/14/14	Mon 3/17/14
420	PITTSBURGH STATE CORRECTIONAL INSTITUTION - 137 Phones			
421	Pre-installation	25 days	Thu 2/13/14	Wed 3/19/14
422	Receipt & Pre-Install ITS Tasks	25 days	Thu 2/13/14	Wed 3/19/14
423	Receive Shipment at Site	1.38 days	Fri 2/14/14	Fri 2/14/14
424	Verify shipment Content to Pick List	1 hr	Thu 2/13/14	Thu 2/13/14
425	Telephone room preparation & wiring	1 day	Thu 2/13/14	Thu 2/13/14
426	Pre-install Securus ITS equipment	1 day	Thu 2/13/14	Fri 2/14/14
427	Install ITS Phones	4 days	Fri 2/14/14	Thu 2/20/14
428	Phone room wiring and installation activity	1 day	Fri 2/14/14	Mon 2/17/14
429	Facility wiring and cross connections	1 day	Fri 2/14/14	Mon 2/17/14
430	Telephone replacements/installation in dormitories	3 days	Mon 2/17/14	Thu 2/20/14
431	Quality Control Checkpoint: Customer Pre-Installation	1 day	Thu 2/20/14	Fri 2/21/14
432	Verify equipment inventory & installation location	1 day	Thu 2/20/14	Fri 2/21/14
433	Verify electrical, network/telecom, and telephone installations meet or exceed standards	1 day	Thu 2/20/14	Fri 2/21/14
434	Complete Field Technician Checklist & return to Project Manager	1 day	Thu 2/20/14	Fri 2/21/14
435	Transport Test & Turn-up Activities with Telecom Provider	3 days	Fri 3/14/14	Tue 3/18/14
436	Transport turned up with Telecom Provider	1 day	Fri 3/14/14	Fri 3/14/14
437	Circuit connected to Securus equipment	1 day	Mon 3/17/14	Mon 3/17/14
438	Installation Support confirmation that Securus equipment on-line	1 day	Tue 3/18/14	Tue 3/18/14
439	Quality Control Checkpoint: Equipment Testing / Functional Validation	1 day	Wed 3/19/14	Wed 3/19/14
440	Verify all Features working properly	1 day	Wed 3/19/14	Wed 3/19/14
441	Verify phones work, port assignments/call groups set	4 hrs	Wed 3/19/14	Wed 3/19/14
442	Complete Test & Validation Checklist and return to Project Manager	4 hrs	Wed 3/19/14	Wed 3/19/14

ID	Task Name	Duration	Start	Finish
443	Securus & Pennsylvania DOC Team Meeting - Touch Point	0.5 days	Wed 3/19/14	Wed 3/19/14
444	Review installation progress & quality control documentation for Correctional Facility	4 hrs	Wed 3/19/14	Wed 3/19/14
445	Discuss other ongoing and upcoming activities for remaining Pennsylvania DOC Install	4 hrs	Wed 3/19/14	Wed 3/19/14
446	FAYETTE STATE CORRECTIONAL INSTITUTION - 114 Phones	22.25 days	Mon 2/17/14	Wed 3/19/14
447	Pre-Installation	22.25 days	Mon 2/17/14	Wed 3/19/14
448	Receipt & Pre-Install ITS Tasks	1.38 days	Mon 2/17/14	Tue 2/18/14
449	Receive Shipment at Site	1 hr	Mon 2/17/14	Mon 2/17/14
450	Verify shipment Content to Pick List	2 hrs	Mon 2/17/14	Mon 2/17/14
451	Telephone room preparation & wiring	1 day	Mon 2/17/14	Tue 2/18/14
452	Pre-install Securus ITS equipment	1 day	Mon 2/17/14	Tue 2/18/14
453	Install ITS Phones	4 days	Tue 2/18/14	Mon 2/24/14
454	Phone room wiring and installation activity	1 day	Tue 2/18/14	Wed 2/19/14
455	Facility wiring and cross connections	1 day	Tue 2/18/14	Wed 2/19/14
456	Telephone replacements/installation in dormitories	3 days	Wed 2/19/14	Mon 2/24/14
457	Quality Control Checkpoint: Customer Pre-Installation	1 day	Mon 2/24/14	Tue 2/25/14
458	Verify equipment inventory & installation location	1 day	Mon 2/24/14	Tue 2/25/14
459	Verify electrical, network/telecom, and telephone installations meet or exceed standa	1 day	Mon 2/24/14	Tue 2/25/14
460	Complete Field Technician Checklist & return to Project Manager	1 day	Mon 2/24/14	Tue 2/25/14
461	Transport Test & Turn-up Activities with Telecom Provider	0.25 days	Tue 3/18/14	Tue 3/18/14
462	Transport turned up with Telecom Provider	1 hr	Tue 3/18/14	Tue 3/18/14
463	Circuit connected to Securus equipment	0.5 hrs	Tue 3/18/14	Tue 3/18/14
464	Installation Support confirmation that Securus equipment on-line	0.5 hrs	Tue 3/18/14	Tue 3/18/14
465	Quality Control Checkpoint: Equipment Testing / Functional Validation	1 day	Tue 3/18/14	Wed 3/19/14
466	Verify all Features working properly	1 day	Tue 3/18/14	Wed 3/19/14
467	Verify phones work, port assignments/call groups set	4 hrs	Tue 3/18/14	Tue 3/18/14
468	Complete Test & Validation Checklist and return to Project Manager	4 hrs	Tue 3/18/14	Tue 3/18/14
469	Securus & Pennsylvania DOC Team Meeting - Touch Point	0.5 days	Tue 3/18/14	Wed 3/19/14
470	Review installation progress & quality control documentation for Correctional Facility	4 hrs	Tue 3/18/14	Wed 3/19/14
471	Discuss other ongoing and upcoming activities for remaining Pennsylvania DOC Install	4 hrs	Tue 3/18/14	Wed 3/19/14
472	GREENE STATE CORRECTIONAL INSTITUTION - 99 Phones	25 days	Mon 2/17/14	Fri 3/21/14
473	Pre-Installation	25 days	Mon 2/17/14	Fri 3/21/14
474	Receipt & Pre-Install ITS Tasks	1.38 days	Mon 2/17/14	Tue 2/18/14
475	Receive Shipment at Site	1 hr	Mon 2/17/14	Mon 2/17/14
476	Verify shipment Content to Pick List	2 hrs	Mon 2/17/14	Mon 2/17/14

ID	Task Name	Duration	Start	Finish
477	Telephone room preparation & wiring	1 day	Mon 2/17/14	Tue 2/18/14
478	Pre-install Securus ITS equipment	1 day	Mon 2/17/14	Tue 2/18/14
479	Install ITS Phones	4 days	Tue 2/18/14	Mon 2/24/14
480	Phone room wiring and installation activity	1 day	Tue 2/18/14	Wed 2/19/14
481	Facility wiring and cross connections	1 day	Tue 2/18/14	Wed 2/19/14
482	Telephone replacements/installation in dormitories	3 days	Wed 2/19/14	Mon 2/24/14
483	Quality Control Checkpoint: Customer Pre-Installation	1 day	Mon 2/24/14	Tue 2/25/14
484	Verify equipment inventory & installation location	1 day	Mon 2/24/14	Tue 2/25/14
485	Verify electrical, network/telecom, and telephone installations meet or exceed standards	1 day	Mon 2/24/14	Tue 2/25/14
486	Complete Field Technician Checklist & return to Project Manager	1 day	Mon 2/24/14	Tue 2/25/14
487	Transport Test & Turn-up Activities with Telecom Provider	3 days	Tue 3/18/14	Thu 3/20/14
488	Transport turned up with Telecom Provider	1 day	Tue 3/18/14	Tue 3/18/14
489	Circuit connected to Securus equipment	1 day	Wed 3/19/14	Wed 3/19/14
490	Installation Support confirmation that Securus equipment on-line	1 day	Thu 3/20/14	Thu 3/20/14
491	Quality Control Checkpoint: Equipment Testing / Functional Validation	1 day	Fri 3/21/14	Fri 3/21/14
492	Verify all Features working properly	1 day	Fri 3/21/14	Fri 3/21/14
493	Verify phones work, port assignments/call groups set	4 hrs	Fri 3/21/14	Fri 3/21/14
494	Complete Test & Validation Checklist and return to Project Manager	4 hrs	Fri 3/21/14	Fri 3/21/14
495	Securus & Pennsylvania DOC Team Meeting - Touch Point	0.5 days	Fri 3/21/14	Fri 3/21/14
496	Review installation progress & quality control documentation for Correctional Facility	4 hrs	Fri 3/21/14	Fri 3/21/14
497	Discuss other ongoing and upcoming activities for remaining Pennsylvania DOC Install	4 hrs	Fri 3/21/14	Fri 3/21/14
498	LAUREL HIGHLANDS STATE CORRECTIONAL INSTITUTION - 61 Phones	22.25 days	Wed 2/19/14	Fri 3/21/14
499	Pre-Installation	22.25 days	Wed 2/19/14	Fri 3/21/14
500	Receipt & Pre-Install ITS Tasks	1.38 days	Wed 2/19/14	Thu 2/20/14
501	Receive Shipment at Site	1 hr	Wed 2/19/14	Wed 2/19/14
502	Verify shipment Content to Pick List	2 hrs	Wed 2/19/14	Wed 2/19/14
503	Telephone room preparation & wiring	1 day	Wed 2/19/14	Thu 2/20/14
504	Pre-install Securus ITS equipment	1 day	Wed 2/19/14	Thu 2/20/14
505	Install ITS Phones	4 days	Thu 2/20/14	Wed 2/26/14
506	Phone room wiring and installation activity	1 day	Thu 2/20/14	Fri 2/21/14
507	Facility wiring and cross connections	1 day	Thu 2/20/14	Fri 2/21/14
508	Telephone replacements/installation in dormitories	3 days	Fri 2/21/14	Wed 2/26/14
509	Quality Control Checkpoint: Customer Pre-Installation	1 day	Wed 2/26/14	Thu 2/27/14
510	Verify equipment inventory & installation location	1 day	Wed 2/26/14	Thu 2/27/14

ID	Task Name	Duration	Start	Finish
511	Verify electrical, network/telecom, and telephone installations meet or exceed standards	1 day	Wed 2/26/14	Thu 2/27/14
512	Complete Field Technician Checklist & return to Project Manager	1 day	Wed 2/26/14	Thu 2/27/14
513	Transport Test & Turn-up Activities with Telecom Provider	0.25 days	Thu 3/20/14	Thu 3/20/14
514	Transport turned up with Telecom Provider	1 hr	Thu 3/20/14	Thu 3/20/14
515	Circuit connected to Securus equipment	0.5 hrs	Thu 3/20/14	Thu 3/20/14
516	Installation Support confirmation that Securus equipment on-line	0.5 hrs	Thu 3/20/14	Thu 3/20/14
517	Quality Control Checkpoint: Equipment Testing / Functional Validation	1 day	Thu 3/20/14	Fri 3/21/14
518	Verify all Features working properly	1 day	Thu 3/20/14	Fri 3/21/14
519	Verify phones work, port assignments/call groups set	4 hrs	Thu 3/20/14	Thu 3/20/14
520	Complete Test & Validation Checklist and return to Project Manager	4 hrs	Thu 3/20/14	Thu 3/20/14
521	Securus & Pennsylvania DOC Team Meeting - Touch Point	0.5 days	Thu 3/20/14	Fri 3/21/14
522	Review installation progress & quality control documentation for Correctional Facility	4 hrs	Thu 3/20/14	Fri 3/21/14
523	Discuss other ongoing and upcoming activities for remaining Pennsylvania DOC installations	4 hrs	Thu 3/20/14	Fri 3/21/14
524	SOMERSET STATE CORRECTIONAL INSTITUTION - 72 Phones			
525	Pre-Installation	25 days	Wed 2/19/14	Tue 3/25/14
526	Receipt & Pre-Install ITS Tasks	25 days	Wed 2/19/14	Tue 3/25/14
527	Receive Shipment at Site	1.38 days	Wed 2/19/14	Thu 2/20/14
528	Verify shipment Content to Pick List	1 hr	Wed 2/19/14	Wed 2/19/14
529	Telephone room preparation & wiring	2 hrs	Wed 2/19/14	Wed 2/19/14
530	Pre-Install Securus ITS equipment	1 day	Wed 2/19/14	Thu 2/20/14
531	Install ITS Phones	1 day	Wed 2/19/14	Thu 2/20/14
532	Phone room wiring and installation activity	6 days	Thu 2/20/14	Fri 2/28/14
533	Facility wiring and cross connections	1 day	Thu 2/20/14	Fri 2/21/14
534	Telephone replacements/installation in dormitories	1 day	Thu 2/20/14	Fri 2/21/14
535	Quality Control Checkpoint: Customer Pre-Installation	5 days	Fri 2/21/14	Fri 2/28/14
536	Verify equipment inventory & installation location	1 day	Fri 2/28/14	Mon 3/3/14
537	Verify electrical, network/telecom, and telephone installations meet or exceed standards	1 day	Fri 2/28/14	Mon 3/3/14
538	Complete Field Technician Checklist & return to Project Manager	1 day	Fri 2/28/14	Mon 3/3/14
539	Transport Test & Turn-up Activities with Telecom Provider	3 days	Thu 3/20/14	Mon 3/24/14
540	Transport turned up with Telecom Provider	1 day	Thu 3/20/14	Thu 3/20/14
541	Circuit connected to Securus equipment	1 day	Fri 3/21/14	Fri 3/21/14

ID	Task Name	Duration	Start	Finish
542	Installation Support confirmation that Securus equipment on-line	1 day	Mon 3/24/14	Mon 3/24/14
543	Quality Control Checkpoint: Equipment Testing / Functional Validation	1 day	Tue 3/25/14	Tue 3/25/14
544	Verify all Features working properly	1 day	Tue 3/25/14	Tue 3/25/14
545	Verify phones work, port assignments/call groups set	4 hrs	Tue 3/25/14	Tue 3/25/14
546	Complete Test & Validation Checklist and return to Project Manager	4 hrs	Tue 3/25/14	Tue 3/25/14
547	Securus & Pennsylvania DOC Team Meeting - Touch Point	0.5 days	Tue 3/25/14	Tue 3/25/14
548	Review installation progress & quality control documentation for Correctional Facility	4 hrs	Tue 3/25/14	Tue 3/25/14
549	Discuss other ongoing and upcoming activities for remaining Pennsylvania DOC installations	4 hrs	Tue 3/25/14	Tue 3/25/14
550	MUNCY STATE CORRECTIONAL INSTITUTION - 53 Phones	25 days	Fri 2/21/14	Thu 3/27/14
551	Pre-Installation	25 days	Fri 2/21/14	Thu 3/27/14
552	Receipt & Pre-Install ITS Tasks	1.38 days	Fri 2/21/14	Mon 2/24/14
553	Receive Shipment at Site	1 hr	Fri 2/21/14	Fri 2/21/14
554	Verify shipment Content to Pick List	2 hrs	Fri 2/21/14	Fri 2/21/14
555	Telephone room preparation & wiring	1 day	Fri 2/21/14	Mon 2/24/14
556	Pre-Install Securus ITS equipment	1 day	Fri 2/21/14	Mon 2/24/14
557	Install ITS Phones	4 days	Mon 2/24/14	Fri 2/28/14
558	Phone room wiring and installation activity	1 day	Mon 2/24/14	Tue 2/25/14
559	Facility wiring and cross connections	1 day	Mon 2/24/14	Tue 2/25/14
560	Telephone replacements/installation in dormitories	3 days	Tue 2/25/14	Fri 2/28/14
561	Quality Control Checkpoint: Customer Pre-Installation	1 day	Fri 2/28/14	Mon 3/3/14
562	Verify equipment inventory & installation location	1 day	Fri 2/28/14	Mon 3/3/14
563	Verify electrical, network/telecom, and telephone installations meet or exceed standards	1 day	Fri 2/28/14	Mon 3/3/14
564	Complete Field Technician Checklist & return to Project Manager	1 day	Fri 2/28/14	Mon 3/3/14
565	Transport Test & Turn-up Activities with Telecom Provider	3 days	Mon 3/24/14	Wed 3/26/14
566	Transport turned up with Telecom Provider	1 day	Mon 3/24/14	Mon 3/24/14
567	Circuit connected to Securus equipment	1 day	Tue 3/25/14	Tue 3/25/14
568	Installation Support confirmation that Securus equipment on-line	1 day	Wed 3/26/14	Wed 3/26/14
569	Quality Control Checkpoint: Equipment Testing / Functional Validation	1 day	Thu 3/27/14	Thu 3/27/14
570	Verify all Features working properly	1 day	Thu 3/27/14	Thu 3/27/14
571	Verify phones work, port assignments/call groups set	4 hrs	Thu 3/27/14	Thu 3/27/14
572	Complete Test & Validation Checklist and return to Project Manager	4 hrs	Thu 3/27/14	Thu 3/27/14
573	Securus & Pennsylvania DOC Team Meeting - Touch Point	0.5 days	Thu 3/27/14	Thu 3/27/14

ID	Task Name	Duration	Start	Finish
574	Review installation progress & quality control documentation for Correctional Facility installations	4 hrs	Thu 3/27/14	Thu 3/27/14
575	Discuss other ongoing and upcoming activities for remaining Pennsylvania DOC installations	4 hrs	Thu 3/27/14	Thu 3/27/14
576	SCI BENNER TOWNSHIP - 85 Phones	25 days	Fri 2/21/14	Thu 3/27/14
577	Pre-Installation	25 days	Fri 2/21/14	Thu 3/27/14
578	Receipt & Pre-Install ITS Tasks	1.38 days	Fri 2/21/14	Mon 2/24/14
579	Receive Shipment at Site	1 hr	Fri 2/21/14	Fri 2/21/14
580	Verify shipment Content to Pick List	2 hrs	Fri 2/21/14	Fri 2/21/14
581	Telephone room preparation & wiring	1 day	Fri 2/21/14	Mon 2/24/14
582	Pre-Install Securus ITS equipment	1 day	Fri 2/21/14	Mon 2/24/14
583	Install ITS Phones	6 days	Mon 2/24/14	Tue 3/4/14
584	Phone room wiring and installation activity	1 day	Mon 2/24/14	Tue 2/25/14
585	Facility wiring and cross connections	1 day	Mon 2/24/14	Tue 2/25/14
586	Telephone replacements/installation in dormitories	5 days	Tue 2/25/14	Tue 3/4/14
587	Quality Control Checkpoint: Customer Pre-Installation	1 day	Tue 3/4/14	Wed 3/5/14
588	Verify equipment inventory & installation location	1 day	Tue 3/4/14	Wed 3/5/14
589	Verify electrical, network/telecom, and telephone installations meet or exceed standards	1 day	Tue 3/4/14	Wed 3/5/14
590	Complete Field Technician Checklist & return to Project Manager	1 day	Tue 3/4/14	Wed 3/5/14
591	Transport Test & Turn-up Activities with Telecom Provider	3 days	Mon 3/24/14	Wed 3/26/14
592	Transport turned up with Telecom Provider	1 day	Mon 3/24/14	Mon 3/24/14
593	Circuit connected to Securus equipment	1 day	Tue 3/25/14	Tue 3/25/14
594	Installation Support confirmation that Securus equipment on-line	1 day	Wed 3/26/14	Wed 3/26/14
595	Quality Control Checkpoint: Equipment Testing / Functional Validation	1 day	Thu 3/27/14	Thu 3/27/14
596	Verify all Features working properly	1 day	Thu 3/27/14	Thu 3/27/14
597	Verify phones work, port assignments/call groups set	4 hrs	Thu 3/27/14	Thu 3/27/14
598	Complete Test & Validation Checklist and return to Project Manager	4 hrs	Thu 3/27/14	Thu 3/27/14
599	Securus & Pennsylvania DOC Team Meeting - Touch Point	0.5 days	Thu 3/27/14	Thu 3/27/14
600	Review installation progress & quality control documentation for Correctional Facility installations	4 hrs	Thu 3/27/14	Thu 3/27/14
601	Discuss other ongoing and upcoming activities for remaining Pennsylvania DOC installations	4 hrs	Thu 3/27/14	Thu 3/27/14
602	ROCKVIEW STATE CORRECTIONAL INSTITUTION - 69 Phones	25 days	Tue 2/25/14	Mon 3/31/14
603	Pre-Installation	25 days	Tue 2/25/14	Mon 3/31/14
604	Receipt & Pre-Install ITS Tasks	1.38 days	Tue 2/25/14	Wed 2/26/14

ID	Task Name	Duration	Start	Finish
605	Receive Shipment at Site	1 hr	Tue 2/25/14	Tue 2/25/14
606	Verify shipment Content to Pick List	2 hrs	Tue 2/25/14	Tue 2/25/14
607	Telephone room preparation & wiring	1 day	Tue 2/25/14	Wed 2/26/14
608	Pre-install Securus ITS equipment	1 day	Tue 2/25/14	Wed 2/26/14
609	Install ITS Phones	6 days	Wed 2/26/14	Thu 3/6/14
610	Phone room wiring and installation activity	1 day	Wed 2/26/14	Thu 2/27/14
611	Facility wiring and cross connections	1 day	Wed 2/26/14	Thu 2/27/14
612	Telephone replacements/Installation in dormitories	5 days	Thu 2/27/14	Thu 3/6/14
613	Quality Control Checkpoint: Customer Pre-Installation	1 day	Thu 3/6/14	Fri 3/7/14
614	Verify equipment inventory & installation location	1 day	Thu 3/6/14	Fri 3/7/14
615	Verify electrical, network/telecom, and telephone installations meet or exceed standards	1 day	Thu 3/6/14	Fri 3/7/14
616	Complete Field Technician Checklist & return to Project Manager	1 day	Thu 3/6/14	Fri 3/7/14
617	Transport Test & Turn-up Activities with Telecom Provider	3 days	Wed 3/26/14	Fri 3/28/14
618	Transport turned up with Telecom Provider	1 day	Wed 3/26/14	Wed 3/26/14
619	Circuit connected to Securus equipment	1 day	Thu 3/27/14	Thu 3/27/14
620	Installation Support confirmation that Securus equipment on-line	1 day	Fri 3/28/14	Fri 3/28/14
621	Quality Control Checkpoint: Equipment Testing / Functional Validation	1 day	Mon 3/31/14	Mon 3/31/14
622	Verify all Features working properly	1 day	Mon 3/31/14	Mon 3/31/14
623	Verify phones work, port assignments/call groups set	4 hrs	Mon 3/31/14	Mon 3/31/14
624	Complete Test & Validation Checklist and return to Project Manager	4 hrs	Mon 3/31/14	Mon 3/31/14
625	Securus & Pennsylvania DOC Team Meeting - Touch Point	0.13 days	Mon 3/31/14	Mon 3/31/14
626	Review installation progress & quality control documentation for Correctional Facility	1 hr	Mon 3/31/14	Mon 3/31/14
627	Discuss other ongoing and upcoming activities for remaining Pennsylvania DOC installations	1 hr	Mon 3/31/14	Mon 3/31/14
628	SMITHFIELD STATE CORRECTIONAL INSTITUTION - 52 Phones			
629	Pre-Installation	25 days	Tue 2/25/14	Mon 3/31/14
630	Receipt & Pre-Install ITS Tasks	25 days	Tue 2/25/14	Mon 3/31/14
631	Receive Shipment at Site	1.38 days	Tue 2/25/14	Wed 2/26/14
632	Verify shipment Content to Pick List	1 hr	Tue 2/25/14	Tue 2/25/14
633	Telephone room preparation & wiring	2 hrs	Tue 2/25/14	Tue 2/25/14
634	Pre-install Securus ITS equipment	1 day	Tue 2/25/14	Wed 2/26/14
635	Install ITS Phones	1 day	Tue 2/25/14	Wed 2/26/14
636	Phone room wiring and installation activity	6 days	Wed 2/26/14	Thu 3/6/14
		1 day	Wed 2/26/14	Thu 2/27/14

ID	Task Name	Duration	Start	Finish
637	Facility wiring and cross connections	1 day	Wed 2/26/14	Thu 2/27/14
638	Telephone replacements/installation in dormitories	5 days	Thu 2/27/14	Thu 3/6/14
639	Quality Control Checkpoint: Customer Pre-Installation	1 day	Thu 3/6/14	Fri 3/7/14
640	Verify equipment inventory & installation location	1 day	Thu 3/6/14	Fri 3/7/14
641	Verify electrical, network/telecom, and telephone installations meet or exceed standards	1 day	Thu 3/6/14	Fri 3/7/14
642	Complete Field Technician Checklist & return to Project Manager	1 day	Thu 3/6/14	Fri 3/7/14
643	Transport Test & Turn-up Activities with Telecom Provider	3 days	Wed 3/26/14	Fri 3/28/14
644	Transport turned up with Telecom Provider	1 day	Wed 3/26/14	Wed 3/26/14
645	Circuit connected to Securus equipment	1 day	Thu 3/27/14	Thu 3/27/14
646	Installation Support, confirmation that Securus equipment on-line	1 day	Fri 3/28/14	Fri 3/28/14
647	Quality Control Checkpoint: Equipment Testing / Functional Validation	1 day	Mon 3/31/14	Mon 3/31/14
648	Verify all Features working properly	1 day	Mon 3/31/14	Mon 3/31/14
649	Verify phones work, port assignments/call groups set	4 hrs	Mon 3/31/14	Mon 3/31/14
650	Complete Test & Validation Checklist and return to Project Manager	4 hrs	Mon 3/31/14	Mon 3/31/14
651	Securus & Pennsylvania DOC Team Meeting - Touch Point	0.13 days	Mon 3/31/14	Mon 3/31/14
652	Review installation progress & quality control documentation for Correctional Facility	1 hr	Mon 3/31/14	Mon 3/31/14
653	Discuss other ongoing and upcoming activities for remaining Pennsylvania DOC installations	1 hr	Mon 3/31/14	Mon 3/31/14
654	HUNTINGDON STATE CORRECTIONAL INSTITUTION - 48 Phones	25 days	Thu 2/27/14	Wed 4/2/14
655	Pre-Installation	25 days	Thu 2/27/14	Wed 4/2/14
656	Receipt & Pre-Install ITS Tasks	1.38 days	Thu 2/27/14	Fri 2/28/14
657	Receive Shipment at Site	1 hr	Thu 2/27/14	Thu 2/27/14
658	Verify shipment Content to Pick List	2 hrs	Thu 2/27/14	Thu 2/27/14
659	Telephone room preparation & wiring	1 day	Thu 2/27/14	Fri 2/28/14
660	Pre-Install Securus ITS equipment	1 day	Thu 2/27/14	Fri 2/28/14
661	Install ITS Phones	6 days	Fri 2/28/14	Mon 3/10/14
662	Phone room wiring and installation activity	1 day	Fri 2/28/14	Mon 3/3/14
663	Facility wiring and cross connections	1 day	Fri 2/28/14	Mon 3/3/14
664	Telephone replacements/installation in dormitories	5 days	Fri 2/28/14	Mon 3/10/14
665	Quality Control Checkpoint: Customer Pre-Installation	1 day	Mon 3/3/14	Mon 3/10/14
666	Verify equipment inventory & installation location	1 day	Mon 3/10/14	Tue 3/11/14
667	Verify electrical, network/telecom, and telephone installations meet or exceed standards	1 day	Mon 3/10/14	Tue 3/11/14

ID	Task Name	Duration	Start	Finish
668	Complete Field Technician Checklist & return to Project Manager	1 day	Mon 3/10/14	Tue 3/11/14
669	Transport Test & Turn-up Activities with Telecom Provider	3 days	Fri 3/28/14	Tue 4/1/14
670	Transport turned up with Telecom Provider	1 day	Fri 3/28/14	Fri 3/28/14
671	Circuit connected to Securus equipment	1 day	Mon 3/31/14	Mon 3/31/14
672	Installation Support confirmation that Securus equipment on-line	1 day	Tue 4/1/14	Tue 4/1/14
673	Quality Control Checkpoint: Equipment Testing / Functional Validation	1 day	Wed 4/2/14	Wed 4/2/14
674	Verify all Features working properly	1 day	Wed 4/2/14	Wed 4/2/14
675	Verify phones work, port assignments/call groups set	4 hrs	Wed 4/2/14	Wed 4/2/14
676	Complete Test & Validation Checklist and return to Project Manager	4 hrs	Wed 4/2/14	Wed 4/2/14
677	Securus & Pennsylvania DOC Team Meeting - Touch Point	0.13 days	Wed 4/2/14	Wed 4/2/14
678	Review installation progress & quality control documentation for Correctional Facility	1 hr	Wed 4/2/14	Wed 4/2/14
679	Discuss other ongoing and upcoming activities for remaining Pennsylvania DOC installations	1 hr	Wed 4/2/14	Wed 4/2/14
680	CAMP HILL STATE CORRECTIONAL INSTITUTION - 113 Phones			
681	Pre-Installation	25 days	Thu 2/27/14	Wed 4/2/14
682	Receipt & Pre-Install ITS Tasks	25 days	Thu 2/27/14	Wed 4/2/14
683	Receive Shipment at Site	1.38 days	Thu 2/27/14	Fri 2/28/14
684	Verify shipment Content to Pick List	1 hr	Thu 2/27/14	Thu 2/27/14
685	Telephone room preparation & wiring	2 hrs	Thu 2/27/14	Thu 2/27/14
686	Pre-Install Securus ITS equipment	1 day	Fri 2/27/14	Fri 2/28/14
687	Install ITS Phones	1 day	Thu 2/27/14	Thu 2/27/14
688	Phone room wiring and installation activity	6 days	Fri 2/28/14	Mon 3/10/14
689	Facility wiring and cross connections	1 day	Fri 2/28/14	Mon 3/3/14
690	Telephone replacements/installation in dormitories	1 day	Fri 2/28/14	Mon 3/3/14
691	Quality Control Checkpoint: Customer Pre-Installation	5 days	Mon 3/3/14	Mon 3/10/14
692	Verify equipment inventory & installation location	1 day	Mon 3/10/14	Tue 3/11/14
693	Verify electrical, network/telecom, and telephone installations meet or exceed standards	1 day	Mon 3/10/14	Tue 3/11/14
694	Complete Field Technician Checklist & return to Project Manager	1 day	Mon 3/10/14	Tue 3/11/14
695	Transport Test & Turn-up Activities with Telecom Provider	3 days	Fri 3/28/14	Tue 4/1/14
696	Transport turned up with Telecom Provider	1 day	Fri 3/28/14	Fri 3/28/14
697	Circuit connected to Securus equipment	1 day	Mon 3/31/14	Mon 3/31/14
698	Installation Support confirmation that Securus equipment on-line	1 day	Tue 4/1/14	Tue 4/1/14
699	Quality Control Checkpoint: Equipment Testing / Functional Validation	1 day	Wed 4/2/14	Wed 4/2/14

ID	Task Name	Duration	Start	Finish
700	Verify all Features working properly	1 day	Wed 4/2/14	Wed 4/2/14
701	Verify phones work, port assignments/call groups set	4 hrs	Wed 4/2/14	Wed 4/2/14
702	Complete Test & Validation Checklist and return to Project Manager	4 hrs	Wed 4/2/14	Wed 4/2/14
703	Securus & Pennsylvania DOC Team Meeting - Touch Point	0.13 days	Wed 4/2/14	Wed 4/2/14
704	Review installation progress & quality control documentation for Correctional Facility	1 hr	Wed 4/2/14	Wed 4/2/14
705	Discuss other ongoing and upcoming activities for remaining Pennsylvania DOC installations	1 hr	Wed 4/2/14	Wed 4/2/14
706	COAL TOWNSHIP STATE CORRECTIONAL INSTITUTION - 77 Phones	25 days	Mon 3/3/14	Fri 4/4/14
707	Pre-Installation	25 days	Mon 3/3/14	Fri 4/4/14
708	Receipt & Pre-install ITS Tasks	1.38 days	Mon 3/3/14	Tue 3/4/14
709	Receive Shipment at Site	1 hr	Mon 3/3/14	Mon 3/3/14
710	Verify shipment Content to Pick List	2 hrs	Mon 3/3/14	Mon 3/3/14
711	Telephone room preparation & wiring	1 day	Mon 3/3/14	Tue 3/4/14
712	Pre-install Securus ITS equipment	1 day	Mon 3/3/14	Tue 3/4/14
713	Install ITS Phones	6 days	Tue 3/4/14	Wed 3/12/14
714	Phone room wiring and installation activity	1 day	Tue 3/4/14	Wed 3/5/14
715	Facility wiring and cross connections	1 day	Tue 3/4/14	Wed 3/5/14
716	Telephone replacements/installation in dormitories	5 days	Wed 3/5/14	Wed 3/12/14
717	Quality Control Checkpoint: Customer Pre-Installation	1 day	Wed 3/12/14	Thu 3/13/14
718	Verify equipment inventory & installation location	1 day	Wed 3/12/14	Thu 3/13/14
719	Verify electrical, network/telecom, and telephone installations meet or exceed standards	1 day	Wed 3/12/14	Thu 3/13/14
720	Complete Field Technician Checklist & return to Project Manager	1 day	Wed 3/12/14	Thu 3/13/14
721	Transport Test & Turn-up Activities with Telecom Provider	3 days	Tue 4/1/14	Thu 4/3/14
722	Transport turned up with Telecom Provider	1 day	Tue 4/1/14	Tue 4/1/14
723	Circuit connected to Securus equipment	1 day	Wed 4/2/14	Wed 4/2/14
724	Installation Support confirmation that Securus equipment on-line	1 day	Thu 4/3/14	Thu 4/3/14
725	Quality Control Checkpoint: Equipment Testing / Functional Validation	1 day	Fri 4/4/14	Fri 4/4/14
726	Verify all Features working properly	1 day	Fri 4/4/14	Fri 4/4/14
727	Verify phones work, port assignments/call groups set	4 hrs	Fri 4/4/14	Fri 4/4/14
728	Complete Test & Validation Checklist and return to Project Manager	4 hrs	Fri 4/4/14	Fri 4/4/14
729	Securus & Pennsylvania DOC Team Meeting - Touch Point	4 hrs	Fri 4/4/14	Fri 4/4/14
730	Review installation progress & quality control documentation for Correctional Facility	0.13 days	Fri 4/4/14	Fri 4/4/14
		1 hr	Fri 4/4/14	Fri 4/4/14

ID	Task Name	Duration	Start	Finish
731	Discuss other ongoing and upcoming activities for remaining Pennsylvania DOC installations	1 hr	Fri 4/4/14	Fri 4/4/14
732	MAHONEY STATE CORRECTIONAL INSTITUTION - 61 Phones	25 days	Mon 3/3/14	Fri 4/4/14
733	Pre-Installation	25 days	Mon 3/3/14	Fri 4/4/14
734	Receipt & Pre-Install ITS Tasks	1.38 days	Mon 3/3/14	Tue 3/4/14
735	Receive Shipment at Site	1 hr	Mon 3/3/14	Mon 3/3/14
736	Verify shipment Content to Pick List	2 hrs	Mon 3/3/14	Mon 3/3/14
737	Telephone room preparation & wiring	1 day	Mon 3/3/14	Tue 3/4/14
738	Pre-Install Securus ITS equipment	1 day	Mon 3/3/14	Tue 3/4/14
739	Install ITS Phones	6 days	Tue 3/4/14	Wed 3/12/14
740	Phone room wiring and installation activity	1 day	Tue 3/4/14	Wed 3/5/14
741	Facility wiring and cross connections	1 day	Tue 3/4/14	Wed 3/5/14
742	Telephone replacements/installation in dormitories	5 days	Wed 3/5/14	Wed 3/12/14
743	Quality Control Checkpoint: Customer Pre-Installation	1 day	Wed 3/12/14	Thu 3/13/14
744	Verify equipment inventory & installation location	1 day	Wed 3/12/14	Thu 3/13/14
745	Verify electrical, network/telecom, and telephone installations meet or exceed standards	1 day	Wed 3/12/14	Thu 3/13/14
746	Complete Field Technician Checklist & return to Project Manager	1 day	Wed 3/12/14	Thu 3/13/14
747	Transport Test & Turn-up Activities with Telecom Provider	3 days	Tue 4/1/14	Thu 4/3/14
748	Transport: turned up with Telecom Provider	1 day	Tue 4/1/14	Tue 4/1/14
749	Circuit connected to Securus equipment	1 day	Wed 4/2/14	Wed 4/2/14
750	Installation Support confirmation that Securus equipment on-line	1 day	Thu 4/3/14	Thu 4/3/14
751	Quality Control Checkpoint: Equipment Testing / Functional Validation	1 day	Fri 4/4/14	Fri 4/4/14
752	Verify all Features working properly	1 day	Fri 4/4/14	Fri 4/4/14
753	Verify phones work, port assignments/call groups set	4 hrs	Fri 4/4/14	Fri 4/4/14
754	Complete Test & Validation Checklist and return to Project Manager	4 hrs	Fri 4/4/14	Fri 4/4/14
755	Securus & Pennsylvania DOC Team Meeting - Touch Point	0.13 days	Fri 4/4/14	Fri 4/4/14
756	Review installation progress & quality control documentation for Correctional Facility	1 hr	Fri 4/4/14	Fri 4/4/14
757	Discuss other ongoing and upcoming activities for remaining Pennsylvania DOC installations	1 hr	Fri 4/4/14	Fri 4/4/14
758	FRACKVILLE STATE CORRECTIONAL INSTITUTION - 37 Phones	25 days	Wed 3/5/14	Tue 4/8/14
759	Pre-Installation	25 days	Wed 3/5/14	Tue 4/8/14
760	Receipt & Pre-Install ITS Tasks	1.38 days	Wed 3/5/14	Thu 3/6/14
761	Receive Shipment at Site	1 hr	Wed 3/5/14	Wed 3/5/14

ID	Task Name	Duration	Start	Finish
762	Verify shipment content to Pick List	2 hrs	Wed 3/5/14	Wed 3/5/14
763	Telephone room preparation & wiring	1 day	Wed 3/5/14	Thu 3/6/14
764	Pre-Install Securus ITS equipment	1 day	Wed 3/5/14	Thu 3/6/14
765	Install ITS Phones	6 days	Thu 3/6/14	Fri 3/14/14
766	Phone room wiring and installation activity	1 day	Thu 3/6/14	Fri 3/7/14
767	Facility wiring and cross connections	1 day	Thu 3/6/14	Fri 3/7/14
768	Telephone replacements/Installation in dormitories	5 days	Fri 3/7/14	Fri 3/14/14
769	Quality Control Checkpoint: Customer Pre-Installation	1 day	Fri 3/14/14	Mon 3/17/14
770	Verify equipment inventory & installation location	1 day	Fri 3/14/14	Mon 3/17/14
771	Verify electrical, network/telecom, and telephone installations meet or exceed standards	1 day	Fri 3/14/14	Mon 3/17/14
772	Complete Field Technician Checklist & return to Project Manager	1 day	Fri 3/14/14	Mon 3/17/14
773	Transport Test & Turn-up Activities with Telecom Provider	3 days	Thu 4/3/14	Mon 4/7/14
774	Transport turned up with Telecom Provider	1 day	Thu 4/3/14	Thu 4/3/14
775	Circuit connected to Securus equipment	1 day	Fri 4/4/14	Fri 4/4/14
776	Installation Support confirmation that Securus equipment on-line	1 day	Mon 4/7/14	Mon 4/7/14
777	Quality Control Checkpoint: Equipment Testing / Functional Validation	1 day	Tue 4/8/14	Tue 4/8/14
778	Verify all Features working properly	1 day	Tue 4/8/14	Tue 4/8/14
779	Verify phones work, port assignments/call groups set	4 hrs	Tue 4/8/14	Tue 4/8/14
780	Complete Test & Validation Checklist and return to Project Manager	4 hrs	Tue 4/8/14	Tue 4/8/14
781	Securus & Pennsylvania DOC Team Meeting - Touch Point	0.13 days	Tue 4/8/14	Tue 4/8/14
782	Review installation progress & quality control documentation for Correctional Facility	1 hr	Tue 4/8/14	Tue 4/8/14
783	Discuss other ongoing and upcoming activities for remaining Pennsylvania DOC installations	1 hr	Tue 4/8/14	Tue 4/8/14
784	RETREAT STATE CORRECTIONAL INSTITUTION - 30 Phones			
785	Pre-Installation	25 days	Wed 3/5/14	Tue 4/8/14
786	Receipt & Pre-Install ITS Tasks	25 days	Wed 3/5/14	Tue 4/8/14
787	Receive Shipment at Site	1.38 days	Wed 3/5/14	Thu 3/6/14
788	Verify shipment content to Pick List	1 hr	Wed 3/5/14	Wed 3/5/14
789	Telephone room preparation & wiring	2 hrs	Wed 3/5/14	Wed 3/5/14
790	Pre-Install Securus ITS equipment	1 day	Wed 3/5/14	Thu 3/6/14
791	Install ITS Phones	1 day	Wed 3/5/14	Thu 3/6/14
792	Phone room wiring and installation activity	6 days	Thu 3/6/14	Fri 3/14/14
793	Facility wiring and cross connections	1 day	Thu 3/6/14	Fri 3/7/14

ID	Task Name	Duration	Start	Finish
794	Telephone replacements/installation in dormitories	5 days	Fri 3/7/14	Fri 3/14/14
795	Quality Control Checkpoint: Customer Pre-Installation	1 day	Fri 3/14/14	Mon 3/17/14
796	Verify equipment inventory & installation location	1 day	Fri 3/14/14	Mon 3/17/14
797	Verify electrical, network/telecom, and telephone installations meet or exceed standards	1 day	Fri 3/14/14	Mon 3/17/14
798	Complete Field Technician Checklist & return to Project Manager	1 day	Fri 3/14/14	Mon 3/17/14
799	Transport Test & Turn-up Activities with Telecom Provider	3 days	Thu 4/3/14	Mon 4/7/14
800	Transport turned up with Telecom Provider	1 day	Thu 4/3/14	Thu 4/3/14
801	Circuit connected to Securus equipment	1 day	Fri 4/4/14	Fri 4/4/14
802	Installation Support confirmation that Securus equipment on-line	1 day	Mon 4/7/14	Mon 4/7/14
803	Quality Control Checkpoint: Equipment Testing / Functional Validation	1 day	Tue 4/8/14	Tue 4/8/14
804	Verify all Features working properly	1 day	Tue 4/8/14	Tue 4/8/14
805	Verify phones work, port assignments/call groups set	4 hrs	Tue 4/8/14	Tue 4/8/14
806	Complete Test & Validation Checklist and return to Project Manager	4 hrs	Tue 4/8/14	Tue 4/8/14
807	Securus & Pennsylvania DOC Team Meeting - Touch Point	0.13 days	Tue 4/8/14	Tue 4/8/14
808	Review installation progress & quality control documentation for Correctional Facility	1 hr	Tue 4/8/14	Tue 4/8/14
809	Discuss other ongoing and upcoming activities for remaining Pennsylvania DOC installations	1 hr	Tue 4/8/14	Tue 4/8/14
810	DALLAS STATE CORRECTIONAL INSTITUTION - 43 Phones	25 days	Fri 3/7/14	Thu 4/10/14
811	Pre-Installation	25 days	Fri 3/7/14	Thu 4/10/14
812	Receipt & Pre-Install ITS Tasks	1.38 days	Fri 3/7/14	Mon 3/10/14
813	Receive Shipment at Site	1 hr	Fri 3/7/14	Fri 3/7/14
814	Verify shipment Content to Pick List	2 hrs	Fri 3/7/14	Fri 3/7/14
815	Telephone room preparation & wiring	1 day	Fri 3/7/14	Mon 3/10/14
816	Pre-install Securus ITS equipment	1 day	Fri 3/7/14	Mon 3/10/14
817	Install ITS Phones	6 days	Mon 3/10/14	Tue 3/18/14
818	Phone room wiring and installation activity	1 day	Mon 3/10/14	Tue 3/11/14
819	Facility wiring and cross connections	1 day	Mon 3/10/14	Tue 3/11/14
820	Telephone replacements/installation in dormitories	5 days	Tue 3/11/14	Tue 3/18/14
821	Quality Control Checkpoint: Customer Pre-Installation	1 day	Tue 3/18/14	Wed 3/19/14
822	Verify equipment inventory & installation location	1 day	Tue 3/18/14	Wed 3/19/14
823	Verify electrical, network/telecom, and telephone installations meet or exceed standards	1 day	Tue 3/18/14	Wed 3/19/14
824	Complete Field Technician Checklist & return to Project Manager	1 day	Tue 3/18/14	Wed 3/19/14

ID	Task Name	Duration	Start	Finish
825	Transport Test & Turn-up Activities with Telecom Provider	3 days	Mon 4/7/14	Wed 4/9/14
826	Transport turned up with Telecom Provider	1 day	Mon 4/7/14	Mon 4/7/14
827	Circuit connected to Securus equipment	1 day	Tue 4/8/14	Tue 4/8/14
828	Installation Support confirmation that Securus equipment on-line	1 day	Wed 4/9/14	Wed 4/9/14
829	Quality Control Checkpoint: Equipment Testing / Functional Validation	1 day	Thu 4/10/14	Thu 4/10/14
830	Verify all Features working properly	1 day	Thu 4/10/14	Thu 4/10/14
831	Verify phones work, port assignments/call groups set	4 hrs	Thu 4/10/14	Thu 4/10/14
832	Complete Test & Validation Checklist and return to Project Manager	4 hrs	Thu 4/10/14	Thu 4/10/14
833	Securus & Pennsylvania DOC Team Meeting - Touch Point	0.13 days	Thu 4/10/14	Thu 4/10/14
834	Review installation progress & quality control documentation for Correctional Facility	1 hr	Thu 4/10/14	Thu 4/10/14
835	Discuss other ongoing and upcoming activities for remaining Pennsylvania DOC installations	1 hr	Thu 4/10/14	Thu 4/10/14
836	WAYMART STATE CORRECTIONAL INSTITUTION - 58 Phones	25 days	Fri 3/7/14	Thu 4/10/14
837	Pre-Installation	25 days	Fri 3/7/14	Thu 4/10/14
838	Receipt & Pre-Install ITS Tasks	1.38 days	Fri 3/7/14	Mon 3/10/14
839	Receive Shipment at Site	1 hr	Fri 3/7/14	Fri 3/7/14
840	Verify shipment Content to Pick List	2 hrs	Fri 3/7/14	Fri 3/7/14
841	Telephone room preparation & wiring	1 day	Fri 3/7/14	Mon 3/10/14
842	Pre-Install Securus ITS equipment	1 day	Fri 3/7/14	Mon 3/10/14
843	Install ITS Phones	6 days	Mon 3/10/14	Tue 3/18/14
844	Phone room wiring and installation activity	1 day	Mon 3/10/14	Tue 3/11/14
845	Facility wiring and cross connections	1 day	Mon 3/10/14	Tue 3/11/14
846	Telephone replacements/Installation in dormitories	5 days	Tue 3/11/14	Tue 3/18/14
847	Quality Control Checkpoint: Customer Pre-Installation	1 day	Tue 3/18/14	Wed 3/19/14
848	Verify equipment inventory & installation location	1 day	Tue 3/18/14	Wed 3/19/14
849	Verify electrical, network/telecom, and telephone installations meet or exceed standards	1 day	Tue 3/18/14	Wed 3/19/14
850	Complete Field Technician Checklist & return to Project Manager	1 day	Tue 3/18/14	Wed 3/19/14
851	Transport Test & Turn-up Activities with Telecom Provider	3 days	Mon 4/7/14	Wed 4/9/14
852	Transport turned up with Telecom Provider	1 day	Mon 4/7/14	Mon 4/7/14
853	Circuit connected to Securus equipment	1 day	Tue 4/8/14	Tue 4/8/14
854	Installation Support confirmation that Securus equipment on-line	1 day	Wed 4/9/14	Wed 4/9/14
855	Quality Control Checkpoint: Equipment Testing / Functional Validation	1 day	Thu 4/10/14	Thu 4/10/14
856	Verify all Features working properly	1 day	Thu 4/10/14	Thu 4/10/14

ID	Task Name	Duration	Start	Finish
857	Verify phones work, port assignments/call groups set	4 hrs	Thu 4/10/14	Thu 4/10/14
858	Complete Test & Validation Checklist and return to Project Manager	4 hrs	Thu 4/10/14	Thu 4/10/14
859	Securus & Pennsylvania DOC Team Meeting - Touch Point	0.13 days	Thu 4/10/14	Thu 4/10/14
860	Review installation progress & quality control documentation for Correctional Facility	1 hr	Thu 4/10/14	Thu 4/10/14
861	Discuss other ongoing and upcoming activities for remaining Pennsylvania DOC installations	1 hr	Thu 4/10/14	Thu 4/10/14
862	GRATERFORD STATE CORRECTIONAL INSTITUTION - 133 Phones	25 days	Tue 3/11/14	Mon 4/14/14
863	Pre-Installation	25 days	Tue 3/11/14	Mon 4/14/14
864	Receipt & Pre-Install ITS Tasks	1.38 days	Tue 3/11/14	Wed 3/12/14
865	Receive Shipment at Site	1 hr	Tue 3/11/14	Tue 3/11/14
866	Verify shipment Content to Pick List	2 hrs	Tue 3/11/14	Tue 3/11/14
867	Telephone room preparation & wiring	1 day	Tue 3/11/14	Wed 3/12/14
868	Pre-Install Securus ITS equipment	1 day	Tue 3/11/14	Wed 3/12/14
869	Install ITS Phones	6 days	Wed 3/12/14	Thu 3/20/14
870	Phone room wiring and installation activity	1 day	Wed 3/12/14	Thu 3/13/14
871	Facility wiring and cross connections	1 day	Wed 3/12/14	Thu 3/13/14
872	Telephone replacements/installation in dormitories	5 days	Thu 3/13/14	Thu 3/20/14
873	Quality Control Checkpoint: Customer Pre-Installation	1 day	Thu 3/20/14	Fri 3/21/14
874	Verify equipment inventory & installation location	1 day	Thu 3/20/14	Fri 3/21/14
875	Verify electrical, network/telecom, and telephone installations meet or exceed standards	1 day	Thu 3/20/14	Fri 3/21/14
876	Complete Field Technician Checklist & return to Project Manager	1 day	Thu 3/20/14	Fri 3/21/14
877	Transport Test & Turn-up Activities with Telecom Provider	3 days	Wed 4/9/14	Fri 4/11/14
878	Transport turned up with Telecom Provider	1 day	Wed 4/9/14	Wed 4/9/14
879	Circuit connected to Securus equipment	1 day	Thu 4/10/14	Thu 4/10/14
880	Installation Support confirmation that Securus equipment on-line	1 day	Fri 4/11/14	Fri 4/11/14
881	Quality Control Checkpoint: Equipment Testing / Functional Validation	1 day	Mon 4/14/14	Mon 4/14/14
882	Verify all Features working properly	1 day	Mon 4/14/14	Mon 4/14/14
883	Verify phones work, port assignments/call groups set	4 hrs	Mon 4/14/14	Mon 4/14/14
884	Complete Test & Validation Checklist and return to Project Manager	4 hrs	Mon 4/14/14	Mon 4/14/14
885	Securus & Pennsylvania DOC Team Meeting - Touch Point	0.13 days	Mon 4/14/14	Mon 4/14/14
886	Review installation progress & quality control documentation for Correctional Facility	1 hr	Mon 4/14/14	Mon 4/14/14
887	Discuss other ongoing and upcoming activities for remaining Pennsylvania DOC installations	1 hr	Mon 4/14/14	Mon 4/14/14

ID	Task Name	Duration	Start	Finish
888	CHESTER STATE CORRECTIONAL INSTITUTION - 85 Phones	25 days	Tue 3/11/14	Mon 4/14/14
889	Pre-Installation	25 days	Tue 3/11/14	Mon 4/14/14
890	Receipt & Pre-Install ITS Tasks	1.38 days	Tue 3/11/14	Wed 3/12/14
891	Receive Shipment at Site	1 hr	Tue 3/11/14	Tue 3/11/14
892	Verify shipment Content to Pick List	2 hrs	Tue 3/11/14	Tue 3/11/14
893	Telephone room preparation & wiring	1 day	Tue 3/11/14	Wed 3/12/14
894	Pre-Install Securus ITS equipment	1 day	Tue 3/11/14	Wed 3/12/14
895	Install ITS Phones	6 days	Wed 3/12/14	Thu 3/20/14
896	Phone room wiring and installation activity	1 day	Wed 3/12/14	Thu 3/13/14
897	Facility wiring and cross connections	1 day	Wed 3/12/14	Thu 3/13/14
898	Telephone replacements/installation in dormitories	5 days	Thu 3/13/14	Thu 3/20/14
899	Quality Control Checkpoint: Customer Pre-Installation	1 day	Thu 3/20/14	Fri 3/21/14
900	Verify equipment inventory & installation location	1 day	Thu 3/20/14	Fri 3/21/14
901	Verify electrical, network/telecom, and telephone installations meet or exceed standards	1 day	Thu 3/20/14	Fri 3/21/14
902	Complete Field Technician Checklist & return to Project Manager	1 day	Thu 3/20/14	Fri 3/21/14
903	Transport Test & Turn-up Activities with Telecom Provider	3 days	Wed 4/9/14	Fri 4/11/14
904	Transport turned up with Telecom Provider	1 day	Wed 4/9/14	Wed 4/9/14
905	Circuit connected to Securus equipment	1 day	Thu 4/10/14	Thu 4/10/14
906	Installation Support confirmation that Securus equipment on-line	1 day	Fri 4/11/14	Fri 4/11/14
907	Quality Control Checkpoint: Equipment Testing / Functional Validation	1 day	Mon 4/14/14	Mon 4/14/14
908	Verify all Features working properly	1 day	Mon 4/14/14	Mon 4/14/14
909	Verify phones work, port assignments/call groups set	4 hrs	Mon 4/14/14	Mon 4/14/14
910	Complete Test & Validation Checklist and return to Project Manager	4 hrs	Mon 4/14/14	Mon 4/14/14
911	Securus & Pennsylvania DOC Team Meeting - Touch Point	0.13 days	Mon 4/14/14	Mon 4/14/14
912	Review installation progress & quality control documentation for Correctional Facility	1 hr	Mon 4/14/14	Mon 4/14/14
913	Discuss other ongoing and upcoming activities for remaining Pennsylvania DOC installations	1 hr	Mon 4/14/14	Mon 4/14/14
914	Project Controlling, Monitoring, and Closing Phase	39.56 days	Fri 2/28/14	Thu 4/24/14
915	Cut Over Implementations By Site	39.56 days	Fri 2/28/14	Thu 4/24/14
916	DEPARTMENT OF CORRECTIONS CENTRAL OFFICE	7.56 days	Wed 3/12/14	Fri 3/21/14
917	Cut-Over to Securus	5.19 days	Wed 3/12/14	Wed 3/19/14
918	Re-Verify all Features working properly	1 day	Wed 3/12/14	Wed 3/12/14
919	Re-Verify phones work, port assignments/call groups set	1 day	Thu 3/13/14	Thu 3/13/14

ID	Task Name	Duration	Start	Finish
920	Post Cutover QA Checklist & Test Calls Completed.	0.5 hrs	Fri 3/14/14	Fri 3/14/14
921	Notify Facility ITS is prepared for cutover and functioning correctly	0.5 hrs	Fri 3/14/14	Fri 3/14/14
922	Cut Sheet distributed to Securus Project Team	0.5 hrs	Fri 3/14/14	Fri 3/14/14
923	Complete and certify integration with OMS & Commissary Vendor	1 day	Fri 3/14/14	Mon 3/17/14
924	Cut-over activities by Dorm/Offender Housing Locations	2 days	Fri 3/14/14	Tue 3/18/14
925	Inmate Registration in Voice Biometrics	1 day	Tue 3/18/14	Wed 3/19/14
926	Quality Control Checkpoint: Customer Acceptance	2.38 days	Wed 3/19/14	Fri 3/21/14
927	Customer walk through at facility	1 day	Wed 3/19/14	Thu 3/20/14
928	Customer review of Quality Control documentation	1 day	Wed 3/19/14	Thu 3/20/14
929	Post Cut-over Activities	1.38 days	Thu 3/20/14	Fri 3/21/14
930	Final installation diagrams (datacom, electrical, and equipment diagrams)	1 hr	Thu 3/20/14	Thu 3/20/14
931	Site Cutover Preparation Complete - Ready for Training	1 hr	Thu 3/20/14	Thu 3/20/14
932	Distribute Implementation Customer Satisfaction Survey	1 hr	Thu 3/20/14	Thu 3/20/14
933	Training	1 day	Thu 3/20/14	Thu 3/20/14
934	Onsite Customer ITS Instructor Led Training	1 day	Thu 3/20/14	Fri 3/21/14
935	Complete and distribute Training Review forms	1 day	Thu 3/20/14	Fri 3/21/14
936	Customer Acceptance for Pennsylvania DOC Correctional Facility	1 day	Thu 3/20/14	Fri 3/21/14
937	ALBION STATE CORRECTIONAL INSTITUTION - 72 Phones	1 day	Thu 3/20/14	Fri 3/21/14
938	Cut-Over to Securus	7.56 days	Wed 3/12/14	Fri 3/21/14
939	Re-Verify all Features working properly	5.19 days	Wed 3/12/14	Wed 3/19/14
940	Re-Verify phones work, port assignments/call groups set	1 day	Wed 3/12/14	Wed 3/12/14
941	Post Cutover QA Checklist & Test Calls Completed	1 day	Thu 3/13/14	Thu 3/13/14
942	Notify Facility ITS is prepared for cutover and functioning correctly	0.5 hrs	Fri 3/14/14	Fri 3/14/14
943	Cut Sheet distributed to Securus Project Team	0.5 hrs	Fri 3/14/14	Fri 3/14/14
944	Complete and certify integration with OMS & Commissary Vendor	1 day	Fri 3/14/14	Fri 3/14/14
945	Cut-over activities by Dorm/Offender Housing Locations	2 days	Fri 3/14/14	Mon 3/17/14
946	Inmate Registration in Voice Biometrics	1 day	Tue 3/18/14	Tue 3/18/14
947	Quality Control Checkpoint: Customer Acceptance	2.38 days	Wed 3/19/14	Wed 3/19/14
948	Customer walk through at facility	1 day	Wed 3/19/14	Thu 3/20/14
949	Customer review of Quality Control documentation	1 day	Wed 3/19/14	Thu 3/20/14
950	Post Cut-over Activities	1.38 days	Thu 3/20/14	Fri 3/21/14
951	Final installation diagrams (datacom, electrical, and equipment diagrams)	1 hr	Thu 3/20/14	Thu 3/20/14
952	Site Cutover Preparation Complete - Ready for Training	1 hr	Thu 3/20/14	Thu 3/20/14
953	Distribute Implementation Customer Satisfaction Survey	1 hr	Thu 3/20/14	Thu 3/20/14

ID	Task Name	Duration	Start	Finish
954	Training	1 day	Thu 3/20/14	Fri 3/21/14
955	Onsite Customer ITS Instructor Led Training	1 day	Thu 3/20/14	Fri 3/21/14
956	Complete and distribute Training Review forms	1 day	Thu 3/20/14	Fri 3/21/14
957	Customer Acceptance for Pennsylvania DOC Correctional Facility	1 day	Thu 3/20/14	Fri 3/21/14
958	CAMBRIDGE SPRINGS STATE CORRECTIONAL INSTITUTION - 57 Phones	7.56 days	Wed 3/12/14	Fri 3/21/14
959	Cut-Over to Securus	5.19 days	Wed 3/12/14	Wed 3/19/14
960	Re-Verify all Features working properly	1 day	Wed 3/12/14	Wed 3/12/14
961	Re-Verify phones work, port assignments/call groups set	1 day	Thu 3/13/14	Thu 3/13/14
962	Post Cutover QA Checklist & Test Calls Completed	0.5 hrs	Fri 3/14/14	Fri 3/14/14
963	Notify Facility ITS is prepared for cutover and functioning correctly	0.5 hrs	Fri 3/14/14	Fri 3/14/14
964	Cut Sheet distributed to Securus Project Team	0.5 hrs	Fri 3/14/14	Fri 3/14/14
965	Complete and certify integration with OMS & Commissary Vendor	1 day	Fri 3/14/14	Mon 3/17/14
966	Cut-over activities by Dormy/Offender Housing Locations	2 days	Fri 3/14/14	Tue 3/18/14
967	Inmate Registration in Voice Biometrics	1 day	Tue 3/18/14	Wed 3/19/14
968	Quality Control Checkpoint: Customer Acceptance	2.38 days	Wed 3/19/14	Fri 3/21/14
969	Customer walk through at facility	1 day	Wed 3/19/14	Thu 3/20/14
970	Customer review of Quality Control documentation	1 day	Wed 3/19/14	Thu 3/20/14
971	Post Cut-over Activities	1.38 days	Thu 3/20/14	Fri 3/21/14
972	Final installation diagrams (datacom, electrical, and equipment diagrams)	1 hr	Thu 3/20/14	Thu 3/20/14
973	Site Cutover Preparation Complete - Ready for Training	1 hr	Thu 3/20/14	Thu 3/20/14
974	Distribute implementation Customer Satisfaction Survey	1 hr	Thu 3/20/14	Thu 3/20/14
975	Training	1 day	Thu 3/20/14	Fri 3/21/14
976	Onsite Customer ITS Instructor Led Training	1 day	Thu 3/20/14	Fri 3/21/14
977	Complete and distribute Training Review forms	1 day	Thu 3/20/14	Fri 3/21/14
978	Customer Acceptance for Pennsylvania DOC Correctional Facility	1 day	Thu 3/20/14	Fri 3/21/14
979	FOREST STATE CORRECTIONAL INSTITUTION - 113 Phones	1 day	Thu 3/20/14	Fri 3/21/14
980	Cut-Over to Securus	7.56 days	Fri 2/28/14	Tue 3/11/14
981	Re-Verify all Features working properly	5.19 days	Fri 2/28/14	Fri 3/7/14
982	Re-Verify phones work, port assignments/call groups set	1 day	Fri 2/28/14	Fri 2/28/14
983	Post Cutover QA Checklist & Test Calls Completed	1 day	Mon 3/3/14	Mon 3/3/14
984	Notify Facility ITS is prepared for cutover and functioning correctly	0.5 hrs	Tue 3/4/14	Tue 3/4/14
985	Cut Sheet distributed to Securus Project Team	0.5 hrs	Tue 3/4/14	Tue 3/4/14
986	Complete and certify integration with OMS & Commissary Vendor	0.5 hrs	Tue 3/4/14	Tue 3/4/14
987	Cut-over activities by Dormy/Offender Housing Locations	1 day	Tue 3/4/14	Wed 3/5/14
		2 days	Tue 3/4/14	Thu 3/6/14

ID	Task Name	Duration	Start	Finish
998	Inmate Registration in Voice Biometrics	1 day	Thu 3/6/14	Fri 3/7/14
999	Quality Control Checkpoint: Customer Acceptance	2.38 days	Fri 3/7/14	Tue 3/11/14
990	Customer walk through at facility	1 day	Fri 3/7/14	Mon 3/10/14
991	Customer review of Quality Control documentation	1 day	Fri 3/7/14	Mon 3/10/14
992	Post Cut-over Activities	1.38 days	Mon 3/10/14	Tue 3/11/14
993	Final installation diagrams (datacom, electrical, and equipment diagrams)	1 hr	Mon 3/10/14	Mon 3/10/14
994	Site Cutover Preparation Complete - Ready for Training	1 hr	Mon 3/10/14	Mon 3/10/14
995	Distribute Implementation Customer Satisfaction Survey	1 hr	Mon 3/10/14	Mon 3/10/14
996	Training	1 day	Mon 3/10/14	Tue 3/11/14
997	Onsite Customer ITS Instructor Led Training	1 day	Mon 3/10/14	Tue 3/11/14
998	Complete and distribute Training Review forms	1 day	Mon 3/10/14	Tue 3/11/14
999	Customer Acceptance for Pennsylvania DOC Correctional Facility	1 day	Mon 3/10/14	Tue 3/11/14
1000	MERCER STATE CORRECTINAL INSTITUTION - 38 Phones	7.56 days	Fri 3/14/14	Tue 3/25/14
1001	Cut-Over to Securus	5.19 days	Fri 3/14/14	Fri 3/21/14
1002	Re-Verify all Features working properly	1 day	Fri 3/14/14	Fri 3/14/14
1003	Re-Verify phones work, port assignments/call groups set	1 day	Mon 3/17/14	Mon 3/17/14
1004	Post Cutover QA Checklist & Test Calls Completed	0.5 hrs	Tue 3/18/14	Tue 3/18/14
1005	Notify Facility ITS is prepared for cutover and functioning correctly	0.5 hrs	Tue 3/18/14	Tue 3/18/14
1006	Cut Sheet distributed to Securus Project Team	0.5 hrs	Tue 3/18/14	Tue 3/18/14
1007	Complete and certify integration with OMS & Commissary Vendor	1 day	Tue 3/18/14	Wed 3/19/14
1008	Cut-over activities by Dorm/Offender Housing Locations	2 days	Tue 3/18/14	Thu 3/20/14
1009	Inmate Registration in Voice Biometrics	1 day	Thu 3/20/14	Fri 3/21/14
1010	Quality Control Checkpoint: Customer Acceptance	2.38 days	Fri 3/21/14	Tue 3/25/14
1011	Customer walk through at facility	1 day	Fri 3/21/14	Mon 3/24/14
1012	Customer review of Quality Control documentation	1 day	Fri 3/21/14	Mon 3/24/14
1013	Post Cut-over Activities	1.38 days	Mon 3/24/14	Tue 3/25/14
1014	Final installation diagrams (datacom, electrical, and equipment diagrams)	1 hr	Mon 3/24/14	Mon 3/24/14
1015	Site Cutover Preparation Complete - Ready for Training	1 hr	Mon 3/24/14	Mon 3/24/14
1016	Distribute Implementation Customer Satisfaction Survey	1 hr	Mon 3/24/14	Mon 3/24/14
1017	Training	1 day	Mon 3/24/14	Tue 3/25/14
1018	Onsite Customer ITS Instructor Led Training	1 day	Mon 3/24/14	Tue 3/25/14
1019	Complete and distribute Training Review forms	1 day	Mon 3/24/14	Tue 3/25/14
1020	Customer Acceptance for Pennsylvania DOC Correctional Facility	1 day	Mon 3/24/14	Tue 3/25/14
1021	QUEHANNA MOTIVATIONAL BOOT CAMP - 25 Phones	7.56 days	Tue 3/18/14	Thu 3/27/14

ID	Task Name	Duration	Start	Finish
1022	Cut-Over to Securus	5.19 days	Tue 3/18/14	Tue 3/25/14
1023	Re-Verify all Features working properly	1 day	Tue 3/18/14	Tue 3/18/14
1024	Re-Verify phones work, port assignments/call groups set	1 day	Wed 3/19/14	Wed 3/19/14
1025	Post Cutover QA Checklist & Test Calls Completed	0.5 hrs	Thu 3/20/14	Thu 3/20/14
1026	Notify Facility ITS is prepared for cutover and functioning correctly	0.5 hrs	Thu 3/20/14	Thu 3/20/14
1027	Cut Sheet distributed to Securus Project Team	0.5 hrs	Thu 3/20/14	Thu 3/20/14
1028	Complete and certify integration with OMS & Commissary Vendor	1 day	Thu 3/20/14	Fri 3/21/14
1029	Cut-over activities by Dorm/Offender Housing Locations	2 days	Thu 3/20/14	Mon 3/24/14
1030	Inmate Registration in Voice Biometrics	1 day	Mon 3/24/14	Tue 3/25/14
1031	Quality Control Checkpoint: Customer Acceptance	2.38 days	Tue 3/25/14	Thu 3/27/14
1032	Customer walk through at facility	1 day	Tue 3/25/14	Wed 3/26/14
1033	Customer review of Quality Control documentation	1 day	Tue 3/25/14	Wed 3/26/14
1034	Post Cut-over Activities	1.38 days	Wed 3/26/14	Thu 3/27/14
1035	Final installation diagrams (datacom, electrical, and equipment diagrams)	1 hr	Wed 3/26/14	Wed 3/26/14
1036	Site Cutover Preparation Complete - Ready for Training	1 hr	Wed 3/26/14	Wed 3/26/14
1037	Distribute Implementation Customer Satisfaction Survey	1 hr	Wed 3/26/14	Wed 3/26/14
1038	Training	1 day	Wed 3/26/14	Thu 3/27/14
1039	Onsite Customer ITS Instructor Led Training	1 day	Wed 3/26/14	Thu 3/27/14
1040	Complete and distribute Training Review forms	1 day	Wed 3/26/14	Thu 3/27/14
1041	Customer Acceptance for Pennsylvania DOC Correctional Facility	1 day	Wed 3/26/14	Thu 3/27/14
1042	HOUTZDALE STATE CORRECTIONAL INSTITUTION - 82 Phones	7.56 days	Tue 3/18/14	Thu 3/27/14
1043	Cut-Over to Securus	5.19 days	Tue 3/18/14	Tue 3/25/14
1044	Re-Verify all Features working properly	1 day	Tue 3/18/14	Tue 3/18/14
1045	Re-Verify phones work, port assignments/call groups set	1 day	Wed 3/19/14	Wed 3/19/14
1046	Post Cutover QA Checklist & Test Calls Completed	0.5 hrs	Thu 3/20/14	Thu 3/20/14
1047	Notify Facility ITS is prepared for cutover and functioning correctly	0.5 hrs	Thu 3/20/14	Thu 3/20/14
1048	Cut Sheet distributed to Securus Project Team	0.5 hrs	Thu 3/20/14	Thu 3/20/14
1049	Complete and certify integration with OMS & Commissary Vendor	1 day	Thu 3/20/14	Fri 3/21/14
1050	Cut-over activities by Dorm/Offender Housing Locations	2 days	Thu 3/20/14	Mon 3/24/14
1051	Inmate Registration in Voice Biometrics	1 day	Mon 3/24/14	Tue 3/25/14
1052	Quality Control Checkpoint: Customer Acceptance	2.38 days	Tue 3/25/14	Thu 3/27/14
1053	Customer walk through at facility	1 day	Tue 3/25/14	Wed 3/26/14
1054	Customer review of Quality Control documentation	1 day	Tue 3/25/14	Wed 3/26/14
1055	Post Cut-over Activities	1.38 days	Wed 3/26/14	Thu 3/27/14

ID	Task Name	Duration	Start	Finish
1056	Final installation diagrams (datacom, electrical, and equipment diagrams)	1 hr	Wed 3/26/14	Wed 3/26/14
1057	Site Cutover Preparation Complete - Ready for Training	1 hr	Wed 3/26/14	Wed 3/26/14
1058	Distribute Implementation Customer Satisfaction Survey	1 hr	Wed 3/26/14	Wed 3/26/14
1059	Training	1 day	Wed 3/26/14	Thu 3/27/14
1060	Onsite Customer ITS Instructor Led Training	1 day	Wed 3/26/14	Thu 3/27/14
1061	Complete and distribute Training Review forms	1 day	Wed 3/26/14	Thu 3/27/14
1062	Customer Acceptance for Pennsylvania DOC Correctional Facility	1 day	Wed 3/26/14	Thu 3/27/14
1063	PINE GROVE STATE CORRECTIONAL INSTITUTION - 82 Phones	7.56 days	Mon 3/17/14	Wed 3/26/14
1064	Cut-Over to Securus	5.19 days	Mon 3/17/14	Mon 3/24/14
1065	Re-Verify all Features working properly	1 day	Mon 3/17/14	Tue 3/18/14
1066	Re-Verify phones work, port assignments/call groups set	1 day	Tue 3/18/14	Wed 3/19/14
1067	Post Cutover QA Checklist & Test Calls Completed	0.5 hrs	Wed 3/19/14	Wed 3/19/14
1068	Notify Facility ITS is prepared for cutover and functioning correctly	0.5 hrs	Wed 3/19/14	Wed 3/19/14
1069	Cut Sheet distributed to Securus Project Team	0.5 hrs	Wed 3/19/14	Wed 3/19/14
1070	Complete and certify integration with OMS & Commissary Vendor	1 day	Wed 3/19/14	Thu 3/20/14
1071	Cut-over activities by Dorm/Offender Housing Locations	2 days	Wed 3/19/14	Fri 3/21/14
1072	Inmate Registration in Voice Biometrics	1 day	Fri 3/21/14	Mon 3/24/14
1073	Quality Control Checkpoint: Customer Acceptance	2.38 days	Mon 3/24/14	Wed 3/26/14
1074	Customer walk through at facility	1 day	Mon 3/24/14	Tue 3/25/14
1075	Customer review of Quality Control documentation	1 day	Mon 3/24/14	Tue 3/25/14
1076	Post Cut-over Activities	1.98 days	Tue 3/25/14	Wed 3/26/14
1077	Final installation diagrams (datacom, electrical, and equipment diagrams)	1 hr	Tue 3/25/14	Tue 3/25/14
1078	Site Cutover Preparation Complete - Ready for Training	1 hr	Tue 3/25/14	Tue 3/25/14
1079	Distribute Implementation Customer Satisfaction Survey	1 hr	Tue 3/25/14	Tue 3/25/14
1080	Training	1 day	Tue 3/25/14	Wed 3/26/14
1081	Onsite Customer ITS Instructor Led Training	1 day	Tue 3/25/14	Wed 3/26/14
1082	Complete and distribute Training Review forms	1 day	Tue 3/25/14	Wed 3/26/14
1083	Customer Acceptance for Pennsylvania DOC Correctional Facility	1 day	Tue 3/25/14	Wed 3/26/14
1084	PITTSBURGH STATE CORRECTIONAL INSTITUTION - 137 Phones	7.56 days	Thu 3/20/14	Wed 3/26/14
1085	Cut-Over to Securus	5.19 days	Thu 3/20/14	Mon 3/31/14
1086	Re-Verify all Features working properly	1 day	Thu 3/20/14	Thu 3/20/14
1087	Re-Verify phones work, port assignments/call groups set	1 day	Thu 3/20/14	Thu 3/20/14
1088	Post Cutover QA Checklist & Test Calls Completed	1 day	Fri 3/21/14	Fri 3/21/14
1089	Notify Facility ITS is prepared for cutover and functioning correctly	0.5 hrs	Mon 3/24/14	Mon 3/24/14
1089		0.5 hrs	Mon 3/24/14	Mon 3/24/14

ID	Task Name	Duration	Start	Finish
1090	Cut Sheet distributed to Securus Project Team	0.5 hrs	Mon 3/24/14	Mon 3/24/14
1091	Complete and certify integration with OMS & Commissary Vendor	1 day	Mon 3/24/14	Tue 3/25/14
1092	Cut-over activities by Dorm/Offender Housing Locations	2 days	Mon 3/24/14	Wed 3/26/14
1093	Inmate Registration in Voice Biometrics	1 day	Wed 3/26/14	Thu 3/27/14
1094	Quality Control Checkpoint: Customer Acceptance	2.38 days	Thu 3/27/14	Mon 3/31/14
1095	Customer walk through at facility	1 day	Thu 3/27/14	Fri 3/28/14
1096	Customer review of Quality Control documentation	1 day	Thu 3/27/14	Fri 3/28/14
1097	Post Cut-over Activities	1.38 days	Fri 3/28/14	Mon 3/31/14
1098	Final installation diagrams (datacom, electrical, and equipment diagrams)	1 hr	Fri 3/28/14	Fri 3/28/14
1099	Site Cutover Preparation Complete - Ready for Training	1 hr	Fri 3/28/14	Fri 3/28/14
1100	Distribute Implementation Customer Satisfaction Survey	1 hr	Fri 3/28/14	Fri 3/28/14
1101	Training	1 day	Fri 3/28/14	Mon 3/31/14
1102	Onsite Customer ITS Instructor Led Training	1 day	Fri 3/28/14	Mon 3/31/14
1103	Complete and distribute Training Review forms	1 day	Fri 3/28/14	Mon 3/31/14
1104	Customer Acceptance for Pennsylvania DOC Correctional Facility	1 day	Fri 3/28/14	Mon 3/31/14
1105	FAVETTE STATE CORRECTIONAL INSTITUTION - 114 Phones	1 day	Fri 3/28/14	Mon 3/31/14
1106	Cut-Over to Securus	7.56 days	Wed 3/19/14	Fri 3/28/14
1107	Re-Verify all Features working properly	5.19 days	Wed 3/19/14	Wed 3/26/14
1108	Re-Verify phones work, port assignments/call groups set	1 day	Wed 3/19/14	Thu 3/20/14
1109	Post Cutover QA Checklist & Test Calls Completed	1 day	Thu 3/20/14	Fri 3/21/14
1110	Notify Facility ITS is prepared for cutover and functioning correctly	0.5 hrs	Fri 3/21/14	Fri 3/21/14
1111	Cut Sheet distributed to Securus Project Team	0.5 hrs	Fri 3/21/14	Fri 3/21/14
1112	Complete and certify integration with OMS & Commissary Vendor	1 day	Fri 3/21/14	Mon 3/24/14
1113	Cut-over activities by Dorm/Offender Housing Locations	2 days	Fri 3/21/14	Tue 3/25/14
1114	Inmate Registration in Voice Biometrics	1 day	Tue 3/25/14	Wed 3/26/14
1115	Quality Control Checkpoint: Customer Acceptance	2.38 days	Wed 3/26/14	Fri 3/28/14
1116	Customer walk through at facility	1 day	Wed 3/26/14	Thu 3/27/14
1117	Customer review of Quality Control documentation	1 day	Wed 3/26/14	Thu 3/27/14
1118	Post Cut-over Activities	1.38 days	Thu 3/27/14	Fri 3/28/14
1119	Final installation diagrams (datacom, electrical, and equipment diagrams)	1 hr	Thu 3/27/14	Thu 3/27/14
1120	Site Cutover Preparation Complete - Ready for Training	1 hr	Thu 3/27/14	Thu 3/27/14
1121	Distribute Implementation Customer Satisfaction Survey	1 hr	Thu 3/27/14	Thu 3/27/14
1122	Training	1 day	Thu 3/27/14	Fri 3/28/14
1123	Onsite Customer ITS Instructor Led Training	1 day	Thu 3/27/14	Fri 3/28/14

ID	Task Name	Duration	Start	Finish
1124	Complete and distribute Training Review forms	1 day	Thu 3/27/14	Fri 3/28/14
1125	Customer Acceptance for Pennsylvania DOC Correctional Facility	1 day	Thu 3/27/14	Fri 3/28/14
1126	GREENE STATE CORRECTIONAL INSTITUTION - 99 Phones	7.56 days	Mon 3/24/14	Wed 4/2/14
1127	Cut-Over to Securus	5.19 days	Mon 3/24/14	Mon 3/31/14
1128	Re-Verify all Features working properly	1 day	Mon 3/24/14	Mon 3/24/14
1129	Re-Verify phones work, port assignments/call groups set	1 day	Tue 3/25/14	Tue 3/25/14
1130	Post Cutover QA Checklist & Test Calls Completed	0.5 hrs	Wed 3/26/14	Wed 3/26/14
1131	Notify Facility ITS is prepared for cutover and functioning correctly	0.5 hrs	Wed 3/26/14	Wed 3/26/14
1132	Cut Sheet distributed to Securus Project Team	0.5 hrs	Wed 3/26/14	Wed 3/26/14
1133	Complete and certify integration with OMS & Commissary Vendor	1 day	Wed 3/26/14	Thu 3/27/14
1134	Cut-over activities by Dorm/Offender Housing Locations	2 days	Wed 3/26/14	Fri 3/28/14
1135	Inmate Registration in Voice Biometrics	1 day	Fri 3/28/14	Mon 3/31/14
1136	Quality Control Checklist: Customer Acceptance	2.38 days	Mon 3/31/14	Wed 4/2/14
1137	Customer walk through at facility	1 day	Mon 3/31/14	Tue 4/1/14
1138	Customer review of Quality Control documentation	1 day	Mon 3/31/14	Tue 4/1/14
1139	Post Cut-over Activities	1.38 days	Tue 4/1/14	Wed 4/2/14
1140	Final installation diagrams (datacom, electrical, and equipment diagrams)	1 hr	Tue 4/1/14	Tue 4/1/14
1141	Site Cutover Preparation Complete - Ready for Training	1 hr	Tue 4/1/14	Tue 4/1/14
1142	Distribute Implementation Customer Satisfaction Survey	1 hr	Tue 4/1/14	Tue 4/1/14
1143	Training	1 day	Tue 4/1/14	Wed 4/2/14
1144	Onsite Customer ITS Instructor Led Training	1 day	Tue 4/1/14	Wed 4/2/14
1145	Complete and distribute Training Review forms	1 day	Tue 4/1/14	Wed 4/2/14
1146	Customer Acceptance for Pennsylvania DOC Correctional Facility	1 day	Tue 4/1/14	Wed 4/2/14
1147	LAUREL HIGHLANDS STATE CORRECTIONAL INSTITUTION - 61 Phones	1 day	Tue 4/1/14	Wed 4/2/14
1148	Cut-Over to Securus	7.56 days	Fri 3/21/14	Tue 4/1/14
1149	Re-Verify all Features working properly	5.19 days	Fri 3/21/14	Fri 3/28/14
1150	Re-Verify phones work, port assignments/call groups set	1 day	Fri 3/21/14	Mon 3/24/14
1151	Post Cutover QA Checklist & Test Calls Completed	1 day	Mon 3/24/14	Tue 3/25/14
1152	Notify Facility ITS is prepared for cutover and functioning correctly	0.5 hrs	Tue 3/25/14	Tue 3/25/14
1153	Cut Sheet distributed to Securus Project Team	0.5 hrs	Tue 3/25/14	Tue 3/25/14
1154	Complete and certify integration with OMS & Commissary Vendor	1 day	Tue 3/25/14	Wed 3/26/14
1155	Cut-over activities by Dorm/Offender Housing Locations	2 days	Tue 3/25/14	Thu 3/27/14
1156	Inmate Registration in Voice Biometrics	1 day	Thu 3/27/14	Fri 3/28/14
1157	Quality Control Checklist: Customer Acceptance	2.38 days	Fri 3/28/14	Tue 4/1/14

ID	Task Name	Duration	Start	Finish
1158	Customer walk through at facility	1 day	Fri 3/28/14	Mon 3/31/14
1159	Customer review of Quality Control documentation	1 day	Fri 3/28/14	Mon 3/31/14
1160	Post Cut-over Activities	1.38 days	Mon 3/31/14	Tue 4/1/14
1161	Final installation diagrams (datacom, electrical, and equipment diagrams)	1 hr	Mon 3/31/14	Mon 3/31/14
1162	Site Cutover Preparation Complete - Ready for Training	1 hr	Mon 3/31/14	Mon 3/31/14
1163	Distribute Implementation Customer Satisfaction Survey	1 hr	Mon 3/31/14	Mon 3/31/14
1164	Training	1 day	Mon 3/31/14	Tue 4/1/14
1165	Onsite Customer ITS Instructor Led Training	1 day	Mon 3/31/14	Tue 4/1/14
1166	Complete and distribute Training Review forms	1 day	Mon 3/31/14	Tue 4/1/14
1167	Customer Acceptance for Pennsylvania DOC Correctional Facility	1 day	Mon 3/31/14	Tue 4/1/14
1168	SOMERSET STATE CORRECTIONAL INSTITUTION - 72 Phones	7.56 days	Wed 3/26/14	Fri 4/4/14
1169	Cut-Over to Securus	5.19 days	Wed 3/26/14	Wed 4/2/14
1170	Re-Verify all Features working properly	1 day	Wed 3/26/14	Wed 3/26/14
1171	Re-Verify phones work, port assignments/call groups set	1 day	Thu 3/27/14	Thu 3/27/14
1172	Post Cutover QA Checklist & Test Calls Completed	0.5 hrs	Fri 3/28/14	Fri 3/28/14
1173	Notify Facility ITS is prepared for cutover and functioning correctly	0.5 hrs	Fri 3/28/14	Fri 3/28/14
1174	Cut Sheet distributed to Securus Project Team	0.5 hrs	Fri 3/28/14	Fri 3/28/14
1175	Complete and certify integration with OMS & Commissary Vendor	1 day	Fri 3/28/14	Mon 3/31/14
1176	Cut-over activities by Dorm/Offender Housing Locations	2 days	Fri 3/28/14	Tue 4/1/14
1177	Inmate Registration in Voice Biometrics	1 day	Tue 4/1/14	Wed 4/2/14
1178	Quality Control Checklist: Customer Acceptance	2.38 days	Wed 4/2/14	Fri 4/4/14
1179	Customer walk through at facility	1 day	Wed 4/2/14	Thu 4/3/14
1180	Customer review of Quality Control documentation	1 day	Wed 4/2/14	Thu 4/3/14
1181	Post Cut-over Activities	1.38 days	Thu 4/3/14	Fri 4/4/14
1182	Final installation diagrams (datacom, electrical, and equipment diagrams)	1 hr	Thu 4/3/14	Thu 4/3/14
1183	Site Cutover Preparation Complete - Ready for Training	1 hr	Thu 4/3/14	Thu 4/3/14
1184	Distribute Implementation Customer Satisfaction Survey	1 hr	Thu 4/3/14	Thu 4/3/14
1185	Training	1 day	Thu 4/3/14	Fri 4/4/14
1186	Onsite Customer ITS Instructor Led Training	1 day	Thu 4/3/14	Fri 4/4/14
1187	Complete and distribute Training Review forms	1 day	Thu 4/3/14	Fri 4/4/14
1188	Customer Acceptance for Pennsylvania DOC Correctional Facility	1 day	Thu 4/3/14	Fri 4/4/14
1189	MUNCY STATE CORRECTIONAL INSTITUTION - 53 Phones	7.56 days	Fri 3/28/14	Tue 4/8/14
1190	Cut-Over to Securus	5.19 days	Fri 3/28/14	Fri 4/4/14
1191	Re-Verify all Features working properly	1 day	Fri 3/28/14	Fri 3/28/14

ID	Task Name	Duration	Start	Finish
1192	Re-Verify phones work, port assignments/call groups set	1 day	Mon 3/31/14	Mon 3/31/14
1193	Post Cutover QA Checklist & Test Calls Completed	0.5 hrs	Tue 4/1/14	Tue 4/1/14
1194	Notify Facility ITS is prepared for cutover and functioning correctly	0.5 hrs	Tue 4/1/14	Tue 4/1/14
1195	Cut Sheet distributed to Securus Project Team	0.5 hrs	Tue 4/1/14	Tue 4/1/14
1196	Complete and certify integration with OMS & Commissary Vendor	1 day	Tue 4/1/14	Wed 4/2/14
1197	Cut-over activities by Dorm/Offender Housing Locations	2 days	Tue 4/1/14	Thu 4/3/14
1198	Inmate Registration in Voice Biometrics	1 day	Thu 4/3/14	Fri 4/4/14
1199	Quality Control Checkpoint: Customer Acceptance	2.38 days	Fri 4/4/14	Tue 4/8/14
1200	Customer walk through at facility	1 day	Fri 4/4/14	Mon 4/7/14
1201	Customer review of Quality Control documentation	1 day	Fri 4/4/14	Mon 4/7/14
1202	Post Cut-over Activities	1.38 days	Mon 4/7/14	Tue 4/8/14
1203	Final installation diagrams (datacom, electrical, and equipment diagrams)	1 hr	Mon 4/7/14	Mon 4/7/14
1204	Site Cutover Preparation Complete - Ready for Training	1 hr	Mon 4/7/14	Mon 4/7/14
1205	Distribute implementation Customer Satisfaction Survey	1 hr	Mon 4/7/14	Mon 4/7/14
1206	Training	1 day	Mon 4/7/14	Tue 4/8/14
1207	Onsite Customer ITS Instructor Led Training	1 day	Mon 4/7/14	Tue 4/8/14
1208	Complete and distribute Training Review forms	1 day	Mon 4/7/14	Tue 4/8/14
1209	Customer Acceptance for Pennsylvania DOC Correctional Facility	1 day	Mon 4/7/14	Tue 4/8/14
1210	SCI BENNER TOWNSHIP - 85 Phones	7.56 days	Fri 3/28/14	Tue 4/8/14
1211	Cut-Over to Securus	5.19 days	Fri 3/28/14	Fri 4/4/14
1212	Re-Verify all Features working properly	1 day	Fri 3/28/14	Fri 3/28/14
1213	Re-Verify phones work, port assignments/call groups set	1 day	Mon 3/31/14	Mon 3/31/14
1214	Post Cutover QA Checklist & Test Calls Completed	0.5 hrs	Tue 4/1/14	Tue 4/1/14
1215	Notify Facility ITS is prepared for cutover and functioning correctly	0.5 hrs	Tue 4/1/14	Tue 4/1/14
1216	Cut Sheet distributed to Securus Project Team	0.5 hrs	Tue 4/1/14	Tue 4/1/14
1217	Complete and certify integration with OMS & Commissary Vendor	1 day	Tue 4/1/14	Wed 4/2/14
1218	Cut-over activities by Dorm/Offender Housing Locations	2 days	Tue 4/1/14	Thu 4/3/14
1219	Inmate Registration in Voice Biometrics	1 day	Thu 4/3/14	Fri 4/4/14
1220	Quality Control Checkpoint: Customer Acceptance	2.38 days	Fri 4/4/14	Tue 4/8/14
1221	Customer walk through at facility	1 day	Fri 4/4/14	Mon 4/7/14
1222	Customer review of Quality Control documentation	1 day	Fri 4/4/14	Mon 4/7/14
1223	Post Cut-over Activities	1.38 days	Mon 4/7/14	Tue 4/8/14
1224	Final installation diagrams (datacom, electrical, and equipment diagrams)	1 hr	Mon 4/7/14	Mon 4/7/14
1225	Site Cutover Preparation Complete - Ready for Training	1 hr	Mon 4/7/14	Mon 4/7/14

ID	Task Name	Duration	Start	Finish
1226	Distribute Implementation Customer Satisfaction Survey	1 hr	Mon 4/7/14	Mon 4/7/14
1227	Training	1 day	Mon 4/7/14	Tue 4/8/14
1228	Onsite Customer ITS Instructor Led Training	1 day	Mon 4/7/14	Tue 4/8/14
1229	Complete and distribute Training Review forms	1 day	Mon 4/7/14	Tue 4/8/14
1230	Customer Acceptance for Pennsylvania DOC Correctional Facility	1 day	Mon 4/7/14	Tue 4/8/14
1231	ROCKVIEW STATE CORRECTIONAL INSTITUTION - 69 Phones			
1232	Cut-Over to Securus	7.56 days	Tue 4/1/14	Thu 4/10/14
1233	Re-Verify all Features working properly	5.19 days	Tue 4/1/14	Tue 4/8/14
1234	Re-Verify phones work, port assignments/call groups set	1 day	Tue 4/1/14	Tue 4/1/14
1235	Post Cutover QA Checklist & Test Calls Completed	1 day	Wed 4/2/14	Wed 4/2/14
1236	Notify Facility ITS is prepared for cutover and functioning correctly	0.5 hrs	Thu 4/3/14	Thu 4/3/14
1237	Cut Sheet distributed to Securus Project Team	0.5 hrs	Thu 4/3/14	Thu 4/3/14
1238	Complete and certify integration with OMS & Commissary Vendor	0.5 hrs	Thu 4/3/14	Thu 4/3/14
1239	Cut-over activities by Dormy/Offender Housing Locations	1 day	Thu 4/3/14	Fri 4/4/14
1240	Inmate Registration in Voice Biometrics	2 days	Thu 4/3/14	Mon 4/7/14
1241	Quality Control Checkpoint: Customer Acceptance	1 day	Mon 4/7/14	Tue 4/8/14
1242	Customer walk through at facility	2.38 days	Tue 4/8/14	Thu 4/10/14
1243	Customer review of Quality Control documentation	1 day	Tue 4/8/14	Wed 4/9/14
1244	Post Cut-over Activities	1 day	Tue 4/8/14	Wed 4/9/14
1245	Final installation diagrams (datacom, electrical, and equipment diagrams)	1.38 days	Wed 4/9/14	Thu 4/10/14
1246	Site Cutover Preparation Complete - Ready for Training	1 hr	Wed 4/9/14	Wed 4/9/14
1247	Distribute Implementation Customer Satisfaction Survey	1 hr	Wed 4/9/14	Wed 4/9/14
1248	Training	1 hr	Wed 4/9/14	Wed 4/9/14
1249	Onsite Customer ITS Instructor Led Training	1 day	Wed 4/9/14	Thu 4/10/14
1250	Complete and distribute Training Review forms	1 day	Wed 4/9/14	Thu 4/10/14
1251	Customer Acceptance for Pennsylvania DOC Correctional Facility	1 day	Wed 4/9/14	Thu 4/10/14
1252	SMITHFIELD STATE CORRECTIONAL INSTITUTION - 52 Phones			
1253	Cut-Over to Securus	7.56 days	Wed 4/9/14	Thu 4/10/14
1254	Re-Verify all Features working properly	5.19 days	Tue 4/1/14	Tue 4/8/14
1255	Re-Verify phones work, port assignments/call groups set	1 day	Tue 4/1/14	Tue 4/1/14
1256	Post Cutover QA Checklist & Test Calls Completed	1 day	Wed 4/2/14	Wed 4/2/14
1257	Notify Facility ITS is prepared for cutover and functioning correctly	0.5 hrs	Thu 4/3/14	Thu 4/3/14
1258	Cut Sheet distributed to Securus Project Team	0.5 hrs	Thu 4/3/14	Thu 4/3/14
1259	Complete and certify integration with OMS & Commissary Vendor	0.5 hrs	Thu 4/3/14	Thu 4/3/14
1259	Complete and certify integration with OMS & Commissary Vendor	1 day	Thu 4/3/14	Fri 4/4/14

ID	Task Name	Duration	Start	Finish
1260	Cut-over activities by Dorm/Offender Housing Locations	2 days	Thu 4/3/14	Mon 4/7/14
1261	Inmate Registration in Voice Biometrics	1 day	Mon 4/7/14	Tue 4/8/14
1262	Quality Control Checkpoint: Customer Acceptance	2.38 days	Tue 4/8/14	Thu 4/10/14
1263	Customer walk through at facility	1 day	Tue 4/8/14	Wed 4/9/14
1264	Customer review of Quality Control documentation	1 day	Tue 4/8/14	Wed 4/9/14
1265	Post Cut-over Activities	1.38 days	Wed 4/9/14	Thu 4/10/14
1266	Final installation diagrams (datacom, electrical, and equipment diagrams)	1 hr	Wed 4/9/14	Wed 4/9/14
1267	Site Cutover Preparation Complete - Ready for Training	1 hr	Wed 4/9/14	Wed 4/9/14
1268	Distribute Implementation Customer Satisfaction Survey	1 hr	Wed 4/9/14	Wed 4/9/14
1269	Training	1 day	Wed 4/9/14	Thu 4/10/14
1270	Onsite Customer ITS Instructor Led Training	1 day	Wed 4/9/14	Thu 4/10/14
1271	Complete and distribute Training Review forms	1 day	Wed 4/9/14	Thu 4/10/14
1272	Customer Acceptance for Pennsylvania DOC Correctional Facility	1 day	Wed 4/9/14	Thu 4/10/14
1273	HUNTINGDON STATE CORRECTIONAL INSTITUTION - 48 Phones	7.56 days	Thu 4/3/14	Mon 4/14/14
1274	Cut-Over to Securus	5.19 days	Thu 4/3/14	Thu 4/10/14
1275	Re-Verify all Features working properly	1 day	Thu 4/3/14	Thu 4/3/14
1276	Re-Verify phones work, port assignments/call groups set	1 day	Fri 4/4/14	Fri 4/4/14
1277	Post Cutover QA Checklist & Test Calls Completed	0.5 hrs	Mon 4/7/14	Mon 4/7/14
1278	Notify Facility ITS is prepared for cutover and functioning correctly	0.5 hrs	Mon 4/7/14	Mon 4/7/14
1279	Cut Sheet distributed to Securus Project Team	0.5 hrs	Mon 4/7/14	Mon 4/7/14
1280	Complete and certify integration with OMS & Commissary Vendor	1 day	Mon 4/7/14	Tue 4/8/14
1281	Cut-over activities by Dorm/Offender Housing Locations	2 days	Mon 4/7/14	Wed 4/9/14
1282	Inmate Registration in Voice Biometrics	1 day	Wed 4/9/14	Thu 4/10/14
1283	Quality Control Checkpoint: Customer Acceptance	2.38 days	Thu 4/10/14	Mon 4/14/14
1284	Customer walk through at facility	1 day	Thu 4/10/14	Fri 4/11/14
1285	Customer review of Quality Control documentation	1 day	Thu 4/10/14	Fri 4/11/14
1286	Post Cut-over Activities	1.38 days	Fri 4/11/14	Mon 4/14/14
1287	Final installation diagrams (datacom, electrical, and equipment diagrams)	1 hr	Fri 4/11/14	Fri 4/11/14
1288	Site Cutover Preparation Complete - Ready for Training	1 hr	Fri 4/11/14	Fri 4/11/14
1289	Distribute Implementation Customer Satisfaction Survey	1 hr	Fri 4/11/14	Fri 4/11/14
1290	Training	1 day	Fri 4/11/14	Mon 4/14/14
1291	Onsite Customer ITS Instructor Led Training	1 day	Fri 4/11/14	Mon 4/14/14
1292	Complete and distribute Training Review forms	1 day	Fri 4/11/14	Mon 4/14/14
1293	Customer Acceptance for Pennsylvania DOC Correctional Facility	1 day	Fri 4/11/14	Mon 4/14/14

ID	Task Name	Duration	Start	Finish
1294	CAMP HILL STATE CORRECTIONAL INSTITUTION - 113 Phones	7.56 days	Thu 4/3/14	Mon 4/14/14
1295	Cut-Over to Securus	5.19 days	Thu 4/3/14	Thu 4/10/14
1296	Re-Verify all Features working properly	1 day	Thu 4/3/14	Thu 4/3/14
1297	Re-Verify phones work, port assignments/call groups set	1 day	Fri 4/4/14	Fri 4/4/14
1298	Post Cutover QA Checklist & Test Calls Completed	0.5 hrs	Mon 4/7/14	Mon 4/7/14
1299	Notify Facility ITS is prepared for cutover and functioning correctly	0.5 hrs	Mon 4/7/14	Mon 4/7/14
1300	Cut Sheet distributed to Securus Project Team	0.5 hrs	Mon 4/7/14	Mon 4/7/14
1301	Complete and certify integration with OMS & Commissary Vendor	1 day	Mon 4/7/14	Tue 4/8/14
1302	Cut-over activities by Dorm/Offender Housing Locations	2 days	Mon 4/7/14	Wed 4/9/14
1303	Inmate Registration in Voice Biometrics	1 day	Wed 4/9/14	Thu 4/10/14
1304	Quality Control Checkpoint: Customer Acceptance	2.38 days	Thu 4/10/14	Mon 4/14/14
1305	Customer walk through at facility	1 day	Thu 4/10/14	Fri 4/11/14
1306	Customer review of Quality Control documentation	1 day	Thu 4/10/14	Fri 4/11/14
1307	Post Cut-over Activities	1.98 days	Fri 4/11/14	Mon 4/14/14
1308	Final installation diagrams (datacom, electrical, and equipment diagrams)	1 hr	Fri 4/11/14	Fri 4/11/14
1309	Site Cutover Preparation Complete - Ready for Training	1 hr	Fri 4/11/14	Fri 4/11/14
1310	Distribute Implementation Customer Satisfaction Survey	1 hr	Fri 4/11/14	Fri 4/11/14
1311	Training	1 day	Fri 4/11/14	Mon 4/14/14
1312	Onsite Customer ITS Instructor Led Training	1 day	Fri 4/11/14	Mon 4/14/14
1313	Complete and distribute Training Review forms	1 day	Fri 4/11/14	Mon 4/14/14
1314	Customer Acceptance for Pennsylvania DOC Correctional Facility	1 day	Fri 4/11/14	Mon 4/14/14
1315	COAL TOWNSHIP STATE CORRECTIONAL INSTITUTION - 77 Phones	1 day	Fri 4/11/14	Mon 4/14/14
1316	Cut-Over to Securus	7.56 days	Mon 4/7/14	Wed 4/16/14
1317	Re-Verify all Features working properly	5.19 days	Mon 4/7/14	Mon 4/14/14
1318	Re-Verify phones work, port assignments/call groups set	1 day	Mon 4/7/14	Mon 4/7/14
1319	Post Cutover QA Checklist & Test Calls Completed	1 day	Tue 4/8/14	Tue 4/8/14
1320	Notify Facility ITS is prepared for cutover and functioning correctly	0.5 hrs	Wed 4/9/14	Wed 4/9/14
1321	Cut Sheet distributed to Securus Project Team	0.5 hrs	Wed 4/9/14	Wed 4/9/14
1322	Complete and certify integration with OMS & Commissary Vendor	0.5 hrs	Wed 4/9/14	Wed 4/9/14
1323	Cut-over activities by Dorm/Offender Housing Locations	1 day	Wed 4/9/14	Thu 4/10/14
1324	Inmate Registration in Voice Biometrics	2 days	Wed 4/9/14	Fri 4/11/14
1325	Quality Control Checkpoint: Customer Acceptance	1 day	Fri 4/11/14	Mon 4/14/14
1326	Customer walk through at facility	2.38 days	Mon 4/14/14	Wed 4/16/14
1327	Customer review of Quality Control documentation	1 day	Mon 4/14/14	Tue 4/15/14
1327	Customer review of Quality Control documentation	1 day	Mon 4/14/14	Tue 4/15/14

ID	Task Name	Duration	Start	Finish
1328	Post Cut-over Activities	1.38 days	Tue 4/15/14	Wed 4/16/14
1329	Final installation diagrams (datacom, electrical, and equipment diagrams)	1 hr	Tue 4/15/14	Tue 4/15/14
1330	Site Cutover Preparation Complete - Ready for Training	1 hr	Tue 4/15/14	Tue 4/15/14
1331	Distribute Implementation Customer Satisfaction Survey Training	1 hr	Tue 4/15/14	Tue 4/15/14
1332	Onsite Customer ITS Instructor Led Training	1 day	Tue 4/15/14	Wed 4/16/14
1334	Complete and distribute Training Review forms	1 day	Tue 4/15/14	Wed 4/16/14
1335	Customer Acceptance for Pennsylvania DOC Correctional Facility	1 day	Tue 4/15/14	Wed 4/16/14
1336	MAHONEY STATE CORRECTIONAL INSTITUTION - 61 Phones	7.56 days	Mon 4/7/14	Wed 4/16/14
1337	Cut-Over to Securus	5.19 days	Mon 4/7/14	Mon 4/14/14
1338	Re-Verify all Features working properly	1 day	Mon 4/7/14	Mon 4/7/14
1339	Re-Verify phones work, port assignments/call groups set	1 day	Tue 4/8/14	Tue 4/8/14
1340	Post Cutover QA Checklist & Test Calls Completed	0.5 hrs	Wed 4/9/14	Wed 4/9/14
1341	Notify Facility ITS is prepared for cutover and functioning correctly	0.5 hrs	Wed 4/9/14	Wed 4/9/14
1342	Cut Sheet distributed to Securus Project Team	0.5 hrs	Wed 4/9/14	Wed 4/9/14
1343	Complete and certify integration with OMS & Commissary Vendor	1 day	Wed 4/9/14	Thu 4/10/14
1344	Cut-over activities by Dorm/Offender Housing Locations	2 days	Wed 4/9/14	Fri 4/11/14
1345	Inmate Registration in Voice Biometrics	1 day	Fri 4/11/14	Mon 4/14/14
1346	Quality Control Checkpoint: Customer Acceptance	2.38 days	Mon 4/14/14	Wed 4/16/14
1347	Customer walk through at facility	1 day	Mon 4/14/14	Tue 4/15/14
1348	Customer review of Quality Control documentation	1 day	Mon 4/14/14	Tue 4/15/14
1349	Post Cut-over Activities	1.38 days	Tue 4/15/14	Wed 4/16/14
1350	Final installation diagrams (datacom, electrical, and equipment diagrams)	1 hr	Tue 4/15/14	Tue 4/15/14
1351	Site Cutover Preparation Complete - Ready for Training	1 hr	Tue 4/15/14	Tue 4/15/14
1352	Distribute Implementation Customer Satisfaction Survey Training	1 hr	Tue 4/15/14	Tue 4/15/14
1353	Onsite Customer ITS Instructor Led Training	1 day	Tue 4/15/14	Wed 4/16/14
1354	Complete and distribute Training Review forms	1 day	Tue 4/15/14	Wed 4/16/14
1355	Customer Acceptance for Pennsylvania DOC Correctional Facility	1 day	Tue 4/15/14	Wed 4/16/14
1356	FRACKVILLE STATE CORRECTIONAL INSTITUTION - 37 Phones	7.56 days	Wed 4/9/14	Fri 4/18/14
1357	Cut-Over to Securus	5.19 days	Wed 4/9/14	Wed 4/16/14
1358	Re-Verify all Features working properly	1 day	Wed 4/9/14	Wed 4/9/14
1359	Re-Verify phones work, port assignments/call groups set	1 day	Wed 4/9/14	Wed 4/9/14
1360	Post Cutover QA Checklist & Test Calls Completed	1 day	Thu 4/10/14	Thu 4/10/14
1361		0.5 hrs	Fri 4/11/14	Fri 4/11/14

ID	Task Name	Duration	Start	Finish
1362	Notify Facility ITS is prepared for cutover and functioning correctly	0.5 hrs	Fri 4/11/14	Fri 4/11/14
1363	Cut Sheet distributed to Securus Project Team	0.5 hrs	Fri 4/11/14	Fri 4/11/14
1364	Complete and certify integration with OMS & Commissary Vendor	1 day	Fri 4/11/14	Mon 4/14/14
1365	Cut-over activities by Dorm/Offender Housing Locations	2 days	Fri 4/11/14	Tue 4/15/14
1366	Inmate Registration in Voice Biometrics	1 day	Tue 4/15/14	Wed 4/16/14
1367	Quality Control Checkpoint: Customer Acceptance	2.38 days	Wed 4/16/14	Fri 4/18/14
1368	Customer walk through at facility	1 day	Wed 4/16/14	Thu 4/17/14
1369	Customer review of Quality Control documentation	1 day	Wed 4/16/14	Thu 4/17/14
1370	Post Cut-over Activities	1.38 days	Thu 4/17/14	Fri 4/18/14
1371	Final installation diagrams (datacom, electrical, and equipment diagrams)	1 hr	Thu 4/17/14	Thu 4/17/14
1372	Site Cutover Preparation Complete - Ready for Training	1 hr	Thu 4/17/14	Thu 4/17/14
1373	Distribute Implementation Customer Satisfaction Survey	1 hr	Thu 4/17/14	Thu 4/17/14
1374	Training	1 hr	Thu 4/17/14	Thu 4/17/14
1375	Onsite Customer ITS Instructor Led Training	1 day	Thu 4/17/14	Fri 4/18/14
1376	Complete and distribute Training Review forms	1 day	Thu 4/17/14	Fri 4/18/14
1377	Customer Acceptance for Pennsylvania DOC Correctional Facility	1 day	Thu 4/17/14	Fri 4/18/14
1378	RETREAT STATE CORRECTIONAL INSTITUTION - 30 Phones	1 day	Thu 4/17/14	Fri 4/18/14
1379	Cut-Over to Securus	7.56 days	Wed 4/9/14	Fri 4/18/14
1380	Re-Verify all Features working properly	5.19 days	Wed 4/9/14	Wed 4/16/14
1381	Re-Verify phones work, port assignments/call groups set	1 day	Wed 4/9/14	Wed 4/9/14
1382	Post Cutover QA Checklist & Test Calls Completed	1 day	Thu 4/10/14	Thu 4/10/14
1383	Notify Facility ITS is prepared for cutover and functioning correctly	0.5 hrs	Fri 4/11/14	Fri 4/11/14
1384	Cut Sheet distributed to Securus Project Team	0.5 hrs	Fri 4/11/14	Fri 4/11/14
1385	Complete and certify integration with OMS & Commissary Vendor	0.5 hrs	Fri 4/11/14	Fri 4/11/14
1386	Cut-over activities by Dorm/Offender Housing Locations	1 day	Fri 4/11/14	Mon 4/14/14
1387	Inmate Registration in Voice Biometrics	2 days	Fri 4/11/14	Tue 4/15/14
1388	Quality Control Checkpoint: Customer Acceptance	1 day	Tue 4/15/14	Wed 4/16/14
1389	Customer walk through at facility	2.38 days	Wed 4/16/14	Fri 4/18/14
1390	Customer review of Quality Control documentation	1 day	Wed 4/16/14	Thu 4/17/14
1391	Post Cut-over Activities	1 day	Wed 4/16/14	Thu 4/17/14
1392	Final installation diagrams (datacom, electrical, and equipment diagrams)	1.38 days	Thu 4/17/14	Fri 4/18/14
1393	Site Cutover Preparation Complete - Ready for Training	1 hr	Thu 4/17/14	Thu 4/17/14
1394	Distribute Implementation Customer Satisfaction Survey	1 hr	Thu 4/17/14	Thu 4/17/14
1395	Training	1 day	Thu 4/17/14	Fri 4/18/14

ID	Task Name	Duration	Start	Finish
1396	Onsite Customer ITS Instructor Led Training	1 day	Thu 4/17/14	Fri 4/18/14
1397	Complete and distribute Training Review forms	1 day	Thu 4/17/14	Fri 4/18/14
1398	Customer Acceptance for Pennsylvania DOC Correctional Facility	1 day	Thu 4/17/14	Fri 4/18/14
1399	DALLAS STATE CORRECTIONAL INSTITUTION - 43 Phones	7.56 days	Fri 4/11/14	Tue 4/22/14
1400	Cut-Over to Securus	5.19 days	Fri 4/11/14	Fri 4/18/14
1401	Re-Verify all Features working properly	1 day	Fri 4/11/14	Fri 4/11/14
1402	Re-Verify phones work, port assignments/call groups set	1 day	Mon 4/14/14	Mon 4/14/14
1403	Post Cutover QA Checklist & Test Calls Completed	0.5 hrs	Tue 4/15/14	Tue 4/15/14
1404	Notify Facility ITS is prepared for cutover and functioning correctly	0.5 hrs	Tue 4/15/14	Tue 4/15/14
1405	Cut Sheet distributed to Securus Project Team	0.5 hrs	Tue 4/15/14	Tue 4/15/14
1406	Complete and certify integration with OMS & Commissary Vendor	1 day	Tue 4/15/14	Wed 4/16/14
1407	Cut-over activities by Dorm/Offender Housing Locations	2 days	Tue 4/15/14	Thu 4/17/14
1408	Inmate Registration in Voice Biometrics	1 day	Thu 4/17/14	Fri 4/18/14
1409	Quality Control Checklist: Customer Acceptance	2.38 days	Fri 4/18/14	Tue 4/22/14
1410	Customer walk through at facility	1 day	Fri 4/18/14	Mon 4/21/14
1411	Customer review of Quality Control documentation	1 day	Fri 4/18/14	Mon 4/21/14
1412	Post Cut-over Activities	1.38 days	Mon 4/21/14	Tue 4/22/14
1413	Final installation diagrams (datacom, electrical, and equipment diagrams)	1 hr	Mon 4/21/14	Mon 4/21/14
1414	Site Cutover Preparation Complete - Ready for Training	1 hr	Mon 4/21/14	Mon 4/21/14
1415	Distribute Implementation Customer Satisfaction Survey	1 hr	Mon 4/21/14	Mon 4/21/14
1416	Training	1 day	Mon 4/21/14	Tue 4/22/14
1417	Onsite Customer ITS Instructor Led Training	1 day	Mon 4/21/14	Tue 4/22/14
1418	Complete and distribute Training Review forms	1 day	Mon 4/21/14	Tue 4/22/14
1419	Customer Acceptance for Pennsylvania DOC Correctional Facility	1 day	Mon 4/21/14	Tue 4/22/14
1420	WAYMART STATE CORRECTIONAL INSTITUTION - 58 Phones	7.56 days	Fri 4/11/14	Tue 4/22/14
1421	Cut-Over to Securus	5.19 days	Fri 4/11/14	Fri 4/18/14
1422	Re-Verify all Features working properly	1 day	Fri 4/11/14	Fri 4/11/14
1423	Re-Verify phones work, port assignments/call groups set	1 day	Mon 4/14/14	Mon 4/14/14
1424	Post Cutover QA Checklist & Test Calls Completed	0.5 hrs	Tue 4/15/14	Tue 4/15/14
1425	Notify Facility ITS is prepared for cutover and functioning correctly	0.5 hrs	Tue 4/15/14	Tue 4/15/14
1426	Cut Sheet distributed to Securus Project Team	0.5 hrs	Tue 4/15/14	Tue 4/15/14
1427	Complete and certify integration with OMS & Commissary Vendor	1 day	Tue 4/15/14	Wed 4/16/14
1428	Cut-over activities by Dorm/Offender Housing Locations	2 days	Tue 4/15/14	Thu 4/17/14
1429	Inmate Registration in Voice Biometrics	1 day	Thu 4/17/14	Fri 4/18/14

ID	Task Name	Duration	Start	Finish
1430	Quality Control Checklist: Customer Acceptance	2.38 days	Fri 4/18/14	Tue 4/22/14
1431	Customer walk through at facility	1 day	Fri 4/18/14	Mon 4/21/14
1432	Customer review of Quality Control documentation	1 day	Fri 4/18/14	Mon 4/21/14
1433	Post Cut-over Activities	1.38 days	Mon 4/21/14	Tue 4/22/14
1434	Final installation diagrams (datacom, electrical, and equipment diagrams)	1 hr	Mon 4/21/14	Mon 4/21/14
1435	Site Cutover Preparation Complete - Ready for Training	1 hr	Mon 4/21/14	Mon 4/21/14
1436	Distribute Implementation Customer Satisfaction Survey	1 hr	Mon 4/21/14	Mon 4/21/14
1437	Training	1 day	Mon 4/21/14	Tue 4/22/14
1438	Onsite Customer ITS Instructor Led Training	1 day	Mon 4/21/14	Tue 4/22/14
1439	Complete and distribute Training Review forms	1 day	Mon 4/21/14	Tue 4/22/14
1440	Customer Acceptance for Pennsylvania DOC Correctional Facility	1 day	Mon 4/21/14	Tue 4/22/14
1441	GRATERFORD STATE CORRECTIONAL INSTITUTION - 133 Phones	1 day	Mon 4/21/14	Tue 4/22/14
1442	Cut-Over to Securus	7.56 days	Tue 4/15/14	Thu 4/24/14
1443	Re-Verify all Features working properly	5.19 days	Tue 4/15/14	Tue 4/22/14
1444	Re-Verify phones work, port assignments/call groups set	1 day	Tue 4/15/14	Tue 4/15/14
1445	Post Cutover QA Checklist & Test Calls Completed	1 day	Wed 4/16/14	Wed 4/16/14
1446	Notify Facility ITS is prepared for cutover and functioning correctly	0.5 hrs	Thu 4/17/14	Thu 4/17/14
1447	Cut Sheet distributed to Securus Project Team	0.5 hrs	Thu 4/17/14	Thu 4/17/14
1448	Complete and certify integration with OMS & Commissary Vendor	1 day	Thu 4/17/14	Thu 4/17/14
1449	Cut-over activities by Dorm/Offender Housing Locations	2 days	Thu 4/17/14	Fri 4/18/14
1450	Inmate Registration in Voice Biometrics	1 day	Thu 4/17/14	Mon 4/21/14
1451	Quality Control Checklist: Customer Acceptance	1 day	Mon 4/21/14	Tue 4/22/14
1452	Customer walk through at facility	2.38 days	Tue 4/22/14	Thu 4/24/14
1453	Customer review of Quality Control documentation	1 day	Tue 4/22/14	Wed 4/23/14
1454	Post Cut-over Activities	1 day	Tue 4/22/14	Wed 4/23/14
1455	Final installation diagrams (datacom, electrical, and equipment diagrams)	1 hr	Wed 4/23/14	Thu 4/24/14
1456	Site Cutover Preparation Complete - Ready for Training	1 hr	Wed 4/23/14	Wed 4/23/14
1457	Distribute Implementation Customer Satisfaction Survey	1 hr	Wed 4/23/14	Wed 4/23/14
1458	Training	1 day	Wed 4/23/14	Wed 4/23/14
1459	Onsite Customer ITS Instructor Led Training	1 day	Wed 4/23/14	Thu 4/24/14
1460	Complete and distribute Training Review forms	1 day	Wed 4/23/14	Thu 4/24/14
1461	Customer Acceptance for Pennsylvania DOC Correctional Facility	1 day	Wed 4/23/14	Thu 4/24/14
1462	CHESTER STATE CORRECTIONAL INSTITUTION - 85 Phones	1 day	Wed 4/23/14	Thu 4/24/14
1463	Cut-Over to Securus	7.56 days	Tue 4/15/14	Thu 4/24/14
1464		5.19 days	Tue 4/15/14	Tue 4/22/14

ID	Task Name	Duration	Start	Finish
1464	Re-Verify all Features working properly	1 day	Tue 4/15/14	Tue 4/15/14
1465	Re-Verify phones work, port assignments/call groups set	1 day	Wed 4/16/14	Wed 4/16/14
1466	Post Cutover QA Checklist & Test Calls Completed	0.5 hrs	Thu 4/17/14	Thu 4/17/14
1467	Notify Facility ITS is prepared for cutover and functioning correctly	0.5 hrs	Thu 4/17/14	Thu 4/17/14
1468	Cut Sheet distributed to Securus Project Team	0.5 hrs	Thu 4/17/14	Thu 4/17/14
1469	Complete and certify integration with OMS & Commissary Vendor	1 day	Thu 4/17/14	Fri 4/18/14
1470	Cut-over activities by Dorm/Offender Housing Locations	2 days	Thu 4/17/14	Mon 4/21/14
1471	Inmate Registration in Voice Biometrics	1 day	Mon 4/21/14	Tue 4/22/14
1472	Quality Control Checkpoint: Customer Acceptance	2.38 days	Tue 4/22/14	Thu 4/24/14
1473	Customer walk through at facility	1 day	Tue 4/22/14	Wed 4/23/14
1474	Customer review of Quality Control documentation	1 day	Tue 4/22/14	Wed 4/23/14
1475	Post Cut-over Activities	1.38 days	Wed 4/23/14	Thu 4/24/14
1476	Final Installation diagrams (datacom, electrical, and equipment diagrams)	1 hr	Wed 4/23/14	Wed 4/23/14
1477	Site Cutover Preparation Complete - Ready for Training	1 hr	Wed 4/23/14	Wed 4/23/14
1478	Distribute Implementation Customer Satisfaction Survey	1 hr	Wed 4/23/14	Wed 4/23/14
1479	Training	1 day	Wed 4/23/14	Thu 4/24/14
1480	Onsite Customer ITS Instructor Led Training	1 day	Wed 4/23/14	Thu 4/24/14
1481	Complete and distribute Training Review forms	1 day	Wed 4/23/14	Thu 4/24/14
1482	Customer Acceptance for Pennsylvania DOC Correctional Facility	1 day	Wed 4/23/14	Thu 4/24/14

Attachment D: Appendix 1, 2 and 3



Commonwealth of Pennsylvania

Date: 11-22-13
Subject: **Questions and Answers, Vendor Sign-in Sheet and Other Revisions**
Solicitation Number: **RFP Inmate Telephone Services 2013-90**
Opening Date/Time: **12-16-13/2:00PM**
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:

Attached are the following:

Vendor Sign-in Sheet

Questions and Answers 1 through 92

Part II Proposal Requirements - Revised Section II-10 Cost Submittal

Revised Appendix C - Cost Submittal

Appendix C should read: Appendix C – Cost Submittal in the following sections:

Table Contents

Part IV-3 Requirements - page 29 (8.) Call Rate Responsibility

Part IV-3 Requirements - page 30 (9.) Commissions

VENDORS WILL HAVE AN OPPORTUNITY TO SUBMIT FOLLOW-UP QUESTIONS IN WRITING NO LATER THAN 11-26-13 3:00PM (EST). SUBMIT YOUR FOLLOW-UP QUESTIONS VIA EMAIL TO: rilgenfrit@pa.gov

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:

Form Revised 02/26/08

Page 1 of 2



Commonwealth of Pennsylvania

PA Department of Corrections
Attn: Russ Ilgenfritz
1920 Technology Parkway
Mechanicsburg, PA 17050

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: Russ Ilgenfritz
Title: Administrative Officer
Phone: 717-728-3919
Email: rilgenfrit@pa.gov

Vendor Sign In Sheet			
RFP Inmate Telephone Services-2013-90	Date: 11-19-13	Phone	E-mail
Name	Company Name	Address	
John Gallagher	TeImate	56 WALNUT ST MILTON MA 02186	JOHN.JOSEPHGALLAGHER@COMCAST.NET
Brad Coens	IC Solutions	21848 Commera Pkwy Strongsville, OH 44149	brcoens@icsolutions.com
Tom Hearn	IC Solutions	301 Mill Rd Edison, NJ 08837	851-654-7746 RFP@ICSOLUTIONS.COM 732-379-6423
ART Heckel	Securus	163 E. MAIN ST SUITE 271 Little Falls, NJ 07424	ahackel@securustech.net
STEVE CADWELL	Securus	545 COUNTRY CLUB DR SUITE 1554 SIMI VALLEY, CA 93065	SECURELL@SECURUSTECH.NET
Phil Apenovitch	ILG Technologies	119 Herbert St Framingham, MA 01902	phil@ilgtech.com
Jim Beamey	GTL	730 TEXAS AVE YORK, PA 17404	jbeamey@GTL.NET
Tom Falton	ATL	6741 Blue Church Rd Coopersburg, PA 17006	tfalton@atl.net
Phillip Burks	CenturyLink	5454 W 110th St Overland Park, KS 66209	Phillip.r.burks@centurylink.com
Chris Walton	Century Link	5454 W 110th St	chris.walton@CenturyLink.com
Janice McGuigan	SHAUNTECH COMM.	OP. KS. 66211 1700 Lyons Road Suite 2 - Dayton, OH 45458	JMCGUIGAN@SHAUNTECH.COM

RFP Inmate Telephone Services 2013-90

Questions and Answers

1. Page 13 II-10. Cost Submittal A. Direct Costs:

Since this RFP is clear that the Commonwealth will pay no costs to the winning vendor and the vendor will pay a commission the Commonwealth, will it be necessary to provide the cost information requested in this section of the RFP? Yes, per the revised wording for this provision in Question #20.

2. Page 13 II-10. Cost Submittal F. Other Direct Costs:

How will Commissions that are paid to the Commonwealth be classified in this section? Commissions paid to the PADOE are based on gross billed revenue. Please confirm that Commissions paid to the Commonwealth are not to be considered as monies available to be paid to a Small Diverse Business. Commissions paid to the Commonwealth has nothing to do with Small Diverse Business. Small Diverse Business (SDB) commitments are to be based on "Total Minute Cost to Compare", from Cost Sheet 1.

3. Page 13 II-10. Cost Submittal G. Fee or Profit:

Is it acceptable to estimate gross revenues by using historical inmate call volumes to establish profit calculation? Yes

4. Page 15 III-4 C Small Diverse Business Participation:

Typically when a commission is paid, the value of the contract is total contract revenue after the commission payment is made because the commission payment has no value to the vendor. How will the value of the contract to the vendor be calculated? Refer to Question #2 for answer.

5. Page 27 IV-3 Requirements 6. Prepay Service c:

This requirement excludes ability to charge a Universal service fund administrative fee which is different than a Universal Service Fund Fee. Will the Commonwealth allow for the charging of a Universal Service Fund Fee as established by the FCC? This fee would only be applicable to state to state calling. No

6. Page 28 & 29 IV-3 Requirements 7. Collect Call Service d:

This requirement excludes ability to charge a Universal service fee. Will the Commonwealth allow for the charging of a Universal Service Fund Fee as established by the FCC? This fee would only be applicable to state to state calling. No

7. Page 29 IV-3 Requirements 8. Call Rate Responsibility a:

This requirement states that the rates offered must be lower than the current rates. Will the Commonwealth please provide the current rates that are being charged?

Yes, please see attached spreadsheet for current rate information.

The Commonwealth states that it wants a single blended rate, inclusive of all surcharge/connect fees and it wants that rate to be lower than the rates charged for inmate calls. Would the Commonwealth please provide the equivalent blended rate for current rate structure? If not how will the blended rates be measured against the traditional rates to determine if it is in fact lower than the current rates?

Yes, the blended rates are as follows:

Local/IntraLata/InterLata Calls - .23/minute

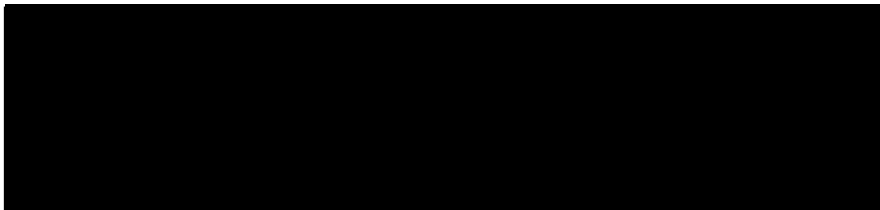
Local/IntraLata/InterLata/InterState Calls - .25/minute

Blended rate was calculated by taking the total revenue divided by total minutes.

- 8. Page 30 IV-3 Requirements 8. Call Rate Responsibility f:** Offeror shall charge the called party the agreed upon per minute rates and per call surcharges (subject to any applicable Pennsylvania Utility Commission approvals and/or rate filing requests). Does this requirement also apply to interstate rates and commissions under the jurisdiction of the FCC? Pennsylvania Utility Commission (PUC) approval of interstate rates is not required. However, offeror shall only charge the called party the agreed upon per minute rate for interstate calls.

9. Page 30 IV-3 Requirements 9. Commissions b:

The pending FCC Order looks to eliminate commissions associated with interstate calling revenues. Will interstate revenues be eliminated from total gross revenue generated calculation if the FCC Order is implemented as written? Because the FCC ruling is not finalized no determination has been made to the elimination of interstate revenues.



11. Page 38 & 39 IV-3 Requirements 18. Maintenance and Support Requirements b:

This requirement mandates the hiring of as many as 27 System Administrators (one SA at each SCI). With a Hosted system and improved automation tools, much of the SA work can be accomplished in a centralized location with fewer SA's. Most State DOC's allow for centralized SA support with daily or weekly service visits. Will the Commonwealth revise the requirements of this section to allow for this type of service approach?

The Commonwealth will allow SA's to support multiple institutions due to the close proximity of some institutions i.e. SCI Huntingdon/Smithfield. Currently nineteen (19) SA's provide support to 26 locations.

12. Appendix C – Cost Proposal:

The last sentence of second paragraph says, "Interstate and International call rates are to be provided separately". The rate chart to be filled in (below) has lines A, B, C and D. Line D includes cost for a 15 minute International call. The rate chart does not include ability to price a 15 minute Interstate call. Will the Commonwealth add a line item to price Interstate calls? If so, how will the Commonwealth determine the percentage of cost associated with intrastate calling vs. interstate calling (if rates are different)? Because of the FCC ruling PADOc will be providing two different cost sheets (1 and 2).

13. Appendix C – Cost Proposal:

The Cost Proposal includes reference to Tariff and Regulatory Fees. "PADOc understands that the rates shown below are exclusive of Federal, State, Local Taxes, Tariffs and Regulatory Fees. It is understood that these taxes/fees will be charged as a pass-through from the taxing/regulating agency to the called party and that no commission will be paid on these items." What is a "Tariff" Fee? What Regulatory Fee is allowed to be added to bill? Tariff Fee is the approved maximum rates allowed to be charged as approved by the Pennsylvania Utility Commission (PUC). No Regulatory fees are allowed to be charged.

14. General

Will the Commonwealth conduct facility tours or permit interested vendors to conduct site surveys of the existing inmate telephone infrastructure at each of the existing institutions? Commonwealth will not be conducting facility tours to conduct site surveys at each PADOc facility.

15. It is very important for all vendors to understand the rates and fees being charged by the current vendor, so that bidders can estimate the impact to calling patterns that may occur as a result of implementing proposed rates. The current provider has a significant competitive advantage in being the only bidder with this information. Please provide a listing of all surcharges and per-minute costs that is currently associated with collect, prepaid collect, and inmate debit calling. This listing should be broken down by tariff band of Local, IntraLATA, Intrastate, Interstate, and International. Refer to Question #7 for answer.
16. Is the revenue information provided in Appendix N exclusive of any fees? Yes. Are any fees currently being charged and, if so, please list all fees and their amounts. Also, please identify if these fees are being charged by the current vendor or some other 3rd party.
No additional fees are currently being charged.
17. The RFP contains references to connect fees and/or per-call surcharges (e.g., Appendix C – Cost Proposal and RFP p. 30, paragraph 8.g). However, RFP p. 29, paragraph 8.a requires Offerors to “establish a single, blended rate per minute, inclusive of all surcharge/connect fees.....” Will the DOC please clarify whether per-call surcharges or connect fees will be allowed? Surcharges/connect fees will not be allowed. Commonwealth is looking for blended per-minute rate.
18. Are the required manual cutoff switches (described on RFP p. 31, paragraph 11.a) currently installed at all PADOC facilities? Yes
19. RFP p. 16, section C, references “five percent (5%) of the total contract value” as the value used to assess a “significant subcontracting commitment” using SDB subcontractors. How will the PADOC determine the total contract value? For example, total commissions received in the previous 12 months, multiplied by five years (base contract term)? To ensure that all bidders’ SDB subcontract commitment percentages can be accurately compared against one another, as described in the evaluation formula, please state the exact dollar amount the PADOC will use as the “total contract value,” or describe in detail how the PADOC will calculate this amount. Refer to Question #2 for answer.

20. The RFP Work Statement, in section IV-2, states that the "contract resulting from this RFP will be a no cost contract." Therefore, please confirm that none of the costs described in Proposal Requirements section II-10 apply to this RFP, and therefore that Offerors do not need to break down proposed costs into the components described in II-10. This section has been modified. Section II 10 is being replaced with the following: II-10 Cost Submittal. The information requested in this Part II, Section II-10 shall constitute the Cost Submittal. The Cost Submittal shall be detailed on Appendix C – Cost Submittal and placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. PADOc is not paying any cost or fees for the provided service(s). 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 total proposed cost shall be broken down into the following components:

- Blended per Minute Rate for all Intrastate Calls
- Interstate Call per Minute Rate
- Commission percentage
- International Call Rate – not included in scoring

21. RFP p. 24, paragraph 3.b.8 requires that "inmate's family and friends utilizing the Pennsylvania Relay Service to receive calls from inmates are charged the same rates as those family and friends receiving calls from inmates not utilizing the PA relay service." Calls to relay centers are free calls and typically no charges can be assessed. Therefore, will the PADOc waive this requirement? Yes Also, please confirm that the Pennsylvania relay Service is an independent entity and the Offerors have no control over what charges (if any) they may assess to the called party. PADOc confirms the PA Relay Service is an independent entity and Offerors have no control over what charges (if any) they may assess to the called party.

22. RFP p. 29, paragraph 7.g requires that "cellular collect calls are billed to the BNA originally provided by the inmate's family or friend." Currently cellular telephone carriers to not allow collect calling to cell phones and will not process and bill these calls to cell phone users. Instead, cell phone users set up prepaid collect accounts directly with the inmate telephone service provider, who can then ensure that only the BNA provided may receive inmate calls using that prepaid collect account. Is this acceptable to the PADOc, and will the PADOc waive or revise the requirement in paragraph 7.g? This is correct. Collect calls cannot be made to cellular telephones. Inmate calls to cellular numbers must be

made using Prepaid (inmate purchase) or Prepay (end user prepaid). Calls to prepay accounts should only go to the telephone number provided on the account.

23. Please specify the number of laptops that will be required under RFP p. 34, paragraph 13.a. Currently there are three (3) laptops provided. However, the Commonwealth reserves the right to ask for as many as we feel are necessary.
24. RFP p. 44, paragraph 22.a requires the selected Offeror to transfer existing "recorded calls," among other data, to the proposed solution. Please state how many months or years of call recordings and related data that will need to be transferred. A minimum of 12 months. Additionally, please confirm that the current vendor will provide this data in a readable/importable and will cooperate with this transfer of data. Current vendor is required to provide this information as per contract.
25. As per the RFP Work Statement, section IV-3.A.1, please confirm that the requirement for all new telephones and associated equipment also applies to the current vendor, should that vendor be selected in this procurement. Yes, Commonwealth requires all new equipment to be installed.
26. How will the PADOc evaluate each additional technology component offered in response to the "Investigative and Intelligence" section on RFP p. 37, paragraph 16? Some of the suggested technologies, such as cellular telephone control, can be costly to implement and would negatively affect the bidder's financial offer. Therefore, it is important to define how points will be added for these benefits when evaluating the Technology Submittal. The Commonwealth does not provide detailed evaluation methodology as part of the RFP process.
27. RFP p. 27, paragraph 5.a requires interfaces with the PADOc commissary and jail management systems. Please identify the current commissary and jail management systems, and provide contact information for the companies who deliver and support these systems. Also, if the PADOc is planning to change either of these systems during the course of the upcoming Inmate Telephone Services contract, please provide the same information for the incoming systems and vendors. It is critically important that Offerors may contact these vendors to identify any costs that may be associated with such integrations. (JMS) is handled in house by PADOc IT and the (Commissary) system is handled by the SAP Project Manager. All inquiries regarding this as well as any items related to the RFP are to go through the Issuing Officer.

28. Will the DOC please provide the RFP and all associated attachments in Microsoft Word/Excel so that all forms and the RFP as a whole can be responded to with more conformity? No
29. On page iv the calendar of events indicates that all questions must be submitted on or before 11/6/2013. Further on, Page 1, Section I-8, indicates that questions can be asked at the Prebid. Please clarify if questions are permitted at the Prebid or if all questions must be submitted on 11/6/2013? Yes, additional questions can be asked at the pre-proposal conference. In addition, will the DOC please permit supplemental questions to be submitted after the pre-bid as information released/discussed at the pre-bid may spawn further questions? Yes, supplemental questions may be submitted after the pre-proposal conference.
30. On page 2, Section I-12 requires that proposals be submitted via CD or Flash drive in Microsoft Office-compatible format. Will the DOC accept submission in PDF as well? No, PADOE will not accept submittals in PDF format.
31. On page 4, Section I-15 – Alternate Proposals. Provided our technical proposal does not change, will the DOC permit more than one financial proposal to be submitted? No
32. On page 3, Section I-12, the DOC request two copies of the proposal on electronic media. Can each copy contain the Technical Submittal, Cost Submittal, and Small Diverse Business (SDB) participation (2 media total) or does the DOC wish each section on its own media (6 media total)? Each CD or jump drive (a total of 2), should include a full and complete searchable copy of the following documents: Technical, Cost, SDB.
33. On page 10, Section II-3, states "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." Please confirm that including a point-by-point response to Part IV is acceptable. If not please provide additional detail on how to construct the response for this section. Point-by-Point response to PART IV is acceptable and is preferred.
34. On page 10, Section II-3, states "Indicate the number of person hours allocated to each task." Please confirm that this information centering around hours allocated is in reference to the implementation of the proposed solution and not Part IV in totality. Number of person hours would be any time related to the Design, Planning, Infrastructure, implementation, support and services.

35. On page 11, Section II-4, the state outlines its requirements for vendor references. The DOC requires "for three (3) projects of similar scope and size implemented within the last five (5) years". To ensure that the prime contractor ultimately responsible for the performance of this contract truly is qualified, we respectfully request that the DOC amend its reference requirement and require that the three (3) references be for State DOCs where the responding vendor is the prime contractor. This will provide further protection for the Commonwealth and the DOC. Suggestion considered but will not change at this time.
36. On page 11, Section II-7, the DOC asks for a Dun & Bradstreet report. Would the DOC accept a Standard and Poor's or Moody's report instead of a Dun and Bradstreet since either of these two provide a more in-depth financial picture of a company? Yes, also include requested financials.
37. On page 13, Section II-10. The elements of the Cost Submittal (A-H) are not consistent with the Appendix C Cost Proposal. How are the elements of Appendix C evaluated in context with II-10? Since this is a no cost contract to COPA, shouldn't elements A-H be removed in their entirety? If not, please explain how these are used and evaluated for this procurement. Refer to Question #20 for answer.
38. On page 15, Section III-4. This discussion of the Evaluation Criteria tells the percentage Technical, Cost and SDB will receive. Please provide the actual number of points each area will have. In addition please provide the number of available points achievable via the Domestic Workforce Utilization bonus. This information will not be provided.
39. On page 16, Section III-4.B, the evaluation formula stated in the referenced webpage (http://www.portal.state.pa.us/portal/server.pt/community/rfp_scoring_formulas_overview/20124) appears to be based on Cost to the Commonwealth. Offerors will be submitting proposals for Inmate Telephone Service at NO COST to the Commonwealth. Please clarify the evaluation scoring for NO COST proposals including how rates and commissions will be evaluated. Correct, no cost to the Commonwealth. Cost per minute and the commission revenue's to the Commonwealth will be evaluated.
40. On page 20, Section IV-1A General. In the industry "Hosted" solution generally means a solution where the data and recordings reside on a server "Hosted" at the vendor's data center which may be out of the State. Please confirm that this is the intent of this requirement. Yes, the Commonwealth requires this type of system.

41. On page 27, Section IV-3, Item A.4.R. The requirement for BNA is outlined and the need for BNA to exist prior to the completion of a call. Since Debit calling is initiated by the inmate, we assume that this requirement is for collect and prepaid calling only. Please confirm that this is accurate. If it is not accurate please confirm the method that the DOC wishes the vendor to utilize to ensure BNA exists for debit calling as well. The BNA requirement is for collect and prepay (end user prepaid) calling only.
42. On page 28, Section IV-3, Item 6.C discusses the fees that are not permitted to be charged to the called party. Several questions have arisen around this section:
- a. Certain vendors have adopted a process of allowing an initial call to be completed to a non-billable number such as a cell phone by allowing the called party to pay for that call at the time of its attempt without having to setup a pre-paid account. These calls usually have a high transaction fee and a low call cost and when combined total \$14.99 with no refunds or credits for unused minutes. This in turn will gouge the called party. Please confirm that this practice is not permitted. This type of call is not permitted. However, the PADOE does have Booking telephones that allow inmates to contact (at no cost) Family and Friends to let them know where they are and how they are doing.
 - b. Please confirm that the successful vendor can charge USF for InterState calls since this is a governmental fee. Vendor cannot charge for this Fee.
 - c. Please confirm that the permitted taxes are only to be charged at the time of the call and not at the time the called party places a deposit on their prepaid account. Permitted taxes are only to be charged at the time a call is made and not at the time the end user places a deposit on their prepaid account(s).
 - d. Please confirm that the outlined permissible taxes and non-permitted fees also apply to the inmates and their use of debit calling as well. This applies to all call types.
43. On page 29, Section IV-3, Item 7.G makes mention of cellular collect calling. This calling is always associated with a high surcharge (\$8 or more in some cases). Please confirm that the only way to connect a call to a cellular phone is through prepaid calling or debit calling and that additional fees are not permitted when calling a cellular phone including, but not limited to, location detection fees, etc. Calls to cellular telephones must be completed using prepaid (inmate account) or prepay (end user prepaid account). No fees are to be charged for any type of call except for (Gross Receipts Surcharge and Statutory Gross Receipt Tax) for IntraState calling and (Statutory Gross Receipt Tax) for InterState Calling.
44. Various places in the RFP the DOC makes mention of applicable per minute rates and surcharge. Please confirm that the DOC is looking for a per minute rate for all call types without a surcharge. The PADOE is looking for a blended per minute rate for all calls. See answer to Question #7.

45. On page 37, Section IV-3, Item 16.A makes mention of Cellular telephone control/detection. These types of solutions can be managed access solutions, CelleBrite (type) Solutions, CellSense (type) Solutions, etc. These types of solutions can be very costly in nature and in some cases can exceed one million dollars per facility. Is this the type of solution that the DOC is looking for? If so please provide the solution that the DOC is seeking along with quantities in the event that we are only permitted to submit one financial response. If this is not what the DOC is seeking, please provide the business issue that you are trying to solve and the requested functionality. As part of the Offeror's proposal to enhance the Investigative and Intelligence, it is at the Offeror's discretion as to what they can provide.
46. On page 37, Section IV-3, Item 16.A makes mention of Inmate to inmate call detection. Is the DOC attempting to prohibit calling to the same number at the same time? Is the DOC looking for a product that detects multiple inmate voices on the same call such as the JLG product? Once again, if we are only permitted to submit one financial offer, we will need to know the product and approach that the DOC is requesting so that we can craft an accurate financial offer. It's up to the Offeror's discretion to provide a mechanisms that detects inmate voices on the same call and same number at the same time.
47. On page 40, Section IV-3, Item 18.I and Page 38, Section IV-3, Item 18.B the DOC makes mention of local technicians and system administrators. To ensure that the DOC receives the service level they expect we respectfully request that the DOC specify the number of System Administrators and Technicians. Otherwise vendors may be compelled to respond with an undersized workforce thus impacting DOC operations. As per Section IV-3-18-b, the PADOE is requesting a System Administrator (SA) be provided at each SCI. However, the PADOE will allow for System Administrators to provide support to multiple PADOE institutions that are in close proximity to each other i.e. Huntingdon/Smithfield. PADOE will not specify the number of technicians.
48. On page 48, Section IV-5 Are we required to include the reports and plans in IV-5 with our RFP response or at an appropriate time post contract award? Yes, include reports and plans with your technical submittal.
49. Appendix C. The DOC states "It is the intention of PADOE that all intrastate and interstate calls (collect, prepay, or prepaid/debit) have one flat fee rate." The new FCC order that has recently been released outlines InterState calling rates and the fact that commissions are not permissible on InterState calling. With this in mind it may be necessary to have two rates and commission offers, one for InterState calling and one for IntraState calling. Is the DOC planning on revising this form to accommodate the order? If the DOC is revising the form how will it then evaluate the two rates and commission offers? Refer to Question #20 for answer and depending on the finalized FCC ruling this section is subject to change.

50. Appendix C Page 33 of the RFP stated "Offeror shall establish a single, blended rate per minute, inclusive of all surcharge/connect fees, for all inmate telephone calls to include all local, IntraLata, InterLata and Interstate calls while keeping rates lower than the current rates charged for inmate telephone calls." However, Appendix C requires us to state what our proposed surcharge which would appear to be in conflict with the requirements on page 33. Please clarify the correct methodology for submitting our cost proposal. Refer to Question #44 for answer.
51. With the complexity of a proposal for inmate telephones at a DOC, the answers to submitted questions often times lead to follow-up questions that will need to be asked. For this reason we request that all vendors be permitted to ask additional questions after all initial questions are answered by the DOC. This will help to ensure a comprehensive and well architected response to meet and exceed your requirements. All vendors will be given the opportunity to ask additional/supplemental questions after the pre-proposal conference.
52. Appendix C, Please clarify the intent of the last sentence of the second paragraph "Interstate and International call rates are to be provided separately." Are we to populate Appendix C with Intrastate rates only? Please clarify the correct methodology for submitting our cost proposal. Refer to Question #20 for answer.
53. Appendix C. Please verify that the completed Appendix C - COST PROPOSAL is to be packaged with the Cost Submittal. If not, how should it be provided in the RFP? Appendix C -- Cost Proposal is the Cost Submittal. Submit cost submittal (Appendix C) in a separate sealed envelope.
54. Appendix G. The form states that it is to be maintained "at the Sally Port/Gate, after approval." Does that mean the form is included for example only and is not to be included in the RFP response? Form is being included as an example only.
55. With which Submittal shall all Appendices that require an "Offeror's response", that have not been specifically mentioned in Part II, be packaged? All appendices except for Appendix C, Cost Proposal, and Appendix W, Small Diverse Business Letter of Intent must be submitted with your technical submittal response.
56. Would the PADOc provide a copy of the RFP in Word format to allow the Offerors to more easily respond to the RFP, especially the Appendices? No

57. Are digital cameras allowed at the site survey to take pictures of the demarc/phone room, enclosures, pedestals, phones, etc? It is understood that we cannot have any incarcerated individuals in the picture. Cameras are not permitted within any PADOc facility without prior approval from the Superintendent and/or Deputy Secretary. At this time, the PADOc will not be conducting facility tours to conduct site surveys at each PADOc facility.

58. Would the PADOc provide the telephone number for Mr. Ilgenfritz to place on the UPS/FedEx shipping label? 717-728-3919 and this information can also be found on the solicitation advertisement posted on emarketplace website:
www.emarketplace.state.pa.us

59. Page 4: I-18 Proposal Content

This section discusses confidential information, and requires the Offeror to provide a redacted version of the proposal. For clarification, would the PADOc want one redacted paper copy and one redacted electronic copy? Yes

60. Page 10: II – Proposal Requirements

Typically the Offerors will submit their Technical Submittal in a binder. For ease of administration, would it be acceptable to send a single box with the Technical Proposal paper copies in unsealed binders, but with the SDB Proposal, Cost Submittal, and (if desired) Cost Proposal in Appendix C in separate sealed envelopes? Yes, all submittals (technical, cost and small diverse business) must be separately sealed and can be sent as one package.

61. Page 10: II- Proposal Requirements

The RFP requires three separately sealed submittals, including the Technical Response, SDB Participation Proposal, and Cost Submittal. Should vendors also separately submit sealed copies of the Cost Proposal in Appendix C? Refer to Question #60 for answer.

62. Page 10: II-3 Work Plan

Typically the Offerors for Inmate Telephone Services provide their responses to RFPs in a "requirement and response" format, where the task description is stated in its entirety, followed by the Offeror's response. Does the PADOc desire that the task descriptions in Part IV be answered in this format in II-3, or as a true narrative (without the task descriptions) in II-3? PADOc would like the task description stated in its entirety followed by the Offeror's response.

63. Page 13: II-10 Cost Submittal, and Appendix C

Although this is a no-cost contract, we understand the Cost Submittal to be a requirement for setting the "base amount" of expense against which to calculate SDB spending commitments. Because much of the infrastructure for hosted inmate telephone systems are shared across multiple accounts, the allocation of those costs can be manipulated in order to maximize calculated SDB spending commitments. Would the PADOC provide additional guidance on how shared costs must be allocated in calculations, or alternatively how it will validate reported costs in these calculations?

Certain itemized costs are subject to commercial agreements with other parties and subject to a non-disclosure agreement.

May these certain types of costs be redacted so they cannot be seen or otherwise calculated by a third party? We recognize that most costs, as well as the total cost, may not be redacted. Confidential cost information should not be provided with the submittal. If necessary to provide confidential information, this should be noted in Appendix I. No additional information will be provided.

64. Page 15: III.4 – Evaluation Criteria

Subsection III.4.C provides point values for various SDB rankings, with a maximum of 150 points. Based on the SDB participation valued at 20% of the contract, would the PADOC confirm that the Technical weight of 50% be equivalent to 375 points, and the Cost weight of 30% be equivalent to 225 points, for a of 750 possible points? Percentages are the maximum of available points and no further information will be given.

65. Page 16: III.4.B - Cost

Would the PADOC clarify that the Cost criterion is based on the Cost Submittal (II-10 on page 13) or on the Cost Proposal (Appendix C)? Refer to Question #20 for answer.

If it is on the Cost Proposal (Appendix C), given the combination of low rates and high commissions being scored in Appendix C, should the second sentence citing "lowest total cost" be modified? Refer to Question # 39 for answer.

66. Page 19: III-6.C. – Final Ranking and Award

As this is a no cost contract to the PADOC, and is a commission-based contract, would the PADOC clarify the statement "...lowest technical score and had the lowest cost score..."

If "cost" is eliminated in III.4.B and replaced by "commission", should this read "...highest commission score..."? Yes, refer to Question # 39 for answer.

67. Page 24: IV-3.A.3.b.3 – Additional Equipment Requirements

This subsection requires a remote printer to produce a copy of the TDD conversation. If the Offeror can record the inmate conversation through the inmate telephone system, would a remote printer still be required? As long as the vendor can provide a way to produce a text copy of the conversation then the remote printer would not be needed.

68. Page 24: IV-3.A.3.b.8 – Additional Equipment Requirements

This subsection requires that the successful Offeror utilize the Pennsylvania Relay Service, and that the users of this service be charged the same rates as inmates not using the service.

Will PADOc please consider modifying this requirement to state that calls to the Relay Service will not incur a charge from the ITS provider? The PA Relay Service is an independent entity and providers have no control over what charges (if any) they may assess to the called party. They are also accessed through the ITS using 800 numbers, and are free calls with no charges assessed by the ITS provider. Yes, we will modify this requirement to state calls through the PA Relay Service will not incur any charge from the ITS provider.

Page 27: IV-3.A.5.a – Prepaid Services

This Subsection requires that the successful Offeror interface with the JMS and commissary systems. Would PADOc provide the vendors of these systems, and also contact information to allow the Offerors to determine any costs for the interface? Refer to Question #27 for answer.

69. Page 34: IV-3.A.13.a – System Access

Would PADOc provide the number of laptops that will be required?
Refer to question # 23 for answer.

70. Page 38: IV-3.A.18.b – Maintenance and Support Requirements

This subsection states the "Offeror shall provide a System Administrator (SA) at each SCI". The existing vendor utilizes a total of 19 System Administrators to service the account. Would the DOC consider changing this requirement to match the headcount used today or clarify the intent to increase the System Administrator headcount from 19 to 27 as part of this RFP? PADOc will allow for System Administrators to provide support to multiple PADOc institutions that are in close proximity to each other i.e. SCI Huntingdon/Smithfield.

71. Attachment C – Cost Proposal

A. Will the PADOc consider allowing vendors to bid ONLY a per-minute rate, and disallowing them to bid any per-call surcharge? Per-call surcharges can ‘artificially’ decrease reported blended rates by spreading the surcharge over the maximum call length, rather than actual call length. In addition: Refer to questions #44 and #7 for answer.

- A per-minute only restriction would ensure apples-to-apples comparison.
- The issue of refund disputes is eliminated – e.g. a disconnect if a family member accidentally hook-flashes during a call – because called parties pay only for the minutes they use.
- Inmates can make more frequent calls and connections with family members, since a short call is less expensive. Our experience in other States shows that this more frequent calling has the added benefit of providing more overall commission revenue.

B. Will the PADOc consider a two-part Cost Proposal process that does not score lowest rates and highest commissions at the same time? Our recommendation would be to use a two-step process: Refer to Questions #20 and #39 for answer.

- In the first round initial offer, allow Offerors to propose up to two separate Cost Proposals with different combinations of calling rates and commissions.
- After reviewing the initial Cost Proposals, release a best and final offer with PADOc-established calling rates, and requiring the Offerors to bid a commission rate based on those calling rates.

Practical experience in other states has shown simultaneous scoring of rates and commissions can cause issues - the reason is that the relationship between calling rates and the commissions vendors can offer is not a one-to-one correlation. Solving for the optimal mix of rates and commissions for PADOc requires us to make guesses on the correct starting points. Refer to Question #7 for answer.

72. Appendix O – DOC Inmate Telephone Inventory

Do any of the facilities have pedestals or enclosures? If so, would PADOc confirm whether they are owned by the incumbent or the Commonwealth, and provide the numbers and types of pedestals and enclosures? No

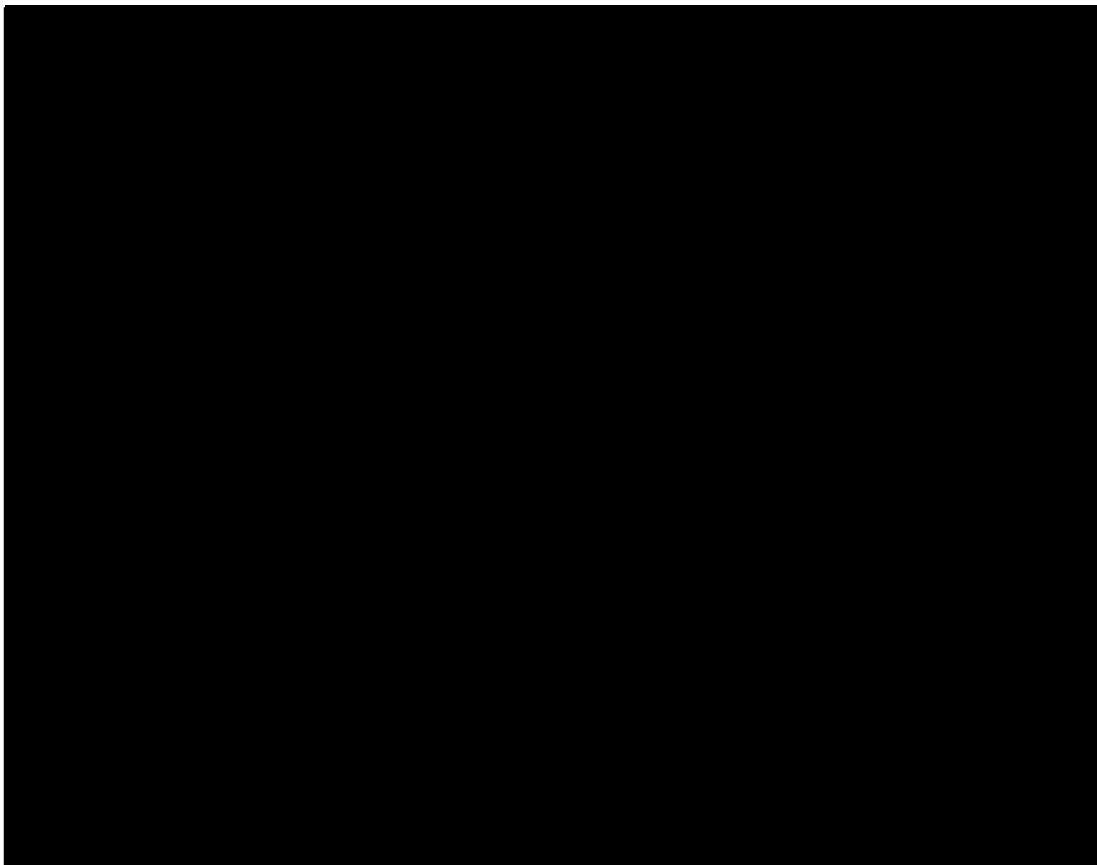
73. Appendix O – DOC Inmate Telephone Inventory

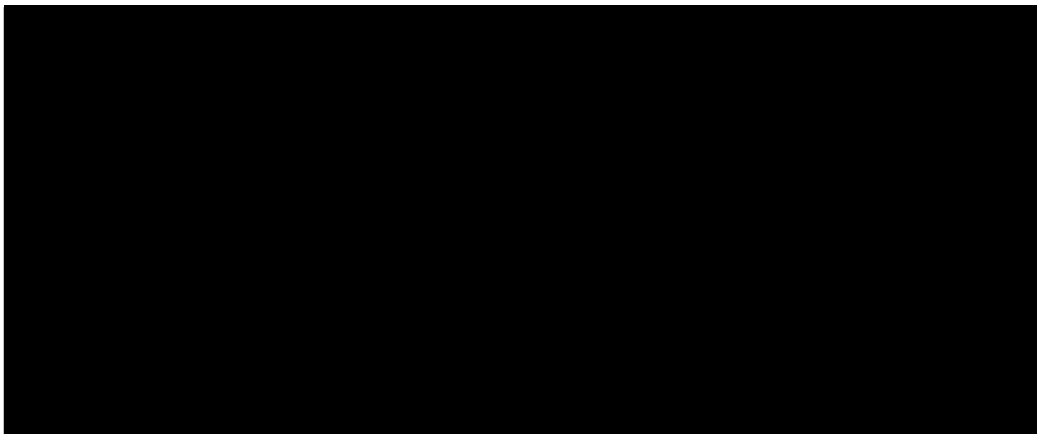
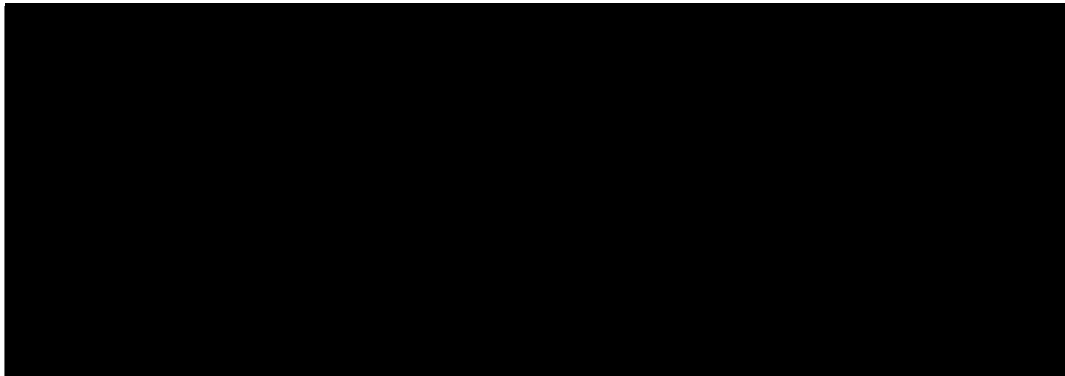
- Are there currently any cordless phones? **Yes, One (1)**
- Would PADOc consider cordless phones in lieu of roll away phones in some areas?
Yes, but only for use in a specific area(s) as requested by each facility such as a unit housing terminally ill inmates.

74. Appendix O – DOC Inmate Telephone Inventory

Would PADOc provide the type of phones used? **Wintel**

- If a "mini" style, are they on a full backboard with an adapter? **We have mini and full size inmate telephones that are mounted to a backboard and are hard wired.**
- Are there any speaker phones? **No**





77. Please confirm the surcharges and per-minute rates for all call types.
Refer to Question #7 for answer.

78. Please detail population for each facility. We currently have two (2) female and twenty-four (24) male institutions. See Appendix L for the inmate population by institution as of July 23, 2013.

79. Please provide us with the current commission %, and whether this is based on a percent of gross revenue, or other basis. Current commission percentage is 44.4% which is based on gross billed revenue.

80. Does the current inmate phone provider currently take any deductions from commission revenue, if so what are the deductions and how much? Current provider does not take any deductions from commission revenue.

81. What is the average size of a monthly commission check received by the Department?
\$635,074.79 This amount is based on Fiscal Year 12-13 information.

82. What company is currently providing your jail (or offender) management system (JMS/OMS)? Refer to Question #27 for answer.

83. What is the historic call volume by month?

Month/Year	Calls
January 2012	412791
February 2012	456500
March 2012	456728
April 2012	471656
May 2012	448604
June 2012	438988
July 2012	416609
August 2012	443867
September 2012	429238
October 2012	420430
November 2012	473142
December 2012	480799
TOTAL	5349352

84. In past contracts, the Commonwealth's commitment to diverse business participation has been 10%. In this Request for Proposal, the commitment has decreased to 5%. Can the Commonwealth address this decrease, and is it a change in policy? I believe the 10% is referring to the weight. At one point the weight was 10% but has been increased to 20%. The Commonwealth has never had a goal.

85. Section IV – 3(A) (18)(b): Maintenance and Support Requirements:
Will the Commonwealth consider modifying the requirements in this Request For Proposal to allow Site Administrators, Field Technicians & the Field Support Manager to be employed by a sub-contractor in keeping with the current practice with the existing contract. No need to modify RFP requirements. RFP does not exclude the use of sub-contractors to provide Site Administrators, Field Technicians and Field Support Managers.

86. Section IV – 3(A) (18)(i): Maintenance and Support Requirements:

In order to maintain the service levels required in this Request For Proposal and to continue to service the facilities with field personnel that are Commonwealth residents, would the Commonwealth consider the following paragraph language in place:

“Offeror shall provide in-state technicians employed by a sub-contractor to support the service level agreement (SLA) requirements to handle the on-site maintenance, repair or replacement of the inmate telephones and other Offeror-related equipment at each PA DOC-SCI”. The in-state technician(s) must be trained, certified and available for dispatch to the SCI anytime a system problem cannot be diagnosed or corrected remotely by the Offeror’s Technical Service and Support Center.” No change to section

87. Section IV – 3(A) (18)(k): Maintenance and Support Requirements:

Will the Commonwealth consider revising this paragraph to expand the reference to include services and/or personnel provided by a sub-contractor? A sub-contractor is considered under the auspice of the Offeror therefor this section applies to all sub-contractors.

The Commonwealth currently uses a dual-trouble ticketing process to track all system and equipment issues for the inmate call control system. This is not identified as a requirement in the bid. Can the Commonwealth clarify if this will be a requirement under this Request for Proposal? Offeror will need to provide a trouble ticketing process to track all system and equipment issues related to the inmate telephone system.

88. Section IV – 3(A)(27)(2c-2) Emergency Preparedness:

Will the Commonwealth consider revising this paragraph to expand this reference to include personnel provided by a sub-contractor? No

89. Please provide a list of all non-Commonwealth employees that attended the prebid meeting held on November 19th. The Vendor Sign-in Sheet will be posted as an addendum on the marketplace website: www.emarketplace.state.pa.us

90. At the prebid meeting, the Commonwealth distributed a list of the questions that they have received so far. Due to the complexity of some of the questions, the volume of questions, the answers will more than likely generate the need for additional clarification. For these reasons, we respectfully request that you allow follow-up questions be asked for one week after the publication of the answers. Offeror’s will have an opportunity to submit follow-up questions. Please monitor the marketplace website: www.emarketplace.state.pa.us for this information.

91. In the RFP on page 37, Item 16 states that you are looking for "Inmate to Inmate Call Detection". These tools carry a substantial premium of additional costs to the consumer and/or commission reductions as they are beyond normal inmate telephone system functionality. These tools can be paid for through a per call fee normally of \$0.25 or commission reductions of up to 7%. Additionally, these tools are but a smaller subset of the overall technology requirements in the RFP. Coupled with the fact that the current Safe Harbor rate for interstate calls is \$0.14 per minute for collect and \$0.12 per minute for prepaid/debit, please explain how we should factor these cost/commission premiums in our financial offer? It is the vendor's responsibility to consider all requirements of the RFP including Inmate to Inmate calling in developing their pricing and commission structure.
92. With the volume of questions that the DOC has received thus far, the fact that a revised cost proposal model has not been released as indicated at the prebid meeting, the fact that the FCC order is just now going into effect and still being digested, analyzed and likely contested, the fact that the due date for questions has been extended, and the fact that responses to questions, at the time of the writing of the letter, were to be released by the Commonwealth on November 22, 2013, per the issued RFP we respectfully request that the bid opening date be extended for 30 days to January 16, 2014. This will also allow for ample time to prepare our response with the holiday season fast approaching. As of now the calendar of events will not change. Please monitor the [emarketplace website: www.emarketplace.state.pa.us](http://www.emarketplace.state.pa.us) for any updates including the calendar of events.

Answer to Question 7

Inmate Telephone Contract Rates

Call Type	Local		Net Call Cost		IntraLata		Net Call Cost		IntraState (In state LD)		Net Call Cost		InterState (Out of state LD)		Net Call Cost
	Surcharge	Per Min	15 Min	Surcharge	Per Min	15 Min	Surcharge	Per Min	15 Min	Surcharge	Per Min	15 Min	Surcharge	Per Min	
Prepaid	\$1.52	None	\$1.52	\$1.19	\$0.13	\$3.14	\$2.04	\$0.19	\$4.89	\$2.33	\$0.43	\$8.78			

Note: Net Call Cost does not include PA Gross Receipt Tax

Call Type	Local		Net Call Cost		IntraLata		Net Call Cost		IntraState (In state LD)		Net Call Cost		InterState (Out of state LD)		Call Cost
	Surcharge	Per Min	15 Min	Surcharge	Per Min	15 Min	Surcharge	Per Min	15 Min	Surcharge	Per Min	15 Min	Surcharge	Per Min	
Prepay	\$1.60	None	\$1.60	\$1.25	\$0.14	\$3.35	\$2.15	\$0.20	\$5.15	\$2.45	\$0.46	\$9.35			

Note: Family and Friends prepaid account provided by inmate telephone provider.

Call Type	Local		Net Call Cost		IntraLata		Net Call Cost		IntraState (In state LD)		Net Call Cost		InterState (Out of state LD)		Call Cost
	Surcharge	Per Min	15 Min	Surcharge	Per Min	15 Min	Surcharge	Per Min	15 Min	Surcharge	Per Min	15 Min	Surcharge	Per Min	
Collect	\$1.65	None	\$1.65	\$1.45	\$0.15	\$3.70	\$2.35	\$0.26	\$6.25	\$3.50	\$0.50	\$11.00			

PART II – PROPOSAL REQUIREMENTS

Revised

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. PADOCC is not paying any cost or fees for the provided service(s). 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 total proposed cost shall be broken down into the following components:

- Blended per Minute Rate for all Intrastate Calls
- Interstate Call per Minute Rate
- Commission percentage
- International Call Rate – **not included in scoring**

RFP Inmate Telephone Services 2013-90

Follow-up Questions and Answers

93. It was stated in Addendum #1, Answer #30 that PADOCC will not accept submittals in PDF format. If copies of signed documents are included in the submittal, the only way to include them electronically is to scan them to PDF file. Will the PADOCC accept these submittals as scanned documents? If not, please provide the file format that these signed documents are to be submitted in. Yes pdf files may be included in the electronic version on CD or Flash Drive. Paper submittals are still required.
94. Are you expecting commissions to be paid on Gross revenue generated by Interstate calling? If the FCC ruling is upheld, no
95. Based upon several answers provided in Addendum #1, it appears that providers are not able to charge FUSF, currently 15.6% (see below), on interstate calls and therefore we are effectively required to subsidize the cost of an interstate call. The actual FUSF rate is established by the FCC and changes quarterly. Based on the recent FCC ruling, cost justified rates are \$0.14 per minute for collect and \$0.12 per minute for prepaid collect/debit which assumes all costs required to complete the call are embedded in these rates. FUSF is not an element that is required to complete the cost of the call and is essentially a tax. Accordingly, we request the ability to charge FUSF for interstate calls. <http://www.fcc.gov/encyclopedia/contribution-factor-quarterly-filings-universal-service-fundusf-management-support>
Until the FCC ruling can be fully vetted both operationally and legally no determination can be made at this time. This issue will best be addressed during the discussion of the Best and Final Offer (BAFO).



Commonwealth of Pennsylvania

Date: 11-27-13
Subject: Follow-up Questions and Answers
Solicitation Number: RFP Inmate Telephone Services 2013-90
Opening Date/Time: 12-16-13/2:00PM
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:

Attached are the Follow-up Questions and Answers 93 through 95

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:

PA Department of Corrections
Attn: Russ Ilgenfritz
1920 Technology Parkway
Mechanicsburg, PA 17050

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: Russ Ilgenfritz
Title: Administrative Officer
Phone: 717-728-3919
Email: rilgenfrit@pa.gov

Form Revised 02/26/08

Page 1 of 1



Commonwealth of Pennsylvania



Commonwealth of Pennsylvania

Date: 12-9-13
Subject: Revised Cost Submittal Sheet 12-9-13
Solicitation Number: RFP Inmate Telephone Services 2013-90
Opening Date/Time: 12-16-13/2:00PM
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:

Posted as a separate attachment is Revised Cost Submittal Sheet 12-9-13
VENDORS MUST SUBMIT BOTH COST SUBMITTAL SHEETS 1 AND 2

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:

PA Department of Corrections
Attn: Russ Ilgenfritz
1920 Technology Parkway
Mechanicsburg, PA 17050

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: Russ Ilgenfritz
Title: Administrative Officer
Phone: 717-728-3919
Email: rilgenfrit@pa.gov

Form Revised 02/26/08

Page 1 of 2

On the cost submittal sheet, complete the areas highlighted in yellow.
All other cells are protected.

Print the Cost Submittal, sign and return to the address listed below
BEFORE (time) on (date).

Russ Ilgenfritz
PA Department of Corrections
1920 Technology Parkway
Mechanicsburg, PA 17050

**APPENDIX C
REVISED COST SUBMITTAL SHEET 12-9-13
RFP Inmate Telephone Services 2013-90**

Offeror's must submit an itemized cost proposal as identified below. PADOc will evaluate the proposed costs and apply the evaluation formula to determine the relative score for each offer. Proposals must include sufficient, detailed information to support the offered costs.

It is the intention of PADOc that all intrastate and interstate calls (collect, prepay, or prepaid/debit) have one flat fee rate. This includes all local, IntraLATA and InterLATA and interstate calls. With all call rates remaining consistent during any time of day or day of the week. These rates are subject to any Federal and State regulations or Legislative action.

PADOc understands that the rates shown below are exclusive of Federal, State, Local Taxes, Tariffs and Regulatory Fees. It is understood that these taxes/fees will be charged as a pass-through from the taxing/regulating agency to the called party and that no commission will be paid on these items.

Blended per Minute Rate for all IntraState Calls (Local, IntraLATA, and InterLATA)	Avg Minutes	# of calls for FY 2012	Estimated Revenue FY 2012
100.0000	11	5,348,000	0

* International call rate not included in scoring

Total Minute Cost to Compare

Note: *The lowest Blended per Minute Rate receives 60% of the maximum cost points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest.

COMMISSION

Proposals must include sufficient, detailed information to support the commission percentage and how this percentage will benefit the inmate welfare fund.

Commission Percentage (apply as follows on example)				0
---	--	--	--	---

Note: The highest Commission percentage receives 40% of the maximum cost points allowed. All other proposals receive a percentage of the points available based on their commission relationship to the lowest.

Contractor Name:

Address:

Signature of authorized individual submitting costs:

(Signature)

(Title)

THIS SHEET MUST BE INCLUDED WITH THE PROPOSAL MARKED AND SEALED SEPARATELY (Include in your COST SUBMITTAL envelope).

**APPENDIX C
REVISED COST SUBMITTAL SHEET 12-9-13
RFP Inmate Telephone Services 2013-90**

Offeror's must submit an itemized cost proposal as identified below. PADOc will evaluate the proposed costs and apply the evaluation formula to determine the relative score for each offer. Proposals must include sufficient, detailed information to support the offered costs.

It is the intention of PADOc that all intrastate calls (collect, prepay, or prepaid/debit) have one flat fee rate. This includes all local, IntraLATA and InterLATA calls. With all call rates remaining consistent during any time of day or day of the week. These rates are subject to any Federal and State regulations or Legislative action. Interstate call rates are to be provided separately.

PADOc understands that the rates shown below are exclusive of Federal, State, Local Taxes, Tariffs and Regulatory Fees. It is understood that these taxes/fees will be charged as a pass-through from the taxing/regulating agency to the called party and that no commission will be paid on these items.

		Avg Minutes	# of calls for FY 2012 5,348,000	Estimated Revenue FY 2012
Blended per Minute Rate for all Inmate Calls (600-511)				
Interstate Call per Minute Rate	50.00%	11	5,187,560	0
International Call per Minute Rate	300.00%	11	160,440	0

* International call rate not included in scoring

Total Minute Cost to Compare

Note: *The lowest Blended per Minute Rate receives 60% of the maximum cost points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest.

COMMISSION

Proposals must include sufficient, detailed information to support the commission percentage and how this percentage will benefit the inmate welfare fund.

Commission Percentage (input as follows for example 2.2%)				0.00
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Note: The highest Commission percentage receives 40% of the maximum cost points allowed. All other proposals receive a percentage of the points available based on their commission relationship to the lowest.

Contractor Name:

Address:

Signature of authorized individual submitting costs:

(Signature)

(Title)

THIS SHEET MUST BE INCLUDED WITH THE PROPOSAL, MARKED AND SEALED SEPARATELY (include in your COST SUBMITTAL envelope).