



FULLY EXECUTED - CHANGE 5

Contract Number: 4400007265

Contract Change Effective Date: 10/14/2015

Valid From: 12/03/2010 To: 03/02/2016

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

Purchasing Agent

Name: Barth Cheryl

Phone: 717-703-2934

Fax: 717-783-6241

Your SAP Vendor Number with us: 173778

Supplier Name/Address:

XEROX STATE & LOCAL SOLUTIONS INC
1100 ROSEDALE AVE
MIDDLETOWN PA 17057-4836 US

Supplier Phone Number: 717-930-1100

Supplier Fax Number: 717-948-0926

Please Deliver To:

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

Contract Name:

8014 Customer Call Center for Driver Srv

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Customer Call Center for Driver-Vehicle	0.000	Each	1.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

**FULLY EXECUTED - CHANGE 5****Contract Number: 4400007265**

Contract Change Effective Date: 10/14/2015

Valid From: 12/03/2010 To: 03/02/2016

Supplier Name:

XEROX STATE & LOCAL SOLUTIONS INC

Header Text

This Contract is to provide a Contractor with in-bound call center experience to operate the PennDOT Customer Call Center for Driver and Vehicle Services.

Access to information is to be addressed primarily through technology and automation, with Customer Service Representatives (CSRs) available to handle complex customer questions and individual-specific customer needs.

Service access is to be maximized with the use of technology to address growing customer demands while minimizing costs. Currently, over 40 percent of customers calling the Customer Call Center are assisted through automated informational messages and/or automated transaction applications.

Contract Term: December 3, 2010 thru December 2, 2015

This Contract is a Cost Plus Fixed Fee, NOT To Exceed Contract and the total amount of the Contract for five (5) years {60 months} is: \$35,499,786.14.

This Contract does not have COSTARS approvals.

Payment for services will be made via a Funds Commitment rather than an agency purchase order. Contractor must submit monthly original itemized invoice to:

PennDOT
Location Code: 78DRVRSRVS
P O BOX 69181
Harrisburg, PA 17106

and a mailed copy to both the PennDOT Customer Call Center Manager and the Contract Administrator listed below.

PennDOT Customer Call Center Manager

Lori Beachell
PennDOT Safety Administration
Driver & Vehicle Program Services
1101 South Front Street, 4th Floor
Harrisburg, PA 10104
Telephone Number: 717-705-0982
E-Mail Address: lbeachell@state.pa.us
Fax Number: 717-705-5900

ACS Program Manager

Michelle Klopp
ACS - Transportation Solutions
6400 Flank Drive, Suite 500
Harrisburg, PA 17112
Telephone: 717-412-5310

Information:



FULLY EXECUTED - CHANGE 5
Contract Number: 4400007265
Contract Change Effective Date: 10/14/2015
Valid From: 12/03/2010 To: 03/02/2016

Supplier Name:
XEROX STATE & LOCAL SOLUTIONS INC

Cell: 717-542-8508
E-Mail: michelle.klopp@acs-inc.com
Fax: 202-318-8318

Contract Administrator - PennDOT Customer Call Center

Insurance Info Text

This Contract requires:

1. Workers Compensation Insurance
2. Public Liability and Property Damage Insurance
3. Performance Bond is approved at \$1,000,000 per Contract year.

No further information for this Contract

Information:



FULLY EXECUTED - Change 4

Contract Number: 4400007265

Contract Effective Date: 10/25/2010

Valid From: 12/03/2010 To: 03/02/2016

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

Purchasing Agent

Name: Syline Shingara

Phone: 717-346-3273

Fax: 717-783-6241

Your SAP Vendor Number with us: 173778

Supplier Name/Address:

XEROX STATE & LOCAL SOLUTIONS INC
1100 ROSEDALE AVE
MIDDLETOWN PA 17057-4836 US

Supplier Phone Number: 717-930-1100

Supplier Fax Number: 717-948-0926

Please Deliver To:

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

Contract Name:

8014 Customer Call Center for Driver Srv

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Customer Call Center for Driver-Vehicle	0.000	Each	1.00	1	0.00

General Requirements for all Items:

[Header Text](#)

[Insurance Info Text](#)

No further information for this Contract

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED - Change 3
Contract Number: 4400007265
Contract Effective Date: 10/25/2010
Valid From: 12/03/2010 To: 12/31/2015

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

Purchasing Agent
Name: Syline Shingara
Phone: 717-346-3273
Fax: 717-783-6241

Your SAP Vendor Number with us: 173778

Supplier Name/Address:
XEROX STATE & LOCAL SOLUTIONS INC
1100 ROSEDALE AVE
MIDDLETOWN PA 17057-4836 US

Please Deliver To:

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

Supplier Phone Number: 717-930-1100
Supplier Fax Number: 717-948-0926

Contract Name:
8014 Customer Call Center for Driver Srv

Payment Terms
NET 30

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

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Customer Call Center for Driver-Vehicle	0.000	Each	1.00	1	0.00

General Requirements for all Items:

[Header Text](#)
[Insurance Info Text](#)
No further information for this Contract

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



FULLY EXECUTED - Change 2
Contract Number: 4400007265
Contract Effective Date: 10/25/2010
Valid From: 12/03/2010 To: 12/02/2015

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

Purchasing Agent
Name: Syline Shingara
Phone: 717-346-3273
Fax: 717-783-6241

Your SAP Vendor Number with us: 173778

Supplier Name/Address:
XEROX STATE & LOCAL SOLUTIONS INC
1100 ROSEDALE AVE
MIDDLETOWN PA 17057-4836 US

Please Deliver To:

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

Supplier Phone Number: 717-930-1100
Supplier Fax Number: 717-948-0926

Contract Name:
8014 Customer Call Center for Driver Srv

Payment Terms
NET 30

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

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Customer Call Center for Driver-Vehicle	0.000	Each	1.00	1	0.00

General Requirements for all Items:

[Header Text](#)
[Insurance Info Text](#)
No further information for this Contract

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



FULLY EXECUTED - Change 1
Contract Number: 4400007265
Contract Effective Date: 10/25/2010
Valid From: 10/03/2010 To: 10/02/2015

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

Purchasing Agent
Name: Syline Shingara
Phone: 717-346-3273
Fax: 717-783-6241

Your SAP Vendor Number with us: 173778

Supplier Name/Address:
XEROX STATE & LOCAL SOLUTIONS INC
1100 ROSEDALE AVE
MIDDLETOWN PA 17057-4836 US

Please Deliver To:

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

Supplier Phone Number: 717-930-1100
Supplier Fax Number: 717-948-0926

Contract Name:
8014 Customer Call Center for Driver Srv

Payment Terms
NET 30

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

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Customer Call Center for Driver-Vehicle	0.000	Each	1.00	1	0.00

General Requirements for all Items:

[Header Text](#)
[Insurance Info Text](#)
No further information for this Contract

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



FULLY EXECUTED
Contract Number: 4400007265
Contract Effective Date: 10/25/2010
Valid From: 12/03/2010 To: 12/02/2015

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

Purchasing Agent
Name: Syline Shingara
Phone: 717-346-3273
Fax: 717-783-6241

Your SAP Vendor Number with us: 173778

Supplier Name/Address:
ACS STATE & LOCAL SOLUTIONS INC
1100 Rosedale Avenue
Middletown PA 17057 US

Please Deliver To:

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

Supplier Phone Number: 717-930-1100
Supplier Fax Number: 717-948-0926

Contract Name:
8014 Customer Call Center for Driver Srv

Payment Terms
NET 30

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

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Customer Call Center for Driver-Vehicle	0.000	Each	1.00	1	0.00

General Requirements for all Items:

[Header Text](#)
[Insurance Info Text](#)
No further information for this Contract

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____

CONTRACT
FOR
PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
CUSTOMER CALL CENTER
FOR
DRIVER AND VEHICLE SERVICES

THIS CONTRACT for the provision of Customer Call Center for Driver and Vehicle Services ("Contract") is entered into this 20th day of September, 2010, by and between the **Commonwealth of Pennsylvania**, acting through the Department of General Services ("DGS"), and **ACS State and Local Solutions ("Contractor")**.

WHEREAS, DGS issued a Request for Proposals for the provision of Pennsylvania Department of Transportation, Customer Call Center for Driver and Vehicle Services for Commonwealth executive agencies, RFP No. **6100013048** ("RFP"); and

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

WHEREAS, Contractor's proposal was selected for the Best and Final Offer ("BAFO") phase of the RFP process; and

WHEREAS, in response to the DGS BAFO request, Contractor submitted a Best and Final Offer (BAFO) Price Submittal; and

WHEREAS, DGS determined that Contractor's proposal, as revised by its Best and Final (BAFO) Price Submittal, was the most advantageous to the Commonwealth after taking into consideration all of the evaluation factors set forth in the RFP and selected Contractor for contract negotiations; and

WHEREAS, DGS and Contractor have negotiated this Contract as their final and entire agreement in regard to providing **services for the Pennsylvania Department of Transportation's, Customer Call Center for Driver and Vehicle Services** to the Commonwealth.

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

1. Contractor shall in accordance with the terms and conditions of this Contract, provide for the Pennsylvania Department of Transportation's, Customer Call Center for Driver and Vehicle Services as more fully defined in the RFP, to Commonwealth executive agencies.

2. Commonwealth executive agencies shall procure their requirements for **Pennsylvania Department of Transportation's, Customer Call Center for Driver and Vehicle Services** in accordance with the terms and conditions of this Contract.
3. Contractor agrees to provide the **Pennsylvania Department of Transportation's, Customer Call Center for Driver and Vehicle Services** listed in its negotiated Price Submittal, which is attached hereto as Exhibit B and made a part hereof, at the prices listed for those items in Exhibit B.

This Contract is a Firm Fixed Price Maximum contract with an administration fee that will be added to each month's invoice. The amount invoiced will be at the actual cost not to exceed the amount in the final cost spreadsheet.

4. Contractor agrees to meet and maintain the commitments to disadvantaged businesses made in its negotiated Disadvantaged Business Submittal, which is attached hereto as Exhibit C and made a part hereof. Any proposed change to a disadvantaged business commitment must be submitted to the DGS Bureau of Minority and Women Business Opportunities ("BMWBO"), 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 BMWBO within ten (10) workdays at the end of each calendar quarter that the Contract is in effect.
5. This Contract is comprised of the following documents, which are listed in order for precedence in the event of a conflict between these documents:
 - a) The Contract Terms and Conditions contained in Appendix A, and as modified in Exhibit A-1, of the RFP, which is attached hereto as Exhibit A and made part of this Contract.
 - b) The Contractor's **Negotiated** Price Submittal, which is attached hereto as Exhibit B and made a part hereof.
 - c) The Contractor's **Negotiated** Disadvantaged Business Submittal, which is attached hereto as Exhibit C and made a part hereof.
 - d) 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.
 - e) The Contractor's Technical Submittal is comprised of the following documents, which is attached hereto as Exhibit D and made a part hereof:

1. The Commonwealth's letters requesting clarification to the BAFO letter dated: April 16, 2010; May 6, 2010; June 18, 2010 June 30, 2010; July 8, 2010; August 9, 2010; August 11, 2010 and
2. The Contractor's BAFO letter and clarifications to the BAFO letter dated: April 23, 2010; May 14, 2010; May 21, 2010; June 8, 2010; June 11, 2010 June 22, 2010; July 2, 2010 and July 30, 2010

The Contractor's Technical proposal including all of its referenced Appendices and Attachments dated February 11, 2010.

6. Payment for services will be made via a Funds Commitment rather than an agency purchase order. All references to "purchase order" or "purchase orders" in Part V – CONTRACT TERMS and CONDITIONS shall be replaced with a reference to the defined term "Contract." A written notice to proceed signed by the Contracting Officer will constitute the Contractor's authority to make delivery, and shall evidence the existence of an executed contract.

Prior to any payment being made, Contractor must submit monthly original itemized invoice to:

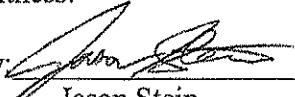
PennDOT
Location Code – 78DRVRSRVS
PO BOX 69181
Harrisburg, PA 17106

And mail **copies** of the itemized invoice to the Contract Manager **and** Contract Administrator at the following locations:

- a) PennDOT Customer Call Center Manager
Pennsylvania Department of Transportation
Bureau of Driver and Vehicle Program Services
Customer Call Center Program
1101 South Front Street, 4th Floor
Harrisburg, PA 17104
E-Mail Address: lbeachell@state.pa.us
Telephone Number: 717-705-0982
- b) Contract Administrator – PennDOT Customer Call Center
Pennsylvania Department of General Services
Bureau of Procurement
Forum Place, 6th Floor
555 Walnut Street
Harrisburg, PA 17101-1914
E-Mail Address: sshingara@state.pa.us
Telephone: 717-346-3833

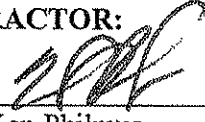
IN WITNESS WHEREOF, the parties hereto have signed this Contract the day and year first above written. Execution by the Commonwealth will be as described in the Appendix A, Contract Terms and Conditions, Part V.5 CONTRACT, paragraph 003.1b Signatures- Contract (March 2007).

Witness:

By: 
Jason Stein
Vice President - Motor Vehicle Services
Transportation Services Group

JASON STEIN / 9-20-10
Printed Name/Date

CONTRACTOR:

By: 
Ken Philmus
Managing Director and Senior Vice President

Ken Philmus / 9-20-10
Printed Name/Date

13-1996647
Federal I.D. Number

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

By: To be affixed electronically
Deputy Secretary for Procurement Date

APPROVED AS TO FORM AND LEGALITY:

To be affixed electronically
Office of Chief Counsel Date

8-K-1530
Office of General Counsel Date

8-K-1530
Office of Attorney General Date



ORIGINAL
RFPM - Request For Proposal
8014 Customer Call Center Driver-Vehicle

RFPM Effective Date:

Bid Invitation Number:

6100013048

Issuing Office:

Syline Shingara
 Attn: Bureau of Procurement Bid Room
 Department of General Services
 555 Walnut Street
 Harrisburg PA 17101-1914 US

Supplier Name/Address:

Your SAP Vendor Number with us: _____

Please Return Quotation to:

Attn: Bureau of Procurement Bid Room
 Department of General Services
 555 Walnut Street
 Harrisburg PA 17101-1914 US

Type of Security furnished if required:

- Certified bank cashier's check
- Irrevocable letter of credit
- Certificate of deposit
- Other as specified by bid
- Bond - If annual bond:
 What is the name of the principal on the bond?

Return Bid by:

Bid Ending Date:
 02/16/2010

Bid Ending Time:
 07:30:00

Expiration Date of Contract (if applicable)
 10/02/2015

Delivery Date:
 See Items

Please Deliver To:

Procurement Contact:

Buyer: Syline Shingara
 Phone: (717) 346-3833
 Fax: (717) 346-3819

This Request For Proposals is comprised of: Part I, General Information; Part II, Proposal Requirements; Part III, Criteria For Selection; Part IV, Statement of Work; Part V, Contract Clauses; any documents attached to this Request For Proposals or incorporated by reference; and any addenda issued by the Issuing Office prior to Proposal Response Date.

Supplier's Signature _____ Title _____
 Printed Name _____ Date _____

The Offeror has completed and submitted this Proposal in accordance with the instructions and requirements and terms and conditions of the Request For Proposals. The Offeror has submitted three separate submittals - the Technical Submittal, the Cost Submittal and the Disadvantaged Business Submittal. These submittals as well as the RFP and any attachments submitted by the Offeror with its Proposal are incorporated by reference and made a part of this Proposal. The Offeror intending to be legally bound hereby, offers and agrees, if its Proposal is selected, to negotiate with the Commonwealth in good faith towards a contract in accordance with its Proposal and the RFP.

Item	Material/Service Desc	Qty	UOM	Unit Price	Total Line Item Price
1	CUSTOMER CALL CENTER DRIVER-VEHICLE SER	0.000		\$ _____	\$ _____

General Requirements for all Items:

Header Text

The Department of General Services (DGS) is soliciting proposals for the Pennsylvania Department of Transportation (hereafter #PennDOT#) for a qualified Offeror with in-bound call center experience capable of providing telephone, e-mail, and fax informational services to over 3.7 million driver and vehicle inquiries annually. Access and quality of information are key requirements. Access to information is to be addressed primarily through technology and automation, with Customer Service Representatives (CSRs) available to handle complex customer

ALL PRICES ARE F.O.B. DESTINATIONS

List of Items Continued on Following Page



Supplier Name: _____

*** Attributes Page ***

*** No further information for this bid ***

Mandatory ATTRIB. #01 - 1. HAS THE SUBMITTER READ, AND DOES THE SUBMITTER UNDERSTAND, THE TERMS AND CONDITIONS OF THIS SOLICITATION?

Response:

Mandatory ATTRIB. #02 - 2. IS THE OFFER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS SOLICITATION?

Response:

Mandatory ATTRIB. #03 - 3. DO ALL ITEMS OFFERED BY SUBMITTER CONFORM TO THE SPECIFICATIONS OF THIS SOLICITATION?

Response:

Mandatory ATTRIB. #04 - 4. WERE THE PRICE(S) AND AMOUNT ARRIVED AT INDEPENDENTLY AND WITHOUT CONSULTATION, COMMUNICATION OR AGREEMENT WITH ANY OTHER CONTRACTOR, SUBMITTER OR POTENTIAL SUBMITTER?

Response:

Mandatory ATTRIB. #05 - 5. WERE THE PRICE(S), AMOUNT, APPROXIMATE PRICE(S) OR THE APPROXIMATE AMOUNT DISCLOSED TO ANY FIRM OR PERSON WHO IS A SUBMITTER OR POTENTIAL SUBMITTER?

Response:

Mandatory ATTRIB. #06 - 6. WAS AN ATTEMPT MADE TO INDUCE ANY FIRM OR PERSON TO REFRAIN FROM RESPONDING TO THE SOLICITATION?

Response:

Mandatory ATTRIB. #07 - 7. WAS AN ATTEMPT MADE TO INDUCE ANY FIRM OR PERSON TO SUBMIT AN OFFER HIGHER THAN THE SUBMITTER'S OFFER?

Response:

Mandatory ATTRIB. #08 - 8. WAS AN ATTEMPT MADE TO INDUCE ANY FIRM OR PERSON TO SUBMIT ANY OTHER FORM OF COMPLEMENTARY OFFER?

Response:

Mandatory ATTRIB. #09 - 9. DID THE SUBMITTER MAKE THE OFFER IN GOOD FAITH?

Response:



Supplier Name: _____

***** Attributes Page *****

Mandatory ATTRIB. #10 - 10. IS A GOVERNMENTAL AGENCY INVESTIGATING THE SUBMITTER, ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS OR EMPLOYEES? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

Response:

Mandatory ATTRIB. #11 - 11. IN THE LAST 4 YEARS, WAS THE SUBMITTER OR ITS EMPLOYEES FOUND LIABLE FOR CONSPIRACY OR COLLUSION RELATED TO ANY PUBLIC CONTRACT? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

Response:

Mandatory ATTRIB. #12 - 12. IN THE LAST 4 YEARS, WAS THE SUBMITTER#S AFFILIATES OR SUBSIDIARIES FOUND LIABLE FOR CONSPIRACY RELATED TO ANY PUBLIC CONTRACT? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

Response:

Mandatory ATTRIB. #13 - 13. IN THE LAST 4 YEARS, WAS THE SUBMITTER#S AFFILIATES OR SUBSIDIARIES FOUND LIABLE FOR COLLUSION RELATED TO ANY PUBLIC CONTRACT? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

Response:

Mandatory ATTRIB. #14 - 14. IN THE LAST 4 YEARS, WAS THE SUBMITTER#S OFFICERS OR DIRECTORS FOUND LIABLE FOR CONSPIRACY RELATED TO ANY PUBLIC CONTRACT? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

Response:

Mandatory ATTRIB. #15 - 15. IN THE LAST 4 YEARS, WAS THE SUBMITTER#S OFFICERS OR DIRECTORS FOUND LIABLE FOR COLLUSION RELATED TO ANY PUBLIC CONTRACT? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

Response:

Mandatory ATTRIB. #16A - 16. IS THE SUBMITTER CURRENTLY UNDER SUSPENSION BY THE FEDERAL GOVERNMENT OR ANY STATE OR LOCAL GOVERNMENT? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

Response:

Mandatory ATTRIB. #17A - 17. IS THE SUBMITTER CURRENTLY DEBARRED BY THE FEDERAL GOVERNMENT OR ANY STATE OR LOCAL GOVERNMENT? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

Response:



Supplier Name: _____

*** Attributes Page ***

Mandatory ATTRIB. #18A - 18. DO OFFERED ITEMS MEET EPA-ESTABLISHED MINIMUM PERCENTAGE LEVELS FOR TOTAL RECYCLED CONTENT AND POST-CONSUMER RECYCLED CONTENT? IF NO, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

Response:

Mandatory ATTRIB. #19 - 19. DOES THE SUBMITTER HAVE ANY DELINQUENT OBLIGATIONS TO THE COMMONWEALTH NOT BEING CONTESTED ON APPEAL? IF YES, PROVIDE EXPLANATION IN COMMENT FIELD OR AS AN ATTACHMENT.

Response:

Mandatory ATTRIB. #20 - 20. DOES THE SUBMITTER UNDERSTAND THAT ALL INFORMATION SUBMITTED AND REPRESENTATIONS MADE ARE MATERIAL AND WILL BE RELIED UPON BY THE COMMONWEALTH IN AWARD?

Response:

Mandatory ATTRIB. #21 - 21. DOES THE SUBMITTER UNDERSTAND THAT ANY FALSE STATEMENT THAT SUBMITTER DOES NOT BELIEVE TO BE TRUE OR ANY WRITING, SAMPLE, SPECIMEN, MAP OR OTHER OBJECT THAT SUBMITTER KNOWS TO BE FALSE SHALL BE PUNISHABLE UNDER SECTION 4904 OF TITLE 18 PA. C. S?

Response:

Mandatory ATTRIB. #22 - 22. DOES THE SUBMITTER AUTHORIZE A COMMONWEALTH AGENCY TO RELEASE SUBMITTER#S, TAX INFORMATION TO ANY CONTRACTING COMMONWEALTH AGENCY?

Response:

Mandatory ATTRIB. #23 - 23. DOES THE SUBMITTER AGREE THAT THE OFFER SUBMITTED ELECTRONICALLY THROUGH THE COMMONWEALTH#S SYSTEM SHALL BE DEEMED SIGNED BY THE SUBMITTER.

Response:

Mandatory ATTRIB. #24 - 24. DOES THE SUBMITTER AGREE THAT THE ELECTRONICALLY SUBMITTED OFFER IS LEGALLY BINDING AND ENFORCEABLE AND THAT NO WRITING SHALL BE REQUIRED TO MAKE THIS OFFER OR ANY RESULTING CONTRACT OR PURCHASE ORDER LEGALLY BINDING?

Response:

Mandatory ATTRIB. #21 - 21. DOES THE SUBMITTER UNDERSTAND THAT ANY FALSE STATEMENT THAT SUBMITTER DOES NOT BELIEVE TO BE TRUE OR ANY WRITING, SAMPLE, SPECIMEN, MAP OR OTHER OBJECT THAT SUBMITTER KNOWS TO BE FALSE SHALL BE PUNISHABLE UNDER SECTION 4904 OF TITLE 18 PA. C. S?

Response:



Supplier Name: _____

***** Attributes Page *****

Mandatory ATTRIB. #22 - 22. DOES THE SUBMITTER AUTHORIZE A COMMONWEALTH AGENCY TO RELEASE SUBMITTER#S, TAX INFORMATION TO ANY CONTRACTING COMMONWEALTH AGENCY?

Response:

Mandatory ATTRIB. #23 - 23. DOES THE SUBMITTER AGREE THAT THE OFFER SUBMITTED ELECTRONICALLY THROUGH THE COMMONWEALTH#S SYSTEM SHALL BE DEEMED SIGNED BY THE SUBMITTER.

Response:

Mandatory ATTRIB. #24 - 24. DOES THE SUBMITTER AGREE THAT THE ELECTRONICALLY SUBMITTED OFFER IS LEGALLY BINDING AND ENFORCEABLE AND THAT NO WRITING SHALL BE REQUIRED TO MAKE THIS OFFER OR ANY RESULTING CONTRACT OR PURCHASE ORDER LEGALLY BINDING?

Response:

Mandatory ATTRIB. #25 - 25. DOES THE SUBMITTER AGREE THAT THE ELECTRONIC OFFER, IF INTRODUCED AS EVIDENCE ON PAPER, IS ADMISSIBLE AS A BUSINESS RECORD ORIGINATED AND MAINTAINED IN PAPER FORM?

Response:

Mandatory ATTRIB. #26 - 26. DOES THE SUBMITTER AGREE THAT IF A CHANGE OR ERROR IN AN OFFER OCCURS IN A TRANSMISSION, THE SUBMITTER SHALL IMMEDIATELY NOTIFY THE COMMONWEALTH OF THE CHANGE OR ERROR?

Response:

Mandatory ATTRIB. #27 - 27. DOES THE SUBMITTER ACKNOWLEDGE RESPONSIBILITY FOR CURRENT & COMPLETE SUPPLIER REGISTRATION INFORMATION AND THAT THE COMMONWEALTH IS NOT RESPONSIBLE FOR ANY DELAYS IN PAYMENT OR COMMUNICATION RESULTING FROM INACCURACIES PROVIDED BY THE SUBMITTER?

Response:

Mandatory ATTRIB. #28 - 28. I HAVE INDICATED MY NAME AND TITLE IN THE COMMENT SPACE PROVIDED AND REPRESENT THAT I HAVE FULL AUTHORITY TO SUBMIT THIS RESPONSE ON BEHALF OF SUBMITTER AND TO BIND SUBMITTER TO ITS CONTENTS.

Response:



December 7, 2009

Department of General Services
Bureau of Procurement
Forum Place, 6th Floor, Bid Room
555 Walnut Street
Harrisburg, PA 17101-1914

**RE: Pennsylvania Department of Transportation (PennDOT)
Customer Call Center for Driver and Vehicle Services
Request for Proposal (RFP)
Solicitation: 6100013048**

Dear Potential Offeror:

The Department of General Services (DGS) is soliciting proposals for the Pennsylvania Department of Transportation (hereafter "PennDOT") for a qualified Offeror with in-bound call center experience capable of providing telephone, e-mail, and fax informational services to over 3.7 million driver and vehicle inquiries annually. Access and quality of information are key requirements. Access to information is to be addressed primarily through technology and automation, with Customer Service Representatives (CSRs) available to handle complex customer questions and individual-specific customer needs. Service access is to be maximized with the use of technology to address growing customer demands while minimizing costs.

This procurement solicitation includes:

1. Request for Proposal (RFP), Cover Letter
2. Statement of Work
3. Appendix A - Standard Contract Terms and Conditions for Services
4. Appendix B - Domestic Workforce Utilization Form
5. Appendix C - Proposal Cover Sheet
6. Appendix D - Cost Submittal Worksheet
7. Appendix E - Lobbying Certification Form
8. Appendix F - Customer Service Representative's Duties
9. Appendix G - Service Level Agreements
10. Appendix H - Trade Secret Form
11. Appendix I - Current Automated Capabilities Interactive Voice Response Applications
12. Appendix J - Call Center Reference Module
13. Appendix K - Current Customer Call Center Operational Data
14. Appendix L - Customer Service Policy

15. Appendix M - PennDOT Record Information Confidentiality Policy
16. Appendix N - Safety Administration Privacy Procedures Document
17. Appendix O - Direct Labor Breakdown
18. Appendix P - Specific Performance Bond (GSPUR-55 Rev. 9-81)

Important Note About Proposal Submissions

This procurement was selected to be part of a pilot program to test out the ability of Supplier Relationship Management (SRM) system to handle submission of proposals electronically. **The submission requirements described below in this cover letter replace any other instructions contained in this solicitation, such as those contained in:**

1. Part I.12 RFP-012.1B Proposals (Feb 2009)
2. Part II.3 RFP-003.1a.d; e; Disadvantaged Business Submittal (April 2009)
3. Part II.6 RFP-005.1 Domestic Workforce Utilization Certification Form (Oct 2006)
4. Part III.4 RFP-005.1 Domestic Workforce Utilization Certification Form (Feb 2009)

In order to test the capabilities of the SRM portal, we ask that you submit a complete copy of your technical proposal through the SRM portal. This copy should be submitted in addition to the disc copy specified below.

The PA Supplier Portal is located at: www.pasupplierportal.state.pa.us. The submission process utilizes an organization's SRM Vendor Number, user ID and password. If your organization is not registered to do business with the Commonwealth, the potential Offeror must register at the PA Supplier Portal. You may call our Help Desk at 877-435-7363 for assistance to register.

Submission Instructions

The proposal should include the following:

1. Technical Submittal in word or searchable pdf format submitted both through the SRM portal as specified above, and on a disk as specified below. The technical proposal also includes the following additional documents.
 - a.) Completed Appendix B, Domestic Workforce Utilization Form
 - b.) Completed Appendix C, Proposal Cover Sheet
 - c.) Completed Appendix H, Trade Secret Form
 - d.) Completed Appendix O, Direct Labor Breakdown
 - e.) Audited financial statements or unaudited financial statements and copies of federal tax returns with all supporting schedules.
 - f.) Insurance Certificates (Refer to Part V.48)

Most of these documents are editable electronically. Accordingly, you should not print them out to sign them, but should instead make an electronic signature by typing the name of someone who is authorized to make a binding offer to the Commonwealth on the signature line. Also, you do not need to include copies of the original RFP unless you wish to do so as part of your technical submittal.

2. Two copies of the Disadvantaged Business Submittal in a paper format, and one copy included electronically on a disk as specified below.
3. Cost Submittal Worksheets submitted on a disk as specified below. Cost **SHOULD NOT** be submitted through the SRM portal.
 - a.) Completed Appendix D in its entirety, in excel format
 - b.) Completed Appendix E, Lobbying Certification form
4. (Optional) A brief statement explaining any thoughts the Offeror may have on electronic submissions, or possible features an Offeror may wish to see incorporated into the electronic submission process. This form will not be reviewed by the committee, but will be reviewed by Department of General Services staff and is completely optional.

Specifications for submitting on a disk

Offerors should submit two (2) CD's or two (2) flash drives containing all documents that are part of the submission. You should either group all the files using three separate zip files, or you may create three separate file folders on the CD or flash drive, named "Technical," "Cost," and "DB," and include the files in the corresponding folder.

The CD's or flash drives must be submitted to me prior to proposal closing date and time. The CD's or flash drives shall be delivered to me at:

Department of General Services
Bureau of Procurement (BOP)
Forum Place, 6th Floor, Bid Room
555 Walnut Street
Harrisburg, PA 17101-1914
Attn: Syline M. Shingara

Offeror questions regarding this RFP must be submitted, in writing, via email, to the Issuing Officer by 11:00 A.M., Eastern Standard Time (EST), Monday, January 11, 2010. Refer to Appendix A, Standard Contract Terms and Conditions, Part I, Section 9 for more detail.

An optional Pre-Proposal Conference will be held in Harrisburg, at 10:00 A.M., E.S.T., Friday, January 15, 2010 at PennDOT, Riverfront Office Center, Training

Room # 411, 1101 South Front Street, Harrisburg, PA 17104-2516. Refer to Part 1, Section 8 of the RFP, for Pre-Proposal information.

Due to security concerns, the Commonwealth requests that Offerors provide the names and contact information for those persons planning to attend the optional pre-proposal conference for this RFP. Offerors should email me the requested information by close-of-business, Friday, January 8, 2010. Failure to provide such information may result in an Offeror's representative being refused admission to the pre-proposal conference.

Please note that all attendees to the pre-proposal conference will be required to show a valid photo ID at the Security Desk prior to entrance to pre-proposal conference. Offeror's representative(s) attending the Pre-Proposal Conference should enter through the "Employee's Entrance" of the building.

All electronic proposal documents must be submitted via the PA Supplier Portal and CD's and/or flash drives must be received at the address listed above by proposal closing date and time, Thursday, February 11, 2010, 3:30, E.S.T.

Note: Because this is a pilot program, the Commonwealth reserves the right to allow non-conforming submissions to be corrected after the due date of this RFP. However, before the Commonwealth may exercise this right, an Offeror must have made a good faith effort to submit their proposal, and must make a good faith effort to provide the Commonwealth with a detailed explanation of any technical or procedural problems they encountered.

Any addendums regarding this RFP will be posted to the eMarketplace website at: www.emarketplace.state.pa.us. All potential Offerors are to check the eMarketplace website for any and all updated information regarding this solicitation.

If you should have any questions, regarding this RFP solicitation, please contact me at: (717) 346-3833 or via e-mail at: sshingara@state.pa.us.

Sincerely,

Syline M. Shingara

Syline M. Shingara
Issuing Officer

APPENDICES FOR THE DRIVER AND VEHICLE SERVICES CUSTOMER CALL CENTER REQUEST FOR PROPOSALS

APPENDIX A. – STANDARD CONTRACT TERMS AND CONDITIONS FOR SERVICES

APPENDIX B. – DOMESTIC WORKFORCE UTILIZATION FORM

APPENDIX C. – PROPOSAL COVER SHEET

APPENDIX D. – COST SUBMITTAL WORKSHEET

This appendix contains a template for the format to present cost information.

APPENDIX E. – LOBBYING CERTIFICATION FORM

APPENDIX F. – CUSTOMER SERVICE REPRESENTATIVES' DUTIES

This appendix lists an example of the duties of the Customer Call Center Customer Service Representative (CSR).

APPENDIX G. – SERVICE LEVEL AGREEMENTS (SLAs)

This appendix contains detailed service level agreements matrix that demonstrates the methodology used to assess penalties.

APPENDIX H. – TRADE SECRET FORM

APPENDIX I. – CURRENT AUTOMATED CAPABILITIES INTERACTIVE VOICE RESPONSE APPLICATIONS (IVR)

This appendix contains a detailed process flow for each service currently available in the IVR.

APPENDIX J. – CALL CENTER REFERENCE MODULE

This appendix contains samples of the electronic driver and vehicle reference materials currently used by the Customer Call Center. The materials are referred to as “sample” because they were extracted at a given point in time; these materials are continually being updated.

APPENDIX K. – CURRENT CUSTOMER CALL CENTER OPERATIONAL DATA

This appendix contains data and historical trends of the current call center operations. This data includes:

- **Key Yearly and Monthly Operational Trends** such as total customers served, automated call volumes access rates, accuracy rates and average talk time.
- **Current IVR Average** daily volumes.
- **Customer Call Types** such as a breakdown of the types of calls received by CSRs.
- **Forms and Publication Fulfillment Trends** by month.
- **CSR Talk Times** by general type of call.
- **Call Activity** by day of week and hour intervals.

APPENDIX L. – CUSTOMER SERVICE POLICY

This appendix contains a sample of the Customer Service Policy. This document must be signed by contractor personnel annually.

APPENDIX M. – PENNDOT RECORD INFORMATION CONFIDENTIALITY POLICY

This appendix contains a sample of the PennDOT Record Information Confidentiality Policy. This document must be signed by contractor personnel annually.

APPENDIX N. – SAFETY ADMINISTRATION PRIVACY PROCEDURES DOCUMENT

This appendix contains a sample of the Safety Administration's Privacy Procedures Document. This document must be signed by contractor personnel annually.

APPENDIX O. – DIRECT LABOR BREAKDOWN

This appendix contains a template for the format to present direct labor breakdown.

APPENDIX P. – SPECIFIC PERFORMANCE BOND (GSPUR-55 Rev. 9-81)

PART IV - WORK STATEMENT

IV-1 OBJECTIVE:

- a. GENERAL**-The Pennsylvania Department of Transportation's (PennDOT's) primary purpose for initiating this project RFP is to gain the services of an Offeror to operate a Customer Call Center. The objective of this RFP is to select a qualified Offeror with in-bound call center experience capable of providing telephone, e-mail and fax information services to over 3.7 million driver and vehicle inquiries annually. Access and quality of information are key requirements. Access to information is to be addressed primarily through technology and automation, with Customer Service Representatives (CSRs) available to handle complex customer questions and individual-specific customer needs. Service access is to be maximized with the use of technology to address growing customer demands while minimizing costs. Currently, over 40 percent of customers calling the Customer Call Center are assisted through automated informational messages and/or automated transaction applications.
- b. SPECIFIC**-The responsibilities of the selected Offeror shall include, but not be limited to, the following: (Some responsibilities are described in greater detail in IV-3-Tasks and IV-4-Required Reports and Project Control. Describe in your proposal how each of these requirements will be met:
1. Ensure a seamless transition from the current Customer Call Center contract to a new Customer Call Center contract, and ensure that no interruption in services occurs.
 2. Provide the necessary software and hardware to operate the Customer Call Center (identify specific hardware/software being proposed in your technical submittal).
 3. Provide and locate the Customer Call Center facility within a 40-mile radius of Harrisburg. Location if known shall be provided.
 4. Maintain required hours of operation.
 5. Maintain required level of customer access.
 6. Maintain required level of accuracy.
 7. Maintain required level of response time.
 8. Maintain required average speed of answer (ASA).
 9. Remain within acceptable hold-time limit.
 10. Provide services to English and Spanish speaking customers in respective languages.
 11. Obtain language translation services as needed.
 12. Provide required services for hearing impaired.
 13. Provide access for out-of-state callers.

14. Provide toll-free service to Pennsylvania callers utilizing the existing toll-free number, unless PennDOT selects an option without toll-free service.
15. Provide a wait-time message to all callers accessing the Customer Call Center.
16. Provide PennDOT real-time, Web-enabled access to Offeror's Call Management Information System.
17. Provide criminal history background checks for anyone who may have direct or indirect access to any PennDOT systems.
18. In conjunction with PennDOT, maintain and update electronic desktop training reference modules for CSRs utilizing the Department's current scripts and reference materials.
19. Provide CSRs who have strong oral communication skills and who speak clearly and concisely with customers.
20. Develop and maintain a training and certification program for new CSRs.
21. Conduct incoming call-type surveys upon request by PennDOT.
22. Provide quarterly recommendations on ways to reduce calls/e-mails, improve services and/or reduce costs.
23. Collect, organize, analyze and report weekly and monthly on inquiry volumes, access rate, accuracy rate and types of calls/e-mails and patterns.
24. Provide an escalation process for calls that cannot be handled by CSRs.
25. Provide connectivity to the Department's mainframe.
26. Record all calls. Provide PennDOT with the ability to observe live calls and all recorded calls. Offeror shall retain recorded calls for three months.
27. Provide the ability to retrieve recorded calls via customer telephone number, CSR, and/or date and time of call. Recorded calls shall have the ability to be forwarded via e-mail attachment upon request.
28. Provide access for all supervisors and CSRs to the PennDOT Driver and Vehicle Services Web site for the purpose of assisting customers.
29. Provide and maintain the required performance bond.
30. Provide some data entry services as directed by PennDOT (changes of address, minor corrections, reissue products, escalate messages, etc.) through a connection with PennDOT's systems.

31. Provide the ability to send referral messages (notepads) requiring further research to PennDOT via PennDOT systems, e-mail or in person, as directed by PennDOT. At PennDOT's discretion, the Offeror must retain copies of all referrals for three months in a manner allowing for easy research of prior individual customer referrals and the tracking/reporting on the number of referrals. Such messages should be reviewed for appropriateness and accuracy prior to sending to PennDOT. PennDOT anticipates the Offeror will likely be directed to send referrals via e-mail and retain copies.
32. Utilize and maintain current scripts and reference materials within the Interactive Voice Response (IVR) system. The Offeror is expected to provide suggestions for improvements.
33. Provide e-mail responses to customer inquiries and suggestions.
34. CSRs who respond to customer e-mails must have strong written communication skills.
35. Ensure at least 40 percent of customers calling the Customer Call Center are assisted through the IVR. All automated systems and services must be operational 24 hours a day, seven days a week for customers.
36. Provide CSR scheduling of non-commercial driver, commercial driver and Special Point exams on behalf of customers through PennDOT's Driver and Vehicle Services Web site or through a connection with PennDOT's systems.
37. Through a connection to PennDOT's systems, ensure CSRs provide replacement license products that have been returned to PennDOT by the United States Postal Service when the products are unable to be delivered due to an inaccurate mailing address.
38. Provide call monitoring for evaluation of CSR accuracy and correction.
39. Handle seasonal operations that will require the transferring of additional calls during specified time periods throughout the year, as dictated by PennDOT. Currently additional Apportioned Registration Program calls are taken by the Customer Call Center from April-June and additional school bus calls from July-September.
40. Provide the customer an option to be able to press "0" and speak to a CSR anytime within the IVR unless otherwise approved by PennDOT.
41. Send Customer Service Alerts (CSAs) to PennDOT via e-mail for internal investigation.
42. Provide a disaster recovery plan. Include a high-level plan in your proposal.

IV-2 NATURE & SCOPE:

- a. BACKGROUND**-Pennsylvania's approximately 8.7 million licensed drivers and the owners of 11.3 million registered vehicles generate a large volume of customer inquiries each day. PennDOT's Customer Call Center receives the majority of these telephone and e-mail inquiries. During 2008, more than 3.7 million customers were assisted by PennDOT's Customer Call Center via automated call handling, CSRs and e-mail.

PennDOT first out-sourced its call center services in 1996 with the initial contract expiring in 2006. Prior to this, PennDOT maintained in-house telephone information services. Over the years, PennDOT moved its call center operations from a telephone information center with limited hours, automation and technology to a call center with greater use of automation for 24/7 service, improved technology, and significantly improved customer access. PennDOT subsequently entered into a new contract with a new supplier. The current contract will expire in October 2010.

PennDOT's Customer Call Center historical data may be found in Appendix K- Current Customer Call Center Operational Data.

- b. CURRENT PROGRAM**-The existing Customer Call Center provides telephone, e-mail and fax information services to PennDOT's customers. Currently, the Customer Call Center provides services via the following:

1. Toll free in-state number: 1-800-932-4600
Out-of-state toll number: 717-412-5300
TDD toll free in-state number: 1-800-228-0676
TDD out-of-state toll number: 717-412-5380
(The above numbers are primary numbers, not an inclusive list of numbers. There are additional toll-free numbers reserved for special situations.)
2. Serves more than 3.7 million customers annually.
3. Customers have options when calling PennDOT's Customer Call Center in their preferred method to obtain information by:
 - a. CSR
 - b. IVR- Access PennDOT systems for customer-specific data. Refer to Appendix I- Current Automated Capabilities Interactive Voice Response Applications (IVR).
Currently, CSR calls are segmented by Driver's Licensing, Motor Vehicle, Exam Scheduling, Service Center Location and Services, PennDOT Web site, and Apportioned Registration.

CSRs provide service directly by phone or by e-mail or by out-bound fax. Spanish speaking CSR service and language line services are also available.

4. Customer weekday daily call attempts average approximately 14,000. Of that amount, CSRs serve an average of 7,600 customers per day.
5. Currently, CSR accuracy rates are over 99 percent. The Customer Call Center is required to maintain a monthly average error rate of 0.5 percent or less.

6. Existing CSR duties and job description may be found in Appendix F- Customer Service Representatives' Duties. Existing Customer Call Center operational data may be found in Appendix K-Current Customer Call Center Operational Data.

c. OFFEROR READINESS-Because a PennDOT Customer Call Center exists today, it will be necessary for the awarded Offeror to be able to take 100 percent of customer inquiries beginning immediately at the expiration of the current Customer Call Center contract period, which is Oct. 2, 2010. All personnel, systems, procedures and resources must be in place no later than the start of business on Oct. 3, 2010. The IVR must be fully functional at the beginning of the transition. Offeror will be responsible for any costs that result from Offeror's failure to be fully functional at the time of transition.

Transition-A ramp-up approach will be required for a new Offeror to ensure a seamless transition with no interruptions of service. The ramp-up period will be as follows:

- Beginning Aug. 2, 2010, the Offeror will be required to take 20 percent of CSR and automated calls.
- Beginning Aug. 23, 2010, the Offeror will be required to take 50 percent of CSR and automated calls.
- Beginning Sept. 13, 2010, the Offeror will be required to take 80 percent of CSR and automated calls and 100 percent of e-mails.
- Beginning Oct. 3, 2010, the Offeror will assume 100 percent of CSR and automated calls and e-mails.

The Offeror shall be fully prepared to work with the existing supplier to ensure a seamless transition into the new contract period. The Offeror must maintain open communications with PennDOT on any issue involved with meeting the ramp-up requirements and the Oct. 3, 2010, full implementation date. The Offeror shall meet with appropriate PennDOT personnel in a timeframe as directed by PennDOT to gain a thorough understanding of how operations must be conducted in the Customer Call Center under the Offeror's management. The Offeror's high level transition plan shall be included in the technical proposal.

At the end of this contract, in the event that Customer Call Center services will be secured with a new supplier or assumed by Commonwealth personnel, the Commonwealth may instruct the Offeror to:

- a. Perform a ramp down in service level at any time during this contract with 90 days written notice (the "Ramp Down Period") in order to provide for a smooth transfer of service. The Offeror will provide any reasonable telecommunications network provisions for call separation necessary to assure service for both the Offeror and the new supplier during this ramp down period; and
- b. Provide hard and soft copies of any data or materials owned by the Commonwealth, which may be in the possession of the Offeror. Copies of this data or materials are to be provided to PennDOT within the first 30 days of the Ramp Down Period.

c. Provide disposal service for all Systems hardware used at the Customer Call Center.

Systems-Details necessary to design the systems must be finalized and presented in writing for approval prior to implementing. Specific attention must be given on how proposed systems will access PennDOT databases and how security of the information retrieved from PennDOT will be handled. As part of the security plan, the Offeror must complete a security assessment analysis to be approved by the Department and implemented by the Offeror. The Offeror must document system designs and receive written approval from PennDOT's executive management prior to beginning any other tasks.

Offerors delivering services/systems to agencies under the Governor's jurisdiction are required to comply with the IT Standards and policies issued by the Governor's Office for the Commonwealth enterprise (Refer to the IT Bulletin Web site at: http://www.portal.state.pa.us/portal/server.pt/community/policies_and_procedures/416). Any deviation must first receive written approval to do so from Department of General Services (DGS), PennDOT and the Office of Administration/Office for Information Technology's (OA/OIT) Office.

Facility Location-The Customer Call Center facility where CSRs will be staffed may be located within a 40-mile radius of Harrisburg. The facility will be ready to take 20 percent of CSR and automated calls by Aug. 2, 2010. All proposals that do not clearly state that the facility will be located within the mentioned boundaries may be rejected. Facilities must be approved by the Commonwealth. Any facility lease must be signed for the entire length of the contract within 30 days of the Notice to Proceed from the Agency Purchase Order. All facilities utilized must meet the requirements set forth in the Americans with Disabilities Act (ADA) requirements. To view these requirements, go to <http://www.eeoc.gov/policy/ada.html>.

Security-The Offeror shall provide a facility with solid core door construction, secured hinges, secured ceiling, dead bolt lock and interior construction adequate to store all documents to be submitted to the Department. Adjustments may be made in storage requirements if deemed desirable by the Department.

The Offeror shall submit a proposed security plan for the method of security it intends to employ at their location(s) for safeguarding all equipment, images and application source documents, within 30 days of the Notice to Proceed from the Agency Purchase Order. Specific and comprehensive security plans for the location(s) shall be required. Such plans shall serve to maximize the security potential and minimize the security risk at each site. The Department shall approve all initial security plans and modifications made to security plans. Department approval on routine maintenance is not required. The security plan must include but is not limited to security of:

- Paperwork while on Offeror's premises.
- Paperwork subsequently transmitted to PennDOT.
- Software to be used.
- Any and all buildings (list each location separately and note any differences between facilities). Explain:
 - Electronic security system to be used.

- External and internal doors (door construction, locks, and secure hinges).
- Secure windows.
- Secure ceilings/roof.

All IT facilities and resources must be controlled. IT facilities and resources include: data centers, computer rooms, telephone closets, network router and hub rooms, voicemail system rooms, and similar areas containing IT facilities and resources. Protection measures include:

- Separated, locked and designated as limited access areas.
- Environmentally controlled to ensure operating conditions are within specifications for equipment located within the confines of the area.
- Equipped with environmental and safety monitoring devices to ensure compliance with regulated or statutory requirements.
- Inspected on a regular basis to ensure compliance with health, safety, fire, security and maintenance requirements.
- Access to restricted IT facilities and resources is limited only to authorized persons.
- The process for granting door keys or access cards for these facilities and resources is to include the approval of the person responsible for the facility or room.
- Access cards and/or keys issued for access to restricted IT facilities and resources may not be shared or loaned to others.
- Employees and business partners without the proper access credentials may be granted temporary access via verbal or signed orders when conditions require their immediate access, or visitor access is approved. These individuals:

1. are to be recorded in the facility sign-in/sign-out log. This log will have appropriate language on each page, or otherwise prominently displayed, indicating the minimal visitor responsibilities associated with accessing the facility.
2. are to be issued a temporary identification badge and required to wear it openly.
3. are to be supervised at all times while in restricted areas by a party with authorized access to the IT facilities and resources.

- Access records and sign-in logs are to be maintained and archived for routine review for a period of not less than one year.
- No one is to be permitted to enter a controlled-access facility, area or room without being authenticated and having his/her privileges verified.

Federal requirements may result in additional security provisions with which the Offeror will be required to comply.

Performance Bond-The Offeror must post security in a form satisfactory to the Commonwealth (a commercially recognized form of credit) in an amount of \$4 million for the first year and then \$1 million for each contract year thereafter. This must be completed within 10 working days of receipt of the Notice to Proceed from the Agency Purchase Order. The cost of the bond shall be the responsibility of the Offeror. The bond must be issued by a corporate surety authorized to do business in the Commonwealth, and made payable to the Commonwealth of Pennsylvania, Department of Transportation. The bond must be renewed for each year of the contract within 30 days of expiration.

IV-3 TASKS: This project will result in the successful completion of all the tasks described below. The Offeror will be responsible for all the deliverables specified in each section.

Task A: Systems Installation-

The Offeror shall explain how their proposed systems will be able to meet the requirements of this RFP. Based on the contract requirements and PennDOT approvals, the Offeror must install all equipment and other components of the system that will allow customers to receive answers or access CSRs, who will address their vehicle and license questions. The Offeror must utilize PennDOT system inquiry screens when accessing customer information needed to create answers to customer questions. The Offeror must encrypt all data in flight via a VPN approved by PennDOT. In addition, in order to prevent the unauthorized release of PennDOT's data, the whole disk on any machine that accesses or contains PennDOT's data shall be encrypted. The choice of software is up to the Offeror; however, the minimum standard is 128 bit. The software shall leave the hard drive in an encrypted state if the parent computer is not properly logged on to. PennDOT reserves the right to require a higher level of encryption. The Offeror must implement an e-mail encryption system so all e-mail with personal information is encrypted, unless otherwise directed by PennDOT.

Connection to the Department's mainframe will be accomplished through a T1 frame relay connection to the Commonwealth's external business partner router. There are two ways this can be done:

Option 1 – The Offeror can provide and pay for their own T1 circuit between their facility and the OA ran co-location facility at CTC in Harrisburg where they will need to install a Cisco router. The Offeror's router would then connect to the business partner router. A co-location fee of approximately \$500 per month* will be charged to the Offeror from OA. The router purchase, installation, configuration, maintenance and management will be the Offeror's sole responsibility.

Option 2 -The Commonwealth can provide the circuit to the Offeror's location. Fees of approximately \$500 per month* for in state and \$1,300 per month* for out-of-state connectivity will be billed directly to the Offeror from the telecommunications provider currently Level 3. No extra router is required at the co-location site for Option 2. The Offeror will be responsible for all wiring from the circuit DEMARC at their location to their router. The Offeror will also be responsible for purchase, installation, configuration, maintenance and management of their site router. Fees are subject to change when DGS Telecommunications contract is renewed.

* These are the current costs with the existing provider. The Commonwealth is in the process of awarding a new contract for these services. Any changes in costs or connection options will be shared with the Offeror when the information becomes available.

PC work stations and printers can be installed on a LAN (Ethernet is recommended). A 3270 emulation product, such as Attachmate Extra Office 3270, is required on each PC workstation. A Cisco router is required at each Offeror site. The T1 connection, router installation, router configuration, assigning IP addresses, network management, etc., customizing maintenance will be the responsibility of the Offeror. In addition, at the sole discretion of PennDOT, the Offeror may be required to connect to the Department's Imaging Server in order to view documents to assist with phone calls and e-mails. All Commonwealth Communications Security standards must be followed.

(Refer to the IT Bulletin Web site at:

http://www.portal.state.pa.us/portal/server.pt/community/policies_and_procedures/416). Any deviation must first receive written approval to do so from DGS, PennDOT and the OA/OIT Office.

When the Department replaces its driver licensing and vehicle registration legacy systems, they will no longer use the 3270 protocol. At this time, we do not know the specific protocol that will be used or the tentative timeframe for the new systems to be implemented.

When decommissioning equipment during the term of this contract, or upon contract termination, the Offeror must sanitize and/or destroy system hard drives, removable media, and hand-held devices in accordance to data cleansing IT Standards and policies issued by the Governor's Office for the Commonwealth enterprise (Refer to the IT Bulletin Web site at:

http://www.portal.state.pa.us/portal/server.pt/community/policies_and_procedures/416). Any deviation must first receive written approval to do so from DGS, PennDOT and the OA/OIT Office.

All supervisors and CSRs must have access to the PennDOT Driver and Vehicle Services Web site for the purpose of assisting customers. This may include assistance with or processing of e-government transactions such as driver's license and vehicle registration renewals, address changes and scheduling driver tests.

The Commonwealth owns the rights to the 800 numbers of the Customer Call Center. These numbers will be provided to the selected Offeror; however the Commonwealth will assume no costs related to these 800 numbers. The selected Offeror assumes full responsibility for directing and redirecting 800 telephone numbers as necessary. The current carrier for the 800 numbers is AT&T. Offerors must provide all other services to complete the identified work. Omissions become the responsibility of the Offeror. The Offeror will have the option to utilize the Commonwealth's current toll free inbound service vendor for these services. The current contract with AT&T expires August 2010. The Commonwealth is in the process of awarding a new contract and will provide information to the Offerors as soon as it is available. The Offeror is required to coordinate all telecommunications aspects that are needed to meet the requirements of the RFP.

If the Commonwealth decides to use toll-free numbers, the Offeror must provide a toll number for out-of-state callers unless the Offeror is able to use the existing Customer Call Center toll Harrisburg number of (717) 412-5300. The Offeror must provide toll capacity sufficient enough to accommodate up to 10 simultaneous out-of-state callers at any time.

If the Commonwealth decides to use toll-free numbers, the Offeror must use PennDOT's existing toll-free numbers and pay all costs associated with the use of the toll-free numbers. PennDOT retains "ownership" of the toll-free numbers. The existing Customer Call Center has a total of 11 toll-free numbers owned by the Department. The current toll-free service lines are made up of 32 T-1 lines. Any costs transferring these lines to a new location will be paid by the Offeror. The total cost associated with toll and toll-free lines in 2008 was approximately \$623,000.

Specifications for accessing the Commonwealth's Information Technology Systems are updated periodically. Organizations with access to the systems are required to make any changes necessary to conform with updated specifications.

Task B: CSR and Supervisor Training-

In cooperation with PennDOT representatives, the Offeror shall train all personnel who will be involved with the operation of the services. The Offeror shall use a train-the-trainer approach. The Commonwealth will provide a one-time training covering driver license and motor vehicle topics that will take place in Harrisburg for up to 15 Offeror employees, which must include the Offeror's trainers.

Training materials are the Offeror's responsibility. Please be sure to provide the level of support anticipated from PennDOT on the training effort. This would include the number of people and the time duration and commitment expected.

The Offeror's CSRs shall be trained so that each person has the necessary tools and authority to handle situations to completion on first contact. The Offeror's CSRs must handle difficult calls or angry customers without the need to transfer the difficult customer to PennDOT. Please describe how the Offeror will provide these services.

This task will require extensive and complex training and the Offeror is urged to begin training as early in the contract as possible. The Offeror must understand that PennDOT will only participate in the initial training in this project and that the Offeror must provide all subsequent training. The Offeror must provide a comprehensive training plan in the proposal. Provide details on what additional training will be provided beyond required motor vehicle and driver's license training. Explain what methods of training will be used (lecture, self-directed, etc).

The Offeror shall maintain electronic desktop training/reference materials to be used by CSRs, Customer Call Center personnel and the Department and contain all information needed to respond to customer inquiries. The electronic desktop training/reference materials should be designed to be user-friendly and Web-enabled for possible customer and Department use. The current information modules are owned by the Department and will be utilized by the selected Offeror. Currently, PennDOT provides information in Word format. The Word document must be converted to the Offeror's electronic desktop format (RoboHelp). Refer to Appendix J-Call Center Reference Module. In addition to being made available to the CSRs, the formatted information is provided back to PennDOT and able to be accessed by PennDOT staff for reference. In your response, identify what hardware and software the Offeror deems necessary for PennDOT to access the Customer Call Center's electronic reference materials. Identify the hardware/software capabilities and requirements without any cost information in the technical proposal. PennDOT would prefer to continue to utilize RoboHelp or some other no-fee software to access the reference materials. If proposing an approach other than RoboHelp, explain why PennDOT would benefit from using the proposed approach and how training of PennDOT staff would be accomplished. If there will be any hardware/software costs for PennDOT staff to access the Offeror-formatted reference material utilized by the Offeror's staff, include any and all costs in your cost proposal. Offeror should describe how PennDOT staff may benefit from using the proposed approach but the Offeror shall not include any costs in their technical submittal. The Offeror should only provide a projected cost in the Offeror's cost submittal

under Appendix D-Cost Submittal Worksheet. Any costs found in the technical submittal may cause the technical submittal to be rejected.

The Offeror must implement a CSR knowledge certification program and test, approved by PennDOT. Any employee not passing the knowledge certification test shall not be utilized as a CSR. The program shall be detailed in the proposal. The Offeror must evaluate the certification program to ensure it is meeting customer service and accuracy goals annually. Please provide a chart and implementation schedule that will accommodate all training that all personnel are trained and ready to begin accepting calls on August 2, 2010, or when the Offeror must begin accepting calls.

Task C: Systems and Operational Testing-

The awarded Offeror shall design a system test that demonstrates to PennDOT the mechanics of the system are fully operational, the Offeror can handle the expected volumes, and personnel are capable of responding to customer questions in a professional and helpful way. A description of the test must be provided to PennDOT in writing in advance of any actual test.

PennDOT must approve the Offeror's proposed test plan(s). The plan(s) should include, but not be limited to a description of testing of all IVR pre-recorded messages and pathways, IVR applications, ACD operability, ACD messages, TDD, e-mails, reports, etc. The plan should explain all system redundancies and describe how the testing of system redundancies will mimic issues occurring in live operation. The Offeror must also provide a schematic or system analysis of how you plan to handle the anticipated volumes and how stress testing would be executed to validate the systems can accommodate the customer demand. The plan must allow for multiple rounds of testing to be completed with all issues resolved at least one week prior to Aug. 2, 2010.

Testing must be conducted with at least one PennDOT representative participating. PennDOT reserves the right to independently test systems in addition to Offeror testing. PennDOT personnel will place calls and send e-mails to evaluate the content of responses to questions and to test the Offeror's system performance.

If testing demonstrates any problems, the Offeror must correct the mechanical, software, procedural or personnel issues and demonstrate the system to PennDOT in a fully operational condition.

Task D: Operations-

The Offeror shall describe how Customer Call Center's customer service and access to information is to be addressed primarily through technology and automation, with CSRs available to handle complex customer questions and individual specific customer needs. The Offeror should also describe how service access is to be maximized with the use of technology to address growing customer demands while minimizing costs. This description should include answers to questions such as:

- How will equipment and technology be used to address customer inquiries?
- How many employees will be used, and how will they be used?
 - Provide an organizational chart of your company.
 - Describe in narrative form how each classification will be utilized under the project in the technical submittal.

- Include in Appendix O-Direct Labor Breakdown, the job classification of each classification of personnel which will be hired for the project, the number of hours for each job classification, per fiscal year. Appendix O-Direct Labor Breakdown will be utilized to evaluate your company's staffing projections and submitted with your company's technical response. No cost projections or references are allowed.
- Appendix D-Cost Submittal Worksheet will include Direct Labor Costs which shall be submitted as the separate Cost Submittal response and will be utilized to evaluate the cost portion of your company's response.
- How will the CSRs be recruited and hired? What approach will be used to ensure retention of CSRs?
- How will CSRs be trained; what will the training program include, and how will it be deployed?
- How will customer complaints be handled? Include complaints about a CSR or situations requiring escalated resolution.
- How will discrepancies and errors be handled when PennDOT notifies the Offeror there was a situation that was handled poorly or incorrectly by a CSR?
- How will data be gathered, analyzed and communicated?
- How will the Customer Call Center know it is performing at desired service levels?
- What will be key performance measures for the Customer Call Center?
- How will performance be monitored?
- How will performance be corrected?
- How will the Customer Call Center achieve customer access requirements?
- How will the Customer Call Center handle seasonal peaks?
- Explain how your proposed approach will be different if toll-free service is or is not used for the items listed above.

The Offeror may also offer additional recommendations that are within the scope of the project. The Offeror should list other offerings that the Offeror may, at the Department's discretion, make available beyond those specifically identified in this RFP to improve the efficiency or effectiveness or savings for the Customer Call Center. **Do not include in your technical response the costs for additional recommendations. The cost information on the rates for such services should be shown only in Appendix D-Cost Submittal Worksheet.**

PennDOT staff will be on site for a period of two weeks after the system becomes operational and during all phases of ramp-up to monitor and consult at the Offeror's location. The Offeror should specify what level of assistance is required (i.e., number of people, time and schedule).

The Offeror shall describe how it can meet the following conditions:

1. Staffing Requirements:

Key Positions-The Offeror will dedicate a full-time Customer Call Center Manager, Assistant Manager, and Training Coordinator to this project. These positions will be considered key. Additional roles may be identified by the Offeror and/or PennDOT. PennDOT will hold approval authority for all key positions. Describe the proposed management structure to support the Commonwealth contract. Include an illustrative/organizational chart that represents the proposed structure, along with specifics on the number of dedicated representatives expected, and the skills

required of the representatives. Provide the names, roles and resumes for the key people the Offeror is proposing for the dedicated manager positions including reporting relationships and the responsibilities of each position. Include the names and qualifications of those individuals selected to comprise the Customer Call Center implementation and operation team.

Key Position Vacancies-The Offeror must fill any key position vacancies within six weeks. If a position identified as key becomes vacant, the Offeror must appoint someone in an acting capacity immediately until the position is filled. PennDOT will hold approval authority for all key positions, acting and permanent. Key position employees cannot act simultaneously in other key positions within the company.

Removal of Personnel- PennDOT retains the right to order the removal of any Offeror personnel from this project, or from performing any service under this contract.

Criminal History Background Checks-At the expense of the Offeror, Pennsylvania State Police and national criminal history check must be obtained for anyone who may have access (direct or indirect) to PennDOT systems. The Pennsylvania State Police background checks are to be conducted via the Request for Criminal Record Check form obtained at <https://epatch.state.pa.us/Home.jsp>. The national checks are state level checks of all 50 states, commercially available. For more information on criminal history checks see Section IV-6-Criminal History Background Checks.

2. Certifications:

PennDOT Record Information Confidentiality Policy-All Offeror and subcontractor employees, who have been given authorized access to PennDOT's systems, shall adhere to PennDOT's Record Information Confidentiality Policy. The PennDOT Record Information Confidentiality Policy must be signed prior to the employee starting on the project and on an annual basis thereafter. After each signing, the Offeror must provide written confirmation to PennDOT that the policy was signed. See Appendix M-PennDOT Record Information Confidentiality Policy.

Customer Service Policy-PennDOT strives to provide outstanding customer service. To be specific, it is the expectation and each Offeror's responsibility to 1) be aware that customer satisfaction is important 2) to treat every customer with respect and dignity 3) to listen to customer concerns and feedback 4) to always be professional, polite and courteous to customers 5) to find ways to provide better service 6) to recover from mistakes and 7) to generally strive to exceed customers' expectations at every opportunity. All Offeror and subcontractor employees assigned to this project shall adhere to PennDOT's Customer Service Policy. The Customer Service Policy must be signed prior to the employee starting on the project and on an annual basis thereafter. After signing, the Offeror must provide written confirmation to PennDOT that the policy was signed. See Appendix L-Customer Service Policy.

Privacy-A Cross Cut shredder must be on-site for shredding of all personal customer information, prior to placing in garbage receptacles. All personal customer information must be shredded daily when no longer needed. Personal customer information includes, but is not limited to, the customers' address, vehicle and driver information, customer Social Security number, screen prints of customer information and employee notes that contain personal customer information. All Offeror and subcontractor employees assigned to this contract must

adhere to the Safety Administration Privacy Procedures Document. The Acknowledgement of Receipt of the Safety Administration Privacy Procedures Document must be signed prior to employee starting on the project and on an annual basis thereafter. After signing, the Offeror must provide written confirmation to PennDOT that the policy was signed. See Appendix N-Safety Administration Privacy Procedures Document. The Offeror must follow the same security policies and procedures that are followed at Commonwealth Data Centers. Any exceptions will be at PennDOT's sole discretion.

1. In its proposal, Offeror should list any incidents, negligent or intentional, wherein the secrecy or integrity of private data in the Offeror's possession or control was, or was alleged to be, compromised. The Offeror need not provide information if the release of such information would constitute material, non-public information, or if it would endanger an ongoing investigation, although Offeror may not misrepresent its record.

3. Training Requirements:

Electronic Desktop Training/Reference Materials-The Offeror shall describe how it intends to ensure the training/reference content is maintained in an up-to-date, accurate and efficient manner. The Offeror shall analyze the ability of CSRs to easily access and utilize this information to meet the quality performance measures stated in this RFP for accuracy, consistency, thoroughness, timeliness and responsiveness to callers' needs. If new information is provided by PennDOT, the CSR training/reference materials must be updated, and all CSRs must be trained on the new information within three business days unless otherwise advised by the PennDOT's Customer Call Center Program Manager. Please describe how the Offeror intends to ensure the training/reference materials, once updated, will be delivered back to PennDOT to download onto employee work stations.

PennDOT Staff Attending Offeror Training-Throughout the life of the Contract and at PennDOT's discretion, up to five PennDOT staff members may attend Offeror CSR training classes. More may attend if the Offeror is able to accommodate.

4. Service Level Requirements:

CSR Handled Call Requirement, Monday through Friday- CSRs will handle a weekly average of 8,900 customer telephone calls per day (Monday - Friday). This volume requirement will be set for weekly performance. Fluctuations may occur from day to day; however, at no time when there is sufficient demand of customer telephone calls may the number of customers helped by CSRs fall below 7,600 for the day (Monday - Friday). Refer to IV-5-Service Level Agreements Matrix.

E-Mail Response Requirement-All e-mails received must be answered within 48 hours. E-mails received after the close of business of the Customer Call Center, or anytime on Saturdays or Sundays, or any state holidays, as listed in the Commonwealth calendar, and other days at PennDOT's option will not be counted in this 48-hour timeframe and will be counted as being received the start of the next business day. E-mails received and associated responses must remain available for review for a minimum of six months. A majority of e-mails should be answered with automated pre-determined responses for general questions of a repetitive nature. Refer to IV-5-Service Level Agreements Matrix.

Systems/Services Availability-Automated services must be designed to achieve customer access requirements. Automated services are to include current IVR capabilities and scripts, ACD, mainframe connectivity e-mail, TDD etc. All automated services and systems must be in operation 24 hours a day, seven days a week for customers. All services and systems must perform as designed 99.8 percent of each month. (Except during pre-scheduled maintenance or other PennDOT approved downtime). The Offeror must submit a downtime report each month to PennDOT. Refer to IV-5-Service Level Agreements Matrix.

Forms Fulfillment-The Offeror will fulfill customer requests for forms and publications that are not available on the PennDOT Driver and Vehicle Services Web site. Requests for any available form or publications from customers who do not have access to this Web site will also be fulfilled. Requests are fulfilled within 24 hours either by fax or U.S. mail. Most forms can be downloaded from this Web site and photocopied to maintain a small supply on hand. The Customer Call Center is responsible for postage costs associated with customer mailings. At PennDOT's discretion, the Offeror may be required to use the Commonwealth's mailing contractor. The Offeror's automated system must include a service option for automated form faxback requests. In addition, the Customer Call Center will also fax copies of forms to customers when requested. Refer to Appendix K-Current Customer Call Center Operational Data.

Days of the Week/Hours of Operation/Holidays-The Offeror must propose operational hours for the Customer Call Center that assure weekly customer access requirements are met. The Department has identified weekday core business hours of 8 a.m. to 5 p.m., and these hours must be included in the Offeror's proposed hours. The CSRs must be available from the start time until the last caller in queue has been assisted. All automated services and systems must be in operation 24 hours a day, seven days a week for customers. The Offeror will be closed for all state holidays, as listed in the Commonwealth calendar. Additional closings or an increased or a reduced level of service may be allowed at the sole discretion of PennDOT. In case of inclement weather, the new supplier will remain fully operational, unless otherwise directed by PennDOT. Refer to Appendix K-Current Customer Call Center Operational Data.

Phone Call/E-mail Subcontracting-The Offeror may not subcontract the answering of phone calls or e-mails unless approved by PennDOT.

Call Production Quotas-The Offeror may not establish call production quotas (calls per hour, average call length, etc.) without the prior approval of DGS and PennDOT. Performance-based pay for staff may be permitted with DGS and PennDOT's written pre-approval of the criteria to be used in calculating such pay. DGS and PennDOT reserves the right to later withdraw any such approval granted.

Maintain required turn-around-times (TAT)-CSAs via telephone must be forwarded to the Department within 24 hours of receipt and 48 hours if sent via e-mail. Change of addresses must be completed within 48 hours of receipt of request. CSAs, change of address requests or e-mails received after the close of business of the Customer Call Center, or anytime on Saturdays or Sundays, or any state holidays, as listed in the Commonwealth calendar, and other days at PennDOT's option will be counted as being received the start of the next business day. The Department reserves the right to implement a faster turn-around-time for address changes during special situations such as deadlines for voter registration, but no service level agreements will be levied during these times. Refer to IV-5-Service Level Agreements Matrix.

5. Performance Requirements:

CSR Accuracy-The information CSRs provide to customers must be 99.5 percent accurate. The Offeror will observe a minimum of 10 customer contacts (by type-defined as driver licensing and motor vehicle) per month for every CSR. The methodology for selecting this sample must be approved by PennDOT. The Offeror shall identify the CSR for each call. PennDOT may conduct its own observations live or recorded to determine the accuracy rating for the Customer Call Center. The accuracy rate will be determined by totaling the number of quality checks from observations of CSR calls and dividing this total into the number of errors observed. Refer to IV-5-Service Level Agreements Matrix. The Offeror will host quarterly call monitoring calibration meetings to discuss all aspects of CSR responses including accuracy and standardization of responses.

The Offeror shall describe how it can record all calls and provide PennDOT with the ability to observe calls on a routine, unannounced basis at the Offeror's site as well as remotely (from Harrisburg or elsewhere within the Commonwealth). The recorded calls can be used to determine accuracy and also for training purposes. The observation process must be designed to allow PennDOT to be presented with the next answered call offered, or continuous calls of a specific CSR. The ability to monitor continuous calls for a specific call type must also be available. Call types will be at PennDOT's discretion and could change from time to time. PennDOT must be able to also observe responses made via e-mail or other automated customer contacts.

Access-The Offeror will describe how it can provide for the use of both technology and human intervention to respond to customer inquiries. Service Level Requirements are identified elsewhere in Task D-Operations. Access to information should primarily route customers to automated solutions with CSRs available to handle complex customer questions and individual-specific customer needs. Automated solutions are expected to focus on reducing call attempts and busy signals to the Customer Call Center. All customers using the automated system should be provided with an option to connect with a CSR if an inquiry is not satisfied. The Offeror must maintain for customers at least a 95 percent daily (Monday – Friday) CSR access rate. The access rate will be determined by totaling the busy signals and busy (exit) messages, subtracting that figure from the total number of customer attempts, and dividing that figure by the total number of customer attempts. This requirement will be set for weekly performance. Refer to IV-5-Service Level Agreements Matrix.

6. Call Management:

Average Speed of Answer-The time callers wait in queue before speaking with a CSR must average no more than four minutes for the week. The ASA for the week will be provided in a system report. The Offeror must provide reports on the length of time CSRs requesting assistance within the Customer Call Center must wait to connect with the Customer Call Center staff designated to provide that assistance (i.e. ASA for work leader assistance, help desk assistance, supervisor assistance, etc.) based on Offeror's structure. Offerors must describe how CSRs will request and obtain assistance from appropriate Offeror staff, and what average speed of answer will be maintained for this assistance. Refer to IV-5-Service Level Agreements Matrix.

Hold Time Limit-No more than a 60 second wait for a caller placed on hold after reaching a CSR will be acceptable. If the hold time requires a longer wait than the initial 60 seconds, the CSR must return to the caller every 60 seconds thereafter to reassure the customer the issue is still being researched.

Call Pattern Staffing-The Offeror will staff CSRs to match caller patterns. Currently, more customers call at the beginning of the week and at the beginning and end of the month. PennDOT reserves the right to set specific call volume requirements by day of week if it determines caller preferences are not being met. PennDOT may also set call volume requirements for the beginning or end of months. Any such additional volume requirements will be within the level of service purchased. PennDOT does not want the Customer Call Center to be over staffed, resulting in CSRs sitting idle awaiting the next call. Provide details on how you will match staff to call patterns.

Languages-The Offeror must have the ability to respond directly to customers in both English and Spanish. Of all CSR handled calls in 2008, approximately 1.4 percent were Spanish speaking calls. The Offeror must also utilize a translation service or explain how they will provide service to customers in languages other than English and Spanish. (The existing Customer Call Center assists approximately 800 customers during a year with languages other than Spanish.)

Text Telephone for Hearing Impaired-A text telephone for hearing impaired customers must be available to handle 100 percent of calls needing this device.

Wait-Time Message-Any callers routed to a queue before speaking with a CSR must receive a message advising what the expected wait-time will be before a CSR is available.

Monitoring/Recording Message-An appropriate message must inform callers that the call may be monitored or recorded. All customer calls must be recorded by the Offeror. The Offeror must save these recordings for at least three months from the date of the call.

Call Management Information System-The Offeror will provide the Department the ability to observe call traffic with customized real-time, Web-enabled access to the Offeror's call management information system. At a minimum, the Offeror must provide the Department with access to attempts, busy signals, ASA for CSRs, and longest hold time. Access to additional information may be requested by the Department. The Offeror is to provide any software necessary for up to two connections. One of these connections may be to the Web site for the purpose of advising customers of the expected call wait time in real time.

7. Service Changes and Modification Requirements:

Service Level Increases/Decreases-The Commonwealth reserves the right to negotiate cost increases or decreases with the successful Offeror. Negotiation may reflect the cost to either expand or decrease the level of service initially contracted.

Repairs/Upgrades-Any repairs and/or upgrades that may potentially affect customers must be made outside normal Customer Call Center business hours, unless otherwise approved by PennDOT.

IVR Modifications-Currently, the IVR must be able to communicate with an IBM mainframe utilizing a TN3270 session for communication. When the Department replaces the driver licensing and vehicle registration mainframe systems, the IVR will have to be modified to be compatible with the new driver's license and vehicle registration systems. The tentative timeframe for the new systems is unknown at this time. The Offeror should plan for monthly modifications as directed/approved by PennDOT.

Additional Queue Messages-Additional queue messages may be provided by the Department and recorded by the Offeror on a monthly basis. Currently, PennDOT provides as many as six new queue messages per month. The selected Offeror will have no more than two weeks to implement the new queue messages.

Scripting Approval-The Offeror must receive PennDOT approval on all automated messages, IVR script, changes to the system, or any other effort that impacts the Offeror's work.

Task E: Facility Disaster Recovery Plan-

The Offeror must maintain an emergency response plan to support continuity of operations during an emergency, including but not limited to a pandemic, customer threats, bomb threats etc. In addition, a disaster recovery plan must be developed and maintained by the Offeror to ensure recovery of system operations and services in the event of a major facility or simple equipment/trunk line failure. A disaster recovery plan must be submitted to PennDOT as part of the response to this RFP. No later than 30 days from the contract's Notice to Proceed from the Agency Purchase Order date and, under PennDOT's supervision, the Offeror must test the Disaster Recovery Plan to the satisfaction of PennDOT. The Disaster Recovery Plan must be updated and resubmitted to PennDOT by Jan. 8 of each year thereafter. The Offeror shall be required to provide and support the Disaster Recovery Plan in order to ensure the continued services required in this RFP. The Offeror must propose a disaster recovery/continuity plan that includes, but is not limited to, the following requirements:

- Returns the Customer Call Center to full operation over a 7-day period:
 - 25 percent within three working days.
 - 50 percent within five working days.
 - 100 percent within seven working days.
- A contingency hot site is not required to be part of this plan.
- An immediate (within one hour) telephone recorded message must be provided throughout the entire time that there is a reduced level of service when downtime is expected to last longer than one hour; customers must be given some indication that the service is experiencing difficulties that will soon be corrected.
- An anticipated time for customers to resume calling the Customer Call Center must be included in this emergency recording.
- Once service has resumed, the Offeror must handle all calls including any excess due to the shutdown of the Customer Call Center. This would be above the normal daily requirement of calls taken.
- A procedure must be in place for the Customer Call Center to notify PennDOT within 15 minutes of determining or being notified of any system-related issue that would impact the department's customers in any way. This would include, but is not limited to: telephone

systems, IVR, call recording systems, connection to PennDOT's mainframe or Web site. This information must also be documented in the Monthly Performance Report.

A system design that includes levels of redundancy, which may reduce the chances of such emergency shut-down or service reduction, will receive higher evaluations than those that do not incorporate any redundancy.

IV-4 REQUIRED REPORTS AND PROJECT CONTROL:

Reporting Requirements-

During the operation of the Customer Call Center, the following data is required. The reports must be sent electronically and contain the pertinent data and an analysis of the data from a business perspective.

Daily Reports (on the previous day's business includes daily and month-to-date numbers):

- Attempts
- Busy signals (toll and toll free)
- Busy messages
- Abandoned calls:
 - <4:00 minutes, > 4:00 minutes
- ASA (including ASA for CSR assistance of Help Desk/Supervisor/Manager)
- Average talk time per call
- Access rate
- Customers served combined total:
 - IVR customers served
 - CSR customers served:
 - CSR-handled calls
 - CSR-handled changes of address processed via recording
 - Total CSR-handled calls
- E-mail TAT met:
 - Number of e-mails that exceeded requirement
 - E-mail Response TAT back to customer
- Staffing:
 - Total Staff Time
 - Total Available Time
- **Weekly and Monthly Reports (includes the following daily results and any Service Level Agreement statistics):**
 - Automated Services:
 - TDD
 - IVR lookups (include percentage)
 - Fax backs
 - System and service downtime

- CSR:
 - Customers served by a CSR (include percentage)
 - E-mail responses (include percentage)
 - E-mail response TAT
 - Number of e-mails where TAT exceeded requirement

- Staffing:
 - Staffing-calculated as (Talk Time + Available Time + E-mail time / 7.5 Hours)
 - Total Staff Time, Total Available CSR Time
 - Average number calls per CSR

- Statistics:
 - Attempts
 - Busy signals
 - No CSR available messages
 - Access rate
 - Out-of-state calls
 - Exam scheduling calls
 - Unique callers

- Performance:
 - ASA (including ASA for CSR assistance of Help Desk/Supervisor/Manager)
 - Average CSR talk time
 - Accuracy
 - Abandoned Calls
 - Busy Messages

- **Monthly Reports:**
 - A monthly performance report analyzing daily calls and breakdown of all categories of the daily calls.
 - A system downtime report indicating a detailed description of what occurred and when. The report would also indicate the cause and what measures will be put into place to ensure it does not reoccur.
 - A monthly report that represents the top 99 calling numbers into all 800 numbers used for the PennDOT Customer Call Center.

- **Quarterly Reports:**

- A quarterly analysis and report which provides recommendations as to how to reduce the need to speak to a CSR.
- **Annual Reports:**
 - Certification that all annual checks are completed:
 - Criminal History Background,
 - Confidentiality Policy,
 - Customer Service Policy,
 - Safety Administration Privacy Procedures.
 - Selected Offeror's Financial Report
 - Certification Test evaluations
- **Other Reports:**
 - Weekly and monthly reports (as a minimum) to summarize and indicate the patterns and types of inquiries and services being requested by customers. Call types must be quantified. High numbers of calls or e-mails that show unusual activity must be brought to PennDOT's immediate attention.
 - Other reports and/or surveys as requested by PennDOT. The Commonwealth requires ad-hoc reports. These may be provided by electronic means and/or hard copy.

All reports and supporting documentation must be system generated, either directly from the Offeror's systems or directly from subcontractor's systems, including incoming call data.

Project Control-Upon being given a Notice to Proceed from the Agency Purchase Order the successful Offeror shall perform the following:

- A project start-up meeting prior to beginning actual work on the project will be held within one week of the Notice to Proceed from the Agency Purchase Order on contract work.
- From the Notice to Proceed from the Agency Purchase Order to full Customer Call Center operation, daily oral status reports on all start-up activities and schedule must be made to PennDOT's Customer Call Center Program Manager. A brief written status report and confirmation that the project is on schedule for a full system operation by Oct. 3, 2010, is required every week by close of business on Friday.
- Ongoing weekly status meetings during the operation of the Customer Call Center with PennDOT.
- PennDOT's Customer Call Center Program Manager will schedule all meetings and will select the location. It is anticipated that meetings will take place at the Offeror's Customer Call Center or PennDOT Central Office location.

- The Offeror is responsible for developing agendas and providing minutes for all meetings. Minutes are to be provided within 48 hours after the meetings to PennDOT Program Manager.
- An independent audited financial report of the selected prime Offeror will be required annually as described in part below:

Offeror Qualifications-

1. Provide a brief history of the company. Provide evidence of the company's financial stability and infrastructure by including the last three (3) years of audited or un-audited financial statements and/or tax returns including all supporting schedules (as attachments to the submission), number of employees, and parent company information.
2. Provide at least 3 current references and 2 past references of customers of comparable size. Include the following:
 - Account size in terms of dollars,
 - Contact person that managed the account,
 - Contact person's current e-mail, phone number and address,
 - Contract period for each reference.
3. How many contracts have been cancelled in the past five (5) years and what were the reasons for the cancellations? Has the company been suspended or debarred from any state business within the last 5-10 years or sued for non-performance or any payment made for non-performance? Has the company, or any of its key employees, been involved in any legal or regulatory actions involving fraud or misuse of data within the past 5 years?
4. Please describe experience providing driver and vehicle information and referral services in a call center setting comparable to the size and scope of the requirements described in this RFP. Explain Offeror's experience in implementing a customer call center with an integrated fulfillment request function as well as experience in implementing a call center that integrates with a client's existing fulfillment request system.
5. Provide a detailed description as to how the Offeror's background, experience, and structure will support the implementation of a customer call center. This information must include a description of the organization including facilities, current contracts and organization responsibilities, experience and/or current contracts with the public sector, number and types of employees and size and description of your customer base.
6. Explain what measures the Offeror will take to ensure HIPAA compliance and meet ADA requirements.

Type of Contract-

The Cost-Plus-Fixed-Fee-Contract resulting from this RFP will be a Not-to-Exceed Price Contract. The Offeror will be compensated for actual costs incurred plus a fixed fee, subject to a ceiling price. The fixed fee may be billed up to ten-percent (10%) of total direct labor

and labor overhead costs or less. The Offeror is responsible for any cost overruns of the contracted price. The Commonwealth retains any savings resulting from any cost under-runs.

Monthly Billing Statement-

The Offeror will submit monthly to PennDOT a certified detailed statement of actual expenditures including overhead and indirect charges, and profit with the following supporting documentation.

1. For the first six (6) months of the Contract-Copies of time sheets for all employees, copies of invoices and copies of any other documentation supporting expenditures.
2. For the remaining months of the Contract-A listing of employees and the hours charged to the Contract and copies of invoices where the expenditure amount is in excess of \$5,000.00. Offeror will retain all supporting documentation for this Contract period that was provided during the first six (6) months in the event PennDOT wishes to perform a review or audit.
3. Under separate cover from the monthly statement of expenditures, the Offeror will submit a progress report within 15 days after the end of each month. This progress report will include hours spent on the project. These records are for PennDOT purposes only.

Invoicing-

1. The Commonwealth will accept invoices for reimbursement only after CSRs begin taking phone calls for PennDOT.
2. The successful contractor will invoice actual costs for work completed in accordance with the contract up to the maximum amount of the contract.
3. Invoices must be submitted on a monthly basis and include both a summary invoice and itemized invoice. The invoice must include cost details for each of the categories on the Cost Proposal Template.
4. Backup documentation to support costs shall be provided to PennDOT as requested throughout the contract.
5. The contractor may not invoice the Commonwealth for commissions, bonuses, severance pay, promotional items, memberships, affiliations, local event participation and other costs not deemed by PennDOT to be necessary to running and managing the day to day operation of the Customer Call Center.

Do not include in your technical response to this section the costs for the services. The cost information on the rates for such services should be shown only in Appendix D-Cost Submittal Worksheet.

Economy of Presentation-

Economy of presentation should be followed during the creation of your proposal. It is strongly recommended that the body of a proposal containing a fair amount of mixed text and graphics should not contain more than 75 printed pages, while text heavy proposals should generally not exceed 60 pages. There are no requirements as to font size or spacing, but overly small, narrowly spaced text is discouraged. Vendors should also be aware that members of the evaluation team have the option to view a proposal entirely online, and files that are too large may render incorrect or slowly. Exhibits and additional documentation does not count against these page totals, but will still impact total file size. Care should be taken to keep the submission to below 25 Megs if possible.

Sub-Contractors-

All subcontracts must first be approved by the Commonwealth and identified in the technical response. Any and all corporate or other business relationships between the contractor or the contractor's officers and employees and the subcontractor or the subcontractor's officers and employees must be disclosed to the Commonwealth in the proposal. The Commonwealth reserves the right, in its sole discretion, to reject any proposed subcontractor.

IV-5 SERVICE LEVEL AGREEMENTS MATRIX (Details about the methodology used for service level agreements are given in Appendix G-Service Level Agreements):

The selected Offeror shall adhere to a set of minimum service levels and shall agree to incur service-level damages, including liquidated damages, if Service Level Requirements are not fulfilled. The selected Offeror and the Commonwealth agree that if a service level is not met, the failure will interfere with the operation of the Commonwealth's program and will result in damages to the Commonwealth. Where those damages are not otherwise clearly calculable (as in the overpayment of a claim) and able to be reimbursed as direct or consequential damages, it is otherwise impractical and extremely difficult to fix the actual damage sustained. The Commonwealth and the selected Offeror therefore presume, in the event of any failure to meet a service level, the amount of damages which will be sustained from the failure will be the amount listed as liquidated damages as specified below, and that the selected Offeror shall pay such amount as liquidated damages and not as a penalty. The assessments are not mutually exclusive; more than one may be assessed at a time.

The Commonwealth, at its option, for amounts due the Commonwealth as service-level damages, may deduct the amounts from any money payable to the selected Offeror, or may bill the selected Offeror as a separate item. The Commonwealth shall notify the selected Offeror in writing before deducting such sums from money payable to the selected Offeror. Delivery to the Commonwealth of a product or service that is rejected by the Commonwealth shall not toll the running of the days for purposes of determining the amount of liquidated damages.

REQUIREMENT	TRIGGER	ASSESSMENT
1. CSR Handled Call Requirement, Monday-Friday	Failure to meet the weekly average of 8,900 CSR handled calls per day or failure to meet a minimum of 7,600 or other volumes if negotiated on any given day when there is sufficient demand.	\$7.50 per customer not served up to the required amounts.
2. CSR Access Rate	Failure to meet the weekly average CSR access rate of 95 percent.	\$7.50 per customer not able to be served by a CSR below the 95 percent access requirement.
3. CSR Accuracy	Failure to meet the monthly call accuracy rating of 99.5 percent.	\$7.50 for each misinformed customer.
4. E-Mail Requirement	All e-mails responded to within a 48-hour turnaround time.	\$7.50 per e-mail not responded to within the 48-hour turnaround time.
5. Systems/Services Availability	Failure to keep all systems/services operational 99.8 percent of each month.	\$3.25 for each customer that was likely affected (historical volumes to be used if exact data is not available).
6. Average Speed of Answer	The requirement is that the time customers wait in queue (ASA) before speaking to a CSR must average no more than four minutes for the week.	\$5,000 per week for any week with an ASA over four minutes.
7. Change of Address	Failure to complete all changes of address requests within 48-hours of receipt of request.	\$7.50 for each change of address not completed within 48-hours.

IV-6 CRIMINAL HISTORY BACKGROUND CHECKS:

The Offeror must, at its expense, obtain a Pennsylvania State Police background check in addition to a PennDOT-approved national background check on all Customer Call Center personnel employed in the Customer Call Center facility, along with other staff (if applicable) who have access to the facility during non-operational hours. This includes employees, as well as employees of any of its subcontractors, who will have access to Commonwealth IT facilities or data, either through on-site access or through remote access. The background checks must be conducted prior to initial access and on an annual basis thereafter. All Criminal Record Check Reports for initial access must be submitted to the Department for final written approval. In the event a criminal history is found, the Offeror must furnish the facts and secure Department approval before hiring or utilizing the person involved and must submit a copy of the Criminal Record Check Reports. The Department takes the position that anyone convicted of a criminal offense is not necessarily barred from employment by the Offeror in all cases. Each case will be considered on its own merits. However, under no circumstance shall a person work within the Customer Call Center before the criminal history checks are completed or before a person who has a previous criminal history is approved by the Department. If an annual criminal background check reveals a criminal history exists, the Department may withdraw previously granted approval.

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

The Department reserves the right to require removal of all individuals who are employed in any capacity by the Customer Call Center for this contract. The Department reserves the right to require the Customer Call Center remove any individual from performing any service under this contract. This includes janitorial staff. The Customer Call Center shall set up computer terminals in such a manner that the screens are not accessible to any individual who is not employed by the Customer Call Center or as an approved subcontractor. Employees and other individuals without criminal background checks in place should not have access to or be able to view any screens that may contain customer's driver or vehicle records and personal information. Anyone with access to the Customer Call Center facilities, where computers are visible, must have the approved background check in place prior to being permitted entrance. This includes visitors, janitorial staff, delivery personnel, etc. The exception would be PennDOT personnel, or any person approved by the Department. If federal requirements dictate more extensive checks including but not limited to FBI Fingerprint-based checks, the Offeror will be required to comply.

APPENDIX B
DOMESTIC WORKFORCE UTILIZATION
FORM

APPENDIX B
DOMESTIC WORKFORCE UTILIZATION CERTIFICATION (07/24/09)

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

I, _____ [title] of _____ [name of Contractor] a _____ [place of incorporation] corporation or other legal entity, ("Contractor") located at _____ [address], having a Social Security or Federal Identification Number of _____, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check one of the boxes below):

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

OR

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

[Use additional sheets if necessary]

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

Attest or Witness:

Corporate or Legal Entity's Name

Signature/Date

Signature/Date

Printed Name/Title

Printed Name/Title

APPENDIX C
PROPOSAL COVER SHEET

APPENDIX C - PROPOSAL COVER SHEET

DEPARTMENT OF GENERAL SERVICES FOR PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

RFP# 6100013048

Enclosed are three (3) separately attached submittals in 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	

Submittals Separately Attached:	
<input type="checkbox"/>	Technical Submittal
<input type="checkbox"/>	Disadvantaged Business Submittal
<input type="checkbox"/>	Cost Submittal

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

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

Offeror Instructions:

Offerors shall respond with prices on all components highlighted in yellow on each tab of the spreadsheet. This project will involve cost over more than one year; cost shall be broken down by fiscal year (July 1 through June 30), as the spreadsheet is designed. All formula's in the spreadsheet must remain. Changes will not be accepted.

Base of 7,600 calls per day and a weekly average of 8,900 CSR handled calls per day, ASA minutes, with Toll-Free (Option A) AND Toll (Option B) number option.

Cost Input: Offerors can only enter costs with up to two (2) decimals. If it will be free of charge, enter 0.00.

Please be specific as to actual cost of all items. No other charges will apply.

Travel reimbursement will be per Commonwealth of Pennsylvania, Management Directive, Amended.

Invoicing for payment cannot begin until the 1st actual call is taken, which should be by August of 2010.

Base Cost Summary: These will automatically summarize from the costs input on the other tabs of the spreadsheet. **No input required.**

Task E - Disaster Recovery recommendations and cost shall be submitted for review but will not be part of the cost evaluation. PennDOT will negotiate the final disaster recovery costs that they wish to have implemented along with costs during negotiations with the Offeror.

Task Component Breakdown: These will automatically summarize from the Task Component Detail and are broken down by fiscal year. **No input required.**

Task Component Breakdown Detail: Enter the detailed costs by category. Add additional costs needed under each section in yellow only so that formula's calculate. The cost of all Voice, Hardware, Software, Furnishings, etc. Ongoing costs only shall be included with cost information. **Do NOT include start-up costs.**

Subcontractor Costs. Itemize with the same level of detail as the Offeror.

Costs of Supplies and Materials. Itemize.

Other Direct Costs. Itemize.

Other Overhead Costs. Specify what is included and rate used. Competitive rates for facility expenses such as leasing must be demonstrated to ensure the best value for the Commonwealth. The time of proposal for the life of the contract.

No Personnel costs shall be included on the above tabs.

Labor Cost Summary: The direct labor costs will automatically calculate from the costs in the Direct Labor Cost Breakdown Information input. Labor Overhead and Fee/Profit percent must be input. See additional instructions on the sheet.

Toll Free and Toll Breakdowns (2 tabs): Enter the number of positions for each job title. Enter the cost for each fiscal year. Enter the number of hours per person, the pay rate per classification, and the benefit cost percentage for the classification for each fiscal year. If additional lines are needed, please add them. If specific job titles will have different number of hours or are part-time, list separately and indicate accordingly. **Do not include start up Labor Costs.**

START UP COSTS

Start Up Summary: These costs are only for costs relative to the start up and to begin implementation of the contract. The Summary at the top will populate as the fiscal year code entered below in the yellow highlighted areas. These costs should not be included in any spreadsheet data or costs.

Start Up Detail: This is the detail to provide for the Start Up costs. Add additional lines as needed in the yellow lines only so that formula's will calculate correctly. Detail out all purchases for Data, Hardware, Software, Furnishings, etc. that will be procured at the Implementation of contract. (Enter same as Task Component Breakdown detail above).

Start Up Labor Detail: Input personnel costs related to the Start Up of the contract.

TASK COMPONENT BREAKDOWN

FY 09/10 (Start 4/1/10 - 6/30/10)						
(Option A) TOLL FREE						(Option B)TOLL
Contract Year FY 09/10 (Start 4/1/10)	Subcontractor Costs	Supplies and Materials	Other Direct Costs	Other Overhead	Total	Cost Savings With Toll (Option B)
Task A-Systems Installation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task B-CSR and Supervisor Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task C-Systems and Operational Testing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task D-Operations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task E-Facility Disaster Recovery Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL OPTION A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
(Option B)						
Cost Savings With Toll (Option B)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
TOTAL OPTION B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
FY 10/11 (7/1/10 - 6/30/11) OPTION A						(Option B)
Contract Year FY 10/11	Subcontractor	Supplies and Materials	Other Direct Costs	Other Overhead	Total	Cost Savings With Toll (Option B)
Task A-Systems Installation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task B-CSR and Supervisor Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task C-Systems and Operational Testing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task D-Operations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task E-Facility Disaster Recovery Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL OPTION A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
(Option B)						
Cost Savings With Toll (Option B)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
TOTAL OPTION B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

TASK COMPONENT BREAKDOWN

FY 11/12 (7/1/11 - 6/30/12) OPTION A						(Option B)
Contract Year FY 11/12	Subcontractor	Supplies and Materials	Other Direct Costs	Other Overhead	Total	Cost Savings With Toll (Option B)
Task A-Systems Installation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task B-CSR and Supervisor Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task C-Systems and Operational Testing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task D-Operations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task E-Facility Disaster Recovery Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL OPTION A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
(Option B)						
Cost Savings With Toll (Option B)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
TOTAL OPTION B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
FY 12/13 (7/1/12 - 6/30/13) OPTION A						(Option B)
Contract Year FY 12/13	Subcontractor	Supplies and Materials	Other Direct Costs	Other Overhead	Total	Cost Savings With Toll (Option B)
Task A-Systems Installation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task B-CSR and Supervisor Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task C-Systems and Operational Testing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task D-Operations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task E-Facility Disaster Recovery Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL OPTION A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
(Option B)						
Cost Savings With Toll (Option B)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
TOTAL OPTION B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

TASK COMPONENT BREAKDOWN

FY 13/14 (7/1/13 - 6/30/14) OPTION A						(Option B)
Contract Year FY 13/14	Subcontractor	Supplies and Materials	Other Direct Costs	Other Overhead	Total	Cost Savings With Toll (Option B)
Task A-Systems Installation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task B-CSR and Supervisor Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task C-Systems and Operational Testing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task D-Operations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task E-Facility Disaster Recovery Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL OPTION A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
(Option B)						
Cost Savings With Toll (Option B)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
TOTAL OPTION B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
FY 14/15 (7/1/14 - 3/31/15) OPTION A						(Option B)
Contract Year FY 14/15 (End 3/31/15)	Subcontractor	Supplies and Materials	Other Direct Costs	Other Overhead	Total	Cost Savings With Toll (Option B)
Task A-Systems Installation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task B-CSR and Supervisor Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task C-Systems and Operational Testing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task D-Operations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task E-Facility Disaster Recovery Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL OPTION A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
(Option B)						
Cost Savings With Toll (Option B)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
TOTAL OPTION B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

**TASK COMPONENT BREAKDOWN
DETAIL**

FY 09/10

PennDot Customer Service Call Center Cost Submittal

Ongoing Costs (DO NOT include Start Up Costs)

TASK A Systems Installation

Subcontractor Costs	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Supplies and Materials	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Other Direct Costs	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Other Overhead	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Sub-Total A		\$0.00	\$0.00

**TASK COMPONENT BREAKDOWN
DETAIL**

TASK B - CSR and Supervisor Training

Subcontractor Costs	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Supplies and Materials	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Other Direct Costs	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Other Overhead	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00
Subtotal Task B	\$0.00	\$0.00

**TASK COMPONENT BREAKDOWN
DETAIL**

TASK C - Systems and Operational Testing

Subcontractor Costs	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Supplies and Materials	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Other Direct Costs	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Other Overhead	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Subtotal	Task C		\$0.00	\$0.00
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**TASK COMPONENT BREAKDOWN
DETAIL**

TASK D - Operations

Subcontractor Costs	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Supplies and Materials	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Other Direct Costs	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Other Overhead	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Subtotal	Task D		\$0.00	\$0.00
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**TASK COMPONENT BREAKDOWN
DETAIL**

TASK E - Facility Disaster Recovery Plan

Subcontractor Costs	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Supplies and Materials	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Other Direct Costs	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Other Overhead	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Subtotal	Task E		\$0.00	\$0.00
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TASK COMPONENT BREAKDOWN
DETAIL

FY 10/11

PennDot Customer Service Call Center Cost Submittal

Ongoing Costs (DO NOT include Start Up Costs)

TASK A Systems Installation

Subcontractor Costs	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00

**TASK COMPONENT BREAKDOWN
DETAIL**

Supplies and Materials	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00

Other Direct Costs	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00

Other Overhead	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00

Sub-Total A		\$0.00	\$0.00

TASK B - CSR and Supervisor Training

Subcontractor Costs	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00

Supplies and Materials	Cost Under Option A	Cost Under Option B

TASK COMPONENT BREAKDOWN

DETAIL

Total	\$0.00	\$0.00
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Other Direct Costs	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00

Other Overhead	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00
Subtotal Task B	\$0.00	\$0.00

TASK C - Systems and Operational Testing

Subcontractor Costs	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00

Supplies and Materials	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00

Other Direct Costs	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00

**TASK COMPONENT BREAKDOWN
DETAIL**

Other Overhead		Cost Under Option A	Cost Under Option B
Total		\$0.00	\$0.00
Subtotal	Task C	\$0.00	\$0.00

TASK D - Operations		Cost Under Option A	Cost Under Option B
Subcontractor Costs			
Total		\$0.00	\$0.00

Supplies and Materials		Cost Under Option A	Cost Under Option B
Total		\$0.00	\$0.00

Other Direct Costs		Cost Under Option A	Cost Under Option B
Total		\$0.00	\$0.00

Other Overhead		Cost Under Option A	Cost Under Option B
Total		\$0.00	\$0.00
Subtotal	Task D	\$0.00	\$0.00

TASK COMPONENT BREAKDOWN
DETAIL

TASK E - Facility Disaster Recovery Plan

Subcontractor Costs	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00

Supplies and Materials	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00

Other Direct Costs	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00

Other Overhead	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00

Subtotal	Task E		\$0.00	\$0.00
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FY 11/12

PennDot Customer Service Call Center Cost Submittal

Ongoing Costs (DO NOT include Start Up Costs)

TASK A Systems Installation

Subcontractor Costs	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)

TASK COMPONENT BREAKDOWN

DETAIL

Total		\$0.00	\$0.00

TASK COMPONENT BREAKDOWN

DETAIL

Supplies and Materials	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Other Direct Costs	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Other Overhead	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Sub-Total A	\$0.00	\$0.00
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TASK B - CSR and Supervisor Training

Subcontractor Costs	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Supplies and Materials	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)

TASK COMPONENT BREAKDOWN

DETAIL

Total	\$0.00	\$0.00
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Other Direct Costs	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Other Overhead	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00
Subtotal Task B	\$0.00	\$0.00

TASK C - Systems and Operational Testing

Subcontractor Costs	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Supplies and Materials	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Other Direct Costs	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

**TASK COMPONENT BREAKDOWN
DETAIL**

Other Overhead		Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total		\$0.00	\$0.00
Subtotal	Task C	\$0.00	\$0.00

TASK D - Operations		Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Subcontractor Costs			
Total		\$0.00	\$0.00

Supplies and Materials		Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total		\$0.00	\$0.00

Other Direct Costs		Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total		\$0.00	\$0.00

Other Overhead		Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total		\$0.00	\$0.00
Subtotal	Task D	\$0.00	\$0.00

TASK COMPONENT BREAKDOWN
DETAIL

TASK E - Facility Disaster Recovery Plan

Subcontractor Costs	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Supplies and Materials	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Other Direct Costs	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Other Overhead	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Subtotal	Task E		\$0.00	\$0.00
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FY 12/13

PennDot Customer Service Call Center Cost Submittal

Ongoing Costs (DO NOT include Start Up Costs)

TASK A Systems Installation

Subcontractor Costs	Cost Under Option A	Cost Under Option B

TASK COMPONENT BREAKDOWN

DETAIL

Total		\$0.00	\$0.00

**TASK COMPONENT BREAKDOWN
DETAIL**

Supplies and Materials	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00

Other Direct Costs	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00

Other Overhead	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00

Sub-Total A	\$0.00	\$0.00

TASK B - CSR and Supervisor Training

Subcontractor Costs	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00

Supplies and Materials	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00

**TASK COMPONENT BREAKDOWN
DETAIL**

Other Direct Costs	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00

Other Overhead	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00
Subtotal Task B	\$0.00	\$0.00

TASK C - Systems and Operational Testing

Subcontractor Costs	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00

Supplies and Materials	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00

Other Direct Costs	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00

**TASK COMPONENT BREAKDOWN
DETAIL**

Other Overhead		Cost Under Option A	Cost Under Option B
Total		\$0.00	\$0.00
Subtotal	Task C	\$0.00	\$0.00

TASK D - Operations

Subcontractor Costs		Cost Under Option A	Cost Under Option B
Total		\$0.00	\$0.00

Supplies and Materials		Cost Under Option A	Cost Under Option B
Total		\$0.00	\$0.00

Other Direct Costs		Cost Under Option A	Cost Under Option B
Total		\$0.00	\$0.00

Other Overhead		Cost Under Option A	Cost Under Option B
Total		\$0.00	\$0.00
Subtotal	Task D	\$0.00	\$0.00

TASK E - Facility Disaster Recovery Plan

**TASK COMPONENT BREAKDOWN
DETAIL**

Subcontractor Costs		Cost Under Option A	Cost Under Option B
Total		\$0.00	\$0.00

Supplies and Materials		Cost Under Option A	Cost Under Option B
Total		\$0.00	\$0.00

Other Direct Costs		Cost Under Option A	Cost Under Option B
Total		\$0.00	\$0.00

Other Overhead		Cost Under Option A	Cost Under Option B
Total		\$0.00	\$0.00

Subtotal	Task E		\$0.00	\$0.00
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FY 13/14

PennDot Customer Service Call Center Cost Submittal
 Ongoing Costs (DO NOT include Start Up Costs)
TASK A Systems Installation

Subcontractor Costs		Cost Under Option A (Toll Free)	Cost Under Option B (Toll)

**TASK COMPONENT BREAKDOWN
DETAIL**

Total	\$0.00	\$0.00

Supplies and Materials	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Other Direct Costs	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Other Overhead	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00
	\$0.00	\$0.00

TASK B - CSR and Supervisor Training

Subcontractor Costs	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Supplies and Materials	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)

**TASK COMPONENT BREAKDOWN
DETAIL**

Total	\$0.00	\$0.00

Other Direct Costs	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Other Overhead	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00
Subtotal Task B	\$0.00	\$0.00

TASK C - Systems and Operational Testing

Subcontractor Costs	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Supplies and Materials	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Other Direct Costs	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)

**TASK COMPONENT BREAKDOWN
DETAIL**

Total	\$0.00	\$0.00

Other Overhead	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00
Subtotal Task C	\$0.00	\$0.00

TASK D - Operations

Subcontractor Costs	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Supplies and Materials	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Other Direct Costs	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Other Overhead	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

TASK COMPONENT BREAKDOWN
DETAIL

Subtotal	Task D		\$0.00	\$0.00
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TASK E - Facility Disaster Recovery Plan

Subcontractor Costs	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Supplies and Materials	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Other Direct Costs	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Other Overhead	Cost Under Option A (Toll Free)	Cost Under Option B (Toll)
Total	\$0.00	\$0.00

Subtotal	Task E		\$0.00	\$0.00
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FY 14/15

PennDot Customer Service Call Center Cost Submittal
Ongoing Costs (DO NOT include Start Up Costs)

TASK A Systems Installation

Subcontractor Costs	Cost Under Option A	Cost Under Option B

TASK COMPONENT BREAKDOWN

DETAIL

Total **\$0.00** **\$0.00**

Supplies and Materials **Cost Under Option A** **Cost Under Option B**

Total **\$0.00** **\$0.00**

Other Direct Costs **Cost Under Option A** **Cost Under Option B**

Total **\$0.00** **\$0.00**

**TASK COMPONENT BREAKDOWN
DETAIL**

Other Overhead	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00
Subtotal Task A	\$0.00	\$0.00

TASK B - CSR and Supervisor Training		
Subcontractor Costs	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00

Supplies and Materials	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00

Other Direct Costs	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00

Other Overhead	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00

TASK COMPONENT BREAKDOWN

DETAIL

Subtotal	Task B	\$0.00	\$0.00
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TASK C - Systems and Operational Testing

Subcontractor Costs	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00

Supplies and Materials	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00

Other Direct Costs	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00

Other Overhead	Cost Under Option A	Cost Under Option B
Total	\$0.00	\$0.00

Subtotal	Task C	\$0.00	\$0.00
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TASK D - Operations

Subcontractor Costs	Cost Under Option A	Cost Under Option B

TASK COMPONENT BREAKDOWN

DETAIL

Total		\$0.00	\$0.00
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Supplies and Materials		Cost Under Option A	Cost Under Option B
Total		\$0.00	\$0.00

Other Direct Costs		Cost Under Option A	Cost Under Option B
Total		\$0.00	\$0.00

Other Overhead		Cost Under Option A	Cost Under Option B
Total		\$0.00	\$0.00

Subtotal	Task D		\$0.00	\$0.00
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TASK E - Facility Disaster Recovery Plan

Subcontractor Costs		Cost Under Option A	Cost Under Option B
Total		\$0.00	\$0.00

Supplies and Materials		Cost Under Option A	Cost Under Option B
Total		\$0.00	\$0.00

**TASK COMPONENT BREAKDOWN
DETAIL**

Other Direct Costs		Cost Under Option A	Cost Under Option B
Total		\$0.00	\$0.00

Other Overhead		Cost Under Option A	Cost Under Option B
Total		\$0.00	\$0.00
Subtotal	Task E	\$0.00	\$0.00

Labor Cost Summary For Toll-Free Option A

ITEM	FISCAL YEAR 9/10 (Start 4/1/10)	FISCAL YEAR 10/11	FISCAL YEAR 11/12	FISCAL YEAR 12/13	FISCAL YEAR 13/14	FISCAL YEAR 14/15 (End 3/31/15)	Total
Direct Labor	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Labor Overhead %							
Fee/Profit % (If applicable)							
TOTAL LABOR COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Offeror Information:

Labor OverHead Cost: (Specify below what is included)

Labor Cost Summary For Toll Option B

ITEM	FISCAL YEAR 9/10 (Start 4/1/10)	FISCAL YEAR 10/11	FISCAL YEAR 11/12	FISCAL YEAR 12/13	FISCAL YEAR 13/14	FISCAL YEAR 14/15 (End 3/31/15)	Total
Direct Labor	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Labor Overhead %							
Fee/Profit % (If applicable)							
TOTAL LABOR COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Offeror Information:

Labor Over Head Cost: (Specify below what is included)

Fee or Profit: (If applicable). Percentage up to ten percent (10%) of the total direct labor and labor overhead. The prime contractor cannot use the labor and overhead costs of subcontractors as a base for the calculation of the fixed fee. Subcontractors must agree to calculate their fixed fee with the same percentage or less. Indicate the percentage to be applied to direct labor and labor overhead costs to determine fee/profit.

DIRECT LABOR COST BREAKDOWN

Detailed Cost Breakdown for Labor Costs Using a Toll Option

If labor costs are the same as for a toll-free option, please CLICK an x here:

<- Clicking this will run a macro that will copy and paste data from the Toll-Free Labor Breakdown Sheet

You must enable macros to run this

Job Classification	Number of Positions	FY 9/10 (Start 4/1/10)				Number of Positions	FY 10/11				Number of Positions	FY 11/12				Number of Positions	FY 12/13				Number of Positions	FY 13/14				Number of Positions	FY 14/15 (End 3/31/15)								
		Number of Hours	Rate per Hour	Benefit Costs % (Labor Overhead)	Total Fiscal Year Cost		Number of Hours	Rate per Hour	Benefit Costs % (Labor Overhead)	Total Fiscal Year Cost		Number of Hours	Rate per Hour	Benefit Costs % (Labor Overhead)	Total Fiscal Year Cost		Number of Hours	Rate per Hour	Benefit Costs % (Labor Overhead)	Total Fiscal Year Cost		Number of Hours	Rate per Hour	Benefit Costs % (Labor Overhead)	Total Fiscal Year Cost		Number of Hours	Rate per Hour	Benefit Costs % (Labor Overhead)	Total Fiscal Year Cost					
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START UP DETAIL

PennDot Customer Service Call Center Cost Submittal

(If you need more space, use Start Up Detail Additional Space total cost here. Use Categories here in other sheet.

TASK A Systems Installation

Subcontractor Costs

Cost Under Option A (Toll-Free)

Total **\$0.00**

Supplies and Materials

Cost Under Option A

Total **\$0.00**

Other Direct Costs

Cost Under Option A

Total **\$0.00**

Other Overhead

Cost Under Option A

Total **\$0.00**

Sub-Total A		\$0.00

TASK B - CSR and Supervisor Training

Subcontractor Costs	Cost Under Option A
Total	\$0.00

Supplies and Materials	Cost Under Option A
Total	\$0.00

Other Direct Costs	Cost Under Option A
Total	\$0.00

Other Overhead	Cost Under Option A
Total	\$0.00
Subtotal Task B	\$0.00

TASK C - Systems and Operational Testing

Subcontractor Costs		Cost Under Option A
Total		\$0.00

Supplies and Materials		Cost Under Option A
Total		\$0.00

Other Direct Costs		Cost Under Option A
Total		\$0.00

Other Overhead		Cost Under Option A
Total		\$0.00

Subtotal	Task C	\$0.00
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TASK D - Operations

Subcontractor Costs		Cost Under Option A
Total		\$0.00

Supplies and Materials		Cost Under Option A
Total		\$0.00

Other Direct Costs		Cost Under Option A
Total		\$0.00

Other Overhead		Cost Under Option A
Total		\$0.00

Subtotal	Task D		\$0.00
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TASK E - Facility Disaster Recovery Plan

Subcontractor Costs		Cost Under Option A
Total		\$0.00

Supplies and Materials		Cost Under Option A
Total		\$0.00

Other Direct Costs		Cost Under Option A
Total		\$0.00

Other Overhead		Cost Under Option A
Total		\$0.00

Subtotal	Task E		\$0.00
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tab for the description, and list the
Cost Under Option B (Toll)
\$0.00

Cost Under Option B
\$0.00

Cost Under Option B
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Cost Under Option B
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Cost Under Option B	
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Cost Under Option B	
	\$0.00

Cost Under Option B	
	\$0.00

Cost Under Option B	
	\$0.00
	\$0.00

APPENDIX E
LOBBYING CERTIFICATION FORM

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under *Section 1352, Title 31, U. S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

SIGNATURE: _____

TITLE: _____

DATE: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: ^{4c}	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

APPENDIX F
CUSTOMER SERVICE
REPRESENTATIVES' DUTIES

Customer Service Representatives' Duties

Represents the Commonwealth and provides public service by responding to a wide variety of inquiries regarding all aspects of the Bureau of Motor Vehicles (BMV) and the Bureau of Driver Licensing (BDL). This includes being responsible for maintaining a positive image of PennDOT to the public while disseminating thorough, complete and accurate information, in a professional manner.

Duties for the job include processing of complex information in a variety of functions while utilizing PennDOT reference material and available systems. Work involves the application of independent judgment and making independent decisions concerning the process to be followed, the appropriateness or confidentiality of the information to be processed, and the actions to be taken within the confines of BMV or BDL policies, regulations, and procedures. Customer Service Representatives (CSRs) must have the ability to use discretion and judgment in dispensing information, which may be susceptible to misunderstanding or misuse. A focus on customer satisfaction guides CSR interactions with the customer. CSRs listen affectively, ask probing questions and communicate in clear and understandable terms to the customers. CSRs determine the customers' desired product or service and provide thorough direction even when that desired product or service has not been specifically identified by the customers' questions.

This position requires the performance of decision-making activities, which are control oriented. Work includes unpredictable and random customer inquiries requiring choices between different procedures to be followed. Duties involve responding to questions presented, and drawing out information from the customers to determine the appropriateness of information being provided. CSRs require the ability to make independent determinations on the best possible resolution to customers' problems.

CSRs handle all BDL/BMV telephone, e-mails, and internet inquiries. Processing of e-mail or other correspondence will require knowledge of English, grammar, spelling, and punctuation for the purpose of writing or adjusting written materials. Employees must have the ability to compose correspondence of inquiry or explanation relating to a problem, request, or program need by surveying the nature of the item and determining the course of action to execute the presentation. Ability to read, comprehend and knowledge of the techniques applied in using the dictionary, Vehicle Code and other technical reference is required.

- Maintains knowledge of specialized procedures and practices which relate to work processes.
- Uses office equipment utilized in the operation such as: personal computer, telephone, photocopier and fax machines.
- Adds, subtracts, multiplies, divides and performs arithmetic calculations involving monetary units.
- Understands and follows oral and written instructions, which explain the work objectives, and general guidelines that require independent decision making on the most appropriate procedures to be followed in varied courses of action.
- Determines when the needs of the customer are not being recognized and takes independent action to resolve potential conflict situations.
- Presents a professional and courteous image to represent customer focused PennDOT standards.
- Identifies customer's needs and interprets the Motor Vehicle Code, policies and procedures to the customer's level of comprehension.
- Stays current on all job related policies, procedures, regulations and customer information.
- Acts with integrity and professionalism at all times.

- Formulates responses to all questions from customers regarding BMV and BDL to assure customer understanding.
- Shows empathy for customer's problems and resolves by taking appropriate action as necessary. Researches and resolves customer disputes and inquiries.
- Uses all BMV and BDL procedures and transactions to satisfy customer inquiries regarding titling, registration, licensing, and sanctions.
- Reads and navigates through over 100 computer screens in the using PennDOT mainframe, Web and other PennDOT systems.
- Understands customers needs quickly and develops appropriate responses.
- Uses proactive listening skills and attends to non-verbal cues to better understand the customer perspectives, behaviors, and motivations.
- Determines who should receive and when to give information based on confidentiality laws.
- Provides process, customer service and training improvement suggestions.
- Recognizes opportunities for self-development and shares training needs when more program or informational knowledge is required to better assist customers.
- Alerts PennDOT to errors occurring in work processing.
- Composes and types messages in a clear and concise manner, informing PennDOT processing areas of a customer problem so that the problem may be researched and corrected. CSR succinctly organizes the customer's request so the processing area can readily correct the problem.
- Processes information on customers' records (schedules driver exams, change of address, replacement license products that were returned to PennDOT unclaimed, and performs some data entry). Prepares the necessary records for the tracking of these transactions when performed.
- Schedules and cancels exams for customers. Determines exactly which exams the customer may need.
- Mails, faxes, and e-mails forms, pamphlets, brochures, manuals, and other PennDOT material as appropriate.
- Maintains strong written and verbal communication skills.
- Clearly communicates complex business issues in order to adequately and completely respond to customer inquiries.
- Applies effective and empathetic listening in conversations with customers.
- Remains calm and professional throughout stressful circumstances.

APPENDIX G
SERVICE LEVEL AGREEMENTS (SLAs)

REQUIREMENT	TRIGGER	ASSESSMENT
1. CSR Handled Call Requirement, Monday-Friday	Failure to meet the weekly average of 8,900 CSR handled calls per day or failure to meet a minimum of 7,600 or other volumes if negotiated, on any given day when there is sufficient demand.	\$7.50 per customer not served up to the required amounts.

Should the Contractor fail to meet the weekly average of 8,900 CSR handled calls per day, and/or failure to meet a minimum of 7,600 on any given day when there is sufficient demand, the Commonwealth will have the right to apply an assessment. For the purpose of this requirement, sufficient demand is defined as adding actual calls, e-mails responded to and changes of address completed through the voice box system. That total is added to the number of abandoned calls >4 minutes plus number of exit messages which would equal the call demand for that day. The weekly assessment will be calculated by the actual number of business days (M – F) for that week, excluding holidays, multiplied by 8,900 to determine the weekly requirement for CSR assisted calls. The number of calls not meeting the requirement may result in an assessment of \$7.50 for every customer not served.

Example 1: On Tuesday the CSR handled calls were 7,499 and the call demand was 7,674. There was sufficient demand and the vendor did not meet the minimum call requirement for this day by 101 calls (7,600 – 7,499). An assessment of \$757.50 may be made (101 call deficit times \$7.50 per customer not served).

Example 2: The weekly average demand for CSR handled calls was 9,389. The vendor handled an average of 8,092 CSR calls that week, falling short of the minimum requirement by 808. An assessment of \$30,300 may be made (8,092 times 5 days equals 40,460 customer served that week. 8,900 times 5 days equals 44,500 calls demanded. 44,500-40,460 is 4,040 customers not served, times \$7.50 per customer).

NOTE: Where weeks cross months the week ending date is used to assign the week to the appropriate month.

REQUIREMENT	TRIGGER	ASSESSMENT
2. CSR Access Rate	Failure to meet the weekly average CSR access rate of 95 percent.	\$7.50 per customer not able to be served by a CSR below the 95 percent access requirement.
<p>The access rate will be calculated weekly by adding the number of busies to the number of busy (exit) messages, subtracting that figure from the total number of customer attempts and dividing that figure by the total number of customer attempts to determine the percent of customers not served. If the number not served is greater than 5 percent, liquidated damages may be assessed. This assessment will be determined by subtracting .05 from the number determined above then multiplied by the number of attempts to determine the numbers of customers not served.</p> <p>Example: 5,000 busy + 4,000 busy exit messages equal 9,000. Subtract 9,000 from total customer attempts of 68,133 equals 59,133. Divide 59,133 by 68,133 percent equals 86.79 percent CSR access rate. The required access rate must be at least 95 percent, subtract actual rate of 86.79 percent, equals 8.21 percent difference. .08 times 68,133 attempts equal 5,451 customers not served. 5,451 times \$7.50 per customer equal \$40,882.50 in liquidated damages possibly being assessed.</p> <p>NOTE: Where weeks cross months the week ending date is used to assign the week to the appropriate month.</p>		
3. CSR Accuracy	Failure to meet the monthly call accuracy rating of 99.5 percent	\$7.50 for each misinformed customer.
<p>The accuracy requirement is that the contractor must maintain an error rate of .5 percent or less. If the error rate exceeds the requirement the Department may apply an assessment. The number of misinformed customers will be calculated by applying the percentage of error rate over .5 percent to all callers assisted by a CSR that month.</p> <p>Example: Quality rating for the month was 99.4 percent. There were 137,637 CSR calls that month. The difference between the required accuracy rate of 99.5 and the actual rate is 0.1 percent. 0.1 percent of the total CSR calls (137,637) equal 138 customers who were misinformed. 138 times \$7.50 per customer equals \$1,035 in liquidated damages possibly being assessed.</p>		

REQUIREMENT	TRIGGER	ASSESSMENT
4. E-Mail Requirement	All e-mails responded to within a 48-hour turnaround time.	\$7.50 per e-mail not responded to within the 48-hour turnaround time.
<p>All e-mails sent to the Department's Driver and Vehicle Web site must be responded to, in an appropriate manner*, within 48-hours; or an assessment of \$7.50 per e-mail may be applied. (All e-mail questions to our Web site are forwarded to the contractor.) E-mails received after the close of business of the Customer Call Center, or anytime on Saturdays or Sundays, or any state holidays, as listed in the Commonwealth calendar, and other days at PennDOT's option will not be counted in this 48 hour time frame, and will be counted as being received the start of the next business day.</p> <p>Example: If 2,500 e-mails were received on Monday and 500 of those e-mails were not replied to until Thursday, an assessment may be made in the amount of \$7,500 (500 X \$15 = \$7,500).</p> <p>*An appropriate manner would include a complete answer to the customer's question, a transaction completed with a reply sent, or an explanation of additional information that is needed to reply to the customer's inquiry.</p>		
5. Systems/Services Availability	Failure to keep all systems/services operational 99.8 percent of each month.	\$3.25 for each customer that was likely affected (historical volumes to be used if exact data is not available).
<p>Example: November has 720 hours, (24 hours X 30 days = 720). 99.8 percent of that = 718.56 hours (718 hours and 34 minutes), or an allowable downtime of 1 hour and 26 minutes. Should any of the systems/services be unavailable during the time period where customers would normally be served (without prior notice to and approval of the Department) for 2 hours and 26 minutes, the down-time over the allowance would be 60 minutes. In this case an assessment may be made in the amount of \$3.25 for each customer that was likely affected (historical volumes to be used if exact data is not available). During the 60 minutes, the service was affected; the Customer Call Center typically averaged 100 calls. An assessment may be made in the amount of \$325 (100 X \$3.25=\$325). If services are partially affected, an assessment may partially be applied. The contractor must also provide a monthly systems downtime report with their regular monthly report.</p>		

REQUIREMENT	TRIGGER	ASSESSMENT
<p>6. Average Speed of Answer</p>	<p>The requirement is that the time customers wait in queue (ASA) before speaking to a CSR must average no more than four minutes for the week.</p>	<p>\$5,000 per week for any week with an ASA over four minutes.</p>
<p>The contractor must provide a system generated report listing the average speed of answer for each week.</p> <p>Example: The report shows an average speed of answer of 4 minute and 30 seconds for a week. The Department may make an assessment of \$5,000 for that week.</p> <p>NOTE: Where weeks cross months the week ending date is used to assign the week to the appropriate month.</p>		
<p>7. Change of Address</p>	<p>Failure to complete all changes of address requests within 48- hours of receipt of request.</p>	<p>\$7.50 for each change of address not completed within 48-hours.</p>
<p>All changes of address must be completed within 48-hours; or an assessment of \$7.50 per change of address may be applied. Changes of address received after the close of business of the Customer Call Center, or anytime on Saturdays or Sundays, or any state holidays, as listed in the Commonwealth calendar, and other days at PennDOT's option will not be counted in this 48 hour time frame, and will be counted as being received the start of the next business day.</p> <p>Example: If 200 changes of address are received on Monday and 50 of those changes of address were not completed until Thursday, an assessment may be made in the amount of \$375 (50 X \$7.50= \$375).</p>		

APPENDIX H
TRADE SECRET FORM

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)

APPENDIX I
CURRENT AUTOMATED CAPABILITIES
INTERACTIVE VOICE RESPONSE
APPLICATIONS (IVR)

Overview of the Interactive Voice Response (IVR) Applications— available 24/7

Driver's Licensing Services:

- Driver's License or Photo Identification Card Renewals and Duplicates
- Driver's License Status or Suspension Information
- Information on How to Transfer an Out-of-State Driver's License
- Apply for a Learners Permit or Photo Identification Card
- Change Name or Address
- Frequently Asked Questions
- Have a Driver's License Form Faxed

Motor Vehicle Services:

- Registration Renewal
- Obtain a Duplicate or Replacement Registration Sticker, Plate, Card or Parking Placard
- Status of Vehicle Suspension
- Vehicle Title
- Information on Changing Name or Address
- Frequently Asked Questions
- Have a Motor Vehicle Form Faxed
- See if a Personalized Plate is Available (directs to a CSR)

Exam Scheduling Services:

- Schedule Regular Non-Commercial Driver Exam
- Schedule All Other Exams (directs to a CSR)
- Check the Date and Time of a Scheduled Exam
- Cancel Exam
- Information on Exam Scheduling on the Web

Service Center Locations and Services:

- Locate a Service Center
- Main Office in Harrisburg

Web Site Services:

- On-Line Motor Vehicle Services
- On-Line Driver's License Services
- On-Line Exam Scheduling
- Information on Downloading of Forms and Fact Sheets
- How to Search On-Line for Service Center Locations
- Contact the Department via E-mail or Report Technical Difficulties with the Web

Apportioned Registration Services:

- Information about Obtaining Replacement or Duplicate Registration Credentials
- Information about Apportioned Renewals
- Get Information about Temporary Authority Services
- Learn How to Change Vehicle or Jurisdiction Information after Renewal
- Frequently Asked Questions about Apportioned Services
- Have an Apportioned Form Faxed

To access the IVR and listen to the recordings you may call (717) 412-5300.

APPENDIX J
CALL CENTER REFERENCE MODULE

Call Center Reference Modules

PennDOT will provide informational reference modules that the contractor will be required to use to provide answers to customer's questions. Currently there are 100 modules referencing motor vehicle issues, and 96 modules referencing driver licensing issues. In addition there are 11 general modules referencing information not specific to driver licensing or motor vehicle issues. Currently larger modules contain over 60 questions and answers; however, there are modules that are as small as one paragraph. The content in these modules often change with updated information. In addition new modules are added and outdated modules can be deleted as information changes.

CURRENT MOTOR VEHICLE MODULES

- 1) Abandoned Vehicles
- 2) Address Requirements for Titling and Registering a Vehicle in PA
- 3) Antique Vehicles
- 4) Applicant Proof of Identification
- 5) Apportioned Registration
- 6) Armed Forces Personnel
- 7) Automated Correspondence Error Codes Message Text
- 8) Automated Correspondence to the Public Error Codes
- 9) Biennial Certificate of Exemption
- 10) BMV Forms, Publications and Fact Sheets
- 11) BMV Mailing Addresses
- 12) Bus
- 13) Buying and Selling Your Car in PA
- 14) Cancellation of Certificate of Title
- 15) CARATS Transaction Code
- 16) CARATS Unclaimed Indicators
- 17) Card Agent Licensing
- 18) Change of Address Request
- 19) Change Owner/Lessee Info Using CARATS Conversation 03
- 20) Classic Vehicles
- 21) Collectible Vehicles
- 22) Commercial Implement of Husbandry
- 23) Correction or Change of Vehicle Record
- 24) Dealer Licensing
- 25) Dealer Stops
- 26) Death Procedure State Survey
- 27) Dual Registration
- 28) Duplicate Title MV-38
- 29) Electronic Lien and Titling System (ELT)
- 30) Emissions Inspection
- 31) Exemption from Fees and Processing Fee Explanations
- 32) Farm Vehicle
- 33) Fleet Application
- 34) Flood/Recovered Theft Vehicle
- 35) Form MV-1, Application for Certificate of Title
- 36) Form MV-4ST
- 37) Full Agent licensing
- 38) General Issue Pennsylvania Registration Plates
- 39) Glossary of Motor Vehicle Terms
- 40) Implement of Husbandry (Non-Registered)
- 41) Implement of Husbandry (Registered)
- 42) Import and Export Vehicles
- 43) Insurance (Financial Responsibility)
- 44) Intransit State Plate Information
- 45) Limousine
- 46) Messenger Licensing

- 47) Miscellaneous Motor Vehicle Business
- 48) Mobile Homes/Modular Homes
- 49) Motor Homes and Van/Mini Van Vehicles
- 50) Motor Vehicle Fast Paths
- 51) Motor Vehicle Information Matrix
- 52) Motor Vehicle Transaction Recovery Fund
- 53) Motorcycles, Mopeds, Motor Driven Cycles, Off-Road Vehicles
- 54) Multipurpose Agricultural Vehicle
- 55) Non PA Title Codes
- 56) Non-repairable Vehicle
- 57) Notary Public Requirements
- 58) Notepad
- 59) Odometer Mileage and Discrepancies
- 60) Odometer Status
- 61) Out-of-State Title and Lien Procedure
- 62) Pennsylvania's New Temporary Registration Permits
- 63) Pennsylvania Special Issue Registration Plates
- 64) Person with Disability or Severely Disabled Veteran
Plates/Placards/Motorcycle Decals
- 65) Personalized (Vanity) Registration Plates
- 66) Philadelphia Parking Authority Suspensions
- 67) Proof of Ownership
- 68) Purge Records
- 69) Reconstructed Vehicle/Modified Vehicle
- 70) Refunds
- 71) Registration of Special Purpose Dealers
- 72) Registration Renewal
- 73) Reissue of Unclaimed Certificate of Title/Salvage
- 74) Reissue of Unclaimed Registration
- 75) Replacement/Duplicate Registration Materials
- 76) Repossessions
- 77) Retired Status Processing Fee
- 78) Return Check
- 79) Safety Inspection
- 80) Sales Tax Exemption Information
- 81) Salvaged Vehicles and Certificate of Salvage Information
- 82) School Bus
- 83) School Vehicle
- 84) Seasonal Registration Program
- 85) Secure Power of Attorney and General Power of Attorney
- 86) Self-Certification of Inspection for Motor Vehicle Carriers
- 87) Special Handling Error codes
- 88) Special Mobile Equipment
- 89) Specially Constructed Vehicle
- 90) Specialty Plate Program
- 91) Stop Codes List
- 92) Taxi
- 93) Temporary Tag Sales
- 94) Title Brands

- 95) Trailer
- 96) Transfer of Registration
- 97) Truck Tractor
- 98) Trucks
- 99) Vehicle Information Abstract
- 100) Vehicle Transfer after Death of Owner

CURRENT DRIVER LICENSING MODULES

- 1) Add/Extend/Replace Non-Commercial Learner's Permit
- 2) Administrative Hearings
- 3) Appeals
- 4) Back of New Driver's License
- 5) Back of Old Driver's license
- 6) BDL Fact Sheets
- 7) BDL Forms
- 8) BDL Mailing Addresses
- 9) BDL Miscellaneous Reference Material
- 10) BDL Publications
- 11) BDL Spanish Publications
- 12) Best Times to Visit Driver License Exam Centers
- 13) Cancellations
- 14) Change of Address for Non-Commercial Driver's License
- 15) Citations Causing Suspensions
- 16) Class Codes
- 17) CRN – Court Reporting Network
- 18) Deceased Driver Record
- 19) Decertifying a Commercial Classification
- 20) Departmental Hearings
- 21) Disqualifications
- 22) DL Error Code Paragraphs
- 23) DL Information Matrix
- 24) Double Number
- 25) Driver Information – Certified Driving Record
- 26) Driver Information – Microfilm
- 27) Driver Information Basic Record
- 28) Driver License Center Referrals and Contacts
- 29) Driver Licensing Fast Paths
- 30) Driver Licensing Glossary
- 31) Driver Privilege Status Codes
- 32) Driver Licensing Return (Starting Credit)
- 33) DUI Law (Suspension)
- 34) DUI Treatment Program Requirement
- 35) Duplicate Commercial Driver's License (CDL)
- 36) Duplicate Non-Commercial Driver's License
- 37) Duplicate Occupational Limited or Probationary License
- 38) Expungment
- 39) Failure to Respond to an OOS Ticket Sections (NRVC)

- 40) Financial Responsibility Requirements
- 41) Foreign Licenses & Non-US Citizens
- 42) Hazardous Materials Endorsement (Hazmat) for The Commercial Driver's License (CDL)
- 43) Identity Theft
- 44) Ignition Interlock Requirement
- 45) Indefinite Suspension
- 46) Initial Learner's Permit (Non-Commercial)
- 47) Initial Occupational Limited License (OLL)
- 48) Initial Probationary License (PL)
- 49) INS History Inquiry
- 50) INS Process for Non-US Citizens
- 51) INS Validation (SAVE)
- 52) Jail-Time Credit
- 53) Judgment Suspension
- 54) Junior License to a Senior License
- 55) Letter of Clearance
- 56) Logon Procedures
- 57) MCSIA (Motor Carrier Safety Improvement Act of 1999)
- 58) Military Commercial (CDL) Driver's License Skills Test Waiver
- 59) Motorcycle Licensing and Training
- 60) New Resident Applying for a Pennsylvania Commercial Driver's License
- 61) New Resident Non-CDL
- 62) Notepad
- 63) Older Driver Programs
- 64) Older Driver Re-Examination
- 65) Out-of-State Term Suspension Driver License Compact (DLC)
- 66) PA Commercial Learner's Permit Process
- 67) Photo Identification Card
- 68) Physician Reporting
- 69) Points
- 70) Product Status Codes
- 71) Product Type Codes
- 72) Proof of Residency Requirements
- 73) Recalculation
- 74) Recalls/Medical
- 75) Record Type Code
- 76) Refunds
- 77) Renew Commercial Driver's License
- 78) Renew Probationary License (PL)
- 79) Renewal of Non-Commercial Driver's License
- 80) Restoration Requirements Letter
- 81) Restorations
- 82) Return Check
- 83) Revocation
- 84) Schedule a Commercial Driving Test
- 85) Schedule a Non-Commercial Driving Test
- 86) School Bus Drivers
- 87) Serious Traffic Offense (STO) CDL

- 88) Serviceperson Request for Non-Commercial Pennsylvania Driver's License
- 89) Special Written Point Exam
- 90) SSN Cancellations for CDL and Non-CDL Drivers
- 91) SSN Validation History
- 92) Term Suspension
- 93) Unclaimed Driver License Products
- 94) Valid without Photo Driver's License
- 95) Vehicle Information Abstract
- 96) Young Driver Legislation

CURRENT GENERAL MODULES

- 1) Counter Services- Riverfront Office Center (ROC)
- 2) Julian Calendars
- 3) On-Line Messenger Services
- 4) Other State Telephone Listings
- 5) Penn Mobile
- 6) PennDOT Telephone Listings
- 7) Pennsylvania's DMV Web site
- 8) State and Possession Abbreviations
- 9) The Verification Process
- 10) Weather Closing Policy
- 11) Work Identification (WID) Number

Insurance (Financial Responsibility)

May, 2008

Narrative:

Pennsylvania motor vehicle liability insurance is referred to as Financial Responsibility.

Important:

Any vehicle which is currently registered **MUST** have insurance (Financial Responsibility). Customers should always be advised to surrender their registration plate to PennDOT when insurance is not in effect. Otherwise a suspension of the registration may occur.

Customers:

- Legislative offices
- Messengers
- Attorneys
- Insurance companies
- Insurance commission
- General public
- Decentralized agents

Quick Links:

Definitions:

Status	Description
Requested	The first time letter has been mailed to the customer requesting information
Complied	Requested information has been provided, compliance with financial responsibility laws
Pending	Requested information was not received or did not meet requirements. A suspension notice has been mailed indicating a future suspension effective date
Rescinded	Requested information or information acceptable by the Department to remove the suspension was provided while in pending or active status
Active	The suspension effective date has passed and a Stop has been placed on CARATS
Held	The held status is for vehicles that have had their registration expire but have not let their insurance lapse prior to the expiration. This status is accompanied by a Q stop and will be made active if the individual attempts to renew
Complete	All restoration requirements for a 3 month term suspension have been met,

registration privileges are restored

Process:

Generally, customers call PennDOT in response to a letter or letters they receive from PennDOT regarding the status of their insurance and/or vehicle registration. Please advise the customer to have the letter or letters with them at the time of their call along with a copy of their current insurance which should include company name, policy number, effective date and expiration date of the insurance. The address for the Financial Responsibility Section is:

Financial Responsibility Section

1101 South Front Street

2nd Floor

Harrisburg, PA 17104

Below are the types of letters customers receive which usually prompt calls. The purpose of the letter and an explanation of what the customer needs to be responsive to the letter are also included. See attachments for examples of the letters. (NOTE: each letter can have some variations to the information and requirements that are included. The examples attached are the most common for each.)

Proof Letters (Cancellation/termination of insurance)

- Insurance companies are required to notify the customer, in writing, of a cancellation or termination of their insurance.
- In addition, insurance companies are required to notify PennDOT when a customer's policy is cancelled or terminated. They are required to notify PennDOT within 10 days of the cancellation or termination. Unfortunately many insurance companies do not comply with this requirement.
- Upon receipt of a cancellation or termination notice from an insurance company, PennDOT is required to verify a customer's insurance. Since PennDOT does not get new insurance information from insurance companies, PennDOT must send a PROOF LETTER asking the customer to provide verification that new insurance (see ACCEPTABLE FORMS of INSURANCE) is in place for the vehicle(s) listed.

NOTE: See PROOF LETTER for matrix describing customer's new insurance possibilities and the specific ACCEPTABLE FORMS of INSURANCE required for each.

- The PROOF LETTER includes owner information, vehicle information, the insurance company name and the date insurance was cancelled/terminated by the insurance company.

- Customers are required to return information to PennDOT showing that new insurance was obtained and that there was no lapse of insurance coverage for the vehicle.

NOTE: If a lapse did occur, it may be for only a period of 30 days or less. In such cases, the customer must certify that they did not operate the vehicle at any time when the vehicle was not insured. A Statement of Non-Operation of Vehicle accompanies the PROOF LETTER for the customer to use, if applicable.

- A customer, who is unable to show insurance coverage within 30 days from their cancellation, must surrender their registration plate and will be subjected to a suspension of the registration for a 3 month period. (NOTE: a separate letter will be issued to notify the customer of these requirements. See SUSPENSION LETTER.)
- The PROOF LETTER also advises the customer if they believe insurance coverage was terminated and they did not receive proper notice from their insurance company, as required by insurance laws, that they can contact the Insurance Department, Bureau of Consumer Services at 1-877-881-6388 or visit their website at www.insurance.state.pa.us for more information. Customers should be advised to be prepared to provide the Insurance Department the name of their insurance company, policy number and any notices or other correspondence they may have received concerning their policy.
- The PROOF LETTER also advises the customer of what to submit if the vehicle was sold, transferred, traded, salvaged or repossessed.
- Under the law, when calculating the period the vehicle was not used or that the lapse in insurance was less than 30 days, we must take into consideration if the 30th day was a Saturday, Sunday or holiday. If the 30th day falls on a weekend or holiday the time is to be extended until the next ordinary business day. This only applies if the weekend day or holiday falls on the last day of the 30 day period and not in the middle. All Holidays are included when calculating the period of insurance lapses not just the 5 major holidays.
- The next day after the determination date is the date used to start counting. Insurance must be in effect within the 30 days NOT 31 days.
- Retained Status - Cancellations and insurance binders are held in retained status till the record hits a system generated date then the record is updated to requested status.

Suspension Letter

- The customer will receive a SUSPENSION LETTER if:
 1. They did not respond to the PROOF LETTER.
 2. They did respond to the PROOF LETTER; however they did not show that they had insurance within 30 days of the cancellation date of their previous insurance.
 3. They were convicted of a traffic offense and did not provide proof of insurance at the time of the offense.
 4. They were involved in an accident and did not provide insurance at the time of the accident.
 5. If the customer drove the vehicle during a lapse of less than 30 days when there wasn't insurance coverage.

- The SUSPENSION LETTER will impose a suspension of registration for 3 months.
- The SUSPENSION LETTER will identify a specific effective date of suspension.
- The SUSPENSION LETTER will require the customer to surrender the license plate, card and sticker for the vehicle on or before the effective date of suspension.

NOTE: The suspension will go into effect on the effective date regardless if the license plate has been surrendered.

NOTE: A customer who continues to drive once the effective date has been reached is subject to being cited by law enforcement and if found guilty subject to additional sanctions of registration and possibly driving privileges.

- The SUSPENSION LETTER will indicate that the customer will be required to pay a \$50 restoration before the registration is restored.
- The SUSPENSION LETTER will indicate that PennDOT will reconsider the suspension ONLY IF the customer can provide proof of insurance
 - Within 30 days of their previous insurance cancellation (Statement of Non-Operation of Vehicle, Form MV-221, is also required), or;
 - On the date of the traffic violation, or;
 - On the date of the accident.
- The SUSPENSION LETTER will also notify the customer of his right to appeal this suspension in the Court of Common Pleas of the county of residence. The appeal must be filed within 30 days from the date of the suspension notice. A copy of a timely filed appeal sent to the Pennsylvania Department of Transportation, Office of Chief Counsel, 3rd Floor, Riverfront Office Center, Harrisburg, PA 17104-2516 will result in a stay of the suspension pending a final decision by the court. The customer should not assume the filing of the appeal has stayed the suspension and should not begin to drive the vehicle until a letter is received from the Department indicating such.

SPECIAL NOTE: There are a few INDEFINITE suspensions still on customer records. They are suspensions that were imposed for a lapse of insurance under an old law. Customers need to show current proof of insurance and pay the \$50 fee for restoration. It is likely they will also need to renew or obtain a new registration as well.

Eligibility Letter

- One month prior to the conclusion of the suspension an ELIGIBILITY LETTER will be mailed to the customer to remind them of any necessary requirements needed for the restoration of their registration. Generally this letter will identify these two (2) requirements:
 1. A \$50 restoration fee. The check or money order must be made payable to the Department of Transportation. The vehicle title number should be placed on the check or money order to ensure that the fee is correctly applied to the record.
 2. Current proof of insurance.

NOTE: Current proof of insurance can only be submitted for restoration within 30 days of the eligibility date.

NOTE: When you are manually entering the insurance and or \$50 and the customer is eligible on the day you are processing the information, the record will automatically go to complete that day. When all requirements have been met and the record is sitting there waiting for the eligibility date to hit, the record will go to complete after tickler has run that night.

Restoration Letter

- Upon restoration of their registration privileges, the customer will receive a RESTORATION LETTER from PennDOT.
- The customer will also receive a license plate, card and sticker if the license plate returned to serve the suspension is still valid.

NOTE: Unless the plate is a special plate (see NOTE below) the plate returned will have a different configuration than what you previously owned.

NOTE: If the license plate, card and sticker that the customer surrendered to serve the suspension are still valid and are one of the license plates identified below, the license plate will be the same plate and configuration that was mailed to PennDOT. Same plate returns include: Personal, Antique, Classic, Special Organization, Collectible, Street Rods, all military plates, Press Photographer, Special Fund and Specialty plates.

- If the license plate, card and sticker that the customer surrendered to serve the suspension is expired, the customer will be required to apply for a new registration using form MV-140 (registration fees required).
- The RESTORATION LETTER and license plate, card, sticker (if applicable) will not be mailed until all requirements for restoration are recorded or the eligibility date is reached, whichever occurs last. The customer should receive these items within 7 to 10 days of mailing

Other Important Information

Acceptable Forms of Insurance

- A copy of the insurance identification card issued by an insurance carrier or by a self-insured (see SELF INSURANCE.)
- A copy of the declaration page of an insurance policy issued when a policy is created or renewed and is generally received at the same time as the insurance ID card. The declaration page generally lists what vehicles are covered in the policy as well as drivers or;
- A copy of a valid binder of insurance which contains all of the information required to appear on the I.D. card, excluding the policy number, and is signed by a licensed insurance agent or broker. Binders are issued when a new policy is created and serves as a temporary proof of insurance document. This is valid for 30 or 60 days. If the customer

submits a binder, they will be required to submit proof of insurance again once the binder expires. If they cannot provide proof in the form of an insurance card or declaration page, they will be required to serve the suspension; or

- A copy of an application for insurance to the Pennsylvania Assigned Risk Plan which contains all of the information required to appear on the I.D. card, excluding the policy number, and is signed by a licensed producer (insurance agent).
- Internet computer generated document on Insurance company letterhead including: name and address of insured, effective date, expiration date, policy number, vehicle description, VIN number and a valid telephone number for the FR unit to call to verify insurance.
- NOTE: A computer copy of the vehicle insurance application signed by the insurance agent is acceptable when the signature of the insurance agent is an original; in lieu of the copy of a valid binder of insurance or application for insurance to the Pennsylvania assigned Risk Plan (numbers 3 and 4 above). A legible photocopy, facsimile or printout of an electronic transmission of a document listed above (numbers 1 through 4) are acceptable providing the issuing agent receives the photocopy, facsimile or printout directly from a licensed insurance company or licensed insurance agency. The photocopy, facsimile or printout must be on the letterhead of the company or agency or with a letter written upon the insurance company or agency's letterhead. The letterhead photocopy, facsimile or printout of the proof of insurance document must specifically reference the proof of financial responsibility by the insured's name and address, vehicle make, model and vehicle identification number (VIN) of the insured vehicle. An issuing agent may not accept a photocopy, facsimile or printout of an electronic transmission as proof of financial responsibility when the issuing agent is also acting as an insurance agent for the licensed insurance company or agency. If a company isn't licensed to write liability insurance in PA, a Declaration Page of the policy has to be submitted with the limits of:
 - \$15,000 for injury or death of one person in an accident
 - \$30,000 for injury or death of more than one person in an accident
 - \$5,000 for damages to property of another person
 - If the company meets these limits, we will accept it.
- A letter on Insurance Company Letterhead containing the policy number, effective date and expiration date, VIN, the insurance company's NAIC number and the letter must have the signature of the insurance agent or the underwriter.

Credit for Suspension

- A suspension goes into effect on the date indicated in the SUSPENSION LETTER regardless of whether the customer surrenders the license plate, card and sticker for the vehicle. CREDIT for serving the suspension does not begin until:
 - The registration plate, card and sticker is mailed to PennDOT and the postmark date is used to begin credit, or
 - The date the registration plate, card and sticker is delivered to PennDOT, or
 - The suspension effective date is used if the license plate, card and sticker expired before the suspension effective date, or
 - The expiration date is used if the license plate, card and sticker expired after the suspensions effective date.

- Send your registration plate, sticker and card to:

PennDOT

Return Tag Unit

P O Box 68597

Harrisburg, PA 17106-8597

Self Insurance

NOTE: All calls that are serious about pursuing self insurance should be referred to the FR Unit through a notepad. The FR Unit will provide the applications and explain the rules for Self Insurance in greater detail however; the information below may assist the CSR and the customer to determine the seriousness of the request.

- A person or company desiring to qualify as a self-insurer must file a proposal of self-insurance with the Department for approval. This proposal will include;
 1. An application for Self-Insurance
 2. Master self-insurance and security agreement
 3. A balance sheet and income statement which shall reflect the actual financial condition for the person as of the last complete calendar or fiscal year preceding the date of the proposal. The minimum required security (collateral) that must be furnished to the Department is, for one secured vehicle, \$50,000, and for each additional vehicle, \$10,000, up to a maximum of \$1,000,000. Collateral can come in the form of US currency, US Treasury bills, US Treasury notes, escrow deposits (for the sole purpose of covering requirements for self insurance) in banks, credit unions and savings/loans, bonds, and other security offered for review by the Department.

Form MV-221: Statement of Non-Operation of Vehicle

- This is a form to be used by customer to verify that they did not operate the vehicle while there was a lapse of insurance. The submittal of the form is only valid when the lapse was 30 days or less from the cancellation date. The MV-221 is available at all locations that provide PennDOT forms or from our website at www.dmv.state.pa.us.
- (Note to CSR: The instruction to complete form MV-221 should only be given to the customer after the customer states the vehicle was NOT driven during the less than 30 day lapse in question)

Insurance Department

- If a customer states they did not receive notice from their insurance company regarding the cancellation or termination of their policy, the customer should be referred to the

Insurance Department at 1-877-881-6388 or visit their website at www.insurance.state.pa.us. The Insurance Department governs the companies. Do not make any guarantees to the customer that the Insurance Department will be able to remove the suspension, but they will try to help the customer.

Faxes

- The FR Unit's fax number is _____ and should ONLY be given to the customer in emergency situations. Some examples of emergency situations include:
 1. The customer is about to go under suspension
 - About = If the effective date of suspension would occur prior to the normal processing time based on the current reported TAT.
 - The customer should indicate "Urgent – suspension effective tomorrow" (or the specific day/date of suspension) on the cover sheet of the fax.
 2. The customer states the proof of insurance to rescind or restore has been sent or faxed previously on numerous occasions
 - Information must have been submitted twice previously.
 - The customer should indicate "Urgent – faxed previously" on the cover sheet of the fax.
 - Customer is also required to include all dates of previously faxed information on the cover sheet.
 3. The customer's vehicle has been impounded
 - The customer should indicate "Urgent – vehicle impounded" on the cover sheet of the fax.
- Each fax will be evaluated individually by the financial responsibility staff.
- If the situation does not meet the urgent criteria for expedited processing, the information will be processed according to standard processing times. As such, it is recommended that the fax number ONLY be offered in the above mentioned urgent situations.

"J" STOPS

- The "J" Stop is placed on the vehicle record by the Financial Responsibility Section (FR) when it is determined that the insurance information provided with the title/registration application was invalid or altered.
- The applicant must provide current VALID proof of insurance to the FR Section in order to remove the "J" Stop. The FR Section will verify with the insurance company that the vehicle policy information is valid. When the insurance company validates the insurance, the "J" Stop can be removed.
- The customer may provide the call center with the following information, which is forwarded to the FR Section using a notepad on 75, 77, 79 or 87 screens.
 - The Name of the Insurance Company
 - Insurance Policy Number
 - Issuance Date of Policy

- Expiry Date of Policy
- The customer may prefer to mail the above information along with the customer's name, title number, or VIN to the following address

Financial Responsibility

1101 South Front Street

2nd Floor

Harrisburg, PA 17104

- The insurance information may also be faxed to the FR Section @ _____ along with the customer's name, title number or VIN.

Other Items

- If a customer transfers their plate to another vehicle before or within 30 days of the cancellation, the record will be rescinded.
- If a customer transfers their plate after 30 days of the cancellation, credit will start from the date the plate was transferred. The suspension is imposed against the vehicle, not the plate.
- The customer has the right to appeal the registration suspension within 30 days of the mail date of the official notice. They cannot file the appeal after the 30 days.
- If a suspension has been issued and the customer's plate has been destroyed, a notarized statement indicating the disposition of the plate and the date it was destroyed must be submitted. If the plate has been stolen, a copy of the police incident report must be submitted. In both cases upon receipt of the requested information, credit for the 3-month suspension will begin. The credit will begin from the date the plate was destroyed or stolen.
- If the motorist has moved to another state, a copy of either the registration or the certificate of title from the new state must be provided in order to release the suspension.
- If the vehicle was sold to a motorist in another state, submission of a notarized statement indicating the name of the owner, the state it is being registered in and the date of sale will release the suspension.
- If the motorist returned the license plate, card and sticker and PennDOT has no record of receiving it, submission of the receipt issued by PennDOT or a notarized affidavit stating the date the plate was mailed will begin credit for the 3-month suspension. If a customer sends in an affidavit stating they sent their plate in on 4-1 and the affidavit was received in the department on 5-1, credit will start on 4-1.
- If the plate was lost or left on a vehicle that was traded in or repossessed, submission of a notarized affidavit indicating it is no longer in your possession and the reason. The date of the notarized affidavit will begin credit for the 3-month suspension.
- If the plate was taken from the customer by a police officer, the customer should submit a copy of the seized report issued by the police officer or a notarized affidavit stating the date the plate was taken, in order to begin credit for the 3-month suspension. The date

provided on the copy of the seized report and the date the police officer took the plate is one in the same.

- When a title comes back to the Bureau unclaimed with an F stop; after the change of address is done on the 03 conversation, the title can be released to the customer. The suspension affects the vehicle registration, not the title.
- Retained Status-Cancellations and insurance binders are held in retained status till the record hits a system generated date then the record is updated to requested status.

Alert!

If a customer states they received our letter but never had insurance with the insurance company identified on the letter and it wasn't due to obtaining a quote it could be a system issue where the "F" stop carried over to the new owner in error and should be forwarded to the FR Section for research.

(Note to CSR: If the customer received the letter as a result of obtaining a quote, but never purchased the quoted insurance, please refer to Q&A #61)

In cases when there is an "F" stop on the record and a transfer of ownership takes place the "F" stop does not clear from the record and the stop becomes an issue for the new owner. This system issue has been identified, however until it can be resolved please forward these situation to the FR Section by means of a notepad for immediate research and resolution!

EXAMPLES:

1. The request for insurance information is sent to the registered owner of the vehicle. The change of ownership occurs on CARATS. The F-stop on the record is not being removed from the system when the change of ownership occurs. As a result of this, the suspension letter is being sent to the new owner of the vehicle.
2. The vehicle is being titled into the new owner's name the same day the F-stop (insurance cancellation) is being placed on CARATS (75 conversation). As a result of this, the F-stop is being placed on the new owner's record.
3. When the change of ownership occurs on CARATS, the FR record is being removed from the system but the F-stop is not coming off of CARATS (75 conversation). As a result, the F stop remains on the new owner's record.

Customer Required Forms:

- Insurance Identification Card
- Declaration Page of Insurance Policy
- Valid Binder of Insurance
- Application for Insurance to the Pennsylvania Auto Plan
- A letter from the Insurance Company's headquarters on their letterhead or your Insurance Agent containing the policy number, effective date and expiration date, VIN and the insurance company's NAIC number.

- Internet computer generated document on Insurance company letterhead including: name and address of insured, effective date, expiration date, policy number, vehicle description, VIN number and a valid telephone number for the FR unit to call to verify insurance
- MV-221, "Statement of Non-Operation of Vehicle(s)"
- Registration Renewal-Application and fees
- License Plate or Notarized Affidavit
- Acknowledgement Statements

Products:

- Registration Plate
- Registration Renewal application
- Registration Card and Sticker

Other Reference Material:

- "Insurance Law" Fact Sheet
- Insurance Verification Responsibilities of an Issuing Agent Questions and Answers
- "Insurance Verification Responsibilities of an Issuing Agent" Fact Sheet
- Proof of Insurance Poster
- Carats Transaction Code Listing
- Financial Responsibility Vehicle History Transaction Codes Suspension Time Line

Legal References:

- Vehicle Code Regulation: Chapter 221 Obligation of Insurer and Vehicle Owner Chapter 17, Section 1786

Screens:

- Suspension Inquire Prompt (2SC04601)
- Suspension Inquiry/Maintenance List 1 (2SC0602)
- Suspension Inquiry/Maintenance List 2 (2SC04603)
- Suspension Inquiry Detail (2SC04604)
- Suspension Inquiry Detail 2 (2SC04605)
- Vehicle Wid History (2SC04606)

Questions and Answers:

Q1. What if I was never notified by the insurance company of the policy cancellation?

A1. The customer still needs to be compliant to the law and to have maintained insurance for the vehicle. If the customer was not compliant and a suspension is likely. The customer may be

referred to the Insurance Department at 1-877-881-6388 or at their website www.insurance.state.pa.us to file a complaint.

Q2. What information must be in the letter produced by an Insurance company to have the suspension removed?

A2. The letter must be on company letterhead and contain the policy number, effective date and expiration date, VIN and the insurance company's NAIC number and must be signed and dated by the insurance agent.

Q3. I sold the vehicle in question to another PA resident. How do I get this cleared?

A3. Until ownership has been transferred on the system, you must provide a copy of the MV-1 (Application for Certificate of Title) or MV-4ST (Vehicle Sales and Use Tax Return/Application for Registration) or a bill of sale indicating the new owner.

Q4. I sold the vehicle in question to a relative that is a PA resident. Will the suspension transfer?

A4. If the department has reason to believe that the transfer took place as a means to avoid suspension, the possibility exists that the suspension will carry on to the relative.

Q5. What notification from PennDOT would I have received notifying me of the requirement to carry insurance at all times?

A5. Your signature on your renewal application self certifies that you have insurance for the period of registration. There is a statement right below the change of address line on your renewal application. When originally purchasing a vehicle, there is also a statement at the bottom of the title application. That same statement is on the MV-105, Application for Registration Renewal.

Q6. Does the Bureau accept out-of-state insurance information or must the information come from a PA insurance company?

A6. If they are a company that is licensed to write in PA, we'll accept it. If they aren't licensed in PA, they have to meet our limits to write automobile insurance in PA

Q7. I received notice regarding two vehicles that were covered under the same policy. I sent in the information and PennDOT only cleared the suspension on one vehicle. Why?

A7. This was either a Bureau Error, or the customer only sent the accurate information for one vehicle. CSR should verify information listed on the insurance card of the vehicle that was not processed.

NOTE: If this was a Bureau Error, a notepad should be sent to the Financial Responsibility Unit.

Q8. Today is my eligibility date, why haven't I been restored?

A8. The date of eligibility is actually the last day of the suspension. That day must be served in order to process the restoration. CSR should notify the customer that their vehicle registration will be restored at midnight and the letter and products will be mailed the following business day.

Q9. What if my lienholder maintained insurance on my vehicle when my insurance lapsed? What information must be submitted to the Bureau?

A9. Insurance maintained by the lienholder is not liability insurance: it only protects the lender. Collateral protection insurance is not an acceptable form of insurance.

Q10. My plate was suspended because of a lapse in coverage over 30 days. I want to transfer this plate to a new vehicle I purchased. Can I do this?

A10. Since the suspension follows the vehicle and not the plate, you may transfer the plate to a new vehicle. However, the credit towards serving the suspension on your old vehicle will not begin until the date the plate was transferred. If the plate was transferred within 30 days of the insurance cancellation, the record suspension will be removed.

Q11. I had coverage with several companies during the period PennDOT is questioning. One of those companies has gone out of business. What can I send to satisfy the requirements and avoid suspension?

A11. Proof of insurance must be submitted within 30 days of the cancellation date, either from the company that went out of business or the company that covers the date in question.

Q12. I submitted proof of insurance indicating I picked up with a new company within 30 days, however, the vehicle was driven and I won't complete an MV-221. What will happen?

A12. Because you are unable to meet all requirements requested, you must send PennDOT your plate to serve the 3-month suspension.

Q13. Is collateral insurance the same as liability insurance?

A13. No, it is not an acceptable form of insurance.

Q14. I sent my plate in to serve the suspension. It is now my eligibility date and I have met all my restoration requirements. How do I get my plate back?

A14. Upon restoration, if time remains on the plate, the department will re-issue a new tag. If the plate has expired, the department will check for monies to renew. The customer should receive a plate within seven to ten days upon the eligibility date when all restoration requirements have been met. The customer could visit the ROC to receive the product in hand the day after the eligibility date because the eligibility date is the last day of the suspension and

must be served in order to meet the 3 month requirement. If there was time remaining on the plate, the customer can go to an on-line messenger to get a new plate issued but will be charged for the plate and their services.

Q15. I already paid the restoration fee; however, PennDOT has no record of receiving it, what should I do?

A15. If you have already paid the fee, you should mail into PennDOT the front and back of your canceled check. If the customer has the WID number from the back of the canceled check, a notepad can be sent containing the WID information required for processing.

Q16. What happens if I didn't pick up vehicle insurance within the 30 days?

A16. A lapse in insurance coverage results in the suspension of your vehicle registration privilege for three months. The registration plate and card must be surrendered to PennDOT in order to serve the suspension. Restoration fees of \$50 and proof of insurance must be submitted prior to having your registration privilege returned.

Q17: If you don't have insurance and are involved in an accident or cited for a traffic violation what will happen?

A17. If it is determined that you were without insurance your vehicle registration and driver's license may be suspended for 3 months each. However, credit toward serving the suspension does not begin until the registration plate or driver's license is received by the Department.

Q18. If you have insurance and are cited for a 6308 traffic violation what will happen?

A18. If it is determined that you have insurance and receive a 6308 citation and were involved in an accident and your record indicated you are in "Requested Status" current proof of insurance is required. If your record indicates you are in "Pending or Active Status" you will need to provide proof of insurance prior to the suspension effective date and current proof of insurance which cannot be expired.

Q19. If you have insurance and are involved in an accident or cited for a 1786f violation what will happen?

A19. If it is determined that you have insurance and receive a 1786f citation or you were involved in an accident a letter on letterhead from your insurance company specifying that you had insurance on the date of the citation or accident is required.

Q20. If I return my plate to PennDOT at the time I canceled my insurance, will I have to serve the suspension?

A20. No. A suspension may be avoided by the return of the registration plate and card to PennDOT at the time the insurance policy is cancelled or financial responsibility lapses.

Q21. What is an "I" stop?

A21. At the time of an accident or a citation, you do not have insurance. What you would need to clear the record would be a letter from the home office of the insurance company or agent on company letterhead stating that you did have insurance on the date of the accident or citation. An I.D. Card, Declaration Page, Binder, etc. would not be acceptable.

Q22. What is a J stop?

A22. Invalid Insurance information; refer to FR Unit on notepad.

Q23. If I had two different suspensions against my vehicle registration, am I required to pay the restoration fee twice?

A23. Only one restoration fee is due per vehicle that is suspended.

Q24. I received notice that I am eligible for restoration of my registration privileges, but the vehicle has now been junked. Do I need to do something?

A24. Until ownership has been transferred on the system, you must provide a copy of your salvage certificate or a letter of salvage from the insurance company indicating the new owner.

Q25. I received notice that my registration privileges have been restored. I sent the plate to the Bureau to serve my suspension and the plate has now expired. What do I do to get a new registration?

A25. By submitting an MV-140 and renewal fee to the Department, you will receive a new registration plate, card and sticker. If there is time remaining on the registration plate, a free reissuance of a registration plate, card and sticker is determined by the daily tag report that is reviewed in the Financial Responsibility Section.

Q26. I received a notice with a determination date of 09/01/06. I picked up insurance on 09/01/06 with a new company and then switched again on 12/01/06. Do I need to send proof of insurance that covers the determination date to the present?

A26. You only need to send us proof that the vehicle was insured within 30 days of 09/01/06. If you receive another letter from the Bureau due to another cancellation, you would be required to submit proof from the determination date listed on that notice.

Q27. I own a motorcycle and cancel the insurance each year because I only use it during the summer. Isn't there anything I can do to prevent my registration from getting suspended?

A27. Surrender the plate upon cancellation or refer to Seasonal Registration module.

Q28. I do not have access to the plate in question due to the vehicle being impounded by the police. What can I send instead of this?

A28. You can submit a copy of the seized report issued by the police.

Q29. Do I need to send the plate, sticker, and registration card or just the plate to serve the suspension?

A29. The suspension letter requests that the plate, sticker and card should be returned, however, we will begin credit for the suspension if the plate is the only item returned.

Q30. I just found out about the suspension and I am past my suspension effective date. I can prove I had no lapse of insurance. Am I required to pay the \$50 restoration fee?

A30. No. The restoration fee would not be required.

Q31. I am in the military stationed overseas or out of state and was not aware of my insurance policy canceling. What do I need to do to have the suspension removed?

A31. Military hardship cases are the only situations the Bureau will give additional review.

NOTE: This requires the review of a supervisor in the Financial Responsibility Unit. Military hardships require a copy of the Military orders indicating the time of admission and the time of discharge. Form MV-221 (Statement of Non-Operation of Vehicles) stating that the vehicle wasn't driven is required and insurance must be picked up within 30 days from the date of discharge from the military.

Q32. What should I do when I receive a letter from the Department stating that my insurance was cancelled; however, I do have insurance with that company?

A32. If your insurance coverage has an effective date that is the **same or earlier** than the cancellation date, and was issued by the same insurance company, you need to obtain a letter from your insurance company. The letter must be on official company letterhead signed by an agent or another authorized representative of the insurance company.

If the effective date of coverage indicates **within 30 days or less** from the cancellation date, we would need an acceptable form for proof of insurance and a notarized affidavit stating the vehicle was not driven during the lapse of coverage. An MV-221 "Statement of Non-Operation of Vehicles" can be submitted in place of the affidavit. This form does not have to be notarized.

Q33. If insurance is cancelled and picked up on the same day and a citation is issued on this day, does the letter that is mailed need to include times?

A33. Yes. A call to the insurance company is made to verify the dates and times in question.

Q34. If the customer would like to mail both the renewal and restoration fee, do both applications get mailed to the FR Unit, or can the renewal application be mailed to the address on the application?

A34. Send both items to the FR Unit. If the renewal application was separated from the restoration fee and sent to another area for processing the suspension would prohibit the application from being processed but would cause a delay by having to reroute it to the FR Unit for final processing.

Q35. A customer calls and would like to report someone with no vehicle insurance or suspects he/she does not have insurance, what is the process to get this reported?

A35. Send a notepad containing the title number, plate number, and VIN only if registration is current and a plate is available. The Department cannot take action against an unregistered vehicle.

Q36. What if I sold, transferred or traded my vehicle what do I need to do?

A36. You would send a copy of the form MV-1, MV-4st or a bill of sale indicating the new owner and PennDOT will update your record.

Q37. What if I salvaged my vehicle what do I need to do?

A37. You would send a copy of your salvage certificate or a letter of salvage from the insurance company indicating the new owner and PennDOT will update your record.

Q38. What if I had my vehicle repossessed what do I need to do?

A38. You would send a copy of the letter of repossession from the dealership, or financial institution and PennDOT will update your record.

Q39. When a vehicle has been reported as stolen, what does the customer submit?

A39. The customer would submit a copy of the Police Report if the vehicle was stolen. Insurance is required by law when vehicle has been recovered and in possession of owner.

Q40. Under what circumstances will we only accept a letter from the insurance company as proof of insurance?

A40. Any time a customer receives a citation, involved in an accident or has been identified in one of our insurance audits a letter from the insurance company is required as proof.

Q41. How early can a customer send in a license plate in order to serve credit on a suspension?

A41. The customer may send in the license plate as soon as he is aware that he has to serve a suspension. The credit towards the suspension will begin as soon as PennDOT receives the license plate.

Q42. If a customer's credit started when the plate expired and the plate is later submitted to PennDOT by the police, will the credit date change?

A42. No, the credit date will remain the same as the expiry date as long as the expiry date came before submission by police.

Q43. If a customer is pending a suspension for a 1786F citation, can he/she appeal the conviction, the suspension, or both?

A43. The customer has 30 days from the date of the Official Notice to appeal the suspension/conviction with PennDOT.

Q44. Are there FR situations that also affect a driver's license that would prompt a caller to be transferred to a DL representative?

A44. Yes, the driver's license and vehicle registration are both suspended when a citation or an accident has occurred, which would be a 1786F or 6308.

Q45. Is it possible for a customer's registration to be suspended for a 1786F or 6308 citation when the customer wasn't the person driving the vehicle?

A45. Yes, the customer is required to carry insurance on the vehicle and provide proof of insurance at the time of either citation. The customer's registration will be suspended.

Q46. What is the process to send a Restoration Requirements letter to the owner?

A46. From the vehicle suspension screen (46), press PF16 followed by PF15. You will see "Letter was Batched" in the upper right hand corner.

Q47. If a customer no longer has the vehicle or has no wish to have it registered in the future, do they need to submit anything to PennDOT?

A47. Yes, if the customer junk, traded or sold the vehicle the customer must provide proof that they junk, traded or sold the vehicle otherwise the customer will continue to receive letters from PennDOT.

Q48. On the effective date of the suspension, may the customer continue to drive that day?

A48. The customer's suspension will go in effect on the day of the effective date (not until midnight) but I would advise the customer not to drive the day of the effective date. The customer takes a risk doing so.

Q49. Customer was restored today, but doesn't want to wait for PennDOT to mail a plate, or go to an OLM. Can the customer go to a regular tag agent to get a new license plate? If so, what do they need to take with them?

A49. Customer may go to a regular tag agent to get a new license plate and will need vehicle information along with current proof of insurance. A fee will be charged by the tag agent for the license plate and his services.

Q50. From the time we receive notification from an insurance company that a customer's insurance has been cancelled, how long does it take for the Proof Letter to be sent to the customer?

A50. The customer should receive the Proof Letter within 7 to 10 days of PennDOT being notified by the insurance company.

Q51. Customer's suspension is over and the customer still has the license plate. Can the customers go on the internet to renew once the customer is restored?

A51. Yes the customer may use the internet to renew. Customer will need vehicle information to renew on the internet.

Q52. Where does the paperwork go to be processed if they are an Agent or an On-Line Messenger dealing with the financial responsibility?

A52. If the Agent is also an on-line messenger the paperwork must go to the messenger unit due to the customer paying an additional fee to have the services rendered by the messenger service

Q53. Is it legal to drive on your eligibility date of your suspension?

A53. No because the eligibility date is considered the last day of your suspension. You are able to drive the day after your eligibility date.

Q54. When is only a MV-221 needed?

A54. Anytime there is an insurance cancellation less than 30 days, the customer must provide an MV-221 to indicate that the vehicle was not driven within that time frame and the suspensions will be rescinded.

EX: Cancellation date 3-7-07

Expiration date 3-31-07

Only need an MV-221 because the registration expired. Do not need insurance on an expired registration.

Q55. If a customer has a messenger fax the MV-221 and/or proof of insurance to the FR department, does the FR fax TAT still apply?

A55. No....any faxes submitted to FR by a messenger for a customer would be forwarded to the Messenger Unit for processing.

Q56. I have a "J" Stop on my record what do I need to do to have it removed?

A56. The customer will need to provide valid insurance policy information.

Q57. What are acceptable forms for proof of insurance if mailed to ORM?

A57. Acceptable proofs of insurance include Insurance Identification Card, Declaration Page, or an Insurance Binder.

Q58. How can I get the "J" Stop removed from my vehicle record?

A58. The Call Center will need to forward the insurance information to the FR Section or the customer may mail or fax the insurance information, vehicle information and the customer's name on the application to the FR Section.

Q59. What do I need to do to have the title processed with no registration on the vehicle?

A59. Return the registration plate to the FR Section with a statement indicating to process the title application without registration.

Q60. What if there is an "F" stop indicated on the title record on the 75 screen, but on the 46 screen it is indicating "No suspension found?"

A60. The CSR should send a notepad to FR.

Q61. I received a letter from the department regarding a cancellation of insurance; however, I never had insurance with the insurance company listed in the letter, I just requested a quote. What do I have to do to clear up this matter?

A61. In order to update and correct the record a valid insurance I.D. card that shows coverage for the dates included in the letter must be submitted to the department.

PA Commercial Learner's Permit Process

11/10/08

Narrative:

A commercial knowledge test authorization and/or learner's permit is issued to any individual, 18 years or older who does or does not possess a valid non-commercial driver's license (an individual may apply for a PA commercial learner permit even if they've never possessed a non-commercial driver's license).

10-Year History Requirement: When applying for an initial issuance of a CDL learner's permit, the driver must provide a list of all the States during the past 10 years where they were licensed to operate any type of motor vehicle. Before issuing, a State must request the driving record from each State listed by the driver. The State receiving the request must respond within 30 days. The Driver History information will be collected and will also be displayed as part of the driver record. If the driver has not certified their 10-Year State Licensure information prior to submitting their application, the applicant will receive an Error Letter identifying all application processing errors including the error related to the 10-Year State Licensure information.

Customers:

- Novice drivers 18 years or older.
- New residents who have never been licensed.
- New residents who have been licensed in another state but whose driver license has expired for more than 6 months.

Matrix Adherence:

1. For CDL drivers you can give the record holder the number of duplicates issued.
2. For CDL drivers you can give the record holder the class and restriction information.
3. You can give the record holder the expiration date of their license.
4. If someone other than the record holder asks about received items or products that were not sent out, we may tell them, providing you are not violating another section of the Matrix.

Process:

- The customer will need to submit form DL-31CD to upgrade their privilege from non-commercial to CDL. The most recent version of the DL-31CD form can be obtained from the Driver and Vehicle Services website. Forms are also available at a driver license

center, notary, auto club, or tag agency. The DL3-1CD can also be faxed or mailed from the Call Center. The customer should also obtain the Commercial Driver's Manual, which they should be able to obtain thru the same sources as the DL-31CD.

- In October of 2002, PennDOT began issuing knowledge test authorizations. Upon processing a request for a CDL learner's permit, if any of the requested privileges require both a knowledge test and skills testing, a knowledge test authorization will be issued. Prior to October 2002, a CDL learners permit allowed testing for both knowledge and skills. The knowledge test authorization does not allow the customer to begin on-the-road practicing. Once the customer successfully completes their knowledge test, the Driver License Center will issue the skills permit(s). The combined length of the knowledge test authorization and the skills permit will be one year. EXAMPLE: if the customer takes three months to pass the knowledge test, the corresponding skills permit will be valid for nine months. We will still refer to the process as applying for a permit.
- Effective October 24, 2004, a mandatory 30-day wait period was reduced to a mandatory 15-day wait period required prior to beginning to take the skills test, due to passage of House Bill 1130. Before the customer may take the skills examination for a commercial driver's license, the customer must have held a learner's permit for 15 days for the class of vehicle the person intends to drive and the requisite endorsements. The customer may perform the act of scheduling their skills test as soon as they have the permit, but the actual date for the skills testing to be performed must be outside the 15-day window.
- Effective 1/31/05, customers applying for a hazardous materials endorsement must successfully complete a Federal security threat assessment. Refer to the Hazardous Material Module for additional detail.

For Applicants Possessing A Pennsylvania Driver's License

For Applicants Not Possessing A Driver's License

For Applicants Possessing A Valid Out-Of-State Driver's License

Suggested Qualifying Questions:

1. What class of CDL do you want to apply for?
2. Do you want any endorsements?
3. Do you want to have any restrictions removed?
4. When does your current license expire?
5. Do you currently hold a valid PA driver's license in what class?
6. Are you a U.S. Citizen or Non-U.S. Citizen?

Customer Required Forms:

- Commercial Learner's Permit Application DL-31CD (if customer is a Pennsylvania licensed applicant)
- Application for Security Threat Assessment (DL288)
- Valid Pennsylvania Driver's License

- Proof of identity (List A)
- 2 proofs of residency (18 or older) (List B)
- Social Security Card
- Check or Money Order Made payable to the Commonwealth of PA

Products:

- Commercial Knowledge Test Authorization and/or Learner's Permit (valid for one year combined)
- Photo CDL

Other Reference Material:

- Pennsylvania Commercial Driver's Manual (Pub. 223)
- Driver License Center Listing (see Locator)
- Publication 195 US
- Publication 195 NC
- CDL Fact Sheet
- USA Patriot Act Fact Sheet (PUB-7218FS)
- DL -82 (Out of state Indicator)
- DL - 102 (Eye Exam Form)
- Fee Schedule (PUB-475)

Legal References:

- Pennsylvania Vehicle Code Chapter 15
- Section 1505, Learner's Permits
 - Pennsylvania Vehicle Code Chapter 16
- Section 1607(d), Commercial Driver Learner's Permit
- Section 1609, Application for Commercial Driver's License
- Section 1610, Commercial Driver's License

Screens:

- Customer Inquiry Prompt (DL-503)
- Customer Inquiry Submenu (DL-1505)
- Product Inquiry List (DL-1523)
- Product Inquiry (DL-1524)
- Exam Inquiry List (DL-1525)

Questions and Answers:

Q1: How do I apply for a CDL Learner's Permit?

A1: Applicants must first complete a Commercial Learner's Permit Application, Form DL-31CD, and pay the required fees. When the learner's permit application is processed, PennDOT will issue a Knowledge Test Authorization (KTA) for each CDL class, endorsement and restriction removal requested. The KTA is the applicant's authorization to appear at a Driver License Exam Site for knowledge testing. When knowledge testing is passed, the applicant is issued a learner's permit, which will allow the driver to begin practicing the driving skills, and then schedule and complete skills testing. The customer may not receive their skills testing until 15 days after the permit has been issued. (Refer to the School Bus Module for additional information on applicants for the "S" endorsement, and refer to the Hazardous Materials Module for additional information on customers applying for the "H" or "X" endorsement.)

Q2: What is a Knowledge Test Authorization?

A2: The Knowledge Test Authorization (KTA) is a document similar in appearance to a learner's permit. However, the KTA itself cannot be used like a learner's permit to operate a vehicle. The sole purpose of the KTA is to indicate the CDL classes, endorsements and restriction removals requested by an applicant, and provide the applicant the opportunity to take their knowledge test(s) at a driver license center. This document must be presented when taking the knowledge test(s). It is only after knowledge testing is successfully completed, that an actual CDL Learner's Permit is issued.

Note: A Knowledge Test Authorization is not a driving permit and cannot be used to practice driving skills.

Q3: When I receive my Knowledge Test Authorization, how long must I wait to take the knowledge test?

A3: The knowledge test(s) can be taken on the same day a KTA is issued.

Q4: How long is the Knowledge Test Authorization valid?

A4: The KTA is valid for one year from the date of issuance. The applicant has one year to pass all knowledge and skills tests in order to obtain their CDL Driver's License.

Q5: Will knowledge test results still be valid for one year?

A5: Yes.

Q6: What happens if I pass my knowledge test but fail my skills test and my learner's permit expires? Do I need to retake the knowledge test?

A6: Yes. If the one-year time period has passed and your CDL learner's permit has expired, you will need to reapply for a learner's permit by again completing the Commercial Learner's Permit Application Form DL-31CD. Another KTA will be issued by PennDOT, requiring knowledge testing when results are more than a year old.

Q7: If the customer applies for both a CDL class and an endorsement, will the customer have to pass all knowledge tests before a learner's permit (LP) will be issued?

A7: The system will automatically issue a learner's permit in two situations:

- Any time a core (A*, B*, C*) knowledge test is passed
- Once all requested knowledge tests are passed

Q8: Since both the knowledge and the skills test must be taken within one year, will the one year begin from the issue date of the KTA or from the pass date of knowledge test?

A8: The one year will start at the point in which we process the Knowledge Test Authorization. Once the customer passes the required knowledge test(s), they will be issued a learner's permit that will expire on the same date as the Knowledge Test Authorization.

Q9: Is a CDLIS check done prior to the issuing of a Knowledge Test Authorization is issued? If so, will all DLCs be equipped to check CDLIS?

A9: Yes.

Note: The CDLIS is the Commercial Driver Licensing Information System. CDLIS is a part of the National Driver Registry. CDLIS identifies all drivers who have a commercial license and their state of record.

Q10: How do I obtain another DL knowledge test authorization/learner's permit if it is expired?

A10: Submit a completed DL-31CD, along with a check or money order made payable to PennDOT. There is a \$5.00 fee for each requested class/endorsement/restriction.

Note: The \$7 photo fee is not necessary if the customer is applying for the same type of permit. The annual/increase fee is not paid if the customer is currently licensed as a commercial driver or applying for an extension of their permit (and not within six months of the license expiration date). A common error is telling the customer they must pay for these two fees again when requesting an extension of the exact same type of learner's permit.

Q11: I lost my CDL knowledge test authorization/learner's permit. How do I replace it?

A11: CSR should check customer record to make sure the Knowledge test authorization and/or learner's permit is not expired. If not, customer would submit a completed DL-80CD form (Application to Replace/Correct Commercial Driver's License) along with a check or money order made payable to PennDOT. There is a \$5.00 fee for each requested class/endorsement/restriction. Please advise the customer that the DL80CD will need to be notarized.

Q12: I never received my CDL knowledge test authorization/learner's permit. What should I do?

A12: CSR must check the record to confirm processing and date issued. If processed, customer would submit a DL-80CD form (Application to Replace/Correct Commercial Driver's License). If a knowledge test authorization and/or permit was issued within 90 days of the request, a duplicate is issued free of charge but the form does require notarization. Notarization is required because our records indicate that we mailed it to the customer and it didn't come back to PennDOT as unclaimed. If application is made more than 90 days after the issue date, advise customer of the appropriate fee.

Q13: Where do I go for my test?

A13: Refer to the Driver License Center listing (DL-105LF) to determine which Driver License Center is closest to you. (Contact 1-800-423-5542 to schedule CDL skills testing). CSR should check "Locator" by the customer's zip code to determine the closest location.

Q14: How do I get my CDL knowledge test authorization/permit corrected?

A14: Customer must submit a DL-80CD and a \$5.00 appropriate fee for each class/endorsement/restriction requested. If the correction is a result of a PennDOT error, on the DL-80CD the customer should indicate that there was a "Bureau error" and no fee is required.

Note: If a customer is trying to remove an endorsement that they do not want or need, do not have them complete the DL-80CD. They should go to their local Driver License Center and tell the Driver License Examiner that they do not want/need the endorsement when they go for testing.

Q15: How many endorsements can I get on my permit?

A15: As many as you'd like; however, there is a \$5 charge per class/endorsement/restriction and you must be 21 to apply for the Hazmat endorsement and also 21 if you will be driving out of state.

Q16: What restrictions will appear on my license and how do I have them removed?

A16: L- The "L" represents the air brake restriction. When this letter (L) is present on a license, it restricts the driver from operating a vehicle equipped with air brakes. If it is not on the license, the driver "can" operate these types of vehicles.

B-Passenger Endorsement Restriction- No Class A buses. An example is a cattle trailer only hauling passengers instead of animals and complies with Class A weight requirement combination over 26,001 pounds and trailers over 10,001 pounds.

C- Passenger Endorsement Restriction- No Class A or B buses.

To have these restrictions removed you must apply for a learner's permit. You are required to take a commercial driver licensing air brake and/or knowledge test(s) and the commercial driver licensing skills test in an appropriate vehicle.

Q17: Can I drive a commercial motor vehicle interstate (to other states) with my learner's permit?

A17: The Department only authorizes the permit's use within Pennsylvania's borders; some states, however, honor the Pennsylvania learner's permit. The customer should contact the Department of Transportation in other states to determine if they will honor the Pennsylvania learner's permit. CSR should refer customer to that state's phone number.

Q18: Can I drive a commercial vehicle interstate or in Pennsylvania with my knowledge Test Authorization.

A18: No.

Q19: If I have been issued a commercial learner's permit in the past, but have recently renewed my non-commercial driver's license, must I pay the commercial fees again when applying for a new commercial learner's permit?

A19: Yes, the commercial license fees are required after every license renewal.

Q20: I already have a CDL, but I would like to add an endorsement. Must I start with a learner's permit?

A20: Yes. You must apply for a Knowledge test authorization and successfully pass the test before the endorsement you wish to add to your current CDL will be issued.

Note to CSR: Please refer to the process section of the module.

Q21: What section of the CDL manual should I study for the tests?

A21: CSR should refer customer to the Required License and Study Chart located within the CDL manual.

Q22: What does the X endorsement mean on my Driver's License?

A22: The X endorsement represents a combination of the Hazardous materials and Tank vehicle endorsements. (H & N = X)

Q23: How many tests will I have to take to receive my Commercial Driver's License?

A23: To receive your Commercial Driver's License, you must pass the Knowledge and Skills tests. There are 7 separate tests. The number of tests you take depends on the type of vehicle you want to be licensed to operate. Every applicant takes a general knowledge test, a road test

(skills), and performs a pre-trip inspection of the vehicle. (CSR see back of Commercial Driver's Fact Sheet for testing requirements.)

NOTE: Knowledge tests must be passed first before you are issued a learner's permit to practice and build your skills.

Q24: How many questions are on the CDL Knowledge test?

A24: The CDL knowledge tests consist of multiple questions. In order to pass, you are required to score at least an 80%, which would require you to correctly answer at least:

Test Type	# Questions	# to Pass
Class A Knowledge	70	56
Class B/C Knowledge	50	40
Hazmat	30	24
Tanker	20	16
Double/Triple	20	16
Passenger	20	16
Air Brake Restriction Removal	25	20

Q25: Do I need an appointment to take my knowledge test?

A25: No. It is not necessary to schedule an appointment. You can walk in during the hours of operation for the Driver License Center. CSR should refer to the "Locator" for the correct CDL hours.

Q26: What is the purpose of Basic Control Skills Test?

A26: To evaluate your basic skills in controlling the vehicle.

Q27: Must I drive an empty vehicle for the commercial skills test?

A27: Yes. Loaded vehicles are not permitted during the commercial skills test for safety reasons since the load could shift during the test.

Q28: I am now 18 and have never had a license. How do I obtain a CDL?

A28: You need to obtain a Pennsylvania Driver's Manual, a Commercial Driver's Manual and an Application for Commercial Learner's Permit and Driver's License (DL-180) from your local Driver License Center. Have the DL-180 form completed by a physician and take it along with your birth certificate, social security card, proof of identification, and 2 (two) acceptable proofs

of residency (see Pub. 195US/ 195NC). Note: Cell phone, mobile phone or pager bills are no longer accepted as proof of residency) and check or money order to a Driver License Center. There you will be given a visual screening and the class C Pennsylvania signs and law knowledge test. Once you have successfully completed these two requirements you will be issued CDL testing documents (knowledge test authorization or learner's permit) for your CDL knowledge and skills testing. You will be required to pass your CDL knowledge test(s) first and then you will be issued a Learner's Permit for the skills test. When you are ready, all CDL skills tests must be scheduled in advance by calling 1-800-423-5542 or accessing the PENNODT website at www.dmv.state.pa.us.

Note: You must be age 21 or older to obtain the Hazmat endorsement in Pennsylvania and other states regardless of what class or endorsement you are licensed for

Q29: Who is required to have a CDL license?

A29: Refer to the Commercial Driver's License Fact Sheet under "Forms and Other Reference Materials" for clarification on who is required and exempt from the CDL Program.

Q30: How long are the knowledge test results valid?

A30: The test(s) you have passed will be valid for one year and you will only have to apply for a learner's permit for any test(s) you still need to complete.

Note: CSR should check the record to confirm what test(s) may still be required.

Q31: How many times can I take the knowledge test and the road test for my CDL learner's permit?

A31: You can take these tests this amount of times:

- Knowledge test- 3 times
- Endorsement(s) - 3 times
- Road test all three parts -3 times

Q32: If I want to operate a vehicle that has air brakes, do I automatically need a CDL?

A32: No. You would apply for a CDL learner's permit if the vehicle you will be operating meets the requirements of a commercial vehicle. For example: you want to drive a vehicle that weighs 20,000 pounds and it has air brakes- it is not necessary to obtain a CDL license if the vehicle does not meet any of the other CDL requirements.

Q33: Do I have to take the knowledge test first?

A33: Yes. You will need to exhibit knowledge of the requirements for the privilege you are applying for prior to any skills testing.

Q34: If I have a commercial learner's permit, do I need a CDL driver with me when I practice?

A34: Yes. Until you pass your CDL test(s) you are required to have a licensed commercial driver in the vehicle with you whenever operating your commercial motor vehicle. The person riding with you can have a CDL license from any state and the country of Canada.

Q35: If I have a Knowledge Test Authorization, do I need a CDL driver with me when I practice?

A35: You are not permitted to drive a commercial vehicle with a Knowledge Test Authorization. You must pass your knowledge test first, and then you are issued a CDL Learner's permit to practice your skill building. A CDL driver must be with you when you practice. The person riding with you can have a CDL license from any state or the country of Canada.

Q36: Are there any states that do not issue birth certificates with raised seals, either as originals or duplicates?

A36: As far as we know all official state issue birth certificates have a raised seal. Birth Registrations are not accepted, except in very rare situations when the manager's approval is received; i.e. Manager's Approval may be given when an elderly customer is applying.

Also, some states call their Birth Certificate a Birth Registration. One easy way of checking if there is an official certificate available from another state is to look for a statement on the registration which states something similar to "The official birth certificate is on file at...."
General rule of thumb, birth registrations are not accepted.

Q37: I am 18 or older and reside with my parents, an uncle, aunt, friend or spouse and have no bills in my name. What do I do?

A37: Two proofs of residency are still required. One proof is to bring the person with whom you reside along with their Drivers License or Photo ID to the Driver License Center where they will be required to sign an affidavit that you reside with them. You will also need to provide a second proof of residency such as official mail (bank statement, tax notice, magazine etc.) that has your name and address on it. The address must match that of the person with whom you reside.

Q38: Since France and Germany customers are able to transfer their non-commercial licenses, are they able to transfer their commercial licenses as well?

A38: The only time France and Germany should be listed separately is in the non-commercial license transfer process. French and German licenses cannot be transferred to PA CDL's.

Q39: I lost my Social Security card. Is there anything else I could use?

Q39: No. You must obtain a new Social Security Card by contacting your local SSA office to obtain a replacement, prior to your transaction with PennDOT.

Q40: I took my Social Security Card to the driver's license center, and they told me that they would not accept it because it was laminated. Is this correct?

A40: The Bureau only accepts a Social Security Card if it is not laminated

Q41: My I-94 isn't stamped. Will you accept it?

A41: No, the INS must stamp it. Please contact the INS to receive your updated materials.

Q42: Will you accept a cell phone bill as proof of address?

A42: No, we cannot accept a cellular phone, mobile phone, or pager bill for proof of residency.

Q43: On List A (Pub. 195US), Identification and Residency Requirements for U.S. Citizens, must the documents be valid, or would they be accepted if they are expired?

A43: They may be accepted if the examiner can verify that the customer matches the photo.

Q44: Will you accept two of the same type of utility bill (i.e. Phone bill) for two different months as the two proofs of address?

A44: Yes.

Q45: I don't have a birth certificate or any of the documents required for proof of identity but I do have... (customer may list a number of other documents). Will they accept any of these?

A45: The acceptable proofs of identity are listed on the reverse side of the DL-180.

Q46: If I obtain a Class B permit and I would like a Class A permit, must I pay the CDL increase fees again on the DL-31CD?

A46: Increase fee is not required (however the photo fee would be required).

Q47: I have a class A permit. Can I take my test in a class B vehicle?

A47: You can only take your skills test in the type of vehicle for which you hold a permit. For example, if you hold a class A permit, you must take your test in a class A vehicle.

Q48: How can I take my knowledge test if I do not understand English?

A48: An approved interpreter (from the Approved Interpreter List) may accompany the applicant – and may be used for every test except for the Hazmat test. If an interpreter will be required, an appointment is encouraged so appropriate staffing is available.

Q49: I applied for a commercial learner's permit and was informed that the PDPS verification "failed". How can I receive my commercial learner's permit, now that the problem in the other state is resolved?

A49: CSR inquires (Customer Inquiry) on the record to determine if the upgrade is an existing commercial driver moving up to a higher classification, or if the upgrade is a currently non-commercial driver moving up to commercial for the first time.

- If the upgrade is an existing commercial driver moving up to a higher classification:

CSR confirms that the status of the PDPS verification. Using Conversation 95, the CSR executes a 'PDI' transaction (PDPS Customer Inquiry) by entering record Number and Check Digits.

If the result of the inquiry is a "No Match", the CSR informs the customer that they have now "Passed" the PDPS verification check.

If the customer originally applied through the mail when the PDPS failed, CSR should send a notepad to have the transaction completed. (Application was kept at PennDOT and fee deposited, and microfilm is retrieved to complete the process.)

If the customer originally applied at a Driver Exam Center, advise customer to return to Driver Exam Center with their application and fee.

- If the upgrade is a non-commercial driver moving up to commercial for the first time, a PDI transaction would not be appropriate.

If the customer originally applied through the mail when the PDPS failed, CSR should send a notepad to have the transaction completed. (Application was kept at PennDOT and fee deposited, and microfilm is retrieved to complete the process.)

If the customer originally applied at a Driver Exam Center, advise customer to return to Driver Exam Center with their application and fee.

Q50: Does PA accept Civil Union Certification for a change of name?

A50: No, however, if your name has been changed by permission of the court, you will need to provide a Certified Copy of the Court Order. If you desire to use any name other than 1) your birth name, 2) spouse's surname or 3) a name given by the court, you must provide a copy of a Social Security Card (or records) with your desired name, together with copies of documents from two other sources with the desired name such as: Tax Records, Selective Services Card, Voter Registration Card, Passport or any form of Photo ID issued by a governmental agency.

Q51: Can a CDL permit be renewed at a Driver License Exam center?

A51: Yes. You may also mail-in your DL-31CD application and fee, using the return address on the form.

APPENDIX K
CURRENT CUSTOMER CALL CENTER
OPERATIONAL DATA

KEY OPERATIONAL TRENDS BY YEAR

	2007	2008	2009 Jan-May
Grand Totals (including weekends & holidays)			
Total Customers Served	3,759,208	3,648,856	1,508,211
CSR Calls Handled	1,963,977	1,841,780	775,864
% CSR Calls of Total Customers Served	52.2%	50.5%	51.4%
IVR Calls Handled	1,716,909	1,729,022	699,541
% IVR Calls of Total Customers Served	45.7%	47.4%	46.4%
TDD Calls	4	3	0
Email Responses	48,633	49,172	20,960
% Email Responses of Total Customers Served	1.3%	1.3%	1.4%
Change of Address (COAs) Left on IVR	29,685	28,879	11,846
% COAs of Total Customers Served	0.8%	0.8%	0.8%
Fax Backs (This number is included in IVR & CSR Calls Handled)	35,548	29,822	11,396
Weekly Totals (M-F excluding holidays)			
Total Customers Served	3,462,614	3,352,296	1,381,006
CSR Calls Handled	1,963,977	1,841,780	775,864
% CSR Calls of Total Customers Served	56.7%	54.9%	56.2%
IVR Calls Handled	1,420,445	1,432,462	572,336
% IVR Calls of Total Customers Served	41.0%	42.7%	41.4%
TDD Calls	4	3	0
Email Responses	48,503	49,172	20,960
% Email Responses of Total Customers Served	1.4%	1.5%	1.5%
Change of Address (COAs) Left on IVR	29,685	28,879	11,846
% COAs of Total Customers Served	0.9%	0.9%	0.9%
Fax Backs (This number is included in IVR & CSR Calls Handled)	34,288	28,764	10,538
Performance Statistics (M-F excluding holidays)			
Average Speed to Answer	2:04	2:31	2:16
Average Talk Time	3:23	3:25	3:22
Abandoned Calls	201,385	210,016	74,291
Line Statistics (including weekends & holidays)			
Out-of-State Calls	285,655	318,957	149,043
Exam Scheduling Calls (M-F excluding holidays)	249,141	189,397	71,320
Unique Callers	2,509,521	2,411,436	999,079
Attempts	3,952,319	3,827,189	1,573,572
Automated Services			
Automated % (including weekends & holidays)	45.6%	47.3%	46.0%

KEY OPERATIONAL TRENDS BY MONTH-2007

	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	2007 Total
Call Statistics (including weekends & holidays)													
Total Customers Served	286,428	262,924	324,186	311,161	334,505	333,422	349,774	363,469	309,688	336,082	288,607	258,962	3,759,208
CSR Calls Handled	178,779	143,242	146,388	153,968	172,448	166,840	179,099	193,396	160,883	181,043	152,596	135,295	1,963,977
% CSR Calls of Total Customers Served	62.4%	54.5%	45.2%	49.5%	51.6%	50.0%	51.2%	53.2%	52.0%	53.9%	52.9%	52.2%	52.2%
IVR Calls Handled	103,774	115,024	169,868	150,058	154,863	159,433	163,238	161,932	142,380	147,778	129,861	118,700	1,716,909
% IVR Calls of Total Customers Served	36.2%	43.7%	52.4%	48.2%	46.3%	47.8%	46.7%	44.6%	46.0%	44.0%	45.0%	45.8%	45.7%
TDD Calls	1	-	2	1	-	-	-	-	-	-	-	-	4
Email Responses	3,874	4,267	4,821	4,337	4,088	4,125	4,509	4,508	3,486	4,051	3,462	3,105	48,633
% Email Responses of Total Customers Served	1.4%	1.6%	1.5%	1.4%	1.2%	1.2%	1.3%	1.2%	1.1%	1.2%	1.2%	1.2%	1.3%
Change of Address (COAs) Left on IVR	0	391	3,107	2,797	3,106	3,024	2,928	3,633	2,939	3,210	2,688	1,862	29,685
% COAs of Total Customers Served	0.0%	0.1%	1.0%	0.9%	0.9%	0.9%	0.8%	1.0%	0.9%	1.0%	0.9%	0.7%	0.8%
Fax Backs (This number included IVR & CSR Calls Handled)	2,969	2,567	3,119	3,004	3,321	3,139	3,564	3,314	2,721	2,983	2,600	2,247	35,548
Weekly Totals (M-F excluding holiday s)													
Total Customers Served	287,784	241,809	293,903	286,042	312,990	305,823	323,622	340,989	278,819	311,635	266,030	231,168	3,462,614
CSR Calls Handled	178,779	143,242	146,388	153,968	172,448	166,840	179,099	193,396	160,883	181,043	152,596	135,295	1,963,977
% CSR Calls of Total Customers Served	66.8%	59.2%	49.8%	53.5%	55.1%	54.6%	55.3%	56.7%	57.7%	58.1%	57.4%	56.5%	56.7%
IVR Calls Handled	85,130	93,909	139,715	126,939	133,348	131,834	137,086	139,452	111,511	123,331	107,284	90,906	1,420,445
% IVR Calls of Total Customers Served	31.8%	38.8%	47.5%	44.1%	42.6%	43.1%	42.4%	40.9%	40.0%	39.6%	40.3%	39.3%	41.0%
TDD Calls	1	-	2	1	-	-	-	-	-	-	-	-	4
Email Responses	3,874	4,267	4,691	4,337	4,088	4,125	4,509	4,508	3,486	4,051	3,462	3,105	48,503
% Email Responses of Total Customers Served	1.4%	1.8%	1.6%	1.5%	1.3%	1.3%	1.4%	1.3%	1.3%	1.3%	1.3%	1.3%	1.4%
Change of Address (COAs) Left on IVR	0	391	3,107	2,797	3,106	3,024	2,928	3,633	2,939	3,210	2,688	1,862	29,685
% COAs of Total Customers Served	0.0%	0.2%	1.1%	1.0%	1.0%	1.0%	0.9%	1.1%	1.1%	1.0%	1.0%	0.8%	0.9%
Fax Backs (This number included IVR & CSR Calls Handled)	2,850	2,474	2,988	2,919	3,237	3,019	3,455	3,216	2,583	2,885	2,528	2,134	34,288
Performance Statistics (M-F excluding holiday s)													
Average Speed to Answer	3:04	6:02	7:31	3:41	1:29	1:37	0:45	0:14	0:12	0:30	0:16	0:40	2:04
Average Talk Time	3:27	3:28	3:46	3:44	3:35	3:26	3:19	3:15	3:14	3:13	3:08	3:02	3:23
Abandoned Calls	27,399	43,700	49,609	24,377	13,260	15,343	7,230	2,421	1,478	3,942	1,950	10,676	201,385
Line Statistics (including weekends & holiday s)													
Out-of-State Calls	21,803	21,422	26,354	22,667	23,231	23,713	25,618	26,044	24,062	26,880	23,114	20,747	285,655
Exam Scheduling Calls (M-F excluding holiday s)	26,436	19,756	15,548	17,576	21,679	20,904	23,390	26,448	21,159	23,248	17,896	15,101	249,141
Unique Callers	212,392	199,460	234,172	213,472	221,609	220,788	225,491	230,453	195,624	213,010	183,847	159,203	2,509,521
Attempts	319,852	313,107	379,392	341,002	345,415	345,455	352,145	368,379	308,534	334,222	287,231	259,585	3,952,319
Automated Services													
Automated % (including weekends & holiday s)	36%	44%	52%	48%	46%	48%	47%	45%	46%	44%	45%	46%	46%

KEY OPERATIONAL TRENDS BY MONTH-2008

	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	2008 Total
Line 1 calls (including weekends & holidays)													
Total Customers Served	331,276	308,254	332,663	320,320	309,655	310,908	326,872	309,865	303,472	293,451	242,141	259,979	3,649,956
CSR Calls Handled	170,130	155,235	159,247	161,175	150,177	154,180	166,626	154,799	157,163	154,663	120,748	137,637	1,841,780
% CSR Calls of Total Customers Served	51.4%	50.4%	47.9%	50.3%	48.5%	49.6%	51.0%	50.0%	51.8%	52.7%	49.9%	52.9%	50.5%
IVR Calls Handled	153,936	146,071	166,610	152,079	153,170	149,833	153,686	149,078	140,353	131,767	115,798	116,641	1,729,022
% IVR Calls of Total Customers Served	46.5%	47.4%	50.1%	47.5%	49.5%	48.2%	47.0%	48.1%	46.2%	44.9%	47.8%	44.9%	47.4%
TDD Calls	-	-	1	-	-	2	-	-	-	-	-	-	3
Email Responses	4,330	4,419	4,492	4,430	4,131	4,052	4,340	4,238	4,029	4,034	3,233	3,444	49,172
% Email Responses of Total Customers Served	1.3%	1.4%	1.4%	1.4%	1.3%	1.3%	1.3%	1.3%	1.3%	1.4%	1.3%	1.3%	1.3%
Change of Address (COAs) Left on IVR	2,880	2,529	2,313	2,636	2,177	2,841	2,220	1,750	1,927	2,987	2,362	2,257	28,879
% COAs of Total Customers Served	0.9%	0.8%	0.7%	0.8%	0.7%	0.9%	0.7%	0.6%	0.6%	1.0%	1.0%	0.9%	0.8%
Fax Backs (This number is included in IVR & CSR Calls Handled)	3,001	2,472	2,696	2,689	2,633	2,494	2,633	2,388	2,523	2,458	1,805	2,030	29,822
Weekly Totals (M-F excluding holidays)													
Total Customers Served	305,379	282,757	300,851	297,271	282,956	288,498	303,979	282,558	279,008	273,226	215,430	240,393	3,352,296
CSR Calls Handled	170,130	155,235	159,247	161,175	150,177	154,180	166,626	154,799	157,163	154,663	120,748	137,637	1,841,780
% CSR Calls of Total Customers Served	55.7%	54.9%	52.9%	54.2%	53.1%	53.4%	54.8%	54.8%	56.3%	56.6%	56.0%	57.3%	54.9%
IVR Calls Handled	128,039	120,574	134,798	129,030	126,471	127,413	130,793	121,771	115,889	111,542	89,087	97,055	1,432,462
% IVR Calls of Total Customers Served	41.9%	42.6%	44.8%	43.4%	44.7%	44.2%	43.0%	43.1%	41.5%	40.8%	41.4%	40.4%	42.7%
TDD Calls	-	-	1	-	-	2	-	-	-	-	-	-	3
Email Responses	4,330	4,419	4,492	4,430	4,131	4,052	4,340	4,238	4,029	4,034	3,233	3,444	49,172
% Email Responses of Total Customers Served	1.4%	1.6%	1.5%	1.5%	1.5%	1.4%	1.4%	1.5%	1.4%	1.5%	1.5%	1.4%	1.5%
Change of Address (COAs) Left on IVR	2,880	2,529	2,313	2,636	2,177	2,841	2,220	1,750	1,927	2,987	2,362	2,257	28,879
% COAs of Total Customers Served	0.9%	0.9%	0.8%	0.9%	0.8%	1.0%	0.7%	0.6%	0.7%	1.1%	1.1%	0.9%	0.9%
Fax Backs (This number is included in IVR & CSR Calls Handled)	2,898	2,387	2,594	2,598	2,535	2,396	2,566	2,271	2,454	2,400	1,711	1,954	28,764
Performance Statistics (M-F excluding holidays)													
Average Speed to Answer	1:54	3:00	3:27	3:12	3:06	2:24	2:34	2:52	2:26	1:45	2:01	1:23	2:31
Average Talk Time	3:15	3:15	3:22	3:26	3:31	3:31	3:31	3:28	3:28	3:25	3:25	3:24	3:25
Abandoned Calls	14,421	21,078	23,791	23,504	20,475	17,000	21,853	20,949	16,458	11,815	10,654	8,018	210,016
Line Statistics (including weekends & holidays)													
Out-of-State Calls	27,118	26,694	29,967	27,366	27,208	26,489	27,581	27,225	27,459	26,699	21,449	23,702	318,957
Exam Scheduling Calls (M-F excluding holidays)	16,800	15,492	15,541	17,571	16,377	17,117	18,590	17,005	15,733	15,775	11,121	12,275	189,397
Unique Callers	216,156	204,779	217,751	213,001	201,917	203,691	218,295	207,136	199,964	193,202	163,670	171,874	2,411,456
Attempts	342,691	326,130	354,046	339,643	328,657	325,159	345,548	327,935	315,754	301,456	253,619	266,551	3,827,199
Automated Services													
Automated % (Including weekends & holidays)	46%	47%	50%	47%	49%	48%	47%	48%	46%	45%	48%	45%	47%

KEY OPERATIONAL TRENDS BY MONTH-2009

	Jan-09	Feb-09	Mar-09	Apr-09	May-09	2009 YTD
Grand Totals (including weekends & holidays)						
Total Customers Served	282,159	284,160	321,070	314,483	296,339	1,508,211
CSR Calls Handled	149,920	141,714	163,017	167,536	153,677	775,864
% CSR Calls of Total Customers Served	51.3%	49.9%	50.8%	53.3%	51.9%	51.4%
IVR Calls Handled	135,913	136,216	150,941	139,945	136,526	689,541
% IVR Calls of Total Customers Served	46.5%	47.9%	47.0%	44.5%	46.1%	46.4%
TDD Calls	-	-	-	-	-	-
Email Responses	3,818	3,979	4,697	4,495	3,971	20,960
% Email Responses of Total Customers Served	1.3%	1.4%	1.5%	1.4%	1.3%	1.4%
Change of Address (COAs) Left on IVR	2,508	2,251	2,415	2,507	2,165	11,846
% COAs of Total Customers Served	0.9%	0.8%	0.8%	0.8%	0.7%	0.8%
Fax Backs (This number is included in IVR & CSR calls handled)	2,556	2,092	2,584	2,385	1,779	11,396
Weekday Totals (M-F excluding holidays)						
Total Customers Served	263,424	259,327	295,641	293,785	268,829	1,381,006
CSR Calls Handled	149,920	141,714	163,017	167,536	153,677	775,864
% CSR Calls of Total Customers Served	56.9%	54.6%	55.1%	57.0%	57.2%	56.2%
IVR Calls Handled	107,178	111,383	125,512	119,247	109,016	572,336
% IVR Calls of Total Customers Served	40.7%	43.0%	42.5%	40.6%	40.6%	41.4%
TDD Calls	-	-	-	-	-	-
Email Responses	3,818	3,979	4,697	4,495	3,971	20,960
% Email Responses of Total Customers Served	1.4%	1.5%	1.6%	1.5%	1.5%	1.5%
Change of Address (COAs) Left on IVR	2,508	2,251	2,415	2,507	2,165	11,846
% COAs of Total Customers Served	1.0%	0.9%	0.8%	0.9%	0.8%	0.9%
Fax Backs (This number is included in IVR & CSR calls handled)	2,023	2,013	2,485	2,307	1,710	10,538
Performance Statistics (M-F excluding holidays)						
Average Speed to Answer	1:46	3:21	3:31	1:26	1:19	2:16
Average Talk Time	3:23	3:23	3:27	3:17	3:22	3:22
Abandoned Calls	11,621	20,608	24,180	9,905	7,977	74,291
Life Statistics (including weekends & holidays)						
Out-of-State Calls	27,439	29,094	32,675	30,920	28,915	149,043
Exam Scheduling Calls (M-F excluding holidays)	13,350	11,665	14,422	16,521	15,362	71,320
Unique Callers	193,657	191,841	218,350	203,748	191,463	999,079
Attempts	302,779	305,396	344,927	319,955	300,515	1,573,572
Automated Services						
Automated % (including weekends & holidays)	47%	48%	47%	45%	46%	46%

CURRENT IVR VOLUMES

		2008 Yearly Hit Total
Main Menu	Driver's Licensing Services	1,597,891
	Motor Vehicle Services	922,209
	Exam Scheduling	178,876
	Service Center Locations and Services	160,443
	Web site	26,022
	Apportioned Services	37,640
Driver License	Renewals or Duplicates	433,880
	Status/ Suspension/ Driving Record	649,478
	New Resident	50,612
	Learner's Permits	102,893
	To change Name or Address	92,775
	Frequently asked questions	82,365
	Driver's Licensing Faxes	5,296
	Return to the Main Menu	79,732
	Blind Zero-Transfer to a CSR	154,138
Motor Vehicle	Registration Renewal	223,927
	Duplicate or Replacement Sticker, Plate, Registration Card or Placard	92,575
	Status of a Vehicle Suspension	148,942
	Vehicle Title	158,667
	Changing Name or Address	25,991
	Frequently Asked Questions	48,301
	Motor Vehicle Forms	4,742
	Personalized Plate Availability	12,513
	Return to the Main Menu	52,295
	Blind Zero-Transfer to a CSR	167,504
Exam	Schedule a Regular Non-commercial Driver Exam	313,425
	Schedule all Other Exams	85,277
	Check the Date and Time of Scheduled Exam	33,071
	Cancel an Exam	12,934
	Information on Exam Scheduling on our Web site	3,497
	Return to the Main Menu	16,930
	To speak with a Customer Service Representative	63,386
Service Center	Locate a Service Center	139,108
	Harrisburg Information	19,067
	Return to the Main Menu	34,052
	Blind Zero-Transfer to a CSR	5,583
Web Site	On-line Motor Vehicle Services	3,784
	On-line Driver's License Services	4,122
	On-line Exam Scheduling	569
	Downloading Forms and Fact Sheets	2,581
	On-line Service Center Search	1,473
	How to Contact us, or to Report Difficulties	1,899
	Return to Main Menu	10,914
	Blind Zero-Transfer to a CSR	2,831
Apportioned	Obtaining Replacement or Duplicate Registration Credentials	7,139
	Apportioned Renewals	6,801
	Temporary Authority Services	2,903
	How to Change Vehicle or Jurisdiction Information After Renewal	1,553
	Frequently Asked Questions About Apportioned Services	6,530
	Fax Apportioned Form	655
	Return to the Main Menu	20,238
	Blind Zero-Transfer to a CSR	7,697
Grand Total		6,317,726

CUSTOMER CALL TYPES (DECEMBER 15, 2008 TO DECEMBER 19, 2008)

Call Type	Call Volume
Driver Licensing	15,768
Motor Vehicle	11,603
Foreign Language	761
Exam Scheduling	3,016

Breakout By Day	12/15/2008	12/16/2008	12/17/2008	12/18/2008	12/19/2008	Totals
Driver Licensing	3,711	3,224	3,016	2,974	2,843	15,768
Motor Vehicle	2,934	2,377	2,258	2,081	1,953	11,603
Foreign Language	168	171	147	143	132	761
Exam Scheduling	535	673	552	635	621	3,016

NOTE: Foreign Language does not include Spanish calls handled within the Care Center. These are calls requiring the use of a foreign language translation service.

FORMS/PUBLICATIONS MAILING BY MONTH

Month	Fulfillment Volume
Jan-08	4,170
Feb-08	3,413
Mar-08	2,764
Apr-08	2,746
May-08	2,565
Jun-08	2,434
Jul-08	3,159
Aug-08	3,078
Sep-08	3,439
Oct-08	3,483
Nov-08	2,614
Dec-08	2,932
Total	36,797

Postage was approximately \$18,000 for 2008

CSR TALK TIME BY TYPE OF CALL

Skill	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08
Driver Licensing	3:09	3:09	3:16	3:22	3:27	3:33	3:35	3:33	3:32	3:24	3:25	3:22
Exam Scheduling	2:39	2:30	2:43	2:46	2:53	2:57	3:03	3:01	3:02	2:54	2:54	2:52
Motor Vehicle	3:41	3:41	3:48	3:54	3:57	3:46	3:41	3:38	3:37	3:42	3:41	3:45
Foreign Language	1:34	2:04	1:26	1:07	1:21	1:19	1:29	1:18	1:32	1:26	1:20	0:52

NOTE: Foreign Language does not include Spanish calls handled within the Care Center. These are calls requiring the use of a foreign language translation service.

The CSR Talk Time table shows the monthly average length of a CSR call by type of call. Included in the talk time is data entry time (when appropriate) as the CSRs perform data entry as they are working with the customer.

Call Activity by Day of Week and Hour Interval-2009

Day of Week	Date	8-9 am	9-10 am	10-11 am	11-12 pm	12-1 pm	1-2 pm	2-3 pm	3-4 pm	4-5 pm	5-6 pm	6-6:30 pm	Total CSR Calls
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Monday	26-Jan	512	977	887	1001	855	873	1013	874	861	371	26	8250
Tuesday	27-Jan	448	757	818	907	783	911	851	861	685	270	9	7300
Wednesday	28-Jan	363	646	719	831	700	677	714	717	614	295	29	6305
Thursday	29-Jan	427	678	804	917	786	841	876	887	677	301	31	7225
Friday	30-Jan	390	764	884	845	759	876	844	879	670	304	19	7234

Monday	2-Feb	483	867	819	1027	871	924	999	821	810	292	59	7972
Tuesday	3-Feb	200	883	848	949	816	1005	937	904	702	315	40	7599
Wednesday	4-Feb	473	778	797	860	878	957	877	843	769	324	37	7593
Thursday	5-Feb	453	697	865	867	758	865	823	890	656	319	22	7215
Friday	6-Feb	404	716	819	884	854	871	793	873	649	249	24	7136

Monday	9-Feb	448	758	648	946	867	885	915	830	816	343	30	7486
Tuesday	10-Feb	500	833	854	903	838	896	874	836	704	270	17	7525
Wednesday	11-Feb	446	782	705	785	772	776	693	753	671	236	32	6651
Thursday	12-Feb	398	654	745	740	724	728	827	768	702	226	35	6547
Friday	13-Feb	383	636	804	815	762	782	705	624	620	249	24	6404

Monday*	16-Feb	383	574	631	757	469	432	465	429	308	199	7	4654
Tuesday	17-Feb	476	780	808	866	785	786	854	780	762	318	56	7271
Wednesday	18-Feb	518	822	805	804	751	823	898	832	743	266	42	7304
Thursday	19-Feb	460	704	804	844	802	853	756	720	708	279	46	6976
Friday	20-Feb	410	724	690	852	807	739	800	656	626	291	41	6636

Calls in queue at 6 pm, are still answered by the CSRs

*State offices were closed, but the Customer Call Center was open

APPENDIX L
CUSTOMER SERVICE POLICY

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION**

Date: January, 2008 (Revised Reissue)

SUBJECT: Updated Customer Service Policy

TO: Safety Administration Employees

FROM: Kurt J. Myers
Deputy Secretary for Safety Administration

Daily, all the people of Safety Administration touch the lives of thousands of Pennsylvania citizens. These citizens, our customers, rely on us for prompt, efficient and professional service in all areas of driver licensing and vehicle registration. All of us are here to serve these customers either on the front lines or behind the scenes. Along with our core responsibilities of safety, security and the protection of customer confidential information, service and satisfaction also are our highest priorities.

As one of our highest priorities, customer service dictates the way we do business. It is my expectation that every Safety Administration employee continue to support this overall PennDOT value.

In order to ensure that customers have input into our business, we measure and monitor their feedback, both formally and informally, and view every customer complaint as an opportunity to improve and every customer compliment as an opportunity to celebrate. Every customer complaint requires a complete investigation and response.

This revised customer service policy also serves as a reminder that customer service is an individual responsibility. It's important to be clear that this responsibility applies to individuals at every level of our organization. Whether you serve on the front line or are behind the scenes, supervise or manage, all employees in Safety Administration are held accountable for treating customers professionally and respectfully.

The application of this policy applies to treatment of our external customers—the citizens of Pennsylvania *and* our internal customers--the employees with whom we work on a daily basis.

To be specific, it is my expectation and your individual responsibility **1) to be aware that customer satisfaction is important 2) to treat every customer with respect and dignity 3) to listen to customer concerns, feedback 4) to always be professional, polite and courteous to customers 5) to find ways to provide better service 6) to recover from mistakes we make and 7) to generally strive to exceed customers' expectations at every opportunity.**

In the course of our daily business serving customers in person or over the phone, rude or indifferent behavior to customers in any area of this organization is simply something that won't ever be tolerated and will be investigated. Appropriate action will be taken in every case.

Every employee in Safety Administration is important and individually contributes to our success as a customer focused organization. All employees are expected to be aware of this customer service policy and follow it.

This policy has not, does not nor never will impact the business decisions we make to ensure highway safety and security; nor does it ever mean that any laws or regulations should be disregarded.

I hereby acknowledge that I have read and fully understand Safety Administration's Customer Service Policy.

Signature of Employee

Employee Number

Date

APPENDIX M
PENNDOT RECORD INFORMATION
CONFIDENTIALITY POLICY

PENNDOT Record Information Confidentiality Policy

November/December 2003
Revised: February 2008

The Pennsylvania Department of Transportation (PENNDOT) collects confidential and personal information from the public to administer the various programs for which it has responsibility. Federal and State laws govern the use of this information, including the Federal Driver's Privacy Protection Act, the Social Security Act, and the Pennsylvania Vehicle Code (note: refer to the Department's Privacy Procedures Document for more detailed information on these laws). Daily, many PennDOT employees properly access this information to help thousands of Pennsylvania citizens. We are, however, committed to protect this information from unauthorized access, use, or disclosure.

The following policy has been adopted to address employees' responsibilities for handling and protecting confidential information obtained from PENNDOT. The policy **applies to both Driver License and Vehicle Registration** information.

- As an employee, you may access information only when necessary to accomplish the responsibilities of your employment. You may NOT access or use information from PENNDOT for personal reasons or to assist your family or friends yourself. You must ask another unit that processes that type of transaction to assist your relative or friend. You may NOT access and provide record information to a co-worker so that the co-worker can assist his/her family. You may help your co-workers' family and friends directly **BUT ONLY** if the transaction is part of your assigned job responsibilities. (Examples of inappropriate use, access or misuse of PENNDOT information include, but are not limited to: **accessing or processing work on any records in your name**, making personal inquiries or processing unauthorized transactions on the record of friends or relatives; accessing and providing record information to a co-worker so that the co-worker can assist his/her family; accessing information about another person, including locating their residence, for any reason such as sending birthday cards, determining the age of the record holder, just being curious or any other reason that is not related to your job responsibilities.) You may **NOT** tell someone the address of another person when it is not an authorized disclosure or part of your job responsibilities.
- **You may neither access nor process work on any records in your name for any reason including training.** The following records may be used for training purposes:
 - Driver numbers 26486336, 26496250, and 26496245
 - Title numbers 43015565, 90000502, 51301858, 18473999, and 46730425.
- You may disclose PENNDOT information **only** to individuals who have been authorized to receive it. Requesters of information must complete the appropriate forms, submit them to PENNDOT, and pay all applicable fees.
- You are **responsible** for all transactions occurring under your "**Log on**" identification. You must keep your **password confidential** by taking reasonable precautions to maintain the secrecy of your password. Reasonable precautions include not telling or allowing others to view your password; **securing your terminal**; storing user documentation to sensitive programs in a secure place; and reporting any suspicious circumstances or unauthorized individuals you have observed in the work area to your supervisor.
- I understand that Department computers may be used only for Department business and may contain only Department-owned and/or approved software.

PennDOT takes this responsibility of keeping our customers' information confidential very seriously and expects all employees to access customers' records **only** for official approved business. Please be sure you have a thorough understanding of this policy. **Speak to your supervisor if you have any questions.**

I have read and understand the PENNDOT Record Information Confidentiality policy stated above and acknowledge receipt of Safety Administration's Privacy Procedures Document and **agree to abide by the requirements set forth therein. I understand that violations will result in a minimum three (3) day suspension or dismissal. In addition, where warranted, criminal prosecution may result for violation(s) of State and Federal laws.**

EMPLOYEE SIGNATURE _____ Emp. # _____ Date _____

**Acknowledgement of Receipt of the
Safety Administration Privacy Procedures Document**

PennDOT's Safety Administration Deputate's core business is to provide driver and vehicle services and products to the citizens of Pennsylvania. The Federal Driver's Privacy Protection Act and the Pennsylvania Vehicle Code dictate what customer information must be collected as well as what information can and cannot be disclosed. Safety Administration collects confidential and personal customer information to provide its various services and issue customers their products. Safety Administration realizes that with the prevalence of identity theft in today's world, customers' concern for the protection of their confidential and personal information is paramount. This Privacy Procedures Document details how Safety Administration addresses the protection of private customer information.

Failure to adhere to these guidelines may result in disciplinary action. Any exemptions/waivers to this policy should be addressed in writing to the Director, Information and Fiscal Services. All exemptions/waivers require a Bureau Director signature prior to submission to the Director, Information and Fiscal Services.

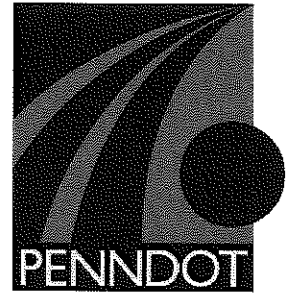
I hereby acknowledge that I have received a comprehensive copy of the Safety Administration Privacy Procedures Document.

Signature of Employee

Date

Employee Number

APPENDIX N
SAFETY ADMINISTRATION PRIVACY
PROCEDURES DOCUMENT



SAFETY ADMINISTRATION

PRIVACY PROCEDURES DOCUMENT

Revision Date: October 2009

Executive Summary

PennDOT's Safety Administration Deputate's core business is to provide driver and vehicle services and products to the citizens of Pennsylvania. The Federal Driver's Privacy Protection Act and the Pennsylvania Vehicle Code dictate what customer information must be collected as well as what information can and cannot be disclosed. Safety Administration collects confidential and personal customer information to provide its various services and issue customers their products. Safety Administration realizes that with the prevalence of identity theft in today's world, customers' concern for the protection of their confidential and personal information is paramount. This Privacy Procedures Document details how Safety Administration addresses the protection of private customer information.

PennDOT has over 8 million licensed drivers and over 11 million registered vehicles. To provide products and services as conveniently as possible, Safety Administration has made a variety of service channels available to its customers. Customers can do business via the following:

- Mail
- Internet
- Business Partners
- Customer Call Center
- Face-to-Face at PennDOT Facilities

Safety Administration has significant controls in place to mitigate the possible compromise of confidential customer information. It is critical that each employee take responsibility for adhering to the controls and requirements outlined in this document to ensure there is no breach of customer information. Employees and external users annually sign a confidentiality policy regarding the appropriate use and access of customer information. Tracking mechanisms are in place to monitor and audit access of this information. Safety Administration does not tolerate any breach of customer information. If misuse is found, appropriate action is taken, which could include termination of an employee or external partner/contractor or, depending upon the severity, possible criminal action. Controls are also in place at Safety Administration facilities to deter not only unauthorized access, but also to ensure the security and proper destruction of customer information and the protection of products.

Safety Administration takes the responsibility of safeguarding customer information very seriously. This Privacy Procedures Document details these safeguard mechanisms and demonstrates Safety Administration's commitment to its customers to ensure their personal and confidential information is protected.

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PRIVACY BACKGROUND

The Pennsylvania Department of Transportation's (PennDOT) Safety Administration Deputate collects confidential and personal information from the public to administer the various programs for which it has responsibility. The Federal Driver's Privacy Protection Act, the Social Security Act, and Section 6114 of the Pennsylvania Vehicle Code govern the use of the information. Daily, government employees and authorized partners access this information as necessitated by their job duties.

PennDOT is committed to protecting this customer information from unauthorized access, use or disclosure regardless of whether the information is in electronic or paper form. PennDOT continually monitors and evaluates all users of its driver and vehicle systems and processes to ensure that customer information is protected and that every customer's right to privacy under the law is protected by all users of this information. If misuse of customer information is found, appropriate disciplinary action is imposed, up to and including dismissal.

PennDOT recognizes that with the prevalence of identity theft in today's world and customers' concern for the protection of their confidential and personal information, it is extremely important that PennDOT remains vigilant and proactive in ensuring that protection. PennDOT takes very seriously its stewardship of this information. Consequently, PennDOT does not tolerate any breaches of confidentiality and ensures the information customers have entrusted to PennDOT is used appropriately.

The information in this program manual provides a high level overview of the measures that PennDOT's Safety Administration Deputate has put in place to protect the privacy of customer information. In addition, Supplemental Information Security Guidelines are attached as an appendix to this document, which employees are required to adhere to.

COLLECTION AND STORAGE OF CUSTOMER INFORMATION

In general, customer information is collected and used by PennDOT and its business partners as part of business transactions with PennDOT's citizen and business customers. The Pennsylvania Vehicle Code requires that certain customer information such as name, address, date of birth, and/or social security number be submitted to the Department for driver licensing and/or motor vehicle services. In addition, PennDOT also receives payment information and other personal information from customers as part of its business operations. The information provided by customers is stored in paper, microfilm, and electronic form during the various stages of PennDOT's business processes.

LAWS GOVERNING COLLECTION, USE AND RELEASE OF PERSONAL INFORMATION:

FEDERAL	STATE
<ul style="list-style-type: none"> • Federal Privacy Act • Social Security Act • Driver Privacy Protection Act • Commercial Motor Vehicle Safety Act • Fair Credit Reporting Act • REAL ID Act • Help America Vote Act 	<ul style="list-style-type: none"> • Title 75 (Vehicles) <ul style="list-style-type: none"> — § 1506. Application for driver's license or learner's permit (lawful presence) — § 1305. Application for Registration — § 1510. Issuance and content of driver's license — § 1518. Reports on mental or physical disabilities or disorders — § 1519. Determination of incompetency — § 1609. Application for commercial driver's license — § 6114. Limitation on sale, publication, and disclosure of records

NOTE: The Social Security Administration (SSA) requires that any person who has access to SSA information must be advised of the confidentiality of the information, the safeguards required to protect the information and the civil and criminal sanctions for non-compliance contained in the applicable Federal and State laws (Federal Privacy Act, 5U.S.C..552a and the Social Security Act, sections 2005(viii) and 1106). This means that the social security number can only be provided to those who are authorized to have access to it under Federal law. This includes law enforcement agencies when enforcing the provisions of the Pennsylvania Vehicle Code, employers and prospective employees who are considering offering a genuine offer of employment, and entities covered by the provisions of the Fair Credit Reporting Act, such as financial institutions and insurance companies. It also includes special situations such as "Dead Beat Parents" and the state Department of Revenue. Any violation of these provisions will be considered most serious and will result in immediate termination as well as criminal prosecution.

Driver License/Photo ID Information



One of the core businesses of Safety Administration is the issuance of driver's licenses and photo identification cards.

- Customer Information Collected:
 - Legal name
 - Date of birth
 - Residence Address
 - Color Photograph
 - Social Security Number
 - Height and Eye Color
 - Signature
 - Phone Number
 - Organ Donor
 - Motor Voter

- How Information is Stored:
 - Electronically Imaged
 - Microfilm

- How Information is Verified:
 - Physical inspection/verification of documents
 - Electronically
 - Social security number – verified with SSA database
 - Problem Driver Pointer System
 - Commercial Driver License Information System
 - Finalist (software which verifies addresses with US Post Office)
 - State-to-State
 - System Alien Verification for Entitlements (SAVE) system (for non-US citizens)

Note: Senate Bill 601, which was signed into law June 29, 2006, prohibits the printing of an individual's social security number on any materials mailed to the individual, unless required by State or Federal law.

Vehicle Registration Information

Another core business function is the issuance of vehicle titles and license plates/registration cards.

- Customer Information Collected:
 - Name
 - Address



- Insurance Information
 - Signature
 - Phone Number
- How Information is Stored:
 - Electronically Imaged
 - Microfilm

Driver and Vehicle Records

- Customer Information Collected:
 - Traffic Safety History (Driver's License Record)
 - Vehicle History (Vehicle Record)
- How Information is Stored:
 - Electronically Imaged

Medical Information

- Customer Information Collected:
 - Medical information for those over 15 years of age that could impair an individual's ability to drive is reported to the Department as required by Section 1518 of the Vehicle Code:
 - Full Name
 - Date of Birth
 - Address
 - Name of Specified Disorder
 - Persons with Disability Placard applications contain a general medical reason code and the physician's name, address and medical license number.
- How Information is Stored:
 - Medical information for driving records is stored electronically on the Medical Electronic Data System (MEDS), a secure, stand-alone system that interfaces with the DL system. MEDS has restricted access.
 - Paperwork is imaged and then kept in locked burn bins prior to being sent for incineration.
 - Person with Disability Placard applications are imaged.

Payment Information

Safety Administration collects fees from customers and businesses during the course of its normal business operations. These fees are paid by customers using a variety of payment methods. These include cash, check, money orders, ACH/EFT and payment cards. Not all payment methods are accepted for all services or at all locations. As a result of these fee collections, Safety Administration employees and business partners may have access to sensitive customer payment information such as checking account information and/or payment card information. This section discusses the controls that have been put in place to protect customer payment information.

The following are the guidelines for handling payment card information that is obtained during manual processing of payments, researching charge-backs, reconciling payments, or any other activity where payment card information is accessible to an employee of the Department. These guidelines are based on the requirements identified by Visa and MasterCard as part of the Payment Card Industry Data Security Standards.

- Guidelines
 - When not immediately needed to perform job functions, documents containing payment card information must be secured in a locked cabinet or drawer.
 - Any documents containing payment card information must be shredded prior to disposal.
 - The card validation code (the three-digit code on the back of the card) may not be stored for any purpose.
 - Payment card information may not be transmitted via e-mail unless approval is granted by senior management.
 - Payment card information may not be stored in any files (Access, Excel, Word, etc.) on network drives (P: drive, S: drive etc.), local computers (C: drive, My Documents, etc.), or external media (floppy disks, CDs, etc.) unless approval is granted by senior management.
 - Cabinets and drawers containing payment card information must be locked at all times with access restricted to those with a legitimate business need to access the files.
 - Documents containing payment card information should not be left unattended at any time (such as sending a fax, documents left on desktop for public viewing, etc.).
 - Payment card information should not be written down, copied, transmitted, or removed from work areas for any purpose that is not directly related to the business operations of the Department or the Commonwealth.
- Employee Guidelines - Each employee that has access to payment card information is provided with a copy of the guidelines. These are reviewed with the employee during their yearly performance review and then initialed and dated and placed in the employee's personnel folder.
- Periodic walk-around audits began in 2006. These are done by the Manager of the Fiscal Services Division, or his delegate, to ensure that the payment card guidelines are being followed.

Annual Payment Card Review

- By the end of June each year, PennDOT is required to submit a Payment Card Industry Security Questionnaire and quarterly Network Scan Results to PNC Bank.
- These requirements are because PennDOT is considered a Level 2 merchant as part of the Payment Card Industry Security Program.
- This questionnaire contains information about the security measures that PennDOT has in place to prevent payment card information from being breached.
- The Network Scan looks for possible problems in PennDOT's network security infrastructure that could enable security breaches by hackers.

Checking Account Information Controls:

- All checks within the depositing unit are stored in secure rooms during the day and in locked rooms overnight.
- Checks are deposited with the bank within 48 hours.
- Any checks received in other areas of Safety Administration are covered by general policies regarding confidentiality of customer information.
- All checks remitted are imaged.

CHANNELS OF SERVICE

Safety Administration has made a variety of service channels available to its customers. Customer obtains information or products via the following:

- Mail
- Internet
- Business Partners
- Customer Call Center
- Face-to-Face at PennDOT Facilities

Entity	What Information is Accessed	How Information is Accessed	Controls	Audit/Oversight
PennDOT	Customer information to conduct business transactions pertaining to an employee's job function. For example, motor vehicle employees who do not do any driver's license transactions, do not have access to driver license information.	Electronically via a personal computer linked to centralized databases via the Commonwealth's internal network. Paper	<ul style="list-style-type: none"> - Confidentiality Policy - Log-On Screen Message - PC Auto-Lock - Criminal history checks - Training - Restricted Access 	<ul style="list-style-type: none"> ▪ Inquiry Audits ▪ Transaction History ▪ Paperwork Audits ▪ Walkarounds (conducted by Office of Risk Management after hours)
Business Partners - On-Line Messengers - On-Line Auctions - On-Line Registration Program (OLRP) - Messenger Services - Agents	Customer information to conduct business transactions. Special restrictions exist. For example, the social security number on customer records is not available to On-Line Messengers that perform driver license transactions.	Electronically via a personal computer linked to centralized databases via the Commonwealth's internal network. Through Gatekeeper software (OLRP) Paper	<ul style="list-style-type: none"> - Contracts - Affidavits of Intended Use - Log-On Screen Message - Criminal history background checks - Restricted Access - Training 	<ul style="list-style-type: none"> ▪ Performance Audits ▪ Inquiry Audits ▪ On-Site Audits ▪ Contract requirements
- Third-Party Wholesale Providers	Motor vehicle and driver's license records for employment or insurance purposes. *Not allowed for marketing purposes * No chaining, tanking; only for	Exchange of driver/vehicle information via FTP. Some wholesale providers also have direct access to the PennDOT computer systems as well as	<ul style="list-style-type: none"> - Contracts - Affidavits of Intended Use 	<ul style="list-style-type: none"> ▪ Contract requirements ▪ Audits ▪ Site review

	intended purposes	electronically via system-to-system access.		
Customer Call Center	Driver and vehicle records	Direct connection to the PennDOT computer system. Driver and Vehicle Services Web site	<ul style="list-style-type: none"> - Contract - Confidentiality Policies - Training - Matrix - Includes what information can be released and to whom. 	<ul style="list-style-type: none"> ▪ Inquiry Audits ▪ Contract requirements
Internet	All information related to the customer's vehicle or driver's license record.	Driver and Vehicle Services' Web site requires 128-bit Secure Socket Layer encryption for all online transactions in which customer information is transmitted. The 128-bit encryption protects the information from being decoded while it is in transmission between the customer and the Web site.	<ul style="list-style-type: none"> - Identifying information, such as last four digits of SS number 	<ul style="list-style-type: none"> ▪ Audits

Other entities have access to information for business purposes but do not provide services to customers directly.

Entity	What Information is Accessed	How Information is Accessed	Controls	Audit/Oversight
Law Enforcement	Driver and vehicle information Customer photos and information (through JNET). Note: PennDOT approves agencies for JNET access; each agency approves their individual users.	Access of driver and vehicle information through the Commonwealth Law Enforcement Agency Network (CLEAN), which connects electronically to PennDOT's systems through the Commonwealth network. Some law enforcement units (e.g., Vehicle Fraud Inspectors) have direct access to inquiry functions of the PennDOT system.	<ul style="list-style-type: none"> - Confidentiality Policies 	<ul style="list-style-type: none"> ▪ Inquiry Audits
External Government Agencies	Driver and vehicle information specific to the agency's need.	Direct access to the PennDOT computer systems as well as electronically via system-to-system access and the Driver and Vehicle Services Web site and JNET.	<ul style="list-style-type: none"> - PennDOT approval prior to access/connectivity - Confidentiality Policies - Log-On Screen Message 	<ul style="list-style-type: none"> ▪ Inquiry Audits ▪ JNET Audits (done by the agency)

Other State DMVs	Driver status and history	Via AAMVANET through CDLIS (Commercial Driver License Information System) and PDPS (Problem Driver Pointer System)	- Restricted by Federal Driver's Privacy Protection Act	
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CONNECTIVITY

Third-party businesses and organizations that provide services or have access to Safety Administration information enter into a contract, agreement or Memorandum of Understanding (MOU) with the Department prior to being given access. Contracts and agreements contain provisions for the security and privacy of PennDOT information.

Approval Process:

- The Request for Proposal (RFP) process is used for several of Safety Administration's contracts (e.g., its photo license contractor, covert audit testing program, emissions program, etc.). The Department of General Services determines if an RFP is issued through their office or the requesting agency.
- Other contracts/agreements are executed through the Request for Applications (RFA) process.
- PennDOT also enters into agreements with other state and federal agencies through an MOU when the process involves exchange of funds and/or Interagency Agreements when the process involves no exchange of funds. These agreements also contain provisions for privacy of information and sample agreements are available upon request.

Administration of Access:

Access to PennDOT's system is restricted to those persons with a legitimate business need to access the system. In addition, PennDOT's driver license and motor vehicle systems contain additional controls that further restrict the functions that users can perform based on the user's role. This section outlines the processes in place to provide system access and associated permissions to employees, business partners, and citizens. In addition, the access control mechanisms that are used for system-to-system access are also explained.

Establishing User Access:

- Pre-Access Requirements
 - Prior to being granted access to PennDOT's driver license and motor vehicle computer systems, an applicant must be either a Commonwealth employee or the employee of an approved business partner.
 - Criminal background checks are performed for Commonwealth employees by the Office of Administration after an employee is hired. Contractors/partners may also be required to have criminal background checks done for their employees and the Department has the discretion to deny access based on the results of the background check.
- User Information, Permissions, and Documentation
 - Required User Information
 - As part of the authorization form, an applicant for system access is required to provide his or her name, social security number, and information about the user's organization.
 - The applicant and the requestor must sign the authorization form prior to sending it for processing.
 - User Roles and Permissions
 - User roles and permissions are determined and maintained by the Office of Information and Fiscal Services (OIFS) within Safety Administration.

- Access to the various portions of the system(s) is controlled by a set of parameters within the system that can be specified for each user and/or user group.
 - Each user is assigned to a role and user group based on job classification, job functions, and work unit.
 - Each role is granted the access that is required in order to perform specific job functions, and is prevented from performing functions that are not needed.
 - Approvals
 - Each user must complete an authorization form.
 - The authorization form must be signed by the user's supervisor, and is reviewed by OIFS.
 - In some cases, additional approvals are needed for special roles. These approvals may require approval by division managers or higher.
 - Acceptable Usage Agreements
 - In addition to the authorization form, each user must sign a series of agreements prior to being granted system access.
 - These agreements are intended to ensure that all users are aware of acceptable and unacceptable actions while accessing PennDOT computer systems.
 - These agreements are also used as evidence in cases where disciplinary and/or criminal proceedings are conducted against a user who has been found to be misusing systems or information.
 - The following agreements are required:
 - User Information Confidentiality: This agreement specifies that users of PennDOT systems are required to keep the User ID and password information confidential.
 - Internet and E-mail Usage: This agreement specifies what constitutes acceptable use of Commonwealth Internet and e-mail systems.
 - Use of Driver and Vehicle Information: This agreement specifies what is considered acceptable use of customer information.
 - All agreements include provisions that outline what disciplinary actions will be taken if the user is found to have violated the agreement(s).
- Enrollment
 - Establishment of User IDs and Passwords is done by the Office of Information and Fiscal Services in cooperation with PennDOT's Bureau of Infrastructure and Operations (BIO).
 - All requests for user access are forwarded to the OIFS.
 - The OIFS reviews the authorization form and agreements for completeness.
 - OIFS employees enter a request into the BIO Service Request System.
 - BIO employees create user ids and temporary passwords for the new user.
 - OIFS employees then setup the appropriate permissions based on the user's role.
 - Once the user is established in the system, the user and the user's supervisor are advised that the setup is complete and access has been granted.
 - If any issues are found during the process, the authorization form and/or agreements are returned to the supervisor along with an explanation of the problem.
 - For employees, the authorization form and access agreements are forwarded to the Bureau of Driver and Vehicle Program Services (BDVPS) for filing in the employee's personnel folder.

- For business partner employees, the authorization form and access agreements are forwarded to the appropriate Contract Program Manager for those partners under contract with the Department.

Updating System Access:

- Notification of Changes
 - Any changes to user access require a new authorization form that specifies the changes required for the user.
 - The OIFS should be notified about any change in user location or job function even if the user's permissions do not need to be changed.
- Required User Information: In addition to the user's name and social security number, the user's existing User ID is required on the form.
- User Roles and Permissions
 - If the user's role has changed, OIFS will update the permissions for the user within the system.
 - All prior permissions will be removed from the system.
 - The new permissions will be added to the system.
- Approval
 - The authorization form must be signed by the user and the user's new supervisor.
 - Certain special permissions may require approval signature by division manager or above.

Removal of System Access:

- Notification of Removal and Reason
 - Resignation, Retirement or Dismissal: Notification is emailed to the OIFS by the Bureau of Driver and Vehicle Program Services along with the effective date of the resignation, retirement or dismissal.
 - Work Rule Violations
 - In addition to the normal process, notification of access removal due to work rule violations/dismissal will be made via telephone to the OIFS.
 - The notification to remove access due to dismissal may come from the supervisor of Human Resources or the Bureau Director of the dismissed employee.
- Removal of Partner Access
 - Business Partners are required to notify their appropriate Contract Program Manager when a user has left employment or no longer needs access to the driver license or motor vehicle systems.
 - The Program Manager sends a request to the OIFS requesting that access be removed along with an effective date.
 - If a business partner user, site, or an entire business is found to be in violation of any agreement and is subject to removal from the system, the appropriate manager will notify the OIFS by telephone in addition to the normal process, and they will remove access immediately.
 - Requests to remove business partner access can also come from Bureau Director or above.
 - Business Partners' points of contacts are required to review their list of users as part of the annual audit process. This review may also result in requests to remove users.

- Required User Information: The user's name and User ID are required to be submitted along with any request to remove access.

System-to-System Access:

- Access via Electronic Messaging
 - Some organizations have been approved to have direct electronic access between the organization's computer system and PennDOT's computer system.
 - Approval for direct access is granted by the Director of the Office of Information and Fiscal Services in cooperation with PennDOT's Bureau of Infrastructure and Operations.
- Access via File Transmission Protocol
 - PennDOT exchanges files between its own computer systems and external computer systems using file transmission protocol (FTP).
 - Approval for FTP is granted by the Director of the Office of Information and Fiscal Services in cooperation with the PennDOT Bureau of Infrastructure and Operations.
- Specifications for accessing the Commonwealth's Information Technology Systems are updated periodically. Organizations with access to the system are required to make any changes necessary to conform with specification updates.

CONTROLS

Safety Administration has audit programs and controls in place to deter and detect misuse of customer information. These programs are dependent upon extensive tracking mechanisms that have been integrated into the driver license and motor vehicle systems. Using these tracking mechanisms, Safety Administration is able to conduct audits and reviews of employee and business partner activity to detect misuse of privileges. Contract provisions for third-party providers allow Safety Administration to terminate their access if misuse is found.

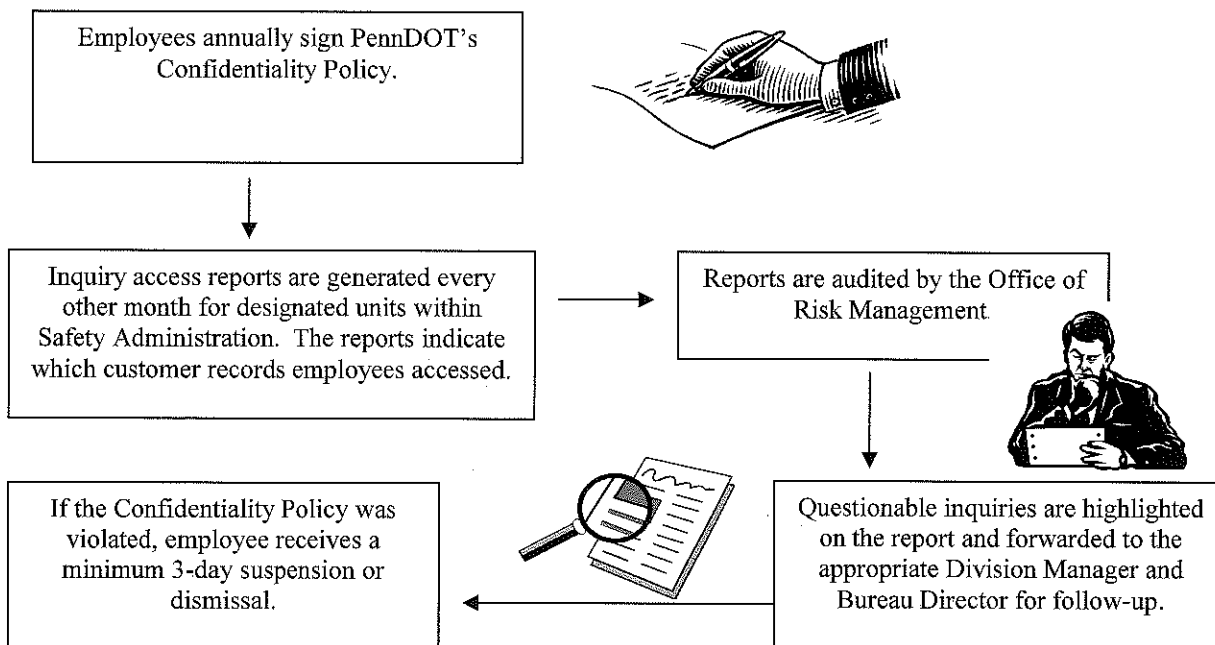
TRACKING MECHANISMS

- Inquiry Tracking
 - Reports are generated for internal and external inquiry audits, showing which customer records were accessed.
 - Reports can be generated on an as-requested basis. For example, if supervisors suspect an employee accessed a record inappropriately, they request a report through the Office of Risk Management.
- Transaction History in Customer Record
 - Work Identification Number (WID) indicates what transaction was done, when and by whom.
- Document Imaging/Microfilm
 - All processed work microfilmed or imaged.
 - Imaging/microfilmed work is identified by WID and can be retrieved at any time.

AUDITING SAFETY ADMINISTRATION EMPLOYEES

Employee Inquiry Audits

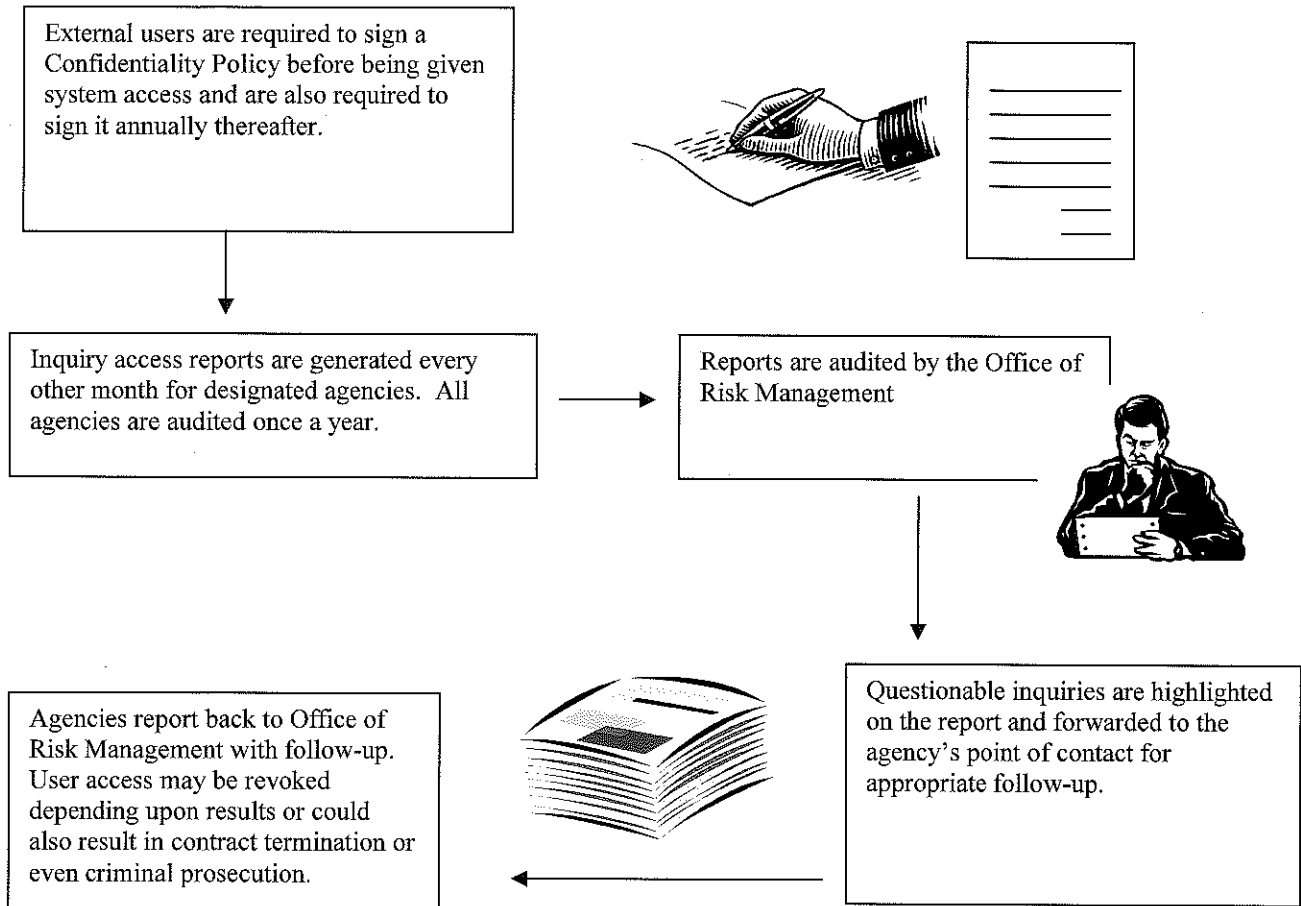
All employees of Safety Administration are required to sign a “Confidentiality Policy” that outlines what information may be accessed and for what purpose. The Policy also reiterates Safety Administration’s commitment to protect customer information from unauthorized access or disclosure.



AUDITING EXTERNAL USERS

External Inquiry Audits

All users from external agencies are required to sign a “Confidentiality Policy” before obtaining system access. In addition, each agency receives annually a letter reiterating the Department’s policy on unauthorized access or disclosure of customer information.



AUDITS OF SPECIAL POPULATIONS

- JNET Users
 - JNET is responsible for the auditing of JNET users who access PennDOT customer information and photographs.
 - This audit is conducted on a biennial basis.
 - Any person found to be in violation of established guidelines for use of PennDOT customer information and photographs is subject to losing access to the JNET system as well as loss of employment and/or criminal proceedings.
- Court Reporting Network Users
 - The county DUI coordinators, in cooperation with the Pennsylvania DUI Association, are responsible for the auditing of the Court Reporting Network (CRN) system.
 - Monthly audit reports are produced to assist the responsible parties in carrying out the audits.
 - Any person found to be in violation of established guidelines for use of PennDOT customer information is subject to losing access to the CRN system as well as loss of employment and/or criminal proceedings.
- On-Line Messengers
 - Approximately four On-Line Messenger (OLM) audits are conducted each month. The audit frequency for OLMs is based on their current quality rating.
 - An on-site audit is also conducted in conjunction with the quality audit.
 - Five OLM inquiry audits are conducted each month.
- Agents and Messengers
 - Safety Administration's Regulated Client Services Section conducts administrative audits of agents and messengers.
 - Internal and external audits are conducted. The external audits are conducted at the site of the business. Internal audits of paperwork are done to ensure the agent or messenger is meeting contractual obligations.
 - Five messenger inquiry audits are conducted each month on messengers with inquiry (AAMVANET) access.
- Online Registration Program (OLRP)
 - Business partners within the Online Registration Program are provided with "PA OLRP Authorization for Inquiry of Motor Vehicle Record" form and applicable procedures.
 - Business partners are required to provide the form and procedures to all participating companies that utilize their services.
 - A report is provided to the OLRP business partner that lists all unpaid inquiries.
 - Participating companies present a form to each customer. The customer must sign the form which authorizes the company to make the inquiry in relation to a legitimate business purpose. All authorization forms signed by the customer must be kept on file at the requestor's office for three years, and is subject to audit.
 - The business partner is responsible for performing audits of its participating companies to look for potential misuse of customer information.
 - Any findings from audits of participating companies must be documented, and made available for three months for PennDOT staff to review, if requested.

- The business partner must create a monthly summary report showing the investigations conducted during the month and the outcome of the investigations. PennDOT staff must be provided access to this report.
- PennDOT also conducts periodic reviews/audits of participating companies and business partners to ensure that the process is being followed.
- PennDOT will take appropriate corrective action as necessary.
- Information Sales Vendors
 - Third-Party Wholesale Providers' contract language gives the Department the right to conduct an audit at any time, at their expense.
 - Wholesale providers are required to keep Affidavits of Intended Use on File for all information requests.
- Driver Licensing Field Employees
 - Paperwork audited two times a year for each employee.
 - Three employees in the Office of Risk Management conduct routine on-site audits of paperwork and facilities.

INTERNET SERVICE CONTROLS

Commonwealth Privacy Policy:

- The Commonwealth of Pennsylvania maintains a privacy policy for its Web site as part of the PA PowerPort.
- Safety Administration's Web site (www.dmv.state.pa.us) has public links to the PA PowerPort privacy policy.
- Safety Administration's Web site complies with the Commonwealth's PA PowerPort privacy policy.

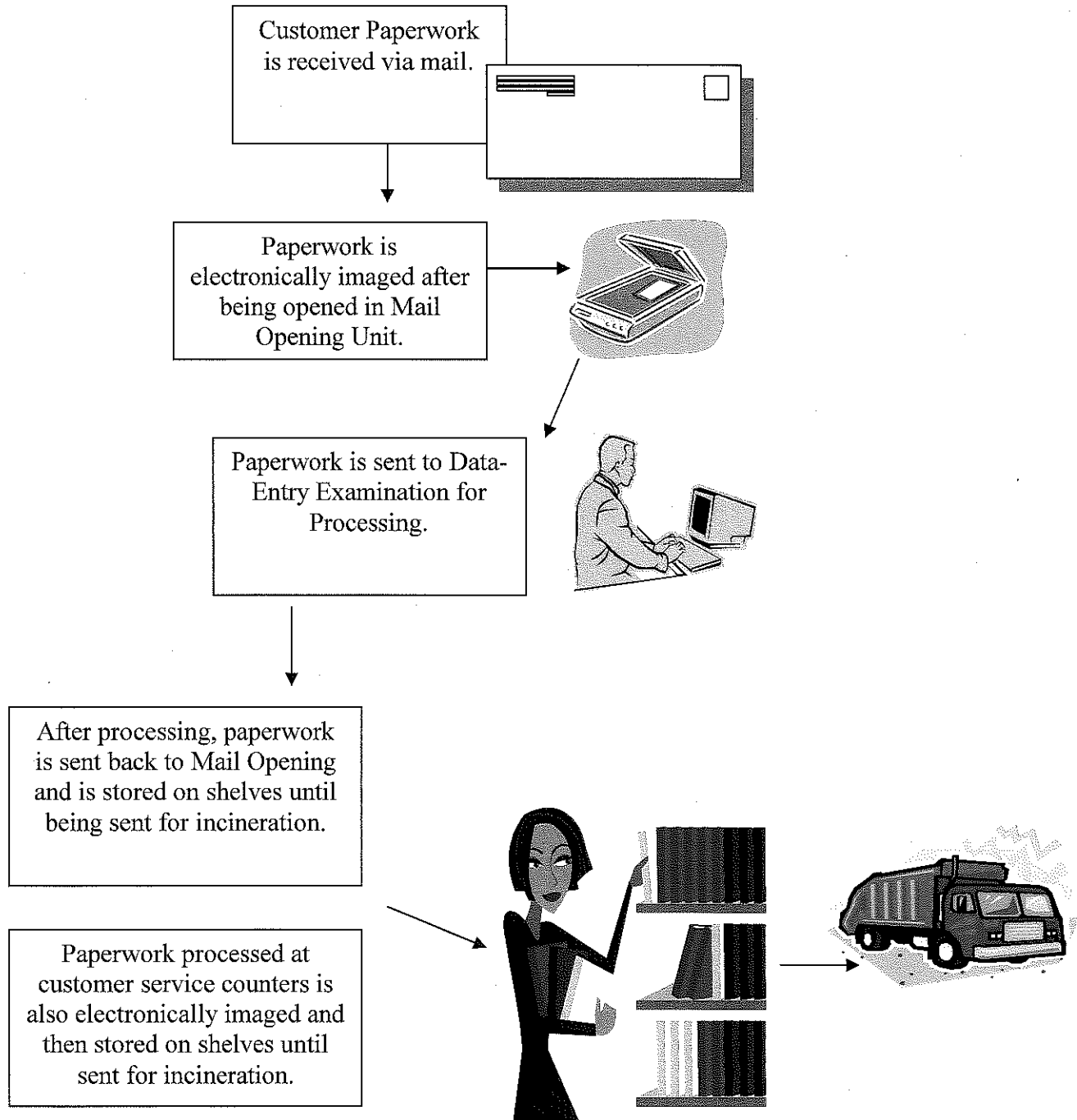
Online Security Policy:

- Safety Administration's Web site required 128-bit Secure Socket Layer encryption for all online transactions in which customer information is transmitted. The 128-bit encryption protects the information from being decoded while it is in transmission between the customer and the Web site.
- Any person using a browser that does not have 128-bit encryption enabled will automatically receive an error message and will not be able to process a transaction on the Safety Administration Web site.

STORAGE OF CUSTOMER INFORMATION

Safety Administration recognizes that customer information is stored in many forms including paper, microfilm and electronic form. While many privacy plans deal solely with the electronic storage of information, this plan addresses customer information regardless of the form in which it is stored. Consequently, this section identifies the controls that are in place for the storage and disposal of customer information in paper, microfilm, and electronic form.

Paperwork



- Electronic
 - Customer information is stored electronically in databases at the Commonwealth's Data Powerhouse as well as at the PennDOT Server Farm and other PennDOT locations.
 - In addition to electronic databases, customer information may also be stored on processing and backup media such as tapes, cartridges, CD, and DVD.
 - Procedures related to databases and media stored at other PennDOT facilities including the Riverfront Office Center and Driver License Centers are governed by general policies for the confidentiality of customer information.

DISPOSAL OF CONFIDENTIAL CUSTOMER INFORMATION

- Safety Administration has a policy in place for the disposal of confidential customer information. The policy applies to Driver License field sites as well.

Paperwork:



Paperwork is required to be shredded or disposed of in burn bins for incineration.

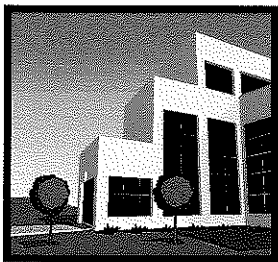


Paperwork processed and imaged by business partners is submitted to the Department to be destroyed by incineration.

Microfilm:



Microfilm is kept for ten years on site in storage cabinets and then sent to the State's Record Retention Center.



PRODUCT CONTROLS

PennDOT Facilities:

- The Department has policies and procedures in place regarding the storage, security and disposal of its products, such as license plates and title stock.
 - It is the responsibility of the manager/supervisor of those areas to ensure procedures are followed.
 - Product stock is stored in high security areas with limited access and special alarms.
 - Product stock at Driver License Centers are kept in a safe with restricted access.

Photo License Centers:

- Contract requirements for the Department's Photo License Contractor and Photo License Technicians are in place to ensure the security of consumables used to produce a driver's license/photo ID (i.e., card stock, holographic overlay).
- Inventory is kept in a locked safe in a secure room. The secure room is alarmed and the doors have deadbolts.
- All inventory must be logged and signed for and all logs are reconciled weekly.
- A Secure Inventory Management System (SIMS) is in place to track all consumables.
- Photo Equipment is alarmed.

Business Partners:

- Requirements are included in partner contracts for securing product stock at their site(s).
- Site audits are conducted to ensure partners meet contract obligations relative to security.

SECURING FACILITIES

While many of the controls discussed in this document pertain to the people who have access to PennDOT's facilities, this section describes the controls that are in place to help ensure unauthorized persons do not gain access to PennDOT's facilities and the materials stored within those facilities. PennDOT has its main driver license and motor vehicle facility at the Riverfront Office Center (ROC) in Harrisburg. Additional facilities such as Driver License Centers and Photo License Centers exist across the Commonwealth. PennDOT's Legislative Services Section is located at the Commonwealth Keystone Building in Harrisburg.

- All processing areas at the Riverfront Office Center are restricted to either people with access cards or escorted visitors.
- Visitor passes do not allow access to processing areas.
- Personal computers lock automatically after a period of non-use to prevent unauthorized access.
- Employees at other locations are responsible for ensuring that visitors and customers do not have access to workstations or other processing equipment.

Access to Riverfront Office Center

Employee Access:

- All Riverfront Office Center (ROC) employees must have a photo ID swipe card to access the ROC. Access is restricted in certain areas and the majority of employees only have access to the facility during normal business hours. Special requests must be made for those requiring access during non-business hours and documentation for all access is kept on file.
 - Access Cards
 - Granting Access – Supervisors notify Safety Administration’s Facility Manager when new employees are hired indicating what area they will be working in. Appointments with the employees are scheduled and they are issued their photo access card. At that time, the employee receives a copy of the ROC’s Swipe Card Policy.
 - Removing Access – Supervisors and managers are required to return all security access cards immediately once an employee is no longer employed at the ROC.
 - Reports can be generated as needed to show what areas an employee accessed during a particular timeframe.
 - Special Secure Areas – Certain areas within the ROC have restricted access. Special instructions are given to the security guards for areas that are designated high security areas. Keypad entry is used for access to these areas after hours.
 - Mail Room and Storage
 - Special Processing Areas (such as high speed mail equipment and depositing areas)
 - Inspection Stickers Room
 - Cash Control Room
 - Dealer Room
 - BIO Print Room

Customer Access:

Customers only have access to the Customer Service areas at the various locations across the Commonwealth.

Visitors and Escorts:

Access for visitors at the Riverfront Office Center is part of the security guard contract. It requires that the security guards are responsible for signing in visitors and maintaining a visitor log. It is also their responsibility to ensure only authorized persons enter the building through the employee lobby. A copy of the contract is available upon request. Employees at other locations are responsible for ensuring that visitors are escorted at all times in non-public areas.

Vendors/Vendor Employees:

Vendors who have daily authorized access to the Riverfront Office Center must have a Riverfront Office Center vendor ID swipe card to access the facility. This swipe card must be worn along with the vendor’s badge visibly shown at all times. Access to areas of the facility and hours of access are provided based on the requirements of job duties performed and contingent upon Management approval. Vendors are responsible for the performance and conduct of their employees while in the facility. Specific incidents and/or events of concern are brought to the attention of the Bureau of Driver and Vehicle Program Services for investigation and termination of access, if required.

Security Guards:

The Department secures full-time security for the Riverfront Office Center. Security guards are provided 24/7 access to the facility and are also restricted from high secure product areas (e.g., sticker room, cash room, etc).

Cleaning Services:

The Department secures full-time cleaning services for the Riverfront Office Center. Cleaning services are restricted in hours of access and from secure areas of the facility.

Cafeteria Workers:

Access for workers in the Riverfront Office Center's cafeteria is restricted to certain areas and hours.

Other Agencies:

Other Commonwealth agencies not part of PennDOT are housed within the Riverfront Office Center facility. These agencies have their security badge process and do not have access to Safety Administration offices. Safety Administration works with these agencies to provide access to common areas, such as the cafeteria, stairwells and parking garage.

Messengers:

PennDOT has contracts with messenger services who conduct business at the Riverfront Office Center. Upon contract approval, messengers are required to obtain a swipe card for the Riverfront Office Center. Messengers have restricted access in the facility.

CONTINUITY OF GOVERNMENT PLAN

Safety Administration's Continuity of Government Plan outlines procedures to be followed for securing the Riverfront Office Center and other statewide facilities and their products and equipment in the event of an emergency.

COMMUNICATION OF PRIVACY PROCEDURES

The program outlined in this document needs to be reviewed periodically and updated with the latest procedures and processes in order to protect the customer information entrusted to PennDOT. In addition, PennDOT's employees must be made aware of the procedures and policies contained in this document. This awareness must include any updates made that affect the activities of employees. This section discusses the program administration and training activities conducted to ensure customer information continues to be protected.

PRIVACY PROCEDURES ADMINISTRATION

- Document Maintenance:
 - The privacy procedures will be administered by the Office of Risk Management.
 - Annually, the Safety Administration leadership team will review the privacy procedures for any updates that need to be made based on business, legislative, or executive initiatives during the year.
 - A copy of the privacy procedures document will be distributed to all employees within Safety Administration on an annual basis.
- Execution of Procedures:
 - The director of each bureau and office within Safety Administration is responsible for ensuring that the duties pertaining to his or her bureau are carried out as specified in the privacy procedures document.
 - Any changes to the program activities outlined in the privacy procedures document should be pre-approved by the Office of Risk Management.

TRAINING

- Employees are required to sign a Confidentiality Policy annually which reinforces the importance of securing customer information.
- Security Awareness Training – Employees are routinely reminded of the confidentiality and sensitivity of customer information and products through memos, policies and training. Training on the security/value of the Department's products and customer information is deployed by Safety Administration's Training Division.
- As additional security procedures are issued by PennDOT, the procedure is emailed to all managers, supervisors, and staff. Supervisors are responsible for making sure that employees are aware of new or modified procedures.
- Fraud Prevention Training – Processing employees receive fraudulent document recognition training, as do various PennDOT partners. Refresher training is conducted on an as-needed basis.

CONSEQUENCES

Although Safety Administration has taken extensive steps to protect customer information from misuse and fraud, it is possible that a breach may occur. In the event that a breach occurs, it is imperative that Safety Administration has a process in place to determine the extent of the breach, assess immediate action to prevent further disclosure, and recover from the event. In addition, notification of affected customers is also an important step of the process.

Consequently, this section provides information about how Safety Administration would respond to various levels of privacy breaches.

RESPONDING TO PRIVACY BREACHES

- Any security or privacy breach or potential breach involving customer information must be immediately reported to the Office of Risk Management.
- The Director of the Office of Risk Management will determine the severity of the breach and the appropriate response.
- After Action Reviews:
 - Any incidents resulting in a breach of customer information will be evaluated to determine opportunities for strengthening the privacy procedures.
 - Any changes to the program resulting from after action reviews will be incorporated into the privacy procedures document.
- The follow-up action is dependent upon which service channel was breached.

PRIVACY INCIDENT RESPONSE TEAM

- Purpose – The purpose of the Privacy Incident Response Team is to provide direction for a quick and effective response to known, large-scale breaches of customer information by either internal or external parties.
- Activation – Once PennDOT becomes aware of a large-scale breach, the Privacy Incident Response Team will be activated via existing phone lists by the Director of the Office of Risk Management.
- Responsibilities:
 - Determine the nature and severity of the incident
 - Determine immediate action that is needed to prevent further compromise (shutting down Web site, disabling Internet access, etc.)
 - Notifications that need to be made to the following groups
 - Commonwealth (Governor's Office, OIT, etc.)
 - Business Partners
 - Customer
 - Others
 - Next steps to correct the issue and restore normal business operations
 - Next steps to begin the recovery process (if needed)
- Members:
 - The members of the Privacy Incident Response Team are based on role/position. Consequently, individual names are not specified in this section.
 - Privacy Incident Response Team members will consist of management from both Safety Administration and PennDOT Information Technology.

- The standing members are as follows:
 - Director, Office of Risk Management (Chair)
 - Deputy Secretary, Safety Administration
 - Director, Bureau of Driver Licensing
 - Director, Bureau of Motor Vehicles
 - Director, Bureau of Driver/Vehicle Program Services
 - Director, Office of Information and Fiscal Services
 - PennDOT Chief Information Officer
 - Director, Bureau of Infrastructure and Operations
 - Office of Chief Counsel Designee
 - Community Relations Coordinator, Safety Administration
- Additional members may be added at the discretion of the team in response to individual incident scenarios.
- In addition to the standing members, the following persons will be made aware of the breach, and may participate in meetings as needed:
 - Secretary of Transportation
 - PennDOT Press Secretary
 - Office of Information Technology Chief Information Officer
 - PennDOT Policy Director
 - PennDOT Deputy Secretary for Administration
- Contact Information
 - Contact information for members can be obtained from the CWOPA system.

CUSTOMER NOTIFICATION

Based on the severity and the breadth of the privacy breach as well as based on providing the best possible customer service, the Office of Risk Management and/or the Privacy Incident Response Team will evaluate the most efficient and effective means for notifying customers affected by the breach. The impact of the potential notification method(s) to the customer needs to be determined before any outreach begins, and the most beneficial/least disruptive choice should be selected.

- Any laws, such as Act 94 of 2005, requiring notification of individuals affected by breaches will be utilized as a basis for determining the method used to communicate with customers.
- Notification Methods to Be Considered:
 - Letters/follow-up letter(s) (if necessary) mailed to impacted customers
 - Web site postings if warranted (i.e. “Fact Sheet” on incident, “Frequently Asked Questions” related to the incident, etc.)
 - Additional press/media interviews/press releases where appropriate, including press conference if warranted.

Appendix 1

COMMONWEALTH OF PENNSYLVANIA
Department of Transportation
Safety Administration

SUPPLEMENTAL INFORMATION SECURITY GUIDELINES

DATE ISSUED: April 1, 2007

BACKGROUND

PennDOT is entrusted with customer, business partner, and employee information as part of its normal business operations. If this information were to be stolen or otherwise compromised, negative results could occur for the entities and the Department. Consequently, it is imperative that PennDOT take adequate precautions to secure customer, business partner, and employee information to prevent the information from being obtained by those that could use it to cause financial or other harm to individuals or businesses.

DEFINITIONS

PAYMENT INFORMATION: Information that includes financial data specific to an individual or business such as checking account numbers, payment card numbers, and other personal financial information that could be used to make fraudulent payments or bring damage to a citizen or business if the information were obtained and used in an improper manner.

COMPUTER/STORAGE DEVICE: Any electronic device that can be used to download and/or store customer, business partner, and employee information on the machine. Examples include, but are not limited to the following: computer, laptop, Blackberry device, disks, CD, DVD, flash drive, jump drive, copier and cell phone. Storage on the device includes data retained on the device's hard drive (C drive) or in the "My Documents" folder, but does not include Shared Network Drives as defined below.

CUSTOMER, BUSINESS PARTNER, AND EMPLOYEE INFORMATION: The information covered by these guidelines includes any of the following pieces of information.

- Driver's License Number
- Title Number
- Date of Birth
- Address
- Contact Information (Telephone, e-mail address, etc.)
- Social Security Number
- Payment Information
- Business Partner Identification Number
- Federal Identification Number (Businesses)
- Contract, Bond, and Audit Information
- Any other information that, if lost or stolen, could cause damage to the customer, business partner, or employee

GUIDELINES

The following guidelines are meant to supplement those information security measures that are already in place. Specifically, these guidelines will address several additional areas such as payment information security, storage of customer, business partner, and employee information on computer/storage devices, connecting non-PennDOT issued computer/storage devices to the PennDOT network, and disposal of computer/storage devices. Where these guidelines conflict with Management Directives and Information Technology Bulletins, Management Directives and Information Technology Bulletins shall apply.

HANDLING OF INFORMATION

- Documents containing customer, business partner, and employee information, including payment information, must not be left unattended by the employee responsible for transporting the documents outside of secure areas within the work location or outside of the work location.
- Payment information, social security numbers, and addresses may not be transmitted via email to recipients outside of Commonwealth agencies unless the information is encrypted. Normal email is not encrypted. Encryption services must be obtained via the Technical Services Division of OIFS.
- Any documents containing customer, business partner, and employee information must be shredded or burned prior to disposal consistent with Safety Administration's document disposal policy.
- Customer, business partner, and employee information, including payment information, may not be written down, copied, transmitted, or removed from work areas for any purpose that is not directly related to the business operations of the Department or the Commonwealth.
- The following applies specifically to payment card (credit and debit card) information:
 - When not immediately needed to perform job functions, documents containing payment card information must be secured in a locked cabinet or drawer.
 - Documents containing payment card information may not be left unattended at any time (such as sending a fax, documents left on desktop for public viewing, etc.).
 - Cabinets and drawers containing payment card information must be locked while non-attended with access restricted to those with a legitimate business need to access the files.
 - The card validation code (the three digit code on the back of credit and debit cards) may not be stored for any purposes.

STORAGE OF CUSTOMER INFORMATION ON COMPUTER/STORAGE DEVICES

- Customer, business partner, or employee information may not be stored on any Commonwealth or personally owned computer/storage device without a written exemption. This does not apply to Shared Drives (see Definitions).
- Once an exemption is approved, any information stored on computer/storage devices must be password protected and encrypted. Encryption services can be obtained through the Technical Services Division of OIFS.
- Customer, business partner, or employee information may be stored on any of the Shared Drives as approved by your Supervisor. However, the following apply:
 - Any customer, business partner, or employee information that is stored on Shared Drives must be stored in a secure folder.
 - A secure folder is only accessible to employees or partners that have been granted access to the information and have a legitimate business need to access the information.
 - Password protecting a file is not enough to satisfy this requirement. The folder in which the document is stored must be secured.

USE OF NON-PENNDOT COMPUTER/STORAGE DEVICES

- Computer/Storage Devices that are not owned by PennDOT may not be connected to a PennDOT network connection.
- Computer/Storage Devices that are not owned by PennDOT may not be connected to a PennDOT Computer/Storage Device for the purpose of downloading or copying customer, business partner, or employee information to the employee's or contractor's Computer/Storage Device.

DISPOSAL OF ELECTRONIC DEVICES

- The Manager of the Technical Services Division must be notified prior to the disposal of any Computer/Storage Device and will coordinate disposal/destruction activities for all Computer/Storage Devices.

QUESTIONS

Questions related to these guidelines may be submitted in writing to the Manager of the Technical Services Division within the Office of Information and Fiscal Services.

CONTACT INFORMATION

The Technical Services Manager is located on the 3rd Floor of the Riverfront Office Center and may be contacted via telephone at (717) 787-7614.

ADHERENCE/WAIVERS

Failure to adhere to these guidelines may result in disciplinary action. Any exemptions/waivers to this policy should be addressed in writing to the Director, Information and Fiscal Services. All exemptions/waivers require a Bureau Director signature prior to submission to the Director, Information and Fiscal Services.

**Acknowledgement of Receipt of the
Safety Administration Privacy Procedures Document**

PennDOT's Safety Administration Deputate's core business is to provide driver and vehicle services and products to the citizens of Pennsylvania. The Federal Driver's Privacy Protection Act and the Pennsylvania Vehicle Code dictate what customer information must be collected as well as what information can and cannot be disclosed. Safety Administration collects confidential and personal customer information to provide its various services and issue customers their products. Safety Administration realizes that with the prevalence of identity theft in today's world, customers' concern for the protection of their confidential and personal information is paramount. This Privacy Procedures Document details how Safety Administration addresses the protection of private customer information.

Failure to adhere to these guidelines may result in disciplinary action. Any exemptions/waivers to this policy should be addressed in writing to the Director, Information and Fiscal Services. All exemptions/waivers require a Bureau Director signature prior to submission to the Director, Information and Fiscal Services.

I hereby acknowledge that I have received a comprehensive copy of the Safety Administration Privacy Procedures Document.

Signature of Employee

Date

Employee Number

APPENDIX O
DIRECT LABOR BREAKDOWN

APPENDIX P
SPECIFIC PERFORMANCE BOND
(GSPUR-55 Rev. 9-81)

SPECIFIC PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

(hereinafter called PRINCIPAL), as PRINCIPAL _____
(address)

and State of _____ and _____

a corporation duly organized under the laws of the State of _____ and authorized to act as a Surety in the Commonwealth of Pennsylvania (hereinafter called SURETY) as SURETY, are held and firmly bound to the COMMONWEALTH OF PENNSYLVANIA (herein after called OBLIGEE), in the sum of _____ (\$ _____) Dollars for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____ A.D. Nineteen Hundred and _____

WHEREAS, the PRINCIPAL has offered to enter into Contract No. _____ for

_____ upon certain terms and conditions set forth in said PRINCIPAL'S proposal herewith submitted.

NOW, THEREFORE, the condition of these obligations are such that if the PRINCIPAL shall not withdraw its bid prior to the expiration of the award period after the opening of the bids; and shall comply with all requirements set forth in the "Proposal" and the "Instructions to Bidders"; and if awarded to the PRINCIPAL, and the PRINCIPAL shall well and faithfully do and perform, according to the true intent and meaning of said contract, all the obligations and conditions thereof specifically set forth in the proposal submitted herewith and said contract, for the period embraced in said contract, then this obligation shall be void and of no effect, otherwise it shall be and remain in full force and effect.

The SURETY hereby waives notice of any alteration or extension of time made by the OBLIGEE.

IN WITNESS WHEREOF, intending to be legally bound, the parties have hereunto set their hands and seals, the day and year above written.

WITNESS (OR ATTEST IF A CORPORATION)

_____ (SEAL)
(PRINCIPAL)

BY _____
(SIGNATURE)

(NAME) TYPED (TITLE)

PENNSYLVANIA RESIDENT AGENT FOR SURETY

_____ (SEAL)
(SURETY)

(SIGNATURE)

BY _____
(SIGNATURE)

(NAME)

(NAME)

(DATE)

(Attach Power of Attorney for the Surety)



Commonwealth of Pennsylvania

Date: **December 10, 2009**
Subject: **Customer Call Center for Driver and Vehicle Services**
Solicitation Number: **6100013048**
Opening Date/Time: **2/11/2010**
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:

Please be aware that the Department has updated the contractual language to the disadvantaged business information within Appendix A, Standard Contract Terms and Conditions of the initial RFP Solicitation Notification.

The revised information pertains to:

- 1.) Part I.RFP-013.1a Disadvantaged Business Information, as attached under Addendum 1, Attachment A.
- 2.) Part II.RFP-003.1a Disadvantaged Business Submittal, as attached under Addendum 1, Attachment A.

The procurement solicitation disadvantaged business requirements will be based on the updated information.

Contact the Issuing Officer if you should have any questions.

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

Syline M. Shingara
Department of General Services
Forum Place, 6th Floor, Bid Room
555 Walnut Street
Harrisburg, PA 17101-1914

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: Syline M. Shingara
Title: Commodity Specialist
Phone: 717-346-3833
Email: sshingara@state.pa.us

**CUSTOMER CALL CENTER FOR
DRIVER AND VEHICLE
SERVICES**

**RFP-6100013048
ADDENDUM 1
ATTACHMENT A**

**DISADVANTAGED BUSINESS
INFORMATION UPDATE**

I-RFP-013.1a Disadvantaged Business Information

The Issuing Office encourages participation by small disadvantaged businesses as prime contractors, joint ventures and subcontractors/suppliers and by socially disadvantaged businesses as prime contractors.

Small Disadvantaged Businesses are small businesses that are owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages. The term includes:

- a. Department of General Services Bureau of Minority and Women Business Opportunities (BMWBO)-certified minority business enterprises (MBEs) and women business enterprises (WBEs) that qualify as small businesses; and
- b. United States Small Business Administration certified 8(a) small disadvantaged business concerns.
- c. Businesses that BMWBO determines meet the Small Business Administration criteria for designation as a small disadvantaged business.

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

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

Questions regarding this Program can be directed to:

Department of General Services
Bureau of Minority and Women Business Opportunities
Room 611, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119
Fax: (717) 787-7052
Email: gs-bmwbo@state.pa.us
Website: www.dgs.state.pa.us

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

II-RFP-003.1a Disadvantaged Business Submittal

a. To receive credit for being a Small Disadvantaged Business or a Socially Disadvantaged Business or for entering into a joint venture agreement with a Small Disadvantaged Business or for subcontracting with a Small Disadvantaged Business (including purchasing supplies and/or services through a purchase agreement), an Offeror must include proof of Disadvantaged Business qualification in the Disadvantaged Business Submittal of the proposal, as indicated below:

1. A Small Disadvantaged Businesses certified by BMWBO as an MBE/WBE must provide a photocopy of their BMWBO certificate.
2. Businesses certified by the U.S. Small Business Administration pursuant to Section 8(a) of the Small Business Act (15 U.S.C. § 636(a)) as an 8(a) Small Disadvantaged Businesses must submit proof of U.S. Small Business Administration certification. The owners of such businesses must also submit proof of United States citizenship.
3. Businesses, which assert that they meet the U.S. Small Business Administration criteria for designation as a small disadvantaged business, must submit: a) self-certification that the business meets the Small Business Administration criteria and b) documentary proof to support the self-certification. The owners of such businesses must also submit proof of United States citizenship, and provide any relevant small disadvantaged business certifications by other certifying entities.
4. All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification, or U.S. Small Business Administration certification as an 8(a) or self-certification as a U.S. Small Business Administration small disadvantaged business, must attest to the fact that the business has 100 or fewer employees.
5. All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification, or U.S. Small Business Administration certification as an 8(a) or self-certification as a U.S. Small Business Administration small disadvantaged business, must submit proof that their gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax return or audited financial statement.

b. All businesses claiming status as a Socially Disadvantaged Business must include in the Disadvantaged Business Submittal of the proposal clear and convincing evidence to establish that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person's color, ethnic origin or gender. The submitted evidence of prejudice or bias must:

1. Be rooted in treatment that the business person has experienced in American society, not in other countries.
2. Show prejudice or bias that is chronic and substantial, not fleeting or insignificant.
3. Indicate that the business person's experience with the racial or ethnic prejudice or cultural bias has negatively impacted his or her entry into and/or advancement in the business world.

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

c. In addition to the above verifications, the Offeror must include in the Disadvantaged Business Submittal of the proposal the following information:

1. Those Small Disadvantaged Businesses submitting a proposal as the Offeror, must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Offeror and not by subcontractors and suppliers.
2. Those Small Disadvantaged Businesses submitting a proposal as a part of a joint venture partnership, must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Small Disadvantaged Business joint venture partner and not by subcontractors and suppliers or by joint venture partners who are not Small Disadvantaged Businesses. Offeror must also provide:
 - a) The amount of capital, if any, each Small Disadvantaged Business joint venture partner will be expected to provide.
 - b) A copy of the joint venture agreement signed by all parties.
 - c) The business name, address, name and telephone number of the primary contact person for the Small Disadvantaged Business joint venture partner.
3. **All** Offerors must include a numerical percentage which represents the total percentage of the total cost in the Cost Submittal that the Offeror commits to

paying to Small Disadvantaged Businesses as subcontractors. To support its total percentage DB subcontractor commitment, Offeror must also include:

- a) The dollar amount of each subcontract commitment to a Small Disadvantaged Business;
 - b) The name of each Small Disadvantaged Business. The Offeror will not receive credit for stating that after the contract is awarded it will find a Small Disadvantaged Business.
 - c) The services or supplies each Small Disadvantaged Business will provide, including the timeframe for providing the services or supplies.
 - d) The location where each Small Disadvantaged Business will perform services.
 - e) The timeframe for each Small Disadvantaged Business to provide or deliver the goods or services.
 - f) A signed subcontract or letter of intent for each Small Disadvantaged Business. The subcontract or letter of intent must identify the specific work, goods or services the Small Disadvantaged Business will perform and how the work, goods or services relates to the project.
 - g) The name, address and telephone number of the primary contact person for each Small Disadvantaged Business.
4. The total percentages and each subcontractor commitment will become contractual obligations once the contract is fully executed.
 5. The name and telephone number of the Offeror's project (contact) person for the Small Disadvantaged Business information.
- d. The Offeror is required to submit **two** copies of its Disadvantaged Business Submittal. The submittal shall be clearly identified as Disadvantaged Business information and sealed in its own envelope, separate from the remainder of the proposal.
 - e. A Small Disadvantaged Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.
 - f. An Offeror that qualifies as a Small Disadvantaged Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.



Commonwealth of Pennsylvania

Date: **January 25, 2010**
Subject: **PennDOT Customer Call Center for Driver and Vehicle Services**
Solicitation Number: **6100013048**
Opening Date/Time: **2/16/2010 8:00 AM, E.S.T. (BID DUE DATE 2/11/2009, 3:30 PM, E.S.T.)**
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:

Pre-Proposal Documents:

1. Updated Power-Point Presentation - Revised Slide 9, Removed slide 10 (DB Information)
2. Copy of Sign-In Sheet and all potential Offeror Business Cards
3. Official CWOPA responses to Offeror questions document with additional information

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.
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Department of General Services
Forum Place, 6th Floor, Bid Room
Solicitation #6100013048
555 Walnut Street
Harrisburg, PA 17101-19148

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.



Commonwealth of Pennsylvania

Very truly yours,

Name: Syline M. Shingara
Title: Commodity Specialist
Phone: 717-346-3833
Email: sshingara@state.pa.us

Pennsylvania Department of Transportation



RFP - 6100013048

Customer Call Center for Driver and Vehicle Services



Welcome

- Introductions
- Restrooms – Right outside “Transportation University’s” Main Entrance
- Lunch – Vending Area – 3rd Floor, right, right
- Fire Exits

Available Items for your Reference:

- Pre-Proposal Power-Point Presentation
- Pre-submitted Offeror Questions and CWOPA Un-Official responses.
- Additional Question Sheets
- Copy of Sign-In Sheet with copies of all Business Cards

Please leave your business card in the basket provided.



- **Department of General Services**
 - Syline Shingara, Issuing Officer
 - Gayle Nuppnau, Procurement Liaison

- **Pennsylvania Department of Transportation
Driver and Vehicle Program Services**
 - Doug Haines, Acting Director
 - Lori Beachell, Manager, Customer Call Center
Program Manager

- Department of General Services

www.dgs.state.pa.us

- PA Supplier Portal – Supplier Services

www.pasupplierportal.state.pa.us

- PA eMarketplace

www.emarketplace.state.pa.us

- E-Alerts Subscriptions

http://www.itqrp.state.pa.us/EAlerts_V2/Login.aspx

**BUREAU OF MINORITY
AND
BUSINESS OPPORTUNITIES
B.M.W.B.O.**

Ms. Gayle Nuppnau

Procurement Liaison

611 North Office Building

Harrisburg, PA 17125

Telephone: (717) 346-3819

E-Mail: gnuppnau@state.pa.us

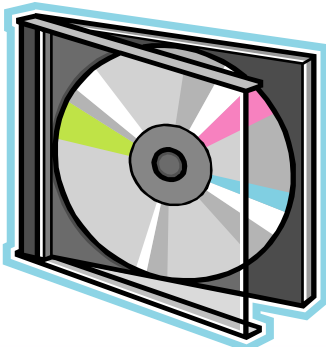
Proposal Technical Submittal Response

I. **Electronic - Via the PA Supplier Portal utilizing**

- www.pasupplierportal@state.pa.us
- User ID
- Password

AND

II. **Physical Medium**



Offeror's Technical Submittal

1. Domestic Workforce Form
2. Proposal Cover Sheet
3. Trade Secret Form
4. Direct Labor Breakdown
5. Financials
6. Insurance Certificates

Technical Submittal Response via the PA SUPPLIER PORTAL shall include:

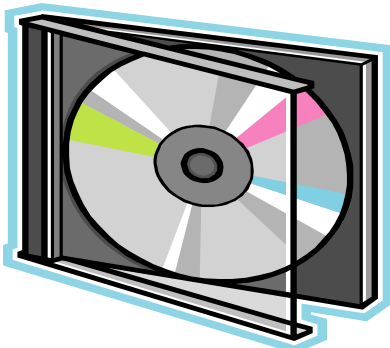
- Appendix B Domestic Workforce Cover Sheet
- Appendix C Proposal Cover Sheet
- Appendix H Trade Secret Form
- Appendix O Direct Labor Breakdown
- Offeror's Audited Financial Statements or unaudited financial statements and copies of federal tax returns with all supporting schedules
- Offeror's Insurance Certificates as outlined in Part V.48

Proposal Disadvantaged Business Submittal Response

- I. Paper Submission
(2 Copies)**
AND

Disadvantaged
Business Submittal
(2 Paper Copies)
Mailed to DGS address
below.

- II. Physical Medium**



OR



Department of General Services
Forum Place, 6th Floor, Bid Room
RFP-6100013048
555 Walnut Street
Harrisburg, PA 17101-1914
Attn: Syline M. Shingara

Proposal Cost Submittal Response

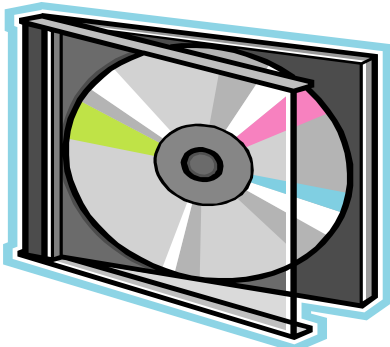


I. E-Mail Submission

AND

RA-erfpsoftware@state.pa.us

II. Physical Medium



OR



Department of General Services
Forum Place, 6th Floor, Bid Room
RFP-6100013048
555 Walnut Street
Harrisburg, PA 17101-1914
Attn: Syline M. Shingara

COST SUBMITTAL

COST Submittal response shall include:

- Appendix D Cost Submittal Worksheet
- Appendix E Lobbying Certification Form

*Do not include any cost information in your technical submittal response.

NON-OFFICIAL RESPONSES

VS

OFFICIAL COMMONWEALTH RESPONSES

Please remember that Commonwealth responses are **not** official until they are confirmed in writing and posted to the eMarketplace website as an Addendum to the solicitation.

www.emarketplace.state.pa.us

www.pasupplierportal.state.pa.us

TIME LINE

- **CWOPA NON-OFFICIAL RESPONSES** **January 15, 2010**
- **POSTING OFFICIAL RESPONSES** **January 25, 2010**
- **If the Department requires additional time, an Addendum to the Solicitation will be posted at the PA Supplier Portal and notification at eMarketplace website.**

www.emarketplace.state.pa.us

www.pasupplierportal.state.pa.us

Customer Call Center for Driver and Vehicle Services

Seeking a qualified Offeror with in-bound call center experience capable of providing telephone, e-mail, and fax informational services for over 3.7 million driver and vehicle inquiries annually. Access and quality of information are key requirements. Access to information is to be addressed primarily through technology and automation, with Customer Service Representatives (CSRs) available to handle complex customer questions and individual specific customer needs. Service access is to be maximized with the use of technology to address growing customer demands while minimizing costs.

MANDATORY REQUIREMENTS

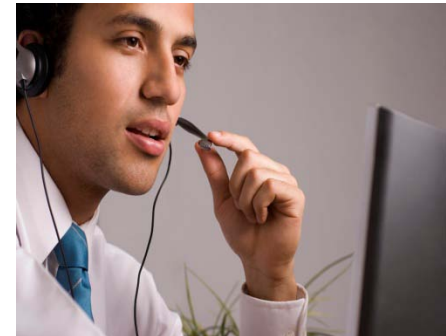
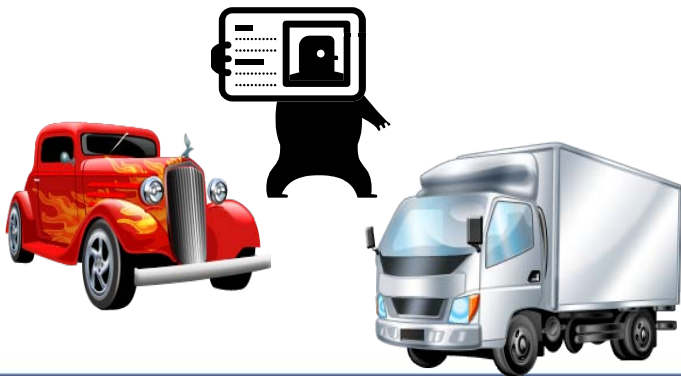
- Proposal must be received by the proposal due date and time. (Physical Submission and electronically via the PA Supplier Portal).
- Proposal Cover Sheet (Appendix C) properly signed by an authorized official that shall bind the Offeror to the provisions contained in the Offeror's proposal.



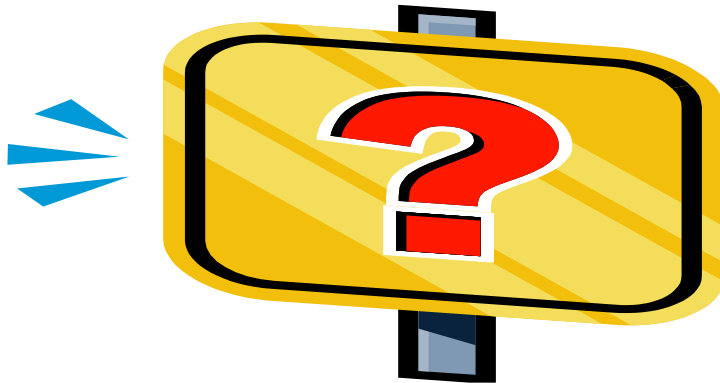
Training Modules

Discussion

Lori Beachell
Customer Call Center Program Manager



Additional Questions



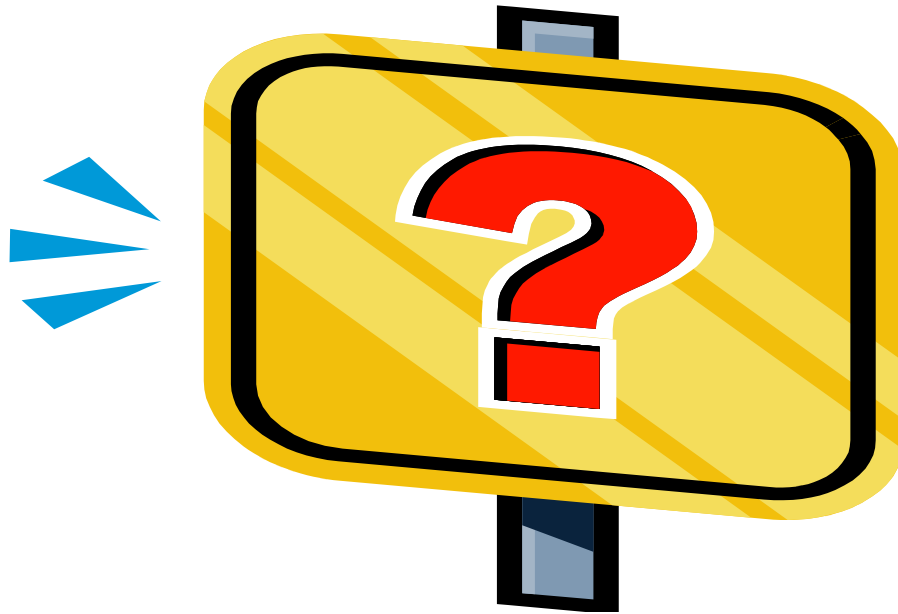
All Offeror questions must be in written form...Blank Question sheets are available at the Sign-In Desk.

Break



20 minutes

Additional CWOPA Responses to Offeror Questions and Discussion



Unofficial Responses to Offeror's Questions....

E-Marketplace

www.emarketplace@state.pa.us

- Solicitations
- Solicitation tabulations
- Awards
- Search Contracts
- Sole Source Procurements

Customer Services Call Center

Telephone - Toll Free: 877-435-7363

Telephone - Harrisburg: 717-346-2676

Web: www.pasupplierportal@state.pa.us

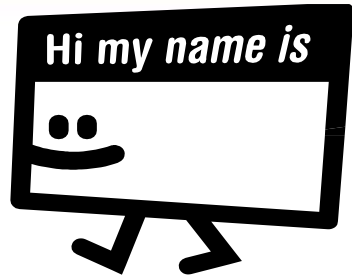
e-Mail: RA-PSC Supplier Requests@state.pa.us

Vendor Registration Guide

Bidding Reference Guide

eAlerts

W-9 Form



**REMEMBER TO LEAVE
YOUR VISITOR PASS
AT THE SECURITY DESK
WHEN YOU EXIT THE BUILDING .**





Thank You

UN-Official Offeror Questions with Commonwealth Responses

RFP-6100013048

**Pennsylvania Department of Transportation (PennDOT)
Customer Call Center for Driver Vehicle Services**

	RFP Subject:	Offeror Question:	Commonwealth Response:
1	Part IV, Paragraph B-3	RFP states: "Provide and locate the Customer Call Center facility within a 40-mile radius of Harrisburg." Question: Will PennDOT consider options for a call center anywhere in the Commonwealth of Pennsylvania?	PennDOT wants to have the Call Center located within 40 miles. Proposals beyond 40 miles may be submitted; however, the Commonwealth reserves the right to reject any proposal that does not clearly state that the proposed facility will be located within the 40 mile boundary.
2	Part IV, Paragraph B-3	I am seeking clarification on the request for the call center to be located within 40 miles of Harrisburg, PA. The SOW states vendors 'may' be disqualified if center is not located within the 40 mile radius. Is this a total disqualifier? We have two call centers in the state but they are both over 40 miles away.	Refer to response to Question #1.
3	Part IV, Paragraph B-3	Our company, headquartered in Lafayette, Louisiana, is presently providing round-the-clock multilingual Call Center services to Maryland WIC as well as State, Federal and local government agencies in more than 30 areas. For more than 2 decades we have been providing communications for disabled, disenfranchised and distressed populations. Our clients include Housing Authorities, Health Departments, Parole agencies, more than 8 military health clinics, and the Mental Health (DPPC, DMH) systems of Massachusetts and South Carolina, among others. As a full service call center, we provide fulfillment, fax, email, IVR, Internet and inbound/outbound housing and healthcare call handling. We perform all of these services from our Louisiana Call Center, with excellent past performance reviews. We believe that we are ideally suited to successfully perform the services required under this RFP, and would ask that you remove the requirement that the Call Center be located within 40 miles of Harrisburg. In our experience, with our state-of-the-art technology, broadband communication enables close day-to-day communication with our government clients at any hour of the day or night.	Refer to response to Question #1.
4	Part IV, Statement of Work, Paragraph B-3	AnswerNet is willing and interested in building a call center specifically for PennDOT in Harrisburg, PA. If we were to be able to provide documentation of serious intent to do so would that supersede the 40 mile radius qualification?	If the call center is located in Harrisburg, PA, it would be within the 40 mile radius.
5	Part IV, Statement of Work, Section IV-1, General Information	Can Companies from Outside USA apply for this ?	Yes, but the Call center physical facility would be located within the 40 mile radius.
6	Part IV, Statement of Work, Section IV-1a, General Information & b. Specific	Whether we need to come there for meetings ?	Yes
7	Part IV, Statement of Work, Section IV-1, General Information	This is offsite work, means we can complete the project in our premises (office) outside USA ?	No, see response to #1
8	Part IV, Part 4, Offeror Qualifications, Page 22	It is requested that the Offeror "describes past experience in providing driver and vehicle information and referral services in a call center setting comparable to the size and scope of the requirements described in this RFP. Question: Will PennDOT accept a proposal from a provider who has past experience in size and scope for both state and federal government, but not specifically driver and vehicle information services?	PennDOT will accept a proposal from a provider who has past experience in size and scope for both state and federal government. PennDOT will evaluate the Offeror's qualifications with regards to driver and vehicle call center experience based on the response provided.
9	Appendix A, Part V.31.a	The RFP discusses should the Commonwealth decide to exercise this option, how much lead-time would be given to the service provider?	The Contract would be awarded and a transition plan evaluated as part of the proposal.
10	Statement of Work, Subcontractors, Reports, Page 24	The Statement of Work states: "All subcontracts must first be approved by the Commonwealth and identified in the technical response". Question: What are the approval conditions and criteria that the Commonwealth will follow for this approval process?	All subcontractors must be clear of any outstanding financial obligations to the Commonwealth and must clear a Contractor Responsibility Program (CRP) check which tracks contractor performance issues and consideration of past performance or whether the commonwealth wants a portion of the contract to be sub-contracted, among other un-identified items.

UN-Official Offeror Questions with Commonwealth Responses

RFP-6100013048

**Pennsylvania Department of Transportation (PennDOT)
Customer Call Center for Driver Vehicle Services**

11	Appendix K	While I see ASA, Hold times and other standard metrics, what is the agent's required AHT (Average Handle Time).	The Department does not have a required AHT, nor do we currently track AHT as a unique measurement; however, Appendix K-Current Customer Call Center Operational Data provides average CSR talk time. Typically all related tasks (notepads or other data entry) are done while the customer is still on the call. Hold time is not included in the CSR talk time calculation.
12	Statement of Work, Objective	Please confirm that the center is not a pilot program, but only the portal process is a pilot.	The Call Center is not a pilot program. The internal process for evaluation is the Pilot Program.
13	Current Contract, 4R-24	In your current state, could you please advise how many seats are being utilized today?	As of 12/31/09, there are currently 112 CSRs (includes CSRs in training).
14	Current Contract, 4R-24, Statement of Work	How many agents are staffed today and is there an ideal number for future state?	See response #13 above for current CSR staffing. With reference to the ideal number for future state, we defer to the Offeror's expertise to identify the ideal number of CSRs to staff the call center to meet the requirements of the RFP.
15	Current Contract, 4R-24, Statement of Work	Is this a one person position or multiple positions to fill?	Question not specific enough to respond.
16	Statement of Work, Section IV-3, Tasks	Please clarify the hold time metric. Is this separate from the ASA and is that the maximum amount of time a customer may be placed on hold for each call or is 60 seconds an average and an agent is able to go back to the caller after 60 seconds to advise if the issue is still being looked into?	The hold time is different than the ASA. Refer to Work Statement; IV-3 Tasks; Task D: Operations; (6) Call Management; Hold Time Limit: "If the hold time requires a longer wait than the initial 60 seconds, the CSR must return to the caller every 60 seconds thereafter to reassure the customer the issue is still being researched". This would continue until the caller is no longer on hold.
17	Appendix G, Service Level Agreements (SLAs)	Could you please verify your access rate metric for me?	See Appendix G-Service Level Agreements (SLAs) for an example.
18	Appendix K	What percentage of the 3.7M inquiries are calls, emails, fax?	Refer to Appendix K-Current Customer Call Center Operational Data.
19	Part 1.4 RFP-004.1 Problem Statement (Oct 2006)	Going forward, is the assumption to keep automation of calls at 40%?	Refer to IV-1 Objective; (b) Specific; #35.
20	Part 1.4 RFP-004.1 Problem Statement (Oct 2006)	Are any of the emails and/or fax inquiries automated? What are the assumptions going forward? (Regarding automation)	Currently fully automated faxing is done through the IVR. There is no fully automated system for e-mails. The vendor must maintain the automated fax back option as indicated in IV3-Tasks; Task D: Operations; (4) Service Level Requirements; Forms Fulfillment. There are no future assumptions regarding e-mail automation.
21	Part 1.4 RFP-004.1 Problem Statement (Oct 2006)	Are there any outbound requirements for either calls or Fax?	Faxes are to be responded to within 24 hours, refer to IV3-Tasks; Task D: Operations; (4) Service Level Requirements; Forms Fulfillment. If an outbound call is necessary, it must be made within 2 hours (during normal call center hours of operation).
22	Part 1.5 RFP-005.1 Type of Contract (Oct 2006)	Can you please elaborate on extenuating circumstances where drivers inquiries are increased significantly.	No reference to extenuating circumstances in the reference provided can be found to answer the question.
23	Appendix D Appendix G	What is PennDOT's preference as to the unit cost to be calculated in APPENDIX G? (Hourly? Monthly?)	Cost Calculation for the SLAs are listed in the Examples shown in Appendix G. Appendix D reflects the hours by fiscal year.
24	Appendix G Service Level Assessments (SLAs)	What is the AHT?	Refer to Response #11.
25	Appendix G Service Level Assessments (SLAs)	What is the requirement for Fax turnaround time?	Refer to IV3-Tasks; Task D: Operations; (4) Service Level Requirements; Forms Fulfillment
26	Appendix G Service Level Assessments (SLAs)	Are there any assessments on non-performance regarding Fax related services?	No; however, there is a requirement to fill the requests. Refer to IV3-Tasks; Task D: Operations; (4) Service Level Requirements; Forms Fulfillment.

UN-Official Offeror Questions with Commonwealth Responses

RFP-6100013048

**Pennsylvania Department of Transportation (PennDOT)
Customer Call Center for Driver Vehicle Services**

27	Appendix G Service Level Assessments (SLAs)	Is there a target abandonment rate? (Reference provided by potential Offeror: Appendix G)	There is no specific abandonment rate target; however, the abandonment rate is part of the call demand. Refer to Requirement 1 in Appendix G: Service Level Agreements (SLAs).
28	Statement of Work, Tasks Appendix G Service Level Assessments (SLAs)	How is the misinformed/call accuracy rate calculated? (Reference provided by potential Offeror: Appendix G)	Refer to IV-3, Tasks; Task D: Operations: (5) Performance Requirements: CSR Accuracy.
29	Statement of Work, Tasks	What is the training duration for agents and for train-the-trainer?	Offerors should assume that the Initial Train-the-Trainer conducted by PennDOT (refer to IV-3 Tasks; Task B: CSR and Supervisor Training) would last 6 weeks (3 weeks Driver License and 3 weeks Motor Vehicle).
30	Statement of Work, Tasks	Are there any fulfillment requirements? (brochures, applications... etc)	Refer to IV3-Tasks; Task D: Operations: (4) Service Level Requirements: Forms Fulfillment.
31	Statement of Work, Objective	Is the requirement for ALL of the agents to be located in Harrisburg, PA?	The requirement is within a 40 mile radius of Harrisburg. Refer to IV-2 Nature and Scope: c. Offeror Readiness: Facility Location.
32	Home Agents	Does this RFP allow for home agents?	No.
33	Statement of Work	In general, what is the process for ongoing updates for information, technology, and/or processes?	Updates are communicated by the PennDOT Call Center Program Manager via phone, e-mail, fax, and/or in person.
34	Proposal Response Date	Will the Commonwealth extend the response due date by 30 days due to the size and scope of the opportunity?	No.
35	Current Contract 4-R24	Can you provide a electronic copy of the current contract?	Any potential Offeror who wishes a copy of the current contract should contact the Issuing Officer via email, to request the procurement documents prior to close-of-business, February 10, 2010.
36	Statement of Work, Objective	According to the RFP the skills transition will be phased beginning in August. Will the training and certification process also be modularized to mirror the phased transition or will all agents be fully trained and certified before taking any calls.	CSR training and certification must be completed before the CSR starts to take calls or respond to emails. The Offeror may just train CSRs on a single skill if they can direct just the appropriate callers/emails to the appropriate single skill CSR. (If a CSR is just trained in driver licensing, the Offeror would need to ensure that motor vehicle calls were not sent to the CSR)
37	Appendix F	Can you please provide the hiring profile (including experience and education level) to be used for agents? Do you envision groups of agents with various skill levels? If so, please provide each unique profile.	The Offeror may propose CSR staffing with single or multiple skill levels. Experience and education are not specified. Refer to Appendix F-Customer Service Representatives Duties.
38	Operational	Can you please elaborate on the current training duration (by modules/skill if necessary) and the certification process.	Currently, 4 weeks for driver licensing training and 4 weeks for motor vehicle training. Once training is completed the CSRs must take and pass a certification test for the skill set they were just trained in.
39	Part IV.3, Tasks	Will whole disk encryption only be utilized at the agent desktop level?	Refer to IV-3: Tasks; Task A: System Installation.
40	Statement of Work, Tasks	What RoboHelp version and type of installation are you using currently?	The call center uses version 5.0.2. PennDOT uses Microsoft HTML Help to read the RoboHelp files provided by the call center.
41	Appendix G	Within required reports can you explain CSR Access Rate?	Refer to Appendix G-Service Level Agreements (SLAs), #2 for an example.
42	Appendix G	Can you tell me how many users may need access to recordings remotely?	Approximately two (2).
43	Statement of Work, Operation	How will IVR information be sent/received from the TN3270 session	Currently the IVR information is obtained from the PennDOT mainframe through access using 3270 emulation software. The call center uses a designed program that performs a screen scrape of PennDOT Mainframe information and feeds it back to the IVR.

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44	Appendix G	For all of the service level penalties listed in Appendix G, is there a time to cure before penalties are assessed? For instance on the CSR accuracy rating, what is the probationary period for new hires before this penalty is assessed?	There is no cure period for SLAs. The Offeror is expected to train and provide support necessary to maintain required accuracy.
45	Appendix O	Is there a labor grading system and prevailing labor rate chart that we need to comply with for the Commonwealth pricing components for Appendix O?	No.
46	Appendix A	In the RFP preparation information, it states that most of the forms that are to be completed are editable documents. In order to do this we must convert them to editable docs with Adobe. Once completed, what is the preferred format for returning the documents? Can we submit them in the text format?	Submission in Adobe format are acceptable provided they are fully searchable. The Commonwealth will not accept the main Technical, DB, or Cost submissions in text format. Other documents may be submitted in text format, although the Commonwealth reserves the right to require those documents be resubmitted in an alternate format.
47	Appendix A, Page 31	Termination for Non-Appropriation: If a state budget is not signed by the July 1 deadline each year, will the provider still be paid in a timely manner if not ordered to discontinue services? If not, for how long will the provider be expected to continue services without payment?	Failure to provide services during a budget impasse would be considered a breach of contract regardless of whether payment is being made.
48	Appendix F	CSR Duties: Are there any other duties that CSRs are expected to complete in the course of their responsibilities of call handling? Work statement referenced data entry tasks. Are there any other paperwork associated tasks required?	Documentation will need to be submitted by the Call Center to be maintained in microfilm or EDMS by PennDOT showing what data entry work was done on the customers' records.
49	Appendix F	CSR Duties: There appears to be a strong emphasis on written communication skills. What % of a CSR's job responsibilities requires this skill set?	This is a requirement to process email responses
50	Appendix G, Service Level Agreements/Systems	Systems/Services Availability: To better understand the calculation of this assessment, the SLA references "ALL" systems/services. As such, shouldn't the calculation for the number of hours/minutes per month be applicable to all automated services collectively (e.g., Using the example in Appendix G, it only addresses one system and the standard monthly allowance for hours and minutes (1 hr, 26 min.). If there are 3 automated services, wouldn't the calculation be based on the monthly allowance times 3 for a statistically accurate 99.8% (e.g., Monthly allowance per system is 1 hour and 26 minutes (86 minutes) x 3 (3 systems) for a total allowance of 258 minutes?)	All systems/services are to be constantly available for customers. The calculation reflects that 100% of systems/services were not available. It would not be times 3.
51	Appendix G, Service Level Agreements	CSR Accuracy: The CSR accuracy SLA is 99.5%. Appendix J indicates the information modules are often changed with updated information. As the Commonwealth adds new information, is the accuracy SLA modified in comparison to the change in volume of information the CSRs are required to handle?	No. The Offeror is to train its Call Center employees on new information provided by PennDOT and the information is to be accurately relayed to the customer. The Accuracy target does not change.
52	Appendix K	The data shows the average talk time. What is the average email response handling time?	Approximately 7 minutes.
53	Appendix N	Record Information Confidentiality Policy: The acknowledgment of this form includes reference that the employee has signed both the record information confidentiality and Safety Administration's Privacy procedures document. However, in Appendix N, there is another acknowledgement form. Are employees expected to sign both acknowledgements, or does the one for record information confidentiality cover both policies?	Both documents will need signed.
54	Appendix N, Page 17	Privacy Procedures Document: It indicates that user access could be revoked depending on audit results. However, in Appendix M, it indicates violations could result in three days suspensions or dismissal. Could the Commonwealth clarify the discrepancy in disciplinary action?	Any could apply. These will be reviewed on a case-by-case basis.
55	Appendix N, Page 17	In appendix N, part of the external inquiry audit indicates questionable inquiries are forwarded to the agencies point of contact for follow up. What follow up is required of the Customer Call Center, and what amount of time can an Offeror expect to spend on this requirement?	It would depend upon the nature of the issue. Follow-up could be with the CSR directly or may entail research against call recordings for the times in question. This has historically not required an undue expenditure of time.
56	Work Statement, Page 2	#21: Does PennDOT provide the surveys that are expected to be conducted?	PennDOT will request specific call/email surveys as desired. Surveys are generally just to record the number of calls related to a specific topic.

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57	Work Statement, Page 2	#21: In order for an Offeror to establish an effective staffing model for all work requested, can you advise how many call-type surveys the Offeror would be expected to conduct annually?	Surveys would be as requested. Typically, this has been less than 12 per year.
58	Work Statement, Page 2	#21: Are the call-type surveys that are to be conducted done so in relation to specifics associated with this RFP and call center activity and call center related work only?	Yes. See Q&A #56 above.
59	Work Statement, Page 3	#35: Would PennDOT be flexible in the 40% IVR requirement if PennDOT implemented enhancements which created a reduction in calls (e.g., enhanced self-service via their web, changes resulting in less customer questions, etc.), thus having the possibility of affecting % of IVR calls handled?	If an enhancement would decrease the need for assistance thru the IVR, it would probably reduce the need for a CSR at approximately the same rate. As such, the percentage would probably not change. PennDOT wants to reduce the need for customers to speak with a CSR. If the change would also reduce CSR volumes, and consequently reduce Call Center staffing, PennDOT may entertain discussions on the IVR percentage and any other related areas to reduce cost.
60	Work Statement, Page 3	#39: Seasonal call handling: Will apportioned & school bus calls be the only calls that are transferred for seasonal call center handling?	Not necessarily. See #62.
61	Work Statement, Page 3	#39: Seasonal call handling: How much notification will the Commonwealth provide in order for the Offeror to be prepared to handle the additional calls so as not to put the Offeror in a position of not performing to all service level requirements (as seasonal calls would obviously increase customer attempts, etc)?	If possible, PennDOT will provide 60 days notice.
62	Work Statement, Page 3	#39: Seasonal call handling: Would the additional calls fall within the content of what information is already available to the Offeror from the point of the notice to proceed? If not, how much advance notice will be provided to ensure the CSR staff is adequately trained in the new information so as to not affect Offeror performance (e.g., Accuracy)? Would CSR training be provided by the Commonwealth if it doesn't fall within the information provided at the point of notice to proceed?	The seasonal calls would be driver or vehicle related. If the subject matter had not previously been provided to the Call Center, PennDOT would provide. Also, if this is new material, PennDOT would provide a train-the-trainer session if needed. Lead time to train CSRs would depend on the breadth and depth of the subject to be trained.
63	Work Statement, Page 6	Security/Systems: Is it permissible for CSRs to work from home?	No.
64	Work Statement, Page 8	Systems Installation: If a file is too large for email delivery, will PennDOT accept an encrypted file via another mode of transport?	That would possibly be acceptable. This would need to be addressed on a case-by-case basis. It would depend on the mode of transport and the security of the information being transported. PennDOT is willing to work with the Offeror if this happens.
65	Work Statement, Page 9	Systems Installation: All supervisors and CSRs must have access to the PennDOT Driver and Vehicle Website. Does the Commonwealth provide resources/training/updates to ensure the Call Center is apprised of changes in information to the website to ensure the call center has the information necessary to assist customers who are using the website as expected in this reference?	PennDOT will notify the Call Center of updates. Training will be provided when appropriate.
66	Work Statement, Page 9	System Installation: The RFP indicates the Offeror must provide toll capacity sufficient to accommodate up to 10 simultaneous out of state callers at any time. This is a fairly low volume requirement, so does this mean out of state caller activity is not considered as part of the calculation for CSR Access Rate since this requirement indicates a 95% access rate?	Access rate is to encompass all calls, whether originating in state or out of state. The Offeror may provide access for more than 10 simultaneous out-of-state callers.
67	Work Statement, Page 9	Can PennDOT provide guidance as to a specific protocol that the Offeror should use when pricing future upgrades or IVR connections to the new system?)	At this time, we do not know the specific protocol that will be used when we no longer use the 3270 protocol.
68	Work Statement, Page 9	Systems Installation: Does PennDOT know or can it provide some basic insight on bandwidth requirements of the new system once the older protocol 3270 is no longer in use?	Not at this time.
69	Work Statement, Page 9	Systems Installation: In reviewing the document for decommissioning equipment we have these questions: Can an Offeror do a quick drive format if the drive is encrypted? Or does the Offeror still need to do a DoD 5220.22-M 1 where data is overwritten using a one pass approach?	It must be wiped using DoD 5220.22-M 1 standards

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70	Work Statement, Page 10	Given that the current information modules are owned by PennDOT, will PennDOT identify and make the necessary changes to information modules as laws and policies change throughout the term of the contract to ensure the Offeror has current reference material and the ability to achieve the accuracy SLA.	PennDOT will provide the updates. The Call center will update reference materials and train staff. The Call Center is responsible for the relaying information to the customer as provided by PennDOT.
71	Work Statement, Page 10	Are the existing modules intended as a training tool or as a reference for more experienced employees? Are they written specifically with call center employees/processes in mind since the accuracy requirement for the Offeror is 99.5%?	They are used both for training and as on-going reference material by the Call Center. The modules are also used by PennDOT staff.
72	Work Statement, Page 10	CSR and Supervisor Training: On average, how long does it take to initially train a CSR?	Refer to response #29.
73	Work Statement, Page 10	What is the average learning curve for new employees to become proficient?	This will depend on the person and the training provided by the Call Center; however, due to the depth and breadth of the information involved, it may take months. Refer to response #29
74	Work Statement, Page 11	Can adjustments to the staffing model be made as needed after the contract is awarded, providing the Offeror stays within the contract budget if the Offeror finds that greater efficiency and effectiveness could be gained from such changes in overall call center operations?	The Call Center will need to constantly evaluate staffing, as call volumes will fluctuate. While adjustments may be made across the Offeror's cost categories, the Offeror may not bill for any costs incurred or fees beyond the contracted amount.
75	Work Statement, Page 11	CSR and Supervisor Training: The RFP indicates that any employee not passing the knowledge certification test shall not be utilized as a CSR. What is the average success rate of employees passing the certification test?	There has been an average of 93% success rate CSR certification.
76	Work Statement, Page 11	Task D: Operations – The Offeror is required to submit the # of employees, how they will be used, and associated expenses in the Cost Submittal. Given that staffing and associated expense may be different depending on whether the Commonwealth opts for toll or toll-free service, this may significantly change staffing projections and expenses. As such, what assumption should the Offeror make to accurately respond to the proposed staffing and associated costs?	Appendix D asks for separate toll and toll-free pricing to address.
77	Work Statement, Page 12	Operations: The RFP states that PennDOT staff will be on site for a period of two weeks after the system becomes operational. Is there a cost for this for that two week period or longer if required?	If the Offeror is not able to assume full responsibility for the Call Center at the end of this two week period, the Offeror may be charged for additional support that PennDOT would need to provide.
78	Work Statement, Page 13	Removal of Personnel: What reasons would PennDOT have for removing personnel from the project or preventing them from performing any service under the contract? Additionally, is PennDOT required to make these decisions within the confines of fair labor and employment practices to ensure no legal liability to the Offeror?	PennDOT only exercises this right as it applies to this contract. The Offeror may retain the employee in other business it may have. Within the contract, if someone committed fraud or identity theft, PennDOT would demand removal from the Call Center. If a CSR was rude, PennDOT may just request the CSR be removed from any customer interaction, but still be allowed to remain with the Call Center and do forms fulfillment or other tasks that do not require customer interaction for an example.
79	Work Statement, Page 13	Removal of Personnel: If PennDOT requires the removal of personnel from the project, or that they be prevented from performing any service under this contract, will the Offeror be held liable and assessed LDs for the performance areas as a result of the removal of that personnel (e.g., removal of CSRs may result in inability to handle minimum call requirement) during the interim of replacing said personnel?	The removal of personnel at PennDOT's request would not affect PennDOT's ability to enforce any SLAs.
80	Work Statement, Page 13	Certifications (Customer Service & Privacy Policies): Will the Commonwealth accept the certifications being signed on day 1 of employment (e.g., during orientation and prior to system access) vs. prior to starting on the project.	Yes; however, no employee may view or have access to any customer or other confidential information prior to signing.
81	Work Statement, Page 14	PennDOT Staff Attending Training: How much notification will the Commonwealth provide to the Offeror if PennDOT staff is to attend Offeror CSR training?	30 days

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82	Work Statement, Page 15	Systems/Services Availability: The services include mainframe connectivity. Should there be a loss in mainframe connectivity as a result of Commonwealth systems/services, is the Offeror held accountable for the 99.8% SLA?	The Offeror is not held accountable if the cause of the connectivity problem was on the Commonwealth side. However, if changes are made in Commonwealth systems, and changes are therefore required in the Offeror's systems to remain compatible with Commonwealth systems, the Offeror will be accountable for loss of connectivity when the Offeror was made aware of the upcoming change and did not make the necessary modifications to their systems.
83	Work Statement, Page 15	Forms Fulfillment: Are there any documents, publications, or other fulfillment products that PennDOT provides to the Offeror in order to complete fulfillment requests? If yes, what are they and what is the process/TAT for which PennDOT will provide these documents to ensure the fulfillment TAT required of the Offeror.	The Offeror will print all forms and certain publications from the PennDOT website to fulfill mail requests. PennDOT will provide some of the larger publications for the Call Center to mail with PennDOT providing the envelopes. Such examples are: Driver's manual; CDL Manual; Spanish Driver's Manual. The Offeror should order stock at least a week in advance.
84	Work Statement, Page 15	Forms Fulfillment: If the Offeror is required to use the Commonwealth's mailing contractor, is there any variable in this requirement that could impact the Offeror's ability to meet the fulfillment TAT expected of the Offeror? Would the Offeror be alleviated if a delay would be caused by the Commonwealth's contractor?	If the courier would not pick up when they were supposed to, the Department would not hold the call center responsible.
85	Work Statement, Page 15	Days of the Week/Hours of Operation/Holidays: The RFP indicates that the Offeror will be closed for all state holidays as listed in the Commonwealth calendar. Systems and Security referenced policies to be followed as outline under the Governor's jurisdiction. While it indicates that the Offeror shall remain fully functional in the case of inclement weather, will the Offeror be following delays or closing as also followed under the Governor's jurisdiction?	The Offeror should expect to be open regular hours of operation in case of a delay or closing. Call Center delays or closings will be at PennDOT's discretion. The management directive is only relative to the Holiday listing. Refer to CWOPA, Administrative Circular 09-16 for 2010 CWOPA holidays. To view the Administrative Circular for 2010 go to: http://www.portal.state.pa.us/portal/server.pt?open=512&objID=635&PageID=229473&mode=2&contentid=http://pubcontent.state.pa.us/publishedcontent/publish/cop_general_government_operations/oa/oa_portal/omd/p_and_p/administrative_circulars/2009_circulars/items/09_16.html .
86	Work Statement, Page 15	Call Production Quotas: Does the statement "The Offeror may not establish call production quotas without the prior approval..." infer that call production quotas should not be established, or is this specific to the reference of performance based pay?	Production quotas may not be established without PennDOT's approval.
87	Work Statement, Page 15	Maintain Required TATs: CSAs are to be sent within 24 hours, or 48 hours if sent via email. Is this 48 hours via email after the 48-hour TAT to reply to an email? Or, does the TAT for CSAs mean within 24 hours whether it be via a phone call and within 24 from when the email response is sent to the customer, reflecting a 24-hour TAT from the time a customer receives a response from the call center?	Within 24 hours of the time the Call Center knew or should have known of the issue; however, we expect to be notified immediately for critical issues. In the case of a phone call, it would be 24 hours from the time of the call. In the case of an email, it would be no more than 72 hours from the time the email was received (assumes 48 hours TAT on the email and notification within 24 hours).
88	Work Statement, Page 16	CSR Accuracy: The RFP states: "PennDOT may conduct its own observations live or recorded to determine the accuracy rating for the customer call center." What sample size/volume of observations will PennDOT use in determining this performance (e.g., statistically valid sample size)?	PennDOT would use a minimum of 50.
89	Work Statement, Page 16	CSR Accuracy: The RFP states "The Offeror will observe a minimum of 10 customer contacts (by type - defined as driver licensing and motor vehicle) per month for every CSR." If a CSR is skilled to handle both call types, is it PennDOT's expectation that an equal distribution of calls be observed (e.g., 5 Driver licensing; 5 Motor vehicle)?	Yes.
90	Work Statement, Page 17	Languages: Are the call center services that require the Offeror's ability to respond directly to customers in English and Spanish as well as other translation services for calls only, or does this apply across all venues (IVR, etc.)?	Phone calls and emails. This does not apply to IVR.
91	Work Statement, Page 17	Hold Time Limit: If a situation requires more than average research, resulting in a longer than average hold time, and the customer portrays frustration with the checking back every 60-seconds, will the PennDOT accept the CSR asking customer permission to only return once the research is completed in order to be in compliance with the hold time limit as well as the customer service policy expectations?	Yes.

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92	Work Statement, Page 17	Call Management Information System: The description indicates the system should provide access to attempts and busy signals. This information is typically only accessible via the phone carriers reporting systems and not via CMS systems. Can it be assumed that having access to this information via the phone carrier's reporting systems is acceptable, whereby the CMS systems will be required to provide access to ASA, wait times, etc.	Yes.
93	Work Statement, Page 20	Monthly Reports: Is there any other data that would be required in the top 99 calling numbers other than just the numbers?	The following is currently included on this report: Listing Name, Calling Number, Bold listing of new callers (hitting this report), # of completed call this month and last month from each phone number listed, call volume change, total call duration and average call duration per phone number. PennDOT would require this information in the Top 99 Caller report.
94	Work Statement, Page 21	Quarterly Reports: Is the requirement for a quarterly analysis and report for recommendations as to how to reduce the need to speak to a CSR the same as the reference on pg. 2, #22 - provide quarterly recommendations to reduce calls/emails, improve services, etc.	All may be in the same Quarterly Report.
95	Work Statement, Page 21	Other Reports: The Commonwealth requires ad hoc reports. In order for an Offeror to project an accurate staffing model, please provide the frequency and time requirements for the volume of additional ad hoc reports in weekly or monthly terms.	These are very infrequent and would typically be volume statistics from the IVR or telecom services.
96	Work Statement, Page 21	Other Reports: The Commonwealth requires ad hoc reports. Will the ad hoc report requests be relevant to the customer call center project, or should the Offeror be expected to provide reporting for other department purposes?	The ad hoc reports would be relevant to specific items occurring within the Call Center, but may be requested for non-call center Driver License or Motor Vehicle program reasons.
97	Work Statement, Page 21	Once the Customer Call Center is fully functional, are there any other regularly scheduled meetings the Offeror is expected to host or attend throughout the life of the contract, other than the status meetings referenced under Project Control, quarterly recommendation meetings, and observation calibration meetings as referenced in the Work Statement?	There are currently also Quarterly Module Meetings and Quarterly Notepad Meetings hosted by PennDOT that the Call Center would attend. PennDOT reserves the right to require additional meetings if it deems necessary.
98	Work Statement, Page 22	Please explain HIPAA compliance in context of this RFP.	There may be medical related information provided for certain licenses, registrations, etc. that are covered under HIPAA.
99	Work Statement, Page 24	Service Level Agreements: The RFP indicates the Commonwealth shall notify the Offeror in writing before deducting such sums (LD assessments) from money payable to the selected Offeror. Will the Commonwealth provide the opportunity for Offeror review/agreement of said deductions before the payments are processed?	The Offeror may review the deduction made. If the invoice is already in process, and the invoice Service level assessment is subsequently changed by PennDOT, an adjustment would be made on a future invoice.
100	Work Statement, Page 24	Service Level Agreements: Do the details in the service level agreement indicate that SLA penalties will always be assessed, and no extenuating circumstance is ever taken into consideration for relief of SLAs?	PennDOT, at its option, may take extenuating circumstances into account.
101	Work Statement, Page 24	Service Level Agreements: The RFP indicates the assessments are not mutually exclusive; more than one may be assessed at a time. In the event of one service failure that impacts IVR functionality, which could impact access rate performance and minimum call requirement, is it the Commonwealth's intent to assess liquidated damages in all three areas given the source was one system outage? Or, does this mean that if more than one service or system interruption occurs within similar timeframes (e.g., same day, same week, etc.) that more than one liquidated damage may be applied?	In both examples PennDOT could make multiple assessments.
102	Work Statement, Page 26	Criminal History Background Checks: Can the Commonwealth advise what the turn around times are for receiving PA State Police background checks (e.g., fastest TAT, longest TAT)	PennDOT does not have that information.

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103	Work Statement, Page 26	Criminal History Background Checks: The details of the RFP state that this could include "delivery staff" etc. If the Offeror follows the security process as outlined on page 6 of the Work Statement, whereby the delivery personnel are supervised at all times to eliminate viewing of employees working, would the Commonwealth consider this as acceptable compliance, thereby foregoing the requirement of a criminal history check for delivery personnel?	Yes; however, the Call Center must ensure that the delivery personnel do not have access to or could view any customer-specific or other confidential information, even if accompanied.
104	Work Statement, Page 26	Criminal History Background Checks: Most employer applications request applicants to advise the potential of any criminal history within the past 7 years or so. How many years back does the Commonwealth take into consideration when making determinations associated with criminal history background checks?	PennDOT will want to know about any criminal history, regardless of the age.
105	Work Statement, Page 26	Criminal History Background Checks: The description in the RFP includes employees with a record that includes a breach of trust/fiduciary responsibility shall be removed from system access privileges. Please provide specifics of what is meant by breach of trust/fiduciary responsibilities and relevance of said convictions in the context of employee responsibilities on this contract.	Theft or fraud-related issues.
106	Statement of Work, Page 2	The Statement of Work says that the bidder is required to "Provide PennDOT real-time, Web-enabled access to Offeror's Call Management Information System." Is PennDOT referring to the capability to supervise agent statuses, and current answered and queued call volumes, etc? How many users would need access to this information?	Refer to IV-3: Tasks; Task D: Operations; (6) Call Management; Call Management Information System.
107	Statement of Work, Page 2	Please explain what is meant by "perform incoming call-type surveys upon request by PennDOT."	Refer to response to Question #56.
108	Statement of Work, Page 15	Please explain how CSA's are forwarded to PennDOT.	CSAs are forwarded via email.
109	Statement of Work, Page 16	Please explain what is meant by the access calculation?	Refer to Appendix G-Service Level Agreements (SLAs); #2 for an example.
110	Current Contract, 4-R24	How long is the training period for a typical CSR today?	4 weeks for driver licensing and 4 weeks for motor vehicle.
111	Current Contract, 4-R24	Do you currently utilize an incident management tool for tracking of all CSR answered calls and what the call was for? Is this a requirement of the RFP?	Currently CSR answered calls are tracked by skill (driver licensing, motor vehicle, exam scheduling etc). Offeror is required to maintain this level of reporting. There is no requirement to enter specific caller information beyond the notepad process.
112	Appendix N, Page 7	Privacy Procedures discusses collecting fees and payment information. Will the bidder CSR's be receiving any of this payment information?	CSRs do not collect fees or take any type of payment or payment information from customers at this time.
113	Statement of Work, Page 18	Please describe what functionality is needed from the integration of the bidders telephony system with the PennDOT IBM mainframe.	Offeror should propose using the TN3270 protocol; however, the Offeror may include other alternatives in its proposal.
114	Appendix K, Page 1	Please explain what is meant by "COAs Left on IVR"?	A change of address that a customer left as voice message while in the IVR.
115	Statement of Work	Given the various security and connectivity requirements, is it acceptable to bid a combination of a Harrisburg-area call center and a team of work at-home agents?	No.
116	Statement of Work	How long is your Train-the-Trainer program?	Refer to response to Question #29.
117	Statement of Work	Can you provide more details about the IVR scripts; for example, copies of the scripts?	Complete scripts will be provided to the successful Offeror. Offerors may listen to the current Call Center IVR at (717) 412-5300.
118	Statement of Work	Regarding the required call recording, do you require only the voice calls, or voice and screen capture?	Only voice is required.
119	Pdf Format vs. Word Documents	We are trying to extract the metric and call volume data from your documents but they are in pdf format. Is it possible to access this information in excel or word versions so that we can cut in paste the data into our calculators?	Attached.

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120	Appendix A	Is there a bid acceptance deadline?	February 11, 2010, 15:30 EST
121	Contract Award	When will contract announcement be awarded (critical due to integration time table)?	No date can be specifically provided. Offerors shall provide their time table in relation to # of days, not dates.
122	Home Agents	Is the use of home agents for select call types acceptable if agents undergo the same background checks and have appropriate system set up/security provisions?	NO
123	Appendix P	Please define how and when (under what circumstances) the Performance bond would be executed?	The Performance Bond may be executed if the awarded vendor is found to be in breach of contract.
124	Statement of Work Systems	Regarding TTY. Will TTY calls arrive on a toll-free/toll number that are dedicated to TTY? (Or must we support TTY calls arriving on all published toll-free/toll numbers?) Can TTY traffic be brought in on a separate dedicated line (either way: toll or toll free) ?	Specific toll and toll-free phone numbers are published for text telephone users.
125	Statement of Work Systems	Regarding IVR communication with the IBM mainframe. Are there any alternatives to the TN3270 session for exchange of data? Alternatives we are interested in include a standard ADO/ODBC, Web Services/SOAP, HTTPS, or a TCP/IP connection model. If not, are multiple sessions available such that each active call opens a session, or must everything be pooled through one session?	The Offeror should propose using the TN3270 protocol; however, the Offeror may include using other alternatives in its proposal. For the current system, there are multiple sessions available and the ability to easily maneuver between sessions exists today.
126	Transition Plan	Regarding carrier services. In order to provide the most geographically redundant and secure (and the most cost-efficient) model we prefer to utilize our long distance and data partners. Would the Commonwealth be open to our inclusion of these carrier services in the response and pricing (for the associated DOT toll-free numbers)? Are you open to coordinating the resources involved with your carrier transition initiative so that an integrated, cost effective solution may result as these initiatives are directly related? (We have a proposal for your consideration).	As stated in the RFP, the Offeror has the option to utilize the current carrier. The Offeror should include in its proposal what PennDOT resources and support is expected if a transition to another carrier is included.
127	Statement of Work	What type of resources (computers, scanners, etc), if any, will be provided by the state for this scope?	PennDOT will not provide any equipment.
128	Statement of Work Tasks	Please list any preferred type of electronic equipment that is utilized today which provides the desired outcomes for service (i.e., Scanner type etc).	Refer to IV-3 Tasks: Task A: System Installation.
129	Statement of Work	What format does current training material exist in?	Modules and module updates are provided by PennDOT in Word or Excel format. The Call Center maintains their reference material in RoboHelp.
130	Statement of Work Train-the-Trainer	How long is initial training for agents and how is this executed today? Is all training material available and will it be provided?	Initial training will be utilized in a train-the-trainer method as outlined in Question #29. Initial training material will be provided by PennDOT.
131	Statement of Work, Tasks Appendix A, Part V.36	Please provide drug and background screen specifics (5 year, 7 year criminal, 5 panel drug)?	There are no requirements for drug screening with regards to this RFP. The PA background check should contain the prospective employee's entire history. The National check must be for at least 7 years.
132	Statement of Work, Tasks	Can we find out how early the T3 can/will occur (i.e., Launch date is August 2 nd , so will T3 be in June??)	Question is unclear. PennDOT does not specifically refer to "T3" in the RFP. It is the Offeror's responsibility to install telecommunication/data communication lines.
133	Letter of Intent	Will they allow up to support our proposal with teaming agreements (letter of intent) opposed to live contacts given that some of the relationships will be dependent upon "win" notification?	NO.
134	Appendix A, Part I	What mechanism, if any, will exist to ask additional questions to the Commonwealth?	Refer to response to Question 225.
135	Contract Transition Period	Is there possibility to transition any existing staff?	Call Center staff are not PennDOT employees.
136	Statement of Work, Tasks	Will RoboHelp files be provided or need to be rebuilt?	Provided, however, PennDOT will provide any updates in Word or Excel format.
137	Recovery of Loss	Is there flexibility in recovery of loss of profits from the real estate transaction, if we know what the cost to exit the contract will be?	NO

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**Pennsylvania Department of Transportation (PennDOT)
Customer Call Center for Driver Vehicle Services**

138	Letter of Intent	Will we be able to submit a Letter of Intent, contingent upon the contract, as part of the submission?	NO. DGS requests clarification from the potential Offeror who submitted the question.
139	Disadvantaged Business Lease	If the we have the Disadvantaged Business hold the lease, but the Landlord requires supplier to guarantee the lease because the creditworthiness of the DB is not as strong, will that impact the criteria for utilizing the Disadvantaged Business entity?	NO. DGS requests clarification from the potential Offeror who submitted the question.
140	Statement of Work, Tasks	Hours of operation - it states M-F 8 to 5. Please verify no after hours or weekend support.	After hours and weekend support may occasionally be required for periodic system testing, and for any other issue that would require immediate resolution related to the context of this RFP. The IVR is a 24/7 application.
141		The Work Letter states not to put in a contingency plan for shut down. Should we have a generator to support just the IT room or all of the operations?	Response-IV3-Tasks; Task E: Facility Disaster Recovery Plan of the Work Statement indicates, "A contingency hot site is not required to be part of this plan." We defer to the Offeror's expertise concerning an appropriate disaster recovery plan for their proposed Call Center operations.
142	Operational Design	Do they have a preference on size of CSR cubes? Four foot or five foot? Do they want cubes that are 42" tall, taller or all open and everyone on tables?	Cubicle design would be up to the Offeror.
143	Security Plan	Security - They need a full security plan to cover EVERYTHING, from Facilities, to IT to paper tracking, phone management. This will have to include numerous groups to fulfill.	There is no question here to respond to.
144	Statement of Work, Tasks	Typically how often are updates to training made?	Typically several are sent each week.
145	Current Contract 4-R24	What is the current staffing for the existing call center operation?	Refer to response to Question #13.
146	Appendix K	What is the estimated daily numbers of emails?	Refer to Appendix K-Current Customer Call Center Operational Data: Key Operational Trends by Month.
147	Appendix K	What does PennDOT estimate as the average time to handle each email?	Approximately 7 minutes per email.
148	Appendix K	What does PennDOT estimate as the CST (Customer Serve Time) for inbound calls?	For average talk time refer to Appendix K-Current Customer Call Center Operational Data.
149	Appendix K	Historically, what are the busy hours, what are the volumes during those hours?	Refer to Appendix K-Current Customer Call Center Operational Data: Call Activity by Day of Week and Hour Intervals. Call volumes are generally higher at the end of the month/beginning of the next month, and after holidays. Volumes are also typically higher on Monday than later in the week.
150	Appendix K	Historically, what % of inbound calls is automated vs. live agent?	Refer to Appendix K-Current Customer Call Center Operational Data.
151	Appendix K	What % of inbound emails are/can be handled with automated response vs. live agent? (May want 100% handled by live agent, but cannot tell from documentation).	100% of emails must be handled via CSR. If an auto response is generated, a CSR must review for appropriateness before sending.
152	Appendix K	Can PennDOT provide the remaining Key Operational Trend months for 2009? (Appendix K stops at May 09)	Attached
153	Appendix K	Average duration of IVR call during peak hour in minutes?	Data for IVR call duration is not tracked in hourly intervals.
154	Appendix K	Number of IVR calls handled during peak busy hour?	There is no single peak busy hour. There are busy periods that are similar in comparison. As such, using a Monday in May, 601 IVR calls were handled between 11am-12pm.
155	Appendix K	Max number of calls in queue?	188
156	Appendix K	Average number of calls in queue?	This information is not tracked.
157	Appendix K	Average duration of calls in queue during peak?	ASA during peak hours: 2:50 seconds between 11:00am and 12:00pm (Using the same Monday in May as question #154 above)
158	Appendix K	Average length of seconds a call will hold in queue?	The Average Speed of Answer (ASA) can be found in Appendix K-Current Customer Call Center Operational Data.

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159	Statement of Work	What is their current IVR environment? a.) Platform: b.) Size: c.) Premise/Hosted: d.) Number of Applications: e.) Is it VXML?	a.) Platform- It is an in-house, built proprietary. b.) Size-server/application - 651 states in which a function can occur. c.) Premise/Hosted - Hosted. d.) Number of Applications-Exam, Driver License, Motor Vehicle, Apportioned, Service Center, Web. e.) Is it VXML? No.
160	Appendix K	What is the current call/e-mail volume to the IVR? Call Center?	Refer to Appendix K-Current Customer Call Center Operational Data.
161	Confidential Information Routing Information	What is the current routing plan for the Call Center?	The potential Offeror shall provide their own routing plan with their technical submittal. Due to confidentiality we cannot provide the current routing plan. We will agree to share with the successful Offeror.
162	Confidential Information Routing Information	Where is the current environment deployed?	Due to confidentiality we cannot provide this information. We will agree to share the information with the successful Offeror.
163	Confidential Information Routing Information	What is the current access method to the IVR platform and will that continue?	Due to confidentiality we cannot provide this information. We will agree to share the information with the successful Offeror.
164	Statement of Work, Tasks	What is PennDOT's plan on who will be providing inbound and outbound connectivity?	Refer to IV-3 Tasks: Task A: System Installation.
165	Statement of Work, Systems	What backend systems are currently accessed via the IVR systems?	Separate PennDOT driver license and motor vehicle systems via IMS, and the Call Center's fax service.
166	Statement of Work, Tasks	How many applications (by type and function) are currently deployed? Desired to deploy in the future?	The below IVR applications interact with the mainframe. PennDOT welcomes Offerors to provide additional such applications. Exam Scheduling; DL Renewal Status; DL License Status; DL Receipt of restoration requirements; DL Restoration Requirement Letter; DL Temp Internet Credential; MV Receipt of restoration requirements; MV Temp Internet Credential; MV Renewal Status; MV Restoration Requirements letter.
167	Statement of Work	Please elaborate on hearing impaired services? TTY? IVR only or agent interaction?	CSRs must be able to interact with customers via text telephone.
168	Statement of Work	What information needs to be accessed on the IBM Mainframe? Is there a specific application that is used to access the mainframe today?	Driver licensing and motor vehicle information is accessed from the PennDOT mainframe. Currently, 3270 emulation is used to access the PennDOT mainframe applications.
169	Statement of Work	What applications would the agents need to use on their desktop?	Application to access the PennDOT mainframe (currently 3270 emulation package), access to the Web, access to reference material and an email system. Additional applications may vary depending on the Offeror's technical submittal.
170	Statement of Work, Objective	Data Entry - what application, access method, etc?	Data entry is performed using Mainframe functionality and via the PennDOT Web site.
171	Statement of Work, Objective	Can you please provide details around the notepad application?	Currently notepads are transmitted via the Mainframe (driver license and motor vehicle applications) from the call center to PennDOT. If a customer record is found, the notepad will already contain the customer record data. The CSR types an explanation of the customer issue requiring additional research and contact info. The notepad prints in the Bureau of Driver Licensing or the Bureau of Motor Vehicles. It is likely that in the future these messages will be sent via email. Refer to IV-1 Objective: (b) Specific: #31.
172	Statement of Work	What are the current IVR scripts/applications developed in? VXML? Proprietary script?	IVR scripts are in Excel format. Applications are proprietary.
173	Statement of Work	Who provides the e-mail/SMTP system?	PennDOT will forward emails from the PennDOT website to the call center for response. The Offeror will provide the systems necessary to receive emails from PennDOT, and to send emails to and receive emails from customers.

UN-Official Offeror Questions with Commonwealth Responses

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**Pennsylvania Department of Transportation (PennDOT)
Customer Call Center for Driver Vehicle Services**

174	Statement of Work, Page 6	Systems: The IT Bulletin Web Site contains close to fifty (50) Enterprise IT Standards. Which of these Enterprise IT Standards apply to the PennDOT Customer Call Center for Driver and Vehicle Services Request for Proposal?	Applicable ITBs depend on Offeror's technical submittal.
175	Current Contract, 4R-24R	Will the Commonwealth please provide an electronic copy of the contract and technical proposal for the current Customer Call Center – Driver and Vehicle Service Contract?	See response to #35.
176	Appendix D	Please provide definitions of what categories of direct and indirect labor and overhead costs that are covered and what categories are excluded from eligible expenses for the cost definition.	Any costs associated with services to be provided shall be provided in Appendix D.
177	Statement of Work	Please provide ACW (after call work) history for all medium's (phone, faxes, email) as relevant to scope.	ACW is not specifically tracked. For calls—refer to response to Question #11. For Emails—refer to response to Question #147. Time provided for emails includes ACW. Faxes are outbound.
178	Statement of Work	Either anticipated or current average handle time (AHT) of CSR handled caller inquiries. This would include both the Average-Talk-Time (ATT) and After-Call-Work time (ACW) time elements	Refer to response to Question #11.
179	Appendix K	Number of email messages handled per week	Refer to Appendix K—Current Customer Call Center Operational Data: Key Operational Trends by Month for monthly totals.
180	Statement of Work	Average handle time for email messages	Refer to response to Question #147.
181	Statement of Work	We know from the RFP that we are required to staff to handle at least 7,600 CSR calls per day (8am–5pm), but I need to know the AHT.	Refer to response to Question #11.
182	Appendix K	Can we have the call patten for Mon-Fri and for 8am to 5pm. (e.g. Monday 23%, Tuesday 20%, Wednesday 18%, Thursday 18%, Friday 22%.) Then 8am 14%, 9am 15%, ... etc.	Refer to Appendix K—Current Customer Call Center Operational Data: Call Activity by Day of Week and Hour Intervals.
183	Current Contract 4-R24	Please advise of the current number of seats in use today and number expected for 2010–2011. If there are growth projections, please share those.	Refer to response to Question #13. No growth projections.
184	Current Contract	Please advise of the number of agents employed today and number expected for 2010–2011. If there are growth projections, please share those	Refer to response to Question #14. No growth projections.
185	Statement of Work	Please advise how many 800 numbers are in use and how many toll numbers in use	For toll-free information refer to IV-3 Tasks: Task A-System Installation. Currently there are two toll numbers advertised for customer use.
186	Appendix D	Please provide more detail & clarity relative to toll and toll free costs what PennDOT pays and what Offeror would pay.	This is a cost-plus-fixed-fee contract. The Offeror is responsible for all toll or toll-free costs.
187	Statement of Work	Please advise of all inbound and outbound inquiry types and average volumes of each.	For a high-level view of inquiry types by CSR, refer to Appendix K—Customer Call Center Operational Data: Customer Call Types. For IVR inquiry types, refer in same Appendix to Current IVR Volumes. Refer to Appendix J—Call Center Reference Module for a listing of the possible CSR related subjects. Outbound calls are infrequent and not tracked by type.
188	Statement of Work	Please advise of all fulfillment types, responsibilities, and volumes of each type, including AHT for each.	Forms and Publications are fulfilled, refer to IV-3 Tasks: Task D: Operations (4) Service Level Requirement; Forms Fulfillment. Refer to Appendix K—Current Customer Call Center Operational Data, Forms and Publications Mailing by Month for current volumes. Currently forms and publication fulfillment requests require approximately 5 hours per week to fill.
189	Statement of Work	Please advise if Change of Address and fax backs are done through data entry and desktop or manually as well as AHT for each.	Change of addresses are done manually. Fax backs are automated through the IVR or manually through a CSR. Refer to IV-3 Tasks: Task D: Operations (4) Service Level Requirement; Forms Fulfillment. Refer to response to Question #11.
190	Statement of Work, Tasks	Please confirm that PennDOT would absorb all postage costs related to fulfillment.	Offeror will be responsible for postal costs associated with customer mailings. Refer to IV-3 Tasks: Task D: Operations (4) Service Level Requirement; Forms Fulfillment. The Offeror may be required to use the DGS contract for a better postal rate.

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**Pennsylvania Department of Transportation (PennDOT)
Customer Call Center for Driver Vehicle Services**

191	Appendix D	Please provide detail and clarity around "Cost-Plus Fixed-Fee" contract. Define infrastructure/operational cost and labor components breakdown prior to fixed fee	This Cost-Plus-Fixed Fee RFP provides offerors the ability to provide actual costs of providing services and specific areas to provide the profit/fee at a percentage rate of UP TO 10% where the commonwealth will allow. You may only include the profit/fee where notated in the spreadsheet. The awarded offeror would be held to provide services at this firm fixed cost. Refer to SOW, Page 22 (Type of Contract).
192	Appendix A, Part III.,3 Criteria for Selection	Please advise what specific areas of improvement are expected from the new Offeror from highest priority to lowest priority	Refer to IV-1 Objective: (b) Specific: #22 and #32, and IV-3 Tasks: Task D: Operation for specific areas of improvement expected. All are considered high priority.
193	Pre-Proposal Conference	Will electronic note taking be permitted during the conference via laptop?	Yes
194	Pre-Proposal Conference - Handouts	Will we be provided with a copy of the list of questions during the conference or will we have to wait until posted?	Yes, the Department will provide all Offerors attending the Pre-Proposal Conference with a hard copy of all Offeror questions and Commonwealth responses in an unofficial document as a hand-out. Once all questions and responses are approved by the Department the Question and Response document will be posted to the PA Supplier Portal as an addendum to the procurement solicitation with notification at the eMarketplace website with the Official responses.
195	Appendix A Type of Contract	Please advise relative to toll and toll free costs what PennDOT pays and what Offeror would pay.	This is a cost-plus-fixed-fee contract. The Offeror is responsible for all costs.
196	Appendix D	Are you open to alternative pricing options?	NO, not at this time. The commonwealth reserves the right to negotiate any pricing options during negotiations.
197	Current Contract 4R-24	Who is your current provider of services?	Affiliated Computer Services, Inc. (ACS)
198	Statement of Work	Is an offshore opportunity for back office work, email or QM a possibility?	No.
199	Appendices	Can you provide Appendix B, C, E, H, O and P in a format other than scanned pdf so we can complete them for submission?	Offerors requesting procurement documents in unprotected/Word/Excel format are to request documents in writing by emailing the Issuing Office. Also refer to Appendix A, Part I-26.
200	Un-Official Commonwealth Response to Question #29 & Question #38.	In the official answer that you handed out, answer #29 says 6 weeks of training and answer #38 says 8 weeks of training. Can you clarify?	#29 responds to the train-the-trainer session that PennDOT will host at the start up of the contract. #38 refers to the current training duration of the current call center.
201	Un-Official Commonwealth Response to Question #57.	Question #57 says PennDOT typically requests 12 surveys per year. How many surveys are conducted within these 12?	Most of the surveys are of a single topic, but on some occasions there may be a need to have more than one topic surveyed.
202	Non-Procurement RFP Requirement	Does the vendor need to provide an incident management system such as Remedy for incident tracking?	Refer to response to Question #111.
203	Statement of Work Operational Hours	Current statistics show calls today from 8 AM - 6 PM but Re RFP states 8 AM-5PM which is preferred?	Hours of Operation for CSRs will change from the current 8am-6pm, to 8am-5pm.
204	Appendix A, Parts I, II & III.	Please clarify how 20 points of DBE Program are going to be awarded. Specifically explain how levels work toward 20 points.	DB participation points are awarded based on highest percentage commitments. All other proposers making commitments earn points proportional to the propose making the highest commitment. Please refer to Section III-3 Criteria for Selection.
205	Appendix A, Parts I, II & III.	Explain how bonus points for enterprise zone will be awarded. What is the maximum bonus points available?	Enterprise Zone small businesses commitments are scored separately from commitments made to small disadvantaged businesses, although the scoring methodology is the same. Please refer to Section III-3 Criteria for Selection. The maximum bonus points for this criterion is 3% of the total points for this RFP.
206	Future Addendum to the Solicitation	If the question date is pushed out past January 25 will the 2/11 date be pushed out as well? If so, what will the new date be?	That due date will not be extended.

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207		Is the Business Associate Agreement the only paperwork required for HIPPA compliance?	It is the only form required at this time relating to HIPPA that needs to be submitted as part of the RFP process. HIPPA compliance generally is not confined to a single document.
208		Please provide clarity around termination "for convenience" of contracts and any examples of such. Number of times?	The Commonwealth reserves the right to terminate a contract at any time for any reason. Whether a vendor will be entitled to compensation stemming from the termination is a legal matter that can only be determined at the time the option is exercised. As each termination is unique, no further information can be provided here as to past uses of this provision.
209	Statement of Work	Who pays \$18,000 postage for mailings? Are there prepaid envelopes or postage machines?	Refer to response to Question #190. No prepaid envelopes or postage machines are provided by the CWOPA.
210	Current/Past PennDOT Customer Call Center Contracts	How many contracts have been terminated in past ten (10) years for violations or convenience?	None. No PennDOT Call Center contracts have been terminated during that timeframe.
211	Management Directive 230.10 Amended	Please provide clarity around expense reimbursements (travel, per diem, etc.).	Approved travel will be reimbursed as per Management Directive 230.10 Amended. To view the Management Directive go to: http://www.portal.state.pa.us/portal/server.pt/gateway/PTARGS_0_2_785_716_0_43/http://pubcontent.state.pa.us/publishedcontent/publish/global/files/manuals/m230_1.pdf
212	Current Contract 4-R24	How much has current provider paid in SLA penalties in each SLA category during term of contract?	Refer to response to Question 222.
213	Appendix A Appendix D	Provide detailed explanation of cost plus 10%.	The costs provided by an Offeror will be the cost they must provide services for. Refer to Appendix D for information on where the Offeror can input their percentage up to 10% maximum. Also refer to IV-4, Project Reports and Project Control; Type of contracts.
214	Statement of Work	How often are training module updated?	Refer to response to Question #144.
215	Appendix J	What is the process to update modules?	In the current process, changes to specific modules are highlighted and forwarded by the PennDOT Call Center Program Manager via e-mail in Word or Excel format to the supplier. The supplier updates RoboHelp with the new information.
216	Letter of Intent	Would PennDOT accept a vendor's documentation or letter of intent to build a call center within 40 miles of Harrisburg contingent award of contract	No, with original proposal.
217	Document Redaction	Offeror's technical submittal: 1.) Please clarify what documents are to be redacted; 2.) What information should be redacted from subdocuments?	Any information the company has a legitimate and defensible reason to classify as a trade secret or confidential information should be redacted. Please note that the Company will be responsible for defending such redactions, and may be subject to penalties under the law if the redactions are not justifiable. In addition, the following information should be redacted: Home addresses of all employees and other staff; driver license information; policy numbers for insurance; home telephone numbers and cell phone telephone numbers. Financial information submitted to show fiscal capability must be deleted from the technical submittal as well.
218	Current Contract 4-R24	Is current customer satisfaction survey data available from the existing contract?	IVR survey results for 2009: • 17% of the callers participated in a survey when prompted (3% of IVR users that request a CSR are asked to take the survey); • 89% of the survey participants said that the IVR service was Average or Good. • 58% of the survey participants said that they wanted to speak with a CSR; • 40% of the survey participants said that they could not find the information they were calling for; • 73% of the survey participants said that they would use the IVR services in the future
219	Current Contract 4-R24	What is the original contract award in 2005?	Original award was for \$33,351,133.00.

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**Pennsylvania Department of Transportation (PennDOT)
Customer Call Center for Driver Vehicle Services**

220	Appendix A, Page 17	Technical Proposal: Within the 50% evaluation, could you please provide guidance as to the weight of each component? i.e. Approach, Offeror qualifications; Personnel qualifications and financial stability?	No.
221	Statement of Work	What is the reason for reducing automation to 40%? Is the increase in contract value related to staff increase?	The target is that a minimum of 40% of calls will be responded to via automation. PennDOT would like this percentage to increase. Offerors should use automation to continue to decrease the need for a customer to interact with a CSR and to reduce costs.
222	Current Contract 4-R24	Can the SLA penalties assessed be posted? (Per requirement per year?)	Attached.
223	HIPAA Compliance	Is the expectation reference PCI Level #2 compliance that PennDOT will do an independent external audit for compliance? OR Is it the vendor's responsibility to demonstrate PCI & HIPAA compliance?	The Commonwealth reserves the right to either do an audit or to require a vendor demonstrate compliance depending on circumstances.
224	HIPAA Compliance	Please describe the process for HIPAA/PCI audit?	Refer to response to Question #223
225	Additional Offeror Questions	How can additional questions be addressed?	The due date for questions was 1/11/2010. DGS may accept other questions, but they may not be addressed unless they significantly impact the RFP.
226	Appendix J	Will there be information or breakdown of size category of modules? i.e.: Motor Vehicle; Driver License; other? (Small-0-10); Medium (11-25); Large (26-40+)?	Using the sizing defined for number of Q&As in a module: <ul style="list-style-type: none"> • Driver Licensing modules: 51 (small), 27 (medium), 20 (large) • Motor Vehicle modules: 69 (small), 19 (medium), 13 (large) • General modules: 10 (small), 2 (medium), 2 (large) Note: The total number of modules differs from Appendix J. Additional modules have been added since the creation of that Appendix.
227	Pre-Proposal Conference hand-outs.	Can you please provide a copy of the pre-proposal attendees sign-in sheets.	Refer to the attached Addendum #2 solicitation documents.
228	Contract Negotiations	Will you be able to negotiate contractual concessions to recover losses from an early term of lease if we know what costs are associated with this up-front?	No.
229	Letter of Intent	Can a letter of intent contingent upon vendor being awarded contract suffice or will a lease agreement be contingent on award?	No.
230	BMWBO	If the BMWBO holds the lease but because lack of financial strength, vendor must guarantee payments will vendor acting as a guarantor of the lease payments still meet the BMWBO participation requirement?	Fact specific DB questions can only be determined once full details have been provided to BMWBO by the potential Offeror.
231	Appendix A, I-26	Can you please send me the Appendix D spreadsheets in a unlocked form? Your instructions say to add extra lines as needed for costing, but the spreadsheet is locked so we can't do that.	Documents may be obtained by contacting the Issuing Officer in writing, by close-of-business, Wednesday, February 10, 2010.
232	Appendix A	Has a decision been made about extending the deadline? Any extra time would really help as this is a big job.	Refer to response to Question #34.
233	Appendix A, Part I Cost Plus Fixed Fee	We have a question in regards to the Cost Plus fee of 10%. (Statement of Work, bottom of page 22) As an example: If the monthly costs fixed fee is \$700,000, we are assuming that the invoice to Penn Dot would be \$770,000. (10% over the fixed fee). If the vendor manages to reduce the monthly costs a year later to \$600,000, would the vendor invoice Penn Dot \$670,000? Thus using the original 10% markup fee? (\$600,000 is the actual monthly costs and \$70,000 is the original 10% fixed fee)	Refer to CWOPA response to Question #191.

KEY OPERATIONAL TRENDS BY YEAR

	2007	2008	2009 Jan-May
Grand Totals (Including weekends & holidays)			
Total Customers Served	3,759,208	3,648,856	1,508,211
CSR Calls Handled	1,963,977	1,841,780	775,864
% CSR Calls of Total Customers Served	52.2%	50.5%	51.4%
IVR Calls Handled	1,716,909	1,729,022	699,541
% IVR Calls of Total Customers Served	45.7%	47.4%	46.4%
TDD Calls	4	3	0
Email Responses	48,633	49,172	20,960
% Email Responses of Total Customers Served	1.3%	1.3%	1.4%
Change of Address (COAs) Left on IVR	29,685	28,879	11,846
% COAs of Total Customers Served	0.8%	0.8%	0.8%
Fax Backs (This number is included in IVR & CSR Calls Handled)	35,548	29,822	11,396
Weekday Totals (M-F excluding holidays)			
Total Customers Served	3,462,614	3,352,296	1,381,006
CSR Calls Handled	1,963,977	1,841,780	775,864
% CSR Calls of Total Customers Served	56.7%	54.9%	56.2%
IVR Calls Handled	1,420,445	1,432,462	572,336
% IVR Calls of Total Customers Served	41.0%	42.7%	41.4%
TDD Calls	4	3	0
Email Responses	48,503	49,172	20,960
% Email Responses of Total Customers Served	1.4%	1.5%	1.5%
Change of Address (COAs) Left on IVR	29,685	28,879	11,846
% COAs of Total Customers Served	0.9%	0.9%	0.9%
Fax Backs (This number is included in IVR & CSR Calls Handled)	34,288	28,764	10,538
Performance Statistics (M-F excluding holidays)			
Average Speed to Answer	2:04	2:31	2:16
Average Talk Time	3:23	3:25	3:22
Abandoned Calls	201,385	210,016	74,291
Line Statistics (Including weekends & holidays)			
Out-of-State Calls	285,655	318,957	149,043
Exam Scheduling Calls (M-F excluding holidays)	249,141	189,397	71,320
Unique Callers	2,509,521	2,411,436	999,079
Attempts	3,952,319	3,827,189	1,573,572
Automated Services			
Automated % (Including weekends & holidays)	45.6%	47.3%	46.0%

KEY OPERATIONAL TRENDS BY MONTH 2009

	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	2009 YTD
Grand Totals (Including weekends & holidays)													
Total Customers Served	292,159	284,160	321,070	314,483	296,339	322,478	331,116	308,353	290,479	281,629	260,239	256,570	3,559,075
CSR Calls Handled	149,920	141,714	163,017	167,536	153,677	169,041	170,907	159,649	153,260	144,188	121,275	136,314	1,830,498
% CSR Calls of Total Customers Served	51.3%	49.9%	50.8%	53.3%	51.9%	52.4%	51.6%	51.8%	52.8%	51.2%	46.6%	53.1%	51.4%
IVR Calls Handled	135,913	136,216	150,941	139,945	136,526	146,398	152,464	142,101	130,641	131,383	133,818	114,697	1,651,043
% IVR Calls of Total Customers Served	46.5%	47.9%	47.0%	44.5%	46.1%	45.4%	46.0%	46.1%	45.0%	46.7%	51.4%	44.7%	46.4%
TDD Calls	-	-	-	-	-	-	-	-	-	-	-	-	-
Email Responses	3,818	3,979	4,697	4,495	3,971	4,411	4,873	3,875	4,057	3,455	2,928	3,438	47,997
% Email Responses of Total Customers Served	1.3%	1.4%	1.5%	1.4%	1.3%	1.4%	1.5%	1.3%	1.4%	1.2%	1.1%	1.3%	1.3%
Change of Address (COAs) Left on IVR	2,508	2,251	2,415	2,507	2,165	2,628	2,872	2,728	2,521	2,603	2,218	2,121	29,537
%COAs of Total Customers Served	0.9%	0.8%	0.8%	0.8%	0.7%	0.8%	0.9%	0.9%	0.9%	0.9%	0.9%	0.8%	0.8%
Fax Backs (This number is included in IVR & CSR calls handled)	2,556	2,092	2,584	2,385	1,779	2,461	2,445	2,304	1,636	1,472	1,706	1,757	25,177
Weekday Totals (M-F, excluding holidays)													
Total Customers Served	263,424	259,327	295,641	293,785	268,829	302,216	302,536	281,318	268,388	249,120	220,576	236,979	3,242,139
CSR Calls Handled	149,920	141,714	163,017	167,536	153,677	169,041	170,907	159,649	153,260	144,188	121,275	136,314	1,830,498
% CSR Calls of Total Customers Served	56.9%	54.6%	55.1%	57.0%	57.2%	55.9%	56.5%	56.8%	57.1%	57.9%	55.0%	57.5%	56.5%
IVR Calls Handled	107,178	111,383	125,512	119,247	109,016	126,136	123,884	115,066	108,550	98,874	94,155	95,106	1,334,107
% IVR Calls of Total Customers Served	40.7%	43.0%	42.5%	40.6%	40.6%	41.7%	40.9%	40.9%	40.4%	39.7%	42.7%	40.1%	41.1%
TDD Calls	-	-	-	-	-	-	-	-	-	-	-	-	-
Email Responses	3,818	3,979	4,697	4,495	3,971	4,411	4,873	3,875	4,057	3,455	2,928	3,438	47,997
% Email Responses of Total Customers Served	1.4%	1.5%	1.6%	1.5%	1.5%	1.5%	1.6%	1.4%	1.5%	1.4%	1.3%	1.5%	1.5%
Change of Address (COAs) Left on IVR	2,508	2,251	2,415	2,507	2,165	2,628	2,872	2,728	2,521	2,603	2,218	2,121	29,537
%COAs of Total Customers Served	1.0%	0.9%	0.8%	0.9%	0.8%	0.9%	0.9%	1.0%	0.9%	1.0%	1.0%	0.9%	0.9%
Fax Backs (This number is included in IVR & CSR calls handled)	2,023	2,013	2,485	2,307	1,710	2,385	2,337	2,212	1,586	1,394	1,535	1,709	23,696
Performance Statistics (M-F excluding holidays)													
Average Speed to Answer	1:46	3:21	3:31	1:26	1:19	0:46	0:41	0:54	0:54	0:47	0:24	0:16	1:21
Average Talk Time	3:23	3:23	3:27	3:17	3:22	3:17	3:19	3:19	3:23	3:22	3:20	3:21	3:21
Abandoned Calls	11,621	20,608	24,180	9,905	7,977	5,205	4,498	5,956	6,035	4,780	1,971	1,497	104,233
Line Statistics (Including weekend & holidays)													
Out-of-State Calls	27,439	29,094	32,675	30,920	28,915	31,599	32,466	29,656	27,755	28,092	26,237	25,347	350,195
Exam Scheduling Calls (M-F excluding holidays)	13,350	11,665	14,422	16,521	15,362	18,247	19,143	19,501	18,210	16,792	13,060	14,961	191,234
Unique Callers	193,657	191,841	218,350	203,748	191,483	202,078	209,407	216,124	204,745	199,248	178,411	179,947	2,389,039
Attempts	302,779	305,396	344,927	319,955	300,515	324,083	345,284	394,487	379,329	364,771	341,777	329,161	4,052,464
Automated Services													
Automated % (Including weekends & holidays)	47%	48%	47%	45%	46%	45%	46%	46%	45%	47%	51%	45%	46%

KEY OPERATIONAL TRENDS BY MONTH-2008

	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	2008 Total
Grand Totals (Including weekends & holidays)													
Total Customers Served	331,276	308,254	332,663	320,320	309,655	310,908	326,872	309,865	303,472	293,451	242,141	259,979	3,648,856
CSR Calls Handled	170,130	155,235	159,247	161,175	150,177	154,180	166,626	154,799	157,163	154,663	120,748	137,637	1,841,780
% CSR Calls of Total Customers Served	51.4%	50.4%	47.9%	50.3%	48.5%	49.6%	51.0%	50.0%	51.8%	52.7%	49.9%	52.9%	50.5%
IVR Calls Handled	153,936	146,071	166,610	152,079	153,170	149,833	153,686	149,078	140,353	131,767	115,798	116,641	1,729,022
% IVR Calls of Total Customers Served	46.5%	47.4%	50.1%	47.5%	49.5%	48.2%	47.0%	48.1%	46.2%	44.9%	47.8%	44.9%	47.4%
TDD Calls	-	-	1	-	-	2	-	-	-	-	-	-	3
Email Responses	4,330	4,419	4,492	4,430	4,131	4,052	4,340	4,238	4,029	4,034	3,233	3,444	49,172
% Email Responses of Total Customers Served	1.3%	1.4%	1.4%	1.4%	1.3%	1.3%	1.3%	1.4%	1.3%	1.4%	1.3%	1.3%	1.3%
Change of Address (COAs) Left on IVR	2,880	2,529	2,313	2,636	2,177	2,841	2,220	1,750	1,927	2,987	2,362	2,257	28,879
% COAs of Total Customers Served	0.9%	0.8%	0.7%	0.8%	0.7%	0.9%	0.7%	0.6%	0.6%	1.0%	1.0%	0.9%	0.8%
Fax Backs (This number is included in IVR & CSR Calls Handled)	3,001	2,472	2,696	2,689	2,633	2,494	2,633	2,388	2,523	2,458	1,805	2,030	29,822
Weekday Totals (M-F excluding holidays)													
Total Customers Served	305,379	282,757	300,851	297,271	282,956	288,488	303,979	282,558	279,008	273,226	215,430	240,393	3,352,296
CSR Calls Handled	170,130	155,235	159,247	161,175	150,177	154,180	166,626	154,799	157,163	154,663	120,748	137,637	1,841,780
% CSR Calls of Total Customers Served	55.7%	54.9%	52.9%	54.2%	53.1%	53.4%	54.8%	54.8%	56.3%	56.6%	56.0%	57.3%	54.9%
IVR Calls Handled	128,039	120,574	134,798	129,030	126,471	127,413	130,793	121,771	115,889	111,542	89,087	97,055	1,432,462
% IVR Calls of Total Customers Served	41.9%	42.6%	44.8%	43.4%	44.7%	44.2%	43.0%	43.1%	41.5%	40.8%	41.4%	40.4%	42.7%
TDD Calls	-	-	1	-	-	2	-	-	-	-	-	-	3
Email Responses	4,330	4,419	4,492	4,430	4,131	4,052	4,340	4,238	4,029	4,034	3,233	3,444	49,172
% Email Responses of Total Customers Served	1.4%	1.6%	1.5%	1.5%	1.5%	1.4%	1.4%	1.5%	1.4%	1.5%	1.5%	1.4%	1.5%
Change of Address (COAs) Left on IVR	2,880	2,529	2,313	2,636	2,177	2,841	2,220	1,750	1,927	2,987	2,362	2,257	28,879
% COAs of Total Customers Served	0.9%	0.9%	0.8%	0.9%	0.8%	1.0%	0.7%	0.6%	0.7%	1.1%	1.1%	0.9%	0.9%
Fax Backs (This number is included in IVR & CSR Calls Handled)	2,898	2,387	2,594	2,598	2,535	2,396	2,566	2,271	2,454	2,400	1,711	1,954	28,764
Performance Statistics (M-F excluding holidays)													
Average Speed to Answer	1:54	3:00	3:27	3:12	3:06	2:24	2:34	2:52	2:26	1:45	2:01	1:23	2:31
Average Talk Time	3:15	3:15	3:22	3:26	3:31	3:31	3:31	3:28	3:28	3:25	3:25	3:24	3:25
Abandoned Calls	14,421	21,078	23,791	23,504	20,475	17,000	21,853	20,949	16,458	11,815	10,654	8,018	210,016
Line Statistics (Including weekends & holidays)													
Out-of-State Calls	27,118	26,694	29,967	27,366	27,208	26,489	27,581	27,225	27,459	26,699	21,449	23,702	318,957
Exam Scheduling Calls (M-F excluding holidays)	16,800	15,492	15,541	17,571	16,377	17,117	18,590	17,005	15,733	15,775	11,121	12,275	189,397
Unique Callers	216,156	204,779	217,751	213,001	201,917	203,691	218,295	207,136	199,964	193,202	163,670	171,874	2,411,436
Attempts	342,691	326,130	354,046	339,643	328,657	325,159	345,548	327,935	315,754	301,456	253,619	266,551	3,827,189
Automated Services													
Automated % (Including weekends & holidays)	46%	47%	50%	47%	49%	48%	47%	48%	46%	45%	48%	45%	47%

KEY OPERATIONAL TRENDS BY MONTH-2007

	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	2007 Total
Grand Totals (including weekends & holidays)													
Total Customers Served	286,428	262,924	324,186	311,161	334,505	333,422	349,774	363,469	309,688	336,082	288,607	258,962	3,759,208
CSR Calls Handled	178,779	143,242	146,388	153,968	172,448	166,840	179,099	193,396	160,883	181,043	152,596	135,295	1,963,977
% CSR Calls of Total Customers Served	62.4%	54.5%	45.2%	49.5%	51.6%	50.0%	51.2%	53.2%	52.0%	53.9%	52.9%	52.2%	52.2%
IVR Calls Handled	103,774	115,024	169,868	150,058	154,863	159,433	163,238	161,932	142,380	147,778	129,861	118,700	1,716,909
% IVR Calls of Total Customers Served	36.2%	43.7%	52.4%	48.2%	46.3%	47.8%	46.7%	44.6%	46.0%	44.0%	45.0%	45.8%	45.7%
TDD Calls	1	-	2	1	-	-	-	-	-	-	-	-	4
Email Responses	3,874	4,267	4,821	4,337	4,088	4,125	4,509	4,508	3,486	4,051	3,462	3,105	48,633
% Email Responses of Total Customers Served	1.4%	1.6%	1.5%	1.4%	1.2%	1.2%	1.3%	1.2%	1.1%	1.2%	1.2%	1.2%	1.3%
Change of Address (COAs) Left on IVR	0	391	3,107	2,797	3,106	3,024	2,928	3,633	2,939	3,210	2,688	1,862	29,685
% COAs of Total Customers Served	0.0%	0.1%	1.0%	0.9%	0.9%	0.9%	0.8%	1.0%	0.9%	1.0%	0.9%	0.7%	0.8%
Fax Backs (This number included IVR & CSR Calls Handled)	2,969	2,567	3,119	3,004	3,321	3,139	3,564	3,314	2,721	2,983	2,600	2,247	35,548
Weekday Totals (M-F excluding holidays)													
Total Customers Served	267,784	241,809	293,903	288,042	312,990	305,823	323,622	340,989	278,819	311,635	266,030	231,168	3,462,614
CSR Calls Handled	178,779	143,242	146,388	153,968	172,448	166,840	179,099	193,396	160,883	181,043	152,596	135,295	1,963,977
% CSR Calls of Total Customers Served	66.8%	59.2%	49.8%	53.5%	55.1%	54.6%	55.3%	56.7%	57.7%	58.1%	57.4%	58.5%	56.7%
IVR Calls Handled	85,130	93,909	139,715	126,939	133,348	131,834	137,086	139,452	111,511	123,331	107,284	90,906	1,420,445
% IVR Calls of Total Customers Served	31.8%	38.8%	47.5%	44.1%	42.6%	43.1%	42.4%	40.9%	40.0%	39.6%	40.3%	39.3%	41.0%
TDD Calls	1	-	2	1	-	-	-	-	-	-	-	-	4
Email Responses	3,874	4,267	4,691	4,337	4,088	4,125	4,509	4,508	3,486	4,051	3,462	3,105	48,503
% Email Responses of Total Customers Served	1.4%	1.8%	1.6%	1.5%	1.3%	1.3%	1.4%	1.3%	1.3%	1.3%	1.3%	1.3%	1.4%
Change of Address (COAs) Left on IVR	0	391	3,107	2,797	3,106	3,024	2,928	3,633	2,939	3,210	2,688	1,862	29,685
% COAs of Total Customers Served	0.0%	0.2%	1.1%	1.0%	1.0%	1.0%	0.9%	1.1%	1.1%	1.0%	1.0%	0.8%	0.9%
Fax Backs (This number included IVR & CSR Calls Handled)	2,850	2,474	2,988	2,919	3,237	3,019	3,455	3,216	2,583	2,885	2,528	2,134	34,288
Performance Statistics (M-F excluding holidays)													
Average Speed to Answer	3:04	6:02	7:31	3:41	1:29	1:37	0:45	0:14	0:12	0:30	0:16	0:40	2:04
Average Talk Time	3:27	3:28	3:46	3:44	3:35	3:26	3:19	3:15	3:14	3:13	3:08	3:02	3:23
Abandoned Calls	27,399	43,700	49,609	24,377	13,260	15,343	7,230	2,421	1,478	3,942	1,950	10,676	201,385
Line Statistics (Including weekends & holidays)													
Out-of-State Calls	21,803	21,422	26,354	22,667	23,231	23,713	25,618	26,044	24,062	26,880	23,114	20,747	285,655
Exam Scheduling Calls (M-F excluding holidays)	26,436	19,756	15,548	17,576	21,679	20,904	23,390	26,448	21,159	23,248	17,896	15,101	249,141
Unique Callers	212,392	199,460	234,172	213,472	221,609	220,788	225,491	230,453	195,624	213,010	183,847	159,203	2,509,521
Attempts	319,852	313,107	379,392	341,002	345,415	345,455	352,145	368,379	306,534	334,222	287,231	259,585	3,952,319
Automated Services													
Automated % (Including weekends & holidays)	36%	44%	52%	48%	46%	48%	47%	45%	46%	44%	45%	46%	46%

Call Activity by Day of Week and Hour Interval-2009

Day of Week	Date	8-9 am	9-10 am	10-11 am	11-12 pm	12-1 pm	1-2 pm	2-3 pm	3-4 pm	4-5 pm	5-6 pm	6:00 PM	6-6:30 pm	Total CSR Calls
Monday	26-Jan	512	977	887	1001	855	873	1013	874	861	371		26	8250
Tuesday	27-Jan	448	757	818	907	783	911	851	861	685	270		9	7300
Wednesday	28-Jan	363	646	719	831	700	677	714	717	614	295		29	6305
Thursday	29-Jan	427	678	804	917	786	841	876	887	677	301		31	7225
Friday	30-Jan	390	764	884	845	759	876	844	879	670	304		19	7234
Monday	2-Feb	483	867	819	1027	871	924	999	821	810	292		59	7972
Tuesday	3-Feb	200	883	848	949	816	1005	937	904	702	315		40	7599
Wednesday	4-Feb	473	778	797	860	878	957	877	843	769	324		37	7593
Thursday	5-Feb	453	697	865	867	758	865	823	890	656	319		22	7215
Friday	6-Feb	404	716	819	884	854	871	793	873	649	249		24	7136
Monday	9-Feb	448	758	648	946	867	885	915	830	816	343		30	7486
Tuesday	10-Feb	500	833	854	903	838	896	874	836	704	270		17	7525
Wednesday	11-Feb	446	782	705	785	772	776	693	753	671	236		32	6651
Thursday	12-Feb	398	654	745	740	724	728	827	768	702	226		35	6547
Friday	13-Feb	383	636	804	815	762	782	705	624	620	249		24	6404
Monday*	16-Feb	383	574	631	757	469	432	465	429	308	199		7	4654
Tuesday	17-Feb	476	780	808	866	785	786	854	780	762	318		56	7271
Wednesday	18-Feb	518	822	805	804	751	823	898	832	743	266		42	7304
Thursday	19-Feb	460	704	804	844	802	853	756	720	708	279		46	6976
Friday	20-Feb	410	724	690	852	807	739	800	656	626	291		41	6636

Calls in queue at 6 pm, are still answered by the CSRs.

*State offices were closed, but The Call Center was open.

FORMS/PUBLICATIONS MAILING BY MONTH	
Month	Fulfillment Volume
Jan-08	4,170
Feb-08	3,413
Mar-08	2,764
Apr-08	2,746
May-08	2,565
Jun-08	2,434
Jul-08	3,159
Aug-08	3,078
Sep-08	3,439
Oct-08	3,483
Nov-08	2,614
Dec-08	2,932
Total	36,797

Postage was approximately \$18,000 for 2008

CURRENT IVR VOLUMES		
2008 Yearly Hit Total		
Main Menu	Driver's Licensing Services	1,597,891
	Motor Vehicle Services	922,209
	Exam Scheduling	178,876
	Service Center Locations and Services	160,443
	Web site	26,022
	Apportioned Services	37,640
Driver License	Renewals or Duplicates	433,880
	Status/ Suspension/ Driving Record	649,478
	New Resident	50,612
	Learner's Permits	102,893
	To change Name or Address	92,775
	Frequently asked questions	82,365
	Driver's Licensing Faxes	5,296
	Return to the Main Menu	79,732
	Blind Zero-Transfer to a CSR	154,138
Motor Vehicle	Registration Renewal	223,927
	Duplicate or Replacement Sticker, Plate, Registration Card or Placard	92,575
	Status of a Vehicle Suspension	148,942
	Vehicle Title	158,667
	Changing Name or Address	25,991
	Frequently Asked Questions	48,301
	Motor Vehicle Forms	4,742
	Personalized Plate Availability	12,513
	Return to the Main Menu	52,295
	Blind Zero-Transfer to a CSR	167,504
Exam	Schedule a Regular Non-commercial Driver Exam	313,425
	Schedule all Other Exams	85,277
	Check the Date and Time of Scheduled Exam	33,071
	Cancel an Exam	12,934
	Information on Exam Scheduling on our Web site	3,497
	Return to the Main Menu	16,930
	To speak with a Customer Service Representative	63,386
Service Center	Locate a Service Center	139,108
	Harrisburg Information	19,067
	Return to the Main Menu	34,052
	Blind Zero-Transfer to a CSR	5,583
Web Site	On-line Motor Vehicle Services	3,784
	On-line Driver's License Services	4,122
	On-line Exam Scheduling	569
	Downloading Forms and Fact Sheets	2,581
	On-line Service Center Search	1,473
	How to Contact us, or to Report Difficulties	1,899
	Return to Main Menu	10,914
	Blind Zero-Transfer to a CSR	2,831
Apportioned	Obtaining Replacement or Duplicate Registration Credentials	7,139
	Apportioned Renewals	6,801
	Temporary Authority Services	2,903
	How to Change Vehicle or Jurisdiction Information After Renewal	1,553
	Frequently Asked Questions About Apportioned Services	6,530
	Fax Apportioned Form	655
	Return to the Main Menu	20,238
	Blind Zero-Transfer to a CSR	7,697
Grand Total		6,317,726

CUSTOMER CALL TYPES (DECEMBER 15, 2008 TO DECEMBER 19, 2008)

Call Type	Call Volume
Driver Licensing	15,768
Motor Vehicle	11,603
Foreign Language	761
Exam Scheduling	3,016

Breakout By Day	12/15/2008	12/16/2008	12/17/2008	12/18/2008	12/19/2008	Totals
Driver Licensing	3,711	3,224	3,016	2,974	2,843	15,768
Motor Vehicle	2,934	2,377	2,258	2,081	1,953	11,603
Foreign Language	168	171	147	143	132	761
Exam Scheduling	535	673	552	635	621	3,016

NOTE: Foreign Language does not include Spanish calls handled within the Call Center. These are calls requiring the use of a foreign language translation service.

CSR TALK TIME BY TYPE OF CALL

Skill	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08
Driver Licensing	3:09	3:09	3:16	3:22	3:27	3:33	3:35	3:33	3:32	3:24	3:25	3:22
Exam Scheduling	2:39	2:30	2:43	2:46	2:53	2:57	3:03	3:01	3:02	2:54	2:54	2:52
Motor Vehicle	3:41	3:41	3:48	3:54	3:57	3:46	3:41	3:38	3:37	3:42	3:41	3:45
Foreign Language	1:34	2:04	1:26	1:07	1:21	1:19	1:29	1:18	1:32	1:26	1:20	0:52

NOTE: Foreign Language does not include Spanish calls handled within the Call Center. These are calls require the use of a foreign language translation service.

The CSR Talk Time table shows the monthly average length of a CSR call by type of call. Included in the talk time is data entry time (when appropriate) as the CSRs perform data entry as they are working with the customer.

SERVICE LEVEL ASSESSMENTS ASSESSED FOR 4-R24

Fiscal Year	Total SLAs Assessed by Fiscal Year	CSR Handled Calls	Access Rate	Accuracy	Email Response	Automation	ASA	Key Position Vacancy	Total Fiscal Year
FY 05-06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY 06-07	\$272,158.16	\$248,182.50	\$82,860.00	\$26,677.50	\$46,380.00	\$0.00	\$50,000.00	\$0.00	\$454,100.00
FY 07-08	\$65,676.01	\$15,959.50	\$0.00	\$22,777.50	\$23,130.00	\$0.00	\$5,000.00	\$0.00	\$66,867.00
FY 08-09	\$29,471.67	\$21,007.50	\$1,837.50	\$1,035.00	\$525.00	\$66.67	\$5,000.00	\$0.00	\$29,471.67
July - Nov 09	\$75.00	\$0.00	\$0.00	\$0.00	\$75.00	\$0.00	\$0.00	\$0.00	\$75.00
Total	\$367,380.83	\$285,149.50	\$84,697.50	\$50,490.00	\$70,110.00	\$66.67	\$60,000.00	\$0.00	\$550,513.67

Note: Total SLA Assessed varies from Total Fiscal Year Category because the contract states that SLAs "...shall not exceed the profit for the period....."

Sign-In Sheet
Pre-Proposal Conference

NAME:	COMPANY:	STREET ADDRESS:	CITY/STATE:	ZIP-CODE:	TELEPHONE #:	FAX #:	E-MAIL ADDRESS:	BUSINESS CARD:
Greg Baughman	The Clinton Group	1350 Connecticut Ave	WASH DC	20036	202-485-5103		Gkreg@APBW.UJ	YES
CHUCK MERRIWEATHER	PRWT SERVICES	1835 Market St	PHILA PA	19103	215-990-8649		chuck.merriweather@prwt.com	YES
Jeff Brunet	Technisave	5010 Richard Ln	Mechanicsburg PA	17055	717-790-0911		jbrunet@technisave.com	YES
Tom Bertolotti	Technisave	5020 Richard Ln	11	11	11		abertolotti@technisave.com	YES
JOANN FAYE	VERIZON BUSINESS	303 WALNUT ST	HFG, PA	17101	717-777-8680		JOANN.M.FAYE@VERIZONBUSINESS	NO
Tom Flanagan	PCS	101 N. Moore	Phoenix AZ	853003	312-514-7147		Thomas.Flanagan@PCS-Inc.com	YES
Steve Rucker	Clinton Group (APS)	4250 Cransford Rd	Hburg PA	17155	410-952-6743		srucker@ccok.com	YES
Joylyn Conklin	Black Consulting INC	5275 E Trindle Rd	Mechanicsburg PA	17050	717-620-3042		jconklin@blackcsi.com	YES

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION, CUSTOMER CALL CENTER
FOR
DRIVER AND VEHICLE SERVICES

Sign-In Sheet Pre-Proposal Conference

NAME:	COMPANY:	STREET ADDRESS:	CITY/STATE:	ZIP-CODE:	TELEPHONE #:	FAX #:	E-MAIL ADDRESS:	BUSINESS CARD:
Sharon Ware	PSI	1011 Wynkoop St	Denver, CO	80202	502.425.7744		sware@police-studies.com	✓
Gary Johnson	PSI	164 Amma Rd	Wormleysburg PA	17043	717.441.5354		gjohnson@psig-se.com	✓
ED SHEETS	AT&T	214 SENATE AV STE 401	CAMP HILL PA	17011	717-731-6632	717-731-6651	ESHEETS@ATT.COM	✓
PABLO ADAM	AT&T	214 Senate Av STE 401	Camp Hill PA	17011	717.975.6566	717.931.6651	PADAM@ATT.COM	✓
Romayne Johnson	The Drexel Group	1832 Market St Camp Hill PA 17011	Camp Hill PA	17011	717.730.9841	717.730.9845	romayne@the-drexel-group.com	✓
Robert Johnson	"	"	"	"	"	"	robert@the-drexel-group.com	✓
PAMELA MILAN	The Clinton Group	1350 Connecticut Ave #1102	WASH DC	20004	202.223.4747	202.223.2425	pamelam@theclintongroup.com	✓
DAVID KRAVITZ	ANSTRETT	2325 MARYLAND ²¹⁰ RD	WILLOW GROVE PA	19090	267-942-6016	215-657-4350	DAVID.KRAVITZ@ANSTRETT.COM	✓
Samantha Scott	A Personnel Connection	724 S. Cameron St Unit A, Hags PA 17104	Hags, PA	17104	717-253-0443	717-253-0773	s.gallatin@apersonnelconnection.com	✓
Patricia Bryner	Reyna ITS	590 Centerville Rd 179	Lancaster, PA	17601	717.940.3426		patybryner@reynait.com	✓
Cliff Wright	M. DAVIS & Co. Inc	4520 Locust ST 2nd Fl Phila PA 19102	Philadelphia, PA	19102	215-790-8900	215-790-8930	cliff@mdavisco.com	✓
Byron Hutchinson	BT Consulting	100 E. 4th St Suite 214 Lititz PA 17543	Lititz PA	17543	717-799-5832		bhutchinson@btconsulting.com	✓

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION, CUSTOMER CALL CENTER
FOR
DRIVER AND VEHICLE SERVICES

Sign-In Sheet

Pre-Proposal Conference

NAME:	COMPANY:	STREET ADDRESS:	CITY/STATE:	ZIP-CODE:	TELEPHONE #:	FAX #:	E-MAIL ADDRESS:	BUSINESS CARD:
Cinde Holste	Assurance Staffing	Trundle RP	Camp Hill	17011	(717) 920-9190	920-9192	Jobs@ASSURANCESTAFF.COM	✓
Mark Kirsch	Adept	Walnut St. 6756 EASTERN AVE	Hgh, PA	17105	717-991-1135	-	m.kirsch@adeptusa.com	X
Lewis Lovett	Kidd Int'l	WASH.,	Wash DC	20012	202 723-6600			X
Don Baker	Kelly OGB	717 MARKET ST	Lemoyne	17507	757-6738		dbaker2@kellyogb.com	X
Kim Sokol	Kelly OGB	Lemoyne	Lemoyne	17507	737 6738			X
Mike Richart	Pughess Assoc.	Hgh	Hgh		238-9078		mike@pughessassociates.com	✓
Michael Kidd	KIDD Int'l.	6856 EASTERN AVE. NW WASH., D.C. 20012	WASH. DC	20016	202-723-6600		mike.kidd@KIDDINTL.COM	X
Jeff Lowe	Active Network	elkensburg MD		21012	240 687 4092		jeff.lowe@active.net	X
MICHELLE KLOPP	ACS	6400 FINE DRIVE	Harrisburg, PA	17112	(717) 412-5310	(202) 318-8318	Michelle.Klapp@acs-inc.com	✓
Parker Williams	ACS	W. COAST DR (Country Club)	Greencastle, IN	20676	301 620 4668		parker.williams@acs-inc.com	✓
Ron Lucero	Faneuil	7700 Southland	Orlando, FL	32809	407 367 7413		ron.lucero@faneuil.com	✓
Cheryl Caplan	Verizon Business	303 Walnut St Hgh	Hgh, PA	17101	717-777-3960		cheryl.caplan@verizonbusiness.com	✓
John Green	" "	" "	" "	"	717-512-2813		john.green@verizonbusiness.com	
Shawn Fabe	" "	" "	" "	"				
Mike Shea	AMERICAN CUSTOMER CARE	949 PIAZZA DR. MONTMORISVILLE	PA	17754	800-660-0130		mshea@americancustomer care.com	✓
Tom Dudek	ITC Contact Centers	2511 Mondamin Farm Rd	Lanc, PA	17601	717 824 3528		TOM.DUDEK@DIVDATA.COM	
Patrick Montgomery	Stellar Global	130 E. John Carpenter	Irving TX	75062	972-999-4572		pmontgomery@stellarglobal.com	✓
Michelle Mott	Stellar US	130 E. John Carpenter	Irving TX	75062	972 999 4573		mmott@stellarglobal.us	✓
AHMAD JAMAL	VERIZON BUSINESS	303 WALNUT ST	HARRISBURG	17101				

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION, CUSTOMER CALL CENTER
FOR
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Cinde Holste
Manager

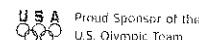
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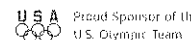
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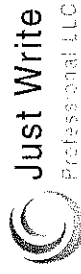
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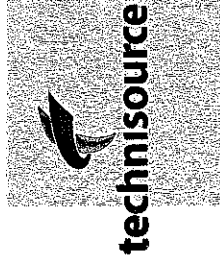
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Mobile 717 514-7927
Fax 717 777-3576



Commonwealth of Pennsylvania

Date: **February 5, 2010**
Subject: **Customer Call Center for Driver and Vehicle Services**
Solicitation Number: **6100013048**
Opening Date/Time: **February 16, 2010, 8:00 AM, E.S.T. (BID DUE DATE 2/11/10, 3:30 PM, E.S.T.)**
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:

Refer to revised Appendix D - Cost Submittal Worksheet Revised. THIS REVISED WORKSHEET MUST BE THE ONE SUBMITTAL WITH THE PROPOSAL.

Updated Appendix D, Rev. 1-26-10 will allow lines to be added within the Cost Submittal Worksheet where necessary Formula's were revised in Toll-Free (A) Labor Breakdown and Toll (B) Labor Breakdown in columns "Z" and "AE".

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:

Department of General Services
Forum Place, 6th Floor, Bid Room
Solicitation #6100013048
555 Walnut Street
Harrisburg, PA 17101-1914

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,
Form Revised 02/26/08



Commonwealth of Pennsylvania

Name: Syline M. Shingara
Title: Commodity Specialist
Phone: 717-346-3833
Email: sshingara@state.pa.us



Commonwealth of Pennsylvania

Date: **February 9, 2010**
Subject: **Customer Call Center for Driver and Vehicle Services**
Solicitation Number: **6100013048**
Opening Date/Time: **February 16, 2010, 8:00 AM, E.S.T. (BID DUE DATE 2/11/10, 3:30 PM, E.S.T.)**
Addendum Number: **4**

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:

Appendix D - Revised 1-26-10:

In the tabs "Toll-Free (A) Labor Breakdown" and "Toll (B) Labor Breakdown" has a column for Benefit Cost Breakdown. Also on tab "Labor Cost Summary" it also has a row to add "Labor Overhead Costs". Both should not be filled in. If you enter in the A and B – do not enter in the Labor Cost Summary. If you enter in the Labor Cost Summary do not enter in A or B.

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.
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Department of General Services
Forum Place, 6th Floor, Bid Room
Solicitation #6100013048
555 Walnut Street
Harrisburg, PA 17101-1914

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,
Form Revised 02/26/08



Commonwealth of Pennsylvania

Name: Syline M. Shingara
Title: Commodity Specialist
Phone: 717-346-3833
Email: sshingara@state.pa.us



Commonwealth of Pennsylvania

Date: **February 9, 2010**
Subject: **Customer Call Center for Driver and Vehicle Services**
Solicitation Number: **6100013048**
Opening Date/Time: **February 16, 2010, 8:00 AM, E.S.T. (BID DUE DATE 2/16/10, 7:30 AM, E.S.T.)**
Addendum Number: **5**

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:

Bid due date has been revised due to possible snow advisory-delay in .

The new proposal due date is: Tuesday, February 16, 2010, 7:30 AM, Eastern Standard time.

A new Appendix D is attached and must be used to submit the proposal. Sorry for the last minute changes, but we have made the following revisions:

1. There were a couple rows that did not allow you to enter to decimels -revised.
2. The Labor Cost Summary sheet - the labor over head % was removed from the spreadsheet for you to enter it here because you may have different percentages for different positions. Benefits should be entered in A or B tabs.

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.
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Department of General Services
Bureau of Procurement
Forum Place, 6th Floor, Bid Room
Solicitation #6100013048
555 Walnut Street



Commonwealth of Pennsylvania

Harrisburg, PA 17101-1914
Attention: Syline M. Shingara

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: Syline M. Shingara
Title: Commodity Specialist
Phone: 717-346-3833
Email: sshingara@state.pa.us

APPENDIX A

CONTRACT TERMS

AND

CONDITIONS FOR SERVICES

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PART I - GENERAL INFORMATION

PART I - GENERAL INFORMATION

I.1 RFP-001.1 Purpose (Oct 2006)

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 DEPARTMENT OF GENERAL SERVICES FOR THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION consideration on behalf of the Commonwealth of Pennsylvania ("Commonwealth") to satisfy a need for Customer Call Center for Driver and Vehicle Srs. ("Project").

I.2 RFP-002.1 Issuing Office (Oct 2006)

The DEPARTMENT OF GENERAL SERVICES FOR THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (Issuing Office) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be Department of General Services, Bureau of Procurement, Syline M. Shingara, Forum Place, 6th Floor, 555 Walnut Street, Harrisburg, PA 17101-1914, E-Mail: sshingara@state.pa.us, the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.

I.3 RFP-003.1 Scope (Oct 2006)

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 RFP-004.1 Problem Statement (Oct 2006)

The Pennsylvania Department of Transportation's (PennDOT) primary purpose for initiating this project RFP is to gain the services of an Offeror to operate a Customer Call Center. The objective of this RFP is to select a qualified Offeror with in-bound call center experience capable of providing telephone, email, and fax information services to over 3.7 million driver and vehicle inquiries annually. Access to information is to be addressed primarily through technology and automation, with Customer Service Representatives (CSRs) available to handle complex customer questions and individual-specific customer needs. Service access is to be maximized with the use of technology to address growing customer demands while minimizing costs. Currently, over 40 percent of customers calling the Customer Call Center are assisted through automated informational messages and/or automated transaction applications.

I.5 RFP-005.1 Type of Contract (Oct 2006)

It is proposed that if the Issuing Office enters into a contract as a result of this RFP, it will be a Cost Plus Fixed Fee, Not-to-Exceed contract containing the Contract Terms and Conditions as shown in Part V of this RFP. 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 RFP-006.1 Rejection of Proposals (Oct 2006)

The Issuing Office reserves the right, in its sole and complete discretion, to reject any and all proposals received as a result of this RFP.

I.7 RFP-007.1 Incurring Costs (Oct 2006)

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 RFP-008.1a Optional Preproposal Conference (Oct 2006)

The Issuing Office will hold a preproposal conference. 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 the instructions in this RFP 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 individuals per Offeror. The preproposal 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. Attendance at the Preproposal Conference is optional.

The preproposal conference will be held on 01/15/2010 , at 10:00 AM, PENNDOT, RIVER FRONT OFFICE CENTER, TRAINING ROOM 411, 1101 SOUTH FRONT STREET, HARRISBURG, PA 17104-2516 .

I.9 RFP-009.1 Questions and Answers (March 2008)

If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by email (**with the subject line ' 6100013048 Question'**) to the Issuing Officer. If the Offeror has questions, they must be submitted via email **no later than 01/11/2010** . The Issuing Officer shall post the answers to the questions on the following website at www.emarketplace.state.pa.us .

All questions and responses as posted on the Issuing Office website are considered as an addendum to, and part of, this RFP. Each Offeror shall be responsible to monitor the Issuing Office 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.

I.10 RFP-010.1 Addenda to the RFP (March 2008)

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 following website at www.emarketplace.state.pa.us . 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 RFP-011.1b Proposal Response Date (Oct 2006)

To be considered for selection, all three submittals of the proposal must arrive at the Issuing Office on or before 02/11/2010 by 3:30 PM . The Technical Submittal and the Disadvantaged Business Submittal must be submitted in hard copy form, while the Cost Submittal must be submitted electronically through SRM. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send their Technical and Disadvantaged Business Submittals 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 Issuing Office location to which the Technical and Disadvantaged Business Submittals are to be submitted is closed on the Proposal Response Date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Offerors. The hour for submission of proposals shall remain the same. The Issuing Office will reject, unopened, any late Technical and Disadvantaged Business Submittals. The SRM system will not permit Offerors to submit Cost Submittals after the Proposal Response Date and Time.

I.12 RFP-012.1B Proposals (Feb 2009)

To be considered, Offerors should submit a complete response to this RFP using the format provided in Part II. Offerors shall provide 00 **paper** copies of the Technical Submittal and the Disadvantaged Business Submittal to the Issuing Office. In addition to the paper copies of these Submittals, Offerors shall submit one **complete and exact** copy of the Technical Submittal on CD-ROM in Microsoft Office or Microsoft Office-compatible format. The Cost Submittal shall **not** be submitted in hard copy form, but the Offeror shall enter the price(s) through the Supplier Portal and submit to the Issuing Office through the SRM system.

should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. For this RFP, the proposal must remain valid for 180 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.

The information in the proposal will become a public record upon contract execution, except as limited by Section 106 (b)(1) of the *Commonwealth Procurement Code*, 62 Pa. C.S. Section 106 (b)(1).

For this RFP, the proposal must remain valid for 180 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. The information in the proposal will become a public record upon contract execution, except as limited by Section 106 (b)(1) of the *Commonwealth Procurement Code*, 62 Pa. C.S. Section 106 (b)(1).

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 Technical Submittal and the Disadvantaged Business Submittal 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.

An Offeror may modify its Cost Submittal prior to the exact hour and date set for proposal receipt only by entering new price(s) through the Supplier Portal and submitting them to the Issuing Office through the SRM system

I.13 RFP-013.1a Disadvantaged Business Information (Feb 2009)

The Issuing Office encourages participation by small disadvantaged businesses as prime contractors, joint ventures and subcontractors/suppliers and by socially disadvantaged businesses as prime contractors.

Small Disadvantaged Businesses are small businesses that are owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages. The term includes:

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

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

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

Questions regarding this Program can be directed to:

Department of General Services
Bureau of Minority and Women Business Opportunities
Room 611, North Office Building

Harrisburg , PA 17125
Phone: (717) 787-6708
Fax: (717) 772-0021
Email: gs-bmwbo@state.pa.us

Program information and a database of BMWBO-certified minority- and women-owned businesses can be accessed at <http://www.dgsweb.state.pa.us/mbewbe/vendorsearch.aspx>, DGS Keyword: BMWBO. The federal vendor database can be accessed at <http://www.ccr.gov> by clicking on *Dynamic Small Business Search* (certified companies are so indicated).

I.14 RFP-013.1b Information Concerning Small Businesses in Enterprise Zones (Oct 2006)

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

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

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

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

Aldona M. Kartorie
Center for Community Building
PA Department of Community and Economic Development
4th Floor, Commonwealth Keystone Building
400 North Street
Harrisburg , PA 17120-0225
Phone: (717) 720-7409
Fax: (717) 214-5416
Email: akartorie@state.pa.us

I.15 RFP-014.1 Economy of Preparation (Oct 2006)

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.16 RFP-015.1 Alternate Proposals (Oct 2006)

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.17 RFP-016.1 Discussions for Clarification (Oct 2006)

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.

I.18 RFP-017.1 Prime Contractor Responsibilities (Oct 2006)

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.19 RFP-018.1 Proposal Contents (April 2009)

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. Financial capability information submitted in response to Part II, Section II-7 of this RFP is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I.20 RFP-019.1 Best and Final Offers (April 2009)

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:

- i) Schedule oral presentations;
- ii) Request revised proposals; and

- iii) Enter into pre-selection negotiations, including the use of an online auction.

The Issuing Office will limit any discussions to responsible Offerors (those that have submitted responsive proposals and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance) whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award. The Criteria for Selection found in **Part III, Section III-4**, shall also be used to evaluate the best and final offers. Price reductions offered through any reverse online auction shall have no effect upon the Offeror's Technical Submittal. Dollar commitments to Disadvantaged Businesses and Enterprise Zone Small Businesses can be reduced only in the same percentage as the percent reduction in the total price offered through negotiations, including the online auction.

I.21 RFP-020.1 News Releases (Oct 2006)

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.22 RFP-021.1 Restriction of Contact (Oct 2006)

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.23 RFP-022.1 Debriefing Conferences (Oct 2006)

Offerors whose proposals are not selected will be notified of the name of the selected Offeror and given the opportunity to be debriefed. The Issuing Office will schedule the time and location of the debriefing. 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 the filing of a protest.

I.24 RFP-023.1 Issuing Office Participation (Oct 2006)

Offerors shall provide all services, supplies, facilities, and other support necessary to complete the identified work, except as otherwise provided in **Part IV**.

I.25 RFP-024.1a Department of General Services RFP Protest Procedure (Oct 2006)

The RFP Protest Procedure is on the DGS website at <http://www.dgs.state.pa.us>. 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 Responsive Date. 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.

I.26 RFP-025.1 Electronic Version of this RFP (Oct 2006)

This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

I.27 RFP-028.1 Participating Addendum with an External Procurement Activity (Oct 2006)

Section 1902 of the *Commonwealth Procurement Code*, 62 Pa.C.S. Section 1902, permits external procurement activities to participate in cooperative purchasing agreements for the procurement of services, supplies or construction.

a. **Definitions.** The following words and phrases have the meanings set forth in this provision:

- (1) *External procurement activity:* The term, as defined in 62 Pa. C. S. Section 1901, means a "buying organization not located in the Commonwealth [of Pennsylvania] which if located in this Commonwealth would qualify as a public procurement unit [under 62 Pa. C.S. Section 1901]. An agency of the United States is an external procurement activity."
- (2) *Participating addendum:* A bilateral agreement executed by the Contractor and an external procurement activity that clarifies the operation of the Contract for the external procurement activity concerned. The terms and conditions in any participating addendum shall affect only the procurements of the purchasing entities under the jurisdiction of the external procurement activity signing the participating addendum.
- (3) *Public procurement unit:* The term, as defined in 62 Pa. C. S. Section 1901, means a "local public procurement unit or purchasing agency."
- (4) *Purchasing agency:* The term, as defined in 62 Pa. C. S. Section 103, means a "Commonwealth agency authorized by this part or any other law to enter into contracts for itself or as the agent of another Commonwealth agency."

b. **General.** A participating addendum shall incorporate the terms and conditions of the Contract resulting from this RFP. The Contractor shall not be required to enter into any participating addendum.

c. **Additional Terms.**

- (1) A participating addendum may include additional terms that are required by the law governing the external procurement activity.
- (2) A participating addendum may include new, mutually agreed upon terms that clarify ordering procedures specific to a participating external procurement activity.
- (3) The construction and effect of any participating addendum shall be governed by and construed in accordance with the laws governing the external procurement activity.
- (4) If an additional term requested by the external procurement activity will result in an increased cost to the Contractor, the Contractor shall adjust its pricing up or down accordingly.

d. **Prices.**

- 1) **Price adjustment.** For any costs affecting the percent markup that the Contractor will or will not incur or that differ from costs incurred or not incurred in the fulfillment of this Contract, the Contractor shall adjust its pricing up or down accordingly. These costs may include, but not be limited to:
 - (a) State and local taxes;
 - (b) Unemployment and workers compensation fees;
 - (c) E-commerce transaction fees; and
 - (d) Costs associated with additional terms, established pursuant to the Contract.
 - 2) The Contractor's pricing for an external procurement activity shall be firm and fixed for the duration of the initial term of the Contract. After the initial term of the Contract, if the Contract is renewed, the Contractor's pricing may be adjusted up or down based on market conditions only with the mutual agreement of both the Contractor and any external procurement activity.
- e. **Usage Reports on External Procurement Activities.** The Contractor shall furnish to the Contracting Officer an electronic quarterly usage report, preferably in spreadsheet format no later than the fifteenth calendar day of the succeeding calendar quarter. Reports shall be e-mailed to the Contracting Officer for the Contract. Each report shall indicate the name and address of the Contractor, contract number, period covered by the report, the name of the external procurement activity that has used the Contract and the total volume of sales to the external procurement activity for the reporting period.
- f. **Electronic Copy of Participating Addendum.** The Contractor, upon request of the Contracting Officer, shall submit **one** electronic copy of the participating addendum to the Contracting Officer within **ten** days after request.

PART II - PROPOSAL REQUIREMENTS

PART II - PROPOSAL REQUIREMENTS

II.1 RFP-001.1c General Requirements (Oct 2006) - Cost Submittal Electronic

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 Technical Submittal. **The Technical Submittal and the Disadvantaged Business Submittal should not contain any cost data related to the Offeror's Proposal.** Each Proposal shall consist of the following:

Two separately sealed submittals, which are to be submitted in *hard copy*:

- a. Technical Submittal
- b. Disadvantaged Business Submittal

AND

The Cost Submittal that consists of the Offeror's completion and *submission of the pricing through the Supplier Portal in the SRM system.*

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.2 RFP-002.1 Technical Submittal Requirements - Standard (April 2009)

Offerors must include in their Technical Submittal, their responses to the following:

- a. Statement of the Problem:

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

- b. Management Summary:

Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

- c. 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.

- d. Prior Experience:

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

Provide a brief history of your company, number of employees, and parent company information, if applicable.

Provide at least three (3) references and two (2) past references of customers of comparable size. Include the following for each reference: a.) account size in terms of dollars; b.) contact person that managed the account; c.) contact person's current email address, phone number and address; d.) contract period for each reference.

Provide the number of contracts which have been cancelled in the past five (5) years and the reasons for the cancellations.

Has your company been suspended or debarred from any state business within the last five (5) to ten (10) years or sued for non-performance or any payment made for non-performance?

Has your company or any of its key employees, been involved in any legal or regulatory actions involving fraud or

misuse of data within the past five (5) years?

Please describe experience providing driver and vehicle information and referral services in a call center setting comparable to the size and scope of the requirements described in this RFP.

Explain the Offeror's experience in implementing a customer call center with an integrated fulfillment request function as well as experience in implementing a call center that integrates with a client's existing fulfillment request system.

Provide a detailed description as to how the Offeror's background, experience, and structure will support the implementation of a customer call center. This information must include a description of the organization including facilities, current contacts, and organization responsibilities, experience and/or current contracts with the public sector, number and types of employees and size and description of your customer base.

Explain what measures the Offeror will take to ensure HIPAA compliance and meet ADA requirements.

e. Personnel:

Include the number of executive and key professional personnel, such as: Customer Call Center Manager, Customer Call Center Assistant Manager, Training Coordinator, 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.

Describe the proposed management structure to support the Commonwealth contract. Include an illustrative/organizational chart that represents the proposed structure, along with specifics on the number of dedicated representatives expected, and the skills required of the representatives. Provide the names, roles and resumes for the key people the Offeror is proposing for the dedicated manager positions including reporting relationships and the responsibilities of each position. Include the names and qualifications of those individuals selected to comprise the Customer Call Center implementation and operation team and how long each has been with your company.

Identify by name any subcontractors you intend to use and the services they will perform.

f. Training:

In cooperation with PennDOT representatives, the Offeror shall train all personnel who will be involved with the operation of the services. The Offeror shall use the train-the-trainer approach. The Commonwealth will provide a one-time training covering driver license and motor vehicle topics what will take place in Harrisburg for up to fifteen (15) Offeror employees, which must include the Offeror's trainers.

Refer to Part IV, Section IV.3, Tasks for additional information.

g. Financial Capability:

Describe your company's financial stability and economic capability to perform the contract requirements. Financial documents such as audited financial statements for the most recent completed three (3) years will be acceptable to the Commonwealth. If audited financial statements are not available, Offeror's shall provide copies of its corporate Federal tax returns, including all supporting schedules for the last three (3) years will be acceptable to the Commonwealth. One (1) copy of the Offeror's financial statements and/or corporate tax returns with all supporting schedules shall be provided to the Commonwealth with the Offeror's technical submittal response.

h. Objections and Additions to Standard Contract Terms and Conditions:

The Offeror will identify which, if any, of the terms and conditions (contained in Part V) 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 Part V. 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 Part V. The Issuing Office will reject any proposal that is conditioned on the negotiation of terms and conditions other than those set out in Part V.

II.3 RFP-003.1a Disadvantaged Business Submittal (April 2009)

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

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

- c. In addition to the above verifications, the Offeror must include in the Disadvantaged Business Submittal of the proposal the following information:
1. The name and telephone number of the Offeror's project (contact) person for the Small Disadvantaged Business.
 2. The business name, address, name and telephone number of the primary contact person for each Small Disadvantaged Business included in the proposal. The Offeror must specify each Small Disadvantaged Business to which it is making commitments. The Offeror will not receive credit for stating that it will find a Small Disadvantaged Business after the contract is awarded or for listing several businesses and stating that one will be selected later.

3. The specific work, goods or services each Small Disadvantaged Business will perform or provide.
 4. The estimated dollar value of the contract to each Small Disadvantaged Business.
 5. Of the estimated dollar value of the contract to each Small Disadvantaged Business, the percent of the total value of services or products purchased or subcontracted that will be provided by the Small Disadvantaged Business directly.
 6. The location where each Small Disadvantaged Business will perform these services.
 7. The timeframe for each Small Disadvantaged Business to provide or deliver the goods or services.
 8. The amount of capital, if any, each Small Disadvantaged Business will be expected to provide.
 9. The form and amount of compensation each Small Disadvantaged Business will receive.
 10. For a joint venture agreement, a copy of the agreement, signed by all parties.
 11. For a subcontract, a signed subcontract or letter of intent.
- d. The Offeror is required to submit **two** copies of its Disadvantaged Business Submittal. The submittal shall be clearly identified as Disadvantaged Business information and sealed in its own envelope, separate from the remainder of the proposal.
 - e. The Offeror must include the dollar value of the commitment to each Small Disadvantaged Business in the same sealed envelope with its Disadvantaged Business Submittal. The following will become a contractual obligation once the contract is fully executed:
 1. The amount of the selected Offeror's Disadvantaged Business commitment;
 2. The name of each Small Disadvantaged Business; and
 3. The services each Small Disadvantaged Business will provide, including the timeframe for performing the services.
 - f. A Small Disadvantaged Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.
 - g. An Offeror that qualifies as a Small Disadvantaged Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

II.4 RFP-003.1b. Enterprise Zone Small Business Participation (Oct 2006)

- a. To receive credit for being an enterprise zone small business or entering into a joint venture agreement with an enterprise zone small business or subcontracting with an enterprise zone small business, an Offeror must include the following information in the Disadvantaged Business Submittal of the proposal:

1. Proof of the location of the business' headquarters (such as a lease or deed or Department of State corporate registration), including a description of those activities that occur at the site to support the other businesses in the enterprise zone.
 2. Confirmation of the enterprise zone in which it is located (obtained from the local enterprise zone office).
 3. Proof of United States citizenship of the owners of the business.
 4. Certification that the business employs 100 or fewer employees.
 5. Proof that the business' gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax return or audited financial statement.
 6. Documentation of business organization, if applicable, such as articles of incorporation, partnership agreement or other documents of organization.
- b. In addition to the above verifications, the Offeror must include in the Disadvantaged Business Submittal of the proposal the following information:
1. The name and telephone number of the Offeror's project (contact) person for the Enterprise Zone Small Business.
 2. The business name, address, name and telephone number of the primary contact person for each Enterprise Zone Small Business included in the proposal. The Offeror must specify each Enterprise Zone Small Business to which it is making commitments. The Offeror will not receive credit for stating that it will find an Enterprise Zone Small Business after the contract is awarded or for listing several businesses and stating that one will be selected later.
 3. The specific work, goods or services each Enterprise Zone Small Business will perform or provide.
 4. The estimated dollar value of the contract to each Enterprise Zone Small Business.
 5. Of the estimated dollar value of the contract to each Enterprise Zone Small Business, the percent of the total value of services or products purchased or subcontracted that each Enterprise Zone Small Business will provide.
 6. The location where each Enterprise Zone Small Business will perform these services.
 7. The timeframe for each Enterprise Zone Small Business to provide or deliver the goods or services.
 8. The amount of capital, if any, each Enterprise Zone Small Business will be expected to provide.
 9. The form and amount of compensation each Enterprise Zone Small Business will receive.

10. For a joint venture agreement, a copy of the agreement, signed by all parties.
 11. For a subcontract, a signed subcontract or letter of intent.
- c. The dollar value of the commitment to each Enterprise Zone Small Business must be included in the same sealed envelope with the Disadvantaged Business Submittal of the proposal. The following will become a contractual obligation once the contract is fully executed:
1. The amount of the selected Offeror's Enterprise Zone Small Business commitment;
 2. The name of each Enterprise Zone Small Business; and
 3. The services each Enterprise Zone Small Business will provide, including the timeframe for performing the services.

II.5 RFP-004.1B Cost Submittal Requirements - Electronic Submission (Jan 2008)

The Cost Submittal consists of the Offeror's completion and submission of its pricing through the Supplier Portal in the SRM system. Offerors should **not** include any assumptions in their cost submittals. If the Offeror include assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office 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 Issuing Office will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a notice to proceed.

II.6 RFP-005.1 Domestic Workforce Utilization Certification (Oct 2006)

Offerors who seek consideration for the Domestic Workforce Utilization Certification criterion must complete, sign and submit the Domestic Workforce Utilization Certification Form, which is attached to and made a part of this RFP. The completed and signed Domestic Workforce Utilization Certification Form must be submitted in the same sealed envelope with the Technical Submittal.

PART III - CRITERIA FOR SELECTION

PART III - CRITERIA FOR SELECTION

III.1 RFP-001.1a Mandatory Responsiveness Requirements (Oct 2006)

To be eligible for selection, a proposal must be:

- a. Timely received from an Offeror;
- b. Properly signed by the Offeror.

III.2 RFP-002.1 Technical Nonconforming Proposals (Oct 2006)

The Issuing Office reserves the right, in its sole discretion, to waive technical or immaterial nonconformities in an Offeror's proposal.

III.3 RFP-004.1a Criteria for Selection (Feb 2009)

The following criteria will be used, in order of relative importance from the highest to the lowest weighted factors, in evaluating each proposal. In order for a proposal to be considered for selection for best and final offers or selection for contract negotiations, the total score for the technical submittal of the proposal must be greater than or equal to 70% of the highest scoring technical submittal.

a. Technical:

The Issuing Office has established the weight for the Technical criterion for this RFP as 50%. Evaluation will be based upon the following in order of importance: Soundness of Approach, Offeror Qualifications; Personnel Qualifications and Financial Stability.

b. Method of Award - Cost:

PennDOT has determined that it is in the best interests of the Commonwealth to consider both the cost impact of using the toll-free service for the provision of Call Center services and the cost impact of using toll services. Accordingly, cost proposals will be evaluated using a weighted average between the expected cost with toll-free service and the expected cost without toll-free service. The weighted average will be determined based upon the expected probability of using one service over the other as determined by the Technical Committee.

The Issuing Office has established the weight for the Cost criterion for this RFP as 30% of the total points

c. Disadvantaged Business Participation: BMWBO has established the weight for the Disadvantaged Business Participation criterion for this RFP as 20%. Evaluation will be based upon the following in order of priority:

Priority Rank 1

Proposals submitted by Small Disadvantaged Businesses.

Priority Rank 2

Proposals submitted from a joint venture with a Small Disadvantaged Business as a joint venture partner.

Priority Rank 3

Proposals submitted with subcontracting commitments to Small Disadvantaged Businesses.

Priority Rank 4

Proposals submitted by Socially Disadvantaged Businesses.

Each proposal will be rated for its approach to enhancing the utilization of Small Disadvantaged Businesses and/or Socially Disadvantaged Businesses. Each approach will be evaluated, with Priority Rank 1 receiving the highest

score and the succeeding options receiving scores in accordance with the above-listed priority ranking

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

d. Enterprise Zone Small Business Participation Evaluation: The following options will be considered as part of the final criteria for selection:

Priority Rank 1

Proposals submitted by an Enterprise Zone Small Business will receive the highest score.

Priority Rank 2

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

Priority Rank 3

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

Priority Rank 4

Proposals with no Enterprise Zone Small Business Utilization shall receive no points under this criterion.

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

III.4 RFP-005.1 Domestic Workforce Utilization Criterion (Feb 2009)

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. 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 RFP-006.1a Notification of Selection (Oct 2006)

The Issuing Office will notify the selected Offeror in writing of its selection for negotiation 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.

PART IV - STATEMENT OF WORK

PART IV - STATEMENT OF WORK

IV.1 WORK STATEMENT

Part IV, Statement of Work, is attached and made part of this RFP.

PART V - CONTRACT TERMS and CONDITIONS

PART V - CONTRACT TERMS and CONDITIONS

V.1 CONTRACT-001.1a Contract Terms and Conditions (Nov 30 2006)

The Contract with the selected offeror (who shall become the "Contractor") shall include the following terms and conditions:

V.2 CONTRACT-002.1d Term of Contract – Contract (May 2008)

The initial term of the Contract shall be 5 year(s).

The term of the Contract shall commence on the Effective Date (as defined below) 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 Effective Date printed on the Contract after the Contract has been fully executed by the Contractor and the Commonwealth (signed and approved as required by Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

V.3 CONTRACT-002.2g Renewal of Contract Term; Adjusted Prices - Custom (Oct 2006)

The Contract may be renewed for a maximum of five (5) additional one (1) year terms, so long as the Commonwealth provides written notice to the Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year(s) term(s). Any renewal will be under the same terms, covenants and conditions. The Contractor must either renew any existing bond(s) or provide a new bond(s) for the term of the renewal. No further document is required to be executed to renew the term of the Contract.

V.4 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)

The Commonwealth reserves the right, upon notice to the Contractor, to extend any single term of the Contract for up to three (3) months upon the same terms and conditions.

V.5 CONTRACT-003.1b Signatures – Contract (March 2007)

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract 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 a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- c. 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.

V.6 CONTRACT-004.1a Definitions (Dec 12 2006)

As used in this Contract, these words shall have the following meanings:

- a. Agency The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. Contracting Officer The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. Days Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Works or Developed Materials All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. Documentation 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.
- f. Services All Contractor activity necessary to satisfy the Contract.

V.7 CONTRACT-005.1a Purchase Orders (Feb 2007)

Commonwealth agencies 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. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders will not include an "ink" signature by the Agency. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

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. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.

b. 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 a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any 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 Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgement were not in writing or signed by the parties. A purchase order or acknowledgement shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

c. 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.

Purchase Orders under five thousand dollars (\$5,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing 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. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

V.8 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. 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.

V.9 CONTRACT-007.01b Delivery of Services (Nov 30 2006)

The Contractor shall proceed with all due diligence in the performance of the services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

V.10 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure,

whenever Commonwealth deems it to be in its best interest.

V.11 CONTRACT-008.1a Warranty (Oct 2006)

The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

V.12 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2006)

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to the Commonwealth under the contract.

The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract.

This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same.

As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action.

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.

The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract.

If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing.

If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any

amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

V.13 CONTRACT-009.1d Ownership Rights (Oct 2006)

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

V.14 CONTRACT-010.1a Acceptance (Oct 2006)

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

V.15 CONTRACT-010.2 Product Conformance (Oct 2006)

The Commonwealth reserves the right to require any and all Contractors to:

1. Provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the Commonwealth.
2. Supply published manufacturer product documentation.
3. Permit a Commonwealth representative to witness testing at the Contractor's location or at an independent laboratory.
4. Complete a survey/questionnaire relating to the bid requirements and specifications.
5. Provide customer references.
6. Provide a product demonstration at a location near Harrisburg or the using agency location.

V.16 CONTRACT-010.3 Rejected material not considered abandoned (Oct 2006)

The Commonwealth will have the right to not regard any rejected material as abandoned and to demand that the Contractor remove the rejected material from the premises within thirty (30) days of notification. The Commonwealth shall have the right to demand, and upon demand, the Contractor shall be responsible for proper clean-up at all locations upon demand by the Commonwealth, the Commonwealth may set-off the costs for removal and clean-up from any payments due to the Contractor under this or any other Contract with the Commonwealth. This is in addition to all other rights to recover costs incurred by the Commonwealth.

V.17 CONTRACT-011.1a Compliance With Law (Oct 2006)

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

V.18 CONTRACT-013.1 Environmental Provisions (Oct 2006)

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq. ; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended , 32 P.S. Section 693.1.

V.19 CONTRACT-014.1 Post-Consumer Recycled Content (Dec 5 2006)

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 on the Department of General Services website at www.dgs.state.pa.us on the date of submission of the bid, proposal or contract offer.

V.20 CONTRACT-014.3 Recycled Content Enforcement (Feb 2009)

The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

V.21 CONTRACT-015.1A Compensation/Expenses (May 2008)

The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work 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.

V.22 CONTRACT-015.2 Billing Requirements (Dec 5 2006)

The Contractor shall include in all of its invoices the following minimum information:

- Vendor name and "Remit to" address, including SAP Vendor number;
- Bank routing information, if ACH;
- SAP Purchase Order number;
- Delivery Address, including name of Commonwealth agency;
- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- Quantity provided;
- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

V.23 CONTRACT-016.1 Payment (Oct 2006)

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) 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); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. 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. 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.
- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

V.24 CONTRACT-016.2 ACH Payments (Aug 2007)

- a. The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).
- b. 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.
- c. 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.

V.25 CONTRACT-017.1 Taxes (Dec 5 2006)

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 state 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 paragraph 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.

V.26 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)

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

V.27 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)

- 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. Section 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.

V.28 CONTRACT-020.1 Audit Provisions (Oct 2006)

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit

the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

V.29 CONTRACT-021.1 Default (Dec 12 2006)

- a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, 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 the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 2) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract or Purchase Order terms;
 - 3) Unsatisfactory performance of the work;
 - 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 5) Improper delivery;
 - 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
 - 7) Delivery of a defective item;
 - 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - 9) Discontinuance of work without approval;
 - 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
 - 11) Insolvency or bankruptcy;
 - 12) Assignment made for the benefit of creditors;
 - 13) 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 for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
 - 14) Failure to protect, to repair, or to make good any damage or injury to property;

- 15) Breach of any provision of the Contract;
 - 16) Failure to comply with representations made in the Contractor's bid/proposal; or
 - 17) Failure to comply with applicable industry standards, customs, and practice.
- b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.
 - c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.
 - d. The rights and remedies of the Commonwealth provided in this paragraph 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 paragraph 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 the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

V.30 CONTRACT-022.1 Force Majeure (Oct 2006)

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 Contract, cancel the Purchase Order, or 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 or Purchase Order.

V.31 CONTRACT-023.1a Termination Provisions (Oct 2006)

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.
- b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/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 or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid for any appropriations available for that purpose
- c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph a.

V.32 CONTRACT-024.1 Contract Controversies (Oct 2006)

- 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.

V.33 CONTRACT-025.1 Assignability and Subcontracting (Oct 2006)

- a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.
- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, 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.
- f. Any assignment consented to by the Contracting Officer 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.
- g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

V.34 CONTRACT-026.1 Other Contractors (Oct 2006)

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 work 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.

V.35 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (Oct 2006)

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

- a. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, 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 any subcontractors 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 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 contract relates.
- e. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Contract Administration and Business Development.
- f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions 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.

V.36 CONTRACT-028.1 Contractor Integrity Provisions (Oct 2006)

- a. For purposes of this clause only, the words "confidential information," "consent," "contractor," "financial interest," and "gratuity" shall have the following definitions.
 - 1) **Confidential information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with 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 prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.
 - 3) **Contractor** means the individual or entity that has entered into the Contract with the Commonwealth, including directors, officers, partners, managers, key employees and owners of more than a five percent

interest.

4) **Financial interest** means:

- a) Ownership of more than a five percent interest in any business; or
- b) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

5) **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

- b. The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
- c. The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.
- d. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, 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 officer or employee of the Commonwealth.
- e. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
- f. Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract except as provided therein.
- g. Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
- h. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
- i. The Contractor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that he or she has not violated any of these provisions.
- j. The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, 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 the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refers to or concern the Contract. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.

- k. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse 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.

V.37 CONTRACT-029.1 Contractor Responsibility Provisions (Oct 2006)

- 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 also certifies, 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

V.38 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all 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 all 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 Subparagraph a. above.

V.39 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

V.40 CONTRACT-033.1 Applicable Law (Oct 2006)

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

V.41 CONTRACT-034.1a Integration – RFP (Dec 12 2006)

This Contract, including the Request for Proposals, Contractor's Proposal, Contractor's Best and Final Offer, if any, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

V.42 CONTRACT-034.2a Order of Precedence - RFP (Dec 12 2006)

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the RFP, the Best and Final Offer, if any; the Contractor's Proposal in Response to the RFP.

V.43 CONTRACT-036.1 Background Checks (Feb 2008)

- 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 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/psplib/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 a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the 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 appropriately address 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 background checks over and above that described herein.
- d. Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in Enclosure 3 of Commonwealth Management Directive 625.10 Amended (January 30, 2008) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings. The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

V.44 CONTRACT-037.1a Confidentiality (Oct 2006)

- a. The Contractor agrees to guard the confidentiality of the Commonwealth with the same diligence with which it guards its own proprietary information. If the Contractor needs to disclose all or part of project materials to third parties to assist in the work or service performed for the Commonwealth, it may do so only if such third parties sign agreements containing substantially the same provisions as contained in this Section. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed to be confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party. The parties agree that such confidential information shall not be copied, in whole or in part, except when essential for authorized use under this Contract. Each copy of such confidential information shall be marked by the party making the copy with all confidentiality notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only. Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default.
- b. 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.
- c. 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.

V.45 CONTRACT-037.2a Sensitive Information (Oct 2006)

The Contractor shall not publish or otherwise disclose, except to the Commonwealth and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the consent of such person or establishment. The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Contract or Purchase Order for any purpose not connected with the parties' Contract or Purchase Order responsibilities except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian pursuant to applicable state and federal law and regulations.

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

Contractor will be responsible to remediate any improper disclosure of information. Such remediation may include, but may not be limited to, credit monitoring for individuals for whom information has been released and reimbursement of any costs incurred by individuals for whom information has been released. Costs for which Contractor is responsible under this paragraph are not subject to any limitation of liability set out in this Contract or Purchase Order.

V.46 CONTRACT-037.2b Health Insurance Portability and Accountability Act (HIPAA) Compliance (Oct 2006)

1. The Pennsylvania Department of Public Welfare and Department of Insurance (collectively, Covered Entity) and the Contractor intend to protect the privacy and provide for the security of certain Protected Health Information (PHI) to which Business Associate may have access in order to provide goods or services to or on behalf of Covered Entity, in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the HIPAA Privacy Rule (Privacy Rule), 45 CFR Parts 160 and 164, and the HIPAA Security Rule (Security Rule), 45 CFR Parts 160, 162 and 164.
2. The Contractor may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI can be used or disclosed only in accordance with this Appendix and the standards established by HIPAA and the Privacy Rule.

3. The Contractor may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use-on behalf of Covered Entity, that is in electronic form, which PHI must be handled in accordance with this Appendix and the standards established by HIPAA and the Security Rule, beginning as soon as practicable but in no event later than the effective date of the Security Rule.
4. For purposes of this contract provision the following words as found in these provisions shall have the following definitions:
 - a) "Business Associate" shall have the meaning given to such term under the Privacy and Security Rules, including but not limited to, 45 CFR Section 160.103.
 - b) "Covered Entity" shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 CFR Section 160.103.
 - c) "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
 - d) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164.
 - e) "Protected Health Information" or "PHI" means any information, transmitted or recorded in any form or medium; (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations at 45 CFR Parts 160, 162 and 164, including, but not limited to 45 CFR Section 164.501.
 - f) "Security Rule" shall mean the Security Standards at 45 CFR Parts 160, 162 and
 - g) Terms used, but not otherwise defined, in this Appendix shall have the same meaning as those terms in 45 CFR Parts 160, 162 and 164.
5. 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 the following stated purposes, except as otherwise limited in this Agreement:

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

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

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

- a) Use of Information For Management, Administration And Legal Responsibilities. Business Associate is permitted to use PHI if necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of the Business Associate except as otherwise limited in this Agreement.
- b) Disclosure Of Information For Management, Administration And Legal Responsibilities. Business Associate is permitted to disclose PHI provided by, or created or obtained on behalf of Covered Entity for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, except as otherwise limited in this Agreement, provided:
 - i) The disclosure is required by law: or
 - ii) The Business Associate obtains reasonable assurances in writing from any third party to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party, the third party will use appropriate safeguards to prevent other use or disclosure of the information, and the third party agrees to immediately notify the Business Associate of any instance of which it is aware in which the confidentiality of the information has been breached.
- c) Data Aggregation Services. Business Associate may also be permitted to use or disclose PHI to provide data aggregation services, as that term is defined by 45 CFR Section 164.501, if specific authorization is received from the Covered Entity.

7. BUSINESS ASSOCIATE OBLIGATIONS:

- a) Limits On Use And Further Disclosure Established By Appendix And Law. Business Associate hereby agrees that the PHI provided by, or created or obtained on behalf of Covered Entity shall not be further used or disclosed other than as permitted or required by this Appendix or as required by law.
- b) Appropriate Safeguards. Beginning as soon as practicable but in no event later than the effective date of the Security Rule, Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Appendix. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity.
- c) Reports Of Improper Use Or Disclosure. Business Associate hereby agrees that it shall report to within two (2) days of discovery any use or disclosure of PHI not provided for or allowed by this Appendix.
- d) Reports Of Security Incidents. Beginning as soon as practicable but in no event later than the effective date of the Security Rule, Business Associate shall report to within two (2) days of discovery any security incident of which it becomes aware.
- e) Subcontractors And Agents. Business Associate hereby agrees that any time PHI is provided or made available to any subcontractors or agents, Business Associate shall provide only the minimum necessary PHI for the purpose of the covered transaction and shall first enter into a subcontract or contract with the

subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Appendix.

- f) **Right Of Access To 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 ten (10) business days of receiving a written request from the Covered Entity. Business Associate shall provide PHI in the format requested, unless it cannot readily be produced in such format, in which case it shall be provided in standard hard copy. If any individual requests from Business Associate or its agents or subcontractors access to PHI, Business Associate shall notify Covered Entity of same within five (5) business days. Business associate shall further conform with and meet all of the requirements of 45 CFR Section 164.524.
- g) **Amendment And Incorporation Of Amendments.** Within ten (10) business days of receiving a request from Covered Entity for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available and incorporate the amendment to enable Covered Entity to comply with 45 CFR Section 164.526. If any individual requests an amendment from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity of same within ten (10) business days.
- h) **Provide Accounting Of Disclosures.** Business Associate agrees to maintain a record of all disclosures of PHI in accordance with 45 CFR Section 164.528. Such records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, the purpose of the disclosure, and shall include disclosures made on or after the date which is six (6) years prior to the request or April 14, 2003, whichever is later. Business Associate shall make such record available to the individual or the Covered Entity within ten (10) business days of a request for an accounting of disclosures.
- i) **Access To Books And Records.** Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary of Health and Human Services or designee for purposes of determining compliance with the HIPAA Privacy Regulations.
- j) **Return Or Destruction Of PHI.** At termination of this Agreement, Business Associate hereby agrees to return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate agrees not to retain any copies of the PHI after termination of this Agreement. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this Appendix to limit any further use or disclosure until such time as the PHI may be returned or destroyed. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.
- k) **Maintenance of PHI.** Notwithstanding Section 5(j) of this Appendix, Business Associate and its subcontractors or agents shall retain all PHI throughout the term of the Agreement and shall continue to maintain the information required under Section 5(h) of this Appendix for a period of six (6) years after termination of the Agreement, unless Covered Entity and Business Associate agree otherwise.
- 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 Appendix or the Privacy Rule. 45 CFR Section 164.530(1)). Business Associate further agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Appendix or the Privacy Rule.
- m) **Sanction Procedures.** Business Associate agrees that it shall develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Appendix or the Privacy Rule.

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

8. OBLIGATIONS OF COVERED ENTITY:

- a) **Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR Section 164.520, as well as changes to such notice.
- b) **Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI of which Covered Entity is aware, if such changes affect Business Associate's permitted or required uses and disclosures.
- c) **Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

V.47 CONTRACT-041.1 Disadvantaged Business Participation and Enterprise Zone Small Business Participation (Feb 2009)

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

Small Disadvantaged Business subcontractors, Enterprise Zone Small Business subcontractors and Small Disadvantaged Businesses or Enterprise Zone Small Businesses in a joint venture must perform at least 50% of the subcontract or Small Disadvantaged Business/Enterprise Zone Small Business participation portion of the joint venture.

If a contract is assigned to another contractor, the new contractor must maintain the Disadvantaged Business

participation and/or Enterprise Zone Small Business participation of the original contract.

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

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

V.48 CONTRACT-045.1 Insurance - General (Dec 12 2006)

The Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

- A. **Worker's Compensation Insurance** for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.

- B. **Public Liability and Property Damage Insurance** to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract or the failure to perform under the Contract, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name the Commonwealth as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least thirty (30) days written notice has been given to the Commonwealth.

The Commonwealth shall be under no obligation to obtain such certificates from the Contractor(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies.

V.49 CONTRACT-048.1b Contract Performance Security (December 2006)

Contractor is required, no later than ten (10) days after the Contract Effective Date, to submit performance security

in the amount of \$ 4000000.00 . Performance security must be in the form of a specific performance bond, an irrevocable letter of credit or a certificate of deposit, all in a form acceptable to the Commonwealth, or a certified check or a bank cashier's check drawn to the order of the " Commonwealth of Pennsylvania ". If the Contractor elects to submit a specific performance bond, the Commonwealth standard specific performance bond, GSPUR-55 is attached and should be used. All performance security shall be conditioned for faithful performance of the contract or purchase order(s). Failure to provide performance security within ten (10) days after the Contract Effective Date shall be considered an event of default.

Where the Contractor does not comply with the Contract or a purchase order, the amount of the Commonwealth's damages shall be liquidated to the amount of the proceeds of the check, performance bond, letter of credit, certificate of deposit, or escrow account or the Commonwealth may, at its option, bring legal action against the Contractor or its surety for the damages it has suffered for any default, in which case security held by the Commonwealth shall be applied as a credit in such suit for damages. Checks deposited with the Commonwealth as security shall be placed in authorized state depositories by the Treasury Department as required by the Fiscal Code, 72 P.S. Section 301. Checks shall be returned to contractors upon completion of the performance of their obligations under the Contract or purchase order. If an irrevocable letter of credit, certificate of deposit, or escrow account is submitted, the document must require the financial institution to pay to the Commonwealth, upon written notice, the amount demanded by the Commonwealth up to the amount of the irrevocable letter of credit, escrow account, or certificate of deposit.

V.50 CONTRACT-051.1 Notice (Dec 2006)

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, teletype, 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, and sent to following:

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

V.51 CONTRACT-052.1 Right to Know Law (August 2009)

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Contract.

b. Unless the Contractor provides the Commonwealth, in writing, with the name and contact information of another person, the agency shall notify the Contractor using the Contractor information provided by the Contractor in SRM, or the legal contact information provided in this Contract, if the agency needs the Contractor's assistance in any matter arising out of the Right to Know Law ("RTKL"). The Contractor shall notify the agency in writing of any change in the name or the contact information within a reasonable time prior to the change.

c. Upon notification from the Commonwealth that the Commonwealth requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the Commonwealth, within fourteen (14) calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the Commonwealth requests ("Requested Information") and provide such other assistance as the Commonwealth may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within fourteen (14) calendar days after receipt of such request, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

d. The Commonwealth's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. Contractor agrees not to challenge the Commonwealth's decision to deem the Requested Information a Public Record. 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, the Contractor will immediately notify the Commonwealth, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the Commonwealth still decides to provide the Requested Information, Contractor will not challenge or in any way hold the Commonwealth liable for such a decision.

e. The Commonwealth will reimburse the Contractor for any costs associated with complying with this provision 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.

f. Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. 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. 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.

SRM Contract 4400007265

Appendix A-1

Appendix A-1 sets out terms that are supplemental to the terms set out in the RFP. Portions of the RFP to which these terms are relevant are noted for case of reference, but are not intended to limit their application; to the extent that they may be in conflict with any other component of the Contract, the following terms take precedence:

1. **Relating to IV-5. Service Level Agreements Matrix**, rates charged will not to exceed the Contractor's Fee/Profit;
2. **Relating to V.2 Contract-002.1.d Term of Contract**, the Contract will be effective from October 3, 2010 thru October 2, 2015;
3. **Relating to V.3 Contract-002.g Renewal of Contract Term**, the Contract may be renewed at the negotiated rates at time of renewal.
4. **Relating to V.27. Contract—019.1. Hold Harmless Provision (Nov 30, 2006)** has been replaced with the following contractual language: "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:
 - a) bodily injury;
 - b) death;
 - c) intentional injury;
 - d) damage to real property or tangible personal property for which the Contractor is legally liable; or
 - e) the Contractor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection.

In no event will the Contractor be liable for consequential or incidental damages unless otherwise specified in the RFP. 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".

5. Relating to V.35 Contract-027.1 Nondiscrimination / Sexual Harassment Clause (Contracts) (Oct 2006) is being replaced by the following contractual language as outlined under Commonwealth Management Directive 215.16, Amended, Contract Compliance Program dated August 19, 2010.

To view the Management Directive go to:

http://www.portal.state.pa.us/portal/server.pt/gateway/PTARGS_0_2_785_711_0_43/http%3B/publishedcontent/publish/global/files/management_directives/management_administrative_support/215_16.pdf

The Contractor agrees:

- 1.** In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- 2.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
- 3.** The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- 4.** The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- 5.** The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
- 6.** The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

7. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.
6. **Relating to V.36 Contract-028.0 Contractor Integrity Provisions Contracts (Oct 2006)** has been replaced by the following contractual language as outlined under Commonwealth{Contracts} by Management Directive 215.8 Amended, dated June 17, 2010.

To view the Management Directive go to:

http://www.portal.state.pa.us/portal/server.pt/gateway/PTARGS_0_2_785_711_0_43/http%3B/pubcontent.state.pa.us/publishedcontent/publish/global/files/management_directive_s/management_administrative_support/215_8.pdf

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

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

- 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:
 - a) obtaining;
 - b) attempting to obtain; or
 - c) 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.

m) 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.

n) 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.

o) 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.

p) 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.

q) 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.

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

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:
 - a) Ownership of more than a five percent interest in any business; or

- b) 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.
6. **Relating to V.48 Contract-045.1 Insurance – General (Dec 12, 2006)** has been replaced by the following contractual language: “The Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, 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. Contractor shall also require its subcontractors to comply with the insurance requirements of this section at subcontractor’s expense.
- A. Workers’ Compensation Insurance for all of the Contractor’s employees engaged in work at the site of the project as required by law.
 - B. Commercial General Liability Insurance including Premises, Products, Completed Operations Liability and Personal and Advertising Injury, Contractual Liability, Independent Contractors and Broad Form Property Damage Liability: to protect the Commonwealth, as an additional insured, the Contractor, as a named insured, from claims for damages for personal injury (including bodily injury), accidental death and damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract by the Contractor or by anyone directly or indirectly employed by Contractor. Such insurance shall be written with a combined single limit for bodily injury and property damage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such policies shall

be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current *standard ACORD form* certificates of insurance. These certificates shall *include* the Commonwealth as an additional insured *for commercial general liability* and shall contain a provision that the coverage's afforded under the policies will not be cancelled or *non-renewed* until at least thirty (30) days written notice has been given to the Commonwealth.

The Commonwealth shall be under no obligation to obtain such certificates from the Contractor(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and furnish certificates.

7. **Relating to V.49 Contract-048.1b Contract Performance Security (December 2006)** is replaced by the following contractual language: "Contractor is required, no later than ten (10) days after the Contract Effective Date, to submit performance security in the amount of \$1,000,000 per Contract year for the entire contract term. Contractor shall provide an annually, renewable Performance Bond in a similar format contained in Appendix QQ, Performance Bond, GSPUR-55 as attached. All performance security shall be conditioned for faithful performance of the contract or purchase order(s). Failure to provide performance security within ten (10) days after the Contract Effective Date shall be considered an event of default.

FURTHERMORE, notwithstanding the provisions of this Contract, the term of this bond shall apply from October 3, 2010, until October 2, 2010 and may be extended by the Surety by Continuation Certificate. However, neither non-renewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of non-renewal, shall itself constitute a loss to the Obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto. In no event shall Surety's aggregate liability exceed the penal sum of this bond."

Where the Contractor does not comply with the Contract or a purchase order, the amount of the Commonwealth's damages shall be liquidated to the amount of the proceeds of the check, performance bond, letter of credit, certificate of deposit, or escrow account or the Commonwealth may, at its option, bring legal action against the Contractor or its surety for the damages it has suffered for any default, in which case security held by the Commonwealth shall be applied as a credit in such suit for damages. Checks deposited with the Commonwealth as security shall be placed in authorized state depositories by the

Treasury Department as required by the Fiscal Code, 72 P.S. Section 301. Checks shall be returned to contractors upon completion of the performance of their obligations under the Contract or Purchase Order. If an irrevocable letter of credit, certificate of deposit, or escrow account is submitted, the document must require the financial institution to pay to the Commonwealth, upon written notice, the amount demanded by the Commonwealth up to the amount of the irrevocable letter of credit, escrow account, or certificate of deposit”.

8. Toll-Free Line Ownership:

(See: Clarification Letter Appendix D, Technical (7-30-2010) for further modification to this terminology)

The Offeror is electing to use the current toll free vendor, AT&T, based on its intent to use the existing Customer Call Center toll free numbers and current configuration of such numbers; however, the PennDOT reserves the right to request any changes at any time during the term of the contract;

The Offeror shall own the numbers during the term of the contract (in furtherance of the RFP’s requirement that the PennDOT will assume no costs related to these 800 numbers, Offeror shall be considered the owner during performance of the contract so as to implement changes and assume other such responsibilities, without PennDOT involvement, as required by the RFP, and to reflect this change based on Offeror’s election to continue using the current provider, “PennDOT retains "ownership" of the toll-free numbers” shall be struck from the RFP, subject to the additional requirements set forth below.);

Ownership of the toll free numbers shall revert to the PennDOT at the end of the new contract term, upon termination, or at the PennDOT’s request and it shall be considered the sole owner of any such numbers, retaining all rights;

At the end of the new contract term, upon termination, or at the PennDOT’s request, the Offeror will transfer ownership of the numbers back to the PennDOT and coordinate such transfer at its own expense and be fully responsible for ensuring continuity in service during any such transfer;

The designated toll-free numbers can only be used for purposes outlined in this contract;

All significant changes to telephone services must be approved in writing by the PennDOT Program Manager, prior to the changes being implemented; and

The Offeror must coordinate and assist with any “ramp up” or “ramp down” of telephone services that is needed as a result of changing toll-free vendors and/or call center vendors at any time during the contract.

9. The Parties agree that all notices pursuant to this Contract shall be in writing and mailed by certified mail, return receipt requested, and all other communications shall be in writing and mailed, prepaid first-class, to the following addresses of the respective Parties, or to such other address as may be designated from time to time by the Parties:

1. To the Department of General Services:

Contract Administrator – PennDOT Customer Call Center
Pennsylvania Department of General Services
Bureau of Procurement
Forum Place, 6th Floor
555 Walnut Street
Harrisburg, PA 17101-1914

RE: Contract Number: 4400007265

2. To the Pennsylvania Department of Transportation

PennDOT Customer Call Center Manager
Pennsylvania Department of Transportation
Bureau of Driver and Vehicle Program Services
Customer Call Center Program
1101 South Front Street, 4th Floor
Harrisburg, PA 17104

RE: Contract Number: 4400007265

All formula's in the spreadsheet must remain. The BAFO/clarification spreadsheet ACS provided was used to re-structure the cost for final negotiations. Please enter your new figures only discussed during negotiations and resubmit to DGS. No other areas can be increased. ACS the last 6 months at the same rate per month of that provided in 14/15.

Base of 7,600 calls per day and a weekly average of 8,900 CSR handled calls per day, ASA minutes, with Toll-Free (Option A) that PennDOT has chosen.

Cost Input: Enter costs with up to two (2) decimals. If it will be free of charge, enter 0.00.

Please be specific as to actual cost of all items. No other fees will apply.

Travel reimbursement will be per Commonwealth of Pennsylvania, Management Directive, Amended.

Base Cost Summary: These will automatically summarize from the costs input on the other the spreadsheet. **No input required.**

Task Component Breakdown: These will automatically summarize from the Task Component Detail and are broken down by fiscal year. **No input required.**

Task Component Breakdown Detail: Enter the detailed costs by category. ACS entered it's subcontractor and all costs in Other Direct Costs. The other areas were removed. FY 09/10 removed entirely due to the contract with incumbent supplier will not begin until 10/3/10. those items discussed during negotiations can be changed. ACS will add costs for 4/1/15 to 6/14/15 and 7/1/15 - 10/2/15 in fy 15/16.

Subcontractor Costs. Itemize with the same level of detail as the Offeror.

Other Direct Costs. Itemize. Since ACS included Adept Consulting costs here, the 9% fee was included here also.

Labor Cost Summary: The direct labor costs will automatically calculate from the costs input in the Direct Labor Cost Breakdown Information input. Fee/Profit percentages must be input. additional instructions on the sheet.

Toll Free: This is only for Labor that will be provided by ACS and paid by ACS directly. The subcontract CSR labor will be input, including agreed upon percentage of profit/fee in Other Direct Costs.

START UP COSTS

CUSTOMER CALL CENTER PROGRAM BASE COST SUMMARY

(Base of 7,600 calls per day and a weekly average of 8,900 CSR handled calls per day, ASA of 4 minutes, with Toll-free Option numbers)

(Option A) TOLL FREE							
Contract Year	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16 7/1/15 - 10/2/15	Fiscal Years Total
Task D-Operations	\$2,237,078.55	\$3,190,869.73	\$3,267,557.42	\$3,374,674.58	\$3,432,721.08	\$863,741.39	\$16,366,642.75
Task E-Facility Disaster Recovery Plan	\$5,562.00	\$8,652.00	\$10,382.40	\$12,458.88	\$12,360.00	\$3,090.00	\$52,505.28
Personnel Costs	\$2,673,443.12	\$3,654,624.30	\$3,765,659.91	\$3,943,451.72	\$4,010,089.77	\$1,033,369.29	\$19,080,638.11
GROSS TOTAL OPTION A - TOLL-FREE	\$4,916,083.67	\$6,854,146.03	\$7,043,599.73	\$7,330,585.18	\$7,455,170.85	\$1,900,200.68	\$35,499,786.14

TASK COMPONENT BREAKDOWN

FY 10/11 (7/1/10 - 6/30/11) OPTION A					
Contract Year FY 10/11	Subcontractor	Supplies and Materials	Other Direct Costs	Other Overhead	Total
Task D-Operations	\$1,051,327.31	\$16,200.00	\$1,135,014.80	\$34,536.44	\$2,237,078.55
Task E-Facility Disaster Recovery Plan	\$0.00	\$0.00	\$5,400.00	\$162.00	\$5,562.00
TOTAL OPTION A	\$1,051,327.31	\$16,200.00	\$1,140,414.80	\$34,698.44	\$2,242,640.55
FY 11/12 (7/1/11 - 6/30/12) OPTION A					
Contract Year FY 11/12	Subcontractor	Supplies and Materials	Other Direct Costs	Other Overhead	Total
Task D-Operations	\$1,409,346.87	\$21,600.00	\$1,708,033.84	\$51,889.02	\$3,190,869.73
Task E-Facility Disaster Recovery Plan	\$0.00	\$0.00	\$8,400.00	\$252.00	\$8,652.00
TOTAL OPTION A	\$1,409,346.87	\$21,600.00	\$1,716,433.84	\$52,141.02	\$3,199,521.73
FY 12/13 (7/1/12 - 6/30/13) OPTION A					
Contract Year FY 12/13	Subcontractor	Supplies and Materials	Other Direct Costs	Other Overhead	Total
Task D-Operations	\$1,430,487.08	\$27,600.00	\$1,755,963.44	\$53,506.90	\$3,267,557.42
Task E-Facility Disaster Recovery Plan	\$0.00	\$0.00	\$10,080.00	\$302.40	\$10,382.40
TOTAL OPTION A	\$1,430,487.08	\$27,600.00	\$1,766,043.44	\$53,809.30	\$3,277,939.82
FY 13/14 (7/1/13 - 6/30/14) OPTION A					
Contract Year FY 13/14	Subcontractor	Supplies and Materials	Other Direct Costs	Other Overhead	Total
Task D-Operations	\$1,459,096.82	\$30,000.00	\$1,829,784.23	\$55,793.53	\$3,374,674.58
Task E-Facility Disaster Recovery Plan	\$0.00	\$0.00	\$12,096.00	\$362.88	\$12,458.88
TOTAL OPTION A	\$1,459,096.82	\$30,000.00	\$1,841,880.23	\$56,156.41	\$3,387,133.46

TASK COMPONENT BREAKDOWN

FY 14/15 (7/1/14 - 6/30/15) OPTION A					
Contract Year FY 14/15	Subcontractor	Supplies and Materials	Other Direct Costs	Other Overhead	Total
Task D-Operations	\$1,485,833.78	\$34,800.00	\$1,855,381.84	\$56,705.46	\$3,432,721.08
Task E-Facility Disaster Recovery Plan	\$0.00	\$0.00	\$12,000.00	\$360.00	\$12,360.00
TOTAL OPTION A	\$1,485,833.78	\$34,800.00	\$1,867,381.84	\$57,065.46	\$3,445,081.08
FY 15/16 (7/1/15 - 10/02/15) OPTION A					
Contract Year FY 15/16	Subcontractor	Supplies and Materials	Other Direct Costs	Other Overhead	Total
Task D-Operations	\$371,457.57	\$8,700.00	\$469,245.46	\$14,338.36	\$863,741.39
Task E-Facility Disaster Recovery Plan	\$0.00	\$0.00	\$3,000.00	\$90.00	\$3,090.00
TOTAL OPTION A	\$371,457.57	\$8,700.00	\$472,245.46	\$14,428.36	\$866,831.39

TASK COMPONENT BREAKDOWN

FY 10/11

PennDot Customer Service Call Center Cost Submittal

TASK D - Operations

Subcontractor Costs	Cost Under Option A
APMC	\$1,051,327.31
Total	\$1,051,327.31
Supplies and Materials	Cost Under Option A
Office Supplies	\$3,600.00
Supplies for office equipment	\$7,200.00
Copier/fax usage	\$5,400.00
Total	\$16,200.00
Other Direct Costs	Cost Under Option A
Base Rent	\$105,764.80
CAM/Tax Recovery/Maint.	\$41,763.00
Telephone	\$349,205.00
Cleaning Service	\$12,330.00
Cleaning/Restroom Supplies	\$7,200.00
Security	\$1,570.00
Security Upgrades/Maint/Repair/Supplies	\$990.00
Other Facility Repair	\$960.00
Utilities	\$23,500.00
Copier Leases	\$4,725.00
Mail Meter Lease	\$1,575.00
Call Recording Upgrade	\$0.00
Call Recording Maint	\$19,215.00
Timekeeping/Fax Maint	\$1,375.00
UPS/HVAC/PBX Maint	\$3,800.00
Offsite Data Storage	\$7,610.00
Software Purchase/Upgrades	\$7,500.00
Non-Cap Equip Replacement Purchases	\$10,000.00
Delivery Services	\$900.00
Advertising	\$7,500.00
Training (Licenses/Materials)	\$1,500.00
Drug Screens	\$1,800.00
Background Checks (Nat'l & PA)	\$3,500.00
GHRIS (Payroll processing; on-boarding new employees)	\$0.00
Postage	\$9,450.00
Performance Bond	\$5,400.00
IT Support Services	\$20,150.00
Tarrytown Service Desk	\$14,224.00
Computer Resources TT	\$4,000.00
TT Labor Amort.	\$0.00
TT Telecom	\$21,064.00
IVR Vendor - Numbr Mgmt.	\$50,137.00
IVR Vendor	\$301,927.00
TT Data Comm	\$9,984.00
Network Utilization	\$23,695.00
Telcove	\$7,199.00
ACS Translation	\$4,120.00
Outside Translation	\$21,080.00
Depreciation/Amortization	\$25,002.00
Sales Tax	\$1,800.00
Vending	\$500.00
Misc. Sales Tax	\$500.00
Other	\$500.00
Total	\$1,135,014.80
Other Overhead	Cost Under Option A
Includes: legal, management oversight, accounting and finance, inter-allocations, communication services, ITSS, technical services	
Rate: 3% of total for Supplies/Materials, Other Direct Costs	\$34,536.44
Total	\$34,536.44
Subtotal Task D	\$2,237,078.55

TASK COMPONENT BREAKDOWN

DETAIL

TASK E - Facility Disaster Recovery Plan

Subcontractor Costs	Cost Under Option A
Total	\$0.00

Supplies and Materials	Cost Under Option A
Total	\$0.00

Other Direct Costs	Cost Under Option A
Data Center Recovery Systems	\$5,400.00
Total	\$5,400.00

Other Overhead	Cost Under Option A
Includes: legal, management oversight, accounting and finance, interest allocations, communication services, ITSS, technical services	
Rate: 3% of total for Supplies/Materials, Other Direct Costs	\$162.00
Total	\$162.00
Subtotal	Task E
	\$5,562.00

FY 11/12

PennDot Customer Service Call Center Cost Submittal

TASK D - Operations

Subcontractor Costs	Cost Under Option A (Toll Free)
APMC	\$1,409,346.87
Total	\$1,409,346.87

Supplies and Materials	Cost Under Option A (Toll Free)
Office Supplies	\$4,800.00
Supplies for office equipment	\$9,600.00
Copier/fax usage	\$7,200.00
Total	\$21,600.00

Other Direct Costs	Cost Under Option A (Toll Free)
Base Rent	\$141,019.73
CAM/Tax Recovery/Maint.	\$54,431.11
Telephone	\$545,520.00
Cleaning Service	\$17,260.00
Cleaning/Restroom Supplies	\$10,220.00
Security	\$2,420.00
Security Upgrades/Maint/Repair/Supplies	\$11,680.00
Other Facility Repair	\$1,920.00
Utilities	\$25,800.00
Copier Leases	\$6,300.00
Mail Meter Lease	\$2,100.00
Call Recording Upgrade	\$19,320.00
Call Recording Maint	\$26,820.00
Timekeeping/Fax Maint	\$1,650.00
UPS/HVAC/PBX Maint	\$4,000.00
Offsite Data Storage	\$10,200.00
Software Purchase/Upgrades	\$2,500.00
Non-Cap Equip Replacement Purchases	\$5,110.00
Delivery Services	\$1,200.00
Advertising	\$10,000.00
Training (Licenses/Materials)	\$2,500.00
Drug Screens	\$2,520.00

TASK COMPONENT BREAKDOWN

Background Checks (Nat'l & PA)	\$4,500.00
GHRIS (Payroll processing; on-boarding new employees)	\$0.00
Postage	\$14,304.00
Performance Bond	\$7,200.00
IT Support Services	\$41,635.00
Tarrytown Service Desk	\$28,000.00
Computer Resources TT	\$7,200.00
TT Labor Amort.	\$0.00
TT Telecom	\$39,500.00
IVR Vendor - Numbr Mgmt.	\$69,516.00
IVR Vendor	\$457,731.00
TT Data Comm	\$15,279.00
Network Utilization	\$34,000.00
Telcove	\$10,474.00
ACS Translation	\$5,794.00
Outside Translation	\$28,706.00
Depreciation/Amortization	\$35,004.00
Sales Tax	\$2,700.00
Vending	\$750.00
Misc. Sales Tax	\$750.00
Other	\$500.00
Total	\$1,708,033.84
Other Overhead	Cost Under Option A (Toll Free)
Includes: legal, management oversight, accounting and finance, inter	
allocations, communication services, ITSS, technical services	
Rate: 3% of total for Supplies/Materials, Other Direct Costs	\$51,889.02
Total	\$51,889.02
Subtotal Task D	\$3,190,869.73

TASK E - Facility Disaster Recovery Plan

Subcontractor Costs	Cost Under Option A (Toll Free)
Total	\$0.00
Supplies and Materials	Cost Under Option A (Toll Free)
Total	\$0.00
Other Direct Costs	Cost Under Option A (Toll Free)
Data Center Recovery Systems	\$8,400.00
Total	\$8,400.00
Other Overhead	Cost Under Option A (Toll Free)
Includes: legal, management oversight, accounting and finance, inter	
allocations, communication services, ITSS, technical services	
Rate: 3% of total for Supplies/Materials, Other Direct Costs	\$252.00
Total	\$252.00
Subtotal Task E	\$8,652.00

FY 12/13
PennDot Customer Service Call Center Cost Submittal

TASK D - Operations

Subcontractor Costs	Cost Under Option A
APMC	\$1,430,487.08
Total	\$1,430,487.08
Supplies and Materials	Cost Under Option A
Office Supplies	\$6,000.00
Supplies for office equipment	\$12,000.00
Copier/fax usage	\$9,600.00
Total	\$27,600.00
Other Direct Costs	Cost Under Option A

TASK COMPONENT BREAKDOWN

Base Rent	\$141,019.73
CAM/Tax Recovery/Maint.	\$57,215.31
Telephone	\$551,378.40
Cleaning Service	\$17,260.00
Cleaning/Restroom Supplies	\$10,220.00
Security	\$2,420.00
Security Upgrades/Maint/Repair/Supplies	\$1,500.00
Other Facility Repair	\$1,800.00
Utilities	\$35,300.00
Copier Leases	\$6,500.00
Mail Meter Lease	\$2,400.00
Call Recording Upgrade	\$20,000.00
Call Recording Maint	\$28,020.00
Timekeeping/Fax Maint	\$1,980.00
UPS/HVAC/PBX Maint	\$4,000.00
Offsite Data Storage	\$10,800.00
Software Purchase/Upgrades	\$0.00
Non-Cap Equip Replacement Purchases	\$5,500.00
Delivery Services	\$1,200.00
Advertising	\$10,000.00
Training (Licenses/Materials)	\$2,500.00
Drug Screens	\$3,024.00
Background Checks (Nat'l & PA)	\$4,750.00
GHR (Payroll processing; on-boarding new employees)	\$0.00
Postage	\$16,272.00
Performance Bond	\$7,200.00
IT Support Services	\$45,674.00
Tarrytown Service Desk	\$30,380.00
Computer Resources TT	\$7,889.00
TT Labor Amort.	\$0.00
TT Telecom	\$42,857.00
IVR Vendor - Numbr Mgmt.	\$72,455.00
IVR Vendor	\$470,000.00
TT Data Comm	\$15,737.00
Network Utilization	\$35,020.00
Telcove	\$10,788.00
ACS Translation	\$7,000.00
Outside Translation	\$36,200.00
Depreciation/Amortization	\$35,004.00
Sales Tax	\$2,700.00
Vending	\$750.00
Misc. Sales Tax	\$750.00
Other	\$500.00
Total	\$1,755,963.44

Other Overhead	Cost Under Option A
Includes: legal, management oversight, accounting and finance, inter allocations, communication services, ITSS, technical services	
Rate: 3% of total for Supplies/Materials, Other Direct Costs	\$53,506.90
Total	\$53,506.90
Subtotal	Task D
	\$3,267,557.42

TASK E - Facility Disaster Recovery Plan

Subcontractor Costs	Cost Under Option A
Total	\$0.00

Supplies and Materials	Cost Under Option A
Total	\$0.00

Other Direct Costs	Cost Under Option A
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TASK COMPONENT BREAKDOWN

Data Center Recovery Systems	\$10,080.00
Total	\$10,080.00
Other Overhead	Cost Under Option A
Includes: legal, management oversight, accounting and finance, inter-allocations, communication services, ITSS, technical services	
Rate: 3% of total for Supplies/Materials, Other Direct Costs	\$302.40
Total	\$302.40
Subtotal	\$10,382.40
Task E	

FY 13/14

PennDot Customer Service Call Center Cost Submittal

TASK D - Operations

Subcontractor Costs	Cost Under Option A (Toll Free)
APMC	\$1,459,096.82
Total	\$1,459,096.82
Supplies and Materials	Cost Under Option A (Toll Free)
Office Supplies	\$6,000.00
Supplies for office equipment	\$12,000.00
Copier/fax usage	\$12,000.00
Total	\$30,000.00
Other Direct Costs	Cost Under Option A (Toll Free)
Base Rent	\$141,019.73
CAM/Tax Recovery/Maint.	\$57,215.31
Telephone	\$585,168.19
Cleaning Service	\$17,260.00
Cleaning/Restroom Supplies	\$10,220.00
Security	\$2,420.00
Security Upgrades/Maint/Repair/Supplies	\$1,500.00
Other Facility Repair	\$1,800.00
Utilities	\$31,200.00
Copier Leases	\$7,000.00
Mail Meter Lease	\$2,430.00
Call Recording Upgrade	\$20,000.00
Call Recording Maint	\$28,020.00
Timekeeping/Fax Maint	\$2,250.00
UPS/HVAC/PBX Maint	\$4,000.00
Offsite Data Storage	\$10,800.00
Software Purchase/Upgrades	\$2,000.00
Non-Cap Equip Replacement Purchases	\$5,100.00
Delivery Services	\$1,200.00
Advertising	\$10,000.00
Training (Licenses/Materials)	\$2,500.00
Drug Screens	\$3,175.00
Background Checks (Nat'l & PA)	\$5,000.00
GHRIS (Payroll processing; on-boarding new employees)	\$0.00
Postage	\$18,504.00
Performance Bond	\$7,200.00
IT Support Services	\$46,894.00
Tarrytown Service Desk	\$31,141.00
Computer Resources TT	\$7,975.00
TT Labor Amort.	\$0.00
TT Telecom	\$43,990.00
IVR Vendor - Numbr Mgmt.	\$76,802.00
IVR Vendor	\$498,000.00
TT Data Comm	\$16,681.00
Network Utilization	\$37,082.00
Telcove	\$11,435.00
ACS Translation	\$7,420.00
Outside Translation	\$38,180.00
Depreciation/Amortization	\$32,502.00
Sales Tax	\$2,700.00
Vending	\$750.00
Misc. Sales Tax	\$750.00

TASK COMPONENT BREAKDOWN

Other		\$500.00
Total		\$1,829,784.23
Other Overhead		Cost Under Option A (Toll Free)
Includes: legal, management oversight, accounting and finance, inter allocations, communication services, ITSS, technical services		
Rate: 3% of total for Supplies/Materials, Other Direct Costs		
Total		\$55,793.53
Subtotal	Task D	\$3,374,674.58

TASK E - Facility Disaster Recovery Plan

Subcontractor Costs		Cost Under Option A (Toll Free)
Total		\$0.00
Supplies and Materials		Cost Under Option A (Toll Free)
Total		\$0.00
Other Direct Costs		Cost Under Option A (Toll Free)
Data Center Recovery Systems		\$12,096.00
Total		\$12,096.00
Other Overhead		Cost Under Option A (Toll Free)
Includes: legal, management oversight, accounting and finance, inter allocations, communication services, ITSS, technical services		
Rate: 3% of total for Supplies/Materials, Other Direct Costs		
Total		\$362.88
Subtotal	Task E	\$12,458.88

FY 14/15

PennDot Customer Service Call Center Cost Submittal
TASK D - Operations

Subcontractor Costs		Cost Under Option A
APMC		\$1,485,833.78
Total		\$1,485,833.78
Supplies and Materials		Cost Under Option A
Office Supplies		\$6,000.00
Supplies for office equipment		\$14,400.00
Copier/fax usage		\$14,400.00
Total		\$34,800.00

Other Direct Costs		Cost Under Option A
Base Rent		\$141,019.73
CAM/Tax Recovery/Maint.		\$58,885.83
Telephone		\$651,733.61
Cleaning Service		\$24,325.33
Cleaning/Restroom Supplies		\$14,412.00
Security		\$3,413.33
Security Upgrades/Maint/Repair/Supplies		\$2,113.33
Other Facility Repair		\$2,536.00
Utilities		\$32,266.67
Copier Leases		\$10,000.00
Mail Meter Lease		\$4,000.00
Call Recording Upgrade		\$0.00
Call Recording Maint		\$42,666.67
Timekeeping/Fax Maint		\$4,933.33
UPS/HVAC/PBX Maint		\$6,666.67
Offsite Data Storage		\$14,400.00
Software Purchase/Upgrades		\$0.00
Non-Cap Equip Replacement Purchases		\$7,333.33
Delivery Services		\$133.33
Advertising		\$10,000.00

TASK COMPONENT BREAKDOWN

Training (Licenses/Materials)	\$2,666.67
Drug Screens	\$3,333.33
Background Checks (Nat'l & PA)	\$5,600.00
GHRIS (Payroll processing; on-boarding new employees)	\$0.00
Postage	\$21,093.33
Performance Bond	\$7,200.00
IT Support Services	\$52,633.33
Tarrytown Service Desk	\$36,406.67
Computer Resources TT	\$12,546.67
TT Labor Amort.	\$0.00
TT Telecom	\$49,613.33
IVR Vendor - Numbr Mgmt.	\$63,894.67
IVR Vendor	\$428,352.00
TT Data Comm	\$13,122.67
Network Utilization	\$30,837.33
Telcove	\$8,576.00
ACS Translation	\$7,226.67
Outside Translation	\$46,906.67
Depreciation/Amortization	\$30,000.00
Sales Tax	\$2,533.33
Vending	\$666.67
Misc. Sales Tax	\$666.67
Other	\$666.67
Total	\$1,855,381.84

Other Overhead	Cost Under Option A
Includes: legal, management oversight, accounting and finance, inter allocations, communication services, ITSS, technical services	
Rate: 3% of total for Supplies/Materials, Other Direct Costs	\$56,705.46
Total	\$56,705.46
Subtotal Task D	\$3,432,721.08

TASK E - Facility Disaster Recovery Plan	
Subcontractor Costs	Cost Under Option A
Total	\$0.00

Supplies and Materials	Cost Under Option A
Total	\$0.00

Other Direct Costs	Cost Under Option A
Data Center Recovery Systems	\$12,000.00
Total	\$12,000.00

Other Overhead	Cost Under Option A
Includes: legal, management oversight, accounting and finance, inter allocations, communication services, ITSS, technical services	
Rate: 3% of total for Supplies/Materials, Other Direct Costs	\$360.00
Total	\$360.00
Subtotal Task E	\$12,360.00

FY 15/16 July 1, 2015 to October 2, 2015

PennDot Customer Service Call Center Cost Submittal	
TASK D - Operations	
Subcontractor Costs	Cost Under Option A
APMC	\$371,457.57
Total	\$371,457.57
Supplies and Materials	Cost Under Option A
Office Supplies	\$1,500.00
Supplies for office equipment	\$3,600.00
Copier/fax usage	\$3,600.00
Total	\$8,700.00
Other Direct Costs	Cost Under Option A

TASK COMPONENT BREAKDOWN

Base Rent		\$35,254.93
CAM/Tax Recovery/Maint.		\$14,721.46
Telephone		\$167,433.40
Cleaning Service		\$6,081.33
Cleaning/Restroom Supplies		\$3,603.00
Security		\$853.33
Security Upgrades/Maint/Repair/Supplies		\$528.33
Other Facility Repair		\$634.00
Utilities		\$8,066.67
Copier Leases		\$2,500.00
Mail Meter Lease		\$1,000.00
Call Recording Upgrade		\$0.00
Call Recording Maint		\$10,666.67
Timekeeping/Fax Maint		\$1,233.33
UPS/HVAC/PBX Maint		\$1,666.67
Offsite Data Storage		\$3,600.00
Software Purchase/Upgrades		\$0.00
Non-Cap Equip Replacement Purchases		\$1,833.33
Delivery Services		\$33.33
Advertising		\$2,500.00
Training (Licenses/Materials)		\$666.67
Drug Screens		\$833.33
Background Checks (Nat'l & PA)		\$1,400.00
GHRS (Payroll processing; on-boarding new employees)		\$0.00
Postage		\$6,173.33
Performance Bond		\$1,800.00
IT Support Services		\$13,158.33
Tarrytown Service Desk		\$9,101.67
Computer Resources TT		\$3,136.67
TT Labor Amort.		\$0.00
TT Telecom		\$12,403.33
IVR Vendor - Numbr Mgmt.		\$15,973.67
IVR Vendor		\$107,088.00
TT Data Comm		\$3,280.67
Network Utilization		\$7,709.33
Telcove		\$2,144.00
ACS Translation		\$1,806.67
Outside Translation		\$11,726.67
Depreciation/Amortization		\$7,500.00
Sales Tax		\$633.33
Vending		\$166.67
Misc. Sales Tax		\$166.67
Other		\$166.67
Total		\$469,245.46
Other Overhead		Cost Under Option A
Includes: legal, management oversight, accounting and finance, inter		
allocations, communication services, ITSS, technical services		
Rate: 3% of total for Supplies/Materials, Other Direct Costs		\$14,338.36
Total		\$14,338.36
Subtotal	Task D	\$863,741.39
TASK E - Facility Disaster Recovery Plan		
Subcontractor Costs		Cost Under Option A
Total		\$0.00
Supplies and Materials		Cost Under Option A
Total		\$0.00
Other Direct Costs		Cost Under Option A
Data Center Recovery Systems		\$3,000.00

TASK COMPONENT BREAKDOWN

Total	DETAIL	\$3,000.00
Other Overhead		Cost Under Option A
Includes: legal, management oversight, accounting and finance, inter		
allocations, communication services, ITSS, technical services		
Rate: 3% of total for Supplies/Materials, Other Direct Costs		\$90.00
Total		\$90.00
Subtotal	Task E	\$3,090.00

Labor Cost Summary For Toll-Free Option A

ITEM	FISCAL YEAR 10/11	FISCAL YEAR 11/12	FISCAL YEAR 12/13	FISCAL YEAR 13/14	FISCAL YEAR 14/15	FY 15/16 7/1/15 - 10/2/15	Total
Direct Labor	\$2,452,700.11	\$3,352,866.33	\$3,454,733.86	\$3,617,845.62	\$3,678,981.44	\$948,045.22	\$17,505,172.58
Labor Overhead %							
Fee/Profit % (If applicable)	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%	
TOTAL LABOR COSTS	\$2,673,443.12	\$3,654,624.30	\$3,765,659.91	\$3,943,451.72	\$4,010,089.77	\$1,033,369.29	\$19,080,638.11

Offeror Information:

Labor OverHead Cost: (Specify below what is included)

Under Item :Direct Labor; These costs consist of a benefit percentage for medical insurance, LTD insurance, FICA, U&I, life insurance, 401k, and workers compensation, plus a 3% rate that partially covers such items as insurance processing, TPA fees that are not directly billable in Other Direct Costs.

Fee or Profit: (If applicable). Percentage up to nine percent (9%) of the total direct labor and labor overhead. The prime contractor cannot use the labor and overhead costs of subcontractors as a base for the calculation of the fixed fee. Subcontractors must agree to calculate their fixed fee with the same percentage or less. Indicate the percentage to be applied to direct labor and labor overhead costs to determine fee/profit.

DIRECT LABOR COST BREAKDOWN

Detailed Cost Breakdown for Labor Costs Using a Toll-Free Option

Job Classification	Number of Positions	FY 10/11				Number of Positions	FY 11/12				Number of Positions	FY 12/13				Number of Positions	FY 13/14				Number of Positions	FY 14/15				Number of Positions	FY 15/16 (end 10/2/15)			
		Number of Hours	Rate per Hour	Benefit Costs % (Labor Overhead)	Total Fiscal Year Cost		Number of Hours	Rate per Hour	Benefit Costs % (Labor Overhead)	Total Fiscal Year Cost		Number of Hours	Rate per Hour	Benefit Costs % (Labor Overhead)	Total Fiscal Year Cost		Number of Hours	Rate per Hour	Benefit Costs % (Labor Overhead)	Total Fiscal Year Cost		Number of Hours	Rate per Hour	Benefit Costs % (Labor Overhead)	Total Fiscal Year Cost		Number of Hours	Rate per Hour	Benefit Costs % (Labor Overhead)	Total Fiscal Year Cost
Program Manager	1.00	1552.00	\$53.00	20.65%	\$99,241.86	1.00	2,080.00	\$54.06	20.65%	\$135,664.65	1.00	2,080.00	\$54.06	21.15%	\$136,226.88	1.00	2,080.00	\$55.14	22.15%	\$140,098.35	1.00	2,080.00	\$55.14	22.15%	\$140,098.35	1.00	536.00	\$55.14	22.15%	\$36,102.27
Operations Manager	1.00	1552.00	\$35.00	20.65%	\$65,537.08	1.00	2,080.00	\$35.70	20.65%	\$89,589.86	1.00	2,080.00	\$35.70	21.15%	\$89,961.14	1.00	2,080.00	\$36.41	22.15%	\$92,517.78	1.00	2,080.00	\$36.41	22.15%	\$92,517.78	1.00	536.00	\$36.41	22.15%	\$23,841.12
QA Analyst	1.00	1552.00	\$15.60	20.65%	\$29,210.81	1.00	2,080.00	\$15.91	20.65%	\$39,931.48	1.00	2,080.00	\$16.23	21.15%	\$40,898.91	1.00	2,080.00	\$16.55	22.15%	\$42,061.23	1.00	2,080.00	\$16.89	22.15%	\$42,902.45	1.00	536.00	\$16.89	22.15%	\$11,055.63
Finance Manager	1.00	1552.00	\$27.50	20.65%	\$51,493.42	1.00	2,080.00	\$28.05	20.65%	\$70,392.04	1.00	2,080.00	\$28.05	21.15%	\$70,683.76	1.00	2,080.00	\$28.61	22.15%	\$72,692.94	1.00	2,080.00	\$28.61	22.15%	\$72,692.94	1.00	536.00	\$28.61	22.15%	\$18,732.31
Payroll Assistant	1.00	1552.00	\$15.50	20.65%	\$29,023.56	1.00	2,080.00	\$15.81	20.65%	\$39,675.51	1.00	2,080.00	\$16.13	21.15%	\$40,636.73	1.00	2,080.00	\$16.45	22.15%	\$41,791.60	1.00	2,080.00	\$16.78	22.15%	\$42,627.43	1.00	536.00	\$16.78	22.15%	\$10,984.76
Customer Care Analyst	1.00	1552.00	\$32.25	20.65%	\$60,387.74	1.00	2,080.00	\$32.90	20.65%	\$82,550.66	1.00	2,080.00	\$32.90	21.15%	\$82,892.77	1.00	2,080.00	\$33.55	22.15%	\$85,248.52	1.00	2,080.00	\$33.55	22.15%	\$85,248.52	1.00	536.00	\$33.55	22.15%	\$21,967.89
LAN Manager	1.00	1552.00	\$34.50	20.65%	\$64,600.84	1.00	2,080.00	\$35.19	20.65%	\$88,310.01	1.00	2,080.00	\$35.19	21.15%	\$88,675.98	1.00	2,080.00	\$35.89	22.15%	\$91,196.10	1.00	2,080.00	\$35.89	22.15%	\$91,196.10	1.00	536.00	\$35.89	22.15%	\$23,500.53
Tech Help Sr Assoc	1.00	1552.00	\$15.50	20.65%	\$29,023.56	1.00	2,080.00	\$15.81	20.65%	\$39,675.51	1.00	2,080.00	\$16.13	21.15%	\$40,636.73	1.00	2,080.00	\$16.45	22.15%	\$41,791.60	1.00	2,080.00	\$16.78	22.15%	\$42,627.43	1.00	536.00	\$16.78	22.15%	\$10,984.76
Training Manager	1.00	1552.00	\$30.00	20.65%	\$56,174.64	1.00	2,080.00	\$30.60	20.65%	\$76,791.31	1.00	2,080.00	\$30.60	21.15%	\$77,109.55	1.00	2,080.00	\$31.21	22.15%	\$79,300.95	1.00	2,080.00	\$31.21	22.15%	\$79,300.95	1.00	536.00	\$31.21	22.15%	\$20,435.25
Learning/Dev Specialist	1.00	1552.00	\$16.00	20.65%	\$29,959.81	1.00	2,080.00	\$16.32	20.65%	\$40,955.37	1.00	2,080.00	\$16.65	21.15%	\$41,947.60	1.00	2,080.00	\$16.98	22.15%	\$43,139.72	1.00	2,080.00	\$17.32	22.15%	\$44,002.51	1.00	536.00	\$17.32	22.15%	\$11,339.11
Administrative Asst	1.00	1552.00	\$18.50	20.65%	\$34,641.03	1.00	2,080.00	\$18.87	20.65%	\$47,354.64	1.00	2,080.00	\$19.25	21.15%	\$48,501.91	1.00	2,080.00	\$19.63	22.15%	\$49,880.30	1.00	2,080.00	\$20.02	22.15%	\$50,877.91	1.00	536.00	\$20.02	22.15%	\$13,110.84
Customer Care Supr 1	1.00	1552.00	\$19.25	20.65%	\$36,045.39	1.00	2,080.00	\$19.64	20.65%	\$49,274.43	1.00	2,080.00	\$20.03	21.15%	\$50,468.20	1.00	2,080.00	\$20.43	22.15%	\$51,902.47	1.00	2,080.00	\$20.84	22.15%	\$52,940.52	1.00	536.00	\$20.84	22.15%	\$13,642.37
Customer Care Supr 2	1.00	1552.00	\$20.00	20.65%	\$37,449.76	1.00	2,080.00	\$20.40	20.65%	\$51,194.21	1.00	2,080.00	\$20.81	21.15%	\$52,434.50	1.00	2,080.00	\$21.22	22.15%	\$53,924.65	1.00	2,080.00	\$21.65	22.15%	\$55,003.14	1.00	536.00	\$21.65	22.15%	\$14,173.89
Customer Care Supr 3	1.00	1552.00	\$24.00	20.65%	\$44,939.71	1.00	2,080.00	\$24.48	20.65%	\$61,433.05	1.00	2,080.00	\$24.97	21.15%	\$62,921.39	1.00	2,080.00	\$25.47	22.15%	\$64,709.58	1.00	2,080.00	\$25.98	22.15%	\$66,003.77	1.00	536.00	\$25.98	22.15%	\$17,008.66
Customer Care Supr 4	1.00	1552.00	\$28.00	20.65%	\$52,429.66	1.00	2,080.00	\$28.56	20.65%	\$71,671.89	1.00	2,080.00	\$29.13	21.15%	\$73,408.29	1.00	2,080.00	\$29.71	22.15%	\$75,494.51	1.00	2,080.00	\$30.31	22.15%	\$77,004.40	1.00	536.00	\$30.31	22.15%	\$19,843.44
Customer Care Asst	1.00	1552.00	\$15.50	20.65%	\$29,023.56	1.00	2,080.00	\$15.81	20.65%	\$39,675.51	1.00	2,080.00	\$16.13	21.15%	\$40,636.73	1.00	2,080.00	\$16.45	22.15%	\$41,791.60	1.00	2,080.00	\$16.78	22.15%	\$42,627.43	1.00	536.00	\$16.78	22.15%	\$10,984.76
Cust Care Team Coach 1	2.00	1552.00	\$15.00	20.65%	\$56,174.64	2.00	2,080.00	\$15.30	20.65%	\$76,791.31	2.00	2,080.00	\$15.61	21.15%	\$78,651.74	2.00	2,080.00	\$15.92	22.15%	\$80,886.97	2.00	2,080.00	\$16.24	22.15%	\$82,504.71	2.00	536.00	\$16.24	22.15%	\$21,260.83
Cust Care Team Coach 2	1.00	1552.00	\$15.35	20.65%	\$28,742.69	1.00	2,080.00	\$15.66	20.65%	\$39,291.55	1.00	2,080.00	\$15.97	21.15%	\$40,243.48	1.00	2,080.00	\$16.29	22.15%	\$41,387.17	1.00	2,080.00	\$16.62	22.15%	\$42,214.91	1.00	536.00	\$16.62	22.15%	\$10,878.46
Cust Care Team Coach 3	1.00	1552.00	\$16.00	20.65%	\$29,959.81	1.00	2,080.00	\$16.32	20.65%	\$40,955.37	1.00	2,080.00	\$16.65	21.15%	\$41,947.60	1.00	2,080.00	\$16.98	22.15%	\$43,139.72	1.00	2,080.00	\$17.32	22.15%	\$44,002.51	1.00	536.00	\$17.32	22.15%	\$11,339.11
CSR	24.25	1552.00	\$12.65	20.65%	\$574,409.10	24.25	2,080.00	\$12.90	20.65%	\$785,223.16	25.25	2,080.00	\$13.16	21.15%	\$837,411.66	27.25	2,080.00	\$13.42	22.15%	\$929,425.01	27.25	2,080.00	\$13.69	22.15%	\$948,013.51	27.25	536.00	\$13.69	22.15%	\$244,295.79
CSR - Email	9.00	1552.00	\$13.25	20.65%	\$223,294.19	9.00	2,080.00	\$13.52	20.65%	\$305,245.47	9.00	2,080.00	\$13.79	21.15%	\$312,640.68	9.00	2,080.00	\$14.06	22.15%	\$321,525.71	9.00	2,080.00	\$14.34	22.15%	\$327,956.23	9.00	536.00	\$14.34	22.15%	\$84,511.80
CSR - Bilingual	8.00	1552.00	\$13.50	20.65%	\$202,228.70	8.00	2,080.00	\$13.77	20.65%	\$276,448.72	8.00	2,080.00	\$14.05	21.15%	\$283,146.27	8.00	2,080.00	\$14.33	22.15%	\$291,193.10	8.00	2,080.00	\$14.61	22.15%	\$297,016.96	8.00	536.00	\$14.61	22.15%	\$76,538.99
CSR - Senior	12.00	1552.00	\$13.75	20.65%	\$308,960.52	12.00	2,080.00	\$14.03	20.65%	\$422,352.22	12.00	2,080.00	\$14.31	21.15%	\$432,584.59	12.00	2,080.00	\$14.59	22.15%	\$444,878.34	12.00	2,080.00	\$14.88	22.15%	\$453,775.91	12.00	536.00	\$14.88	22.15%	\$116,934.56
CSR - SS/PT	4.00	1552.00	\$12.25	3.00%	\$78,329.44	4.00	2,080.00	\$12.50	3.00%	\$107,077.15	4.00	2,080.00	\$12.74	3.00%	\$109,218.70	4.00	2,080.00	\$13.00	3.00%	\$111,403.07	4.00	2,080.00	\$13.26	3.00%	\$113,631.13	4.00	536.00	\$13.26	3.00%	\$29,281.87
CSR - Temp labor	8.00	1552.00	\$15.75	3.00%	\$201,418.56	8.00	2,080.00	\$16.07	3.00%	\$275,341.25	8.00	2,080.00	\$16.39	3.00%	\$280,848.07	8.00	2,080.00	\$16.71	3.00%	\$286,465.03	8.00	2,080.00	\$17.05	3.00%	\$292,194.34	8.00	536.00	\$17.05	3.00%	\$75,296.23
					\$0.00					\$0.00					\$0.00					\$0.00									\$0.00	
Totals	85.25	38800.00			\$2,452,700.11	85.25	52,000.00			\$3,352,866.33	86.25	52,000.00			\$3,454,733.86	88.25	52,000.00			\$3,617,845.62	88.25	52,000.00			\$3,678,981.44	88.25	13400.00			\$948,045.22



A **xerox** Company

Jason S. Stein
Vice President
Motor Vehicle Services,
Transportation Solutions Group

ACS, A Xerox Company
101 North 1st Avenue
Suite 2250
Phoenix, AZ 85003

jason.stein@acs-inc.com
tel 602.412.2070
fax 602.261.7991

July 28, 2010

Patricia M. Gingrich
President/CEO
American Personnel Managers and Consultants, Inc. (APMC)
2226 Gettysburg Road
Camp Hill, PA 17011

Dear Pat:

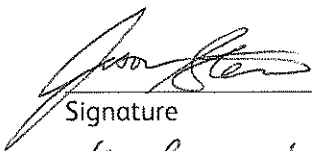
This letter serves to confirm our agreement that should ACS be awarded a contract for the PennDOT Customer Call Center for Driver and Vehicle Services in accordance with RFP-610013048, then ACS desires to utilize APMC as our M/WBE and subcontractor to provide Customer Service Representatives (CSRs) for the Call Center, subject to execution of a mutually agreeable Subcontract Agreement.

Specifically, ACS and APMC agree as follows:

1. Negotiate in good faith according to the terms of the RFP, BAFO, and fully executed contract terms between ACS and PennDOT.
2. Provide CSRs at determined staffing levels at cost plus agreed profit rates, which is defined at 9 % for profit and 3 % for overhead.

ACS State & Local Solutions, Inc.
ACS, a Xerox Company

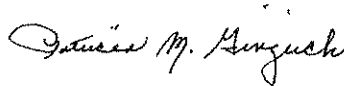
APMC



Signature
Vice President

Title
7/29/10

Date



Signature

President/CEO

Title

July 28, 2010

Date

DISADVANTAGED BUSINESS PROPOSAL

REQUIREMENT: RFP Section II-RFP-003.1a Disadvantaged Business Submittal

ACS State and Local Solutions is pleased to submit this Disadvantaged Business Proposal for the PennDOT Customer Call Center for Driver and Vehicle Services.

I. Small Disadvantaged Business

Overview

ACS is pleased to present American Personnel Managers and Consultants, Inc. (APMC), a Small Disadvantaged Business, as the sole subcontractor participating in the PennDOT Customer Call Center.

I.a Small Disadvantaged Business Qualifications

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

1. Small Disadvantaged Businesses certified by BMWBO as an *MBE/WBE* must provide a photocopy of their BMWBO certificate.

ACS has provided with this submittal a copy of the BMWBO certificate for American Personnel Managers and Consultants, Inc.

2. Businesses certified by the U.S. Small Business Administration pursuant to Section 8(a) of the Small Business Act (15.U.S.C.§636(a)) as an 8(a) Small Disadvantaged Business must submit proof of U.S. Small Business Administration Certification. The owners of such businesses must also submit proof of United States citizenship.

This requirement does not apply to American Personnel Managers and Consultants, Inc.

3. Businesses, which assert that they meet the U.S. Small Business Administration criteria for designation as a small disadvantaged business, must submit: a) self-certification that the business meets the Small Business Administration criteria and b) documentary proof to support the self-certification. The owners of such businesses must also submit proof of United States citizenship, and provide any relevant small disadvantaged business certifications by other certifying entities.

This requirement does not apply to American Personnel Managers and Consultants, Inc.

4. All businesses claiming Small Disadvantaged Business Status, whether as a result of BMWBO certification, or U.S. Small Business Administration certification as an 8(a) or self-certification as a small U.S. Small Business Administration small disadvantaged business, must attest to the fact that the business has 100 or fewer employees.

ACS has provided with this submittal attestation from American Personnel Managers and Consultants, Inc. certifying that it employs fewer than 100 employees.

5. All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification or U.S. Small Business Administration certification as an 8(a) or small disadvantaged business, must submit proof that their gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax return or audited financial statement.

ACS has provided with this submittal attestation from American Personnel Managers and Consultants, Inc. that the organization's gross annual revenues are less than \$20,000,000.

I.b Socially Disadvantaged Business Qualifications

All businesses claiming status as a Socially Disadvantaged Business must include in the Disadvantaged Business Submittal of the proposal clear and convincing evidence to establish that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person's color, ethnic origin or gender. The submitted evidence of prejudice or bias must:

1. Be rooted in treatment that the business person has experienced in American society, not in other countries.

American Personnel Managers and Consultants, Inc. is not a socially disadvantaged business, but is certified as a DGS-certified disadvantaged business.

2. Show prejudice or bias that is chronic and substantial, not fleeting or insignificant.

American Personnel Managers and Consultants, Inc. is not a socially disadvantaged business, but is certified as a DGS-certified disadvantaged business.

3. Indicate that the business person's experience with the racial or ethnic prejudice or cultural bias has negatively impacted his or her entry into and/or advancement in the business world.

American Personnel Managers and Consultants, Inc. is not a socially disadvantaged business, but is certified as a DGS-certified disadvantaged business.

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

American Personnel Managers and Consultants, Inc. is not a socially disadvantaged business, but is certified as a DGS-certified disadvantaged business.

I.c Verifications

In addition to the above verifications, the Offeror must include in the Disadvantaged Business Submittal of the proposal the following information:

1. Those Small Disadvantaged Businesses submitting a proposal as the Offeror, must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost submittal) to be performed by the Offeror and not by subcontractors and suppliers.

The primary Offeror, ACS, is not a Small Disadvantaged Business.

2. Those Small Disadvantaged Businesses submitting a proposal as part of a joint venture partnership, must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Small Disadvantaged Business joint venture partner and not by subcontractors and suppliers or by joint venture partners who are not Small Disadvantaged Businesses. Offeror must also provide:
 - a. The amount of capital, if any, each Small Disadvantaged Business joint venture partner will be expected to provide.
 - b. A copy of the joint venture agreement signed by all parties.
 - c. The business name, address, name and telephone number of the primary contact person for the Small Disadvantaged Business joint venture partner.

ACS is submitting this Disadvantaged Business Proposal for American Personnel Managers and Consultants, Inc. as a subcontractor to ACS State & Local Solutions; this is not a joint venture partnership and American Personnel Managers and Consultants, Inc. is not expected to provide any capital.

3. **All** Offerors must include a numerical percentage which represents the total percentage of the total cost in the Cost Submittal that the Offeror commits to paying to Small Disadvantaged Businesses as subcontractors. To support its total percentage DB subcontractor commitment, Offeror must also include:
 - a. The dollar amount of each subcontract commitment to a Small Disadvantaged Business;

ACS commits a total of \$7,207,549.43 to American Personnel Managers and Consultants, Inc., a Small Disadvantaged Business included as a subcontractor for the toll-free option.

- b. The name of each Small Disadvantaged Business. The Offeror will not receive credit for stating that after the contract is awarded it will find a Small Disadvantaged Business.

The Small Disadvantaged Business participating as a subcontractor in the PennDOT Customer Call Center is:

American Personnel Managers and Consultants, Inc.
2226 Gettysburg Road
Camp Hill, PA 17011
PA DGS MBE Certification Number: 110630American

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

American Personnel Managers and Consultants, Inc. is the Small Disadvantaged Business subcontractor for the PennDOT Customer Call Center. APMC will be providing customer support services for the duration of the contract.

- d. The location where each Small Disadvantaged Business will perform services.

American Personnel Managers and Consultants, Inc. will perform its subcontracted services at the ACS-operated PennDOT Customer Call Center facility, located at 6400 Flank Drive, Harrisburg, Pennsylvania 17112-2778.

- e. The timeframe for each Small Disadvantaged business to provide or deliver the goods or services.

American Personnel Managers and Consultants, Inc. will be providing services for the duration of the contract for the PennDOT Customer Call Center.

- f. A signed subcontract or letter of intent for each Small Disadvantaged Business. The contract or letter of intent must identify the specific work, goods or services the Small Disadvantaged Business will perform and how the work, goods or services relates to the project.

ACS has included a letter of intent from American Personnel Managers and Consultants, Inc. This letter of intent identifies the specific work, goods or services to be provided, as well as a description of how they relate to the PennDOT Customer Call Center.

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

The primary contact person for American Personnel Managers and Consultants, Inc. is:

Patricia M. Gingrich
American Personnel Managers and Consultants, Inc.
2226 Gettysburg Road
Camp Hill, PA 17011
Phone: (717) 303-0229

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

ACS understands and accepts that the total percentage commitment to American Personnel Managers and Consultants, Inc. will become part of its contractual obligations once the contract is fully executed.

5. The name and telephone number of the Offeror's project (contact person for the Small Disadvantaged Business information

The Offeror's project (contact) person for Small Disadvantaged Business information is:

Jason S. Stein
Phone: (602) 412-2070 (o) / (602) 510-1028 (c)

I.d Disadvantaged Business Submittal

The Offeror is required to submit **two** copies of its Disadvantaged Business Submittal. The submittal shall be clearly identified as Disadvantaged Business information and sealed in its own envelope, separate from the remainder of the proposal

ACS has submitted two copies of the Disadvantaged Business Submittal. This submittal is sealed in its own envelope, separate from the remainder of the proposal and clearly identified as Disadvantaged Business information.

I.e Small Disadvantaged Business as Subcontractor: Multiple Proposals

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

ACS and American Personnel Managers and Consultants, Inc. understand that a Small Disadvantaged Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.

I.f Small Disadvantaged Business: Prime vs. Subcontractor

An Offeror that qualifies as a Small Disadvantaged Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

ACS and American Personnel Managers and Consultants, Inc. understand that a Small Disadvantaged Business submitting a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

II. Enterprise Zone Small Business Participation

Overview

ACS State & Local Solutions is pleased to submit our proposal for Enterprise Zone Small Business Participation in conjunction with American Personnel Managers and Consultants, Inc., which also is certified as a Small Disadvantaged Business.

II.a Enterprise Zone Small Business Qualifications

1. Proof of the location of the business' headquarters (such as a lease or deed or Department of State corporate registration), including a description of those activities that occur at the site to support the other businesses in the enterprise zone.

American Personnel Managers and Consultants, Inc. meets the qualifications of being located in an enterprise zone and the confirmation letter is included in support of this.

2. Confirmation of the enterprise zone in which it is located (obtained from the local enterprise zone office).

American Personnel Managers and Consultants, Inc. is located in the Technology Corridor Enterprise Zone and a certification letter from the Capital Region Economic Development Corporation is included in this submittal.

3. Proof of United States citizenship of the owners of the business.

This requirement does not apply to American Personnel Managers and Consultants, Inc.

4. Certification that the business employs 100 or fewer employees.

ACS has provided with this submittal attestation from American Personnel Managers and Consultants, Inc. certification that it employs fewer than 100 employees.

5. Proof that the business' gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax return or audited financial statement.

ACS has provided with this submittal attestation from American Personnel Managers and Consultants, Inc. that the organization's gross annual revenues are less than \$20,000,000.

6. Documentation of business organization, if applicable, such as articles of incorporation, partnership agreement or other documents of organization.

This requirement does not apply to American Personnel Managers and Consultants, Inc.

II.b Verifications

In addition to the above verifications, the Offeror must include in the Disadvantaged Business Submittal of the proposal the following information:

1. The name and telephone number of the Offeror's project (contact) person for the Enterprise Zone Small Business.

The Offeror's project (contact) person for Small Disadvantaged Business information is:

Jason S. Stein
Phone: (602) 412-2070 (o) / (602) 510-1028 (c)

2. The business name, address, name and telephone number of the primary contact person for each Enterprise Zone Small Business included in the proposal. The Offeror must specify each Enterprise Zone Small Business to which it is making commitments. The Offeror will not receive credit for stating that it will find an Enterprise Zone Small Business after the contract is awarded or for listing several businesses and stating that one will be selected later.

The primary contact person for American Personnel Managers and Consultants, Inc. is:

Patricia M. Gingrich
American Personnel Managers and Consultants, Inc.
2226 Gettysburg Road
Camp Hill, PA 17011
Phone: (717) 303-0229

3. The specific work, goods or services each Enterprise Zone Small Business will perform or provide

American Personnel Managers and Consultants, Inc. will be providing customer support services as a subcontractor for the PennDOT Customer Call Center.

4. The estimated dollar value of the contract to each Enterprise Zone Small Business

ACS commits an estimated \$7,207,549.43 to American Personnel Managers and Consultants, Inc., an Enterprise Zone Business included as a subcontractor for the toll-free call service option.

5. Of the estimated dollar value of the contract to each Enterprise Zone Small Business, the percent of the total value of services or products purchased or subcontracted that each Enterprise Zone Small Business will provide.

ACS commits an estimated \$7,207,549.43 to American Personnel Managers and Consultants, Inc., an Enterprise Zone Business included as a subcontractor for the toll-free call service option. This represents 20% of the total contract value.

6. The location where each Enterprise Zone Small Business will perform these services.

American Personnel Managers and Consultants, Inc. will perform its subcontracted services at the ACS-operated PennDOT Customer Call Center facility, located at 6400 Flank Drive, Harrisburg, Pennsylvania 17112-2778.

7. The timeframe for each Enterprise Zone Small Business to provide or deliver the goods or services.

American Personnel Managers and Consultants, Inc. will be providing services for the duration of the contract for the PennDOT Customer Call Center.

8. The amount of capital, if any, each Enterprise Zone Small Business will be expected to provide.

American Personnel Managers and Consultants, Inc. will not be required to provide any capital.

9. The form and amount of compensation each Enterprise Zone Small Business will receive.

ACS commits an estimated \$7,207,549.43 to American Personnel Managers and Consultants, Inc., an Enterprise Zone Business included as a subcontractor for the toll-free call service option.

10. For a joint venture agreement, a copy of the agreement, signed by all parties.

ACS is submitting this Disadvantaged Business Proposal for American Personnel Managers and Consultants, Inc. as a subcontractor to ACS State & Local Solutions; this is not a joint venture partnership.

11. For a subcontract, a signed subcontract or letter of intent.

ACS has included a letter of intent from American Personnel Managers and Consultants, Inc., the sole subcontractor to be utilized in the PennDOT Customer Call Center.

II.c EZSB Financial Commitment

The dollar value of the commitment to each Enterprise Zone Small Business must be included in the same sealed envelope with the Disadvantaged Business Submittal of the proposal. The following will become a contractual obligation once the contract is fully executed:

The amount of the selected Offeror's Enterprise Zone Small Business commitment;

ACS understands and accepts that amount of the Enterprise Zone Small Business commitment to American Personnel Managers and Consultants, Inc. will become part of its contractual obligations once the contract is fully executed.

The name of each Enterprise Zone Small Business; and

American Personnel Managers and Consultants, Inc. is the sole Enterprise Zone Small Business to be utilized at the PennDOT Customer Call Center.

The services each Enterprise Zone Small Business will provide, including the timeframe for performing the services.

American Personnel Managers and Consultants, Inc. will be providing customer support services.

II.d Domestic Workforce Utilization Certification

Offerors who seek consideration for the Domestic Workforce Utilization Certification criterion must **complete, sign and submit the Domestic Workforce Utilization Certification Form.**

ACS has included a completed and signed Domestic Workforce Utilization Certification Form in Appendix B.

BACK UP DOCUMENTATION INCLUDED:

1. American Personnel Managers and Consultants, Inc. Attestation to Number of Employees and Total Revenue
2. American Personnel Managers and Consultants, Inc. BMWBO Certificate
3. American Personnel Managers and Consultants, Inc. Confirmation of Location in the Technology Corridor Enterprise Zone
4. American Personnel Managers and Consultants, Inc. 2008 and 2009 Federal Income Tax Returns
5. ACS and American Personnel Managers and Consultants, Inc. Letter of Intent



July 29, 2010

Acs A Xerox company
Mr. Jason S. Stein, Vice President
Motor Vehicle Services,
Transportation solutions, Group
101 North 1st Avenue
Suite 2250
Phoenix, Arizona 85003

Dear Mr. Stein

Enclosed are required documents for the MBE/WBE Certification Application for Businesses with Valid External Federal or Statewide Certification:

1. Copy of our Pa. WBE Certification and our Letter of certification from Pennsylvania.
2. Copy supporting letter that we employ less than 100 full time people
3. Copy of our certification verify we are in an Enterprise Zone
4. Copies of Fed. Tax return last 2 yrs. 2009, 2008

Respectfully submitted in confidence,

Patricia M. Gingrich, President/CEO
American Personnel Managers & Consultants, Inc.



July 29, 2010

To Whom It May Concern:

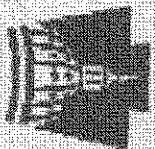
This is to verify that we are a Pa Certified WBE and a "Small Business with less than 100 employees and add a gross revenue of less than \$20Million dollars.

Tax Return 2008 and 2009 – Front Page Federal Returns attached.

Respectfully submitted in confidence,

Patricia M. Gingrich, President/CEO
American Personnel Managers & Consultants, Inc.

ENC: II



Pennsylvania
DEPARTMENT OF GENERAL SERVICES

Be it hereby known

American Personnel Managers & Consultants Inc

A

Woman Business Enterprise

Is recognized as a certified business enterprise owned and controlled in accordance with the criteria established by Executive Order No. 2004-6 and 4 Pennsylvania Code, Section 68.204.

ISSUE DATE: 6/19/2009

EXPIRATION DATE: 6/30/2011

Kathryn Weissberg

Kathryn Weissberg, Director
Bureau of Minority and Women
Business Opportunities

Patricia Gingrich
American Personnel Managers & Consultants Inc
2226 Gettysburg Road
Camp Hill, PA 17011

CERTIFICATION NO: 110630American
EXPIRATION DATE: June 30, 2011

The Bureau of Minority and Women Business Opportunities has reviewed your submission for recertification. I am pleased to inform you that your company has been approved. This recertification demonstrates the Commonwealth's recognition of your company as a Woman Business Enterprise.

Through the application process, you have presented documentation that your company is engaged in providing certain products and/or services. Information regarding these products and/or services for which you have been certified has been electronically listed for use by all Commonwealth agencies. Please note that obtaining certification is only the first step in pursuing state contracts. The next step is to use this certification as a tool when you market your goods or services to the Commonwealth's agencies and departments. For information on workshops explaining how to pursue state government contracts, please contact our Business Development Unit at 717-705-2398.

Your recertification is valid until the expiration date noted in this letter. Ninety (90) days prior to the expiration of your certification, you should contact the bureau regarding the recertification process. If the eligibility standards set forth in our Statements of Policy including but not limited to ownership, management, or operational control change during the certification period, you should immediately notify the bureau of the changes.

The Bureau of Minority and Women Business Opportunities reserves the right to periodically review the ownership, management and operational control to confirm the continued validity of the certification status, as conferred by the Commonwealth.

We look forward to assisting you in doing business with the Commonwealth of Pennsylvania.

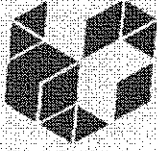
Sincerely,



Kathryn Waters-Perez, Director

Enclosure(s): Certificate

Bureau of Minority & Women Business Opportunities
611 North Office Building | Harrisburg, PA 17125 | 717.783.3119 | F 717.787.7052 | www.dgs.state.pa.us



**HARRISBURG REGIONAL
CHAMBER & CREDC**

3211 N. Tenth Street, Suite 301
Harrisburg, PA 17110-3317
717-232-1099 Phone
717-232-5181 Fax
www.HarrisburgRegionalChamber.org

October 26, 2009

American Personnel Managers & Consultants, Inc.
2226 Gettysburg Road
Camp Hill, PA 17011

RE: Confirmation of location in the Technology Corridor Enterprise Zone

This letter is to confirm that American Personnel, with its office located at 2226 Gettysburg Road, Camp Hill, PA is located within the Technology Corridor Enterprise Zone. The Technology Corridor Enterprise Zone is administered by the Capital Region Economic Development Corporation and is designated as an Enterprise Zone by the Department of Community and Economic Development until it exits the program on July 1, 2011.

Please feel free to contact me directly should you have any questions, or need any additional information.

Sincerely,

Shaun P. Donovan
Economic Development Specialist
Capital Region Economic Development Corporation



expertise in action™

February 11, 2010

Syline M. Shingara
Department of General Services
Bureau of Procurement (BOP)
Forum Place, 6th Floor, Bid Room
555 Walnut Street
Harrisburg, PA 17101-1914

Subject: PennDOT Customer Call Center for Driver and Vehicle Services Request for Proposals, Solicitation No. 6100013048

Dear Ms. Shingara:

ACS State & Local Solutions is pleased to present this response to the above-referenced Request for Proposals. Included in this submission are the following:

1. Transmittal Letter
2. Technical Proposal
3. Cost/Pricing Proposal
4. Disadvantaged Business Proposal
5. All required forms and signatures

ACS is a world leader in business process outsourcing and your current vendor of choice since 2005 in operating the PennDOT Customer Call Center for Driver and Vehicle Services. We are confident in our ability to meet the Department's goal of having smooth and seamless continuation of high quality customer care services. ACS operates more than 80 customer call centers throughout the United States, including 27 outsourced business centers in the Commonwealth of Pennsylvania. The Transportation Systems and Services Business Unit submitting this response consists of nearly 1,500 people of which 1,000 directly support customer care center operations. ACS has many years of experience, including the past four-and-a-half years with PennDot's current call center, in delivering top quality service and performance to our clients. Our solution offers the continuation of high quality, professional service to both PennDot and the citizens of the Commonwealth.

One of our key areas of emphasis is to ensure that customer service levels remain at the highest level expected from the Commonwealth. ACS understands and appreciates the Commonwealth's responsibilities for public safety and customer service satisfaction as well as PennDot's vision for outsourced operations. We strongly believe that ACS is the best partner to continue to assist PennDot in their ongoing efforts to enhance technology applications, while maintaining and improving current customer service levels.

Since 2005, ACS has worked to build and maintain a strong partnership with PennDot through the management and operation of the current Customer Call Center. ACS pledges to keep the high level of

ACS State & Local Solutions, Inc.
101 N. 1st Avenue, Suite 2250
Phoenix, AZ 85003

Solicitation No. 6100013048

Ms. Syline M. Shingara
February 11, 2010
Page 2 of 2

excellence with PennDot and will continue to strive to make the Customer Call Center for Driver and Vehicle Services an example of excellence, as well as a showcase for other states to emulate.

ACS State & Local Solutions, Inc. is part of a more than \$6 billion, *Fortune 500* company – Affiliated Computer Services, Inc. (ACS) – and has the stability, the security, and the corporate resources to provide the Pennsylvania Department of Transportation with a state-of-the-art Customer Call Center for Driver and Vehicle Services under this RFP. Affiliated Computer Services, Inc. is currently working on an agreement with Xerox Corporation and its wholly-owned subsidiary, Boulder Acquisition Corporation, to merge ACS into the Boulder Acquisition Corporation. The proposed merger still requires governmental and shareholder approval before it can be completed. If the merger is completed, it is anticipated that ACS will continue to operate in substantially the same manner. The newly-merged company will initially be branded as ACS, a Xerox Company, and will be financially even stronger than before.

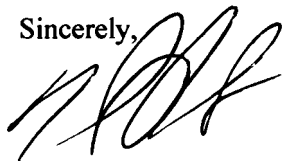
We look forward to continuing our working relationship with PennDOT over the next five years and beyond.

Our primary contact person for this proposal is:

Thomas Flanagan
ACS State & Local Solutions
101 N. 1st Avenue, Suite 2250
Phoenix, AZ 85003
602-412-2074 (Phone)
602-261-7691 (Fax)

Thank you for the opportunity to work with PennDOT and the Commonwealth of Pennsylvania on this very exciting opportunity.

Sincerely,



Ken Philmus
Managing Director and Senior Vice President
ACS State & Local Solutions
101 N. 1st Avenue, Suite 2250
Phoenix, AZ 85003
973-368-1518

APPENDIX C – PROPOSAL COVER SHEET

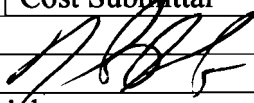
DEPARTMENT OF GENERAL SERVICES FOR PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

RFP# 6100013048

Enclosed are three (3) separately attached submittals in the proposal of the Offeror identified below for the above-reference RFP:

Offeror Information:	
Offeror Name	ACS State & Local Solutions
Offeror Mailing Address	101 N. 1 st Avenue, Suite 2250 Phoenix, AZ 85003
Offeror Website	www.acs-inc.com
Offeror Contact Person	Thomas Flanagan
Contact Person's Phone Number	602-412-2074
Contact Person's Facsimile Number	602-261-7991
Contact Person's E-Mail Address	thomas.flanagan@acs-inc.com

Submittals Separately Attached:	
<input checked="" type="checkbox"/>	Technical Submittal
<input checked="" type="checkbox"/>	Disadvantaged Business Submittal
<input checked="" 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:	Ken Philmus
Title:	Managing Director/Sr. Vice President

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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I. STATEMENT OF THE PROBLEM

REQUIREMENT: RFP Section I.a

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

ACS understands that the Pennsylvania Department of Transportation (PennDOT) seeks to continue to outsource its Driver and Vehicle Services Customer Call Center to a business process outsourcing provider that will work in close partnership with PennDOT to ensure the very best service to Commonwealth customers using the Department of Transportation Services. As the incumbent service provider, ACS understands the unique environment and requirements of PennDOT and the citizens of the Commonwealth.

I.A Overview

As one of the world leaders in providing outsourced customer care and call center services, ACS understands that responsiveness to the needs of PennDOT's customers is a direct reflection on both the agency and the Commonwealth as a

whole. As the incumbent provider of the PennDOT Driver and Vehicle Services Customer Call Center, we know and understand more about the unique needs and desires of the Commonwealth and its driving population than any other vendor in the marketplace today.

Most Pennsylvania citizens over the age of 16 have regular interaction with PennDOT, whether in person, by phone, or electronically over the Web or via e-mail. The Customer Call Center interacted with nearly 3.6 million customers in 2009. The services provided by the Customer Call Center are critical both to PennDOT and the residents of Pennsylvania, as the agency plays an important role regarding safety and the administration of transportation policy and regulations. Customer service must be courteous, citizen friendly, and accessible, as well as accurate and speedy with regard to the flow of information both into and out of the information databases. We recognize that each interaction can have an impact on the customer's opinion of both PennDOT and ACS. Customer Service Representatives (CSRs) must be trained to manage the numerous and diverse requests for information and services demanded by the public. A successful Customer Call Center must be technically capable of managing the flow of information through various channels now available to users. PennDOT needs a partner who can provide professional, well-trained, and well-managed customer care capabilities along with the IT leadership necessary to keep pace with rapidly-changing technology.

The key requirements for successful operation of the PennDOT Customer Call Center are:

- Access
- Personnel
- Quality of Information and Service
- Stability

ACS SERVICE QUALITY STATISTICS

- 46.4% of calls handled via IVR in 2009
- 99.5% accuracy in 2009
- 99.7% access rate in 2009

Access

As an industry leader in the development and operation of customer call centers, ACS understands what it takes to provide full access to the services PennDOT requires. In addition, no one knows more than we do about how to integrate an effective Interactive Voice Response (IVR) system into a successful Call Center operation. When ACS took over this contract in 2005, only 26% of calls were handled by the Center's IVR system. Today, ACS' existing IVR system handles an average of 46% of customer calls. In addition, live CSR support currently is available from 8 a.m. until 6 p.m. on weekdays from a secure facility located in Harrisburg, Pennsylvania.

The current Customer Call Center utilizes a combination of toll free lines, dedicated lines to serve out-of-state users, and text-enabled telephones to serve hearing-impaired customers. This service will be continued under the new contract.

In addition, the ACS-operated Customer Call Center provides bilingual CSRs as well as a translation service to provide efficient and effective service to customers speaking languages other than English or Spanish.

Other factors related to access to the Call Center include average speed of answer, hold time, and response time. Since ACS began its partnership with PennDOT in the operation of its Customer Call Center, there have been significant improvements in the accessibility of this service for citizens of the Commonwealth. For example:

- ASA was 1:21 in 2009, down from 2:18 in 2004
- 2009 accuracy was 99.5% compared to an average of 99.24% with the previous vendor
- Busy signals were reduced from 14.36% in 2004 to less than 1% in 2009
- 99.7% access rate for 2009 versus 77.5% in 2004

Personnel

ACS is a preeminent provider of Customer Call Centers and as such we have a unique knowledge and understanding of how important it is to staff Call Centers with the right people to provide the appropriate balance between easy access to high-quality assistance and the need to control costs. We also understand how important it is to provide continuous training so that CSRs are up to date on the latest needs of Call Center customers. This is exactly the kind of quality that ACS has been providing at the PennDOT Customer Call Center since 2005 – and will continue to provide under a new contract.

The ACS' hiring protocol is designed to ensure that only well-qualified and trained CSRs are put in place in the PennDOT Customer Call Center. All potential hires are screened to ensure that:

- CSRs have strong oral communication skills and are able to communicate clearly and concisely with customers;
- CSRs answering e-mail inquiries have strong written communication skills; and
- All staff with access to the PennDOT systems have passed rigorous background checks for any criminal history.

Quality of Information and Service

ACS understands that the quality of information disseminated is of vital importance to PennDOT. Therefore, at the beginning of the current contract, ACS worked with PennDOT to assemble the most complete, up-to-date, and high-quality information possible. In addition, we are constantly working to ensure the continued quality of the information available to our clients. The current PennDOT Call Center uses a process to ensure that desktop reference materials used by CSRs are periodically refined and updated, as well as that CSRs are provided with updated training. This process, described in detail in the Work Plan and Training sections of this proposal response, uses several sources of information including:

- Information provided by PennDOT
- Information obtained from the resolution of notepads
- Input and suggestions provided by our front-line CSRs

The highest quality information is only as effective as the personnel delivering the information to Call Center customers. ACS ensures that only the most qualified candidates are placed in the PennDOT Customer Call Center. These workers are provided with comprehensive processes and documentation, along with a continuous training program that ensures accurate and consistent customer responses. The ACS training program is described in greater detail in the Work Plan and Training sections of this proposal response. An example of the success of our training and certification program is the fact that in 2009, 93% of trainees who took the certification program passed the test. This program includes information review, role play interactive training, and screen review.

Stability

Stability is always of paramount importance when providing services to more than 3 million customers annually. Transitioning to a new service provider carries with it inherent risks that do not exist if the incumbent, ACS, is retained. However, the Commonwealth of Pennsylvania may be assured that our greatest concern is the customers of the PennDOT Customer Call Center. Thus, ACS will work diligently to ensure that the very highest levels of professionalism are exercised in any transition should the Commonwealth of Pennsylvania decide to proceed with a different service provider.

In Conclusion

ACS understands that PennDOT is seeking a full-service vendor with extensive Customer Call Center experience that can enhance operations, apply the latest technologies to increase automation and efficiencies, and continue the current high levels of service provided by the Customer Call Center. In short, PennDOT requires a partner who can meet its complex customer care needs. By retaining its partnership with ACS, PennDOT can be assured that we will continue to provide the unique set of skills and experiences in both customer care and information technology that have been demonstrated throughout the current contract. PennDOT has recognized that the current and future needs of the agency will demand specialized skills and technical capabilities to support the requirements of a more sophisticated customer base. Residents and others needing to interface with PennDOT will require multiple channels of communication and technology resources capable of keeping pace with trends in the

marketplace. ACS is a partner that PennDOT can continue to rely on to support its customer service and technical requirements both today and into the future.

As demonstrated throughout this proposal response, ACS has considered PennDOT's immediate and long-term Call Center needs. Our past performance and long history with the Commonwealth of Pennsylvania prove our experience, our unique understanding of PennDOT's needs, and our technical and operational expertise to provide best-in-the-industry customer care center services to the Commonwealth's callers.

II. MANAGEMENT SUMMARY

REQUIREMENT: RFP Appendix A, P. 11; Section IV-1-b.

Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

ACS State & Local Solutions is pleased to submit this proposal for the continued operation of the Pennsylvania Department of Transportation (PennDOT) Customer Call Center for Driver and Vehicle Services.

Since 2005, ACS has been staffing and operating the PennDOT Customer Call Center. We believe the performance improvements documented during our service period speak for themselves. However, we are pleased to have the opportunity to redefine our service parameters and to offer creative solutions to meet the requirements of PennDOT.

ACS' TEAM

- Partnered with PennDOT since 2005
- Breadth of call center experience
- Eliminates need for vendor transition
- Provides the excellent service and flexibility PennDOT expects

II.a Overview

ACS has prepared a thorough and dynamic approach to address the needs of the PennDOT Customer Call Center for Driver and Vehicle Services. Every facet of the proposed solution is designed to meet – or exceed – PennDOT’s stated requirements. ACS is prepared to provide a comprehensive range of services to the Commonwealth of Pennsylvania and the customers of PennDOT, as summarized below, and detailed throughout this RFP response. Where available, the summaries in this document include cross-references to more detailed information in other sections of this response. Furthermore, the approach identified throughout this proposal is keenly focused on the desire to provide information primarily through technology, with Customer Service Representatives (CSRs) serving those customers with more complex or unique needs.

This section summarizes each of the 42 items delineated in this RFP requirement. For more information, please see the section referenced in parentheses at the end of each response.

1. Ensure a seamless transition from the current Customer Call Center contract to a new Customer Call Center contract, and ensure that no interruption in services occurs.

Because ACS is PennDOT’s current partner in the Customer Call Center, **no transition to a new vendor will be required.** Retaining Commonwealth interfaces, trained representatives, and a management team fully aware of the expectations of PennDOT are advantages to the Commonwealth that will not exist if a new vendor is selected. (***Section III.b.1***)

2. Provide the necessary software and hardware to operate the Customer Call Center (identify specific hardware/software being proposed in your technical submittal).

As the incumbent, the required hardware and software are already established and in use in our current environment. With the exception of moderate changes or necessary upgrades needed to fulfill the requirements of this RFP, ACS is fully prepared to provide software/hardware requirements to ensure an effective Call Center operation. (***Section III.c.2***)

3. Provide and locate the Customer Call Center facility within a 40-mile radius of Harrisburg. Location if known shall be provided.

ACS will maintain the Customer Call Center facility at 6400 Flank Drive, Harrisburg, Pennsylvania 17112-2778, well within the 40 mile radius required in this RFP. This location is within 13 miles of PennDOT's Riverfront Office Center. **(Section III.b.3)**

4. Maintain required hours of operation.

ACS will maintain the required hours of operation of 8:00am to 5:00pm, or until the last call in queue is handled. ACS will also follow the Commonwealth's holiday schedule for office closures. **(Section III.c.4.d.5)**

5. Maintain required level of customer access.

ACS' network and communication systems are designed to meet the 95% customer access requirement, and has consistently exceeded this access level for customers since 2006. In addition, customer access will also be achieved through the 99.8% system availability requirement needed for customers to access the IVR, TDD, and CSRs in order to receive responses to inquiries. **(Sections III.c.4.d.3 and III.c.4.e.2)**

6. Maintain required level of accuracy.

ACS is dedicated to maintaining the required level of accuracy. Averaging between 900-1000 official observations per month, combined with training enhancements and monthly call calibration meetings to ensure consistency and accuracy in the process, ACS has the experience to precisely evaluate accuracy and take necessary measures to achieve the requirement. **(Section III.c.4.e.1)**

7. Maintain required level of response time.

ACS will continue to maintain the required level of response time for e-mail responses, change of address processing from the IVR, CSA submission, and fax and form fulfillment. **(Sections III.c.4.d.2, III.c.4.d.4, III.c.4.d.8)**

8. Maintain required average speed of answer (ASA).

ACS will continue to maintain the required average speed of answer (ASA) by using an effective combination of technology and staff. **(Section III.c.4.f.1)**

9. Remain within acceptable hold-time limit.

ACS uses a ring-back feature on all phones to meet the 60 second or less hold-time limit requirement. **(Section III.c.4.f.2)**

10. Provide services to English and Spanish speaking customers in respective languages.

ACS has and will continue to serve callers in both English and Spanish and will enhance this service to include e-mail responses that may also require service in Spanish. **(Section III.c.4.f.4)**

11. Obtain language translation services as needed.

ACS understands the value in serving customers with varying language needs beyond English and Spanish and will continue to use language translation services, currently Language Select, in order to ensure that customers with these needs are properly served. **(Section III.c.4.f.4)**

12. Provide required services for hearing impaired.

A text telephone for hearing-impaired customers will be used to ensure that 100% of customers needing this service will be served. (*Section III.c.4.f.5*)

13. Provide access for out-of-state callers.

ACS will continue to provide access for out-of-state callers using the current 717-412-5300 phone number. The volume of talk paths in the ACS design allows for adequate customer access. (*Section III.c.1*)

14. Provide toll-free service to Pennsylvania callers utilizing the existing toll-free number, unless PennDOT selects an option without toll-free service.

ACS will continue to provide toll-free service to callers within the Commonwealth using the existing 11 toll-free numbers unless PennDOT selects an option under the new contract without toll-free service. (*Section III.c.1*)

15. Provide a wait-time message to all callers accessing the Customer Call Center.

ACS will continue to provide wait-time messages to callers, advising them of the expected wait time to speak to a CSR from the point of entering the queue. (*Section III.c.4.f.6*)

16. Provide PennDOT real-time, Web-enabled access to Offeror's Call Management Information System.

ACS currently is using, and recommends the continued use of, the Avaya Call Management System which provides PennDOT with real-time access to the system. Please see *Section III.c.4.f.8* that addresses the Web-enabled portion of this request.

17. Provide criminal history background checks for anyone who may have direct or indirect access to any PennDOT systems.

ACS already requires both PA PATCH and national criminal history checks as part of our recruiting process. We will continue to provide criminal history background checks for approval, inclusive of the new national background check, for anyone with either direct or indirect access to any PennDOT systems. (*Sections III.c.4.b.4, III.d.5, V.d*)

18. In conjunction with PennDOT, maintain and update electronic desktop training reference modules for CSRs utilizing the Department's current scripts and reference materials.

We will continue to use RoboHelp 8.0 on PCs to maintain all electronic desktop training and reference materials within three days of receiving new information. ACS, in conjunction with PennDOT, has established an effective method for ensuring version control, use of the Department's scripts, and return of RoboHelp updates to PennDOT on a CD for their internal use. (*Section VI.b*)

19. Provide CSRs who have strong oral communication skills and who speak clearly and concisely with customers.

ACS will continue to recruit and hire CSRs who have strong oral communication skills to effectively serve customers using the Customer Call Center. Communication skills are evaluated during the interview process and are further developed through internal coaching and QA monitoring.

20. Develop and maintain a training and certification program for new CSRs.

ACS is unparalleled in the training and certification programs that have been developed specifically for this project. The training programs ensure consistent review and modification of the syllabus to ensure all aspects of job-related performance are taught and evaluated. The certification testing will continue to be used for training graduation purposes, as well as

annual evaluation and analysis for program effectiveness. **(Sections III.c.2, III.c.4.c and III.c.4.a.4)**

21. Conduct incoming call-type surveys upon request by PennDOT.

ACS has previously completed call-type surveys at the request of PennDOT and will continue to do so as needed. Call-type surveys were an instrumental tool, and the approach that was used by ACS when identifying enhancements to the current IVR, thereby demonstrating the value that can come from end-user feedback and survey work.

22. Provide quarterly recommendations on ways to reduce calls/e-mails, improve services and/or reduce costs.

Recommendations and suggestions for enhancements are made in abundance with the current ACS staff. During 2009, fifty-one different suggestions were submitted for consideration to PennDOT to enhance service or reduce calls. These recommendations represent a compilation of the voice of the customer. **(Section III.d.4)**

23. Collect, organize, analyze and report weekly and monthly on inquiry volumes, access rate, accuracy rate and types of calls/e-mails and patterns.

Since ACS began working with PennDOT, we have been providing daily, weekly, and monthly reports to PennDOT for their review and evaluation of Call Center performance in the metrics identified. We will continue to provide the requested reports, modified to include the enhanced reporting requirements. **(Sections III.d.2, III.d.3)**

24. Provide an escalation process for calls that cannot be handled by CSRs.

ACS will continue to maintain our internal call escalation process, called the Assist process. This is a five-tier escalation process that moves inquiries through Senior CSRs, Team Leads/Customer Care Team Coaches, Supervisors, and the Customer Care Assistant Manager. **(Sections III.c.4.a.1, III.c.4.a.5, III.c.4.f.1)**

25. Provide connectivity to the Department's mainframe.

ACS currently provides connectivity to the Department's mainframe using an ACS-owned end-to-end circuit from the PennDOT Customer Call Center to the PennDOT data center. PennDOT houses an ACS-owned and maintained Cisco router at this data center. **(Section III.c.1)**

26. Record all calls. Provide PennDOT with the ability to observe live calls and all recorded calls. Offeror shall retain recorded calls for three months.

ACS will continue to use the Contact Store/Witness Call Recording Program to record all calls. Access to this system is already available and in use by PennDOT staff which will continue during this contract term. **(Section III.c.4.e.1, and Section III.c.4.f.7)**

27. Provide the ability to retrieve recorded calls via customer telephone number, CSR, and/or date and time of call. Recorded calls shall have the ability to be forwarded via e-mail attachment upon request.

The ACS Call Recording Program allows recorded calls to be retrieved via customer telephone number, CSR, and/or date and time of call. Recorded calls can be forwarded to PennDOT as an e-mail attachment upon request. **(Section III.c.4.e.1, and Section III.c.4.f.7)**

28. Provide access for all supervisors and CSRs to the PennDOT Driver and Vehicle Services Web site for the purpose of assisting customers.

All ACS staff members at the current PennDOT Customer Call Center have full access to the PennDOT Driver and Vehicle Services Web site as well as to the PA State Portal. This enables CSRs to assist customers using these access methods. **(Section III.c.1)**

29. Provide and maintain the required performance bond.

ACS will provide and maintain the required performance bond throughout the life of the contract at the amounts required. **(Section III.b.5)**

30. Provide some data entry services as directed by PennDOT (changes of address, minor corrections, reissue products, escalate messages, etc.) through a connection with PennDOT's systems.

ACS is already completing the data entry services requested and will continue to do so effectively and within the required response times. ACS will continue to provide data entry services, such as change of address, minor corrections, etc., using our connection with PennDOT's online systems.

31. Provide the ability to send referral messages (notepads) requiring further research to PennDOT via PennDOT systems, e-mail or in person as directed by PennDOT. At PennDOT's discretion, the Offeror must retain copies of all referrals for three months in a manner allowing for easy research of prior individual customer referrals and the tracking/reporting on the number of referrals. Such messages should be reviewed for appropriateness and accuracy prior to sending to PennDOT. PennDOT anticipates the Offeror will likely be directed to send referrals via e-mail and retain copies.

ACS currently has the ability to send referral messages via PennDOT systems. In anticipation of this process being changed to an e-mail method, ACS is prepared to implement the e-mail method and review for appropriateness for sending referral messages (notepads) as we currently do for escalated notepads requiring a shorter response time. ACS will continue to provide the ability for selected staff to communicate referral messages over the phone as needed or requested; albeit this method is minimal in comparison to the standard notepad volumes. ACS currently retains data on priority e-mails or call escalation requiring phone contact and is fully prepared to retain the data for the referral messages in a similar manner for the duration required. **(Section III.c.4.a.1 and Section III.c.4.a.15)**

32. Utilize and maintain current scripts and reference materials within the Interactive Voice Response (IVR) system. The Offeror is expected to provide suggestions for improvements.

ACS will continue to use and maintain the current IVR scripts and reference materials. ACS has significant experience in providing suggested revised wording for PennDOT's approval, if required. A significant proportion of the current management team was part of the original IVR script writing team and as such brings to the table significant experience in the development and preparation of IVR scripts and reference materials. **(Sections III.c.4.d.3, III.c.4.g.c)**

33. Provide e-mail responses to customer inquiries and suggestions.

ACS provides e-mail responses to customer inquiries and suggestions within the response time required. While ACS responds to customer suggestions with an acknowledgement e-mail, all suggestions are forwarded to PennDOT for follow up and evaluation of the suggestion. **(Section III.c.4.d.2)**

34. CSRs who respond to customer e-mails must have strong written communication skills.

ACS understands that CSRs who respond to e-mails must have strong written communication skills. As such, ACS is proposing a staffing model that identifies e-mail

CSRs separately, since they must possess both strong verbal and written communication skills. All CSRs who respond to e-mails are required to undergo a written communication evaluation and are trained on the use of common responses which are pre-determined responses previewed for accuracy and customer service. These responses are used for the more common customer inquiries but are always tailored to the specific customer. **(Section III.c.4.d.2)**

35. Ensure at least 40 percent of customers calling the Customer Call Center are assisted through the IVR. All automated systems and services must be operational 24 hours a day, seven days a week for customers.

ACS will ensure that at least 40 percent of customer calls are assisted through the IVR system. For the past three years, the design used has resulted in an IVR containment rate of 45 percent or higher. All automated systems are, and will continue to be, operational 24x7x365 for maximum customer access. **(Section III.c.4.e.2)**

36. Provide CSR scheduling of non-commercial driver, commercial driver and Special Point exams on behalf of customers through PennDOT's Driver and Vehicle Services Web site or through a connection with PennDOT's systems.

ACS will continue to schedule exams for non-commercial driver, commercial driver, and special point examinations along with other exams that require scheduling via the PennDOT mainframe or PennDOT's Driver and Vehicle Services Web site. **(Section III.c.1)**

37. Through a connection to PennDOT's systems, ensure CSRs provide replacement license products that have been returned to PennDOT by the United States Postal Service when the products are unable to be delivered due to an inaccurate mailing address.

As is done today, ACS will use its connection to PennDOT's systems to ensure that CSRs will continue to process replacement license and motor vehicle products when they are returned to PennDOT as undeliverable or unclaimed.

38. Provide call monitoring for evaluation of CSR accuracy and correction.

ACS will continue to provide call monitoring for evaluation of CSR accuracy and correction. ACS uses call monitoring for evaluation of CSR accuracy, testing of certain knowledge components, and CSR development. The process ACS uses is documented and defined to ensure consistency and approval from PennDOT in the methodology used. Currently, ACS maintains an average 99.5% accuracy rate. **(Section III.c.4.e.1)**

39. Handle seasonal operations that will require the transferring of additional calls during specified time periods throughout the year, as dictated by PennDOT. Currently additional Apportioned Registration Program calls are taken by the Customer Call Center from April-June and additional school bus calls from July-September.

ACS will continue to provide staffing that can adjust to changing call arrival patterns, including calls transferred in for the Apportioned Registration Program and additional school bus calls. **(Section III.c.4.f.3)**

40. Provide the customer an option to be able to press "0" and speak to a CSR anytime within the IVR unless otherwise approved by PennDOT.

The current IVR system maintained by ACS offers customers the option to press "0" to speak to a CSR at any time during a call. This functionality will continue unless otherwise approved or requested by PennDOT. **(Section III.c.4.d.3)**

41. Send Customer Service Alerts (CSAs) to PennDOT via e-mail for internal investigation.

ACS has a documented procedure for Customer Service Alerts (CSA) submission, review, approval, and forwarding to PennDOT via e-mail to ensure that this 24-hour turn-around-time is achieved. ACS fully understands the critical timeliness required in receiving this customer feedback. **(Section III.c.4.d.8)**

42. Provide a disaster recovery plan. Include a high-level plan in your proposal.

ACS maintains a disaster recovery plan that is updated on an annual basis. A copy of the PennDOT Customer Care Center Business Continuity Plan is included with this proposal. ***(Section III.c.5.b and Appendix C, PennDOT Customer Care Center Business Continuity Plan)***

III. WORK PLAN

ACS State & Local Solutions (ACS) is pleased to have the opportunity to provide a description of a proven Customer Call Center solution that will continue to serve the customers of the Pennsylvania Department of Transportation (PennDOT) Customer Call Center. This solution has been built on the requirements of the current RFP as well as on our experience as the incumbent contractor serving the Commonwealth of Pennsylvania and fulfilling the goals of PennDOT since 2005.

ACS has been a leader in the call center outsourcing industry for more than 20 years. With nearly 33,000 agents in 150 customer call centers around the world, ACS employees handle in excess of one million customer interactions every day in 20 different languages. Combining more than two decades of transportation and customer

ACS CALL CENTER ADVANTAGES

- Unparalleled knowledge of the needs of PennDOT's customers
- 20 years experience
- 33,000 agents in 150 care centers worldwide
- 20 different languages served
- One million customer interactions daily

care experience with our current commitment to serving the citizens of the Commonwealth of Pennsylvania with the very best customer care possible, no one in the industry is better positioned to provide a superior Customer Call Center for PennDOT. ACS will continue to meet, and exceed, PennDOT's expectations for a state-of-the-art Customer Call Center.

III.a Overview

REQUIREMENT:

Describe in narrative form your technical plan for accomplishing the work.

- Use the task descriptions on the Work Statement 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.

ACS is the incumbent provider of services for the PennDOT Customer Call Center. As such, the Call Center is already in full operation, with limited transition or implementation tasks to be performed.

- **Task A – Systems Installation:** There is limited system installation required; all systems are already installed and fully operational, except for the set up of an Ultratec Superprint Pro80 Gold TTY to ensure 24x7 access.
- **Task B – CSR and Supervisor Training:** As the incumbent service provider for the PennDOT Customer Call Center, ACS already has in place a thorough and effective training program for our CSRs, Supervisors, and management staff. This training includes information review, screen review, and role-play interactive training. New hires are trained and certified before they are permitted to field customer inquiries. In addition, re-training is provided whenever a refresher is needed, as well as when information is updated or changed.
- **Task C – Systems and Operational Testing:** Since ACS is the incumbent service provider in the PennDOT Customer Call Center, all systems are already fully operational and require no additional testing with the exception of the TTY machine.

- **Task D – Operations:** Because ACS is already in compliance with PennDOT’s requirements for operation of the Customer Call Center, there are no major operational changes planned for the new contract. Therefore, no time line for implementing changes is needed. Any minor changes that are required by the new contract, such as changing office hours to match the 8:00 a.m. to 5:00 p.m. schedule specified in the RFP, will take place within 30 days of implementation of the new contract.

III.b Offeror Readiness

Requirement

Customer Call Center is required to maintain a monthly average error rate of 0.5 percent or less.

ACS has been operating the Customer Call Center since 2005. As PennDOT’s current partner, ACS has worked diligently to achieve an accuracy rate of 99.5% or better (reflecting an error rate less than or equal to 0.5%). In 2009, ACS proudly achieved this level of accuracy for the yearly average. We understand this stringent requirement and criticality of achieving this performance level, and we continued to effortlessly improve via modifications to the training curriculum, certification testing requirements, quality monitoring improvements, and CSR coaching work until the required level was, in fact, achieved.

Requirement:

Offeror to be able to take 100% of customer inquiries beginning immediately at the expiration of the current Customer Call Center contract period, which is 10/2/2010

As Pennsylvania’s current partner in the operation of the PennDOT Customer Call Center, ACS is already handling 100% of the incoming calls. There will be no interruption of service to PennDOT customers under the new service contract, and 100% of the incoming calls will be handled by ACS professional staff and IVR system from the first day of the new contract period.

III.b.1 Transition

Requirement:

A ramp-up approach will be required for a new Offeror to ensure a seamless transition with no interruptions of service. The ramp-up period will be as follows:

- Beginning Aug. 2, 2010, the Offeror will be required to take 20% of CSR and automated calls.
- Beginning Aug. 23, 2010, the Offeror will be required to take 50% of CSR and automated calls.
- Beginning Sept. 13, 2010, the Offeror will be required to take 80% of CSR and automated calls and 100% of e-mails.
- Beginning Oct. 3, 2010, the Offeror will assume 100% of CSR and automated calls and e-mails.

The Offeror shall be fully prepared to work with the existing supplier to ensure a seamless transition into the new contract period. The Offeror must maintain open communications with PennDOT on any issue involved with meeting the ramp-up requirements and the Oct. 3, 2010, full implementation date. The Offeror shall meet with appropriate PennDOT personnel in a timeframe as directed by PennDOT to gain a thorough understanding of how operations must be conducted in the Customer Call Center under the Offeror's management.

Because ACS currently works with the Commonwealth of Pennsylvania in the operation of the PennDOT Customer Call Center, no transition or ramp up will be required. PennDOT customers will continue to receive the same high-quality service they have received under the current contract without interruption. There will; however, be some transitioning required to address the proposed staffing and hours of operation changes, to incorporate the process of submitting notepads via e-mail, and complete modifications to reports to include additional information as required in this Request for Proposal.

Requirement:

At the end of this contract; in the event that Customer Call Center services will be secured with a new supplier or assumed by Commonwealth personnel, the Commonwealth may instruct the Offeror to:

- a. Perform a ramp down in service level at any time during this contract with 90 days written notice (the "Ramp Down Period") in order to provide for a smooth transfer of service. The Offeror will provide any reasonable telecommunications

- network provisions for call separation necessary to assure service for both the Offeror and the new supplier during this ramp down period; and
- b. Provide hard and soft copies of any data or materials owned by the Commonwealth, which may be in the possession of the Offeror. Copies of this data or materials are to be provided to PennDOT within the first 30 days of the Ramp Down Period.
 - c. Provide disposal service for all Systems hardware used at the Customer Call Center

Upon the conclusion of the contract and in the event that PennDOT secures services with another contractor, ACS is fully prepared to provide for a seamless transition with continuity and consistency of services as our primary focus. We will make every effort to ensure that the ramp down process is invisible to customers and that services are continued without interruption. ACS will provide for a ramp down of service with a 90-day written notice. We agree to provide any reasonable telecommunications network requests and hard and/or soft copies of any data or materials owned by the Commonwealth which are in our possession. In addition, ACS will assume responsibility for the disposal of all systems hardware used by the Customer Call Center.

Because our primary concern is the seamless provision of services to PennDOT customers, ACS will make available any personnel, documentation, or materials that may be required to complete the transition to a new contractor. ACS has provided PennDOT with a very high level of professionalism throughout the life of the current contract and this same level of professionalism will extend through a new contract to include all phases of transitioning to a new contractor at the end of our service tenure.

III.b.2 Systems

Requirement:

Details necessary to design the systems must be finalized and presented in writing for approval prior to implementing. Specific attention must be given on how proposed systems will access PennDOT databases and how security of the information retrieved from PennDOT will be handled.

As part of the security plan, the Offeror must complete a security assessment analysis to be approved by the Department and implemented by the Offeror.

The Offeror must document system designs and receive written approval from PennDOT's executive management prior to beginning any other tasks.

Because ACS is the incumbent, our systems are already compliant with all PennDOT security requirements. However, should PennDOT wish, we will undertake a full security assessment to ensure our continuing compliance.

Requirement:

Offerors delivering services/systems to agencies under the Governor's jurisdiction are required to comply with the IT Standards and policies issued by the Governor's Office for the Commonwealth enterprise. Any deviation must first receive written approval to do so from Department of General Services (DGS), PennDOT and the Office of Administration/Office for Information Technology's (ONOIT) Office.

As PennDOT's current partner in the Customer Call Center, ACS is very familiar with the Commonwealth's IT standards and policies. All of our services and systems are currently in compliance with those standards and policies and will be upgraded to match any changes required by the Commonwealth. We understand that any deviation must receive advance approval from PennDOT, as well as Pennsylvania's DGS and ONOIT offices.

III.b.3 Facility Location

Requirement:

The Customer Call Center facility where CSRs will be staffed may be located within a 40-mile radius of Harrisburg. The facility will be ready to take 20 percent of CSR and automated calls by Aug. 2, 2010 proposals that do not clearly state that the facility will be located within the mentioned boundaries may be rejected. Facilities must be approved by the Commonwealth. Any facility lease must be signed for the entire length of the contract within 30 days of the Notice to Proceed from the Agency Purchase Order. All facilities utilized must meet the requirements set forth in the Americans with Disabilities Act (ADA) requirements.

ACS will maintain the Customer Call Center facility at 6400 Flank Drive, Harrisburg, Pennsylvania 17112-2778, well within the 40 mile radius required in this RFP. This location is within 13 miles of PennDOT's Riverfront Office Center. Because of the risks that could accompany a move to a different location, this facility, which has already been approved by the Commonwealth, will be maintained in the new contract period. In addition, because this is the existing Customer Call Center facility, there will be no interruption of service, with 100% of CSR and automated calls managed immediately upon notice to proceed. The facility lease for the duration of the new primary contract will be renegotiated and signed within 30 days of the Notice to Proceed. This facility has been designed specifically to fulfill the needs of PennDOT, as well as all of the Commonwealth's security and access requirements, including those set forth in the Americans with Disabilities Act (ADA).

III.b.4 Security

Requirement:
Overview/Introduction

Security is one of ACS' key commitments. As an organization, we have an unbendable commitment to the security of our facilities, data, and employees. We make the same commitment to our client partners, with a guarantee that all sensitive material—such as customer data—will remain safe and secure. ACS ensures that physical and system access controls to the facilities and system software guard against theft, unauthorized access/use, fraud, viruses, and misuse of the systems or data. Prior to hiring, ACS subjects every candidate to stringent background screening to ensure that only the most trustworthy applicants are considered for employment. Every employee must sign a confidentiality agreement and complete training in ethics and the handling of proprietary information. This training is reinforced annually with required privacy and ethics refresher courses.

ACS employs a variety of safeguarding mechanisms for data, including controls over physical access to the facility and controls over access to systems. Issues that are addressed include data security, physical site security, computer hardware and software security, equipment security, data access, customer/user security, environmental security, and security during disasters or emergencies to recover and ensure business continuity.

As part of the implementation-related documentation, ACS has tapped into its vast resource of data security policies and procedures for other client locations and has customized them to fulfill the unique wishes and needs of PennDOT.

Physical security is another critical element of the service we provide. All entrances to the PennDOT Customer Call Center are, and will continue to be, protected with both key and cipher locks. Only persons with the proper access code are permitted entry. Access codes are disabled whenever an individual's employment has been terminated. Building security codes are also changed at regularly scheduled intervals or any time there are management staff changes. Keys are issued only to members of the management team. At every facility where ACS staff is employed, all ACS personnel are required to wear an ACS employee photo identification badge when on the premises. In addition, these facilities must maintain and enforce the use of a visitor log. This log must document the visitation of all non-ACS or agency personnel and be archived for a minimum of 12 months.

Once inside the Call Center, the primary safeguard related to system data is the policy governing the construction and modification of system user IDs and passwords. In order to access the system, the person will be required to provide authentication as a legitimate known user. The system will then authorize that person to perform certain system functions based on his/her role in the system. ACS will identify system roles for every ACS staff member accessing the PennDOT mainframe, Internet, IVR, and other Call Center systems. Only authorized personnel of the Commonwealth of Pennsylvania or individuals authorized via the ACS security clearance system will have the ability to see or access data displayed or stored in ACS system hardware.

This rigorous set of ACS guidelines for physical and system security will be a key provision in the protection of data and assets within the Call Center.

Requirement:

Facility Security: The Offeror shall provide a facility with solid core door construction, secured hinges, secured ceiling, dead bolt lock and interior construction adequate to store all documents to be submitted to the Department. Adjustments may be made in storage requirements if deemed desirable by the Department.

The current PennDOT Customer Call Center facility, which we plan on retaining under the new contract, has been equipped with solid core door construction, secured hinges, secured ceiling, dead bolt key locks, cipher locks, and interior construction to protect the security of all documents to be stored at this facility. We will continue to work with the Commonwealth to ensure that the security of data, files, equipment, staff, and visitors is maintained at a consistently high level.

Requirement:

Security Plan: The Offeror shall submit a proposed security plan for the method of security it intends to employ at their location(s) for safeguarding all equipment, images and application source documents, within 30 days of the Notice to Proceed from the Agency Purchase Order. Specific and comprehensive security plans for the location(s) shall be required. Such plans shall serve to maximize the security potential and minimize the security risk at each site. The Department shall approve all initial security plans and modifications made to security plans. Department approval on routine maintenance is not required. The security plan must include but is not limited to security of:

- Paperwork while on Offeror's premises.
- Paperwork subsequently transmitted to PennDOT.
- Software to be used.
- Any and all buildings (list each location separately and note any differences between facilities). Explain:
- Electronic security system to be used.
- External and internal doors (door construction, locks, and secure hinges).
- Secure windows.
 - Secure ceilings/roof.

As PennDOT's current partner, ACS has already ensured the safety of all equipment, images, and application source documents. However, in compliance with this requirement, we will submit a security plan to the Commonwealth for approval within 30 days of the Notice to Proceed from the Agency Purchase (unless the Commonwealth chooses to waive this requirement in light of our incumbent status). Our security measures were designed to maximize security and minimize risk related to the facility, as well as to any and all paperwork, software, and hardware. This plan will describe the physical security measures present in any and all buildings, detailing any differences between facilities.

Requirement:

IT Security: All IT facilities and resources must be controlled. IT facilities and resources include: data centers, computer rooms, telephone closets, network router and hub rooms, voice-mail system rooms, and similar areas containing IT facilities and resources. Protection measures include:

Separated, locked and designated as limited access areas.

Environmentally controlled to ensure operating conditions are within specifications for equipment located within the confines of the area.

Equipped with environmental and safety monitoring devices to ensure compliance with regulated or statutory requirements.

Inspected on a regular basis to ensure compliance with health, safety, fire, security and maintenance requirements.

Access to restricted IT facilities and resources is limited only to authorized persons.

The process for granting door keys or access cards for these facilities and resources is to include the approval of the person responsible for the facility or room.

Access cards and/or keys issued for access to restricted IT facilities and resources may not be shared or loaned to others.

Employees and business partners without the proper access credentials may be granted temporary access via verbal or signed orders when conditions require their immediate access, or visitor access is approved. These individuals:

- are to be recorded in the facility sign-in/sign-out log. This log will have appropriate language on each page, or otherwise prominently displayed, indicating the minimal visitor responsibilities associated with accessing the facility.
- are to be issued a temporary identification badge and required to wear it openly.
- are to be supervised at all times while in restricted areas by a party with authorized access to the IT facilities and resources.

Access records and sign-in logs are to be maintained and archived for routine review for a period of not less than one year.

No one is to be permitted to enter a controlled-access facility, area or room without being authenticated and having his/her privileges verified.

All entrances to the limited-access ACS facility are protected with both dead bolt key locks and cipher locks and only authorized persons with the proper access code are permitted entry. Access cards and door keys are issued only upon the approval of the individual responsible for that space. Access codes are changed whenever an individual's employment has been terminated, as well as at regularly scheduled intervals. In addition, piggy-backing, sharing or lending of access cards and keys is strictly prohibited. All employees are required to "badge" in whenever entering the facility. They also are required to wear their employment ID badges at all times. Keys are issued only to members of the management team. At every facility where ACS staff is employed, all ACS personnel are required to wear an ACS employee photo identification badge when on the premises. In addition, these facilities must maintain and enforce the usage of a visitor log. This log must document the visitation of all non-ACS or agency personnel and be archived for a minimum of 12 months. Server room security is further enhanced by limited access available only to the IT Manager and Program Manager. Furthermore, any vendors that require access to perform maintenance/service are required a separate server room visitor's log in addition to the facility visitor's log. Similar Harrisburg server room security requirements are also in effect in the Tarrytown server room and facility.

In addition to meeting all requirements for access and security, the ACS Call Center facility is equipped with environmental and safety monitoring devices to ensure it is completely compliant with all regulated or statutory requirements. Environmental controls are in place to ensure the proper operation and safety of all equipment located in the Call Center facility. All security measures, facility features, and data safety processes in place are inspected regularly to ensure continued compliance with all stated requirements.

In addition to authorized employees, the facility is also designed to handle employees and visitors to the facility. These individuals are allowed access to the facility only in strict compliance to all requirements stated in this RFP and must sign in and out, wear temporary visitor identification badges, and be supervised at all times while in the Call Center facility. Visitor records are maintained and archived for at least one year and no one is permitted to enter the facility unless they have been authenticated and their privileges verified.

III.b.5 Performance Bond

Requirement:

The Offeror must post security in a form satisfactory to the Commonwealth (a commercially recognized form of credit) in an amount of \$4 million for the first year and then \$1 million for each contract year thereafter. This must be completed within 10 working days of receipt of the Notice to Proceed from the Agency Purchase Order. The cost of the bond shall be the responsibility of the Offeror. The bond must be issued by a corporate surety authorized to do business in the Commonwealth, and made payable to the Commonwealth of Pennsylvania, Department of Transportation. **The bond must be renewed for each year of the contract within 30 days of expiration**

ACS understands the requirement to post and maintain a \$4 million performance bond for the first year, and a \$1 million performance bond for the remaining contract years. A performance bond has been in effect for the entirety of the current contract and will be continued for the duration of the new contract. The existing performance bond will be renewed for each year of the contract within 30 days of expiration at the respective amounts required.

III.c Tasks

ACS has carefully read all of the specific tasks detailed in Solicitation Number 6100013048. Our plans for complying with each specific component task are detailed in the sections that follow.

III.c.1 Task A: Systems Installation

Requirement:

The Offeror shall explain how their proposed systems will be able to meet the requirements of this RFP.

- Based on the contract requirements and PennDOT approvals, the Offeror must install all equipment and other components of the system that will allow customers to receive answers or access CSRs, who will address their vehicle and license questions.
- The Offeror must utilize PennDOT system inquiry screens when accessing customer information needed to create answers to customer questions.
- The Offeror must encrypt all data in flight via a VPN approved by PennDOT. In addition, in order to prevent the unauthorized release of PennDOT's data, the whole disk on any machine that accesses or contains PennDOT's data shall be encrypted.
- The choice of software is up to the Offeror; however, the minimum standard is 128 bit. The software shall leave the hard drive in an encrypted state if the parent computer is not properly logged on to.
- PennDOT reserves the right to require a higher level of encryption.
- The Offeror must implement an e-mail encryption system so all e-mail with personal information is encrypted, unless otherwise directed by PennDOT

As the incumbent service provider for the PennDOT Customer Call Center, ACS has already installed all of the necessary equipment and system components to ensure that Commonwealth customers can access and receive answers / information from CSRs thoroughly trained to answer vehicle and license questions. We will modify existing equipment to serve TTY customers 24x7.

PennDOT system inquiry screens are utilized when accessing the customer information needed to generate answers to customer questions. PennDOT system access is also utilized during training via the use of PennDOT approved training records, or for review of a call the trainee observed during shadowing that requires trainer guidance. In these situations, a log of this type of access is maintained and provided during the inquiry audit process.

Remote access to the ACS network is only allowed to authorized users through approved VPN access using a two tiered authentication scheme, which includes a predefined password coupled with a randomly generated password every 60 seconds through a secure token. The two must work in conjunction for system access to be granted. For the purpose of this project, VPN access is only authorized for the site Program and IT Managers, and is only utilized when accessing the ACS network.

ACS currently encrypts all production floor, training, and mobile machines. ACS uses a 256 bit key, which is higher than the industry standard of 128 bit. We understand and accept that while PennDOT does not specify the software to be used, they do reserve the right to require a higher level of encryption.

ACS currently has in place an e-mail encryption system that automatically scans e-mail for indicators that personal information is included in the text (e.g., a “PGP” notation in the subject

line). Personal information is also removed from the text, as requested by PennDOT, when responses are sent to customers via e-mail.

Please see Section III.c.2 for a listing of hardware and software that will be used in the Customer Call Center.

Requirement:

Connection to the Department's mainframe will be accomplished through a TI frame relay connection to the Commonwealth's external business partner router. There are two ways this can be done:

- Option 1 -The Offeror can provide and pay for their own TI circuit between their facility and the OA ran co-location facility at CTC in Harrisburg where they will need to install a Cisco router. The Offeror's router would then connect to the business partner router. A co-location fee of approximately \$500 per month* will be charged to the Offeror from OA. The router purchase, installation, configuration, maintenance and management will be the Offeror's sole responsibility.
- Option 2 -The Commonwealth can provide the circuit to the Offeror's location. Fees of approximately \$500 per month* for in state and \$1,300 per month* for out-of-state connectivity will be billed directly to the Offeror from the telecommunications provider currently Level 3. No extra router is required at the co-location site for Option 2. The Offeror will be responsible for all wiring from the circuit DEMARC at their location to their router. The Offeror will also be responsible for purchase, installation, configuration, maintenance and management of their site router. Fees are subject to change when DGS Telecommunications contract is renewed.
- These are the current costs with the existing provider. The Commonwealth is in the process of awarding a new contract for these services. Any changes in costs or connection options will be shared with the Offeror when the information becomes available.

Option 1: ACS currently owns the end-to-end circuit from the PennDOT CCC to the PennDOT data center. PennDOT houses an ACS owned Cisco router at this data center that is managed and maintained solely by ACS.

Requirement:

PC work stations and printers can be installed on a LAN (Ethernet is reconnected). A 3270 emulation product, such as Attachmate Extra Office 3270, is required on each PC workstation. A Cisco router is required at each Offeror's site. The TI connection, router installation, router configuration, assigning IP addresses, network management, etc., customizing maintenance will be the responsibility of the Offeror. In addition, at the sole discretion of Penn DOT, the Offeror may be required to connect to the Department's Imaging Server in order to view documents to assist with phone calls and e-mails. All Commonwealth Communications Security standards must be followed.

ACS currently maintains its own Cisco network equipment, as well as other network equipment, at the Customer Call Center facility in Harrisburg. Each PC has access to a licensed TN3270 variant emulator to allow Call Center staff to connect with the PennDOT mainframe.

Requirement:

When decommissioning equipment during the term of this contract, or upon contract termination, the Offeror must sanitize and/or destroy system hard drives, removable media, and hand-held devices in accordance to data cleansing IT Standards and policies issued by the Governor's Office for the Commonwealth enterprise.

Security of information is an ACS corporate mandate. Therefore, we agree that prior to disposal of decommissioned equipment, we will sanitize and/or destroy any system hard drives, removal media, or hand-held devices in accordance with the IT standards and policies issued by the Governor's Office for the Commonwealth enterprise.

Requirement:

All supervisors and CSRs must have access to the PennDOT Driver and Vehicle Services Web site for the purpose of assisting customers. This may include assistance with or processing of e-government transactions such as driver's license and vehicle registration renewals, address changes and scheduling driver tests.

All ACS staff members at the current PennDOT Customer Call Center have full access to the PennDOT Driver and Vehicle Services Web site as well as the State Portal. We understand that required assistance may include scheduling of driver tests, address changes, and driver's license and vehicle registration renewals. This access will continue uninterrupted for the new contract period and will include assistance with all items specified in this requirement. ACS will continue to utilize PennDOT's E-CAM module to contribute to customer assistance in identifying and troubleshooting customer issues. Access to PennDOT's Web site is also a key reference when

assisting e-mail customers who initiated their contact with the Customer Call Center as a result of utilizing PennDOT's website.

Requirement:

The Commonwealth owns the rights to the 800 numbers of the Customer Call Center. These numbers will be provided to the selected Offeror; however the Commonwealth will assume no costs related to these 800 numbers. The selected Offeror assumes full responsibility for directing and redirecting 800 telephone numbers as necessary. The current carrier for the 800 numbers is AT&T. Offerors must provide all other services to complete the identified work. Omissions become the responsibility of the Offeror. The Offeror will have the option to utilize the Commonwealth's current toll free inbound service vendor for these services. The current contract with AT&T expires August 2010. The Commonwealth is in the process of awarding a new contract and will provide information to the Offerors as soon as it is available. The Offeror is required to coordinate all telecommunications aspects that are needed to meet the requirements of the RFP.

As the incumbent service provider for the PennDOT Customer Call Center, ACS understands and accepts that the rights to the 800 numbers in use in the Call Center are owned by the Commonwealth of Pennsylvania. ACS further understands and accepts that the Commonwealth will assume no costs related to the use of these toll-free telephone numbers. We accept full responsibility for directing and redirecting 800 telephone numbers as necessary, for providing all other services required to complete the identified work, and understand that any omissions are our sole responsibility. ACS further understands that a new contract for toll free services is under negotiation, as the current contract with AT&T expires in August 2010; and that the Commonwealth will provide information on the new service provider once it is available. Finally, it is the sole responsibility of ACS to coordinate all telecommunication aspects of this project in fulfillment of the requirements of the current RFP.

Requirement:

If the Commonwealth decides to use toll-free numbers, the Offeror must provide a toll number for out-of-state callers unless the Offeror is able to use the existing Customer Call Center toll Harrisburg number of (717) 412-5300. The Offeror must provide toll capacity sufficient enough to accommodate up to 10 simultaneous out-of-state callers at any time.

As the incumbent service provider for the PennDOT Customer Call Center, ACS will continue to use the current 717-412-5300 phone number to service out-of-state callers. The capacity ACS currently offers allows 49 simultaneous out-of-state callers at any time. This volume was identified for best serving the out of state customers as well as requirements needed to fulfill customer access rates requirements.

Requirement:

If the Commonwealth decides to use toll-free numbers, the Offeror must use PennDOT's existing toll-free numbers and pay all costs associated with the use of the toll-free numbers. PennDOT retains "ownership" of the toll-free numbers. The existing Customer Call Center has a total of 11 toll-free numbers owned by the Department. The current toll-free service lines are made up of 32 T-1 lines. Any costs transferring these lines to a new location will be paid by the Offeror. The total cost associated with toll and toll-free lines in 2008 was approximately \$623,000.

As the incumbent provider, ACS is currently using PennDOT's existing toll-free numbers, and will continue to do so under the new contract. There currently are 11 toll-free numbers, all of which are owned by PennDOT. This will remain unchanged in the future. Because ACS is the current service provider and the current facility will be maintained, there will be no need to transfer the 32 T-1 lines to a new location.

III.c.2 Task B: CSR and Supervisor Training

Requirement:

Introduction

As PennDOT's current partner in the Customer Call Center, ACS already has in place a thorough and effective training program for our CSRs, Supervisors, and management staff. This training includes information review, screen review, and role-play interactive training. New hires are trained and certified before they are permitted to field customer inquiries independently. In

addition, re-training is provided whenever a refresher is needed, as well as when information is updated or changed. The effectiveness of this training plan is evidenced by the fact that in 2009 we experienced a 93% success rate for CSRs taking the certification test. Further evidence of the effectiveness of this program is our 99.5% accuracy rate. This already proven and effective training plan will continue to be used under the new contract.

Requirement:

In cooperation with PennDOT representatives, the Offeror shall train all personnel who will be involved with the operation of the services. The Offeror shall use a train-the-trainer approach. The Commonwealth will provide a one-time training covering driver license and motor vehicle topics that will take place in Harrisburg for up to 15 Offeror employees, which must include the Offeror's trainers.

As the incumbent, it will not be necessary for the Commonwealth to provide additional training to our employees as they are already well educated in driver license and motor vehicle topics.

Requirement:

Training materials are the Offeror's responsibility. Please be sure to provide the level of support anticipated from PennDOT on the training effort. This would include the number of people and the time duration and commitment expected.

We do not anticipate the need for training materials or training support based on the information that exists in the notice to proceed. However, should new legislation or procedures be introduced during a later part of the contract term, ACS may request that PennDOT provide advance training materials or train-the-trainer sessions on the new subject matter in order to ensure complete and accurate understanding, as well as opportunities to ask questions prior to call handling.

Requirement:

The Offeror's CSRs shall be trained so that each person has the necessary tools and authority to handle situations to completion on first contact. The Offeror's CSRs must handle difficult calls or angry customers without the need to transfer the difficult customer to PennDOT. Please describe how the Offeror will provide these services.

CSRs will receive training in general customer service techniques with approximately three hours of training dedicated to working with difficult customers. CSRs needing additional assistance with angry customers will have the internal support of our Senior CSRs and management staff via the Assist process. These senior staff members have been trained on how to deal with upset callers. Initial training is designed to incorporate all facets of the call handling process to ensure a CSRs comfort level and ability to handle calls to completion on the first contact.

Requirement:

This task will require extensive and complex training and the Offeror is urged to begin training as early in the contract as possible. The Offeror must understand that PennDOT will only participate in the initial training in this project and that the Offeror must provide all subsequent training. The Offeror must provide a comprehensive training plan in the proposal. Provide details on what additional training will be provided beyond required motor vehicle and driver's license training. Explain what methods of training will be used (lecture, self-directed, etc).

As the incumbent, we are prepared to provide all training without additional assistance from PennDOT based on information that exists in the notice to proceed. Our staff is already functional and has been trained on motor vehicles and/or driver licensing as well as customer service techniques and general office skills that are necessary to meet contractual obligations.

Requirement:

- The Offeror shall maintain electronic desktop training/reference materials to be used by CSRs, Customer Call Center personnel and the Department and contain all information needed to respond to customer inquiries.
- The electronic desktop training/reference materials should be designed to be user-friendly and Web-enabled for possible customer and Department use.
- The current information modules are owned by the Department and will be utilized by the selected Offeror. Currently, PennDOT provides information in Word format.
- The Word document must be converted to the Offeror's electronic desktop format (RoboHelp). Refer to Appendix J-Call Center Reference Module.

- In addition to being made available to the CSRs, the formatted information is provided back to PennDOT and able to be accessed by PennDOT staff for reference.
- In your response,
- Identify what hardware and software the Offeror deems necessary for PennDOT to access the Customer Call Center's electronic reference materials.
- Identify the hardware/software capabilities and requirements without any cost information in the technical proposal.
- PennDOT would prefer to continue to utilize RoboHelp or some other no-fee software to access the reference materials.
- If proposing an approach other than RoboHelp, explain why PennDOT would benefit from using the proposed approach and how training of PennDOT staff would be accomplished.
- If there will be any hardware/software costs for PennDOT staff to access the Offeror-formatted reference material utilized by the Offeror's staff, include any and all costs in your cost proposal.
- Offeror should describe how PennDOT staff may benefit from using the proposed approach but the Offeror shall not include any costs in their technical submittal.
- The Offeror must implement a CSR knowledge certification program and test, approved by PennDOT.
- Any employee not passing the knowledge certification test shall not be utilized as a CSR.
- The program shall be detailed in the proposal.
- The Offeror must evaluate the certification program to ensure it is meeting customer service and accuracy goals annually.
- Please provide a chart and implementation schedule that will accommodate all training that all personnel are trained and ready to begin accepting calls on August 2, 2010, or when the Offeror must begin accepting calls.

ACS will provide and maintain all software and hardware needed to operate the Customer Call Center, including:

- **Software:**
 - Microsoft Office Suite, including Outlook, Visio, and Project
 - Rumba
 - Avaya CMS Supervisor 15.0
 - Avaya Site Administration
 - NetSatisfaxtion
 - TimeClock Plus 5.0
 - Witness TDM Viewer
 - RoboHelp 8.0
 - Adobe Acrobat Professional
 - Observance Monitor
 - PGP Desktop
 - McAfee Antivirus
 - Dameware (for remote PC monitoring software)
 - TTY
- **Hardware**
 - Avaya PBX Telephony equipment
 - HP DL585 Dual Core Opteron - Files Server/Fax Server/primary DC/Primary DNS
 - HP DL380 Quad Core Xeon - Backup Server/redundant DC/redundant DNS/Print Server
 - HP DL380 Quad Core Xeon - SUS Server
 - DL380 G6,1xE5220(2.26Ghz) Xeon - Witness Server
 - Cisco Routers
 - Desktop PCs
 - Laptop PCs
 - IVR

- Telephony equipment, including voice telephones, text telephones and headsets

ACS understands and accepts full responsibility for providing electronic desktop training and reference materials that are user-friendly and Web enabled. Such training and reference materials already exist and will continue to be used and updated as necessary.

We will use RoboHelp 8.0 on PCs to maintain all electronic desktop training and reference materials. This application converts Word documents to HTML format. The materials will be provided to PennDOT via a RoboHelp CD for loading on individual PCs and accessible via the Commonwealth's resident equipment and software. In addition, the materials will be provided to PennDOT for their reference. There is benefit to PennDOT in this approach as RoboHelp is the current electronic desktop reference in place today. PennDOT would be able to continue to utilize this resource, requiring no additional training or transitioning to a new electronic desktop resource.

ACS has a certification program that ensures that the training materials are regularly meeting performance requirements. Because we are the current service provider, all personnel are already trained and will continue accepting 100% of incoming calls under the new contract. The certification test is evaluated annually in conjunction with the annual certification testing requirement. The certification test evaluation assesses information that may have changed, been added, or was not previously included in the certification test. The assessment also looks at questions that might appear too easy or unclear. ACS has annually submitted recommendations for changes to the certification test to ensure the test is a reflection of the current responsibilities of the CSRs and is an accurate assessment of their ability to perform their job functions once in production.

III.c.3 Task C: Systems and Operational Testing

Requirement:

The awarded Offeror shall design a system test that demonstrates to PennDOT the mechanics of the system are fully operational, the Offeror can handle the expected volumes, and personnel are capable of responding to customer questions in a professional and helpful way. A description of the test must be provided to PennDOT in writing in advance of any actual test.

As ACS is the incumbent service provider in the PennDOT Customer Call Center, all systems are already fully operational with the exception of enhanced TTY equipment and require limited additional testing. Our access rate has averaged greater than 99% for the past three years and has never fallen below the 95% expectation. This access rate attests to the fact that our system can handle the expected volume of calls which in turn allows our CSRs to respond to customer questions in a professional and helpful manner.

Requirement:

PennDOT must approve the Offeror's proposed test plans). The plans should include, but not be limited to a description of testing of all IVR pre-recorded messages and pathways, IVR applications, ACD operability, ACD messages, TDD, e-mails, reports, etc. The plan should explain all system redundancies and describe how the testing of system redundancies will mimic issues occurring in live operation. The Offeror must also provide a schematic or system analysis of how you plan to handle the anticipated volumes and how stress testing would be executed to validate the systems can accommodate the customer demand. The plan must allow for multiple rounds of testing to be completed with all issues resolved at least one week prior to Aug. 2, 2010.

As the incumbent service provider, the current system is fully operational and is already satisfactorily handling all of the requirements identified in this section. Because this is not a start-up implementation, limited additional testing will be required for the TTD machine to provide 24x7 access.

Requirement:

Testing must be conducted with at least one PennDOT representative participating. PennDOT reserves the right to independently test systems in addition to Offeror testing. PennDOT personnel will place calls and send e-mails to evaluate the content of responses to questions and to test the Offeror's system performance.

Because ACS is PennDOT's current Customer Call Center partner and limited changes in the systems are anticipated under the new contract and limited additional testing will be needed to ensure the viability of the Call Center. These additional changes and testing are a result of the TTY.

Requirement:

If testing demonstrates any problems, the Offeror must correct the mechanical, software, procedural or personnel issues and demonstrate the system to PennDOT in a fully operational condition.

ACS anticipates limited additional testing for the TTY to be needed. No additional testing will be required on already functioning systems. However, if changes are implemented that would necessitate additional testing, ACS will correct any problems that are found.

III.c.4 Task D: Operations

Requirement:

The Offeror shall describe how Customer Call Center's customer service and access to information is to be addressed primarily through technology and automation, with CSRs available to handle complex customer questions and individual specific customer needs. The Offeror should also describe how service access is to be maximized with the use of technology to address growing customer demands while minimizing costs

The approach identified throughout this proposal is keenly focused on the desire to provide information primarily through technology, with Customer Service Representatives (CSRs) serving those customers with more complex or unique needs. Our key focus on the use of technology is accomplished through IVR and the enhanced self-serve options that were implemented during the course of the current ACS contract.

III.c.4.a Customer Service and Access

Requirement:

- This description should include answers to questions such as:
- How will equipment and technology be used to address customer inquiries?
- How many employees will be used, and how will they be used?
- Provide an organizational chart of your company.
- Describe in narrative form how each classification will be utilized under the project in the technical submittal.
- Include in Appendix O-Direct Labor Breakdown, the job classification of each classification of personnel which will be hired for the project, the number of hours for each job classification, per fiscal year. Appendix O-Direct Labor Breakdown will be utilized to evaluate your company's staffing projections and submitted with your company's technical response. No cost projections or references are allowed.
- Appendix D-Cost Submittal Worksheet will include Direct Labor Costs which shall be submitted as the separate Cost Submittal response and will be utilized to evaluate the cost portion of your company's response.
- How will the CSRs be recruited and hired? What approach will be used to ensure retention of CSRs?
- How will CSRs be trained; what will the training program include, and how will it be deployed?
- How will customer complaints be handled? Include complaints about a CSR or situations requiring escalated resolution
- How will discrepancies and errors be handled when PennDOT notifies the Offeror there was a situation that was handled poorly or incorrectly by a CSR?
- How will data be gathered, analyzed and communicated?
- How will the Customer Call Center know it is performing at desired service levels? What will be key performance measures for the Customer Call Center?
- How will performance be monitored?
- How will performance be corrected?
- How will the Customer Call Center achieve customer access requirements?
- How will the Customer Call Center handle seasonal peaks?
- Explain how your proposed approach will be different if toll-free service is or is not used for the items listed above.

III.c.4.a.1 Staffing

ACS has designed a staffing model that will allow required performance and operational metrics to be met along with optimizing staff in customer serving roles and providing internal advancement opportunities to contribute to retention efforts. In total, the staffing model proposed for the current toll-free environment is comprised of 128 positions (including direct and contractor staff), 99% of which are capable of serving customers in some fashion if needed, such as on projected high-volume call days.

One hundred eight (108) positions (including direct and contractor staff) will be dedicated to CSR roles. There are four CSR roles in total, including: CSR, E-mail CSR, bilingual CSR, and Sr. CSR. The CSR position will fulfill the core Customer Service Representative job responsibilities focused solely on handling inbound English calls. E-mail CSRs will handle incoming calls as well as e-mail responses from PennDOT's Web site. Bilingual CSRs will serve English and Spanish-speaking customers and e-mails that require a response in Spanish. Sr. CSRs will handle internal escalation calls for CSRs with questions on call handling as well as level one and level two customer escalation situations.

Customer Care Team Coaches, or Work Leads, will be dedicated to assisting in level three call escalation situations and will remain mostly dedicated to the evaluation, development, and progress of CSRs on their respective teams. Work Leads are also responsible for conducting official and unofficial observations for the quality monitoring process.

Supervisors will be dedicated to the exempt-level responsibilities of corrective action and policy administration for the Work Leads and CSRs on their respective teams, handle level four situations in the call escalation process, and coordinate surveys and analysis required for PennDOT meetings when required. Supervisors will also supplement the quality monitoring process and assist with observations as needed.

A Customer Care Analyst will be responsible for daily, weekly, and monthly reporting to PennDOT and will also be responsible for phone reporting research and analysis. The Customer Care Analyst will also focus on reporting and analysis from our CMS system to identify trends and variance in performance and call handling. A Customer Care Assistant will be primarily responsible for the review and approval of notepads prior to their transmission to PennDOT.

The Assistant Customer Call Center Manager (Operations Manager) completes the operations team and is responsible for the staffing and performance of the staff described above. The Assistant Customer Call Center Manager is also responsible for coordinating the inquiry audit process and researching customer complaints that require higher-level review and assessment. The Assistant Customer Call Center Manager handles the fifth and final level in the call escalation process.

The IT Administrator is responsible for ensuring all technology and telephony equipment remains functional, promptly addresses any problems to ensure systems remain available for use, and coordinates upgrades and maintenance on all systems. The Help Desk Assistant will be responsible for day-to-day computer problems, network revocations, e-mail set up, new user computer set up, and provide documentation assistance to the IT Manager should there be a technical or telephony outage.

The Finance Manager is responsible for tracking performance against contract requirements, tracking any liquidated damages, employee payroll processing and submission, staffing, and budget forecasting. The Payroll Assistant will be responsible for day-to-day payroll system corrections, time-off request processing, attendance tracking, and scheduling.

The Training Coordinator (Learning and Development Manager) is dedicated to initial training oversight, PennDOT knowledge continuation coordination, professional development training, and the annual certification process. The Training Coordinator will also share responsibilities with the Learning and Development Specialist in the processing of module updates within the three-day timeframe after receipt from PennDOT, and they will ensure proper dissemination to the employees for accurate information exchange with customers. The Learning and Development Specialist will also be responsible for conducting 50% of the initial training classes.

The QA Analyst is responsible for the majority of official observations for the quality monitoring process required for assessing Call Center accuracy and customer service. The QA Analyst is also responsible for conducting monthly call calibration meetings, of which one per quarter is hosted for PennDOT attendance, to ensure consistency in the quality monitoring process. The program management team is completed with the Senior Administrative Assistant and Customer Call Center Manager (Program Manager) positions. The Senior Administrative Assistant is responsible for client policy compliance in regard to background check approvals, annual policy acknowledgements, and a multitude of various analyses in addition to the change of address and fulfillment processes and productivity. The Customer Call Center Manager is ultimately responsible for the performance of all departments: Operations, Training, Quality Assurance, Finance, Admin, and Technology to ensure symmetry in creating an atmosphere of teamwork and contract performance. The Customer Call Center Manager also initiates varying internal audits as a check and balance of processes and policy compliance, and serves as the primary point of contact for personnel issues. It is the responsibility of the Customer Call Center Manager to understand, respond, and predict the expectations of the client in regard to contract requirements and service provided to customers by ensuring internal and external customer expectations are in alignment for success. **Appendix O, Direct Labor Breakdown** is included in the Cost Proposal submission.

III.c.4.a.2 ACS Organizational Chart

The organizational chart below, **Exhibit III-1**, displays the overall structure of the ACS transportation lines of business.



Exhibit III-1. ACS Organization Chart.

This chart displays the overall structure of the ACS transportation lines of business.

The organizational chart of the PennDOT project is included in **Exhibit III-2** below.

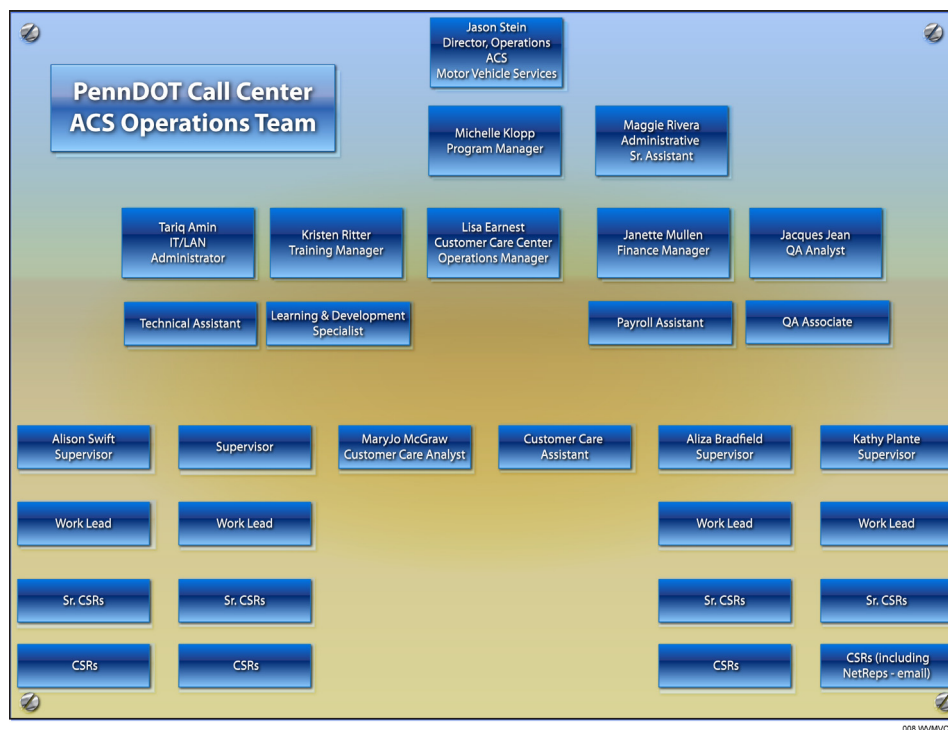


Exhibit III-2. ACS PennDOT Call Center Organization Chart

This chart displays the overall structure of the ACS PennDOT Call Center Operations Team.

III.c.4.a.3 Employee Recruitment and Hiring

Candidate sourcing is achieved through various means including newspaper advertisements, job site postings on the Internet, posting on the Commonwealth's Workforce Development System (CWDS), employee referrals, and temporary agencies. All direct-hire candidates are required to apply through the ACS Web site to ensure recruiting compliant procedures for all applicants. Resumes of direct-hire applicants are reviewed by the Operations Manager and an ACS recruiter to assess their qualifications for a CSR position. Selected candidates, whether direct hire or contingent labor, are scheduled for in-person interviews. Those who interview successfully must pass a PA PATCH and national background check. ACS direct hires, or contingent laborers that are converted from temporary to permanent employment are required to take and pass a drug screen prior to being employed in the Call Center.

Contingent laborers are evaluated for permanent hire based upon a core set of performance standards. The performance is evaluated for conversion consideration after ninety (90) days, through a six month period at which time a final hire or terminate assignment decision must be made. ACS recognizes that retention in the Customer Call Center for PennDOT has a direct correlation to service level agreements such as accuracy and customer service expectations. As such, ACS uses various approaches to ensure retention of staff. Successfully performing job responsibilities has a direct correlation on retention and as such, ACS provides continuous coaching and monitoring to aid CSRs in performance success. Internal opportunities such as working on e-mail or promotions to Sr. CSR positions also contribute to retention of staff. During the current contract term, ACS implemented two strategies that had a profound impact on employee retention. One was the introduction of job diversity opportunities. These opportunities allow a CSR to fulfill another call center related activity such as a training SME to review training records with trainees to reinforce the interpretation of the various mainframe screens, change of address processing, or mailroom fulfillment. The other significant retention process we put into place was a dedicated Assist (internal Help Desk) for new graduates for a period of four weeks after training graduation. The diversity and special attention given to new graduates has resulted in significant improvement in our retention. Incorporating positive work environment processes such as flexible scheduling options, employee recognition, team-building activities, and opportunities for additional professional development training are also key to our retention efforts and results.

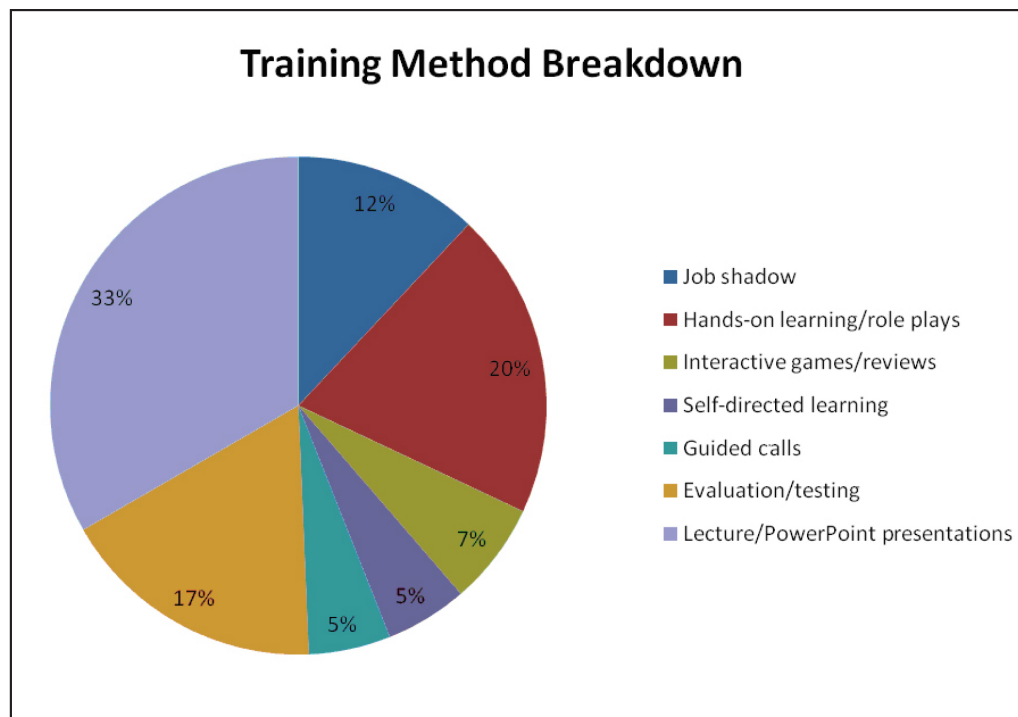
III.c.4.a.4 Employee Training

New employees will be taught either Driver Licensing or Motor Vehicles based on operational needs and customer demand. Training will take place primarily in a classroom environment and will be facilitated by the Learning and Development Manager or the Learning and Development Specialist. Training will be facilitated via classroom lectures and PowerPoint presentations, hands-on learning and role plays, job shadowing, and discovery learning methods (see chart below). Trainees will be evaluated daily to determine individual comprehension and competence. In addition to the PennDOT module content, CSRs will be trained on effective ways to search RoboHelp and how to find and interpret records in PennDOT's customer database. Customer service techniques will also be taught, including:

- Effective listening
- Call management skills

- Dealing with difficult customers
- Professionalism
- Telephone etiquette
- Responding to complaints

After proving mastery in their first skill set, employees will be cross-trained in the remaining skill set (Driver’s Licensing or Motor Vehicles). The average waiting period before cross training is six to eighteen months. Cross training will follow the same curriculum as initial training. See *Exhibit III-3* for the Call Center training method breakdown.



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Exhibit III-3. Training Method Breakdown.
Training will be facilitated via multiple learning methods.

III.c.4.a.5 Customer Complaints

ACS has a documented process for handling customer complaints to ensure consistency and policy compliance for each situation. Complaints regarding PennDOT personnel or locations are documented in a defined format and submitted to PennDOT’s Call Center Program Manager via e-mail for PennDOT follow up. In situations where the complaint is received via e-mail, the customer’s exact e-mail is forwarded to PennDOT’s Call Center Program Manager for investigation.

In cases of complaints about CSRs, ACS has a documented process similar in nature to the process for PennDOT-related complaints. All employees have the opportunity to provide customer feedback with anonymity to allow ACS Work Leads and management to investigate customer complaints regarding CSRs. When enough detail is provided, we use our call recording system to substantiate the customer complaint. If substantiated, corrective action or counseling

takes place. ACS dedicates an equal level of attention to customer compliments regarding CSR performance. It is as critical that we reinforce the positive as it is to work on areas needing improvement. During the third quarter of 2009, the Call Center served 505,540 calls. Of that volume, we received 17 (0.003%) CSR-related complaints; and 29 (0.01%) CSR-related compliments. While ACS will never cease efforts to reduce CSR related complaints, it is a testament to our efforts that more customers take the time to relate feedback for CSR compliments. In all cases, the CSRs handling the calls regarding customer complaints are required to do so with neutrality. Defensiveness or assuming guilt on the part of the CSR or PennDOT employee is not permitted. The key is to acknowledge the complaint, apologize, and assure the customer that the situation will be researched for follow up and further action.

For situations that require escalation, ACS has an Assist (internal Help Desk) procedure that utilizes a five-tier escalation approach for handling calls (“supervisor calls”) that require assistance beyond a CSR. The Assist staff is comprised of Sr. CSRs that have proven performance in PennDOT knowledge and customer escalation handling. The escalation process encompasses five tiers to provide adequate levels of assistance for independent customer escalation handling. The five tiers include: Sr CSR, Customer Care Team Coach (Work Lead), Supervisor, and Assistant Customer Call Center Manager. This process has proven to be successful in call escalation, resulting in limited calls requiring escalation beyond tier two. While it is always our intent to handling escalated call situations internally, ACS recognizes that there are certain customer situations that may require assistance of PennDOT staff, whether through priority notepads, or calls to the liaison or research units. The volume of calls requiring PennDOT assistance is minimal, and indicative of ACS’s ability to handle call escalation situations internally.

III.c.4.a.6 Discrepancies and Errors

ACS is committed to ensuring that employees provide the highest levels of customer service through adherence to PennDOT’s Customer Service Policy as well as its own 10-point customer service scale. When possible, ACS management researches situations by listening to the call via the call recording system and coaches the CSR with regard to the poor performance or opportunity for better call handling. In extreme situations, a poorly-handled call could result in disciplinary action, up to and including termination. Discrepancies or errors which result from unclear information in the modules will be brought to PennDOT’s attention for future clarification. Errors that constitute a matrix violation or a significant violation of PennDOT’s Customer Service Policy will be addressed through ACS’s corrective action process. Feedback is always provided to PennDOT with regard to the action taken by ACS when the situation is communicated to us through PennDOT.

III.c.4.a.7 Data Gathering, Analysis, and Communication

Data management for the purpose of running an effective call center operation is key. Data is gathered to provide the necessary information in the reports required on a daily, weekly, and monthly basis to PennDOT. Data is measured to evaluate retention in correlation to a specific Work Lead or Supervisor. Data is gathered to monitor customer feedback, customer call escalation requiring PennDOT assistance via the priority or liaison contact processes. Data for escalated call situations, or even notepad performance is communicated internally for

performance evaluation, and is also shared with PennDOT for their knowledge, input, or suggestion.

Call data is a critical component to our operation. Call data allows us to evaluate trends in call arrival patterns, track interval performance through the course of each day to ensure we are on target at each interval throughout the day to meet the service level agreements of customers served by CSR, average speed of answer, and access rate. This information is communicated throughout the course of every business day to ensure all staff are aware of current day performance, and any modifications that may be required to ensure performance requirements. Call data also provides the information needed when planning for high or low call volume days so that staffing can be modified respectively.

III.c.4.a.8 Performance Measures

All performance is measured against the service level agreements identified in Appendix G, Liquidated Damages. As indicated above, we measure certain performance areas such as total calls handled, access rate, and average speed of answer at interval periods throughout each business day. Accuracy is monitored throughout the month, and weekly progress reports are distributed until the 100% completion of all observations is complete. We also measure performance in respect to customer and client feedback. Successful and accurate reporting, identifying areas for correction or modification such as information modules or IVR scripts, and customer service performance are also performance areas that we evaluate and track to identify if we are meeting expected performance measures.

III.c.4.a.9 Performance Monitoring

Performance is monitored through various means. The quality observation process provides the avenue for monitoring CSR accuracy and customer service, and is done through varying observers to ensure fairness and consistency in employee evaluation. We also utilize CMS to monitor performance in the areas of average talk time or calls per hour to ensure there is a balance of quality and quantity in our performance. Every CSR is also provided a monthly and quarterly report card to outline individual performance, and the same core performance criteria are evaluated for Work Lead and supervisor team performance. System performance is monitored through occasional call testing to the IVR, TTY, and ACD.

III.c.4.a.10 Performance Correction

ACS has a progressive disciplinary process that in normal situations, escalates from employee counseling, to verbal, written, and final written warnings. ACS does implement zero tolerance policies such as unauthorized system access, violation of data privacy policies, or other severe violations that could warrant immediate termination from the call center project. It is always our desire to utilize the progressive disciplinary process to aid in the success of an employee, but also recognize the situations when implementing higher escalation or termination is warranted.

III.c.4.a.11 Customer Access Requirements

Customer access is ultimately achieved by having the proper balance of data line availability and staffing. ACS understands that accessibility is of great importance to customers. As such, we continue to evaluate not only the volume of calls that are capable of being handled

simultaneously, but the staffing that is required at each interval throughout the day. ACS' network and communication systems are designed to meet the 95% customer access requirement, and has consistently exceeded this access level for customers since 2006. In addition, customer access will also be achieved through the 99.8% system availability requirement needed for customers to access the IVR, TDD, and CSRs in order to receive responses to inquiries.

III.c.4.a.12 Seasonal Peaks

The call center continues to plan for and adjust for seasonal peaks. For example, we are fully aware volumes are highest after a Monday holiday, and adjust staffing and work assignments to utilize a "all hands on deck" approach, whereby management may handle some CSR tasks such as mailroom fulfillment, reporting, or change of addresses, to ensure every CSR capable of handling incoming calls is solely focused on that aspect of their job. Seasonality also affect the call center when increases are expected mid-year for the handling of apportioned registration calls, which is then immediately followed by school bus calls. Seasonal peaks also work in the opposite direction in regards to lower call volumes, which tend to be anticipated toward the latter months in the year. As such, ACS has identified various time off policies that will ensure optimal staffing during busy months, decreased staffing during lower call volume months, and as always, this is coupled with call arrival pattern and volume predictions to ensure adequate staffing volumes and coordinating schedules.

III.c.4.a.13 Toll-Free Service

If PennDOT decides to stay with the current toll-free environment, our proposed approach would not change. However, if PennDOT decides to go with a toll service option, our approach to staffing would be changed as ACS would anticipate a change in customer behavior. This behavior would result in a higher demand for customers wanting access to CSRs. Customers may not utilize the IVR in the same manner as they do today, resulting in a higher use of the "00" out option to get to a CSR more quickly. ACS may also anticipate an increased volume of escalated customers, again, for caller behavior in wanting to get to the fastest source possible for resolution to an inquiry.

ACS also anticipates higher customer e-mail demand. As PennDOT already recognizes through monthly and yearly data, the time to respond to a customer inquiry via e-mail is twice that of a CSR responding to a customer phone call. First contact resolution is not as high via e-mail as it is via a telephone call, depending on how much information the customer provides in his or her initial inquiry. As such, while there are many unknowns in terms of how customer behavior and reaction would change if a toll line environment is implemented, ACS can at least predict additional staffing in anticipation of changed customer behavior.

III.c.4.a.14 Offeror Recommendations

ACS does not have additional recommendations at this time.

III.c.4.a.15 PennDOT Staff Site Visit

As the incumbent, the two week on-site ramp up period is not anticipated as a need. There are a few changes to reporting requirements and the expected change in handling notepads via e-mail versus submitting them through the mainframe. As such ACS would request PennDOT staff time

for testing and evaluation of these changes to ensure a seamless transition from current reporting and notepad transmission.

III.c.4.b Staffing Requirements

Requirement:

The Offeror shall describe how it can meet the following conditions:

1. Staffing Requirements Overview/Introduction

Staffing is perhaps the single most critical aspect of the management and operation of a Customer Call Center. With more than four years of experience staffing the PennDOT Customer Call Center, ACS understands the unique requirements of PennDOT and its customers. Our staffing plan combines our experience in Pennsylvania with more than 20 years of experience as a business process outsourcing organization.

III.c.4.b.1 Key Positions

Requirement:

The Offeror will dedicate a full-time Customer Call Center Manager, Assistant Manager, and Training Coordinator to this project. These positions will be considered key. Additional roles may be identified by the Offeror and/or PennDOT.

- PennDOT will hold approval authority for all key positions.
- Describe the proposed management structure to support the Commonwealth contract.
- Include an illustrative/organizational chart that represents the proposed structure, along with specifics on the number of dedicated representatives expected, and the skills required of the representatives.
- Provide the names, roles and resumes for the key people the Offeror is proposing for the dedicated manager positions including reporting relationships and the responsibilities of each position.
- Include the names and qualifications of those individuals selected to comprise the Customer Call Center implementation and operation team

ACS will dedicate the key positions identified: Customer Call Center Manger, Assistant Manager, and Training Coordinator. ACS is recommending Michelle Klopp as the Customer Call Center Manager; Lisa Earnest as the Assistant Manager, and Kristen Ritter as the Training Coordinator. The people identified for these key positions serve in these roles in the current contract and have been dedicated to the success of the operation and service to customers. Please refer to *Appendix A* to review the resumes of these individuals for their qualifications and experience, along with other key personnel identified by ACS for this project. Collectively, these three individuals have served the PennDOT Call Center project in various capacities for a total of 27.5 years.

ACS will continue with its effective two-tiered management structure. The senior management team includes the Customer Call Center Manager, Assistant Manager, Training Coordinator, IT Manager, Finance Manager, QA Analyst, and Sr. Administrative Assistant; and the roles, responsibilities, and communication amongst this staff are critical for overall Call Center performance, relationship maintenance, and performance management. The second tier, the Operations team, includes the Supervisors, an Operations Analyst, and a Customer Care Assistant. This is the tier with the greatest impact on the performance of the CSR staff and is critical for employee relationships and communication, resulting in improved loyalty and dedication to the Company and the project. An organizational chart of the management structure and overall staffing model proposed for this project is shown in *Exhibit III-1* above.

As the incumbent, ACS is not proposing the need for an implementation team. The Operations team, which falls under the management of the Assistant Manager, includes the following staff members:

- **Allison Swift, Supervisor** – Allison has 13 years of experience with the PennDOT Call Center project and Driver Licensing and Motor Vehicle information. Allison has a breadth of PennDOT knowledge and focuses on employee development and customer expectation fulfillment.
- **Aliza Bardfield, Supervisor** – Aliza has nine years experience with the PennDOT Call Center project and has an in-depth knowledge of Driver Licensing and Motor Vehicle information. Aliza previously served in the role of QA Analyst and utilizes this experience in developing the knowledge of Work Leads and CSRs.
- **Kathy Plante, Supervisor** – Kathy has eight years experience with the PennDOT Call Center project, with an intimate knowledge of Driver Licensing and Motor Vehicle information. Kathy previously served as an initial trainer for new hires and currently oversees e-mail response production.
- **MaryJo McGraw, Operations Analyst** – MaryJo has three and a half years serving the PennDOT Call Center as the Operations Analyst. MaryJo has over ten years experience in analytical related roles and has achieved a strong understanding of the Call Center processes as they relate to call activity, customer caller behavior, call arrival patterns, and telephony reporting.

III.c.4.b.2 Key Position Vacancies

Requirement:

The Offeror must fill any key position vacancies within six weeks. If a position identified as key becomes vacant, the Offeror must appoint someone in an acting capacity immediately until the position is filled. PennDOT will hold approval authority for all key positions, acting and permanent. Key position employees cannot act simultaneously in other key positions within the company.

ACS understands and accepts that should there be a vacancy in any of the key positions, the vacancy must be immediately backfilled with someone in an acting, dedicated capacity until the position is permanently filled. We further understand the vacancy must be backfilled within six weeks and that PennDOT holds approval authority for all key positions, acting and permanent.

III.c.4.b.3 Removal of Personnel

Requirement:

Removal of Personnel-PennDOT retains the right to order the removal of any Offeror personnel from this project, or from performing any service under this contract.

ACS understands that PennDOT retains the right to order the removal of any personnel from this project or from performing any service under this contract.

III.c.4.b.4 Criminal History Background Checks

Requirement:

Criminal History Background Checks-At the expense of the Offeror, Pennsylvania State Police and national criminal history check must be obtained for anyone who may have access (direct or indirect) to PennDOT systems. The Pennsylvania State Police background checks are to be conducted via the Request for Criminal Record Check form obtained at <https://lepatch.state.pa.us/Home.jsp>. The national checks are state level checks of all 50 states, commercially available

As part of our recruiting and hiring process and in accordance with the RFP, ACS understands that Pennsylvania State Police background checks and national criminal background checks must be conducted on all Customer Call Center personnel employed in the facility, along with other staff who have access to the facility or who have direct or indirect access to PennDOT systems. We understand that criminal record check reports for initial access require final written approval from PennDOT and must be conducted on an annual basis thereafter.

ACS has developed a keen understanding of the process required and has been following this process for the past four years. We operate with a defined process for submitting PA State Police background checks for PennDOT approval and have been requesting the national background check since the inception of this project in 2005 as part of the ACS hiring guidelines. Furthermore, we have an established procedure for submitting and confirming the annual background check requirement. We will ensure that after completing the annual checks, written confirmation will be submitted to confirm that the background checks have been conducted.

III.c.4.c Certifications

Requirement:

1. 1. The Offeror shall describe how it can meet the following conditions:
2. 2. Certifications Overview/Introduction

The ACS certification program consists of four weeks of training followed by a certification test that has been approved by PennDOT. The certification test is designed to evaluate:

- Ability to find answers through effective research
- Problem-solving skills in handling common customer situations
- Understanding of PennDOT procedures and confidentiality requirements

There are separate tests for Driver Licensing certification and Motor Vehicles certification, each of which consists of 50 questions. CSRs are given 2.5 hours to complete the test, and a minimum score of 80% is required to pass. Currently, 93.03% of all trainees who take the test achieve a passing grade. Those who do not pass the test are not utilized as CSRs.

Random retesting of certified CSRs will occur at the end of each calendar year. Selection will be weighted heavily toward CSRs with more tenure, with 10% of the CSR staff being chosen to participate. The purpose of this testing is to ensure that CSRs remain competent after training and to evaluate the retention level of the information they learned.

The certification program will be reviewed annually in November and December to determine if any updates are required. The tests will be reviewed to ensure that any new information, policies, and processes have been included. An analysis of CSR performance in comparison to test results will also be completed to determine if the passing level should be adjusted. Individual test questions will be evaluated using test results of new hires as well as the experienced CSRs who have participated in retesting. Other potential changes include the length of the certification tests, the amount of time allotted, and changes to specific test questions. All changes to the test will be submitted to PennDOT for approval prior to implementing the new version.

III.c.4.c.1 PennDOT Record Information Confidentiality Policy

Requirement:

All Offeror and subcontractor employees, who have been given authorized access to PennDOT's systems, shall adhere to PennDOT's Record Information Confidentiality Policy. The PennDOT Record Information Confidentiality Policy must be signed prior to the employee starting on the project and on an annual basis thereafter. After each signing, the Offeror must provide written confirmation to PennDOT that the policy was signed. See Appendix M-PennDOT Record Information Confidentiality Policy.

We also train all employees on the confidentiality laws and customer service policies that govern the PennDOT call center program. Each employee will sign a PennDOT Record Information Confidentiality form annually declaring an understanding of the confidentiality laws and regulations to protect the privacy of citizens and repercussions taken if these regulations are not met. A refresher and acknowledgement on PennDOT's Customer Service Policy will also be

required annually for all current employees as well as issued for review and acknowledgement for all new hires.

III.c.4.c.2 Customer Service Policy

Requirement:

Customer Service Policy-PennDOT strives to provide outstanding customer service. To be specific, it is the expectation and each Offeror's responsibility to:

- be aware that customer satisfaction is important
- to treat every customer with respect and dignity
- to listen to customer concerns and feedback
- to always be professional, polite and courteous to customers
- to find ways to provide better service
- to recover from mistakes and
- to generally strive to exceed customers' expectations at every opportunity.
- All Offeror and subcontractor employees assigned to this project shall adhere to PennDOT's Customer Service Policy. The Customer Service Policy must be signed prior to the employee starting on the project and on an annual basis thereafter. After signing, the Offeror must provide written confirmation to PennDOT that the policy was signed.

ACS tracks customer complaints and compliments as a measurement for success in customer service (please refer to the above section entitled Customer Complaints). Any constructive feedback is taken seriously and immediate counseling or recommendations for a new approach is identified and communicated to the respective employee as well as all employees. Situations resulting in constructive customer feedback are communicated office-wide via our Daily Need to Know publication so all employees have the opportunity to learn from another employee's shortfall. Additionally, our QA analyst provides reporting on overall customer service evaluation based on our 10-point customer service scale. The reporting may result in changes in customer service expectations and definitions for evaluation as we acknowledge that what was acceptable today, may no longer be acceptable tomorrow.

All staff, whether offeror or subcontractor employees, assigned to work in the PennDOT Customer Call Center will be required to sign the Customer Service Policy, and confirmation that the policy has been signed by each and every employee provided to PennDOT annually.

III.c.4.c.3.a Privacy

Requirement:

- A Cross Cut shredder must be on-site for shredding of all personal customer information, prior to placing in garbage receptacles. All personal customer information must be shredded daily when no longer needed. Personal customer information includes, but is not limited to, the customers' address, vehicle and driver information, customer Social Security number, screen prints of customer information and employee notes that contain personal customer information.
- All Offeror and subcontractor employees assigned to this contract must adhere to the Safety Administration Privacy Procedures Document. The Acknowledgement of Receipt of the Safety Administration Privacy Procedures Document must be signed prior to employee starting on the project and on an annual basis thereafter.
- After signing, the Offeror must provide written confirmation to PennDOT that the policy was signed. See Appendix N-Safety Administration Privacy Procedures Document.
- The Offeror must follow the same security policies and procedures that are followed at Commonwealth Data Centers. Any exceptions will be at PennDOT's sole discretion

A cross-cut shredder exists onsite in the current ACS-operated PennDOT Customer Call Center. ACS guarantees and affirms that a fully functional shredder will be available at all times and that all personal customer information no longer required will be shredded prior to disposal, including, but not limited to, the items indicated above. Additionally, ACS has a site policy specific to the PennDOT project that requires the shredding of any notes or customer data to be shredded daily, and failure to adhere to this policy, ACS's data privacy policy, or Safety Administrations Privacy Procedures policy could result in escalated disciplinary action, up to and including termination.

Additionally, any documentation such as override forms that contain customer confidential information are required to remain in locked cabinets and never in a non-secure, visible location.

ACS affirms that all employees assigned to this contract will adhere to the Safety Administration Privacy Procedures Document. We understand and accept that the Acknowledgement of Receipt of this document must be signed by each employee as they begin work under the auspices of this project and annually thereafter. ACS further affirms that we will provide PennDOT with written confirmation that the policy was signed by each employee in the manner described here, and that we will follow the same security policies and procedures followed at Commonwealth Data Centers.

III.c.4.c.3.b Privacy Incidents

Requirement:

In its proposal, Offeror should list any incidents, negligent or intentional, wherein the secrecy or integrity of private data in the Offeror's possession or control was, or was alleged to be, compromised.

The Offeror need not provide information if the release of such information would constitute material, non-public information, or if it would endanger an ongoing investigation, although Offeror may not misrepresent its record.

To the best of our knowledge, there have been no incidents, either negligent or intentional, in which the secrecy or integrity of private data in the possession or control of the PennDOT Call Center was compromised in any way, with the exception of 3 situations where CSRs accessed records that weren't relevant to conducting their job responsibilities. In each instance, we responded immediately and enforced our zero tolerance policy. The incidents were reported to PennDOT.

III.c.4.d Service Level Requirements

Requirement:

Service level requirements overview/introduction

Adherence and achievement of the service level agreements is understood, along with the understanding that failure to adhere to the service level requirements will result in liquidated damages being assessed as outlined in Appendix G of the RFP.

III.c.4.d.1 CSR Handled Call Requirement

Requirement:

CSR Handled Call Requirement, Monday through Friday-CSRs will handle a weekly average of 8,900 customer telephone calls per day (Monday -Friday). This volume requirement will be set for weekly performance. Fluctuations may occur from day to day; however, at no time when there is sufficient demand of customer telephone calls may the number of customers helped by CSRs fall below 7,600 for the day (Monday -Friday).

ACS is fully prepared to handle a weekly average of 8,900 customer telephone calls/day (Monday-Friday), with the understanding that at no time should the volume of CSR customers served fall below 7,600 when there is sufficient demand. ACS has established processes by which this performance is monitored at various ½ hour intervals throughout each day to ensure that service-level requirements are met. This process has been in place for and has proven to contribute to our success in meeting the service-level requirement of CSR handled calls.

III.c.4.d.2 E-Mail Response Requirement

Requirement:

All e-mails received must be answered within 48 hours. E-mails received after the close of business of the Customer Call Center, or anytime on Saturdays or Sundays, or any state holidays, as listed in the Commonwealth calendar, and other days at PennDOT's option will not be counted in this 48-hour timeframe and will be counted as being received the start of the next business day. E-mails

received and associated responses must remain available for review for a minimum of six months. A majority of e-mails should be answered with automated pre-determined responses for general questions of a repetitive nature.

ACS has a proven record of achieving the service level requirement of responding to all e-mail inquiries within 48 hours. We understand that e-mails received and associated responses must remain available for review for a minimum of six months. As such, ACS will archive e-mail responses within a six month period, keeping them available for review if requested and will only purge e-mails older than six months. ACS has also been effective in the use and development of common e-mail responses to respond to repetitive questions via these pre-determined responses. ACS understands that CSRs processing e-mail responses must be able to communicate clearly and efficiently in response to all e-mail inquiries.

III.c.4.d.3 Systems/Services Availability

Requirement:

Automated services must be designed to achieve customer access requirements. Automated services are to include current IVR capabilities and scripts, ACD, mainframe connectivity e-mail, TDD etc. All automated services and systems must be in operation 24 hours a day, seven days a week for customers. All services and systems must perform as designed 99.8 percent of each month. (Except during pre-scheduled maintenance or other PennDOT approved downtime). The Offeror must submit a downtime report each month to PennDOT.

ACS systems and automated services will be designed to achieve 99.8% availability each month. These services include current IVR capabilities and scripts, ACD, mainframe connectivity, e-mail, and TDD, understanding that the automated services are to be in operation 24 hours a day, seven days a week for customers. Exceptions include pre-scheduled maintenance or other PennDOT-approved downtime. The systems and service design in this proposal will allow for 99.8% system availability. In events of system outages, ACS has been diligent in providing a root cause report upon conclusion of full investigation, and further documents the cause, solution, and future prevention if applicable in the monthly Call Center reports.

III.c.4.d.4 Forms Fulfillment

Requirement:

The Offeror will fulfill customer requests for forms and publications that are not available on the PennDOT Driver and Vehicle Services Web site. Requests for any available form or publications from customers who do not have access to this Web site will also be fulfilled. Requests are fulfilled within 24 hours either by fax or U.S. mail. Most forms can be downloaded from this Web site and photocopied to maintain a small supply on hand. The Customer Call Center is responsible for postage costs associated with customer mailings. At PennDOT's discretion, the Offeror may be required to use the Commonwealth's mailing contractor. The Offeror's automated system must include a service option for automated form faxback requests. In addition, the Customer Call Center will also fax copies of forms to customers when requested

ACS has, and will continue to fulfill forms and publications with 24 hours of a customer's request. We have streamlined the fulfillment process to ensure consistency from the point of initiating the requests through address label design, fulfillment, and ultimately postage processing. We have been able to decrease fulfillment via mail by ensuring the methods offered to customers first include self-serve options such as Internet retrieval of the requested form. All fax service options are typically fulfilled within 30 minutes or less, thereby increasing customer satisfaction for timeliness of form or publication receipt. The fax option is part of our current IVR design and again is fulfilled within 30 minutes or less from the point of the customer's request via the IVR.

III.c.4.d.5 Days of the Week/Hours of Operation/Holidays

Requirement:

Days of the Week/Hours of Operation/Holidays-The Offeror must propose operational hours for the Customer Call Center that assure weekly customer access requirements are met. The Department has identified weekday core business hours of 8 a.m. to 5

p.m., and these hours must be included in the Offeror's proposed hours. The CSRs must be available from the start time until the last caller in queue has been assisted. All automated services and systems must be in operation 24 hours a day, seven days a week for customers. The Offeror will be closed for all state holidays, as listed in the Commonwealth calendar. Additional closings or an increased or a reduced level of service may be allowed at the sole discretion of PennDOT. In case of inclement weather, the new supplier will remain fully operational, unless otherwise directed by PennDOT.

Currently, the PennDOT Customer Call Center is staffed from 8:00 a.m. to 6:00 p.m., Monday through Friday. In compliance with information provided at the pre-bid conference, ACS will revise weekday core business hours to 8:00 a.m. to 5:00 p.m. Monday through Friday, with the understanding that CSRs will be available from the first through the handling of the last call in queue. However, The Call Center will be closed in accordance with all state holidays as listed in the Commonwealth Calendar and will remain open in cases of inclement weather, unless otherwise directed by PennDOT.

III.c.4.d.6 Phone Call/E-Mail Subcontracting

Requirement:

The Offeror may not subcontract the answering of phone calls or e-mails unless approved by PennDOT.

ACS understands and accepts that we may not subcontract the answering of phone calls or e-mails unless prior approval has been obtained from PennDOT.

III.c.4.d.7 Call Production Quotas

Requirement:

The Offeror may not establish call production quotas (calls per hour, average call length, etc.) without the prior approval of DGS and PennDOT. Performance-based pay for staff may be permitted with DGS and PennDOT's written pre-approval of the criteria to be used in calculating such pay. DGS and PennDOT reserves the right to later withdraw any such approval granted.

As the incumbent service provider for the PennDOT Customer Call Center, ACS has not established any call production quotas. At present we have no performance-based pay schedule in place. However, we understand and accept that prior approval of the DGS and PennDOT are required before any production quotas or performance-based pay schedules are implemented. ACS also understands that any permission granted for production quotas or performance-based pay schedules may be rescinded at any time.

III.c.4.d.8 Turn-Around Times

Requirement:

Maintain required turn-around-times (TAT)-CSAs via telephone must be forwarded to the Department within 24 hours of receipt and 48 hours if sent via e-mail.

- Change of addresses must be completed within 48 hours of receipt of request. CSAs, change of address requests or e-mails received after the close of business of the Customer Call Center, or anytime on Saturdays or Sundays, or any state holidays, as listed in the Commonwealth calendar, and other days at PennDOT's option will be counted as being received the start of the next business day.
- The Department reserves the right to implement a faster turn-around-time for address changes during special situations such as deadlines for voter registration, but no service level agreements will be levied during these times.

ACS will continue to maintain the 24-hour turn-around-time on submitting CSAs that are received via telephone or e-mail. ACS has a documented procedure for CSA submission, review, approval, and forwarding to PennDOT via e-mail to ensure this 24-hour turn-around-time is achieved. ACS understands the importance of customer feedback and how imperative it is to PennDOT to receive this information in a timely manner for internal investigation. Furthermore, the process currently in place will continue to include a more immediate submission to PennDOT for CSAs that may involve a more serious customer claim (e.g., potential fraud or harassment) that should not be delayed.

Change of address (COA) processing is already handled by ACS within 48 hours of receipt, and we will continue to manage COA processing to maintain this turn-around-time. ACS also has a proven record for accommodating same day COA processing in the event of special elections to ensure all customers who requested a change of address are not negatively affected during the voting process due to a delayed change of address transaction.

III.c.4.e Performance Requirements

Requirement:

Overview/introduction

ACS will meet the performance requirements of CSR accuracy and customer access. Understanding the impact that these performance requirements has on a customer's perception of PennDOT remains a key focal point for ACS as we attain and strive to retain these performance requirements.

III.c.4.e.1 CSR Accuracy

Requirement:

CSR Accuracy-The information CSRs provide to customers must be 99.5 percent accurate.

- The Offeror will observe a minimum of 10 customer contacts (by type-defined as driver licensing and motor vehicle) per month for every CSR.
- The methodology for selecting this sample must be approved by PennDOT. The Offeror shall identify the CSR for each call.
- PennDOT may conduct its own observations live or recorded to determine the accuracy rating for the Customer Call Center.
- The accuracy rate will be determined by totaling the number of quality checks from observations of CSR calls and dividing this total into the number of errors observed.
- The Offeror will host quarterly call monitoring calibration meetings to discuss all aspects of CSR responses including accuracy and standardization of responses.

ACS understands the expectation of achieving a 99.5% accuracy performance requirement. While 99.5% is an aggressive accuracy requirement, we understand the impact that misinformation can have on a customer. ACS is proud of its quality monitoring process based on the standards established and internal auditing that is incorporated into our process to ensure multiple observers of the CSRs. We have a well-defined and well-documented observation process; however, we understand the process will again be reviewed for PennDOT approval on the sample selection method used. We have an intimate understanding of the observation process and accuracy rate calculation. We use a custom-designed program for observation documentation and automated calculation.

ACS has conducted quarterly call calibration meetings since the inception of the current contract and will continue these meetings with PennDOT. We acknowledge that the complexity of the observation process and that the tenure of staff that conducts the observations brings heightened consistency to the process. As a result, we conduct monthly call calibration meetings the other two months of each quarter to ensure internal consistency in the process. This adds another step in the coaching process for new observers. ACS' observation process includes a strict 10-point customer service evaluation and accuracy segment for additional coverage.

Requirement:

The Offeror shall describe how it can record all calls and provide PennDOT with the ability to observe calls on a routine, unannounced basis at the Offeror's site as well as remotely (from Harrisburg or elsewhere within the Commonwealth).

- The recorded calls can be used to determine accuracy and also for training purposes. The observation process must be designed to allow PennDOT to be presented with the next answered call offered, or continuous calls of a specific CSR.
- The ability to monitor continuous calls for a specific call type must also be available.
- Call types will be at PennDOT's discretion and could change from time to time.
- PennDOT must be able to also observe responses made via e-mail or other automated customer contacts.

ACS uses the Contact Store/Witness Call Recording Program, accessible by PennDOT, to provide PennDOT with the ability to review recorded calls or to audit calls observed by ACS staff to ensure accuracy in the call observation process. Remote call observation allows PennDOT to listen to live calls remotely by dialing a designated number with a security pass code for access to CSR calls. Remote access is available to listen to calls in a consecutive order, by call type, or by CSR. While CSR call responses are available for auditing via the Call Recording System, ACS can also provide access to e-mail so PennDOT can observe e-mail responses. PennDOT can gain access through the Call Center or via e-mail.

III.c.4.e.2 Access

Requirement:

The Offeror will describe how it can provide for the use of both technology and human intervention to respond to customer inquiries. Service Level Requirements are identified elsewhere in Task D-Operations.

- Access to information should primarily route customers to automated solutions with CSRs available to handle complex customer questions and individual-specific customer needs.
- Automated solutions are expected to focus on reducing call attempts and busy signals to the Customer Call Center.
- All customers using the automated system should be provided with an option to connect with a CSR if an inquiry is not satisfied.
- The Offeror must maintain for customers at least a 95 percent daily (Monday -Friday) CSR access rate.
- The access rate will be determined by totaling the busy signals and busy (exit) messages, subtracting that figure from the total number of customer attempts, and dividing that figure by the total number of customer attempts.
- This requirement will be set for weekly performance.

ACS was instrumental in the increase of customers served through technology with the redesign of the IVR in 2006. Through enhanced scripting and recommendations for customer self-serve options which were approved and implemented, the IVR containment rate has averaged 45% for the past three years. ACS continues to evaluate how customers can be fully or better served through technology whether via the IVR or suggestions from the PennDOT Web site. The current design of the IVR provides customer self-service, as well as access to a CSR if required for more complex inquiries. Our staffing model is designed based on the complex inquiries and customer's need to speak to a live agent, keeping the balance of serving customers via technology and human intervention.

95% access is designed in our telecommunication model so that customers have a proper level of access to the Call Center's automated system and live agents, keeping busy signals and/or exit messages to a minimum.

III.c.4.f Call Management

Requirement:

Overview/introduction

Call management is a critical component of Call Center efficiency and effectiveness, and as such, ACS has established many methods and processes for peak production, analysis, and adherence via use of our call management systems.

III.c.4.f.1 Average Speed of Answer

Requirement:

Average Speed of Answer-The time callers wait in queue before speaking with a CSR must average no more than four minutes for the week.

- The ASA for the week will be provided in a system report.
- The Offeror must provide reports on the length of time CSRs requesting assistance within the Customer Call Center must wait to connect with the Customer Call Center staff designated to provide that assistance (i.e. ASA for work leader assistance, help desk assistance, supervisor assistance, etc.) based on Offeror's structure.

- Offerors must describe how CSRs will request and obtain assistance from appropriate Offeror staff, and what average speed of answer will be maintained for this assistance.

The proposed staffing model is designed to ensure the weekly average speed to answer customer requests is no more than four minutes. The average speed of answer is driven by increased attempts, peak call times, etc.; and as such, staffing and scheduling are evaluated on a weekly basis to determine if changes are required in order to meet call arrival patterns impacting the average speed of answer.

Our internal Call Escalation Process includes a five-tier escalation process where most issues are resolved at tiers one and two, comprised of our Senior CSR Assist staff. This Assist (internal Help Desk) team design was created with the objective of responding to internal CSR needs and customer escalation within a three minute average speed of answer. If staffing or call volumes create a situation in which the wait time is greater than three minutes, the other three tiers of the escalation process are sought out immediately by in person contact versus in queue for an Assist member. We acknowledge that some customer escalation situations can be lengthy, whereby the wait for Assist increases. In order to serve the escalated customer properly, we designed our escalation process to include these in-person requests in order to ensure all customers, internal and external, receive proper service. The ACS management team also monitors the Assist queues closely and if needed, Work Leads and/or supervisors are requested to log into the phones to clear the Assist queue.

III.c.4.f.2 Hold Time Limit

Requirement:

Hold Time Limit-No more than a **60 second wait** for a caller placed on hold after reaching a CSR will be acceptable.

- If the hold time requires a longer wait than the initial 60 seconds, the CSR must return to the caller every 60 seconds thereafter to reassure the customer the issue is still being researched.

ACS understands that 60 seconds is quite a long time to be on hold if you are a customer awaiting a response to a question. As such, ACS has designed a ring-back feature whereby a CSR's phone will ring at 55 seconds after placing a customer on hold in order to remind the CSR to check back with a customer to advise the customer that he or she is still in the midst of the necessary research to respond to the customer's situation accurately. The ring-back feature is initiated each time the hold button is used, even if used multiple times during the course of one phone call.

III.c.4.f.3 Call Pattern Staffing

Requirement:

The Offeror will staff CSRs to match caller patterns. Currently, more customers call at the beginning of the week and at the beginning and end of the month. PennDOT reserves the right to set specific call volume requirements by day of week if it determines caller preferences are not being met. PennDOT may also set call volume requirements for the beginning or end of months. Any such additional volume requirements will be within the level of service purchased. PennDOT does not want the Customer Call Center to be over staffed, resulting in CSRs sitting idle awaiting the next call. Provide details on how you will match staff to call patterns.

Call pattern staffing is a critical component to maximize the use of CSRs to serve customers effectively. ACS continues to evaluate call arrival patterns and change staffing schedules to mirror the needs identified through the call arrival patterns. As such, reporting and analysis become a critical component to establishing effective call pattern staffing, combined with effective management of the staff. ACS understands there is a greater customer demand earlier in the week for calls and on Wednesdays when e-mail volume from the weekend requires greater e-mail CSR staff time. ACS continues to make the necessary staffing modifications to adjust to

changing call arrival patterns. One such modification being considered is mandating the use of a certain percent of employee vacation time during the slower periods of the year, typically mid-October through December. This modification will increase staffing during the busy season and decrease staffing during the slow season, thereby reducing CSR idle time. A different approach to creative scheduling being considered is scheduling longer hours on Mondays for some staff and decreasing their staffed hours later in the week, instead of a standard 8 hour shift Monday through Friday.

III.c.4.f.4 Languages

Requirement:

The Offeror must have the ability to respond directly to customers in both English and Spanish. Of all CSR handled calls in 2008, approximately 1.4 percent were Spanish speaking calls. The Offeror must also utilize a translation service or explain how they will provide service to customers in languages other than English and Spanish. (The existing Customer Call Center assists approximately 800 customers during a year with languages other than Spanish.)

ACS provides service to customers in both English and Spanish, and understands the expectation that this service is provided to callers and e-mail customers under the requirements for this contract term. ACS uses the translation services of Language Select to serve customers requiring assistance in other languages.

III.c.4.f.5 Text Telephone for Hearing Impaired

Requirement:

A text telephone for hearing impaired customers must be available to handle 100 percent of calls needing this device.

A text telephone for hearing impaired will be used to ensure that 100% of customers needing this service will be served.

III.c.4.f.6 Wait-Time Message

Requirement:

Any callers routed to a queue before speaking with a CSR must receive a message advising what the expected wait-time will be before a CSR is available.

Our call routing design is set up to ensure that customers are advised of the expected wait time from the time they are routed to a queue before speaking with a CSR. Currently, there are three different wait time messages designed and played based upon which wait time category applies.

III.c.4.f.7 Monitoring/Recording Message

Requirement:

An appropriate message must inform callers that the call may be monitored or recorded. All customer calls must be recorded by the Offeror. The Offeror must save these recordings for at least three months from the date of the call.

A message is played for all customers informing them that their call may be monitored or recorded for quality purposes. ACS currently records all calls and will continue to do so via the Contact Store/Witness recording system. Calls will be retained for at least three months from the date of the call. During the current contract term, ACS has retained recorded calls until the completion of quarterly inquiry audits to ensure validation of customer record access by ACS staff. We will continue this practice and purge calls older than three months after the completion of the quarterly audits, provided the audits are submitted in a timely manner and would not cause server stress by retaining calls older than three months.

III.c.4.f.8 Call Management Information System

Requirement:

The Offeror will provide the Department the ability to observe call traffic with customized real-time, Web-enabled access to the Offeror's call management information system. At a minimum, the Offeror must provide the Department with access to attempts, busy signals, ASA for CSRs, and longest hold time. Access to additional information may be requested by the Department. The Offeror is to provide any software necessary for up to two connections. One of these connections may be to the Web site for the purpose of advising customers of the expected call wait time in real time.

ACS is proposing continued use of the Avaya call management system (CMS). Avaya CMS is a UNIX-based server that does not provide Web-enabled access. Real-time data from CMS is displayed using CMS Supervisor only. It is a proprietary Avaya Client, and as such, it is not able to provide the real-time data possibly intended for display on PennDOT's Web site. ACS is able to provide the Avaya CMS Supervisor access to PennDOT for up to two connections. This CMS connection will provide access to information such as number of calls in queue, longest wait time, number of calls in process, average speed of answer, and a multitude of other metrics. ACS has been able to use custom reports in Avaya to provide system-generated reports inclusive of ASA, CSR adherence, etc. This provides optimal service and call management consistent with the service level and performance requirements expected within this contract.

Note: The Avaya System, which has been fulfilling the needs of the PennDOT Customer Call Center for the duration of the current contract, is not Web-enabled. In fact, most call management information systems are not Web-enabled. We have identified a Web-enabled system that could be implemented as a change order under the new contract, should that be PennDOT's wish. However, ACS is recommending that this option not be exercised, as it offers little additional functionality and would cause the elimination of many custom reports that have been developed within Avaya CMS specifically in alignment with the service level requirements called for within this contract.

III.c.4.g Service Changes and Modification Requirements

Requirement:

Overview/introduction

ACS understands the modification and service change requirements are to be performed in such a way that they limit the impact on customers and will always be conducted after hours, unless otherwise approved. Included in this requirement are changes in service levels or system updates, repairs, maintenance, or upgrades.

III.c.4.g.1 Service Level Increases/Decreases

Requirement:

Service Level Increases/Decreases-The Commonwealth reserves the right to negotiate cost increases or decreases with the successful Offeror. Negotiation may reflect the cost to either expand or decrease the level of service initially contracted.

ACS understands the Commonwealth's right to negotiate service level increases or decreases which may include the modification to the respective increase or decrease from the level of service initially contracted.

III.c.4.g.2 Repairs/Upgrades

Requirement:

Repairs/Upgrades-Any repairs and/or upgrades that may potentially affect customers must be made outside normal Customer Call Center business hours, unless otherwise approved by PennDOT.

ACS will conduct any repairs or upgrades that may potentially affect customers outside normal Call Center business hours unless otherwise approved by PennDOT.

III.c.4.g.3 IVR Modifications

Requirement:

IVR Modifications-Currently, the IVR must be able to communicate with an IBM mainframe utilizing a TN3270 session for communication. When the Department replaces the driver licensing and vehicle registration mainframe systems, the IVR will have to be modified to be compatible with the new driver's license and vehicle registration systems. The tentative timeframe for the new systems is unknown at this time. The Offeror should plan for monthly modifications as directed/approved by PennDOT.

The IVR design used by ACS is able to communicate with the IBM mainframe using a TN3270 session for communication. IVR modifications are made bi-monthly in regard to any changes associated to the information on location centers, and those modifications will continue within the next contract term.

III.c.4.g.4 Additional Queue Messages

Requirement:

Additional Queue Messages-Additional queue messages may be provided by the Department and recorded by the Offeror on a monthly basis. Currently, PennDOT provides as many as six new queue messages per month. The selected Offeror will have no more than two weeks to implement the new queue messages.

ACS has successfully implemented the various queue messages as provided by the Department during the course of our current contact and will continue to do so during this new contract term. Up to six messages may be requested for implementation. ACS has been effective in managing the queue message requests, inclusive of timely implementation and validation of message accuracy and clarity for optimal customer education.

III.c.4.g.5 Scripting Approval

Requirement:

The Offeror must receive PennDOT approval on all automated messages, IVR script, changes to the system, or any other effort that impacts the Offeror's work.

While ACS has staff experienced in message and script development, we recognize the requirement for PennDOT approval on all automated messages, IVR scripts, changes to the system or any other service or system change that impacts ACS' work.

III.c.5 Task E: Facility Disaster Recovery Plan

Requirement:

Introduction

Disaster recovery and business continuity are critical components of a Call Center environment, especially when the Call Center operation is located in one location versus separate branch locations. As such, ACS has well-defined business continuity and disaster recovery processes and documentation in place to address actions to be taken should an outage occur.

III.c.5.a Business Continuity

Requirement:

The Offeror must maintain an emergency response plan to support continuity of operations during an emergency, including but not limited to a pandemic, customer threats, bomb threats etc.

- In addition, a disaster recovery plan must be developed and maintained by the Offeror to ensure recovery of system operations and services in the event of a major facility or simple equipment/trunk line failure.
- A disaster recovery plan must be submitted to PennDOT as part of the response to this RFP.
- No later than 30 days from the contract's Notice to Proceed from the Agency Purchase Order date and, under PennDOT's supervision, the Offeror must test the Disaster Recovery Plan to the satisfaction of PennDOT.

- The Disaster Recovery Plan must be updated and resubmitted to PennDOT by Jan. 8 of each year thereafter.
- The Offeror shall be required to provide and support the Disaster Recovery Plan in order to ensure the continued services required in this RFP.

Our emergency response plan includes continuity of operations during a pandemic, customer threats, bomb threats, etc. Our disaster recovery plan incorporates continuity of short-duration outages through recovery of system operations and services in the event of a major facility outage. Please see *Appendix C, PennDOT Customer Care Center Business Continuity Plan*.

ACS clearly understands the expectation and importance of returning the Call Center to full operation within a 7-day period. The plan provides that 25% of the operation be up within three working days, 50% within five working days, and resuming 100% within seven working days.

III.c.5.b Disaster Recovery Plan

Requirement:

The Offeror must propose a disaster recovery/continuity plan that includes, but is not limited to, the following requirements:

- Returns the Customer Call Center to full operation over a 7 -day period:
 - 25 percent within three working days.
 - 50 percent within five working days.
 - 100 percent within seven working days.
- A contingency hot site is not required to be part of this plan.
- An immediate (within one hour) telephone recorded message must be provided throughout the entire time that there is a reduced level of service when downtime is expected to last longer than one hour; customers must be given some indication that the service is experiencing difficulties that will soon be corrected.
- An anticipated time for customers to resume calling the Customer Call Center must be included in this emergency recording.
- Once service has resumed, the Offeror must handle all calls including any excess due to the shutdown of the Customer Call Center. This would be above the normal daily requirement of calls taken.
- A procedure must be in place for the Customer Call Center to notify PennDOT within 15 minutes of determining or being notified of any system-related issue that would impact the department's customers in any way. This would include, but is not limited to: telephone systems, IVR, call recording systems, connection to PennDOT's mainframe or Web site. This information must also be documented in the Monthly Performance Report.

The disaster recovery plan will be updated and resubmitted annually by January 8th. Please refer to *Appendix C, PennDOT Customer Care Center Business Continuity Plan* for a detailed review of requirement compliance.

In addition to the PennDOT Customer Care Center Business Continuity Plan, ACS also has a documented procedure for client notification of system outages which outlines the requirement of notifying PennDOT within 15 minutes of any system outage. A copy of this procedure is provided to PennDOT and will be updated as needed or requested.

ACS will test the PennDOT Customer Care Center Business Continuity Plan under PennDOT's supervision and to the satisfaction of PennDOT within 30 days from the contract's Notice to Proceed from the Agency Purchase Order date.

III.d Reporting Requirements

Requirement:

Overview/introduction

The service level requirements and various call center performance measurements and analyses will be submitted via various reports throughout the month as requested. Reporting is a critical mechanism for a "snapshot" view of how the Call Center is performing on a routine basis.

III.d.1 Daily Reports

Requirement:

During the operation of the Customer Call Center, the following data is required. The reports must be sent electronically and contain the pertinent data and an analysis of the data from a business perspective.

- Daily Reports (on the previous day's business includes daily and month-to-date numbers):
 - Attempts
 - Busy signals (toll and toll free)
 - Busy messages
 - Abandoned calls:
 - <4:00 minutes, > 4:00 minutes
 - ASA (including ASA for CSR assistance of Help Desk/Supervisor/Manager)
 - Average talk time per call
 - Access rate
 - Customers served combined total:
 - IVR customers served
 - CSR customers served:
 - CSR-handled calls
 - CSR-handled changes of address processed via recording
 - Total CSR-handled calls
 - E-mail TAT met:
 - Number of e-mails that exceeded requirement
 - E-mail Response TAT back to customer
 - Staffing:
 - Total Staff Time
 - Total Available Time

ACS has a report already designed to provide the daily snapshot of the previous day's performance, including all of the parameters listed in the requirements. The report is in Microsoft Excel and includes daily and weekly totals on all data required for daily reporting requirements, and can be easily modified to include additional requested information, such as average speed of answer for internal escalation wait times. ACS recognizes the importance of this data and strives to produce this report by 10:00 a.m. daily.

III.d.2 Weekly and Monthly Reports

Requirement:

- Weekly and Monthly Reports (includes the following daily results and any Service Level Agreement statistics):
 - Automated Services:
 - TDD
 - IVR lookups (include percentage)
 - Fax backs
 - System and service downtime
 - CSR:
 - Customers served by a CSR (include percentage)
 - E-mail responses (include percentage)
 - E-mail response TAT
 - Number of e-mails where TAT exceeded requirement
 - Staffing:
 - Staffing-calculated as (Talk Time + Available Time + E-mail time / 7.5 Hours)
 - Total Staff Time, Total Available CSR Time
 - Average number calls per CSR
 - Statistics:
 - Attempts Busy signals
 - No CSR available messages
 - Access rate
 - Out-of-state calls
 - Exam scheduling calls
 - Unique callers
 - Performance:
 - ASA (including ASA for CSR assistance of Help Desk/Supervisor/Manager)
 - Average CSR talk time
 - Accuracy
 - Abandoned Calls
 - Busy Messages

The daily snapshot is designed to incorporate and provide an overview of weekly statistics, and includes all of the metrics listed in this requirement that are updated and included in the delivery of the report submitted the first work day of each week. This report, which transforms from a daily snapshot to a weekly review, will ultimately become the source of the monthly data overview.

III.d.3 Monthly Reports

Requirement:

Monthly Reports:

- A monthly performance report analyzing daily calls and breakdown of all categories of the daily calls.
- A system downtime report indicating a detailed description of what occurred and when. The report would also indicate the cause and what measures will be put into place to ensure it does not reoccur.
- A monthly report that represents the top 99 calling numbers into all 800 numbers used for the PennDOT Customer Call Center.

ACS has produced, and will continue to produce, a monthly Call Center Performance Report that includes the data in the daily and weekly snapshot reports along with a summary of the month's performance, activity, issues, and successes, inclusive of a breakdown of daily calls, calls by category, system downtime report and associated root cause analysis summary (if applicable), and a Top 99 caller report. The monthly report is used to provide month-to-month comparisons and year-to-year comparisons which can depict visual changes in customer behavior, impact on Call Center enhancements, and use of technology versus customer demand for human intervention.

III.d.4 Quarterly Reports

Requirement:

Quarterly Reports:

- A quarterly analysis and report which provides recommendations as to how to reduce the need to speak to a CSR.

ACS will produce a quarterly analysis and report which provides recommendations as to how to reduce the need to speak to a CSR. This is currently being accomplished through quarterly recommendation presentations to PennDOT. ACS will modify the presentation documentation to include the information in a report format.

ACS proudly submits suggestions to contribute to the efficiency and service provided to PennDOT customers. During 2009, ACS submitted 51 suggestions to PennDOT, for which 70% have either been implemented, are in process, or are delayed pending system upgrades.

III.d.5 Annual Reports

Requirement:

- Annual Reports:
- Certification that all annual checks are completed:
- Criminal History Background,
- Confidentiality Policy,
- Customer Service Policy,
- Safety Administration Privacy Procedures.
- Selected Offeror's Financial Report
- Certification Test evaluations

ACS will provide annual reports confirming that all annual requirements are completed such as annual background checks, confidentiality, customer service, and Safety Administration Privacy policy acknowledgements. ACS will also provide the ACS financial report and the annual certification test evaluations and analysis.

III.d.6 Other Reports

Requirement:

- Other Reports:
- Weekly and monthly reports (as a minimum) to summarize and indicate the patterns and types of inquiries and services being requested by customers. Call types must be quantified. High numbers of calls or e-mails that show unusual activity must be brought to PennDOT's immediate attention.
- Other reports and/or surveys as requested by PennDOT. The Commonwealth requires ad-hoc reports. These may be provided by electronic means and/or hard copy.

ACS will also provide weekly or monthly reports to summarize call patterns and types of customer inquiries quantifying volumes. ACS is experienced in identifying when a high number of calls or e-mail require PennDOT's immediate attention for internal investigation, as high call volumes may be indicative of a systemic problem.

ACS also recognizes that PennDOT may request ad-hoc reports, typically volume statistics from the IVR or telecom services.

Requirement:

All reports and supporting documentation must be system generated, either directly from the Offeror's systems or directly from subcontractor's systems, including incoming call data.

All reports will be generated based on applicable system-produced reports (CMS, IVR database, telecom reporting, etc).

III.e Project Control

Requirement:

Project Control-Upon being given a Notice to Proceed from the Agency Purchase Order the successful Offeror shall perform the following:

- A project start-up meeting prior to beginning actual work on the project will be held within one week of the Notice to Proceed from the Agency Purchase Order on contract work.
- From the Notice to Proceed from the Agency Purchase Order to full Customer Call Center operation, daily oral status reports on all start-up activities and schedule must be made to PennDOT's Customer Call Center Program Manager. A brief written status report and confirmation that the project is on schedule for a full system operation by Oct. 3,2010, is required every week by close of business on Friday.
- Ongoing weekly status meetings during the operation of the Customer Call Center with PennDOT.
- PennDOT's Customer Call Center Program Manager will schedule all meetings and will select the location. It is anticipated that meetings will take place at the Offeror's Customer Call Center or PennDOT Central Office location.
- The Offeror is responsible for developing agendas and providing minutes for all meetings. Minutes are to be provided within 48 hours after the meetings to PennDOT Program Manager.
- An independent audited financial report of the selected prime Offeror will be required annually as described in part below:

While ACS is the incumbent, we understand that there are changes in the terms and expectations of this new contract term. As such, within one week of the Notice to Proceed, ACS is prepared to conduct a project start-up meeting prior to beginning work under the new contract. ACS will continue to provide daily oral and weekly written status reports to confirm project schedule adherence. While ACS is already a full system operation, the weekly reports will ensure any and all changes to contract terms are on target for full implementation.

Weekly status meetings during the operation of the Customer Call Center will take place with PennDOT, understanding that PennDOT's Call Center Program Manager will schedule the meetings, and they will either be held at PennDOT's Central Office location or ACS's Customer Call Center. ACS will be responsible for developing the meeting agendas and producing meeting minutes within 48 hours to PennDOT's Program Manager.

ACS also understands that an independent, audited financial report of ACS will be required annually as described in part in the Offeror Qualifications.

IV. PRIOR EXPERIENCE

REQUIREMENT: RFP Section IV

With more than 20 years of experience in the provision of customer call centers, including more than four years of operating the PennDOT Customer Call Center, no one knows more about providing the very best customer care systems and services than ACS. With more than 33,000 agents in 150 customer call centers around the world, ACS employees handle in excess of one million customer interactions every day in 20 different languages. ACS is the only vendor offering award winning, world class service with local expertise about the unique needs and wishes of the Commonwealth of Pennsylvania.

IV.a Company Overview

1. Provide a brief history of the company. Provide evidence of the company's financial stability and infrastructure by including the last three (3) years of audited or un-audited financial statements and/or tax returns including all supporting schedules (as attachments to the submission), number of employees, and parent company information.

Affiliated Computer Services (ACS) was launched by Mr. Darwin Deason as a bank data processor in 1988. ACS then acquired the data processing and electronic funds transfer operations of First Texas Gibraltar, expanding into additional and more diverse services offered. ACS expanded out of banking services when it signed a 10-year data processing outsourcing contract with Southland Corp. (7-Eleven). In 1995, ACS became a public company and divested the bank data processing business. By FY' 1996, ACS became the fourth largest commercial outsourcer in the U.S.

ACS SERVICE EXCELLENCE

- Ranked as a "Leader" by Gartner in its Magic Quadrants for both Helpdesk and Desktop Outsourcing, 2008
- Ranked No. 68 on Top 100 Federal Prime Contractors by Washington Technology
- Ranked in the Top 20 Training Outsourcing Service Providers by TrainingOutsourcing.com, 2009

Today ACS is a premier provider of diversified business process outsourcing (BPO) and information technology (IT) services and solutions to commercial and government clients worldwide. As a FORTUNE 500 company, ACS has proven success delivering strategic value, business results, and operational gains to our clients. At ACS, it's people, clients, and culture that make the difference.

ACS provides insight, people, technology, and service to achieve the best results. Our service offerings include business process outsourcing, information technology outsourcing, and systems and integration services. We are the people who make technology work for our clients. We support a variety of industries including education, energy, financial, government, healthcare, retail, and transportation.

ACS is a rapidly growing company supporting operations in more than 100 countries with \$6.5B in annual revenue. With unparalleled levels of growth and client retention, ACS is 75,000 employees strong and growing. ACS State & Local Solutions, Inc. is a fully owned subsidiary of Affiliated Computer Services, Inc.

Strength and Stability

A leader in business process outsourcing since its founding in 1988, ACS has proven itself to be a stable business entity worthy of long term partnerships with today’s government and commercial organizations. In addition, ACS has proven itself to be a solid financial performer, often outperforming the Dow Jones Industrial Average (DJIA), (for example, rising 42.98% vs. a 29.52% increase for the DJIA over the last year). The strength and stability of ACS is illustrated by the annual reports for fiscal years 2006, 2007, and 2008, which are included as part of this proposal (see Appendix A).

IV.b References

2. Provide at least 3 current references and 2 past references of customers of comparable size. Include the following:

1. Account size in terms of dollars,
2. Contact person that managed the account,
3. Contact person's current e-mail, phone number and address,
4. Contract period for each reference.

Current References			
Account Name	Contact Person	Contract Period	Value of Contract
Pennsylvania State Collection and Disbursement Unit	Jody Pender Financial Program Manager Bureau of Child Support Enforcement 1303 North 7th Street Harrisburg, PA 17105 Phone: 717-705-5106 E-mail: JodyPender@pacses.com	1999-Present Most Recent Contract Starting 1/1/10; 6 years	\$60 million
Pennsylvania Unemployment Compensation	Craig Pontz Assistant Director of UC Programs Office of UC Benefits PA Department of Labor & Industry RM 611 L&I Building Harrisburg, PA 17121 Phone: 717-783-0605 Fax: 717-772-0344 cpontz@state.pa.us	3.5 years, commencing on July 15, 2007	No cost contract for the jurisdiction.
Philadelphia Parking Authority	Richard Dickson 3101 Market Street Philadelphia, PA 19102 Phone: 215-683-9724 E-mail: rdickson@philapark.org	4/1/2003 – 3/31/2012	\$12 million per year (Call Center and IVR are only a part of the services offered for this contract)
Pennsylvania Enrollment Assistance Program	Ms. Joanie Morgan Bureau Director Bureau of Managed Care Operations DGS, Complex 2 Room 274 Cherrywood Building P.O. Box 2675 Harrisburg, PA 17105 Phone: 717-772-6303 E-mail: jomorgan@state.pa.us	7/1/06 – 3/31/09	\$17,782,710

Current References			
Account Name	Contact Person	Contract Period	Value of Contract
Solano County 311 Call Center Solano County, California	Ira Rosenthal, CIO 675 Texas Street, Suite 3700 Fairfield, CA 94533 Phone: 707-784-2703 E-mail: irosenthal@solanocounty.com	Contract start date: September 1, 2008 Contract end date: December 31, 2009 Three year contract cut short due to County budget problems.	\$1.2 million ARR \$3.6 million TCV

IV.c Contract/Legal

3. How many contracts have been cancelled in the past five (5) years and what were the reasons for the cancellations? Has the company been suspended or debarred from any state business within the last 5-10 years or sued for non-performance or any payment made for non-performance? Has the company, or any of its key employees, been involved in any legal or regulatory actions involving fraud or misuse of data within the past 5 years?

ACS State & local Solutions has not had a contract cancelled in the past five years. ACS State & Local Solutions has not been suspended or debarred from any state business within the past 5-10 years nor has ACS State & Local Solutions been sued by a state client for non-performance on any transportation related contract. Neither ACS State & Local Solutions nor any key employee have been involved in any legal or regulatory actions involving fraud or misuse of data within the past five years. In addition to the foregoing, ACS State & Local Solutions, Inc. is a fully owned subsidiary of Affiliated Computer Services, Inc. – a publicly traded company with the Parent Corporation’s financial information set forth in the published U.S. Securities and Exchange (SEC) 10Q and 8K filings. On an ongoing basis, ACS State & Local Solutions, Inc. is subject to various legal proceedings, inquiries, claims and disputes which arise in the ordinary course of business, and which would be expected for a company of our size and scope of operations. Although we cannot predict the outcome of these reported operations or proceedings, we do not believe that they will have a material adverse effect on our operations. Public information regarding material information and proceedings of a legal nature against ACS State & Local Solutions, Inc. can be found in the filings submitted to the U.S. Securities and Exchange Commission by our parent company, Affiliated Computer Services, Inc.”

IV.d Experience

4. Please describe experience providing driver and vehicle information and referral services in a call center setting comparable to the size and scope of the requirements described in this RFP. Explain Offeror's experience in implementing a customer call center with an integrated fulfillment request function as well as experience in implementing a call center that integrates with a client's existing fulfillment request system.

Since 2005, ACS has served the Pennsylvania Department of Transportation in the operation of its Customer Call Center for driver licensing and registration. As the Commonwealth’s current partner, no one knows more about the unique needs of the citizens of Pennsylvania and environs than ACS. In addition, as well as the vendor of outsourced transportation services, including integrated fulfillment request functions, in the District of Columbia, Ohio, and Florida, coupled with the ACS experience with call centers, we bring to the table a unique combination of skills and experience. Our knowledge, experience, and ability to successfully manage the PennDOT Call Center is underscored by the significant service improvements that have benefitted users of the Call Center since the current contract began in 2005. For example:

- Average Speed to Answer (ASA) of 1:21 in 2009, down from 2:18 in 2004
- 99.5% accuracy for 2005 compared to an average of 99.24% with the previous vendor

- Reduction of busy signals from 14.36% in 2004 to less than 1% in 2009
- 2009 access rate of 99.7% versus 77.5% in 2004

ACS is the only vendor in the marketplace currently operating a fully outsourced DMV Call Center on behalf of a State government. The improvements in quality and service ACS has achieved for the Commonwealth of Pennsylvania are evidence of our experience and expertise in managing this business environment.

In addition to the PennDOT Customer Call Center, the Motor Vehicle Services division of ACS also operates fully outsourced IRP and permitting offices for The District of Columbia, the State of Ohio, and the State of Florida.

In addition to the Call Center ACS currently provides to the citizens of Pennsylvania, ACS also provides call center services for state and local clients as well as a long list of private sector clients, including Nextel, General Motors, Motorola, AT&T, Verizon, and 7-Eleven. Company-wide, ACS operates 150 customer call centers, staffed by 33,000 CSRs. The depth and breadth of our experience, coupled with our long-standing history and commitment to excellence, make ACS the experience and expertise leader in the business process outsourcing marketplace.

One example of our proficiency in call center operations is the “Center Of Excellence” certification recently received by our New York E-ZPassSM care center. This certification is based on best-practice metrics drawn from the world’s largest database of call center information. Centers attain this certification on the basis of objective, quantitative data, which is audited and validated by researchers from Benchmark Portal and the Center for Customer-Driven Quality at Purdue University.

Our customer call centers provide a wide range of functions including:

- Customer service fulfillment via Web, IVR/VRU, phone, and walk-in service
- Account maintenance
- Enrollment processing
- Transaction and payment processing
- Mail processing and statement generation
- Financial reconciliation and management

Another example of our call center operations is our Customer Interaction Center (CIC) in Sandy, Utah. Our CIC provides full multi-lingual project staffing in a domestic venue to service a variety of both public and private sector clients, including Ryder (referenced later in this section), in one centralized location. For eight years the 16,600 square feet, 490-seat Sandy CIC has maintained the highest standard of professional excellence and hosts some of ACS’ most technically challenging call center programs. Programs currently supported in Sandy include call center services, third party verification, road side assistance, technical help desk, and inside sales and retention. In support of these programs the Sandy CIC receives nearly three million incoming calls per month and places over 100,000 outbound calls per month. This call center is just one example of the dozens of large call centers that we operate across the nation.

Hands-on customer service experience, a dedicated project team, and strong financial backing will enable ACS to successfully fulfill the conditions of the PennDOT contract, complete a timely conversion, and efficiently operate the center. Many of our call center programs are

similar in size and complexity to that of PennDOT's Customer Call Center. (The references section includes specific references and provides detailed information on other customer call projects). In addition to these references, the MVS division of ACS State & Local Solutions has fully outsourced service centers in Pennsylvania (the PennDOT Customer Call Center), the District of Columbia, Ohio, and Florida.

Recently, ACS was positioned in the leaders quadrant by the Gartner Group based on the evaluation criteria of ability to execute and completeness of vision. According to the report, "Leaders demonstrate market-defining vision and the ability to execute against that vision through Customer Relationship Management (CRM) contact center Business Process Outsourcing (BPO) services, a sizable market share and solid references for CRM contact center BPO service in North America, including a cross-section of vertical industries. Leaders also continue to invest in innovative CRM contact center BPO service offerings, business/pricing models and service delivery models. They have a superior understanding of client needs and current market conditions, and are actively building competencies to sustain their leadership position in the North American CRM contact center BPO market. The CRM contact center BPO service providers in this quadrant generally have strong global or regional service delivery operations and deep technology to leverage, and deliver above-average customer experience." In their report Gartner evaluated: "advisory, consulting and migration services for CRM contact center BPO programs; insight across industries for CRM contact center BPO services; technology advisory and integration services related to CRM contact center BPO programs inclusive of voice and multichannels (i.e., Web chat, e-mail response, Web self-service, etc.); a comprehensive set of business process services across CRM functions, including for customer selection, acquisition, retention and extension."

ACS has been a leader in the call center outsourcing industry for more than 20 years, and this latest accolade proves our continuing leadership role. With more than 33,000 agents in 150 customer call centers around the world, ACS employees handle in excess of one million customer interactions every day in 20 different languages. We will be happy to share additional information and/or project references with the Commonwealth upon request. We have provided only the most relevant call center project references in this response.

IV.e Experience-Implementation

5. Provide a detailed description as to how the Offeror's background, experience, and structure will support the implementation of a customer call center. This information must include a description of the organization including facilities, current contracts and organization responsibilities, experience and/or current contracts with the public sector, number and types of employees and size and description of your customer base

Because ACS is the incumbent service provider for the PennDOT Customer Call Center, there is no implementation phase or activity involved in awarding the new contract to ACS. However, ACS does have extensive experience in implementation of large projects. Some examples of our implementation experience can be found in the "References" portion of this proposal, with a list of successful implementations by the Motor Vehicle Services (MVS) division shown below. As a leader in business process outsourcing and call center activities with more than 20 years of successful implementations to our credit, ACS has an infrastructure that supports our many customer call centers worldwide and is more than able to fulfill any and all implementation requirements.

ACS has more than 75,000 employees in 100 countries around the world. The MVS division of ACS is located at 101 N. 1st Avenue in Phoenix, Arizona. MVS currently provides hosted or outsourced solutions to a customer base of 23 U.S. jurisdictions and one Canadian province. The table below indicates the client name, the name of the contracted department, the location of that department, and the type of service(s) provided. With the exception of the Ohio outsourcing offices and the PennDOT Customer Call Center, facilities for all of these contracts are State-owned buildings. In Ohio, we lease a central office in Columbus, Ohio and three small satellite office State-approved facilities to provide this fully outsourced service. In Pennsylvania, we lease a state-approved facility as described in Section III.b.3 of this proposal response. Numbers of employees involved in each of these contracts typically range from several hundred for smaller State organizations to several thousand for larger State organizations. Types of employees range from clerical staff to upper level management and include customer service representatives, auditors, safety enforcement officers, supervisors, etc., primarily in Departments of Motor Vehicles, Transportation or Revenue/Taxation.

Current MVS Contracts			
Jurisdiction/Province	Department/Industry	Location	Service(s)
Arizona	Department of Transportation	Phoenix, AZ	IRP; PRISM
Arkansas	Arkansas State Highway and Transportation Department	Little Rock, AR	Motor Fuel Tracking
Connecticut	Department of Motor Vehicles	Wethersfield, CT	IRP; CVISN; PRISM
District of Columbia	Division of Motor Vehicles	Washington, DC	Outsourced IRP
Florida	Department of Transportation	Tallahassee, FL	Outsourced Oversize / Overweight Permitting
Idaho	Transportation Department	Boise, ID	IRP; CVISN; PRISM
Indiana	Department of Revenue	Indianapolis, IN	IFTA
Kentucky	Department of Revenue	Frankfort, KY	Motor Fuel Tax Tracking
Maryland	State Highway Administration	Hanover, MD	CVIEW
Michigan	Department of Treasury	Lansing, MI	Motor Fuel Tax Tracking; Tobacco Tax Tracking
Mississippi	State Tax Commission	Jackson, MS	IRP; IFTA; CVIEW; Motor Fuel Tax Tracking
Montana	Department of Transportation	Helena, MT	IRP; IFTA; CVISN; CVIEW; OS/OW Permitting
Nevada	Department of Motor Vehicles & Public Safety	Carson City, NV	IFTA; CVISN; OS/OW Permitting
New Hampshire	Department of Safety	Concord, NH	IRP; PRISM
New Mexico	Taxation & Revenue Department	Santa Fe, NM	IRP; IFTA; CVISN; PRISM; CVIEW; OS/OW Permitting
North Carolina	Department of Public Safety	Raleigh, NC	IFTA
Nova Scotia (Canada)	Service Nova Scotia and Municipal Relations	Halifax, NS	IRP; IFTA
Ohio	Department of Public Safety Department of Taxation	Columbus, Ohio	Outsourced IRP; IFTA; CVISN; PRISM; CVIEW
Pennsylvania	Department of Transportation	Harrisburg, PA	Outsourced DMV Call Center

Current MVS Contracts			
Jurisdiction/Province	Department/Industry	Location	Service(s)
Tennessee	Department of Revenue	Nashville, TN	IRP; IFTA; CVISN; PRISM
Vermont	Agency of Transportation	Montpelier, VT	IRP; IFTA; PRISM
Virginia	Department of Motor Vehicles	Richmond, VA	IRP; IFTA; Motor Fuel Tax Tracking
Washington	Department of Licensing	Olympia, WA	IRP; IFTA; CVISN; PRISM
West Virginia	State Tax Department and Department of Motor Vehicles	Charleston, WV	IRP; IFTA; CVISN; PRISM

In addition, in the Commonwealth of Pennsylvania alone ACS has almost 1,000 employees and more than 20 offices, servicing the following contracts:

- Pennsylvania Department of Public Welfare (education and information to Medicaid consumers throughout Pennsylvania)
- Northampton County (information technology outsourcing services)
- Pennsylvania Department of Public Welfare (maintenance, new development and associated tasks in support of Pennsylvania’s child support enforcement system)
- GMAC Mortgage (providing imaging and document management services)
- GlaxoSmithKline (providing computer infrastructure support)
- Department of Public Welfare in Middletown, Pennsylvania (statewide collection and disbursement of child support payments, including debit card services and customer services related to collections and disbursements)
- NYC Human Resources Administration in US Environmental Protection Agency (prepare, scan, and data enter documents)
- Philadelphia Parking Authority, City of Philadelphia, First Judicial District of Pennsylvania (full service citation processing and management services to law enforcement agencies and full service billing processing and collection services for city emergency medical services)
- Philadelphia Parking Authority (airport parking management services)
- University of Pennsylvania (microfilm processing & duplication)
- Monroe County, Department of Information Technology (information technology outsourcing services)
- Southeastern Pennsylvania Transit Authority (fleet management for public transit)

In addition to these specific contracts, ACS also provides the following service to Pennsylvania organizations: government records management services, unclaimed property services, government systems support, data exchange services, campus-based student loan services; and retirement, HR and benefits solutions.

IV.f HIPAA and ADA Compliance

6. Explain what measures the Offeror will take to ensure HIPAA compliance and meet ADA requirements

HIPAA

The ACS Global Privacy Policy is the cornerstone of the ACS commitment to the protection of all personal information, including personal health information. Our goal is to protect and use Personal Information provided to us as if it were our own. We use Personal Information in the performance of our duties as an employer and as a service provider to our customers. We do not sell, trade or lease Personal Information entrusted to us. We limit access to Personal Information to only those who have a business need to know. ACS values the trust our employees and customers place in us when they give us access to their Personal Information.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) guarantees federal protection for the privacy of personal health information. ACS has an unbendable policy on the protection of the privacy of all personal information. This protection of personal information extends to include any and all personal health-related information. All ACS employees undergo rigorous training related to the protection of personal and private information at hire, and every year thereafter. In addition, should it ever be necessary for an ACS employee to send personal information via e-mail, the ACS e-mail system scans for private information designations (such as the notation “PGP” in the subject line) and encrypts messages. This process ensures the safe passage of private information via e-mail, with the requirement that the recipient have the assigned password to decrypt the e-mail. This ensures that only the intended recipient will receive any kind of private information.

ADA Compliance

Every ACS office and facility is carefully designed to ensure full compliance with the Americans with Disabilities Act. This includes wheelchair accessible entrances, restrooms, and work areas, as well as easily accessible elevators in multi-story buildings. The ACS-operated Customer Call Center is no exception to this unerring policy. Every possible step has been taken to ensure equal access for all authorized to enter the facility.

IV.g Type of Contract

The Cost-Plus-Fixed-Fee-Contract resulting from this RFP will be a Not-to-Exceed Price Contract. The Offeror will be compensated for actual costs incurred plus a fixed fee, subject to a ceiling price. The fixed fee may be billed up to ten-percent (10%) of total direct labor and labor overhead costs or less. The Offeror is responsible for any cost overruns of the contracted price. The Commonwealth retains any savings resulting from any cost under-runs

As a vendor currently partnering with the Commonwealth of Pennsylvania, ACS is well aware of the requirements of a cost-plus-fixed-fee-contract as defined in the current RFP, including the fact that the fixed fee must be 10% or less of the total direct labor and labor overhead costs. We understand and accept that ACS will be compensated according to the parameters outlined in this requirement. In addition, ACS understands and accepts that we are responsible for any cost overruns and that the Commonwealth will retain any and all savings resulting from cost under-runs.

IV.h Monthly Billing Statement

The Offeror will submit monthly to PennDOT a certified detailed statement of actual expenditures including overhead and indirect charges, and profit with the following supporting documentation.

For the first six (6) months of the Contract-Copies of time sheets for all employees, copies of invoices and copies of any other documentation supporting expenditures.

For the remaining months of the Contract-A listing of employees and the hours charged to the Contract and copies of invoices where the expenditure amount is in excess of \$5,000.00. Offeror will retain all supporting documentation for this Contract period that was provided during the first six (6) months in the event PennDOT wishes to perform a review OF audit.

Under separate cover from the monthly statement of expenditures, the Offeror will submit a progress report within 15 days after the end of each month. This progress report will include hours spent on the project. These records are for PennDOT purposes only.

The ACS billing system currently in place for the PennDOT Customer Call Center already meets all of these criteria. ACS understands and accepts responsibility for adhering to all of the above-referenced requirements under the terms of the new contract.

IV.i Invoicing

Invoicing

5. The Commonwealth will accept invoices for reimbursement only after CSRs begin taking phone calls for PennDOT.

Because ACS is already working with the Commonwealth in provision of these Call Center services, there will be no transitional down time between the current contract and the new one. Therefore, ACS has already established an invoicing system with PennDOT and will continue that invoicing uninterrupted.

- 2 The successful contractor will invoice actual costs for work completed in accordance with the contract up to the maximum amount of the contract.

ACS will continue to invoice PennDOT for the actual costs related to work completed, in accordance with the contract, not to exceed the amount of the contract.

- 3 Invoices must be submitted on a monthly basis and include both a summary invoice and itemized invoice. The invoice must include cost details for each of the categories on the Cost Proposal Template.

Under the new contract, ACS will continue to submit invoices on a monthly basis, including both summary and itemized invoices including cost details for each of the categories included in the Cost Proposal Template.

- 4 Backup documentation to support costs shall be provided to PennDOT as requested throughout the contract.

ACS agrees to provide backup documentation in support of costs upon request from PennDOT throughout the life of the new contract.

- 5 The contractor may not invoice the Commonwealth for commissions, bonuses, severance pay, promotional items, memberships, affiliations, local event participation and other costs not deemed by PennDOT to be necessary to running and managing the day to day operation of the Customer Call Center.

ACS agrees to invoice PennDOT only for costs deemed necessary for the day-to-day operation of the Customer Call Center. We understand that no other costs, including those detailed in this requirement, may be invoiced to the Commonwealth.

IV.j Economy of Presentation

Economy of presentation should be followed during the creation of your proposal. It is strongly recommended that the body of a proposal containing a fair amount of mixed text and graphics should not contain more than 75 printed pages, while text heavy proposals should generally not exceed 60 pages. There are no requirements as to font size or spacing, but overly small, narrowly spaced text is discouraged. Vendors should also be aware that members of the evaluation team have the option to view a proposal entirely online, and files that are too large may render incorrect or slowly. Exhibits and additional documentation does not count against these page totals, but will still impact total file size. Care should be taken to keep the submission to below 25 Megs if possible

As an organization with strong “green” initiatives, ACS understands and respects the need to adhere to stated guidelines for economy of presentation. Every effort will be made to ensure that the stated page lengths are not exceeded, and that the file size is optimized for ease of viewing in an electronic format. In addition, typefaces will be chosen on the basis of readability to further facilitate the work of the evaluation team.

IV.k Sub-Contractors

All subcontracts must first be approved by the Commonwealth and identified in the technical response. Any and all corporate or other business relationships between the contractor or the contractor's officers and employees and the subcontractor or the subcontractor's officers and employees must be disclosed to the Commonwealth in the proposal. The Commonwealth reserves the right, in its sole discretion, to reject any proposed subcontractor.

ACS understands that any and all subcontractors must receive prior approval by the Commonwealth of Pennsylvania and be identified in the technical response submitted. We affirm that business relationships with our identified subcontractor(s), its officers, or employees exist beyond the relationship proposed in the technical response to this Request for Proposal. In addition, ACS understands that the Commonwealth has reserved the right to reject any proposed subcontractor.

IV.l Service Level Agreements

IV-5 SERVICE LEVEL AGREEMENTS MATRIX:

The selected Offeror shall adhere to a set of minimum service levels and shall agree to incur service-level damages, including liquidated damages, if Service Level Requirements are not fulfilled. The selected Offeror and the Commonwealth agree that if a service level is not met, the failure will interfere with the operation of the Commonwealth's program and will result in damages to the Commonwealth. Where those damages are not otherwise clearly calculable (as in the overpayment of a claim) and able to be reimbursed as direct or consequential damages, it is otherwise impractical and extremely difficult to fix the actual damage sustained. The Commonwealth and the selected Offeror therefore presume, in the event of any failure to meet a service level, the amount of damages which will be sustained from the failure will be the amount listed as liquidated damages as specified below, and that the selected Offeror shall pay such amount as liquidated damages and not as a penalty. The assessments are not mutually exclusive; more than one may be assessed at a time.

The Commonwealth, at its option, for amounts due the Commonwealth as service-level damages, may deduct the amounts from any money payable to the selected Offeror, or may bill the selected Offeror as a separate item. The Commonwealth shall notify the selected Offeror in writing before deducting such sums from money payable to the selected Offeror. Delivery to the Commonwealth of a product or service that is rejected by the Commonwealth shall not toll the running of the days for purposes of determining the amount of liquidated damages.

As PennDOT's current partner in the Customer Call Center, ACS is very familiar with the performance standards expected by the Commonwealth. We have read the service level requirements delineated in this Request for Proposal and have a clear understanding of what is required. We agree to adhere to the performance standards set forth and to be subject to the liquidated damages specified herein. ACS understands that any amounts due from liquidated damages may be deducted from any funds payable to ACS for services rendered, and that the Commonwealth will notify us in writing before any such deductions are made. Included in these service level requirements that ACS has ratified by submission of this proposal are the following:

- CSR Handled Call Requirement
- CSR Access Rate
- CSR Accuracy Rate
- E-Mail Requirement
- Systems/Services Availability
- Average Speed of Answer
- Change of Address

V. PERSONNEL

REQUIREMENT: RFP II.2.e (Note: See specific requirements below.)

Staffing is perhaps the single most critical aspect of the management and operation of a Customer Call Center. With more than four years of experience staffing the Pennsylvania Department of Transportation (PennDOT) Customer Call Center, ACS has a thorough understanding of the unique requirements of PennDOT and its customers.

V.a Executive & Key Professional Personnel

Include the number of executive and key professional personnel, such as Customer Call Center Manager, Customer Call Center Assistant Manager, Training Coordinator, 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.

ACS has identified the following six executive and key personnel who will be dedicated to this project:

- Customer Call Center Manager
- Assistant Customer Call Center Manager
- Training Coordinator
- IT Administrator
- Finance Manager
- QA Analyst

Each position has been identified based on the unique and critical roles required for the successful operation of the Customer Call Center and to meet the contractual needs of this project. The personnel listed above will work at the Customer Call Center location in Harrisburg, PA.

V.b Management Structure

Describe the proposed management structure to support the Commonwealth contract.

Include an illustrative/organizational chart that represents the proposed structure, along with specifics on the number of dedicated representatives expected, and the skills required of the representatives.

Provide the names, roles, and resumes for the key people the Offeror is proposing for the dedicated manager positions including reporting relationships and the responsibilities of each position.

Include the names and qualifications of those individuals selected to comprise the Customer Call Center implementation and operation team and how long each has been with your company

ACS will dedicate the following key staff members to the operation of the PennDOT Customer Call Center:

- Michelle Klopp, Customer Call Center Manager
- Lisa Earnest, Assistant Customer Call Center Manager
- Kristen Ritter, Training Coordinator

The team identified above serves in these roles under the current contract and has been dedicated to the success of the operation and service to the customers of the PennDOT Call Center project. Collectively, these three individuals have served the PennDOT Call Center project in various capacities for a total of 27.5 years. Please refer to **Appendix A, Resumes**, to review the qualifications and experience of these individuals.

If a vacancy should occur in any of these key positions, the vacancy will be immediately backfilled with someone in an acting, dedicated capacity until the position can be permanently filled. Any vacancy will be backfilled within six weeks, with PennDOT approving all key positions, both acting and permanent.



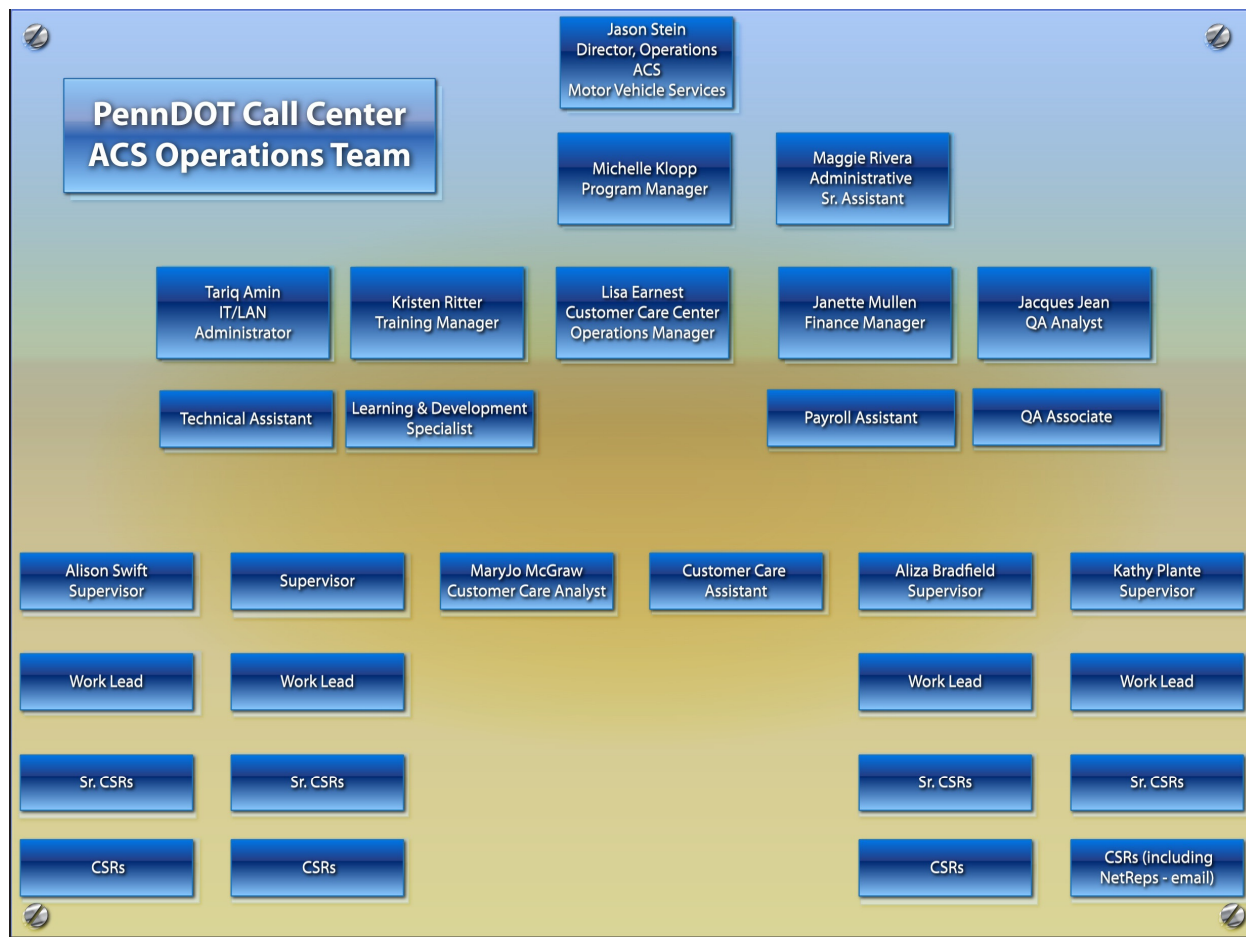
Exhibit V-1. Senior Management Team
Back Row: K. Ritter, T. Aman, J. Jean, L. Earnest
Front Row: J. Mullen, M. Klopp, M. Rivera

ACS will continue with the effective, two-tiered management structure currently in place. The first tier, the senior management team, will include the Customer Call Center Manager, Assistant Manager, Training Coordinator, IT Manager, Finance

Manager, QA Analyst, and Senior Administrative Assistant. *Exhibit V-1* shows the current senior management team. The roles, responsibilities, and communication managed by this staff are critical to overall Call Center performance management. The second tier, the operations team, will include the Supervisors, Operations Analyst, and a Customer Care Assistant. This is the tier with the greatest impact on the performance of the CSR staff, is critical for employee relationships and communication, and results in improved loyalty and dedication to ACS, PennDOT, and the project. An organizational chart of the management structure and overall staffing model proposed for this project can be viewed on page V-3 (*Exhibit V-2*).

As the incumbent, ACS will not require an implementation team. The Operations team, led by the Assistant Manager, is comprised of the following:

- **Allison Swift, Supervisor** – Allison has been with ACS for four years. She has 13 years of experience with the PennDOT Call Center project and Driver Licensing and Motor Vehicle information. Allison has extensive PennDOT knowledge, is skilled in employee development, and focuses on fulfilling customer expectations.
- **Aliza Bardfield, Supervisor** – Aliza has been with ACS for three-and-a-half years and has nine years of experience with the PennDOT Call Center project. Aliza has an in-depth knowledge of Driver Licensing and Motor Vehicle information. Aliza previously served in the role of QA Analyst and uses this experience to develop the knowledge of Work Leads and CSRs.
- **Kathy Plante, Supervisor** – Kathy has been with ACS for four years, and has eight years of experience with the PennDOT Call Center project. She has an intimate knowledge of Driver Licensing and Motor Vehicle information and has previously served as an initial trainer for new hires. She currently oversees the e-mail response production.
- **Maryjo McGraw, Operations Analyst** – Maryjo has been with ACS for seven years, with three-and-a-half of those years as the Customer Care Analyst for the PennDOT Call Center project. Maryjo has over ten years of experience in analytical-related roles and has achieved a strong understanding of the Call Center processes as they relate to call activity, customer caller behavior, call arrival patterns, and telephony reporting.



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Exhibit V-2. PennDOT Call Center ACS Operations Team

ACS will continue with the effective management structure currently in place.

In total, the entire management structure that ACS is proposing brings 74.5 years of PennDOT Call Center experience to the project. The chart below identifies the team members, their roles, the number of years at ACS on the PennDOT project, and years of experience in serving the PennDOT Customer Call Center.

Exhibit V-3. Management Team Experience.

The ACS PennDOT Call Center Team has 74.5 years of experience.

Position	Name	Number of Years at ACS	Number of Years of Prior PennDOT CCC Experience	Total Years of Experience
Customer Care Center Manager	Michelle Klopp	4	9	13
Senior Administrative Assistant	Magdalena Rivera	3.5	3.5	7
Training Coordinator	Kristen Ritter	4	9	13
QA Analyst	Jacques Jean	2.5	0	2.5
IT Administrator/Manager	Tariq Aman	3	0	3
Asst. Customer Call Center Mgr.	Lisa Earnest	1.5	0	1.5

Position	Name	Number of Years at ACS	Number of Years of Prior PennDOT CCC Experience	Total Years of Experience
Finance Manager	Janette Mullen	1	0	1
Customer Care Analyst	MaryJo McGraw	3.5	0	3.5
Customer Care Supervisor	Kathy Plante	4	4	8
Customer Care Supervisor	Aliza Bardfield	3.5	5.5	9
Customer Care Supervisor	Allison Swift	4	9	13
Grand Total				74.5

V.c Subcontractors

Identify by name any subcontractors you intend to use and the services they will perform

Adept Consulting Services will be used in support of this project by supplying qualified CSR staff.

V.d Criminal History and Background Checks

- The Offeror must, at its expense, obtain a Pennsylvania State Police background check in addition to a PennDOT - approved national background check on all Customer Call Center personnel employed in the Customer Call Center facility, along with other staff (if applicable) who have access to the facility during non-operational hours.
- This includes employees, as well as employees of any of its subcontractors, who will have access to Commonwealth IT facilities or data, either through on-site access or through remote access.
- The background checks must be conducted prior to initial access and on an annual basis thereafter.
- All Criminal Record Check Reports for initial access must be submitted to the Department for final written approval.
- In the event a criminal history is found, the Offeror must furnish the facts and secure Department approval before hiring or utilizing the person involved and must submit a copy of the Criminal Record Check Reports.
- The Department takes the position that anyone convicted of a criminal offense is not necessarily barred from employment by the Offeror in all cases.
- Each case will be considered on its own merits. However, under no circumstance shall a person work within the Customer Call Center before the criminal history checks are completed or before a person who has a previous criminal history is approved by the Department.
- If an annual criminal background check reveals a criminal history exists, the Department may withdraw previously granted approval.
- After completing the annual checks, the Offeror must provide written confirmation that the background checks have been conducted.
- If, at any time, it is discovered that a Customer Call Center employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, breach of trust/fiduciary responsibility, which raises concerns about building, system or personal security or is otherwise job-related, the Offeror shall not assign that employee to any Commonwealth facilities, shall remove any system access privileges already given to the employee and shall not permit that employee remote system access until authorized in writing by the Department.
- The Department may withhold its consent in its complete discretion. Failure of the Offeror to comply with the terms of this paragraph may result in default of the Offeror under its contract.
- The Department reserves the right to require removal of all individuals who are employed in any capacity by the Customer Call Center for this contract.
- The Department reserves the right to require the Customer Call Center remove any individual from performing any service under this contract.
- This includes janitorial staff. The Customer Call Center shall set up computer terminals in such a manner that the screens are not accessible to any individual who is not employed by the Customer Call Center or as an approved subcontractor.
- Employees and other individuals without criminal background checks in place should not have access to or be able to view any screens that may contain customer's driver or vehicle records and personal information.

- Anyone with access to the Customer Call Center facilities, where computers are visible, must have the approved background check in place prior to being permitted entrance.
- This includes visitors, janitorial staff, delivery personnel, etc. The exception would be PennDOT personnel, or any person approved by the Department.
- If federal requirements dictate more extensive checks including but not limited to FBI Fingerprint-based checks, the Offeror will be required to comply.

ACS understands and accepts that it must, at its own expense, obtain criminal history background checks for all personnel employed in the Customer Call Center. This check has been done on both the national level and with the Pennsylvania State Police for the duration of the current contract. The process will continue uninterrupted under the new contract, upon PennDOT approval of the national background check vendor. Should federal requirements mandate more extensive checks, ACS will also perform these background checks. ACS understands that this requirement extends to all employees, subcontractors, and others who will have access to the Commonwealth IT facilities, data, or Call Center facility. The background checks will continue to be completed prior to initial access to the facility and will be submitted to PennDOT for final, written approval. No employee without a completed and approved criminal history background will be allowed access to any PennDOT system that contains customer driver or vehicle records, or personal information. Should federal requirements dictate more extensive checks are required, ACS will comply.

PennDOT does not necessarily bar from employment an individual who has a record of criminal activity and stipulates that each case will be considered on its own merits. However, should it be discovered that a Call Center employee has a criminal record for a variety of felony or misdemeanor offenses as outlined in this requirement, ACS will furnish the facts to the Pennsylvania Department of Transportation to secure approval for the use of that individual. Under no circumstances will any employee be assigned to a Commonwealth facility or allowed access to any Commonwealth system prior to receipt of written approval from PennDOT. ACS understands that PennDOT may withhold or withdraw this approval should a subsequent criminal check reveal a criminal history. In addition, we accept that PennDOT has the right to require removal of any individuals who are employed in any capacity at the Customer Call Center.

ACS has established a well-defined annual background check process with PennDOT's Customer Call Center Program Manager, and will continue to provide PennDOT with written confirmation that annual background checks have been conducted. The process can be seamlessly modified to include the new requirement of annual national background checks.

VI. TRAINING

ACS has designed customized training programs, materials, and certification programs to ensure that our Customer Service Representatives (CSRs) are thoroughly prepared to serve the customers of the Pennsylvania Department of Transportation (PennDOT) Customer Call Center.

VI.a Overview

REQUIREMENT:

In cooperation with PennDOT representatives, the Offeror shall train all personnel who will be involved with the operation of the services.

The Offeror shall use the train-the-trainer approach.

The Commonwealth will provide a one-time training covering driver license and motor vehicle topics what will take place in Harrisburg for up to 15 Offeror employees, which must include the Offeror's trainers.

As the incumbent, it will not be necessary for the Commonwealth to train the current Call Center employees. ACS has successfully designed independent recruiting and training programs that will continue into the next contract term, ensuring all personnel are trained on required PennDOT information in accordance with all aspects of their job responsibilities. ACS has a detailed course syllabus for initial training programs for both Driver Licensing and Motor Vehicles, which will continue to be used.

VI.b Electronic Desktop Training/Reference Materials

The Offeror shall describe how it intends to ensure the training/reference content is maintained in an up-to-date, accurate and efficient manner. The Offeror shall analyze the ability of CSRs to easily access and utilize this information to meet the quality performance measures stated in this RFP for accuracy, consistency, thoroughness, timeliness and responsiveness to callers' needs. If new information is provided by PennDOT, the CSR training/reference materials must be updated, and all CSRs must be trained on the new information within three business days unless otherwise advised by the PennDOT's Customer Call Center Program Manager. Please describe how the Offeror intends to ensure the training/reference materials, once updated, will be delivered back to PennDOT to download onto employee work stations.

ACS has developed a complete set of training and reference materials, inclusive of course syllabuses and continuation training documentation for subjects requiring annual review, such as apportioned training. These materials are updated as needed based on module updates received from PennDOT and subjects or areas ACS identifies as critical to each course syllabus. The revision of the course syllabus and subjects covered ensures that CSRs are capable of fulfilling the job responsibilities when they graduate from training and progress to the production area. These updates include the modification of quizzes and tests, as well as additional training requirements such as customer service, phone use, RoboHelp use, and the internal escalation (Assist) procedure. Our course syllabus also incorporates role playing and training mentor shadowing to ensure that a CSR is fully prepared for all aspects of call handling, customer interaction requirements, and call quality.

We will continue to utilize RoboHelp 8.0 on PCs to maintain all electronic desktop training and reference materials, inclusive of the information modules provided by PennDOT as well as ACS-designed information modules. ACS will continue to ensure that employees are trained on updated information within three business days, unless otherwise advised by PennDOT's Customer Call Center Program Manager. ACS has successfully managed this process by ensuring RoboHelp is updated within three days of any communicated change. Additionally, our Daily Need-to-Know communicates key information or changes that require immediate

employee attention. ACS will continue to provide PennDOT with updated RoboHelp CDs twice per month for download onto PennDOT employee workstations. This process will continue to be coordinated between the ACS Customer Care Manager and PennDOT's Customer Call Center Program Manager.

VI.c PennDOT Staff Attending Offeror Training

Throughout the life of the Contract and at PennDOT's discretion, up to five PennDOT staff members may attend Offeror CSR training classes. More may attend if the Offeror is able to accommodate.

ACS understands and accepts that, at the discretion of PennDOT, a thirty-day notice may be given to request that as many as five PennDOT staff members attend ACS CSR training classes. More PennDOT staff members may attend if the class size and location permit.

VII. FINANCIAL CAPABILITY

REQUIREMENT: RFP Section x.x.p.x (ACSs_RFP Title)

- Describe your company's financial stability and economic capability to perform the contract requirements.
- Financial Documents such as audited financial statements for the most recent completed three (3) years will be acceptable to the Commonwealth
- If audited financial statements are not available, Offeror's shall provide copies of its corporate Federal tax returns, including all supporting schedules for the last three (3) years will be acceptable to the commonwealth.
- One (1) copy of the Offeror's financial statements and/or corporate tax returns with all supporting schedules shall be provided to the Commonwealth with the Offeror's technical submittal response.

As a leader in business process outsourcing and call center operation since its founding in 1987, ACS has proven itself to be a stable business entity worth of long term partnerships with today's government and commercial organizations.

ACS has proven itself to be a solid financial performer with the capability to support, manage, and complete implementations of any size and scope. In 2009, annual revenues were nearly \$6.6 billion, up from nearly \$6.2 billion for FY 2008 and \$5.8 billion for FY 2007. As a member of the prestigious Fortune 500, ACS has illustrated its financial strength and stability over the long term. Finally, ACS has consistently out-performed the Dow Jones Industrial Average (DJIA), rising 42.98% vs. a 29.52 increase for the DJIA over the last year. The strength and stability of ACS State & Local Solutions is illustrated by the annual reports for fiscal years 2007, 2008, and 2009, which are included in **Appendix F**. ACS is a proven performer with the longevity, stability, and resources to be a long-term partner with the Commonwealth of Pennsylvania in the operation of the PennDOT Customer Call Center.

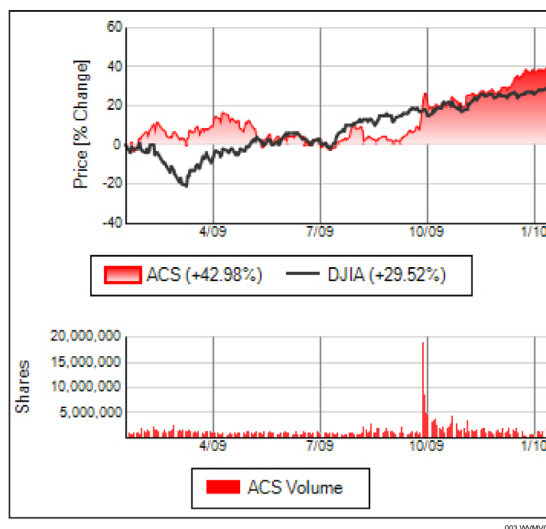


Exhibit VII-1. ACS vs. DJIA Performance

VII.a Financial Statements

Annual reports for fiscal years 2007, 2008, and 2009 are included in **Appendix F**.

VIII. OBJECTIONS & ADDITIONS TO STANDARD CONTRACT

REQUIREMENT: RFP Section VIII

- The Offeror will identify which, if any, of the terms and conditions (contained in part V) 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 objects 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 Part V.
- All T&Cs must appear in one integrated contract.
- The Issuing Office will not accept reference to the Offeror's or any other, online guides or online T&Cs contained in any proposal.
- Regardless of any objections set out in this proposal, the offeror must submit its own proposal, including the cost proposal, on the basis of the T&Cs set out in Part V. The Issuing Office will reject any proposal that is conditioned on the negotiation of T&Cs other than those set out in Part V.

Standard Contract Objections & Additions

The ACS proposal does not take exception to the RFP terms and conditions. It does, however, assume some clarifications, assumptions, and non-material changes to certain provisions which are provided below for your consideration and negotiation:

Appendix A, Standard Contract Terms and Conditions for Services

V.27, Contract-019.1 Hold Harmless Provision (Nov 30 2006) – ACS assumes indemnification will be limited to actual and reasonable claims related to situations involving Contractor's fault or negligence.

V.31, Contract-023.1A Termination Provisions (Oct 2006) – ACS requests a 60-day cure notice prior to termination for material default cause and 60-day notice prior to termination for convenience.

V.48, Contract-045.1 Insurance – General (Dec 12 2006) – ACS assumes this clause can be modified as necessary to make the language consistent with ACS' corporate insurance policies. A standard ACORD certificate of insurance will be provided.

V.49, Contract-048.1b Contract Performance Security (December 2006) – ACS assumes that annually-renewable bonds will be acceptable, and the performance bond form provided with this RFP may be modified to reflect annually-renewable bond and other wording by the Contractor's Surety Bond Broker. ACS requests the opportunity to discuss alternate forms of contract performance security, such as applicable reductions in the bond amount over time, or a parent guarantee in lieu of a bond.

Appendix G, Service Level Agreements (SLAs)

ACS assumes the RFP *Appendix G Service Level Agreements* will be subject to good faith negotiations. More specifically, we would request that assessment of all LDs and/or penalties be subject to a reasonable upset limit and that any such assessment will only be made in situations clearly the sole fault of ACS or its subcontractor(s).

Insurance Bond Comments and Amendments

- 1) **Page 42, Section V.48 Contract – 045.1 Insurance – General:** Standard insurance wording should be reflected. In addition, ACS requires its subcontractor to provide and maintain their own insurance. This section must be revised to read:

“V.48 Contract-045.1 Insurance – General

The Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, 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. ***Contractor shall also require its subcontractors to comply with the insurance requirements of this section at subcontractor’s expense.***

- A. Workers’ Compensation Insurance: for all of the Contractor’s employees ~~and those of any subcontractor~~, engaged in work at the site of the project as required by law.
- B. ~~Public Commercial General Liability and Property Damage~~ ***Commercial General Liability and Property Damage*** ~~including Premises, Products, Completed Operations Liability and Personal and Advertising Injury, Contractual Liability, Independent Contractors and Broad Form Property Damage Liability:~~ to protect the Commonwealth, ***as an additional insured***, the Contractor, ~~and any and all subcontractors~~ ***as a named insured***, from claims for damages for personal injury (including bodily injury), ~~sickness or disease, accidental death and~~ damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract ~~or the failure to perform under the Contract, whether such performance or non-performance by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either Contractor.~~ ~~The minimum amounts of coverage shall be \$250,000 per person and~~ ***Such insurance shall be written with a combined single limit for bodily injury and property damage in the amount of \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage \$2,000,000 general aggregate.*** Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current ***standard ACORD form*** certificates of insurance. These certificates ~~or policies shall name~~ ***include*** the Commonwealth as an additional insured ***for commercial general liability*** and shall contain a provision that the coverage’s afforded under the policies will not be cancelled or ~~changed~~ ***nonrenewed*** until at least thirty (30) days written notice has been given to the Commonwealth.

The Commonwealth shall be under no obligation to obtain such certificates from the Contractor(s). Failure by the Commonwealth to obtain the certificates shall not be

deemed a waiver of the Contractor's obligation to obtain and furnish certificates. ~~The Commonwealth shall have the right to inspect the original policies.~~

- 2) **Pages 42 & 43, Section V.49 Contract-048.1b Contract Performance Security:** Also, the second paragraph in this bond section references that the bond would basically cover liquidated damages. This is not the intent of a surety performance bond. The first sentence in the second paragraph should be deleted in its entirety as it should not relate to the performance bond. Also, the following sentence must be added to the first paragraph.

ADD: *“Such performance bond form provided by this RFP may be modified to reflect annually renewable bond wording by the Contractor’s Surety Bond Broker.”*

- 3) **Appendix P Specific Performance Bond Form:** The annually renewable paragraph will need to be added to this form.
- 4) A current Certificate of Liability Insurance for the PennDOT Customer Call Center is provided as *Appendix E*.

APPENDIX A. RESUMES

MICHELLE L. KLOPP

CUSTOMER CALL CENTER MANAGER

SUMMARY

Accomplished manager with 17 years' experience in the call center industry, including 10 years in management positions and 3 years of supervisory roles dedicated to serving Pennsylvania Department of Transportation's (PennDOT's) outsourced call centers. Areas of expertise include call center metrics, customer service, process improvements, Interactive Voice Response (IVR) script development, quality assurance, personnel administration, and contract compliance.

WORK EXPERIENCE

Program Manager, PennDOT CCC, ACS

05/2008–Present

- Manage and direct the performance of Operations (110-120 seat call center), Training, Finance, Technology, and Quality Assurance departments, as well as the Sr. Administrative Assistant
- Ensure compliance of contractual obligations and client expectations inclusive of total customers served, accuracy, and customer service standards
- Serve as a liaison between ACS and PennDOT in all areas of contract requirements, inclusive of analysis and recommendations for improvement in performance and customer service enhancements
- Develop and administer company policies, ensure administration and compliance to client policies
- Facilitate office-wide involvement and company participation in community and national charity events

Operations Manager, PennDOT CCC, ACS

11/2005–5/2008

- Managed daily operations of a 110 – 120 seat contact center averaging 7,000 – 9,000 Customer Service Representative (CSR)-handled calls per day
- Ensured compliance of contractual obligations related to CSR performance (total customers served, average speed of answer, accuracy, etc.)
- Increased IVR containment rate from 27% to over 40% through the redesign of the scripting and addition of customer self-serve options
- Initiated an aggressive training and retention plan that increased the efficiency of the training timeline, improved graduate retention rate, and improved recruitment of CSRs

Operations Manager, PennDOT Call Center, Ito1 Contact Centers

01/2000–11/2005

- Managed daily operations of a 135-seat call center averaging 11,000 CSR-handled calls per day
- Directly supervised, evaluated, and developed 10 Operations Supervisors, 1.5 administrative assistants
- Managed and developed Area of Expertise programs
- Managed quarterly process improvement initiatives
- Served as the liaison between PennDOT and 1-to-1 personnel

Sr. Operation Supervisor, PennDOT Call Center, 1to1 Contact Centers **09/1996–12/1999**

- Supervised team of 10 senior CSRs handling complex, challenging external customer calls as well as internal customer inquiries (Help Desk)
- Monitored and evaluated employee performance
- Managed Quality Assurance personnel responsible for observing and analyzing customer service quality within the entire Transportation Division
- Completed quarterly process improvement initiatives
- Served as liaison between PennDOT and 1-to1 Contact Center personnel

Supervisor, Central Reservations, Penske Truck Leasing **09/1995-05/1996**

Lead Telephone Sales Rep, Penske Truck Leasing **05/1995-09/1995**

Telephone Sales Representative, Penske Truck Leasing **03/1993-05/1995**

EDUCATION

- AAS, Cazenovia College, 1988

AWARD AND CERTIFICATIONS

- ACS Spot Award, 2006
- 1-to-1 Signature Service Award, 1998
- Penske Employee of the Quarter, 1995

LISA B. EARNEST

CUSTOMER CARE ASSISTANT MANAGER

SUMMARY

Successful Army Veteran with over 11 years' experience in inside sales and customer service management. Industry experience in both the for-profit and not-for-profit sectors; certified by the Call Center Industry Advisory Council (CIAC) in Operations Management.

WORK EXPERIENCE

Operations Manager, PennDOT Project, ACS ***08/2008–Present***

- Manage customer service operations in the contact center to meet or exceed established performance standards including call center activity and in-bound email
- Identify and implement processes that will improve the customer care center's production
- Responsible for recruiting and hiring to meet required staffing levels
- Work closely with PennDOT Customer Care Manager to ensure the contact center meets required customer service standards

Contact Center Manager, AAA Northern New England ***02/2007–07/2008***

- Managed emergency road service call center with approximately 100 employees, including dispatch operations
- Met or exceeded guidelines for call center and dispatch metrics in 24x7 operation, including ASA, abandon rates, response time and member satisfaction
- Implemented proprietary AVL software and new call receiving software to 100+ employees

Software Sales Manager, J.J. Keller & Associates ***11/2004–06/2006***

- Managed Technical Sales Department consisting of three unique sales teams prior to department dissolution
- Increased sales of computer based training product line 36.6% from \$736,591 in 2004 to \$1,006,553 in 2005
- Decreased KellerSoft team credit memos from 23% in 2005 to 14% in March 2006

Call Center Manager, AAA East Central ***11/2000–11/2004***

- Managed Emergency Road Service/Teleservice call center with approximately 130 employees, including employees in two satellite locations
- Decreased ASA by 45%, and abandon rate by 51%; improved member satisfaction scores for telephone operator from 64% to 72.3% "totally satisfied" by January 2004
- Evaluated and recommended purchase of various software programs to increase operational efficiency, including workforce management, quality control and internet-based timekeeping system
- Recommended and implemented expansion of Bridgeport, WV, call center to improve staffing effectiveness and control overtime costs during seasonal peaks

- Eliminated use of temporary agency employees and improved efficiencies at satellite centers, resulting in a savings of \$91,550 in 2002. Kept call center \$220,000 below budget in salary expenses in 2003 without jeopardizing member service

Inside Sales Manager, Dalloz Fall Protection

03/2000–10/2000

- Responsible for growth and maintenance of inside sales in the US and Canada
- Evaluated and redesigned the inside sales team structure to support DFP strategic initiatives, including making recommendations on the incentive compensation plan

Sales Manager, Inside Sales, HealthAmerica

08/1997–10/1999

- Began as Regional Manager for Eastern PA, and was promoted to manage the Micro Market sales and service team on a statewide basis with existing account base of 5800+ accounts.
- Developed, implemented and managed the consolidation of Eastern PA Micro Market Team with Western PA Micro Market Team effective February 1999

Sales Associate/Financial Advisor, Prudential Securities

06/1994–08/1997

- Developed new business by prospecting for qualified retirement plans, specifically 401(k) and defined benefit plans to plan sponsors with a minimum of \$1 million in assets
- Prepared proposals in response to RFPs for investment management consulting services

EDUCATION

- B.S. Business Administration, Marketing, San Diego State University, 1988

AWARD AND CERTIFICATIONS

- CIAC (Call Center Industry Advisory Council) Certified Operations Manager, 2008
- Honorable Discharge, U.S. Army, 1978 - 1985

KRISTEN RITTER

TRAINING COORDINATOR

SUMMARY

Skilled manager with over 14 years' training, learning management, and supervisory experience, including 13 years' training in a PennDOT-specific customer service environment. Background includes a strong focus on operations management with experience in leadership training, training program design, and authoring computer-based reference materials.

WORK EXPERIENCE

Learning and Development Manager, PennDOT CCC, ACS ***11/2005–Present***

- Develop and deliver client-specific training programs
- Train staff on technical skills, customer service techniques, and basic business skills
- Evaluate effectiveness of training and make appropriate modifications as needed
- Complete annual evaluation of certification program
- Design and facilitate quarterly training for team leaders and supervisors
- Manage needs assessment process for new training courses in both client-specific and employee development categories
- Oversee material development and revisions to existing resources to ensure training and operations needs are being met
- Communicate changes in client procedures and policies to the staff in a clear and timely manner
- Perform data compilation, report generation, and accompanying analyses of training processes

Supervisor of Training and Development, Ito1 Contact Centers ***10/1996–11/2005***

- Coordinated, monitored, and evaluated training for customer service representatives
- Monitored and evaluated performance of customer service representatives
- Coached representatives for improved performance
- Analyzed performance trends and recommended improvements

Manager, L.A. Weight Loss ***02/1995–09/1996***

- Hired and trained new employees on customer service and sales techniques
- Ensured office sales goals are met weekly

EDUCATION

- Ricks College (Now BYU Idaho)

TECHNICAL SKILLS

- RoboHelp HTML x5.0

TARIQ AMAN

IT MANAGER

SUMMARY

Talented and accomplished manager of IT systems with 9-year proven track record. Practiced in successful development of business critical information systems, telecommunications networks and peripheral components.

Possesses first-rate communications skills to collaborate on all business levels while effectively directing system processes, operating procedures and documentation on-site and for remote locations. Highly personable and self-motivated professional with versatility to work among diverse groups and handle complex problems effectively.

WORK EXPERIENCE

IT Manager, PennDOT, ACS *12/2006–Present*

- Assist in the planning & implementation of modifications to technical infrastructure
- Assist in implementing and maintaining network security for office intranet.
- Manage and maintain computers, and technical hardware, including network, telephony and security equipment.
- Maintain and test servers for functionality and dispatch work orders for replacement parts.
- Provide technical support to office staff
- Implemented tapeless fileserver backup
- Designed, prepared and deployed Fax applet
- Maintain inventory of technical hardware and software
- Help support and implement corporate policies and procedures.

Sr. NOC Specialist, Engineering Datacenter, Corning *07/2006–12/2006*

- Worked as a consultant to help troubleshoot chronic datacenter network issues. Spearheaded network upgrade and assisted in developing a team performance tracking software based on ASP.Net

Sr. IT Specialist, Network Solutions *06/2003–07/2006*

- Maintained Call Center Network and Server equipment. Assimilate technology infrastructure of newly acquired e-commerce organization.
- Managed technology specification for a pilot work-from-home program.
- Successfully implemented a companywide initiative to migrate from workgroup environment to an AD environment, helping bring down IT costs.

ASIC Product Engineer, IBM *08/2001–04/2002*

- Worked with government clients to understand ASIC design requirements and fabricated the end product
- Migrated legacy command based test tools to a GUI (Tcl/Tk based) format which allowed scripting and testing automation.

Systems Programmer Analyst, FiNet Technologies

08/2000–07/2001

- Provided advanced technical support to developers, corporate customers and end users for complex products, including highly-escalated issues.
- Developed custom software solutions for Opto Electronics testing using VB and C++
- Maintained hardware and software systems

EDUCATION

- B.Sc. EE, Wilkes University, 2000
- Assoc Business Admin, Center for American Education, 1994

AWARD AND CERTIFICATIONS

- MS Certified VB Programmer, 2001
- SPC (Statistical Process Control) Training Certification, 2001

TECHNICAL SKILLS

- Systems: Windows 2k, xp, 2k3
- Hardware: Servers, Hubs, Routers, Switches, PCs
- Software: Access, Visio, MS Office Suite, MS SQL Server
- Networking: TCP/IP, DNS, DHCP, WINS, Ethernet, Token Ring
- Languages: Visual Basic, C, C++, HTML, ASP, ASP.Net

JANETTE M. MULLEN

FINANCE MANAGER

SUMMARY

Successful manager with over 25 years' experience in both corporate and not-for-profit settings. Background includes extensive experience in accounting, payroll, budgeting, and office services administration.

WORK EXPERIENCE

Finance Manager, PennDOT Project, ACS ***12/2008–Present***

- Responsible for two separate time clock systems and the payroll transmission from both including the tracking of vacation and sick time for permanent employees.
- Report on a weekly basis to division headquarters the headcount by salary grade to be used in projections for expense and billing to client.
- Report on weekly basis status on contractual agreements and advice on areas where liquidated damages will be or may be charged.

Accounting Manager, United Disabilities Services ***03/2006–10/2008***

- Oversaw payroll operations for 430 consumers and 1,100 employees with communications between payroll and consumers including all tax submission and W-2s.
- Responsible for billing state for services provided and clearing aged receivables.
- Assisted with monthly reconciliations and allocations in preparation of monthly financial statements.
- Oversaw accounts payable operations ensuring accurate and timely payments and proper recording of expenses.

Finance Manager, Girl Scouts of Swift Water Council ***01/2002–9/2005***

- Responsible for operation of the accounting department, council retail store and payroll operations for 58 year round employees and 300 seasonal employees including some on J-1 Visas. Control and responsibility for \$5.4 million budget.

Finance Manager, Morris Area Girl Scout Council ***03/1993–09/2001***

- Responsible for operation of the accounting department, office services, payroll and council retail store, administering \$2.1 million budget.

Accounting Manager, Hoboken Office, TMPS Worldwide ***09/1992–03/1993***

- Directed all accounting, billing, office services and human resources for office with \$3 million expense budget and \$22 million in billings.

Account Supervisor, Mt. Olive Office, TMPS Worldwide ***09/1990–09/1992***

- Directed seven account executives responsible for the administering yellow page advertising for ten major clients with billing in excess of \$5 million.

EDUCATION

- AA Social Science, County College of Morris

JACQUES JEAN

QUALITY ASSURANCE ANALYST

SUMMARY

Accomplished and skilled analyst with over 8 years' customer service experience working with management and administration in a variety of settings including business, retail, and federally with the Transportation Security Administration.

WORK EXPERIENCE

Quality Assurance Analyst, PennDOT CCC, ACS ***11/2009–Present***

- Monitor 50% of all CSRs to evaluate quality performance in the areas of accuracy and customer service for monthly service level reporting
- Conduct new hire customer service training on the ACS 10-point customer service scale
- Conduct monthly call calibration meetings to ensure consistency in office wide monitoring practices
- Conduct research on monthly PennDOT observations audits

Sr. Customer Service Representative, PennDOT CCC, ACS ***05/2007–11/2009***

- Assisted internal customers on basic inquiries regarding PennDOT information and recorded interpretation
- Responded to customer situations to neutralize and assist customers requiring call escalation
- Responded to and logged telephone inquiries and complaints using standard scripts and procedures, researching information to resolves inquiries in a timely manner and to inform customers of available service and options based on their needs.
- Backfilled payroll and managed temporary labor hours during the interim of filling the finance manager position
- Processed employee time off requests in accordance with company policy and staffing requirements

Customer Service Representative, Verizon Wireless, ACS ***12/2006–04/2007***

- Responded to and logged telephone inquiries and complaints using standard scripts and procedures, researching information to resolves inquiries in a timely manner and to inform customers of available service and options based on their needs.
- Provided assistance, guidance, training, and assistance to lower-level staff.
- Performed routine tasks requiring working knowledge of the Company's products and services.

Customer Service Representative, Monroe Insurance Agency ***08/2005–08/2006***

- Working with multiple online data bases in order to quote and to service customers regarding service needs. Selling new lines of insurance including home, auto and health to new and current customers.
- Working with multiple companies, as well as the agent, in order to service customers in closing homes and/or purchasing a new vehicle.

- General office duties including answering phone calls, faxing, mailing, filing, and troubleshooting for the companies under the agency including a money receipt report created on a daily basis.

Trusted Agent, TWIC program, Transportation Security Administration 12/2004–07/2005

- Security Clearance position providing information and support to the airport administration and work personnel regarding the TWIC program with reports generated on a daily basis.
- Working with various machines and programs in order to collect data from qualified individuals for the TWIC program. Those machines include a finger print scanner, ID verifier, document scanner, printer, card readers, a computer and digital cameras.
- General office duties including answering phone calls, mailing, filing, troubleshooting and printing for the TWIC program as well as airport administration and police.

EDUCATION

- Bachelor's of Science in Psychology and Music, Adelphi University, 2003

TECHNICAL SKILLS

- Proficient in Microsoft Office

APPENDIX B – RFP FORMS

- RFP Appendix B – Domestic Workforce Utilization
- RFP Appendix B – Domestic Workforce Utilization – Perfection Company
- RFP Appendix C – Proposal Cover Sheet
- RFP Appendix E – Lobbying Certification Form
- RFP Appendix H – Trade Secret Form
- RFP Appendix O – Toll Option
- RFP Appendix O – Toll Free Option

APPENDIX B
DOMESTIC WORKFORCE UTILIZATION CERTIFICATION (07/24/09)

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, Ken Philmus, Managing Director and Senior Vice President of ACS State & Local Solutions, Inc., a New York corporation or other legal entity ("Contractor") located at 101 N. 1st Avenue, Suite 2250, Phoenix, Arizona 85003, having a Social Security or Federal Identification Number of 13-1996647, 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

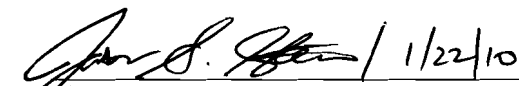
OR

_____ 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.

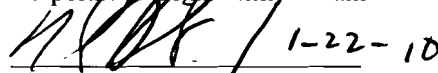
Attest or Witness:

 / 1/22/10
Signature/Date

JASON S. STEIN / Director, Operations
Printed Name/Title

ACS State & Local Solutions, Inc.

Corporate or Legal Entity's Name

 / 1-22-10
Signature/Date

Ken Philmus, Managing Director/Senior Vice President
Printed Name/Title

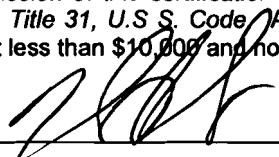
LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under *Section 1352, Title 31, U.S S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

Signature: _____ 

Title: Managing Director and Senior Vice President

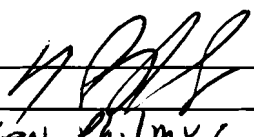
Date: January 22, 2010

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Ken Philmus</u> Title: <u>Managing Director, Senior Vice President</u> Telephone No.: <u>602-412-2000</u> Date: <u>1/22/10</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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: ACS State + Local Solutions

Contact information for submitting party:

Thomas Flanagan
602-412-2074 (Phone)
101 N. 1st Avenue, Suite 2250
Phoenix AZ 85003

Please provide a brief overview of the materials that you are submitting (e.g. bid proposal, grant application, technical schematics):

Proposal

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)

Response to RFP Solicitation #6100013048

Acknowledgment

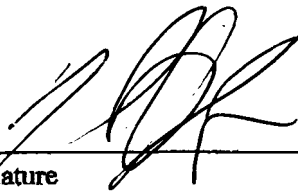
The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret data or confidential proprietary 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

Mng Director, Senior VP 1/22/10
Title Date

Direct Labor Breakdown -- Toll-Based Call Option

Job Classification	FY 09/10 (Start 4/1/10)		FY 10/11		FY 11/12		FY 12/13		FY 13/14		FY 14/15 Ends 3/31/15	
	Total Number of Employees For This Classification	Total Number of Hours For This Classification	Total Number of Employees For This Classification	Total Number of Hours For This Classification	Total Number of Employees For This Classification	Total Number of Hours For This Classification	Total Number of Employees For This Classification	Total Number of Hours For This Classification	Total Number of Employees For This Classification	Total Number of Hours For This Classification	Total Number of Employees For This Classification	Total Number of Hours For This Classification
Program Manager			1	1552	1	2080	1	2080	1	2080	1	1560
Operations Manager			1	1552	1	2080	1	2080	1	2080	1	1560
QA Associate			2	3104	2	4160	2	4160	2	4160	2	3120
Finance Manager			1	1552	1	2080	1	2080	1	2080	1	1560
Payroll Assistant			1	1552	1	2080	1	2080	1	2080	1	1560
Customer Care Analyst			1	1552	1	2080	1	2080	1	2080	1	1560
LAN Manager			1	1552	1	2080	1	2080	1	2080	1	1560
Tech Help Sr Assoc			1	1552	1	2080	1	2080	1	2080	1	1560
Training Manager			1	1552	1	2080	1	2080	1	2080	1	1560
Learning/Dev Specialist			1	1552	1	2080	1	2080	1	2080	1	1560
Administrative Asst			1	1552	1	2080	1	2080	1	2080	1	1560
Customer Care Supr 1			2	3104	2	4160	2	4160	2	4160	2	3120
Customer Care Supr 2			1	1552	1	2080	1	2080	1	2080	1	1560
Customer Care Supr 3			1	1552	1	2080	1	2080	1	2080	1	1560
Customer Care Supr 4			1	1552	1	2080	1	2080	1	2080	1	1560
Customer Care Asst			2	3104	2	4160	2	4160	2	4160	2	3120
Cust Care Team Coach 1			3	4656	3	6240	3	6240	3	6240	3	4680
Cust Care Team Coach 2			1	1552	1	2080	1	2080	1	2080	1	1560
Cust Care Team Coach 3			1	1552	1	2080	1	2080	1	2080	1	1560
CSR			33	50828	33	68120	33	68120	33	68120	33	51090
CSR - Email			13	20176	13	27040	13	27040	13	27040	13	20280
CSR - Bilingual			9	13968	9	18720	9	18720	9	18720	9	14040
CSR - Senior			14	21728	14	29120	14	29120	14	29120	14	21840
CSR - SS/PT			4	6208	4	8320	4	8320	4	8320	4	6240
CSR - Temp labor			11	17072	11	22880	11	22880	11	22880	11	17160
Totals	0	0	108	167,228	108	224,120	108	224,120	108	224,120	108	168,090

Direct Labor Breakdown -- Toll Free Option

Job Classification	FY 09/10 (Start 4/1/10)		FY 10/11		FY 11/12		FY 12/13		FY 13/14		FY 14/15 Ends 3/31/15	
	Total Number of Employees For This Classification	Total Number of Hours For This Classification	Total Number of Employees For This Classification	Total Number of Hours For This Classification	Total Number of Employees For This Classification	Total Number of Hours For This Classification	Total Number of Employees For This Classification	Total Number of Hours For This Classification	Total Number of Employees For This Classification	Total Number of Hours For This Classification	Total Number of Employees For This Classification	Total Number of Hours For This Classification
Program Manager			1	1552	1	2080	1	2080	1	2080	1	1560
Operations Manager			1	1552	1	2080	1	2080	1	2080	1	1560
QA Associate			1	1552	1	2080	1	2080	1	2080	1	1560
Finance Manager			1	1552	1	2080	1	2080	1	2080	1	1560
Payroll Assistant			1	1552	1	2080	1	2080	1	2080	1	1560
Customer Care Analyst			1	1552	1	2080	1	2080	1	2080	1	1560
LAN Manager			1	1552	1	2080	1	2080	1	2080	1	1560
Tech Help Sr Assoc			1	1552	1	2080	1	2080	1	2080	1	1560
Training Manager			1	1552	1	2080	1	2080	1	2080	1	1560
Learning/Dev Specialist			1	1552	1	2080	1	2080	1	2080	1	1560
Administrative Asst			1	1552	1	2080	1	2080	1	2080	1	1560
Customer Care Supr 1			1	1552	1	2080	1	2080	1	2080	1	1560
Customer Care Supr 2			1	1552	1	2080	1	2080	1	2080	1	1560
Customer Care Supr 3			1	1552	1	2080	1	2080	1	2080	1	1560
Customer Care Supr 4			1	1552	1	2080	1	2080	1	2080	1	1560
Customer Care Asst			1	1552	1	2080	1	2080	1	2080	1	1560
Cust Care Team Coach 1			2	3104	2	4160	2	4160	2	4160	2	3120
Cust Care Team Coach 2			1	1552	1	2080	1	2080	1	2080	1	1560
Cust Care Team Coach 3			1	1552	1	2080	1	2080	1	2080	1	1560
CSR			25	38024	25	50960	26	53040	28	57200	28	42900
CSR - Email			9	13968	9	18720	9	18720	9	18720	9	14040
CSR - Bilingual			8	12416	8	16640	8	16640	8	16640	8	12480
CSR - Senior			12	18624	12	24960	12	24960	12	24960	12	18720
CSR - SS/PT			4	6208	4	8320	4	8320	4	8320	4	6240
CSR - Temp labor			8	12416	8	16640	8	16640	8	16640	8	12480
Totals	0	0	86	132,696	86	177,840	87	179,920	89	184,080	89	138,060

APPENDIX C. PENNDOT CUSTOMER CARE CENTER BUSINESS CONTINUITY PLAN



**Government Solutions Group
Transportation Services Solutions
PennDOT Customer Care Center
Business Continuity Plan
Version 5.0**

January 31, 2010

CONFIDENTIAL INFORMATION

This document is the property of ACS. It may not be duplicated, disclosed, or reproduced in whole or part without the express written authorization of the Affiliated Computer Services, Inc. legal department

STOP!

If an **EVENT WHICH COULD POTENTIALLY BECOME A DISASTER** or notification of a **DISASTER HAS BEEN DECLARED**, please proceed to **Section 5: Event Notification Process**.

OR

If these procedures are being **REVIEWED**, please proceed to **Section 1.0**

ATTENTION

THIS BUSINESS CONTINUITY PLAN IS ONLY ONE OF MANY DOCUMENTS NEEDED FOR SUCCESSFUL RECOVERY. IT IS ESSENTIAL THAT ALL NECESSARY DOCUMENTATION IS COLLECTED AND STORED OFF SITE FOR RECOVERY. EXAMPLES OF ADDITIONAL DOCUMENTATION MIGHT BE:

- **ACS GSG POLICIES AND PROCEDURES**
- **DAILY OPERATING PROCEDURES**
- **COMPUTER OPERATIONS PROCEDURES**
- **SPECIALIZED VENDOR HARDWARE AND SOFTWARE DOCUMENTATION**

IT IS THE RESPONSIBILITY OF THE BUSINESS CONTINUITY COORDINATOR FOR THE ACS GOVERNMENT SOLUTIONS LOCATION TO ASSURE THAT APPROPRIATE DOCUMENTATION IS COPIED AND AVAILABLE IN SECURED LOCATIONS

Security and Privacy Directive

In the event of a disruption of operations requiring a relocation or redirection of work and staff, all security and privacy procedures should be adhered to as stated in the ACS Security and Privacy Policies located on the ACS InfoBank Web Site under the “ACS Library / Physical Security. Links to Information Security, Privacy and Security Policies are located on the left of the page.

Document History

Version	Revisions	Date	Author
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1.1	Updated plan with pandemic information & security directive	9/24/2007	Joseph Bird Janet Thomas
2.0	Updated plan.	1/31/2008	Paul Darmory
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5.0	Updated plan with changes provided by Tariq Aman & Michelle Klopp	1/31/2010	Joseph Bird

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1. Overview

This plan was developed to address the Business Continuity strategy specific to the ACS Government Solutions Group (GSG) Transportation Services Solutions (TSS) production operations of the PennDOT Customer Care Center (CCC), Harrisburg, PA. It is intended to define the scope, along with describing the policies, recovery requirements and the recovery strategies necessary to ensure the PennDOT CCC facility can continue to fulfill its responsibilities to our clients.

The PennDOT CCC responds to customer calls and emails in reference to DMV related concerns. This includes:

- Exam Schedule
- Driver Licensing Services
- Motor Vehicle Services
- Registrations
- Titling
- Service Center Locations
- Website Assistance
- Apportioned Services (Commercial Vehicles)

Due to the intensive training that each customer service representative receives and the detailed level of understanding that they have of the processes, their employment in a recovered Call Center is a requirement. The recovery solution was designed to provide for a recovery location that will not require excessive commuting time for the CSRs and for that reason, ACS has contracted SunGard, its Business Continuity vendor to provide for a mobile solution. This mobile solution, which comes in the form of tractor trailers that convert into a call center with phones and desktop PCs, will be located close to the current Call Center.

2. Scope of Plan

This plan is intended to:

- Provide an effective method of communication during a crisis situation.
- Ensure the safety and welfare of employees, contractors and partners of ACS in the event of an emergency.
- Eliminate, or at least minimize the risk of service disruptions to critical business functions caused by natural, technological or human error problems.
- Maintain the ability to quickly resume critical operations in the event of an emergency through the use of predetermined procedures and checklists that assure rapid and accurate recovery.
- Provide the training materials and basis for rapid recovery of processes in the event of service disruptions whether caused by nature, intentional acts, or unintentional human error.
- Identify vital information and educate the staff in the recovery of processes needed for long-term Business Continuity.
- Identify business continuity risks and proposed remediation processes to circumvent long-term business impacts.

The basic assumptions for this plan are:

- That sufficient number of staff will be available to carry out the required recovery steps;
- That short term / limited outages will be addressed and resolved using documented local operating procedures;
- That a “worst case” event or circumstance that renders the facility totally unusable for an undetermined amount of time will be addressed and resolved using these documented procedures,
- That appropriate recovery strategies have been determined based on a risk assessment and a cost-effective means of mitigating the worst-case scenario and,
- For incidents less than the “worst case” scenario, ACS will activate only those parts of the plan applicable to the current situation.

In the event of an incident that incapacitates GSG personnel’s ability to maintain critical business processes, this plan clearly identifies the necessary steps to restore full production for the PennDOT Customer Care Center facility as quickly as possible. Through proper training and testing, Site Management and GSG staff will understand what needs to be done to restore full production capabilities within the contractual service level agreements.

2.1 Business Continuity Flow

The process of Business Continuity is to predefine a set of procedures that may be followed during a highly disruptive event. The objective is to provide the information needed to make the decision-making processes as efficient as possible during an incident and to give guidance to the incident team leads in executing comprehensive, documented procedures so that recovery of the production environment is within the predefined recovery time objective.

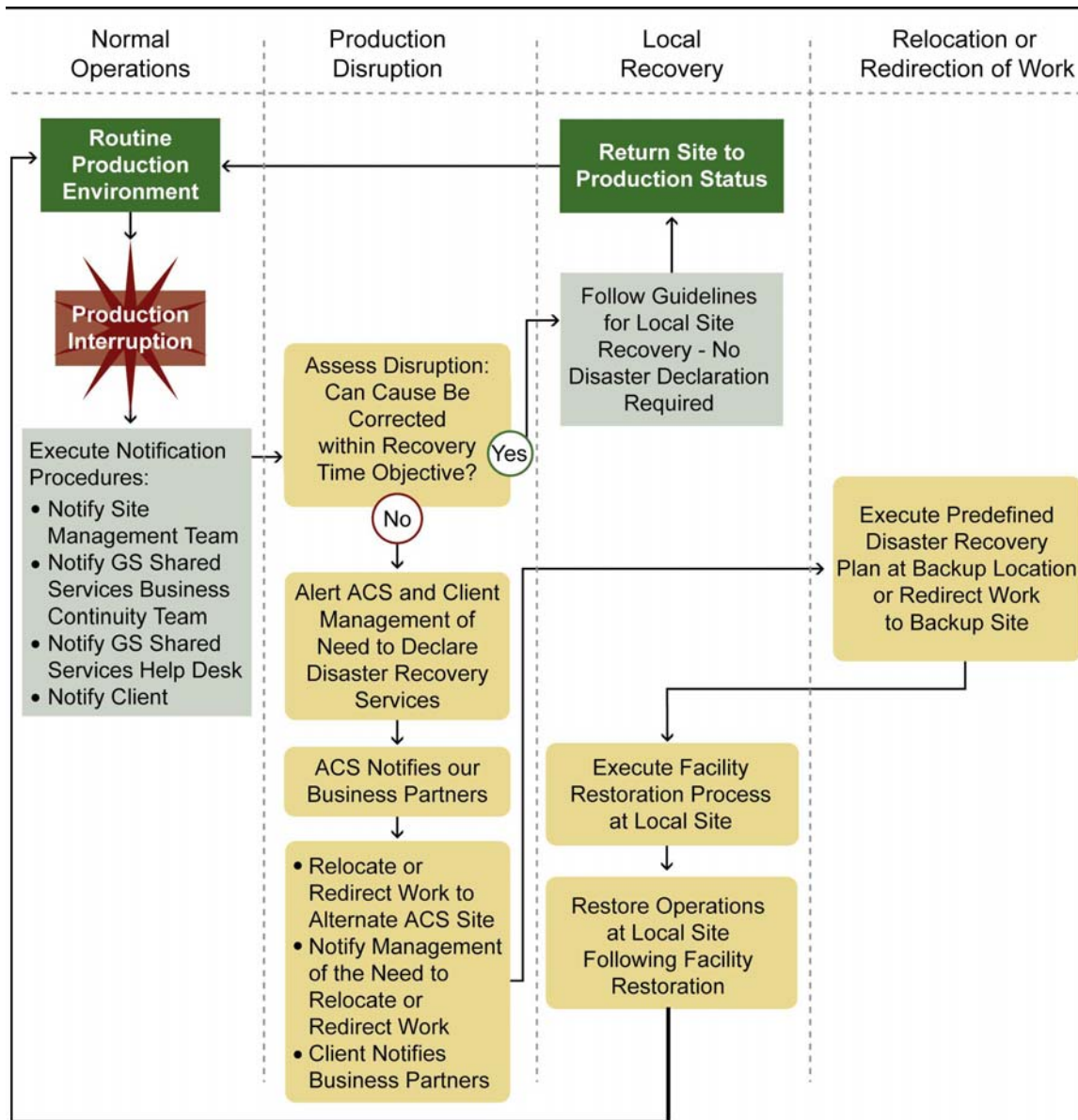


Figure 2-1 Business Continuity Flow

2.2 Emergency Incident Procedures

Emergency incident procedures refer to the predetermined actions, which are performed immediately following an emergency incident. These procedures include coordination of the specific response and recovery actions. Emergency incidents include fire, medical emergency and/or illness, bomb threat, tornado, power outage, suspicious mail and violence in the workplace. The goals of emergency incident procedures are to reduce injuries, prevent loss of life, and avoid or minimize damage to the organization's reputation or the ability to operate.

ACS maintains these procedures and policies to ensure the safety and security of its employees, contractors, and business partners. The *ACS Employee Guidebook* outlines many of the policies and procedures that affect employees. The *ACS Employee Guidebook* is located in ACS's InfoBank under the ACS Library's Human Resources link (<https://infobank.acs-inc.com>).

In the event of pandemic influenza in the workplace, pre-planning for protecting employee's health and safety as well as limiting the negative impact on production operations is imperative. ACS has developed Pandemic Materials for ACS locations to reference in the event of a pandemic outbreak in the workplace. *The Pandemic Guide for Managers*, *The Pandemic Guide for Employees* and the *Tri-Fold Pandemic Brochure* are located in ACS's InfoBank under the My ACS HR Quicklinks link (<https://infobank.acs-inc.com>). ACS's Corporate Security and Safety Team, Corporate Human Resources Team, and Corporate Marketing developed a *Pandemic 6 Tier Response Guidelines Matrix* for ACS Site Management to follow in the event of a pandemic influenza outbreak in the workplace. This matrix is also located in ACS's InfoBank under the My ACS HR Quicklinks link (<https://infobank.acs-inc.com>).

For information on Federal Government Response Stages, which identifies specific activities that ACS staff can do to prepare for this type of emergency as well as other emergencies, please refer to **Section 15.12: Pandemic Flu Planning Recommendations**.

ACS's Corporate Security and Safety Team require that each GSG location develop an Emergency Action Plan that is specific to their location. The Emergency Action Plan contains quick reference information and checklist procedures on:

- How to report an emergency
- Who will assist in an emergency
- What to do in case of an emergency

Please refer to the Emergency Action Plan procedures that were developed for this location. If there are any further questions or concerns, contact Ashby Elmore, ACS Director, Physical & Government Contracting Security. Refer to **Section 14: Contact Directory** for Ashby Elmore's contact information.

The following diagram summarizes a typical emergency incident procedure notification flow and initial actions.

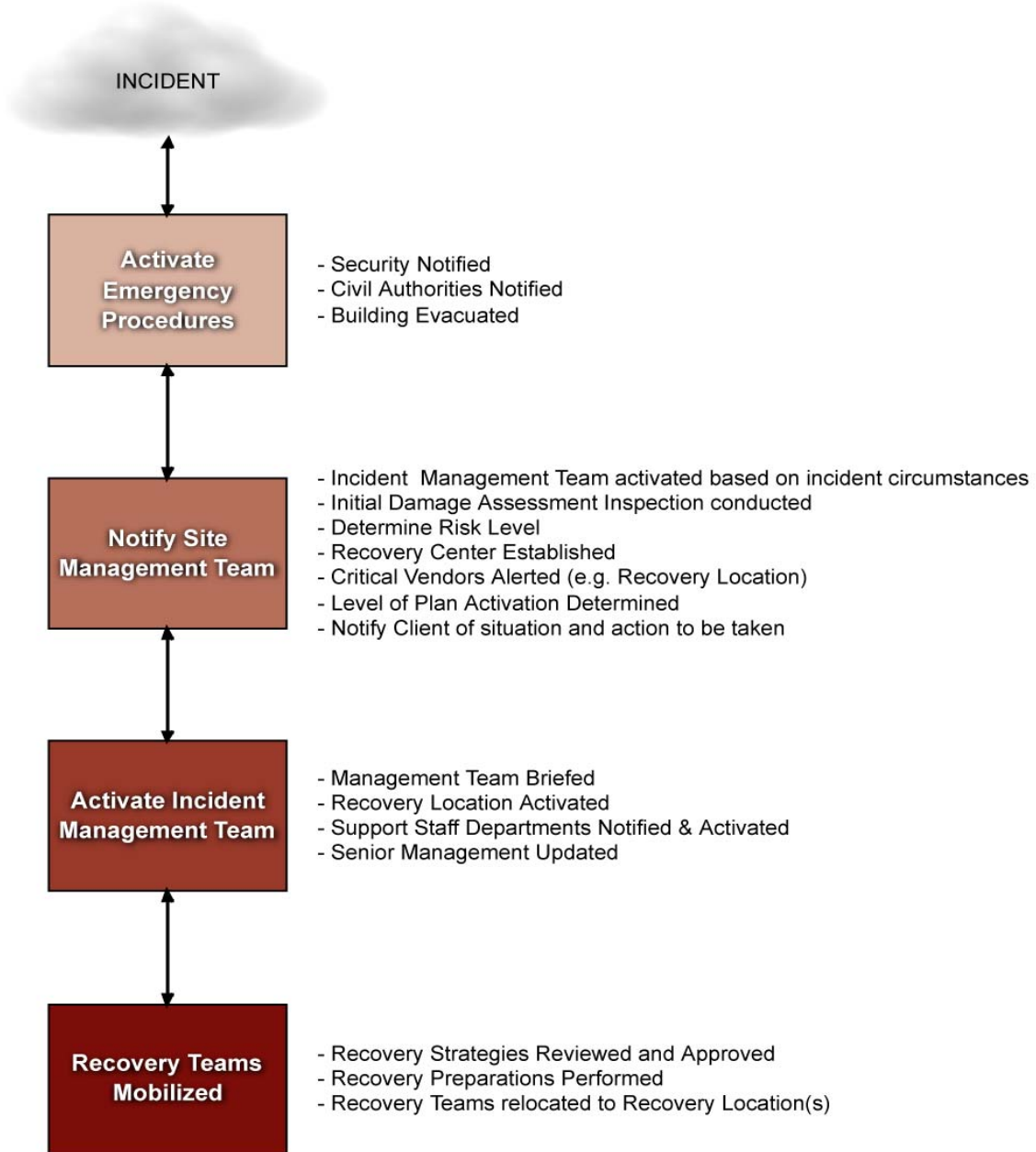


Figure 2-2 Typical Emergency Incident Procedure Notification Flow and Initial Actions

2.3 Site Strategy Summary

This plan will provide established procedures for management in the event of a disaster, emergency or technical interruption to daily production operations. In the event of a disruption to production operations, this plan will assist in re-establishing technical, telephonic, and other critical operations for continued business, while meeting contractual obligations.

The Recovery Time Objective (RTO) is defined as the maximum number of hours that it will take to restore use of critical business functions. The RTO for the PennDOT Customer Care Center facility is 72 hours after the declaration of a disaster.

Due to the intensive training that each customer service representative receives and the detailed level of understanding that they have of the processes, their employment in a recovered Call Center is a requirement. The recovery solution was designed to provide for a recovery location that will not require excessive commuting time for the CSRs and for that reason, ACS has contracted SunGard, its business continuity vendor to provide for a mobile solution. The mobile solution, which comes in the form of mobile trailers that convert into a call center with phones and desktop PCs, will be located close to the current call center. The mobile unit will be parked in the Harrisburg area that will allow network connectivity to the mobile unit to the PennDOT mainframe via the ACS' network. This will allow employees to commute to the mobile unit with its phone system, computers, desks, and other facilities.

Should the staff be unable to perform their normal daily operational duties because of an emergency situation or disaster, Site Management will make the determination to hire clerical and programming personnel from a temporary staffing and/or technical services agency or shift work to other ACS locations. Refer to **Section 15.4: Temporary Staffing** for details on requiring emergency staff.

In the event that production operations relocates to another facility, employees and/or temporary personnel will be responsible for transporting themselves to the alternate site.

In the event of an emergency, facility problems, or office closings, Site Management can use the Disaster Recovery Voice Mailbox to communicate with staff employees. Refer to **Section 15.3.1: Disaster Recovery Voice Mailbox** for further details on how to utilize the Disaster Recovery Voice Mailbox.

3. PennDOT CCC Incident Management Team

When normal business operations are disrupted by any event, there are three things that have to be accomplished immediately:

- Ensure the safety and welfare of employees, contractors and partners of ACS in the event of an emergency.
- Using the Alertcast Emergency Notification System, execute the notification process to alert Site Management and to enlist the assistance of the ACS ITO CAS Business Continuity Team.
- Making use of the resources at the local facility that has been affected, assess the damage quickly and determine if the site may be restored to full production status within the established recovery time objective.

ACS has established an Incident Management Team (IMT) for each operational location. This team is responsible for investigating and assessing the incident, conferring with other support areas to perform an initial evaluation and damage assessment, planning, coordinating, and executing the recovery activities. Based upon the Incident Management Team assessment, plan activation procedures are either initiated or terminated. While the composition of the team varies according to the site's needs, it generally includes Site Management, Senior Technical and Operational Managers from the departments that have been directly affected by the incident, and members of the ACS ITO CAS Business Continuity Team. Each member of the Incident Management Team is provided with a copy of their site's Business Continuity plan.

3.1 PennDOT CCC Incident Management Team Role and Participants

The PennDOT CCC Incident Management Team is responsible for managing internal and external communications, directing response and recovery activities, monitoring the recovery progress, and providing or reallocating recovery resources. The IMT will interface with appropriate civil authorities as dictated by the incident.

The PennDOT CCC IMT leader (usually the Program Manager) responsibilities include contacting all members of the PennDOT CCC IMT after being notified of the situation, determine with the team's input if a disaster should be declared, and communicating the situation with the ACS ITO CAS Business Continuity Team and GSG Executive Management. GSG Executive Managers must be consulted prior to any decision of disaster declaration. If the decision is to declare a disaster, the ACS ITO CAS Business Continuity Team will notify the Corporate Continuous Availability Services group that a disaster needs to be declared for this location. **ACS Corporate Management has the ultimate authority to declare a disaster.** See **Section 15.1: Disaster Declaration Procedures** for details on placing SunGard on alert status and/or disaster declaration procedures.

Other PennDOT CCC IMT members are given the responsibility to communicate to the essential incident team leads that a disaster has been declared and the directives from the IMT, document the recovery progress, work with HR on resolving personnel issues and/or concerns, address financial and compensation issues, document recovery costs, coordinate internal communications among the incident recovery teams, and coordinate media and external communications with clients and the ACS GSG Communications & Public Relations Manager.

Figure 3-1 identifies the members of the Incident Management Team (ITO CAS Business Continuity, Site Management, and Incident Team Leads) and their primary responsibilities during a disaster recovery event.

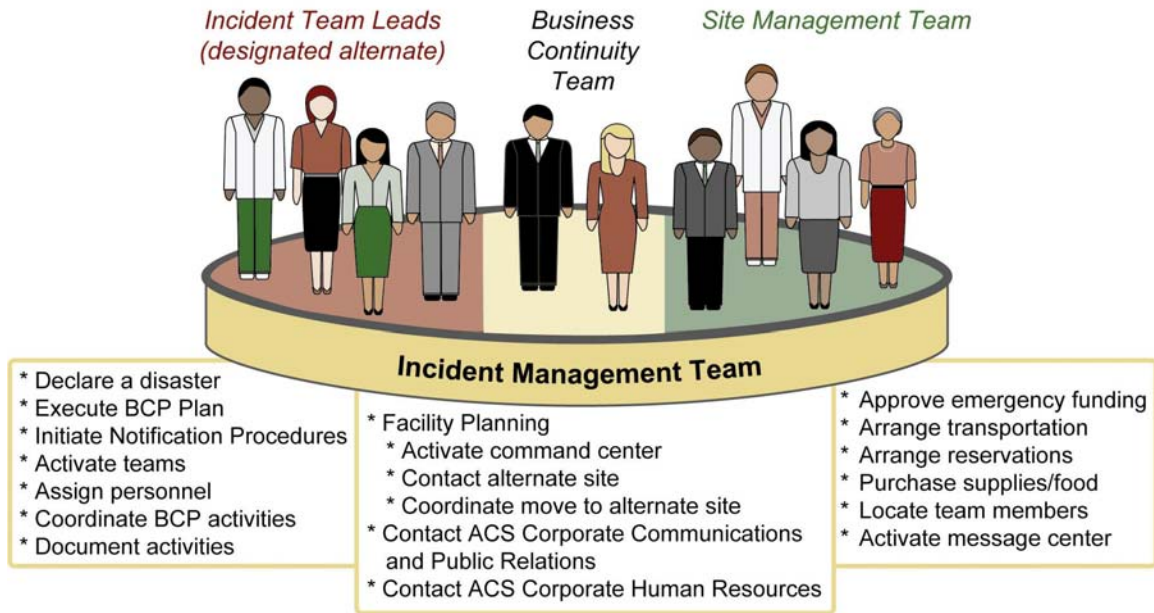


Figure 3-1 Incident Management Team and Responsibilities

NOTE: Refer to Section 14: Contact Directory for office phone numbers and e-mail addresses.

Table 3-1 ACS ITO CAS Business Continuity Team

ACS Position	Name
ITO CAS Manager, Professional Services	Steven Bolden
ITO CAS Recovery Services Sr. Analyst	Joseph Bird
ITO CAS Recovery Services Analyst	Anne Bourbina
ITO CAS Recovery Services Sr. Analyst	John Gabriel
ITO CAS Recovery Services Sr. Analyst	Janet Thomas

Table 3-2 Site Management Team

ACS Position	Name
PennDOT Program Manager	Michelle Klopp
PennDOT Operations Manager	Lisa Minear
PennDOT IT Manager	Tariq Aman
PennDOT Finance Manager	Janette Mullen
PennDOT Learning & Development Manager	Kristen Ritter

Table 3-3 Incident Team Leads

ACS Position	Name
ITO Network Services Manager, Network Engineering	Thomas Doherty
ITO Manager, Systems Platform	Brett Childers
ITO Manager, Field Services	Jonnie Kautz
ITO Manager, Telecomm Services	Joe Iacovelli
PennDOT Call Center, Operations Supervisor	Aliza Bardfield
PennDOT Call Center, QA Analyst	Jacques Jean
PennDOT Call Center, Operations Supervisor	Kathy Plante
PennDOT Call Center, Administrative Support	Maggie Rivera

PennDOT Call Center, Operations Supervisor	Allison Swift
--	---------------

Each member of the IMT should have a designated backup/alternate that can carry on in the event of illness (during or before the emergency) or unavailability. This gives members of the team a chance to rest if recovery activities are continuous over an extended period of time. All appropriate contact numbers must be documented for each alternate.

It should be noted that all ACS employees and contractors, including members of the Incident Management Team, must be subjected to pre-employment background checks. This is a standard part of the ACS hiring process and should not present a problem in a recovery situation.

In determining how to proceed in a recovery situation, the Incident Management Team must consider the Recovery Time Objective for business functionality from the time that normal operations were interrupted. The team must also make every effort to adhere to contracted Service Level Agreements (SLAs) and should take whatever action is necessary to ensure that partners and contractors do the same.

The following criteria are broad-based guidelines for the IMT to determine business function criticality and its associated risk level (Recovery Rating). The risk level should be determined based upon the severity of all three Recovery Rating criteria that apply to the unit. Recovery timeframe alone cannot be used as criteria to determine a business function’s recovery rating.

Table 3-4 Recovery Risk Rating Assessment

	Recovery Risk Rating		
	Incident Risk Level 1	Incident Risk Level 2	Incident Risk Level 3
Recovery Timeframe	0 – 2 days	3 – 6 days	> 6 days
Criticality to ACS	Disruption can be controlled & localized	Major corporate disruption	Threatens corporate survival
Dollar Loss	Dollar loss absorbable	Dollar loss high, but controllable in short term	Material dollar loss tied to continued disruption
Ability to Perform Functions	Functions can be performed via manual workaround or allocation of work to other unit(s).	Functions can be performed manually or delayed for up to 6 days without threatening corporate survival.	Function cannot be effectively performed without operational relocation and/or service bureau/data processing connectivity

Depending on the results of the analysis of the assessment step identified above, the IMT Leader (i.e. Program Manager) will determine if a disaster needs to be declared. The IMT Leader will consult with GSG Executive Management and the client on whether a disaster should be declared and describe the recovery effort to resume production operations.

- If the site can be restored, execute the predefined steps necessary to resume production operations.
- If the assessment determines that relocation is necessary, notify ACS ITO CAS Business Continuity Team and GSG Executive Management that production operations must relocate to the recovery facility. While production operations are being restored at the recovery facility, assessment and restoration of the damaged facility continues. When the primary facility is restored, production operations will relocate back to the primary facility to continue operations.

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ACS Government Solutions Group

January 31, 2010

Throughout this process, it is essential that internal ACS communications occur freely between the recovering damaged site, the recovery backup site, the Incident Management Team, and the ACS ITO CAS Business Continuity team. During the restoration process, it is imperative that internal status updates be provided at predefined intervals. See **Section 14: Contact Directory** for office phone numbers and e-mail addresses.

4. Business Continuity Coordinator Procedures

4.1 Business Continuity Coordinator Role and Responsibilities

The roles and responsibilities of the Business Continuity Coordinator are as follows:

- Assists in defining business continuity requirements for critical business functions.
- Develops and maintains Alertcast Emergency Notification list.
- Maintains Business Continuity plans according to maintenance schedule.
- Coordinates Business Continuity plan testing.
- Coordinates all phases of the recovery in the event of a disruption.
- Provides input to Disaster Declaration decisions with Local Management and ITO CAS Business Continuity team.
- Assists in the identification and provision of needed resources during the recovery process.
- Serves as the focal point for communications between the recovery teams and the Incident Management Team (IMT).
- Makes recommendations and assists the IMT in all aspects of the recovery process.
- Contacts all Incident Team Leads and instructs them to activate their team’s recovery plan at the direction of the IMT.
- Updates Business Continuity plan(s) to reflect lessons learned during the recovery process.

The ACS ITO CAS Business Continuity team is available to assist the Business Continuity Coordinator in any testing, recovery or coordination activity. While it is preferred that a local coordinator be assigned these tasks, the ITO CAS Business Continuity team can assume the role of Business Continuity Coordinator if necessary.

NOTE: Refer to Section 14: Contact Directory for office phone numbers and e-mail addresses.

Table 4-1 Business Continuity Coordinators

ACS Position	Name	Primary/Alternate
PennDOT Program Manager	Michelle Klopp	Primary
PennDOT IT Manager	Tariq Aman	Alternate

5. Event Notification Process

One of the most critical elements of any Business Continuity plan is the notification process for notifying all involved parties of any incident. Implementation of predefined contact lists (i.e. call-down tree or notification software product) has proven to be the most effective way of providing information to all parties that need to be involved in the recovery process. This predefined notification process will allow Management to deal with immediate issues and to notify other affected ACS organizations and clients.

Depending upon the nature and time of day of the incident, notification of a potentially disruptive incident may come from several different sources. Initial response notification is dictated by company emergency response procedures and standard operating practices.

The safety and well-being of personnel is top priority. If necessary, evacuate personnel according to local evacuation procedures and make sure that all personnel are accounted for and safe. If injuries have occurred, call 911 immediately for assistance and follow the facility's standard procedure for on the job injuries. Depending on the type of disruption, local authorities may have initial responsibility of the situation. Local Fire and Police Authorities will determine when local management can resume responsibility of the situation.

When a situation requires activation of any part of this plan, the Site Management Team (see Table 3-2) will immediately notify the ACS ITO CAS Business Continuity team (See Table 3-1) of the circumstances that may require execution of the Business Continuity plan, or the circumstances that may cause disruption of services. When a situation initiates this plan, the IMT Leader or IMT Alternate Leader will establish the location of a Crisis Command Center. See **Section 6: Crisis Command Center** for information on determining the location of the Crisis Command Center and **Section 6.1: Crisis Command Center Locations**.

Upon declaration of a disaster at any operational location, the Program Manager will be delegated to notify the client of the disaster declaration. The Program Manager will be the client's primary link with ACS throughout the recovery process. During the emergency or situation that would initiate the execution of a disaster recovery plan, it is imperative that detailed status updates be provided at predefined intervals with the client. See **Section 14: Contact Directory** for office phone numbers and e-mail addresses.

After the declaration of a disaster at a project operational location, the Program Manager (or their alternate) will delegate notifying ACS's business partners about the disaster declaration and the recovery efforts to resume productions operations to the appropriate GSG Managers or Team Leads. It is the client's responsibility to notify its business partners (those other than ACS business partners) about the disaster declaration and the recovery efforts.

ACS GSG utilizes the Alertcast Emergency Notification System in contacting key personnel in the event of an emergency or situation that would initiate the execution of a disaster recovery plan. It is the responsibility of the Business Continuity Coordinator to maintain the individual Alertcast notification lists and coordinate any changes that need to be made. See **Section 15.5: PennDOT Alertcast Emergency Notification System List** for details on using the Alertcast Emergency Notification System.

In order to notify employees of situations involving the facility closing or the status of an emergency situation, a disaster recovery voice mailbox has been created. The employees will call the toll free number, enter their site's voice mailbox number, and hear the message. See **Section 15.3.1: Disaster Recovery Voice Mailbox** for details on creating the message and employee instructions.

In the event of a situation where an employee is unable to contact their immediate supervisor or manager with their immediate status and location, the employee should contact the ACS Human Resource (HR) Hotline. The

ACS HR Hotline will be used as a backup to report their status and location. See **Section 15.3.2: ACS Human Resources Hotline** for details on contacting the HR Hotline.

While the ITO CAS Business Continuity Team will provide assistance as needed throughout any emergency, Site Management must make the initial decisions regarding notification and declarations due to the potential fees, fines and/or penalties associated with the contractual requirements for our clients.

In the case of an event that may come to the attention of the general public, such as the relocation of staff to a backup site or personnel casualties, it is imperative to contact the ACS Communications and Public Relations Manager. Any individual representing a press/media organization is to be immediately referred to the ACS Communications and Public Relations Manager. No other employee of ACS or its partners should make any comment to the media regarding the incident. All press releases or information provided to the media must be generated by this organization. Due to the interdependency of operations at all ACS locations, news of a disruption in operations at an ACS facility will be communicated to other locations by this organization. The ACS Communications and Public Relations manager will coordinate with the appropriate client Public Relations interfaces prior to releasing any media information. See the below table for contact information for ACS Public Relations and/or Media Management organizations. See **Section 15.2: Corporate Media Policy** for the procedures for communicating to the press/media.

NOTE: Refer to Section 14: Contact Directory for office phone numbers and e-mail addresses.

Table 5-1 ACS Communications & Public Relations

ACS Position	Name
ACS Corporate Marketing VP, Corporate Communications	Kevin Lightfoot

During any event requiring notification procedures, ACS Human Resources must be made aware of the circumstances. Human Resources personnel play a vital role during recovery operations. Please see table below for contact information for ACS Corporate Human Resources Management.

NOTE: Refer to Section 14: Contact Directory for office phone numbers and e-mail addresses.

Table 5-2 ACS Human Resources

ACS Position	Name
ACS Government Solutions VP, Human Resources	Mike Humenik

6. Crisis Command Center

In the event of a situation where the IMT needs to assess and discuss the incident with other support teams, the IMT will establish a Crisis Command Center. The Crisis Command Center will provide a facility for the IMT to monitor and control all recovery activities, regardless of whether they occur at the primary facility or the designated backup location.

Examples of Crisis Command Center locations are available onsite conference rooms, local hotel conference rooms, another ACS facility, or the backup recovery site. **Section 6.1: Crisis Command Center Locations** identifies the Crisis Command Center locations for the PennDOT CCC facility.

Depending on the facility damage assessment, an additional Crisis Command Center may need to be established near the primary facility as well as at the backup recovery site. This will allow IMT members to oversee production recovery operations as well as primary facility restoration.

Consideration of the location of a Crisis Command Center should be given to the availability of telephones, fax machines, public security access, white boards or flip charts and duration. IMT members with company laptops should bring them to the Crisis Command Center so that e-mail communications with other support teams and ACS Executive Management can be maintained. The necessary office supplies can be purchased at a local office supply store.

6.1 Crisis Command Center Locations

The PennDOT Crisis Command Center must meet the following requirements:

- Five (5) or more landlines Telephones
- Internet access (preferably high-speed) for five (5) or more laptops; alternatively wireless
- Space/Seating capacity for up to 20 team members
- Two (2) Whiteboards

The PennDOT CCC Management Team (see Table 3-2) will be notified after the discovery of a major problem. The PennDOT CCC Management Team will assemble in the following locations respectively one hour after being notified. Depending on the damage assessment of the PennDOT CCC facility, the PennDOT CCC Management Team will designate one of the following locations as the “Crisis Command Center”.

- If there is an incident at the PennDOT CCC facility, then the PennDOT CCC Management team will direct the Facilities team to assess the damage. The PennDOT CCC Management team will contact all IMT members to report to an available conference room for a damage assessment report. Based on the damage assessment report, initiation of the plan will be determined.
- If the damage assessment indicates that the PennDOT CCC facility should be declared off-limits, then the PennDOT CCC Management team will contact all IMT members to report to a COPT (Property Management Company) facility, identified at the time of a disaster. Alternatively, a hotel or PennDOT’s facility may be utilized in this capacity. The PennDOT CCC IMT will designate this location as the “Command Center” until the damage assessment has been reviewed. Based on the damage assessment report, initiation of the plan will be determined. For the purposes of this plan, COPT-located Crisis Command Center facilities will be located in reference to the current CCC and therefore directions in **Section 15.6 ACS GS PennDOT CCC Office Location** may be used for this purpose.

-
- If the above location is not available, then PennDOT CCC Management team will contact all IMT members to report to the Holiday Inn Express or the Country Inn and Suites. The PennDOT CCC IMT will designate this location as the “Command Center” until the damage assessment has been reviewed. Based on the damage assessment report, initiation of the plan will be determined. Refer to **Section 15.7.1: Hotel Crisis Command Center** for directions.
 - If the above location is not available, then PennDOT CCC Management team will contact all IMT members to report to the PennDOT location or another Commonwealth occupied facility. For directions refer to **Section 15.7.5: Client Location Crisis Command Center**.
 - If the damage assessment indicates the necessity to relocate all production operations to another ACS facility, then the PennDOT CCC Management team will contact the ITO Continuous Availability Services team to inform them that production operations is relocating. The PennDOT CCC Management team will contact all IMT members to report to one of the above Command Center locations for instructions on relocating production operations to the alternate recovery facility. The IMT leader will instruct the other IMT members to communicate to their staff information about the relocation. The PennDOT CCC IMT will assemble in the alternate recovery facility and will designate a conference room as the “Command Center”.

7. PennDOT CCC Incident Management Team Procedures

This section provides a comprehensive checklist for the coordination of Business Continuity activities to be followed in the event of a disruption in operations or in the event of an emergency situation. This checklist is intended to provide a beginning process for notification and for evaluating the effects of the emergency and the steps that need to be followed to initiate recovery. This checklist assumes that an incident has occurred and the steps to be followed are identified to help assist in the discovery, notifications, and remediation processes. These steps are intended to provide a common approach to detect what has happened, and to begin the disaster recovery processes.

Check each step as it is completed

7.1 Facilities / Security Team Assignment

If a situation has developed that may require the declaration of an emergency situation the Business Continuity Coordinator or Program Manager will be immediately contacted to carry out initial site assessment. If the preliminary reaction is that an emergency situation has occurred or needs further investigation, the Business Continuity Coordinator and/or the Program Manager will name a Facilities/Security Team. If the Business Continuity Coordinator or Program Manager is unavailable, contact the ITO CAS Business Continuity Team (see Table 3-1) to assist in designating a Facilities/Security Team. This team will normally be comprised of a small group of 3-5 key individuals that may include the Business Continuity Coordinator, facility, technical or key staff members.

- Assignment of the staff comprising the Facilities/Security Team by Business Continuity Coordinator or designee.
- Contact individuals of the Facility/Security team and coordinate a meeting time and location in order to begin initial Incident Detection and Preliminary Assessment.

7.2 Incident Detection and Preliminary Assessment (Facilities/Security Team):

- Follow Company Emergency Response Procedures (See **Section 2.2: Emergency Incident Procedures**).
- Find out if the entire building has been evacuated or if the problem seems to be limited to a small area. Ask about the atmosphere: has panic broken out, are people calmly addressing the problem, or are people unaware of the problem?
- Conduct a preliminary physical damage assessment, if it can be done safely. No recovery activities should be undertaken if personnel are placed in danger. After notification that a problem has occurred, a decision as to whether the situation might actually be a disaster or not. Not all emergency conditions result in a disaster. In this initial assessment phase, minimal information will be presented. Most likely, the only information available will be the information given by the individual who discovered the problem and notified management.

- If access to the facility is allowed, conduct a physical site assessment. If local authorities (police, fire, rescue, city officials) have deemed the building unsafe or prohibit site access, gather as much information as possible from what resources are available. This could be witnesses, local authorities, or property management. Gather all details about of the situation noting the source and credibility. Use the Disaster Assessment Checklist as a tool to document details. (See **Section 15.8: Disaster Assessment Checklist**).

- While conducting a physical inspection, be aware of water, exposed electric (hanging wires), smoke, residual fire or other potential hazardous conditions.

- Write as much detail as possible. If camera is available, take as many photos that will assist in assessing the damage. Video taping or voice recording may also be useful.

- Reassemble the Facility/Security team after the site assessment to perform a preliminary assessment. Begin Recovery Risk Rating Assessment (see Table 3-4) of incident severity and determine the next course of action.

- If necessary, proceed to next step, **Section 7.3: Activate Incident Management Team**, and begin to notify members of the Site Management Team.

7.3 Activate Incident Management Team (Site Management Team):

The Site Management Team will determine if the Incident Management Team should be activated and if necessary:

- Notify Incident Management Team Members. Using the Alertcast Emergency Notification system (See **Section 15.5: PennDOT Alertcast Emergency Notification System List**), have a designated manager initiate an Alertcast message to the team.
 - Information may include conference bridge information, meeting / Crisis Center location, situation description, brief damage assessment and initial recovery recommendations. Request those unable to meet at the Crisis Command Center participate via a conference call with scheduled time.
 - If possible, send an email with necessary information to IMT members.

- Activate the Crisis Command Center (See **Section 6.1: Crisis Command Center Locations**).

7.4 Evaluate Disaster Impact (Site Management Team):

Incident Management Team Members will meet to review and assess available information to determine the course of action.

- Have the Facility Assessment team or IMT Leader review the situation and the preliminary physical assessment of the facility with the IMT members. If digital photos are available, distribute the photos to the team for further clarification of the situation.

- Determine if the severity of the impact requires implementation of the business continuity plan

Determine recovery objectives including:

- **Priorities.** Initially refer to **Table 3-4 Recovery Risk Rating Assessment**. Recognition of functions that may be able to be continued at the facility immediately or within a 1 day effort will be noted.
- **Recovery strategies** considering the contractual Service Level Agreements (SLA) and Recovery Time Objective (RTO) obligations.
- **Action plans.** Review possible situations that may best utilize available resources.
- **Decision** as to alerting of additional members of Site Management and Incident Team Leads.

7.5 Activate Business Continuity Plan (Site Management Team):

Notify Incident Team Leads and members using either a direct call to each member, or the Alertcast Notification System. This will be assigned by Business Continuity Coordinator and can be conducted by IMT.

Brief Incident Team Leads and alternates regarding:

- **Priorities and initial action plan** as decided in step 7.4
- **Delegate Assignments** to members of IMT. These may include initial contact to staff, recording of emergency phone messages, evaluation of recoverable assets, implementation of procedures regarding workflow, etc.
- **Reporting;** designate whom or which team members are to report on recovery, staff availability, coordination of site availability, etc.
- **Communications** procedures; make decisions on how to handle communications between team members. Designate central contact phone numbers (i.e. IMT cell phones, site phone number, etc) or alternate forms of communications (i.e. internet, phone relay, local courier, and fax).

7.6 Implement Support Procedures (Incident Management Team):

As directed by the Incident Management Team Leader, Incident Management Team support personnel will provide recovery support to all affected business units. The IMT may take initial direction from management that are on site as to recovery efforts, alternate site planning, equipment availability, staffing.

7.6.1 Audit

Consult/provide advice on changes to standard operating procedures to be implemented during the recovery effort

Ensure that the following policies and standards are maintained during the recovery effort:

- Financial security and control policies
- Anti-fraud policies
- Information security standards

- Provide reports and recommendations to the IMT as required
 - Provide additional resources to other business units during the recovery effort as needed

7.6.2 Corporate Communications

- Instruct employees to direct all media inquiries to Corporate Communications (See **Section 15.2: Corporate Media Policy**).

7.6.3 Environmental & Safety

As directed by the Incident Management Team Leader, Incident Management Team support personnel will provide recovery support to all affected business units. If any units (i.e. Production Support, Review & Determination) are remaining in the site, as many precautions as possible will be followed to protect staff from injury, dangers or health issues.

- Ensure the health and safety of employees
- Ensure that response activities to address fire, spills and/or medical emergencies are performed in accordance with regulatory guidelines
- Notify regulatory agencies of the incident as required
- Enlist the assistance of vendors and agencies to assist in support activities as appropriate.

7.6.4 Facilities

- Contact GSG Corporate Facilities. This should be done after the preliminary assessment and usability of site. Refer to **Section 14: Contact Directory** for office phone numbers and e-mail addresses
- Conduct detailed damage assessment. Refer to **Section 15.8: Disaster Assessment Checklist**
- Conduct salvage and restoration activities. Before any salvage operations begin, consult with Corporate Facilities regarding insurance requirements and information.
- Acquire replacement office space if necessary
- Notify tenants of the incident and provide periodic updates regarding the condition of their affected office space

7.6.5 Retrieval of Personal Health Information/Personal Identifiable Information

- Secure all documents containing Personal Health Information (PHI) or Personally Identifiable Information (PII). Determine the scope of the records involved and retrieve as much information as possible. This would include retrieval of laptops or desktops that contain PHI/PII documentation. Only ACS authorized personnel would be allowed to retrieve the PHI or PII documentation. The primary step would be to retrieve all or as much as possible, of the documentation and move to a secure location. The

Site's Privacy Coordinator is required to submit a Privacy Incident Report via the Incident Reporting Application system documenting the situation.

- The Corporate Security Privacy Officer should be alerted if there is a mass exposure of PHI, PII or a situation where consultation is required. The Site's Privacy Coordinator is required to submit a Privacy Incident Report via the Incident Reporting Application system documenting the situation. Incident reporting tools are available on ACS's InfoBank link (<https://infobank.acs-inc.com>).
- Because of the potential of PHI/PII document exposure, only authorized personnel (i.e. ACS staff or those with pre-established authorization) should be able to handle documents with PHI/PII in the site. Obviously emergency workers (police, fire, and rescue) have precedence in order to re-establish a safe environment for staff; however any assistance by these individuals in recovery or securing of documents or PHI/PII related items should be discouraged.

7.6.6 Food Services

- During salvage and recovery operations, meal(s) or food service may be provided to personnel at the damaged and/or alternate operation locations. This decision will be at the discretion of the IMT Leader (i.e. Program Manager) and GSG Executive Management. Any expenditure would be charges using a corporate supplied credit card with as much detail as possible regarding staff or personnel involved.

7.6.7 Information Technology (IT)

- Conduct and review computer system and telecommunications damage assessment
- Activate alternate operating locations (for system recovery)
- Recover computer systems and network environment(s)
- Acquire and install replacement desktop computer equipment
- Re-establish data network connections to external resources (branch locations, vendors)
- Implement all telephone response plans (re-routing critical telephone numbers)
- Arrange for all alternate site telephone installations
- Ensure all system security devices and procedures are in place

7.6.8 Offices Services (Mailroom, Shipping / Receiving)

- Re-establish mail and shipping services
- Re-direct all mail and parcel receipts to alternate operating locations

7.6.9 Purchasing

- Manage all incident related purchasing.
- Acquire office supplies, forms and equipment for affected business units.
- Implement any necessary short-term financial tracking controls, using designated cost centers.
- Implement any necessary short-term financial tracking controls, using designated cost centers. Coordinate all financial transactions with the IMT Leaders, Business Continuity Coordinator, Financial Analyst or Regional Vice President.

7.6.10 Vital Records Management

- Coordinate with business units in retrieving all offsite documentation and media.
- Because of the potential of PHI/PII document exposure, only authorized personnel (i.e. ACS staff or those with pre-established authorization) should be allowed into the site. Obviously emergency workers (police, fire, and rescue) have precedence in order to re-establish a safe environment for staff; however any assistance by these individuals in recovery or securing of documents or PHI/PII related items should be discouraged.
- Coordinate documentation retrieval and document restoration.

7.6.11 Physical Security

- Coordinate onsite security for affected facilities and all alternate operating locations
- Control access to affected facilities
- Monitor equipment and records being removed from facilities

7.6.12 Transportation

- Provide local transportation during response and recovery activities as required.
- Provide travel arrangements and accommodations for employees traveling to remote recovery locations.

7.6.13 Financial Considerations

- The Program Manager, Financial Analyst, and if required, the Regional Senior VP will review any expenses that may start occurring during the emergency recovery and establishment (or re-establishment) of the site. It is advisable to utilize vendors who have established ACS accounts in order to minimize out of pocket or credit card transactions.

- For small purchases (or emergency transactions), the Program Manager and other IMT members have been issued corporate credit cards.

- If travel arrangements and accommodations are required for employees traveling to remote recovery locations, contact the corporate Reservation System to secure reservations. The Program Manager, Financial Analyst, and/or the Senior Regional VP would be responsible for the financial arrangements of such transactions.

7.7 Track Incident Status and Recovery Progress (IMT Leader):

- Conduct periodic debriefing sessions with recovery teams to monitor progress and determine problem areas

- Reallocate and/or provide resources

- The PennDOT Customer Care Center IMT Leader prepares a status report for ACS GSG Executive Management. ACS GSG Executive Management should have a detailed status report within 3-4 hours from when the PennDOT Customer Care Center IMT Leader was first contacted.

8. PennDOT Operations Recovery Procedures

8.1 Call Center Recovery

In the event of a temporary or long-term outage that affects the PennDOT Customer Call Center operations or renders the facilities unusable leading to a disaster declaration, the call center will be recovered via a SunGard mobile solution that will arrive at a predetermined location. The primary choice of for this location is in the parking lot adjoining the current call center. This mobile unit will function as the call center and will be located locally to allow for the simple commuting of CSRs. This solution will include the requisite phones, desks, servers, and other accommodations.

LAN and network access to the ACS network would be utilized using ACS’s Metro Ethernet connection to the SunGard National Network via supplied PCs with the site’s desktop software available. The ITO Telephony Group will be responsible for the rerouting of the 1-800 phone lines, establishing network connectivity and providing desktop support. Operations would take place from the recovery facility until operations could be returned to full operational status at the primary facility or until an alternate facility could be completed.

Table 8-1 PennDOT Call Center Numbers

PennDOT Call Center	800-932-4600
	717-412-5300
	800-228-0676 (TDD)
	717-412-5380 (TDD)

It is PennDOT's expectation that this team will be prepared to handle incoming calls, faxes, and website correspondence at the rate of

- 25% within three (3) working days
- 50% within five (5) working days
- 100% within seven (7) working days

Due to this timetable, the combination of the Disaster Recovery Plan coupled with SunGard’s solution will be essential elements in meeting these goals. All benchmarks of service resumption will be based on expected call volumes prior to the disaster and shut down of the Customer Care Center.

The first hours of a disaster are critical to ensure that the public are well informed and confident in the services provided by the Customer Care Center. Recordings in the IVR will provide for a professional and immediate responds to any disaster. Within one hour during business day, a telephone recorded message will inform callers that there is a reduced level of service; customers will also learn that the service is experiencing difficulties that will soon be corrected. The messages will include the anticipated time for customers to resume calling the customer call center. Likewise, a recording will be programmed to be activated during fire drills and other short-term service disruptions letting customer know that the service interruption is a temporary inconvenience.

Below is a summary of the different messages that the customer may receive during an outage that is expected to last at least one hour:

1. AT&T cloud message (applicable for issues when callers can't get to our IVR)
 - Thank you for calling the PennDOT Driver and Vehicle Services Call Center. The Call Center is temporarily unavailable. We are working to restore access as quickly as possible. We apologize for the inconvenience and encourage you to visit our web site at www.dmv.state.pa.us for information. Otherwise, please call back at a later time. Normally, Customer Service Representatives are available Monday through Friday from 8am to 6pm. Thank you.

2. Dallas/Richardson PBX message (applicable for issues when callers can't transfer from the IVR to the Harrisburg call center.)
 - Thank you for calling the PennDOT Driver and Vehicle Services Call Center. Access to customer service representatives is temporarily unavailable. However, the Interactive Voice Response system is available for use. If you need to speak to a Customer Service Representative, please call back at another time. We are working to restore access as quickly as possible. Normally, Customer Service Representatives are available Monday through Friday from 8am to 6pm. You may also visit us on the web at www.dmv.state.pa.us for information. Thank you.

Under this scenario, network access to PennDOT's Mainframe will be provided via the ACS Corporate Network which would be connected to the PCs in the mobile solution utilizing SunGard National Network. Both onsite IT management and the ACS ITO support staff will be responsible for establishing network connectivity and providing desktop support. The rerouting of the phone line and the activation of the emergency IVR message will be activated by the IVR vendor, Intelimedia.

In the event that production operations relocate to another site, employees and/or temporary personnel will be responsible for transporting themselves to the alternate site.

8.2 Server Recovery

In the event of a server outage, an evaluation and determination of the usability of all data processing hardware will be performed. This evaluation should involve the local vendor representative. While the assessment is being performed, contact the ITO Continuous Availability Services team to determine if there is existing hardware that can be obtained. Upon completion of the evaluation and the estimation timeframe for repair and/or replacement hardware, recommendations will be presented to the IMT as to what steps should be performed to resume production operations.

Critical production servers have been identified based on the site's contractual recovery time objective. Site-specific SunGard contracts have been initiated to provide recovery facilities and equipment should a disaster be declared. LAN and network access to the ACS network would be utilized using ACS's Metro Ethernet connection to the SunGard National Network.

Proprietary and Confidential Server information removed.

ACS Proprietary and Confidential

Any re-publication, transmission or distribution of these materials without the express written consent of the ACS legal department is strictly prohibited.

ACS Government Solutions Group

January 31, 2010

Server restoration will be performed as documented in the operating system installation and backup software manuals. Please refer to the detailed hardware inventory spreadsheet within the “*The Security Manual for ACS GS PennDOT CCC*” for a list of installed software and hardware configurations.

8.3 Telecommunications Recovery

Telecommunications between ACS GSG locations is established using Frame Relay and MultiProtocol Label Switching (MPLS) services. Frame Relay and MPLS services automatically re-route connections around failing facilities. In the event of a failure within the Frame Relay / MPLS system connection between the sites, ACS will work directly with telecomm vendors to restore service.

ACS maintains an ample supply of spare communications equipment such as modems, hubs, and routers for prompt emergency replacement in the case of an equipment failure.

If the production operations recovery is to be accomplished at a SunGard Recovery facility, ACS Network Engineering will re-route and/or establish network connectivity between the SunGard recovery site and ACS using the GSG WAN cloud, ACSNet, and ACS's Metro Ethernet connection to the SunGard National Network. The Metro Ethernet connection will allow connectivity to any SunGard location as well as any Government Solutions location.

All remotes and destinations will remain the same naming structure unless otherwise notified.

8.4 Desktop Personal Computer Recovery Procedures

In the event of a temporary or long term outage requiring relocation of production operations to another ACS GS facility, Infrastructure Services Group will purchase the necessary replacement desktops and/or laptops for recovery. Replacement equipment will be charged back to the appropriate GS Cost Center. The Desktops require WinXP SP2, and the following applications with typical settings.

- **MS Office 2003 or above:** No specific installation requirements from CD. Use the Full Install option during install.
- **Open Office:** Download the latest application version from <http://download.openoffice.org/index.html>. Install the application using Full Install.
- **McAfee:** No specific Installation requirements.
- **Rumba Version 7.4.0:** Basic Install with the following PennDOT IP 206.224.22.82.
- **Avaya CMS R13:** Install the application using Full install option, once the application is installed, run the application and create a new connection to the following IP 10.36.192.25.

The standard desktop software image will be replicated onto all PCs at a SunGard center. Some software will be locked out on some PCs for licensing and management purposes.

Table 8-2 Site Desktop Application Requirements

Application Name	Management	CCC CSRs
MS Office Suite	20	8
Open Office	0	140
McAfee VirusScan Enterprise	21	148
Rumba 7.0	14	135
VNC Server	0	148
VNV Viewer	20	0
Avaya CMS Supervisor 13.0	21	0
Avaya CMS R13	21	0

8.5 Scanning / Imaging Recovery

The PennDOT facility does not perform any scanning / imaging services for their client.

8.6 Mail Center Recovery

Although this operation averages less than 100 pieces of mail/day, in the event of a situation that requires the relocation of the Mail Center operations, the Finance Manager will notify the local U.S. Postal office to reroute all incoming mail to the alternate recovery location. ACS employees will continue to pickup the mail at the Post Office until the Post Office is able to forward the mail to the recovery location. The United States Postal Service (USPS) has confirmed that they are able to reroute mail within 72 to 96 hours of notification.

Contact ACS' mail in-house vendor for production relocations and mailing of all internal correspondence.

In the case of a disaster resulting in the scattering of documents containing Personal Information, the PennDOT staff should take all reasonable steps to determine the scope of the records involved and retrieve that information when possible. Remember that the safety of staff members is always the first priority

8.7 Print Recovery

In the event of relocating production operations to another facility, smaller priority reports will be rerouted to another printer at the recovery location.

8.8 Financial Services Recovery

The PennDOT facility does not perform any financial services such as printing checks for their client.

9. Returning to Primary Site

The following steps should be considered when returning production to the primary site. Perform only the tasks or activities that are required and appropriate.

9.1 Facility Restoration

- Work with Corporate Facilities in determining if a new facility is required or if the facility will be repaired. Check with local code officials to identify building code requirements for repairs, new construction or demolition.
- Verify the health, safety and security of the facility.
- Verify the operational state of key suppliers and subcontractors and develop procedures for quickly procuring critical hardware, software, and supplies.
- Determine what equipment & software needs to be ordered.
- Advise employees of any health, security, and security concerns within the facility. Screen employees for risk factors as heart conditions, asthma, compromised immune systems and allergies to mold and dust.
- Provide appropriate protective equipment to personnel (gloves, disinfectant wipes, & masks).
- Prior to resuming production in the facility, conduct a thorough facility assessment. Refer to the American Society of Safety Engineer News (ASSE) business resumption safety checklist in **Section 15.10**.

9.2 Travel Preparations

- Provide the Local Business Continuity Coordinator with a list of personnel that relocated.
- Request the Site Office Administrator make the appropriate travel arrangements.
 - Ensure meals and lodging are considered, if appropriate.
 - If driving to the recovery site is appropriate, team members will be responsible for providing their own transportation.
 - Monitor team travel to ensure team's safe arrival.

9.3 Preparing for System Cutover

- Prioritize the order of resuming operations and identifying any obstacles or risks.
- Determine whether system relocation will be a phased or cut-over approach.
- If a phased approach, determine which phase every recovery team member will be assigned.

- Ensure successful cut-over of re-routed telephone systems.
- Ensure successful cut-over of all network communication systems.
- Ensure successful system / database / file synchronization and cut-over of computer systems.
- Ensure successful user testing and cut-over of all critical business function support applications.

9.4 Preparing for Recovery Site Shutdown

- Once production business functions are confirmed operational at the primary site, ensure that all data is erased on the recovery site's system.
- Request travel arrangements for remaining Recovery Team members.
- Ensure proper storage or return of Recovery Site equipment.
- Inventory and replenish expended site-stocked material (if applicable).
- Ensure utility shutdown (if applicable and as appropriate).
- Ensure all keys (if any) are accounted for and returned to the appropriate individual or location.
- Ensure site security upon departure.
- Monitor team travel to ensure team's safe arrival.

9.5 Emergency Material Replenishment

- Inventory, purchase and restock all supplies and documentation used during relocation.
- Ensure the return of the replenished team box(es) to offsite storage by the Business Continuity Coordinator.

9.6 Recovery Analysis and Final Documentation

- IMT will have a final meeting after full recovery and restoration of full service at principal site.
- Ensure that all documentation about the incident, all procedure checklists and forms are collected and assembled into a document that may be required for review.

10. Hardware & Software Architecture

A detailed inventory of the servers and associated software installed at this facility is documented in “*The Security Manual for ACS GSG PennDOT CCC*” under the Inventory tab.

11. Backup Procedures

Refer to the documentation “How to Restore Files from Live Vault” for the restoration process and “How to Backup Files to Live Vault” to backup files.

11.1 Offsite Storage Facility

Backup files are stored electronically via the internet at the off-site storage vendor Iron Mountain’s facilities.

The off-site storage facility: Live Vault, provided by Iron Mountain
insync.evault.com

The hours of operation are: Hours of operations depend upon the availability of the internet and therefore are 24 hours 7 days a week

After hours contact info: 866-855-9555
866-888-2858

Authorized users are: Michelle Klopp
Tariq Aman

11.2 Offsite Storage Materials

It is recommended that each incident team lead assemble an offsite storage box containing the necessary materials to resume operation of critical business functions. Each offsite storage box should be clearly labeled and the box name (or number) must be documented in the plan.

The following items are examples of items that should be stored offsite:

- A copy of the current Business Continuity Plan on CD
- Unique supplies that may not be available at the time of a disaster
- Pre-printed forms used for critical functions
- Policy and Procedures Manual(s) on CD(s)
- Copy of the ACS contract(s) with the State, RFP and ACS Proposal.

12. Plan Maintenance Procedures

The ACS ITO CAS Business Continuity Team (see Table 3-1) owns and maintains the Business Continuity Plan. The ACS ITO CAS Business Continuity Team is responsible for initiating scheduled Business Continuity plan maintenance activities in consultation with the local Business Continuity Coordinator (see Table 4-1)

12.1 Plan Revisions

The ACS ITO CAS Business Continuity Team will notify the Local Business Continuity Coordinator to review the notification, response, resumption, recovery strategies and procedures for changes that may be required.

Business Continuity plans and supporting documents are to be reviewed regularly by each Incident Team leader to ensure that the documents reflect current practices, procedures, etc. Any changes to the Business Continuity plan should be submitted to the Local Business Continuity Coordinator. The Local Business Continuity Coordinator will submit the changes to the ACS ITO CAS Business Continuity team. The ACS ITO CAS Business Continuity team will update the relevant section(s) of the Business Continuity plan and redistribute it using the plan distribution guidelines.

Plan revisions resulting from changes to hardware configurations, networks, production processing etc. should be submitted as soon as possible for incorporation into the Business Continuity plan. This includes:

- Change in system or application architectures.
- Hardware or environmental changes.
- Major changes in operating system(s) or utility software programs
- Major changes in the design of a production database.
- Major changes in communication, systems network design, modems, adapters, etc. (e.g., addition of a communications circuit to a new location, an upgrade in network bandwidth).
- Changes in off-site storage facilities and methods of cycling backups to the off-site facility.
- New application systems development or system maintenance.
- Discontinuance of an application system from production.
- Significant modification of business processes or data flow requirements.
- Changes in the Notification Lists or the Business Continuity team.

12.2 Plan Auditing Requirement

Annual plan audits will be conducted to determine:

- The readiness of the Incident Management Team to respond to an emergency.

-
- Whether backed up data and documentation stored off-site are adequate to support the resumption of business operations
 - Whether the inventories, tasks and procedures are adequate to support the resumption of business operations.
 - Whether the Business Continuity Plan has been properly maintained and updated to reflect the actual resumption, recovery and restoration needs.

The plan audits will take place as part of the evaluation process through annual structured walk-throughs or actual disaster recovery tests. Once the walk-throughs and tests are completed, the ACS ITO CAS Business Continuity Team in consultation with the Local Business Continuity Coordinator will produce a plan audit report based on the bulleted items above. The plan audit report will document how well the plan meets the above requirements, identify any deficiencies in the plan, and make recommendations for improvement. The ACS ITO CAS Business Continuity Team will update the plan to address the deficiencies identified in the plan audit report. The plan audit report and any necessary updates to the Business Continuity Plan will be submitted to the site's Incident Management Team and the ACS ITO CAS Business Continuity Team for review.

12.3 Plan Security

The Business Continuity Plan is classified confidential and contains proprietary information to ACS. These plans are *not* to be shared with anyone outside of ACS without the approval of the ACS ITO CAS Business Continuity Team. Plans must be scrubbed of all confidential and proprietary information when distributed outside of ACS.

To request copies of the Business Continuity plans or to ask a question concerning the status of the plan, please contact any member of the ACS ITO CAS Business Continuity Team (see Table 3-1).

12.4 Plan Distribution and Access

The following describes the processes and guidelines for distributing copies of the Business Continuity Plan, to ensure that key personnel have access to recovery procedures in the event of a disaster, and to ensure that copies of the plans are stored at a secure offsite location.

The Business Continuity Plan will be created and maintained in the following formats:

- **Hardcopy:** A hardcopy of the plan will be created and stored at an offsite storage location. The off-site location must be secure and accessible 24 hours a day.
- **CD-ROM:** Updated copies of the plan will be created on CD-ROM. CDs will be distributed to all members of the IMT. On an annual basis, a CD will be distributed to the Regional Vice President and the ACS Corporate Security Officer containing the current version of the business continuity plan.

The Local Business Continuity Coordinator will distribute new copies of the plan to team members, and ensure that all previous hardcopies and CD-ROM versions are destroyed. This will ensure that, in the event of a disaster, everyone is working from the same version of the plan. The Local Business Continuity Coordinator will also ensure that all appropriate team members are educated and trained on the plan changes.

13. Testing Procedures

This section contains an overview of the Business Continuity Testing process. Business Continuity Testing will address elements of the production system(s), which may require recovery (i.e. hardware, software, telecommunications, production data files and system documentation). The ACS ITO CAS Business Continuity team will develop a Business Continuity Testing Document which will include full details of the planned test, a detailed task timeline of the test schedule and any problems or recommendations documented during the test.

Business Continuity testing addresses:

- Alertcast Emergency Notification contacts are reviewed and updated.
- Notification of key individuals in the event of an emergency.
- Directing the work force to the recovery site.
- Obtaining and/or moving any required physical inventory to the recovery site.
- Establishing network connectivity.
- Redirecting vendor services to the recovery site.

The ACS ITO CAS Business Continuity team will work with the Local Business Continuity Coordinator in scheduling recovery tests, coordinating test activities and evaluating the recovery test results. The Local Business Continuity Coordinator will determine team members for planning the test as well as those who will participate in a test. The ACS ITO CAS Business Continuity team will track and document the recovery test, which will include any problems that occur or recommendations. When a recovery test has been completed, the ACS ITO CAS Business Continuity team will facilitate a post-review meeting with the recovery test participants. The ACS ITO CAS Business Continuity team will provide a summary report showing tasks performed, task timeframes, results, and action items. The summary report will be distributed to all test participants including Site and Client Management.

13.1 Plan Testing

Business Continuity Plan Testing for the business processing locations will be scheduled and performed on an annual basis. Structured walk-throughs and/or live testing exercises will determine the accuracy and completeness of the procedures and will help evaluate the timely recovery at the recovery site. Each test will be designed to simulate production operations at the recovery location in the event a disaster outage is declared.

Various types of potential interruptions to operational groups will be tested. Prior to a scheduled recovery test, a comprehensive walk-through of the Business Continuity plan will be performed to ensure the accuracy and completeness of the plan. This meeting will review previously documented disaster recovery plans and discuss the detailed steps to be followed by the sites in the event of a disaster. The objectives of the walk-through will be to ensure that:

- Names of the people responsible for the plans are correct
- Detailed recovery steps are practical and will work

- Recovery locations are correct
- New applications or business functions are incorporated into the plans
- All team members fully understand the plans

13.2 Relocation Testing

Relocation testing involves simulating an actual disaster by relocating staff and restoring critical data, applications and business processes to pre-defined alternate facilities. This will verify that all documented recovery plans will truly work in the event of a disaster. The objectives of the relocation testing are:

- Familiarize recovery staff with recovery locations and how to get there
- Verify that critical data is backed up and available at the offsite location
- Insure data and applications can be recovered using the hardware and software installed at the recovery site
- Confirm network connectivity between the recovery site and ACS sites not experiencing a disaster
- Verify accuracy of documented recovery procedures
- Update recovery plan documents to account for any failures or difficulties encountered during the test
- Identify recovery process improvements to decrease recovery time
- Recover data to the most current point in time

13.3 Testing Objectives

The scope, objectives, and timeline will be determined prior to each Business Continuity test and documented in the Business Continuity Testing Document. Problem resolution will be measured during each test. Upon the completion of the test, results will be compared to the test objectives to determine if all of the test objectives were met. If a test objective was not met, the results will be documented and will be included as a test objective in a future test. Issues and recommendations from the test will be documented for follow-up. A summary of the results of each test will be provided to all test participants including Site and Client Management.

13.4 Testing Scenarios and Frequency

Business Continuity testing types and frequency are shown below and are based on the established Recovery Rating from **Table 3-4**.

Table 13-1 Business Continuity Testing Scenarios

Emergency Notification Testing	Plan Updates	Structured Walkthrough Testing	Offsite Relocation Testing
Verification of staff contact information and testing should be performed quarterly.	Personnel updates should be performed quarterly. Review of recovery procedures should be performed annually.	Structured walkthroughs or tabletop exercises involving declaration of risk level, notification of IMT, and review of general emergency incident procedures will be conducted twice per year. For those sites located in hurricane / coastal regions, a Hurricane Preparedness Walkthrough will be scheduled prior to hurricane season during the April/May timeframe. This exercise will include declaration of risk level, notification of IMT, and proceeding to the Crisis Command Center location.	Annual mainframe recovery test using offsite backups. Recovery of critical servers from offsite backups performed annually. Perform recovery of critical operational functions annually.

14. Contact Directory

Other contact information is not listed due to confidentiality. Refer to the 'PennDOT CCC Confidential Contact Directory' for this information.

Table 14-1 Contact Directory

Name	Position	Phone Number	ACS GSG Location	E-Mail Address
ACS Shared Services Help Desk	ACS Shared Services Help Desk	O: 866-944-1501	Atlanta, GA: Tarrytown, NY	Atlanta.Helpdesk@acs-inc.com
ACS Situation Management	ACS Situation Management	O: 214-887-7565	Dallas, TX	Situation.Management@acs-inc.com
Bird, Joseph	ITO CAS Recovery Services Sr. Analyst	O: 508-966-2965	Boston, MA	Joseph.Bird@acs-inc.com
Bolden, Steven	ITO CAS Manager, Professional Services	O: 214-841-6349	Dallas, TX	Steven.Bolden@acs-inc.com
Bourbina, Anne	ITO CAS Recovery Services Analyst	O: 313 694-3303		Anne.Bourbina@acs-inc.com
Brewer, Jeff	ITO Director, Enterprise Security and Privacy	O: 503-273-4436	Portland, OR	Jeff.Brewer@acs-inc.com
Childers, Brett	ITO Manager, Systems Platform	O: 770-829-1676	Atlanta, GA: River Ridge	Brett.Childers@acs-inc.com
Doherty, Thomas	ITO Shared Network Manager, Network Engineering	O: 914-789-6962	Tarrytown, NY	Thomas.Doherty@acs-inc.com
Elmore, Ashby	GSG Director, Safety and Security	O: 719-331-5000	Colorado Springs, CO	Ashby.Elmore@acs-inc.com
Gabriel, John	ITO CAS Recovery Services Sr. Analyst	O: 678-352-7269	Atlanta, GA: River Ridge	John.Gabriel@acs-inc.com
Humenik, Mike	ACS GS VP, Human Resources	O: 202 378-2876	Washington, DC	Mike.Humenik@acs-inc.com
Iacovelli, Joe	ITO Manager, Telecom Services	O: 860-585-0267	Bristol, CT	Joe.Iacovelli@acs-inc.com
Jay, Charlie	ITO Manager, Field Services	O: 804-965-8120	Richmond, VA	Charlie.Jay@acs-inc.com
Kaye, Wendi	Business Continuity Coordinator Crisis Mgt/Incident Response	O: 214-887 7864	Dallas, TX	Wendi.Kaye@acs-inc.com
Laman, Scott	ITO Director of Continuous Availability Services	O: 214-841-6496	Dallas, TX	Scott.Laman@acs-inc.com
Lightfoot, Kevin	ACS Corporate Marketing VP, Corporate Communications	O: 214-841-8191	Dallas, TX	Kevin.Lightfoot@acs-inc.com
Steenrod, Deborah	ACS HR Governance & MSP Director	O: 214-252-2152	Dallas, TX: Corporate	Deborah.Steenrod@acs-inc.com
Thomas, Janet	ITO CAS Recovery Services Sr. Analyst	O: 770-829-1076	Atlanta, GA: River Ridge	Janet.Thomas@acs-inc.com

Table 14-2 PennDOT CCC Contact Directory

Name	Position	Phone Number	E-Mail Address
Aman, Tariq	IT Manager	O: 717-412-5321	Tariq.Aman@acs-inc.com
Bardfield, Aliza	Operations Supervisor	O: 717-412-5315	Aliza.Bardfield@acs-inc.com
Coller, Jennifer	Work Lead	O: 717-412-5346	Jennifer.Coller@acs-inc.com
Dietrich, Charles	Work Lead	O: 717-412-5347	Charles.Dietrich@acs-inc.com
Foster, Saresa	Work Lead	O: 717-412-5345	Saresa.Foster@acs-inc.com
Jackson, Janetta	Work Lead	O:717-412-5344	Janetta.Jackson@acs-inc.com
Jean, Jacques	QA Analyst	O: 717-412-5316	Jacques.Jean@acs-inc.com
Klopp, Michelle	Program Manager	O: 717-412-5310	Michelle.Klopp@acs-inc.com
Lauren, Jennifer	Work Lead	O: 717-412-5348	Jennifer.Lauren@acs-inc.com
McArdle, Loretta	Work Lead	O: 717-412-5341	Loretta.McArdle@acs-inc.com
McGraw, Mary Jo	Operations Analyst	O: 717-412-5305	MaryJo.McGraw@acs-inc.com
Minear, Lisa	Operations Manager	O: 717-412-5313	Lisa.Minear@acs-inc.com
Mullen, Janette	Finance Manager	O:717-412-5312	Janette.Mullen@acs-inc.com
Plante, Kathy	Operations Supervisor	O: 717-412-5331	Kathy.Plante@acs-inc.com
Postlethwait, Cindy	Work Lead	O: 717-412-5342	Cindy.Postlethwait@acs-inc.com
Ritter, Kristen	Training Manager	O: 717-412-5317	Kristen.Ritter@acs-inc.com
Rivera, Maggie	Administrative Support	O: 717-412-5323	Magdalena.Rivera@acs-inc.com
Swift, Allison	Operations Supervisor	O: 717-412-5332	Allison.Swift@acs-inc.com

15. Appendixes

15.1 Disaster Declaration Procedure

The PennDOT Customer Care Center facility has a contract with SunGard Availability Services. SunGard Availability Services requires a Disaster Declaration prior to relocating to the recovery facility. Corporate Continuous Availability Services (CAS) Management is authorized by SunGard to place a location on alert or to declare a disaster. Site Management must notify the ITO CAS Business Continuity team as well as GSG Executive Management that a potential disaster situation exists and that it may be necessary to declare a disaster.

SunGard encourages customers to put SunGard on alert when a situation poses an unacceptable degree of risk that could result in a disaster declaration. To place an ACS site on alert status with SunGard, contact the ITO CAS Business Continuity team (see Table 3-1).

There is no fee associated with an alert; however there is a significant declaration fee and daily usage fee if a disaster is declared and relocation is required.

Corporate CAS requires that authorized Account Management contact them when declaring a disaster. If a disaster declaration is required, proceed with the following procedure:

Contact the Helpdesk at (214) 841-8108, notify them of the Disaster situation and provide them with the following information:

- 1) Your Name
- 2) Incident location (ex: Dallas Data Center)
- 3) Physical Address (address of the facility where the disaster event is taking place)
- 4) Telephone number where the person reporting the incident can be reached
- 5) Nature of Disaster/Incident

The Helpdesk will open a SEV1 ticket in Service Center for the Continuous Availability Services group and notify Dallas Situation Management of the incident. Situation Management will verbally contact the CAS Management Team to review and escalate the incident as deemed necessary. A conference bridge will also be opened by Situation Management for CAS Management to meet with the Site Management declaring the disaster event.

15.2 Corporate Media Policy

15.2.1 Applicability:

This Corporate Media Policy applies to all ACS employees and subcontractor staff.

15.2.2 Policy

All press/media contacts are to be referred to ACS' Corporate Headquarters for assistance or approval.

15.2.3 ACS' Corporate Press Contact

Kevin Lightfoot
ACS
Corporate Communications
Building 1, 9th floor
Dallas, TX 75204
214-841-6223 (office)
Kevin.Lightfoot@acs-inc.com

Press/media contacts include newspapers, television stations, radio stations, magazines, newsletters, journals, and trade publications for the health care industry, on-line services, and other organizations gathering and distributing information for the public. All responses to press/media requests are to be provided at ACS' Corporate Headquarters, unless otherwise approved.

15.2.4 Procedure

Any individual representing a press/media organization is to be immediately referred to the local Manager on site. The Manager will refer the press/media representative to the appropriate corporate contact for assistance.

15.2.5 Process

The employee receiving the press/media call or contact will refer the individual to the on-site Manager. The Manager will explain to the press/media contact that all press/media requests are addressed at ACS' Corporate Headquarters and refer the individual to the appropriate corporate contact. The Manager will then proceed to inform the corporate contact that a press/media referral has been made. The Regional Vice President will also be notified.

ACS' corporate contact will seek approval to conduct the press/media interview. If approval is not given, the press/media contact will be notified by ACS' corporate contact.

With the approval of the State client and ACS Regional Vice President, key messages and answers to the press/media questions will be completed, a spokesperson designated, and an interview meeting scheduled. The press/media interview will be conducted. ACS' corporate contact will complete any follow-up activities.

15.2.6 Accountability

The ACS employee receiving the press/media contact is accountable for ensuring that the individual is immediately transferred to the Manager on-site. The Manager is then accountable for ensuring that the press/media is immediately referred to the appropriate corporate contact.

15.3 Staff Emergency Notification

There are two phone numbers that every staff member needs to know in the event of an emergency situation at their facility. One is the site's Disaster Recovery Voice Mailbox number and the other is the ACS Human Resources Hotline.

15.3.1 Disaster Recovery Voice Mailbox

ITO CAS Business Continuity and the ITO Telephony Solutions teams have created a toll free voice mailbox for each GSG location. Since the voice mailbox and toll free number reside on the Portland PBX, it will continue to work during any local power outages or other interruptions.

In the event of an emergency, facility problems, or office closings, Site Management can use this voice mailbox to communicate with employees. The message should be updated at least every 2 hours starting early in the morning. Since this is NOT a public announcement, this mechanism circumvents any issue with the media policy – like calling local radio to TV station(s) to alert staff of an office closing.

The Disaster Recovery Voice Mailbox for PennDOT Customer Care Center is 3376

The staff would follow these steps:

- Dial 800-579-8622
- They will hear a recording asking them to enter the extension number (3376) and press #.
- They will hear the emergency announcement / message.

Whoever is designated to maintain the message would follow these steps:

- Dial 800-706-9623
- Enter the voice mail extension number and press #.
- Enter the 6 digit password (xxxxxx) and press #. (If password has been changed from the default, contact ITO CAS Business Continuity team.)
- Follow the prompts to record a greeting.

15.3.2 ACS Human Resources Hotline

In the event of a situation where an employee is unable to contact their supervisor or manager with their immediate status and location; the employee should contact the ACS Human Resources (HR) Workplace. The ACS HR Hotline will be used as a backup to report their status and location. Although business hours are listed Monday thru Friday, after hours support is handled by on call, the caller needs to remain on the line to get the on-call number.

- HR Workplace: (Mon.-Fri. 7:00 am–7:00 pm CST)
 - 1-888-471-2271 Press #4 for a representative

The employee should tell the HR representative the following information:

- That they have not been able to contact their immediate supervisor / manager; (give the HR representative the name of their immediate supervisor / manager),
- That they (and their family) are safe;
- If there are any personal or family injuries,
- If they have experienced any personal property damage (residence or car),
- Their ability to get to work and,
- Their location and contact information (especially if they evacuated their home area).

15.4 Temporary Staffing

In the event the PennDOT Customer Care Center staff is unable to perform their normal daily operational duties because of an emergency situation or disaster, Site Management will make the determination to hire clerical and programming personnel from a temporary staffing and/or technical services agency. If emergency staffing is required, the Hiring Manager for the site will contact the ACS Managed Service Provider (MSP) Director. All contingent work requirements must flow through the Contingent Workforce Managed Service Provider. The MSP Contingent Workforce Reference Guide is located in ACS’s InfoBank under the HR Quicklinks tab labeled Contingent Workforce link (<https://infobank.acs-inc.com>).

Table 15-1 Managed Service Provider (MSP) Account Contacts

ACS Position	Name
ACS HR Governance & MSP Account Director	Deborah Steenrod

15.5 PennDOT CCC Alertcast Emergency Notification System List

The PennDOT CCC utilizes the Alertcast Emergency Notification System. The Alertcast list number designated to PennDOT CCC is 860. Refer to ‘**Alertcast Instructions**’ for details on using Alertcast.

15.6 ACS GS PennDOT CCC Office Location

ACS PennDOT CCC
6400 Flank Drive
Suite 500
Harrisburg, PA 17112
717-412-5320 (main)
712-412-5381 (fax)

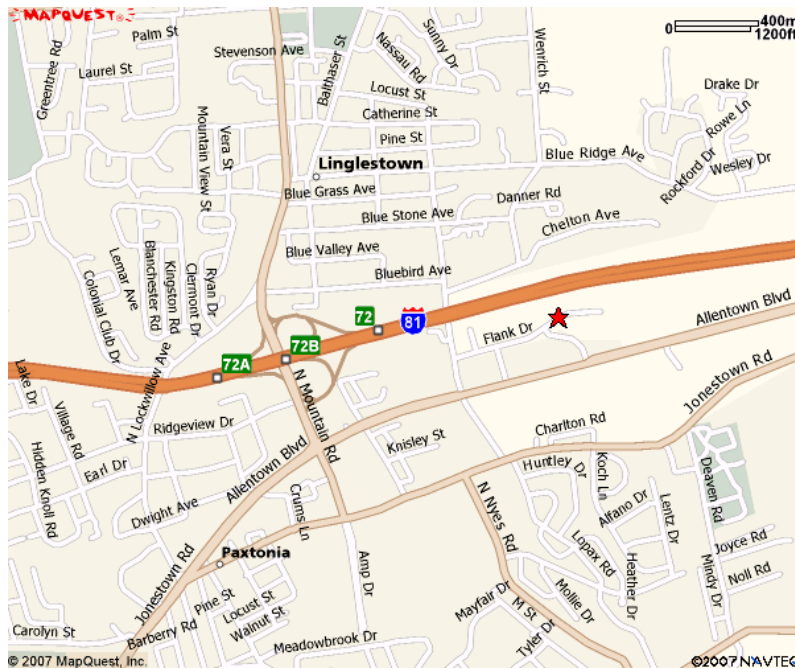


Figure 15-1 Map of ACS GS PennDOT CCC Office Location

15.6.1 Directions to ACS GS PennDOT CCC office

From North (West Shore):

Follow US Rt. 11&15 South to I-81 North. Follow directions from Exit 72A (Paxtonia)

From North (East Shore):

Follow US Rt. 322E to I-81 North. Follow directions from Exit 72A (Paxtonia)

From South (West Shore):

Follow I-83N to I-81-N. Follow directions from Exit 72A (Paxtonia)

From South (East Shore):

Follow I-283N to I-83-N to I-81N. Follow directions from Exit 72A (Paxtonia)

From East:

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Follow US Rt. 22 West to Shannon Rd. (Light @ Gateway Business Park). Turn Right and follow to intersection of Flank Rd. Turn Right onto Flank Rd. Office is at 6400 Flank Rd. Suite 100 on the left. Additional parking is available in the rear of the building.

From West:

Follow PA Rt. 581 East to I-83-N to I-81N. Follow directions from Exit 72A (Paxtonia)

From Exit 72A (Paxtonia):

From Exit 72A (Paxtonia), merge onto N. Mountain Rd. and follow to red light. Turn left onto Allentown Blvd. /US Rt. 22E. (Hbg. Toyota/Jeep on Left). Go to second red light @ Gateway Business Park (8/10 of a mile) and turn left onto Shannon Rd. At next intersection, turn right onto Flank Rd. Office is at 6400 Flank Rd. Suite 100 on the left. Additional parking is available in the rear of the building

15.7 Crisis Command Center Locations

15.7.1 Hotel Crisis Primary Command Center

Holiday Inn Express
5680 Allentown Boulevard
Harrisburg, PA 17112
(717) 657-2200

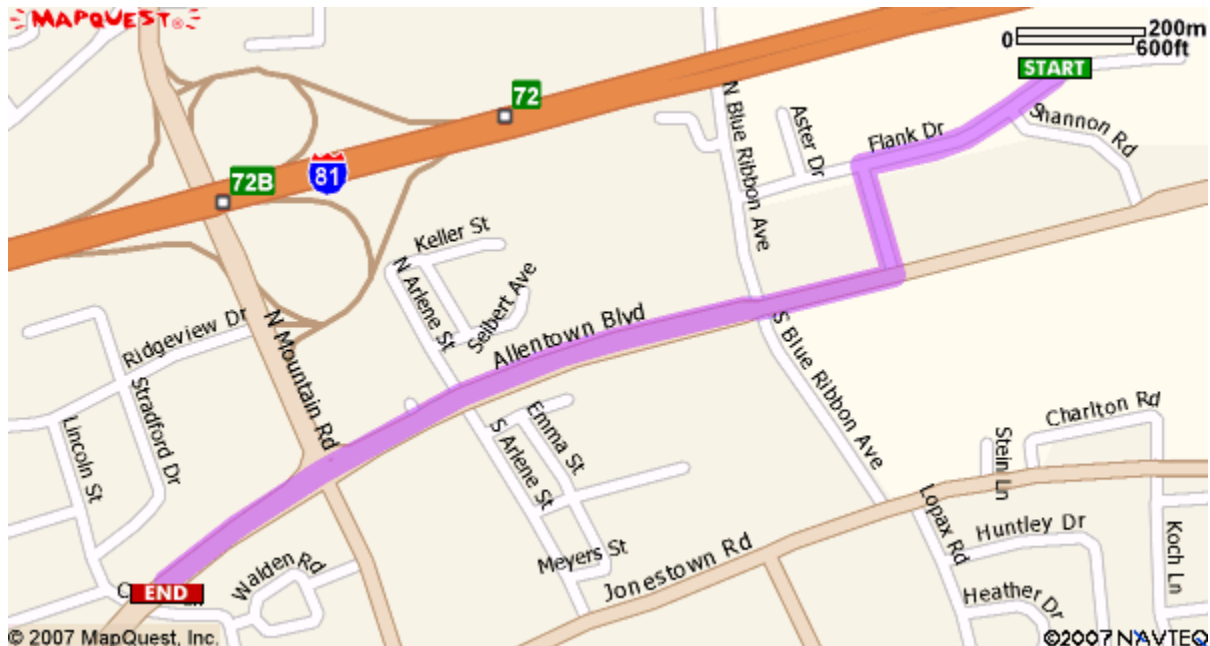


Figure 15-2 Holiday Inn Express Crisis Command Center

15.7.2 Directions to the Holiday Inn Express from the ACS GS PennDOT CCC

From office, go west on Flank Dr. toward Shannon Rd.

Turn left on to Dorchester Rd.

Turn right onto Allentown Blvd. / US-22W

Holiday Inn Express is at 5680 Allentown Blvd.

15.7.3 Hotel Crisis Alternate Command Center

Country Inn & Suites
8000 Jonestown Rd
Harrisburg, 17112
(717) 651-5100



Figure 15-3 Country Inn & Suites Crisis Command Center

15.7.4 Directions to the Country Inn & Suites from the ACS GS PennDOT CCC

From office, go west on Flank Dr. toward Shannon Rd.

Turn left on to Shannon Road.

Turn right onto Allentown Blvd. / US-22W

Turn slight right onto N Mountain Rd.

Merge onto I-81N toward Hazleton / Allentown.

Merge onto Linglestown Rd. / PA-39E via exit 77 toward Manada Hill / Hershey.

Turn slight left onto Jonestown Rd.

Country Inn & Suites is located on left at 8000 Jonestown Rd.

15.7.5 Client Location Crisis Command Center

PennDOT Client Facility

1101 S Front Street
Harrisburg, PA 17104

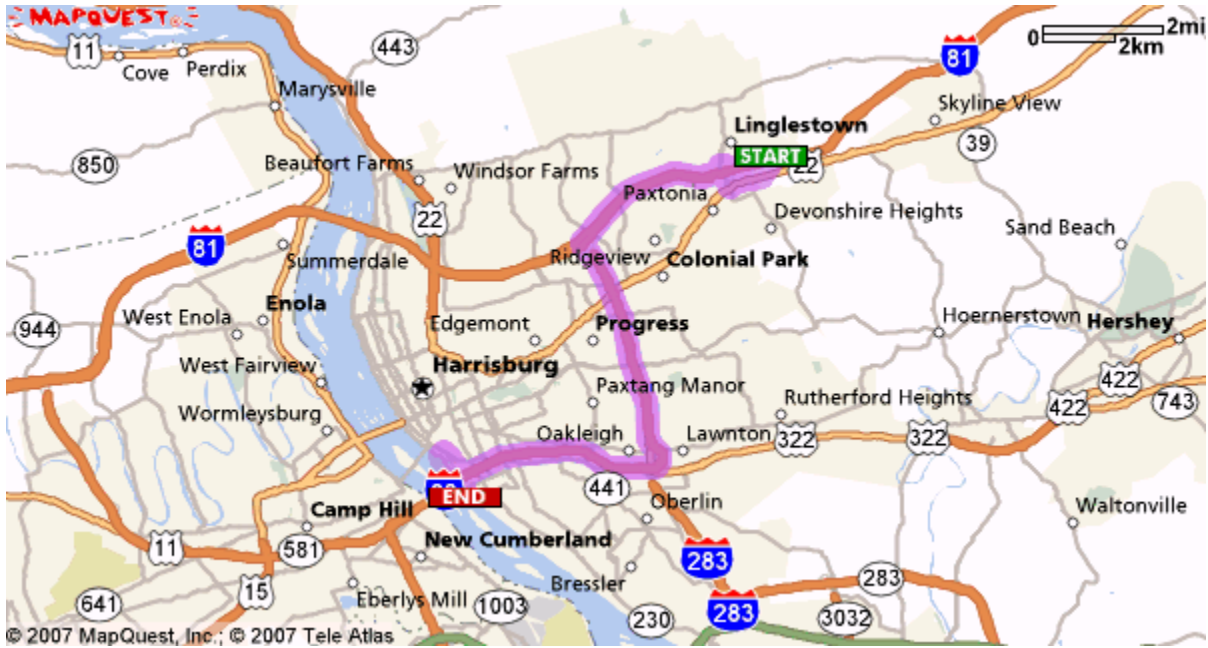


Figure 15-4 PennDOT Client Crisis Command Center

15.7.6 Directions to the PennDOT Client facility from the ACS GS PennDOT CCC

This location is a possible site for locating the SunGard recovery trailers.

- From office, go west on Flank Dr. toward Shannon Rd.
- Turn left on to Shannon Rd.
- Turn slight right onto N Mountain Rd.
- Merge onto I-81S toward Harrisburg.
- Merge onto I-83S via exit 70 on the left toward South Harrisburg / York.
- Take the 13th St exit, exit 44A toward PA-230.
- Turn slight right onto S 13th Street.
- Turn right onto Sycamore Street.
- PennDOT Client facility is located at 1101 S Front Street

15.8 Vendor Contacts

Table 15-2 PennDOT Vendor Contacts

Vendor Name	Address	Phone	Customer #	Emergency #	Service Description
ADTECH GLOBAL	1800 McFarland Road, Ste. 100 Alpharetta, GA 30005	678-679-2000	02ACS001		
Advance Laser Printer					
Anixter Inc.	P.O. Box 847428 Dallas, TX 75284	872-353-7000	224752		ID Badge Cards
AT&T	P.O. Box 9001389 Louisville, KY 40290	800-222-3000	144012-9919934		Telephones
AT&T	P.O. Box 9001389 Louisville, KY 40290	800-222-3000	144012-9979460		Telephones
AT&T (One Net Service)	P.O. Box 78214 Phoenix, AZ 85062	800-251-0103	1000-748-9866		
AT&T (One Net Service)	P.O. Box 78214 Phoenix, AZ 85062	800-251-0103	1000-970-3033		
AT&T (Tarrytown)	P.O. Box 78225 Phoenix, AZ 85062	800-251-0103	800-207-3458		
Avaya, Inc.	P.O. Box 5125 Carol Stream, IL 60197	800-328-7833	0102218653		
CDW Computers	P.O. Box 75723 Chicago, IL 60675	847-968-9858	4048078		IT: Robohelp
Control Services and Engineering Co. – Deanna Benner	330 Second St. New Cumberland, PA 17070	717-774-2222	ACS-PennDOT		LAN room HVAC Maintenance
Corporate Gateway (CRM)	6360 Flank Drive Ste. 1100 Harrisburg, PA 17112	717-671-9440	8280	717-518-0042	Property Management
Corporate Telecom Solutions	P.O. Box 855 Spring House, PA 19477	215-793-4880	060004-001		National Directory Assistance
De Lage Landen	P.O. Box 41601 Philadelphia, PA 19101	800-743-0189	533140		Copier maintenance agreements (2)
Dr. Dessert Vending	736 S 25 th St. Harrisburg, PA 17111	717-564-8305		717-554-2222	Break Room Vending Equipment
GR Sponaugle Service	P.O. Box 4089 4391 Chambers Hill Rd. Harrisburg, PA 17111	717-703-3259	ACS001		Liebert HVAC System Repair (LAN)
High Point Solutions	5 Gail Court	973-940-0040	ACS01		Cisco Equipment Maintenance

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Vendor Name	Address	Phone	Customer #	Emergency #	Service Description
	Sparta, NJ 07871				
Intelemedia Communications Inc. – Garrett Hudson	1255 W. 15 th Street, Suite 700 Plano, TX 75075	972-498-9864	ACS/PennDOT	800-900-9840	IVR Vendor
Iron Mountain Information Management, Inc.	36 Great Valley Pkwy. Malvem, PA 19355				Off-site data storage back-up
JK Moving & Storage	44112 Mercure Circle Sterling, VA 20166	703-260-4282			Office Move
Language Select	7590 North Glenoaks Blvd., Suite 100 Los Angeles, CA 91504	800-200-7076	863471		Translation Services
Lantana Communications	1700 Tech Centre Pkwy. Ste. 100 Arlington, TX 76014	817-806-3300			Communication Equipment
Liebert Global Services	P.O. Box 70474 Chicago, IL 60673				Preventative Maintenance Service
Neopost Leasing	CMRS-POC P.O. Box 7247-0255 Philadelphia, PA 19170				Postage equipment lease
PennDOT Driver & Vehicle Services, Customer Care Center – Lori Beachell	1100 S. Front St. Harrisburg, PA 17104	717-705-0982		717-574-6039	Client Program Manager; Lbeachell@state.pa.us
Perfection Cleaning Services	P.O. Box 61086 Harrisburg, PA 17106	717-545-3333			Cleaning Service 260 days
PP&L Utilities	2 North 9 th St. RPC-GENNI Allentown, PA 18101		36490-58063 36290-58058	717-460-3409	Electric Deposit
Select Security	150 North Queen Street Ste. 200 Harrisburg, PA 17608				Monitored Access Point Alarm
Select Security	150 North Queen Street Ste. 200 Lancaster PA 17608	717-481-7400	2258		Building Security
Software Spectrum Inc.	P.O. Box 848264 Dallas, TX 75284	800-624-0503	1300891		Software Supplies
Spherion	1111 W. Mockingbird Lane Dallas, TX 75247	214-252-2277			Staffing support
Superior Staffing		610-941-9350			
UGI					Gas
United Parcel Service	Lockbox 577 Carl Stream, IL 60132		1F4550		Express Carrier Service

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Vendor Name	Address	Phone	Customer #	Emergency #	Service Description
Verizon					Communication Services

15.9 Disaster Assessment Checklist

Table 15-3 Disaster Assessment Checklist

Assessment conducted by:	Date/Time:	
	Yes/No	Notes
Employee Safety		
Any worker injuries?		
How serious?		
Anyone hospitalized?		
Building Condition		
Are streets accessible?		
Is building accessible?		
All entrances accessible?		
Any safety concerns?		
Is building habitable?		
Utilities		
Is power on in the building?		
Is power on in the site?		
If not, is there partial power? Where?		
Any exposed electrical lines?		
Are there electric lights on?		
Is there water in the building?		
Is HVAC system on in building?		
HVAC on in site?		
HVAC on in Server Room?		
Is there sewer service?		
Are restrooms available?		
Physical Site		
Is site accessible?		
Both entrances?		
Do elevators work?		
Detail exactly what areas are affected physically. Take photos and/or voice recordings during a walk thru. Note such items as water/smoke/fire damage. Items such as hanging wires, ceiling tiles, wall problems, broken glass from terrace windows, dripping water, exposed structure, unsafe doorways, upended or turned over furniture, initial indication of equipment status. Be very diligent to gather as much information on problems/potential hazards that may affect decisions of location and or relocation.		
	Yes/No	Notes
Basement storage room		
Is it accessible?		
Is freight elevator working?		
Any inventory damage?		
If yes, is inventory salvageable?		
Server Room		
Are servers up and running?		
If not all, which ones are on?		
Any UPS power units running?		
Are the routers working? Do the lights indicate any activity?		

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Is Server Room usable?		
Telecommunications		
Any problem with punch board?		
Are ACD lines up and running?		
Is T-1 useable?		
Both inbound/outbound lines on?		
Are emergency phones working?		
Site Facility Floor		
Are cubicles/desks usable?		
Any water/smoke/fire damage? If so, where?		
Are file cabinets damaged?		
Are any paper files damaged or destroyed?		
Mailroom		
Is mailroom intact? Usable?		
Any/all/some equipment usable?		
Has any mail/case files/manual records been damaged/ destroyed?		
File Room		
Note if any damage to records		
Managers Offices		
List which are usable		
Break & Conference Room		
Is kitchen usable?		
Annex Conference Room usable?		
Other notes:		

15.10 Disruption of Services Checklist

Table 15-4 Disruption of Service Checklist

<input type="checkbox"/> Notification of incident Business Continuity Coordinator (refer to Plan Section 4) performs the following: <ul style="list-style-type: none"> ○ Notify site management (refer to Plan Section 15.5: PennDOT Alertcast Emergency Notification List) ○ Notify ITO CAS Business Continuity Team (refer to Plan Section 15.5: PennDOT Alertcast Emergency Notification List) ○ Notify ACS Shared Services Help Desk 	
<input type="checkbox"/> Can disruption be corrected within the Recovery Time Objective? <ul style="list-style-type: none"> ○ Determine risk level (refer to Plan Table 3-4) 	
○ IF NO:	○ IF YES:
<input type="checkbox"/> Is building evacuation necessary? <ul style="list-style-type: none"> ○ Are ALL employees accounted for ○ Are there any medical injuries? 	Follow local site recovery procedures; no disaster declaration required
<input type="checkbox"/> IMT activated based on incident circumstances <ul style="list-style-type: none"> ○ Notify GSG Communications & Public Relations and GSG Human Resources for assistance 	IMT activated based on incident circumstances
<input type="checkbox"/> Initial damage assessment conducted (refer to Plan Sections 7.1, 7.2 & 15.9)	IMT meets at designated command center (Refer to Plan Section 6.1: Site-Specific Crisis Command Center)
<input type="checkbox"/> Determine level of plan activation	Determine level of plan activation
<input type="checkbox"/> Program Manager notifies client of situation and action to be taken	Program Manager notifies client of situation and action to be taken
<input type="checkbox"/> Notify critical vendor of situation (refer to Plan Section 15.7: Vender Contacts)	Primary Site returns to normal production operations
<input type="checkbox"/> Notify staff of situation and decision to relocate (refer to Plan Section 15.3.1: DR Voice Mailbox Instructions)	
<input type="checkbox"/> Meet with recovery facility staff to review situation and recovery tasks	
<input type="checkbox"/> Notify offsite storage facility to deliver offsite backups and materials to recovery site. (refer to Plan Sections 11.1 Offsite Storage Facility & 11.2: Offsite Storage Materials)	
<input type="checkbox"/> Arrange for travel arrangements for recovery teams. (Refer to Plan Section 7.6.12: Transportation).	
<input type="checkbox"/> Provide GSG Executive Management and client with situation update	
<input type="checkbox"/> Third party vendor prepares recovery facility for ACS	
<input type="checkbox"/> Recovery teams and necessary staff relocate to recovery facility	
<input type="checkbox"/> Establish command center at recovery facility (Refer to Plan Section 6: Crisis Command Center)	
<input type="checkbox"/> Meet with recovery teams on approved strategies and recovery time expectations	
<input type="checkbox"/> Recovery preparations performed at recovery facility <ul style="list-style-type: none"> ○ Recover/restore/implement voice communications ○ Recover/restore/implement data connectivity ○ Recover/restore/implement application access 	
<input type="checkbox"/> Monitor recovery; Provide GSG Executive Management and client updates at least every 3-4 hours.	

15.11 Business Resumption Safety Checklist

The American Society of Safety Engineers' (www.asse.org) disaster safety checklist assists in providing items that need to be considered before, during and after a disaster.

- **STRUCTURAL SECURITY:** Have the structural integrity of the building or facility validated by qualified professionals before anyone enters the facility.
- **SAFE ENTRY:** Contact the proper government agencies to get approval to resume occupancy of the building. Do not enter a facility or building unless the proper clearances have been attained.
- **CLEAN-UP SAFETY:** Implement clean-up and business resumption processes in a safe and healthful manner. Nothing will be accomplished if employees are injured or killed during the post-disaster phase-in period. Provide training in proper selection and use of Personal Protective Equipment (PPE) for employees such as eyewear, gloves, and dust masks/respirators for cleaning, and where appropriate in other operations.
- **AIR QUALITY ASSESSMENT:** Make sure the atmosphere in the workplace environment is tested for asbestos and other chemical/toxic agents. Air quality is an issue businesses may wish to pay careful attention to when restarting business operations.
- **VENTILATION:** Have vents checked to assure that water heaters and gas furnaces are clear and operable. Dust and debris can stop or impede airflow decreasing its quality and healthfulness. Safely start-up heating, ventilation and air conditioning (HVAC) systems, which includes prior inspection of lines before energizing and pressurizing of the systems. Test ventilation systems now after inspection or have a qualified specialist do so. Blow cold air through HVAC systems first, as opposed to warm air, as it will help prevent the growth of mold in duct systems.
- **INTERIOR, EXTERIOR EXPOSURES:** For interior spaces, ensure no wall or ceiling materials are in danger of falling. If such exposures do exist, the work environment is not ready for occupancy. Check for cracked windows and outside building materials, as these could fall onto pedestrians at any time -- now and in the future.
- **PROTECTION EQUIPMENT:** For fire and smoke alarms it is important to assure that these have been cleaned and tested before allowing occupancy of the building. If such systems are wired into other systems ensure that they are still compatible and work in an efficient and effective manner. Thorough inspection of fire-fighting systems such as sprinkler and chemical equipment functions is a must do item.
- **ELECTRICAL SAFETY:** Have checks made of electrical systems, computer cables and telecommunications' equipment to ensure that they are still safe and there is no danger of exposure to electricity. Wiring inspections should be conducted from the outside in to ensure all wiring and connections are not in danger of shorting out due to water damage from rain or fire-fighting efforts.
- **USE EXISTING FEDERAL GUIDELINES:** Utilize existing start-up guidance materials provided by government agencies such as the Federal Emergency Management Agency (FEMA), <http://www.fema.gov> and the National Institute for Occupational Safety and Health (NIOSH), <http://www.cdc.gov/niosh>.

- **HEALTH/SANITATION ISSUES:** The general facility sanitation systems with the facility should be inspected and tested to guard against potential employee exposure to toxic agents. Food sanitation should also be an issue. Any unused foodstuffs should be discarded. If the workspace has a kitchen, inspect oven hoods and other ventilation devices to ensure they are not clogged and are working efficiently.
- **OFFICE FURNITURE:** Inspect the furniture to ensure it can withstand expected loads and usages. Ensure that binder bins (storage devices screwed or bolted to railing systems on walls and panels) have not become unstable due to water damage or shaking due to explosions. Inspect office equipment to ensure it is level, stable, and cannot tip over.
- **LIGHTING:** Make sure there are adequate illumination levels for employees. Emergency lighting should be checked to ensure it operates and functions in the correct manner.
- **EMERGENCY PLANNING:** Ensure that there is a clear path of egress for the emergency evacuation of employees that the fire extinguishers are still operable and that checks for damage and serviceability are made to see if any fire extinguishers' facilities were used during the disaster. If damage is found, they should be replaced immediately.
- **SOLID/HAZARDOUS WASTE REMOVAL:** Broken glass, debris, or other materials with cutting edges should be safely gathered and disposed of immediately. Ensure that such materials can be disposed of before collection to avoid creating even bigger hazards for both employees and the public. Solid waste disposal will be an issue, especially if hazardous waste is involved. Evaluate waste disposal issues prior to beginning clean-up operations to ensure it can be properly disposed of. ASSE's free 'Hazardous Materials Safety Information Guide' has key information and is available by contacting customerservice@asse.org.
- **POWER CHECKS:** If there is no access to electricity on the site, do not use fueled generators or heaters indoors. Ensure that there are no gas and sewer leaks in the facility. Check with local utilities for information regarding power, gas, water, and sewer usage.
- **CHECK MAINFRAMES:** If the facility has mainframe computer applications - see that lines and cabling for chiller systems are checked to avoid chemical leak out.
- **EMERGENCY PROCEDURES:** Create a new emergency plan and distribute it to employees as soon as they return to work. In case of emergency, designate a place for employees to gather once out of the building or a phone number they should call following the emergency so that all can be accounted for. Frequently update the emergency contact list of names and phone numbers.
- **MACHINE INSPECTIONS:** Inspect the condition of drain, fill, plumbing, and hydraulic lines on processes and machines. It would be prudent to have plumbing lines evaluated and tested in order to detect any hazardous gases.
- **SURFACES:** Make sure flooring surfaces are acceptable and free from possible slips, trips and falls - the second leading cause of on-the-job deaths in the U.S. ANSI standard A1264 - protection of floor and wall openings is a good starting point.

15.12 Worker Safety after a Flood

The following was copied from the CDC Emergency Preparedness & Response web site:

The danger of a flood does not end when the rains cease. Cleanup crews must work together and look out for one another to ensure safety.

First aid, even for minor cuts and burns, is very important during flood cleanup. Immediately clean out all open wounds and cuts with soap and clean water. Most cuts, except minor scratches, will require treatment to prevent tetanus. Talk to a doctor to find out what treatment is necessary.

For most work in flooded areas, workers will need hard hats, goggles, heavy work gloves, and watertight boots with steel toe and insole (not just steel shank).

Excessive noise from equipment such as chain saws, backhoes, tractors, pavement breakers, blowers, and dryers may cause ringing in the ears and subsequent hearing damage. As a precaution, wear earplugs or other hearing protection devices.

For more information call 888-246-2675 or see NIOSH's Storm and Flood Cleanup site at www.cdc.gov/niosh/topics/flood. For more information, visit www.bt.cdc.gov or call CDC at 800-CDC-INFO (English and Spanish) or 888-232-6348 (TTY).

15.13 Pandemic Flu Planning Recommendations

In the event of pandemic influenza in the workplace, pre-planning for protecting employee's health and safety as well as limiting the negative impact on production operations is imperative. ACS has developed Pandemic Materials for ACS Site Management to refer to in the event of a pandemic outbreak in the workplace. Managers should reference *The Pandemic Guide for Managers* brochure for guidelines and recommendations in dealing with a pandemic outbreak. ACS's Corporate Security and Safety Team, Corporate Human Resources Team, and Corporate Marketing developed a Pandemic 6 Tier Response Guidelines Matrix for ACS Site Management to follow in the event of a pandemic influenza outbreak in the workplace. This matrix is also located in ACS's InfoBank under the My ACS HR Quicklinks link (<https://infobank.acs-inc.com>).

Other pandemic preparedness information for employees includes *The Pandemic Guide for Employees* and *Tri-Fold Pandemic Brochures*. These brochures are located in ACS's InfoBank under the My ACS HR Quicklinks link (<https://infobank.acs-inc.com>).

Further information on preparing for pandemic flu can be found at the following web sites:

- www.pandemicflu.gov
- www.cdc.gov/business

15.13.1 Federal Government Pandemic Flu Response Stages

PANDEMIC INFLUENZA			
WHO Global Pandemic Phases and the Stages for Federal Government Response			
WHO Phases		Federal Government Response Stages	
INTER-PANDEMIC PERIOD			
1	No new influenza virus subtypes have been detected in humans. An influenza virus subtype that has caused human infection may be present in animals. If present in animals, the risk of human disease is considered to be low.	0	New domestic animal outbreak in at-risk country
2	No new influenza virus subtypes have been detected in humans. However, a circulating animal influenza virus subtype poses a substantial risk of human disease.		
PANDEMIC ALERT PERIOD			
3	Human infection(s) with a new subtype, but no human-to-human spread, or at most rare instances of spread to a close contact.	0	New domestic animal outbreak in at-risk country
		1	Suspected human outbreak overseas
4	Small cluster(s) with limited human-to-human transmission but spread is highly localized, suggesting that the virus is not well adapted to humans.	2	Confirmed human outbreak overseas
5	Larger cluster(s) but human-to-human spread still localized, suggesting that the virus is becoming increasingly better adapted to humans, but may not yet be fully transmissible (substantial pandemic risk).		
PANDEMIC PERIOD			
6	Pandemic phase: increased and sustained transmission in general population.	3	Widespread human outbreaks in multiple locations overseas
		4	First human case in North America
		5	Spread throughout United States
		6	Recovery and preparation for subsequent waves

Figure 15-5 Federal Government Pandemic Flu Response Stages



Figure 15-6 Stages 0-2 of Federal Government Response



Figure 15-7 Stages 3-6 of Federal Government Response

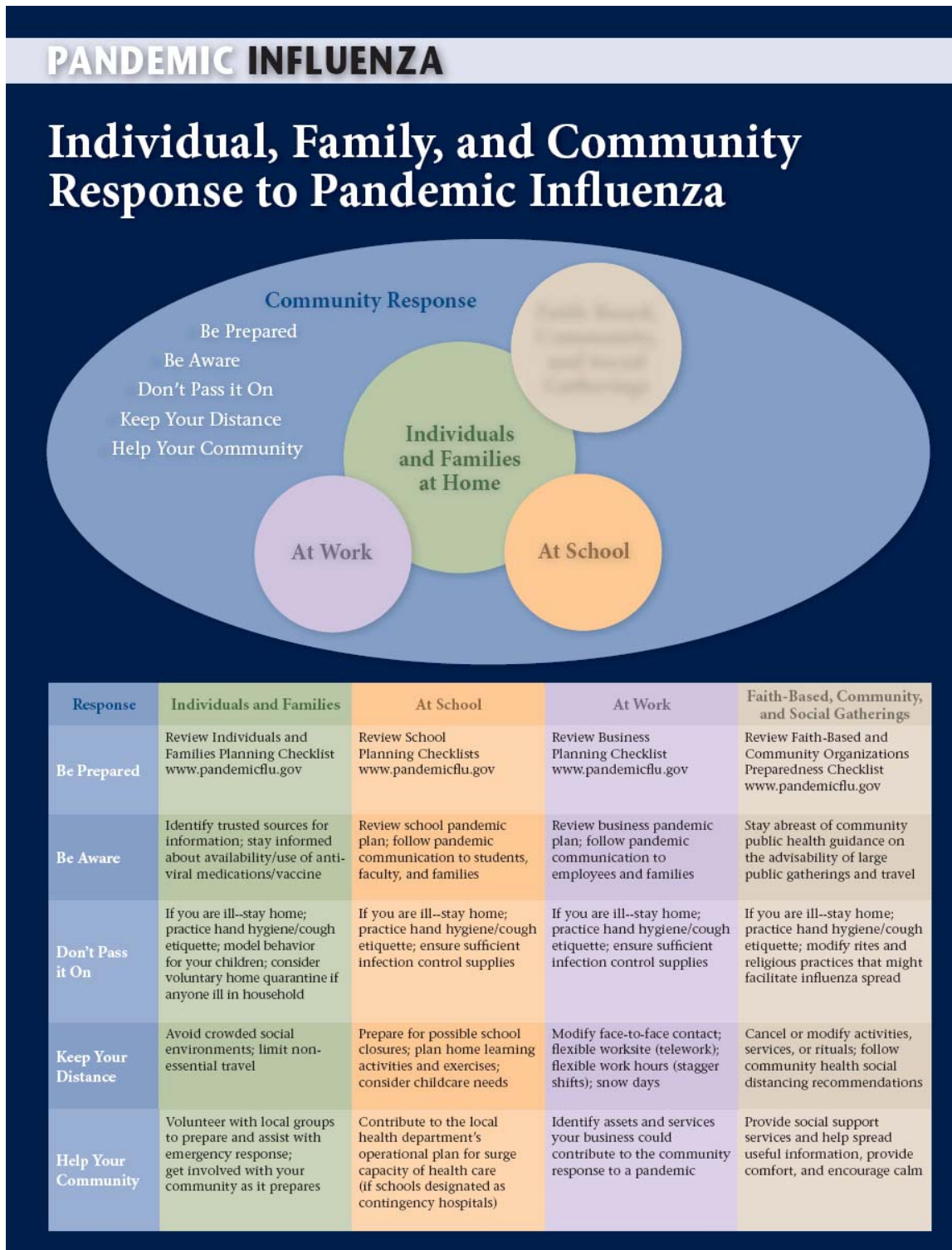


Figure 15-8 Individual, Family, & Community Response

15.14 Associated Documents

The following documents provide support to the users of this plan. Those that have a strike through include proprietary corporate or sensitive information and cannot be share with non-ACS people.

- PennDOT CCC-Harrisburg, PA Security Procedures Manual.doc
- EAP (Emergency Action Plan)-PennDOT CCC Harrisburg.doc
- ~~Employee Emergency Contact List 200701.xls~~
- ~~PennDOT Alertcast Instructions.pdf~~
- Diagram of Suggested Location of SunGard Trailers
- Live Vault Installation and Setup Process.doc
- How to Backup Files to Live Vault.pdf
- How to Restore Files from Live Vault.pdf
- Intelmedia Disaster Recovery Plan for Client Use.pdf

APPENDIX D. CALL CENTER FACILITY PICTURES



010.WMVCC

Exhibit D-1. Facility Location



011.WMVCC

Exhibit D-2. Facility Entrance



012.WMVCC

Exhibit D-3. Facility Conference Room



013.WMVCC

Exhibit D-4. Facility Lobby

CONTINUATION
CERTIFICATE

FEDERAL INSURANCE COMPANY

, Surety upon

a certain Bond No. 81558788

dated effective 10/03/2005
(MONTH-DAY-YEAR)

on behalf of ACS STATE & LOCAL SOLUTIONS, INC.
(PRINCIPAL)

and in favor of PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 10/3/2009
(MONTH-DAY-YEAR)

and ending on 10/3/2010
(MONTH-DAY-YEAR)

Amount of bond \$4,000,000.00

Description of bond Driver and Vehicle Services Customer Care Center
Contract #354R24

Premium: \$ 28,000.00

*Mailed to
C. Sledge
on 11/10.*

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on 10/16/2009
(MONTH-DAY-YEAR)

FEDERAL INSURANCE COMPANY
By *Lisa A. Ward*
ATTORNEY-IN-FACT Lisa A. Ward



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

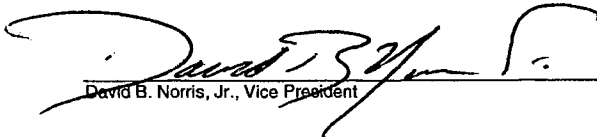
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Margaret Buboltz, William N. Burke, U. Theresa Gardner, Michael J. Herrod, Kathleen M. Meeks, Wendy W. Stuckey, Nancy A. Thomas, Lupe Tyler and Lisa A. Ward of Houston Texas-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 25th day of August, 2008.


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset

ss.

On this **25th** day of **August, 2008**

before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal

**KATHERINE KALBACHER
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 8, 2009**


Notary Public



CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

16th day of October, 2009.




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

Bond Number: 81558788

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, ACS State & Local Solutions, Inc., (hereinafter called the Principal), as Principal, and Federal Insurance Company, duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto Pennsylvania Department of Transportation, Bureau of Office Services, Commonwealth Keystone Bldg., 400 North St., Harrisburg, PA 17104-2516, (hereinafter called the Oblige), in the sum of Four Million and 00/100(\$4,000,000.00) Dollars, for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, said Principal has entered into a written Contract with said Oblige, dated October 3, 2005, for Driver and Vehicle Services Customer Care Center - Contract #354R24., in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, or shall pay over, make good and reimburse to the above named Oblige, all loss and damage which said Oblige may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

FURTHERMORE, Notwithstanding the provisions of the Contract, the term of this bond shall apply from October 3, 2005 until October 3, 2006, and may be extended by the Surety by Continuation Certificate. However, neither non-renewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of non-renewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto. In no event shall Surety's aggregate liability exceed the penal sum of this bond.

NO SUIT, ACTION OR PROCEEDING by the Oblige to recover on this bond shall be sustained unless the same be commenced within two (2) years following the date on which Principal ceased work on said Contract.

Signed and sealed this 10th day of October, 2005.

ACS State & Local Solutions, Inc.
Principal

By: Richard Russin
RICHARD RUSSIN, SR VP

Federal Insurance Company
Surety

By: Lisa A. Ward
Lisa A. Ward, Attorney-in-Fact



POWER OF ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn.: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Judy Etheredge, Lupe Tamayo, Michael J. Herrod, Wendy W. Stuckey, Karen M. Kellner and Lisa A. Ward of Houston, Texas-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 28th day of December, 2001

Kenneth C. Wendel, Assistant Secretary

Frank E. Robertson, Vice President

STATE OF NEW JERSEY }
County of Somerset } ss.

On this 28th day of December, 2001, before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with Frank E. Robertson, and knows him to be Vice President of said Companies; and that the signature of Frank E. Robertson, subscribed to said Power of Attorney is in the genuine handwriting of Frank E. Robertson, and was thereto subscribed by authority of said By-Laws and in deponent's presence.



Karen A. Price
Notary Public State of New Jersey
No. 2231647
Commission Expires Oct. 28, 2004

Notary Public

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U. S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U. S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 10th day of October 2005



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3485 Fax (908) 903-3656 e-mail: surety@chubb.com

This Notice pertains to the following Surety Bond issued by a member insurer of the Chubb Group of Insurance Companies, including Federal Insurance Company, Vigilant Insurance Company and Pacific Indemnity Company.

Bond Number: 81558788

POLICYHOLDER DISCLOSURE NOTICE
TERRORISM RISK INSURANCE ACT OF 2002

You are hereby notified that pursuant to the Terrorism Risk Insurance Act of 2002 (the "Act") effective November 26, 2002, we are making available to you coverage for losses arising out of certain acts of international terrorism. Terrorism is defined as any act certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Coverage for acts of terrorism is already included in the captioned Surety Bond.

You should know that, effective November 26, 2002, any losses caused by acts of terrorism covered by your Surety Bond will be partially reimbursed by the United States under the formula set forth in the Act. Under this formula, the United States of America pays 90% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the coverage. The portion of your premium that is attributable to coverage for such acts of terrorism is zero, because we could not distinguish (and separately charge for) acts of terrorism from other causes of loss when we calculated your premium.

If you have any questions about this notice, please contact your agent or broker.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/30/2010

PRODUCER
Marsh USA, Inc.
1166 Avenue of the Americas
New York, NY 10036
Attn: ACS.CertRequest@Marsh.com

303099-GOVT-CAS-10-11

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
ACS State & Local Solutions, Inc.
Affiliated Computer Services, Inc.
2828 N. Haskell Ave
Dallas, TX 75204

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: N/A	N/A
INSURER C: Indemnity Ins Co Of North America	43575
INSURER D: N/A	N/A
INSURER E:	

COVERAGES

2

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	[REDACTED]	02/05/2010	01/01/2011	EACH OCCURRENCE \$ 1,750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ N/A MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,750,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED "EXCESS OF A \$250,000 EACH OCC. SELF-INSURED"
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	[REDACTED]	02/05/2010 02/05/2010 02/05/2010	01/01/2011 01/01/2011 01/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: Contract #: 354R24. Customer Care Center. Commonwealth of Pennsylvania is included as additional insured on GL where required by written contract.

CERTIFICATE HOLDER NYC-004174618-03

CANCELLATION

Commonwealth of Pennsylvania
Department of Transportation
Attn: James R. McBride
400 North Street, 5th Floor
Harrisburg, PA 17120-0041

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Lauren Giagrande

Lauren Giagrande

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CONTINUATION
CERTIFICATE

FEDERAL INSURANCE COMPANY

, Surety upon

a certain Bond No. 81558788

dated effective 10/03/2005
(MONTH-DAY-YEAR)

on behalf of ACS STATE & LOCAL SOLUTIONS, INC.
, NJ,
(PRINCIPAL)

and in favor of PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
Commonwealth Keystone Bldg., Harrisburg, PA, 17104-2516
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 10/3/2010
(MONTH-DAY-YEAR)

and ending on 10/3/2011
(MONTH-DAY-YEAR)

Amount of bond \$4,000,000.00

Description of bond Driver and Vehicle Services Customer Care Center
Contract #354R24

Premium: \$ 20,000.00

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on 10/6/2010
(MONTH-DAY-YEAR)

FEDERAL INSURANCE COMPANY

By *Lisa A Ward*

ATTORNEY-IN-FACT Lisa A. Ward



Chubb Surety

POWER OF ATTORNEY

Federal Insurance Company Vigilant Insurance Company Pacific Indemnity Company

Attn: Surety Department 15 Mountain View Road Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Margaret Buboltz, William N. Burke, U. Theresa Gardner, Michael J. Herrod, Kathleen M. Meeks, Wendy W. Stuckey, Nancy A. Thomas, Lupe Tyler and Lisa A. Ward of Houston Texas

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 25th day of August, 2008.

Signature of Kenneth C. Wendel, Assistant Secretary

Signature of David B. Norris, Jr., Vice President

STATE OF NEW JERSEY County of Somerset ss.

On this 25th day of August, 2008

before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



KATHERINE KALBACHER NOTARY PUBLIC OF NEW JERSEY No. 2316685 Commission Expires July 8, 2009

Signature of Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands; and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

6th day of October, 2010.



Signature of Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com