FULLY EXECUTED - CHANGE 4
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 01/31/2024
Valid From: 07/01/2016 To: 06/30/2025

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

Your SAP Vendor Number with us: 211326

Supplier Name/Address:
GENESYS CLOUD SERVICES INC
1302 EL CAMINO REAL STE 300
MENLO PARK   CA   94025-0000   US

Supplier Phone Number: 917-912-5680

Purchasing Agent
Name: Wisniewski Jessica
Phone: 717-265-8863
Fax: 717-783-6241

Please Deliver To:

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

Contract Name:
Enterprise Contact Center Services

Payment Terms
NET 45 DAYS

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
	*** Validity Period Changed ***					
1	Implementation Engineer Services	0.000	Hour	175.00	1	0.00

Item Text
Services Rate - Implementation Engineer Services

	*** Validity Period Changed ***					
2	Program Manager Services	0.000	Hour	175.00	1	0.00

Item Text
Services Rate - Program Manager Services

	*** Validity Period Changed ***					
3	Project Coordination Services	0.000	Hour	175.00	1	0.00

Information:

Supplier's Signature _____

Printed Name _____

Title _____

Date _____

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Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total

Item Text
Services Rate - Project Coordination Services

*** Validity Period Changed ***

| 4 Project Engineer Services | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Services Rate - Project Engineer Services

*** Validity Period Changed ***

| 5 Project Manager Services | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Services Rate - Project Manager Services

*** Validity Period Changed ***

| 6 Labor Rate | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Services Rate - Labor Rate

*** Validity Period Changed ***

| 7 Agent w/support | 0.000 | Each | 74.00 | 1 | 0.00 |

Valid from 05/09/2016 to 03/29/2021
Price(Contract/Bid)   94.00 USD   1 EA
Valid from 03/30/2021 to 12/31/9999
Price(Contract/Bid)   74.00 USD   1 EA

Item Text
Cost with Administrative Support - Agent

*** Validity Period Changed ***

| 8 Supervisor w/support | 0.000 | Each | 64.00 | 1 | 0.00 |

Item Text
Cost with Administrative Support - Supervisor

*** Validity Period Changed ***

| 9 Toll Free Calling w/support | 0.000 | Each | 1.80 | 100 | 0.00 |

Item Text
Cost with Administrative Support - Toll Free Calling

Information:

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Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	*** Validity Period Changed ***					
10	Local Call w/support	0.000	Each	1.10	100	0.00

Item Text
Cost with Administrative Support - Local Call

	*** Validity Period Changed ***					
11	Outbound Calling w/support	0.000	Each	0.02	1	0.00

Item Text
Cost with Administrative Support - Outbound Calling

	*** Validity Period Changed ***					
12	Port or Queue Slot w/support	0.000	Each	60.00	1	0.00

Item Text
Cost with Administrative Support - Port or Queue Slot

	*** Validity Period Changed ***					
13	Work Force Mgt w/support	0.000	Each	25.00	1	0.00

Item Text
Cost with Administrative Support - Work Force Mgt

	*** Validity Period Changed ***					
14	Call Recording w/support	0.000	Each	22.00	1	0.00

Item Text
Cost with Administrative Support - Call Recording

	*** Validity Period Changed ***					
15	Queued Call Back Agent License w/support	0.000	Each	20.00	1	0.00

Item Text
Cost with Administrative Support - Queued Call Back Agent License

----

	*** Validity Period Changed ***					
16	Queued Call Back Cloud Port w/support	0.000	Each	35.00	1	0.00

Item Text
Cost with Administrative Support - Queued Call Back Cloud Port

----

*** Validity Period Changed ***

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Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
17	SMS messaging rate w/support	0.000	Each	0.04	1	0.00

Item Text
Cost with Administrative Support - SMS messaging rate

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
18	Agent w/osupport	0.000	Each	78.00	1	0.00

Item Text
Cost without Administrative Support - Agent

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
19	Supervisor w/osupport	0.000	Each	57.00	1	0.00

Item Text
Cost without Administrative Support - Supervisor

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
20	Toll Free Calling w/osupport	0.000	Each	1.80	100	0.00

Item Text
Cost without Administrative Support - Toll Free Calling

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
21	Local Call w/osupport	0.000	Each	1.10	100	0.00

Item Text
Cost without Administrative Support - Local Call

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
22	Outbound Calling w/osupport	0.000	Each	0.02	1	0.00

Item Text
Cost without Administrative Support - Outbound Calling

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
23	Port or Queue Slot w/osupport	0.000	Each	52.00	1	0.00

Item Text
Cost without Administrative Support - Port or Queue Slot

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
24	Work Force Mgt w/osupport	0.000	Each	22.00	1	0.00

Information:

Supplier Name:

GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total

Item Text

Cost without Administrative Support - Work Force Mgt

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
25	Call Recording w/osupport	0.000	Each	17.00	1	0.00

Item Text

Cost without Administrative Support - Call Recording

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
26	Queued Call Back Agent Licensew/osupport	0.000	Each	15.00	1	0.00

Item Text

Cost without Administrative Support - Queued Call Back Agent License

----

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
27	Queued Call Back Cloud Port w/osupport	0.000	Each	30.00	1	0.00

Item Text

Cost without Administrative Support - Queued Call Back Cloud Port

----

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
28	SMS messaging rate w/osupport	0.000	Each	0.04	1	0.00

Item Text

Cost without Administrative Support - SMS messaging rate

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
29	Implementation Engineer Services SSO	0.000	Hour	175.00	1	0.00

Item Text

Single Sign On Setup Per Contact Center - Implementation Engineer Services

----

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
30	Program Manager Services SSO	0.000	Hour	175.00	1	0.00

Item Text

Single Sign On Setup Per Contact Center - Program Manager Services

----

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
31	Project Coordination Services SSO	0.000	Hour	175.00	1	0.00

Item Text

Single Sign On Setup Per Contact Center - Project Coordination Services

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GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total

*** Validity Period Changed ***

| 32 | Project Engineer Services SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Single Sign On Setup Per Contact Center - Project Engineer Services

---

*** Validity Period Changed ***

| 33 | Project Manager Services SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Single Sign On Setup Per Contact Center - Project Manager Services

---

*** Validity Period Changed ***

| 34 | Labor Rate SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Single Sign On Setup Per Contact Center - Labor Rate

*** Validity Period Changed ***

| 35 | Implementation Engineer Services ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Alternative Call Treatment Per Contact Center - Implementation Engineer Services

---

*** Validity Period Changed ***

| 36 | Program Manager Services ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Alternative Call Treatment Per Contact Center - Program Manager Services

---

*** Validity Period Changed ***

| 37 | Project Coordination Services ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Alternative Call Treatment Per Contact Center - Project Coordination Services

---

*** Validity Period Changed ***

| 38 | Project Engineer Services ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Alternative Call Treatment Per Contact Center - Project Engineer Services

---

*** Validity Period Changed ***

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Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
39	Project Manager Services ACT	0.000	Hour	175.00	1	0.00

Item Text
Alternative Call Treatment Per Contact Center - Project Manager Services

----
*** Validity Period Changed ***

| 40 | Labor Rate ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Alternative Call Treatment Per Contact Center - Labor Rate

*** Validity Period Changed ***

| 41 | Implementation Engineer Services PD | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Predictive Dialing Per Contact Center - Implementation Engineer Services

----
*** Validity Period Changed ***

| 42 | Program Manager Services PD | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Predictive Dialing Per Contact Center - Program Manager Services

----
*** Validity Period Changed ***

| 43 | Project Coordination Services PD | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Predictive Dialing Per Contact Center - Project Coordination Services

----
*** Validity Period Changed ***

| 44 | Project Engineer Services PD | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Predictive Dialing Per Contact Center - Project Engineer Services

----
*** Validity Period Changed ***

| 45 | Project Manager Services PD | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Predictive Dialing Per Contact Center - Project Manager Services

----
*** Validity Period Changed ***

| 46 | Labor Rate PD | 0.000 | Hour | 175.00 | 1 | 0.00 |

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total

Item Text
Predictive Dialing Per Contact Center - Labor Rate

*** Validity Period Changed ***

| 47 | Professional Services | 0.000 | Each | 1,084,815.00 | 1 | 0.00 |

Valid from 10/25/2016 to 05/07/2017
Price(Contract/Bid)   1,084,815.00 USD   1 EA

Valid from 05/08/2017 to 05/09/2017
Price(Contract/Bid)   0.00 USD   1 EA

Valid from 05/10/2017 to 12/31/9999
Price(Contract/Bid)   1,084,815.00 USD   1 EA

*** Validity Period Changed ***

| 48 | Cloud IVR Survey - Voice - w/support | 0.000 | Each | 20.00 | 1 | 0.00 |

*** Validity Period Changed ***

| 49 | Premier IVR Minute - w/support | 1.000 | Each | 0.06 | 1 | 0.06 |

*** Validity Period Changed ***

| 50 | Group Voicemail - w/support | 1.000 | Each | 12.00 | 1 | 12.00 |

*** Validity Period Changed ***

| 51 | Individual Voicemail - w/support | 0.000 | Each | 12.00 | 1 | 0.00 |

*** Validity Period Changed ***

| 52 | Genesys University Train & Enablement - | 13,746.000 | Each | 100.00 | 1 | 1,374,600.00 |

*** Validity Period Changed ***

| 53 | Cloud Contact Center G-Plus for SFDC - w | 1.000 | Each | 20.00 | 1 | 20.00 |

*** Validity Period Changed ***

| 54 | Cloud CC Data Storage CR-SR-VM - w/suppo | 1.000 | Each | 5.00 | 1 | 5.00 |

*** Validity Period Changed ***

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
55	Cloud CC Nuance ASR - Add Language - w/s	0.000	Each	15.00	1	0.00

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
56	Cloud CC Infomart Data Export - w/suppor	1.000	Each	2,000.00	1	2,000.00

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
57	Cloud CC Text-To-Speech (TTS) Add Lang -	1.000	Each	10.00	1	10.00

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
58	Web Callback - w/support	1.000	Each	20.00	1	20.00

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
59	Cloud Contact Center QM - w/support	1.000	Each	20.00	1	20.00

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
60	Fraud Detection Phone / Voice Printing -	1.000	Each	0.25	1	0.25

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
61	Cloud IVR Survey - Voice - wo/support	0.000	Each	17.00	1	0.00

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
62	Premier IVR Minute - wo/support	1.000	Each	0.06	1	0.06

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
63	Group Voicemail - wo/support	0.000	Each	10.00	1	0.00

Item Text
Changed quantity line item 63 from 1.000 to 0.000 per agency. BB 12.18.18

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
64	Individual Voicemail - wo/support	0.000	Each	10.00	1	0.00

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
65	Genesys University Train& Enablement - w	212.000	Each	100.00	1	21,200.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	*** Validity Period Changed ***					
66	Cloud Contact Center G-Plus for SFDC - w	1.000	Each	14.00	1	14.00
	*** Validity Period Changed ***					
67	Cloud CC Data Storage CR-SR-VM - wo/supp	1.000	Each	5.00	1	5.00
	*** Validity Period Changed ***					
68	Cloud CC Nuance ASR - Add Language - wo/	1.000	Each	12.00	1	12.00
	*** Validity Period Changed ***					
69	Cloud CC Infomart Data Export - wo/suppo	1.000	Each	2,000.00	1	2,000.00
	*** Validity Period Changed ***					
70	Cloud CC Text-To-Speech (TTS) Add Lng -	1.000	Each	8.00	1	8.00
	*** Validity Period Changed ***					
71	Web Callback - wo/support	1.000	Each	14.00	1	14.00
	*** Validity Period Changed ***					
72	Cloud Contact Center QM - wo/support	1.000	Each	14.00	1	14.00
	*** Validity Period Changed ***					
73	SIP Endpoint for Agent Desktop - wo/supp	1.000	Each	0.25	1	0.25
	*** Validity Period Changed ***					
74	Fraud Detection Case Manager - w/support	1.000	Each	300,000.00	1	300,000.00
	*** Validity Period Changed ***					
75	Fraud Detection Appliance Init License -	1.000	Each	3,000.00	1	3,000.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	*** Validity Period Changed ***					
76	Fraud Detection Appliance AnnLic+Maint -	1.000	Each	4,000.00	1	4,000.00
	*** Validity Period Changed ***					
77	MPLS VRF	0.000	Each	8,592.00	1	0.00

Item Text
Private secured connection via dedicated connectivity

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	*** Validity Period Changed ***					
78	MPLS 800 Meg on 10GB Circuit	0.000	Each	14,658.86	1	0.00

Item Text
Cloud resource connectivity with burstability up to 10GB to support future needs

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	*** Validity Period Changed ***					
79	MPLS One-Time Setup Fee	0.000	Each	46,501.72	1	0.00

Item Text
One time setup fee for MPLS

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	*** Validity Period Changed ***					
80	Interaction Recording and Storage	0.000	Each	25.00	1	0.00

Item Text
Voice recording capability plus storage for 365 days for 100 percent call recording and 20 percent screen recording

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	*** Validity Period Changed ***					
81	Custom Application Support for L&I ONLY	0.000	Each	4,190.00	1	0.00
	*** Validity Period Changed ***					
82	Hosting fee for Labor and Industry ONLY	0.000	Each	2,400.00	1	0.00
	*** Validity Period Changed ***					
83	Voicebots Minutes - per 10,000 units	0.000	Each	500.00	10	0.00

Valid from 05/06/2019 to 06/09/2020
Price(Contract/Bid)   2,400.00 USD   1 EA

Information:

	Supplier Name: GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	Valid from 06/10/2020 to 12/31/9999 Price(Contract/Bid) 500.00 USD 10 EA					

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
84	Voicebots Minutes -Unlimited DLI UC Only	0.000	Each	416,667.00	1	0.00
	Valid from 05/06/2019 to 06/09/2020 Price(Contract/Bid) 2,400.00 USD 1 EA					
	Valid from 06/10/2020 to 12/31/9999 Price(Contract/Bid) 416,667.00 USD 1 EA					

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
85	Advanced Chat	0.000	Each	24.32	1	0.00
	Valid from 05/06/2019 to 06/09/2020 Price(Contract/Bid) 2,400.00 USD 1 EA					
	Valid from 06/10/2020 to 12/31/9999 Price(Contract/Bid) 24.32 USD 1 EA					

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
86	Voicebots Intxn	0.000	Each	0.38	1	0.00
	Valid from 05/06/2019 to 06/09/2020 Price(Contract/Bid) 2,400.00 USD 1 EA					
	Valid from 06/10/2020 to 12/31/9999 Price(Contract/Bid) 0.38 USD 1 EA					

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
87	Voicebots Minutes	0.000	Each	0.16	1	0.00
	Valid from 05/06/2019 to 06/09/2020 Price(Contract/Bid) 2,400.00 USD 1 EA					
	Valid from 06/10/2020 to 12/31/9999 Price(Contract/Bid) 0.16 USD 1 EA					

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
88	Chatbot	0.000	Each	0.19	1	0.00
	Valid from 05/06/2019 to 06/09/2020 Price(Contract/Bid) 2,400.00 USD 1 EA					
	Valid from 06/10/2020 to 12/31/9999 Price(Contract/Bid) 0.19 USD 1 EA					

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	*** Validity Period Changed ***					
89	Predictive Routing for Cust. Srvc	0.000	Each	0.08	1	0.00
	Valid from 05/06/2019 to 06/09/2020					
	Price(Contract/Bid) 2,400.00 USD 1 EA					
	Valid from 06/10/2020 to 12/31/9999					
	Price(Contract/Bid) 0.08 USD 1 EA					
	*** Validity Period Changed ***					
90	Agent Assist w/Google Agent Fee per Hour	0.000	Each	1.03	1	0.00
	Valid from 05/06/2019 to 06/09/2020					
	Price(Contract/Bid) 2,400.00 USD 1 EA					
	Valid from 06/10/2020 to 12/31/9999					
	Price(Contract/Bid) 1.03 USD 1 EA					
	*** Validity Period Changed ***					
91	WebRTC Internet Connection	0.000	Each	8.00	1	0.00
	*** Validity Period Changed ***					
92	TETFN Lease	0.000	Each	2.00	1	0.00
	*** Validity Period Changed ***					
93	TETFN per Message	0.000	Each	0.15	10	0.00
	*** Validity Period Changed ***					
94	MMS TETFN	0.000	Each	0.04	1	0.00
	*** Validity Period Changed ***					
95	Email Messaging	0.000	Each	0.96	100	0.00
	*** Validity Period Changed ***					
96	Email IP and Domain Name Setup Fee	0.000	Each	757.50	1	0.00
	*** Validity Period Changed ***					
97	Email IP and Domain Name (Monthly)	0.000	Each	63.13	1	0.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	*** Validity Period Changed ***					
98	Variable Rate for Custom Application Sup	0.000	Each	1.00	1	0.00
	*** Validity Period Changed ***					
99	Hosting Fee – All Agencies - LOW Annual	0.000	Each	3,350.00	1	0.00
	*** Validity Period Changed ***					
100	Hosting Fee – All Agencies – MEDIUM Annu	0.000	Each	5,350.00	1	0.00
	*** Validity Period Changed ***					
101	Hosting Fee – All Agencies - HIGH Annual	0.000	Each	9,350.00	1	0.00
	*** Validity Period Changed ***					
102	United States Short Code Set Up One Time	0.000	Each	813.00	1	0.00
	*** Validity Period Changed ***					
103	United States Free to End-User (FTEU) Se	0.000	Each	5,200.00	1	0.00
	*** Validity Period Changed ***					
104	US Short Code MMS One Time Setup	0.000	Each	625.00	1	0.00
	*** Validity Period Changed ***					
105	United States Short Code Vanity 3 Month	0.000	Each	5,625.00	1	0.00
	*** Validity Period Changed ***					
106	United States Short Code Random 3 Month	0.000	Each	3,750.00	1	0.00
	*** Validity Period Changed ***					
107	United States and Canda Short Code Host	0.000	Each	1,350.00	1	0.00
	*** Validity Period Changed ***					

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Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
108	SMS Number MRC Rate A	0.000	Each	1.25	1	0.00
	*** Validity Period Changed ***					
109	SMS Number MRC Rate B	0.000	Each	2.50	1	0.00
	*** Validity Period Changed ***					
110	United States FTEU Short Code SMS Outbou	0.000	Each	0.10	1	0.00
	*** Validity Period Changed ***					
111	United States FTEU Short Code SMS Inboun	0.000	Each	0.10	1	0.00
	*** Validity Period Changed ***					
112	US MMS Outbound Per Message	0.000	Each	0.35	10	0.00
	*** Validity Period Changed ***					
113	US MMS Inbound Per Message	0.000	Each	0.18	10	0.00
	*** Validity Period Changed ***					
114	US Short Code MMS Outbound Per Message	0.000	Each	0.25	10	0.00
	*** Validity Period Changed ***					
115	US Short Code MMS Inbound Per Message	0.000	Each	1.25	100	0.00
	*** Validity Period Changed ***					
116	US Toll-Free MMS Outbound Per Message	0.000	Each	0.04	1	0.00
	*** Validity Period Changed ***					
117	US Toll-Free MMS Inbound Per Message	0.000	Each	0.03	1	0.00
	*** Validity Period Changed ***					
118	Agent Assist with Google Agent Fee per A	0.000	Each	64.00	1	0.00

Information:

FULLY EXECUTED - CHANGE 4
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 01/31/2024
Valid From: 07/01/2016 To: 06/30/2025

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	*** Validity Period Changed ***					
119	Agent Assist with Google Agent Fee per A	0.000	Each	74.00	1	0.00
	*** Validity Period Changed ***					
120	Gplus Adapter for ServiceNow - PEC	0.000	Each	20.00	1	0.00
	Valid from 04/16/2021 to 10/06/2022					
	Price(Contract/Bid)	74.00 USD	1 EA			
	Valid from 10/07/2022 to 12/31/9999					
	Price(Contract/Bid)	20.00 USD	1 EA			
	*** Validity Period Changed ***					
121	Nuance CCAI Mix Dialog for Voice	0.000	Each	4.72	100	0.00

General Requirements for all Items:

Header Text

1/18/18 - Amendment 1 is being incorporated to add theCOSTARS program to the Contract. bsp

9/29/2020 - Contract has been renewed for 2 years through June 30, 2023. This is the final renewal years on the contract, 0 renewals remain. tms

7.16.2021 – Contract manager contact info has been updated to DGS commodity specialist Raeden Hosler. rsh

10.7.2022 - Contract manager contact info has been updated to DGS commodity specialist Kristen Bach. Line item has been added, corporate name updated, and signature authority changed through change notice 15. KB

11.14.22 - Contract has been extended for one (1) year with the option for two (2) 6-month renewal periods via sole source # 47744. KB

12.21.23 Updated Contract Manager to Jessica Wisniewski. KB

1.26.24 - Line item #121 added. JW

1.31.24 - Contract has been extended for one (1) year using (2) 6-month renewals.
No further information for this Contract

Information:

pennsylvania
DEPARTMENT OF GENERAL SERVICES
BUREAU OF PROCUREMENT

DATE: 1.30.24

Genesys Cloud Services
1302 El Camino Real Ste 300, Menlo Park CA, 94025
Marc.Diretto@genesys.com

SUBJECT: Renewal of Contract: Enterprise Contact Center Services
Contract Number: 4400015717
Term of Renewal: **two (2) six (6) month renewals totaling one (1) year**

Dear Marc Diretto:

Per the terms of the above referenced contract, the Commonwealth is considering exercising both six (6) month renewal options contained within the Sole Source Contract Amendment #2.

We are, therefore, requesting your concurrence to renew the above referenced Contract. If you agree to the renewal, please complete the bottom section of this letter and return it via e-mail to the e-mail address listed below no later than 2.9.**2024.**

If the Commonwealth renews the contract, the Bureau will issue a revised contract document to reflect the renewed contract period.

Thank you for your immediate response. If you have any questions, please feel free to contact me.

Jess Wisniewski
717.265.8863
JessiWisni@pa.gov

I agree to the renewal of the above referenced Contract for the above stated Term of Renewal. All terms and conditions remain the same as in the current contract.

Yes __MV__ No _____

Signature _Monica Villegas_ Title _Managing Corporate Counsel_
— 3B5DAFC70D55410...

Date _1/30/2024_

(Person signing this renewal agreement must have the power to bind their company by their signature.)

Revised 11/07/13

FULLY EXECUTED - CHANGE 3 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 12/21/2023
Valid From: 07/01/2016 To: 06/30/2024

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

Your SAP Vendor Number with us: 211326

Supplier Name/Address:
GENESYS CLOUD SERVICES INC
1302 EL CAMINO REAL STE 300
MENLO PARK   CA   94025-0000   US

Supplier Phone Number: 917-912-5680

Purchasing Agent
Name: Wisniewski Jessica
Phone: 717-265-8863
Fax: 717-783-6241

Please Deliver To:

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

Contract Name:
Enterprise Contact Center Services

Payment Terms
NET 45 DAYS

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	Implementation Engineer Services	0.000	Hour	175.00	1	0.00

Item Text
Services Rate - Implementation Engineer Services

| 2 | Program Manager Services | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Services Rate - Program Manager Services

| 3 | Project Coordination Services | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Services Rate - Project Coordination Services

| 4 | Project Engineer Services | 0.000 | Hour | 175.00 | 1 | 0.00 |

Information:

Supplier's Signature _____

Printed Name _____

Title _____

Date _____

FULLY EXECUTED - CHANGE 3 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 12/21/2023
Valid From: 07/01/2016 To: 06/30/2024

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
Item Text						
Services Rate - Project Engineer Services						
5	Project Manager Services	0.000	Hour	175.00	1	0.00
Item Text						
Services Rate - Project Manager Services						
6	Labor Rate	0.000	Hour	175.00	1	0.00
Item Text						
Services Rate - Labor Rate						
7	Agent w/support	0.000	Each	74.00	1	0.00

     Valid from 05/09/2016 to 03/29/2021
     Price(Contract/Bid)   94.00 USD 1 EA

     Valid from 03/30/2021 to 12/31/9999
     Price(Contract/Bid)   74.00 USD 1 EA

Item Text
Cost with Administrative Support - Agent

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
8	Supervisor w/support	0.000	Each	64.00	1	0.00
Item Text						
Cost with Administrative Support - Supervisor						
9	Toll Free Calling w/support	0.000	Each	1.80	100	0.00
Item Text						
Cost with Administrative Support - Toll Free Calling						
10	Local Call w/support	0.000	Each	1.10	100	0.00
Item Text						
Cost with Administrative Support - Local Call						
11	Outbound Calling w/support	0.000	Each	0.02	1	0.00
Item Text						
Cost with Administrative Support - Outbound Calling						
12	Port or Queue Slot w/support	0.000	Each	60.00	1	0.00
Item Text						
Cost with Administrative Support - Port or Queue Slot						

Information:

FULLY EXECUTED - CHANGE 3 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 12/21/2023
Valid From: 07/01/2016 To: 06/30/2024

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
13	Work Force Mgt w/support	0.000	Each	25.00	1	0.00

Item Text
Cost with Administrative Support - Work Force Mgt

| 14 | Call Recording w/support | 0.000 | Each | 22.00 | 1 | 0.00 |

Item Text
Cost with Administrative Support - Call Recording

| 15 | Queued Call Back Agent License w/support | 0.000 | Each | 20.00 | 1 | 0.00 |

Item Text
Cost with Administrative Support - Queued Call Back Agent License

| 16 | Queued Call Back Cloud Port w/support | 0.000 | Each | 35.00 | 1 | 0.00 |

Item Text
Cost with Administrative Support - Queued Call Back Cloud Port

| 17 | SMS messaging rate w/support | 0.000 | Each | 0.04 | 1 | 0.00 |

Item Text
Cost with Administrative Support - SMS messaging rate

| 18 | Agent w/osupport | 0.000 | Each | 78.00 | 1 | 0.00 |

Item Text
Cost without Administrative Support - Agent

| 19 | Supervisor w/osupport | 0.000 | Each | 57.00 | 1 | 0.00 |

Item Text
Cost without Administrative Support - Supervisor

| 20 | Toll Free Calling w/osupport | 0.000 | Each | 1.80 | 100 | 0.00 |

Item Text
Cost without Administrative Support - Toll Free Calling

| 21 | Local Call w/osupport | 0.000 | Each | 1.10 | 100 | 0.00 |

Item Text
Cost without Administrative Support - Local Call

Information:

Supplier Name:

GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
22	Outbound Calling w/osupport	0.000	Each	0.02	1	0.00

Item Text

Cost without Administrative Support - Outbound Calling

23	Port or Queue Slot w/osupport	0.000	Each	52.00	1	0.00

Item Text

Cost without Administrative Support - Port or Queue Slot

24	Work Force Mgt w/osupport	0.000	Each	22.00	1	0.00

Item Text

Cost without Administrative Support - Work Force Mgt

25	Call Recording w/osupport	0.000	Each	17.00	1	0.00

Item Text

Cost without Administrative Support - Call Recording

26	Queued Call Back Agent Licensew/osupport	0.000	Each	15.00	1	0.00

Item Text

Cost without Administrative Support - Queued Call Back Agent License

----

27	Queued Call Back Cloud Port w/osupport	0.000	Each	30.00	1	0.00

Item Text

Cost without Administrative Support - Queued Call Back Cloud Port

----

28	SMS messaging rate w/osupport	0.000	Each	0.04	1	0.00

Item Text

Cost without Administrative Support - SMS messaging rate

29	Implementation Engineer Services SSO	0.000	Hour	175.00	1	0.00

Item Text

Single Sign On Setup Per Contact Center - Implementation Engineer Services

----

30	Program Manager Services SSO	0.000	Hour	175.00	1	0.00

Item Text

Single Sign On Setup Per Contact Center - Program Manager Services

----

31	Project Coordination Services SSO	0.000	Hour	175.00	1	0.00

Information:

FULLY EXECUTED - CHANGE 3 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 12/21/2023
Valid From: 07/01/2016 To: 06/30/2024

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
Item Text						
Single Sign On Setup Per Contact Center - Project Coordination Services						
32	Project Engineer Services SSO	0.000	Hour	175.00	1	0.00
Item Text						
Single Sign On Setup Per Contact Center - Project Engineer Services						
33	Project Manager Services SSO	0.000	Hour	175.00	1	0.00
Item Text						
Single Sign On Setup Per Contact Center - Project Manager Services						
34	Labor Rate SSO	0.000	Hour	175.00	1	0.00
Item Text						
Single Sign On Setup Per Contact Center - Labor Rate						
35	Implementation Engineer Services ACT	0.000	Hour	175.00	1	0.00
Item Text						
Alternative Call Treatment Per Contact Center - Implementation Engineer Services						
36	Program Manager Services ACT	0.000	Hour	175.00	1	0.00
Item Text						
Alternative Call Treatment Per Contact Center - Program Manager Services						
37	Project Coordination Services ACT	0.000	Hour	175.00	1	0.00
Item Text						
Alternative Call Treatment Per Contact Center - Project Coordination Services						
38	Project Engineer Services ACT	0.000	Hour	175.00	1	0.00
Item Text						
Alternative Call Treatment Per Contact Center - Project Engineer Services						
39	Project Manager Services ACT	0.000	Hour	175.00	1	0.00
Item Text						
Alternative Call Treatment Per Contact Center - Project Manager Services						
40	Labor Rate ACT	0.000	Hour	175.00	1	0.00
Item Text						
Alternative Call Treatment Per Contact Center - Labor Rate						

Information:

FULLY EXECUTED - CHANGE 3 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 12/21/2023
Valid From: 07/01/2016 To: 06/30/2024

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
41	Implementation Engineer Services PD	0.000	Hour	175.00	1	0.00

Item Text
Predictive Dialing Per Contact Center - Implementation Engineer Services

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
42	Program Manager Services PD	0.000	Hour	175.00	1	0.00

Item Text
Predictive Dialing Per Contact Center - Program Manager Services

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
43	Project Coordination Services PD	0.000	Hour	175.00	1	0.00

Item Text
Predictive Dialing Per Contact Center - Project Coordination Services

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
44	Project Engineer Services PD	0.000	Hour	175.00	1	0.00

Item Text
Predictive Dialing Per Contact Center - Project Engineer Services

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
45	Project Manager Services PD	0.000	Hour	175.00	1	0.00

Item Text
Predictive Dialing Per Contact Center - Project Manager Services

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
46	Labor Rate PD	0.000	Hour	175.00	1	0.00

Item Text
Predictive Dialing Per Contact Center - Labor Rate

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
47	Professional Services	0.000	Each	1,084,815.00	1	0.00

Valid from 10/25/2016 to 05/07/2017
Price(Contract/Bid)   1,084,815.00 USD   1 EA

Valid from 05/08/2017 to 05/09/2017
Price(Contract/Bid)   0.00 USD   1 EA

Valid from 05/10/2017 to 12/31/9999
Price(Contract/Bid)   1,084,815.00 USD   1 EA

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
48	Cloud IVR Survey - Voice - w/support	0.000	Each	20.00	1	0.00
49	Premier IVR Minute - w/support	1.000	Each	0.06	1	0.06
50	Group Voicemail - w/support	1.000	Each	12.00	1	12.00

Information:

FULLY EXECUTED - CHANGE 3 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 12/21/2023
Valid From: 07/01/2016 To: 06/30/2024

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
51	Individual Voicemail - w/support	0.000	Each	12.00	1	0.00
52	Genesys University Train & Enablement -	13,746.000	Each	100.00	1	1,374,600.00
53	Cloud Contact Center G-Plus for SFDC - w	1.000	Each	20.00	1	20.00
54	Cloud CC Data Storage CR-SR-VM - w/suppo	1.000	Each	5.00	1	5.00
55	Cloud CC Nuance ASR - Add Language - w/s	0.000	Each	15.00	1	0.00
56	Cloud CC Infomart Data Export - w/suppor	1.000	Each	2,000.00	1	2,000.00
57	Cloud CC Text-To-Speech (TTS) Add Lang -	1.000	Each	10.00	1	10.00
58	Web Callback - w/support	1.000	Each	20.00	1	20.00
59	Cloud Contact Center QM - w/support	1.000	Each	20.00	1	20.00
60	Fraud Detection Phone / Voice Printing -	1.000	Each	0.25	1	0.25
61	Cloud IVR Survey - Voice - wo/support	0.000	Each	17.00	1	0.00
62	Premier IVR Minute - wo/support	1.000	Each	0.06	1	0.06
63	Group Voicemail - wo/support	0.000	Each	10.00	1	0.00

Item Text
Changed quantity line item 63 from 1.000 to 0.000 per agency. BB 12.18.18

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
64	Individual Voicemail - wo/support	0.000	Each	10.00	1	0.00

Information:

FULLY EXECUTED - CHANGE 3 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 12/21/2023
Valid From: 07/01/2016 To: 06/30/2024

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
65	Genesys University Train& Enablement - w	212.000	Each	100.00	1	21,200.00
66	Cloud Contact Center G-Plus for SFDC - w	1.000	Each	14.00	1	14.00
67	Cloud CC Data Storage CR-SR-VM - wo/supp	1.000	Each	5.00	1	5.00
68	Cloud CC Nuance ASR - Add Language - wo/	1.000	Each	12.00	1	12.00
69	Cloud CC Infomart Data Export - wo/suppo	1.000	Each	2,000.00	1	2,000.00
70	Cloud CC Text-To-Speech (TTS) Add Lng -	1.000	Each	8.00	1	8.00
71	Web Callback - wo/support	1.000	Each	14.00	1	14.00
72	Cloud Contact Center QM - wo/support	1.000	Each	14.00	1	14.00
73	SIP Endpoint for Agent Desktop - wo/supp	1.000	Each	0.25	1	0.25
74	Fraud Detection Case Manager - w/support	1.000	Each	300,000.00	1	300,000.00
75	Fraud Detection Appliance Init License -	1.000	Each	3,000.00	1	3,000.00
76	Fraud Detection Appliance AnnLic+Maint -	1.000	Each	4,000.00	1	4,000.00
77	MPLS VRF	0.000	Each	8,592.00	1	0.00

Item Text
Private secured connection via dedicated connectivity

| 78 | MPLS 800 Meg on 10GB Circuit | 0.000 | Each | 14,658.86 | 1 | 0.00 |

Information:

FULLY EXECUTED - CHANGE 3 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 12/21/2023
Valid From: 07/01/2016 To: 06/30/2024

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total

Item Text
Cloud resource connectivity with burstability up to 10GB to support future needs

----

| 79 | MPLS One-Time Setup Fee | 0.000 | Each | 46,501.72 | 1 | 0.00 |

Item Text
One time setup fee for MPLS

| 80 | Interaction Recording and Storage | 0.000 | Each | 25.00 | 1 | 0.00 |

Item Text
Voice recording capability plus storage for 365 days for 100 percent call recording and 20 percent screen recording

----

| 81 | Custom Application Support for L&I ONLY | 0.000 | Each | 4,190.00 | 1 | 0.00 |

| 82 | Hosting fee for Labor and Industry ONLY | 0.000 | Each | 2,400.00 | 1 | 0.00 |

| 83 | Voicebots Minutes - per 10,000 units | 0.000 | Each | 500.00 | 10 | 0.00 |

Valid from 05/06/2019 to 06/09/2020
Price(Contract/Bid)   2,400.00 USD   1 EA

Valid from 06/10/2020 to 12/31/9999
Price(Contract/Bid)   500.00 USD 10 EA

| 84 | Voicebots Minutes -Unlimited DLI UC Only | 0.000 | Each | 416,667.00 | 1 | 0.00 |

Valid from 05/06/2019 to 06/09/2020
Price(Contract/Bid)   2,400.00 USD   1 EA

Valid from 06/10/2020 to 12/31/9999
Price(Contract/Bid)   416,667.00 USD   1 EA

| 85 | Advanced Chat | 0.000 | Each | 24.32 | 1 | 0.00 |

Valid from 05/06/2019 to 06/09/2020
Price(Contract/Bid)   2,400.00 USD   1 EA

Valid from 06/10/2020 to 12/31/9999
Price(Contract/Bid)   24.32 USD   1 EA

| 86 | Voicebots Intxn | 0.000 | Each | 0.38 | 1 | 0.00 |

Information:

FULLY EXECUTED - CHANGE 3 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 12/21/2023
Valid From: 07/01/2016 To: 06/30/2024

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	Valid from 05/06/2019 to 06/09/2020					
	Price(Contract/Bid)	2,400.00 USD	1 EA			
	Valid from 06/10/2020 to 12/31/9999					
	Price(Contract/Bid)	0.38 USD	1 EA			
87	Voicebots Minutes	0.000	Each	0.16	1	0.00
	Valid from 05/06/2019 to 06/09/2020					
	Price(Contract/Bid)	2,400.00 USD	1 EA			
	Valid from 06/10/2020 to 12/31/9999					
	Price(Contract/Bid)	0.16 USD	1 EA			
88	Chatbot	0.000	Each	0.19	1	0.00
	Valid from 05/06/2019 to 06/09/2020					
	Price(Contract/Bid)	2,400.00 USD	1 EA			
	Valid from 06/10/2020 to 12/31/9999					
	Price(Contract/Bid)	0.19 USD	1 EA			
89	Predictive Routing for Cust. Srvc	0.000	Each	0.08	1	0.00
	Valid from 05/06/2019 to 06/09/2020					
	Price(Contract/Bid)	2,400.00 USD	1 EA			
	Valid from 06/10/2020 to 12/31/9999					
	Price(Contract/Bid)	0.08 USD	1 EA			
90	Agent Assist w/Google Agent Fee per Hour	0.000	Each	1.03	1	0.00
	Valid from 05/06/2019 to 06/09/2020					
	Price(Contract/Bid)	2,400.00 USD	1 EA			
	Valid from 06/10/2020 to 12/31/9999					
	Price(Contract/Bid)	1.03 USD	1 EA			
91	WebRTC Internet Connection	0.000	Each	8.00	1	0.00
92	TETFN Lease	0.000	Each	2.00	1	0.00
93	TETFN per Message	0.000	Each	0.15	10	0.00
94	MMS TETFN	0.000	Each	0.04	1	0.00

Information:

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
95	Email Messaging	0.000	Each	0.96	100	0.00
96	Email IP and Domain Name Setup Fee	0.000	Each	757.50	1	0.00
97	Email IP and Domain Name (Monthly)	0.000	Each	63.13	1	0.00
98	Variable Rate for Custom Application Sup	0.000	Each	1.00	1	0.00
99	Hosting Fee – All Agencies - LOW Annual	0.000	Each	3,350.00	1	0.00
100	Hosting Fee – All Agencies – MEDIUM Annu	0.000	Each	5,350.00	1	0.00
101	Hosting Fee – All Agencies - HIGH Annual	0.000	Each	9,350.00	1	0.00
102	United States Short Code Set Up One Time	0.000	Each	813.00	1	0.00
103	United States Free to End-User (FTEU) Se	0.000	Each	5,200.00	1	0.00
104	US Short Code MMS One Time Setup	0.000	Each	625.00	1	0.00
105	United States Short Code Vanity 3 Month	0.000	Each	5,625.00	1	0.00
106	United States Short Code Random 3 Month	0.000	Each	3,750.00	1	0.00
107	United States and Canda Short Code Host	0.000	Each	1,350.00	1	0.00
108	SMS Number MRC Rate A	0.000	Each	1.25	1	0.00
109	SMS Number MRC Rate B	0.000	Each	2.50	1	0.00

Information:

FULLY EXECUTED - CHANGE 3 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 12/21/2023
Valid From: 07/01/2016 To: 06/30/2024

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
110	United States FTEU Short Code SMS Outbou	0.000	Each	0.10	1	0.00
111	United States FTEU Short Code SMS Inboun	0.000	Each	0.10	1	0.00
112	US MMS Outbound Per Message	0.000	Each	0.35	10	0.00
113	US MMS Inbound Per Message	0.000	Each	0.18	10	0.00
114	US Short Code MMS Outbound Per Message	0.000	Each	0.25	10	0.00
115	US Short Code MMS Inbound Per Message	0.000	Each	1.25	100	0.00
116	US Toll-Free MMS Outbound Per Message	0.000	Each	0.04	1	0.00
117	US Toll-Free MMS Inbound Per Message	0.000	Each	0.03	1	0.00
118	Agent Assist with Google Agent Fee per A	0.000	Each	64.00	1	0.00
119	Agent Assist with Google Agent Fee per A	0.000	Each	74.00	1	0.00
120	Gplus Adapter for ServiceNow - PEC	0.000	Each	20.00	1	0.00

Valid from 04/16/2021 to 10/06/2022
Price(Contract/Bid)   74.00 USD   1 EA
Valid from 10/07/2022 to 12/31/9999
Price(Contract/Bid)   20.00 USD   1 EA

General Requirements for all Items:

Information:

FULLY EXECUTED - CHANGE 3 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 12/21/2023
Valid From: 07/01/2016 To: 06/30/2024

Supplier Name:
GENESYS CLOUD SERVICES INC

Header Text

1/18/18 - Amendment 1 is being incorporated to add theCOSTARS program to the Contract. bsp

9/29/2020 - Contract has been renewed for 2 years through June 30, 2023. This is the final renewal years on
the contract, 0 renewals remain. tms

7.16.2021 – Contract manager contact info has been updated to DGS commodity specialist Raeden Hosler. rsh

10.7.2022 - Contract manager contact info has been updated to DGS commodity specialist Kristen Bach. Line
item has been added, corporate name updated, and signature authority changed through change notice 15. KB

11.14.22 - Contract has been extended for one (1) year with the option for two (2) 6-month renewal periods
via sole source # 47744. KB

12.21.23 Updated Contract Manager to Jessica Wisniewski. KB
No further information for this Contract

Information:

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

FULLY EXECUTED - CHANGE 2 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 12/27/2022
Valid From: 07/01/2016 To: 06/30/2024

Your SAP Vendor Number with us: 211326

Purchasing Agent
Name: Bach Kristen
Phone: 717-787-4103
Fax: 717-783-6241

Supplier Name/Address:
GENESYS CLOUD SERVICES INC
1302 EL CAMINO REAL STE 300
MENLO PARK   CA   94025-0000   US

Please Deliver To:

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

Supplier Phone Number: 917-912-5680

Contract Name:
Enterprise Contact Center Services

Payment Terms
NET 45 DAYS

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
	*** Validity Period Changed ***					
1	Implementation Engineer Services	0.000	Hour	175.00	1	0.00

Item Text
Services Rate - Implementation Engineer Services

	*** Validity Period Changed ***					
2	Program Manager Services	0.000	Hour	175.00	1	0.00

Item Text
Services Rate - Program Manager Services

	*** Validity Period Changed ***					
3	Project Coordination Services	0.000	Hour	175.00	1	0.00

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

FULLY EXECUTED - CHANGE 2 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 12/27/2022
Valid From: 07/01/2016 To: 06/30/2024

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total

Item Text
Services Rate - Project Coordination Services

*** Validity Period Changed ***

| 4 | Project Engineer Services | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Services Rate - Project Engineer Services

*** Validity Period Changed ***

| 5 | Project Manager Services | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Services Rate - Project Manager Services

*** Validity Period Changed ***

| 6 | Labor Rate | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Services Rate - Labor Rate

*** Validity Period Changed ***

| 7 | Agent w/support | 0.000 | Each | 74.00 | 1 | 0.00 |

Valid from 05/09/2016 to 03/29/2021
Price(Contract/Bid)   94.00 USD   1 EA
Valid from 03/30/2021 to 12/31/9999
Price(Contract/Bid)   74.00 USD   1 EA

Item Text
Cost with Administrative Support - Agent

*** Validity Period Changed ***

| 8 | Supervisor w/support | 0.000 | Each | 64.00 | 1 | 0.00 |

Item Text
Cost with Administrative Support - Supervisor

*** Validity Period Changed ***

| 9 | Toll Free Calling w/support | 0.000 | Each | 1.80 | 100 | 0.00 |

Item Text
Cost with Administrative Support - Toll Free Calling

Information:

FULLY EXECUTED - CHANGE 2 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 12/27/2022
Valid From: 07/01/2016 To: 06/30/2024

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	*** Validity Period Changed ***					
10	Local Call w/support	0.000	Each	1.10	100	0.00

Item Text
Cost with Administrative Support - Local Call

	*** Validity Period Changed ***					
11	Outbound Calling w/support	0.000	Each	0.02	1	0.00

Item Text
Cost with Administrative Support - Outbound Calling

	*** Validity Period Changed ***					
12	Port or Queue Slot w/support	0.000	Each	60.00	1	0.00

Item Text
Cost with Administrative Support - Port or Queue Slot

	*** Validity Period Changed ***					
13	Work Force Mgt w/support	0.000	Each	25.00	1	0.00

Item Text
Cost with Administrative Support - Work Force Mgt

	*** Validity Period Changed ***					
14	Call Recording w/support	0.000	Each	22.00	1	0.00

Item Text
Cost with Administrative Support - Call Recording

	*** Validity Period Changed ***					
15	Queued Call Back Agent License w/support	0.000	Each	20.00	1	0.00

Item Text
Cost with Administrative Support - Queued Call Back Agent License

----

	*** Validity Period Changed ***					
16	Queued Call Back Cloud Port w/support	0.000	Each	35.00	1	0.00

Item Text
Cost with Administrative Support - Queued Call Back Cloud Port

----

*** Validity Period Changed ***

Information:

FULLY EXECUTED - CHANGE 2 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 12/27/2022
Valid From: 07/01/2016 To: 06/30/2024

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
17	SMS messaging rate w/support	0.000	Each	0.04	1	0.00

Item Text
Cost with Administrative Support - SMS messaging rate

*** Validity Period Changed ***

18	Agent w/osupport	0.000	Each	78.00	1	0.00

Item Text
Cost without Administrative Support - Agent

*** Validity Period Changed ***

19	Supervisor w/osupport	0.000	Each	57.00	1	0.00

Item Text
Cost without Administrative Support - Supervisor

*** Validity Period Changed ***

20	Toll Free Calling w/osupport	0.000	Each	1.80	100	0.00

Item Text
Cost without Administrative Support - Toll Free Calling

*** Validity Period Changed ***

21	Local Call w/osupport	0.000	Each	1.10	100	0.00

Item Text
Cost without Administrative Support - Local Call

*** Validity Period Changed ***

22	Outbound Calling w/osupport	0.000	Each	0.02	1	0.00

Item Text
Cost without Administrative Support - Outbound Calling

*** Validity Period Changed ***

23	Port or Queue Slot w/osupport	0.000	Each	52.00	1	0.00

Item Text
Cost without Administrative Support - Port or Queue Slot

*** Validity Period Changed ***

24	Work Force Mgt w/osupport	0.000	Each	22.00	1	0.00

Information:

FULLY EXECUTED - CHANGE 2 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 12/27/2022
Valid From: 07/01/2016 To: 06/30/2024

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total

Item Text
Cost without Administrative Support - Work Force Mgt

*** Validity Period Changed ***

| 25 | Call Recording w/osupport | 0.000 | Each | 17.00 | 1 | 0.00 |

Item Text
Cost without Administrative Support - Call Recording

*** Validity Period Changed ***

| 26 | Queued Call Back Agent Licensew/osupport | 0.000 | Each | 15.00 | 1 | 0.00 |

Item Text
Cost without Administrative Support - Queued Call Back Agent License

----

*** Validity Period Changed ***

| 27 | Queued Call Back Cloud Port w/osupport | 0.000 | Each | 30.00 | 1 | 0.00 |

Item Text
Cost without Administrative Support - Queued Call Back Cloud Port

----

*** Validity Period Changed ***

| 28 | SMS messaging rate w/osupport | 0.000 | Each | 0.04 | 1 | 0.00 |

Item Text
Cost without Administrative Support - SMS messaging rate

*** Validity Period Changed ***

| 29 | Implementation Engineer Services SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Single Sign On Setup Per Contact Center - Implementation Engineer Services

----

*** Validity Period Changed ***

| 30 | Program Manager Services SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Single Sign On Setup Per Contact Center - Program Manager Services

----

*** Validity Period Changed ***

| 31 | Project Coordination Services SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Single Sign On Setup Per Contact Center - Project Coordination Services

Information:

	FULLY EXECUTED - CHANGE 2 - REPRINT Contract Number: 4400015717 Original Contract Effective Date: 06/30/2016 Contract Change Date: 12/27/2022 Valid From: 07/01/2016 To: 06/30/2024
	Supplier Name: GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total

	*** Validity Period Changed ***					
32	Project Engineer Services SSO	0.000	Hour	175.00	1	0.00

Item Text
Single Sign On Setup Per Contact Center - Project Engineer Services

----

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
33	Project Manager Services SSO	0.000	Hour	175.00	1	0.00

Item Text
Single Sign On Setup Per Contact Center - Project Manager Services

----

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
34	Labor Rate SSO	0.000	Hour	175.00	1	0.00

Item Text
Single Sign On Setup Per Contact Center - Labor Rate

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
35	Implementation Engineer Services ACT	0.000	Hour	175.00	1	0.00

Item Text
Alternative Call Treatment Per Contact Center - Implementation Engineer Services

----

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
36	Program Manager Services ACT	0.000	Hour	175.00	1	0.00

Item Text
Alternative Call Treatment Per Contact Center - Program Manager Services

----

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
37	Project Coordination Services ACT	0.000	Hour	175.00	1	0.00

Item Text
Alternative Call Treatment Per Contact Center - Project Coordination Services

----

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
38	Project Engineer Services ACT	0.000	Hour	175.00	1	0.00

Item Text
Alternative Call Treatment Per Contact Center - Project Engineer Services

----

*** Validity Period Changed ***

Information:

FULLY EXECUTED - CHANGE 2 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 12/27/2022
Valid From: 07/01/2016 To: 06/30/2024

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
39	Project Manager Services ACT	0.000	Hour	175.00	1	0.00

Item Text
Alternative Call Treatment Per Contact Center - Project Manager Services

----

*** Validity Period Changed ***

| 40 | Labor Rate ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Alternative Call Treatment Per Contact Center - Labor Rate

*** Validity Period Changed ***

| 41 | Implementation Engineer Services PD | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Predictive Dialing Per Contact Center - Implementation Engineer Services

----

*** Validity Period Changed ***

| 42 | Program Manager Services PD | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Predictive Dialing Per Contact Center - Program Manager Services

----

*** Validity Period Changed ***

| 43 | Project Coordination Services PD | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Predictive Dialing Per Contact Center - Project Coordination Services

----

*** Validity Period Changed ***

| 44 | Project Engineer Services PD | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Predictive Dialing Per Contact Center - Project Engineer Services

----

*** Validity Period Changed ***

| 45 | Project Manager Services PD | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Predictive Dialing Per Contact Center - Project Manager Services

----

*** Validity Period Changed ***

| 46 | Labor Rate PD | 0.000 | Hour | 175.00 | 1 | 0.00 |

Information:

FULLY EXECUTED - CHANGE 2 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 12/27/2022
Valid From: 07/01/2016 To: 06/30/2024

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total

Item Text
Predictive Dialing Per Contact Center - Labor Rate

*** Validity Period Changed ***

| 47 | Professional Services | 0.000 | Each | 1,084,815.00 | 1 | 0.00 |

Valid from 10/25/2016 to 05/07/2017
Price(Contract/Bid)   1,084,815.00 USD   1 EA

Valid from 05/08/2017 to 05/09/2017
Price(Contract/Bid)   0.00 USD   1 EA

Valid from 05/10/2017 to 12/31/9999
Price(Contract/Bid)   1,084,815.00 USD   1 EA

*** Validity Period Changed ***

| 48 | Cloud IVR Survey - Voice - w/support | 0.000 | Each | 20.00 | 1 | 0.00 |

*** Validity Period Changed ***

| 49 | Premier IVR Minute - w/support | 1.000 | Each | 0.06 | 1 | 0.06 |

*** Validity Period Changed ***

| 50 | Group Voicemail - w/support | 1.000 | Each | 12.00 | 1 | 12.00 |

*** Validity Period Changed ***

| 51 | Individual Voicemail - w/support | 0.000 | Each | 12.00 | 1 | 0.00 |

*** Validity Period Changed ***

| 52 | Genesys University Train & Enablement - | 13,746.000 | Each | 100.00 | 1 | 1,374,600.00 |

*** Validity Period Changed ***

| 53 | Cloud Contact Center G-Plus for SFDC - w | 1.000 | Each | 20.00 | 1 | 20.00 |

*** Validity Period Changed ***

| 54 | Cloud CC Data Storage CR-SR-VM - w/suppo | 1.000 | Each | 5.00 | 1 | 5.00 |

*** Validity Period Changed ***

Information:

FULLY EXECUTED - CHANGE 2 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 12/27/2022
Valid From: 07/01/2016 To: 06/30/2024

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
55	Cloud CC Nuance ASR - Add Language - w/s	0.000	Each	15.00	1	0.00

*** Validity Period Changed ***

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
56	Cloud CC Infomart Data Export - w/suppor	1.000	Each	2,000.00	1	2,000.00

*** Validity Period Changed ***

| 57 | Cloud CC Text-To-Speech (TTS) Add Lang - | 1.000 | Each | 10.00 | 1 | 10.00 |

*** Validity Period Changed ***

| 58 | Web Callback - w/support | 1.000 | Each | 20.00 | 1 | 20.00 |

*** Validity Period Changed ***

| 59 | Cloud Contact Center QM - w/support | 1.000 | Each | 20.00 | 1 | 20.00 |

*** Validity Period Changed ***

| 60 | Fraud Detection Phone / Voice Printing - | 1.000 | Each | 0.25 | 1 | 0.25 |

*** Validity Period Changed ***

| 61 | Cloud IVR Survey - Voice - wo/support | 0.000 | Each | 17.00 | 1 | 0.00 |

*** Validity Period Changed ***

| 62 | Premier IVR Minute - wo/support | 1.000 | Each | 0.06 | 1 | 0.06 |

*** Validity Period Changed ***

| 63 | Group Voicemail - wo/support | 0.000 | Each | 10.00 | 1 | 0.00 |

Item Text
Changed quantity line item 63 from 1.000 to 0.000 per agency. BB 12.18.18

*** Validity Period Changed ***

| 64 | Individual Voicemail - wo/support | 0.000 | Each | 10.00 | 1 | 0.00 |

*** Validity Period Changed ***

| 65 | Genesys University Train& Enablement - w | 212.000 | Each | 100.00 | 1 | 21,200.00 |

Information:

FULLY EXECUTED - CHANGE 2 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 12/27/2022
Valid From: 07/01/2016 To: 06/30/2024

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	*** Validity Period Changed ***					
66	Cloud Contact Center G-Plus for SFDC - w	1.000	Each	14.00	1	14.00
	*** Validity Period Changed ***					
67	Cloud CC Data Storage CR-SR-VM - wo/supp	1.000	Each	5.00	1	5.00
	*** Validity Period Changed ***					
68	Cloud CC Nuance ASR - Add Language - wo/	1.000	Each	12.00	1	12.00
	*** Validity Period Changed ***					
69	Cloud CC Infomart Data Export - wo/suppo	1.000	Each	2,000.00	1	2,000.00
	*** Validity Period Changed ***					
70	Cloud CC Text-To-Speech (TTS) Add Lng -	1.000	Each	8.00	1	8.00
	*** Validity Period Changed ***					
71	Web Callback - wo/support	1.000	Each	14.00	1	14.00
	*** Validity Period Changed ***					
72	Cloud Contact Center QM - wo/support	1.000	Each	14.00	1	14.00
	*** Validity Period Changed ***					
73	SIP Endpoint for Agent Desktop - wo/supp	1.000	Each	0.25	1	0.25
	*** Validity Period Changed ***					
74	Fraud Detection Case Manager - w/support	1.000	Each	300,000.00	1	300,000.00
	*** Validity Period Changed ***					
75	Fraud Detection Appliance Init License -	1.000	Each	3,000.00	1	3,000.00

Information:

FULLY EXECUTED - CHANGE 2 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 12/27/2022
Valid From: 07/01/2016 To: 06/30/2024

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	*** Validity Period Changed ***					
76	Fraud Detection Appliance AnnLic+Maint -	1.000	Each	4,000.00	1	4,000.00
	*** Validity Period Changed ***					
77	MPLS VRF	0.000	Each	8,592.00	1	0.00

Item Text
Private secured connection via dedicated connectivity

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	*** Validity Period Changed ***					
78	MPLS 800 Meg on 10GB Circuit	0.000	Each	14,658.86	1	0.00

Item Text
Cloud resource connectivity with burstability up to 10GB to support future needs

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	*** Validity Period Changed ***					
79	MPLS One-Time Setup Fee	0.000	Each	46,501.72	1	0.00

Item Text
One time setup fee for MPLS

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	*** Validity Period Changed ***					
80	Interaction Recording and Storage	0.000	Each	25.00	1	0.00

Item Text
Voice recording capability plus storage for 365 days for 100 percent call recording and 20 percent screen recording

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	*** Validity Period Changed ***					
81	Custom Application Support for L&I ONLY	0.000	Each	4,190.00	1	0.00
	*** Validity Period Changed ***					
82	Hosting fee for Labor and Industry ONLY	0.000	Each	2,400.00	1	0.00
	*** Validity Period Changed ***					
83	Voicebots Minutes - per 10,000 units	0.000	Each	500.00	10	0.00

Valid from 05/06/2019 to 06/09/2020
Price(Contract/Bid)   2,400.00 USD   1 EA

Information:

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	Valid from 06/10/2020 to 12/31/9999 Price(Contract/Bid) 500.00 USD 10 EA					
	--					
	*** Validity Period Changed ***					
84	Voicebots Minutes -Unlimited DLI UC Only	0.000	Each	416,667.00	1	0.00
	Valid from 05/06/2019 to 06/09/2020 Price(Contract/Bid) 2,400.00 USD 1 EA					
	Valid from 06/10/2020 to 12/31/9999 Price(Contract/Bid) 416,667.00 USD 1 EA					
	--					
	*** Validity Period Changed ***					
85	Advanced Chat	0.000	Each	24.32	1	0.00
	Valid from 05/06/2019 to 06/09/2020 Price(Contract/Bid) 2,400.00 USD 1 EA					
	Valid from 06/10/2020 to 12/31/9999 Price(Contract/Bid) 24.32 USD 1 EA					
	--					
	*** Validity Period Changed ***					
86	Voicebots Intxn	0.000	Each	0.38	1	0.00
	Valid from 05/06/2019 to 06/09/2020 Price(Contract/Bid) 2,400.00 USD 1 EA					
	Valid from 06/10/2020 to 12/31/9999 Price(Contract/Bid) 0.38 USD 1 EA					
	--					
	*** Validity Period Changed ***					
87	Voicebots Minutes	0.000	Each	0.16	1	0.00
	Valid from 05/06/2019 to 06/09/2020 Price(Contract/Bid) 2,400.00 USD 1 EA					
	Valid from 06/10/2020 to 12/31/9999 Price(Contract/Bid) 0.16 USD 1 EA					
	--					
	*** Validity Period Changed ***					
88	Chatbot	0.000	Each	0.19	1	0.00
	Valid from 05/06/2019 to 06/09/2020 Price(Contract/Bid) 2,400.00 USD 1 EA					
	Valid from 06/10/2020 to 12/31/9999 Price(Contract/Bid) 0.19 USD 1 EA					

Information:

FULLY EXECUTED - CHANGE 2 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 12/27/2022
Valid From: 07/01/2016 To: 06/30/2024

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total

*** Validity Period Changed ***

| 89 | Predictive Routing for Cust. Srvc | 0.000 | Each | 0.08 | 1 | 0.00 |

Valid from 05/06/2019 to 06/09/2020
Price(Contract/Bid)   2,400.00 USD   1 EA

Valid from 06/10/2020 to 12/31/9999
Price(Contract/Bid)   0.08 USD   1 EA

*** Validity Period Changed ***

| 90 | Agent Assist w/Google Agent Fee per Hour | 0.000 | Each | 1.03 | 1 | 0.00 |

Valid from 05/06/2019 to 06/09/2020
Price(Contract/Bid)   2,400.00 USD   1 EA

Valid from 06/10/2020 to 12/31/9999
Price(Contract/Bid)   1.03 USD   1 EA

*** Validity Period Changed ***

| 91 | WebRTC Internet Connection | 0.000 | Each | 8.00 | 1 | 0.00 |

*** Validity Period Changed ***

| 92 | TETFN Lease | 0.000 | Each | 2.00 | 1 | 0.00 |

*** Validity Period Changed ***

| 93 | TETFN per Message | 0.000 | Each | 0.15 | 10 | 0.00 |

*** Validity Period Changed ***

| 94 | MMS TETFN | 0.000 | Each | 0.04 | 1 | 0.00 |

*** Validity Period Changed ***

| 95 | Email Messaging | 0.000 | Each | 0.96 | 100 | 0.00 |

*** Validity Period Changed ***

| 96 | Email IP and Domain Name Setup Fee | 0.000 | Each | 757.50 | 1 | 0.00 |

*** Validity Period Changed ***

| 97 | Email IP and Domain Name (Monthly) | 0.000 | Each | 63.13 | 1 | 0.00 |

Information:

FULLY EXECUTED - CHANGE 2 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 12/27/2022
Valid From: 07/01/2016 To: 06/30/2024

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	*** Validity Period Changed ***					
98	Variable Rate for Custom Application Sup	0.000	Each	1.00	1	0.00
	*** Validity Period Changed ***					
99	Hosting Fee – All Agencies - LOW Annual	0.000	Each	3,350.00	1	0.00
	*** Validity Period Changed ***					
100	Hosting Fee – All Agencies – MEDIUM Annu	0.000	Each	5,350.00	1	0.00
	*** Validity Period Changed ***					
101	Hosting Fee – All Agencies - HIGH Annual	0.000	Each	9,350.00	1	0.00
	*** Validity Period Changed ***					
102	United States Short Code Set Up One Time	0.000	Each	813.00	1	0.00
	*** Validity Period Changed ***					
103	United States Free to End-User (FTEU) Se	0.000	Each	5,200.00	1	0.00
	*** Validity Period Changed ***					
104	US Short Code MMS One Time Setup	0.000	Each	625.00	1	0.00
	*** Validity Period Changed ***					
105	United States Short Code Vanity 3 Month	0.000	Each	5,625.00	1	0.00
	*** Validity Period Changed ***					
106	United States Short Code Random 3 Month	0.000	Each	3,750.00	1	0.00
	*** Validity Period Changed ***					
107	United States and Canda Short Code Host	0.000	Each	1,350.00	1	0.00
	*** Validity Period Changed ***					

Information:

FULLY EXECUTED - CHANGE 2 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 12/27/2022
Valid From: 07/01/2016 To: 06/30/2024

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
108	SMS Number MRC Rate A	0.000	Each	1.25	1	0.00
	*** Validity Period Changed ***					
109	SMS Number MRC Rate B	0.000	Each	2.50	1	0.00
	*** Validity Period Changed ***					
110	United States FTEU Short Code SMS Outbou	0.000	Each	0.10	1	0.00
	*** Validity Period Changed ***					
111	United States FTEU Short Code SMS Inboun	0.000	Each	0.10	1	0.00
	*** Validity Period Changed ***					
112	US MMS Outbound Per Message	0.000	Each	0.35	10	0.00
	*** Validity Period Changed ***					
113	US MMS Inbound Per Message	0.000	Each	0.18	10	0.00
	*** Validity Period Changed ***					
114	US Short Code MMS Outbound Per Message	0.000	Each	0.25	10	0.00
	*** Validity Period Changed ***					
115	US Short Code MMS Inbound Per Message	0.000	Each	1.25	100	0.00
	*** Validity Period Changed ***					
116	US Toll-Free MMS Outbound Per Message	0.000	Each	0.04	1	0.00
	*** Validity Period Changed ***					
117	US Toll-Free MMS Inbound Per Message	0.000	Each	0.03	1	0.00
	*** Validity Period Changed ***					
118	Agent Assist with Google Agent Fee per A	0.000	Each	64.00	1	0.00

Information:

FULLY EXECUTED - CHANGE 2 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 12/27/2022
Valid From: 07/01/2016 To: 06/30/2024

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	*** Validity Period Changed ***					
119	Agent Assist with Google Agent Fee per A	0.000	Each	74.00	1	0.00
	*** Validity Period Changed ***					
120	Gplus Adapter for ServiceNow - PEC	0.000	Each	20.00	1	0.00

Valid from 04/16/2021 to 10/06/2022
Price(Contract/Bid)   74.00 USD   1 EA
Valid from 10/07/2022 to 12/31/9999
Price(Contract/Bid)   20.00 USD   1 EA

General Requirements for all Items:

Header Text

1/18/18 - Amendment 1 is being incorporated to add theCOSTARS program to the Contract. bsp

9/29/2020 - Contract has been renewed for 2 years through June 30, 2023. This is the final renewal years on the contract, 0 renewals remain. tms

7.16.2021 – Contract manager contact info has been updated to DGS commodity specialist Raeden Hosler. rsh

10.7.2022 - Contract manager contact info has been updated to DGS commodity specialist Kristen Bach. Line item has been added, corporate name updated, and signature authority changed through change notice 15. KB

11.14.22 - Contract has been extended for one (1) year with the option for two (2) 6-month renewal periods via sole source # 47744. KB

No further information for this Contract

Information:

Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 10/07/2022
Valid From: 07/01/2016 To: 06/30/2023

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

Your SAP Vendor Number with us: 211326

Supplier Name/Address:
GENESYS CLOUD SERVICES INC
1302 EL CAMINO REAL STE 300
MENLO PARK   CA   94025-0000   US

Supplier Phone Number: 917-912-5680

Purchasing Agent
Name: Bach Kristen
Phone: 717-787-4103
Fax: 717-783-6241

Please Deliver To:

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

Contract Name:
Enterprise Contact Center Services

Payment Terms
NET 45 DAYS

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	Implementation Engineer Services	0.000	Hour	175.00	1	0.00

Item Text
Services Rate - Implementation Engineer Services

| 2 | Program Manager Services | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Services Rate - Program Manager Services

| 3 | Project Coordination Services | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Services Rate - Project Coordination Services

| 4 | Project Engineer Services | 0.000 | Hour | 175.00 | 1 | 0.00 |

Information:

Supplier's Signature _____

Printed Name _____

Title _____

Date _____

FULLY EXECUTED - CHANGE 1 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 10/07/2022
Valid From: 07/01/2016 To: 06/30/2023

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total

Item Text
Services Rate - Project Engineer Services

| 5 | Project Manager Services | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Services Rate - Project Manager Services

| 6 | Labor Rate | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Services Rate - Labor Rate

| 7 | Agent w/support | 0.000 | Each | 74.00 | 1 | 0.00 |

Valid from 05/09/2016 to 03/29/2021
Price(Contract/Bid)   94.00 USD   1 EA

Valid from 03/30/2021 to 12/31/9999
Price(Contract/Bid)   74.00 USD   1 EA

Item Text
Cost with Administrative Support - Agent

| 8 | Supervisor w/support | 0.000 | Each | 64.00 | 1 | 0.00 |

Item Text
Cost with Administrative Support - Supervisor

| 9 | Toll Free Calling w/support | 0.000 | Each | 1.80 | 100 | 0.00 |

Item Text
Cost with Administrative Support - Toll Free Calling

| 10 | Local Call w/support | 0.000 | Each | 1.10 | 100 | 0.00 |

Item Text
Cost with Administrative Support - Local Call

| 11 | Outbound Calling w/support | 0.000 | Each | 0.02 | 1 | 0.00 |

Item Text
Cost with Administrative Support - Outbound Calling

| 12 | Port or Queue Slot w/support | 0.000 | Each | 60.00 | 1 | 0.00 |

Item Text
Cost with Administrative Support - Port or Queue Slot

Information:

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
13	Work Force Mgt w/support	0.000	Each	25.00	1	0.00

Item Text
Cost with Administrative Support - Work Force Mgt

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
14	Call Recording w/support	0.000	Each	22.00	1	0.00

Item Text
Cost with Administrative Support - Call Recording

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
15	Queued Call Back Agent License w/support	0.000	Each	20.00	1	0.00

Item Text
Cost with Administrative Support - Queued Call Back Agent License

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
16	Queued Call Back Cloud Port w/support	0.000	Each	35.00	1	0.00

Item Text
Cost with Administrative Support - Queued Call Back Cloud Port

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
17	SMS messaging rate w/support	0.000	Each	0.04	1	0.00

Item Text
Cost with Administrative Support - SMS messaging rate

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
18	Agent w/osupport	0.000	Each	78.00	1	0.00

Item Text
Cost without Administrative Support - Agent

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
19	Supervisor w/osupport	0.000	Each	57.00	1	0.00

Item Text
Cost without Administrative Support - Supervisor

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
20	Toll Free Calling w/osupport	0.000	Each	1.80	100	0.00

Item Text
Cost without Administrative Support - Toll Free Calling

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
21	Local Call w/osupport	0.000	Each	1.10	100	0.00

Item Text
Cost without Administrative Support - Local Call

Information:

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
22	Outbound Calling w/osupport	0.000	Each	0.02	1	0.00

Item Text
Cost without Administrative Support - Outbound Calling

| 23 | Port or Queue Slot w/osupport | 0.000 | Each | 52.00 | 1 | 0.00 |

Item Text
Cost without Administrative Support - Port or Queue Slot

| 24 | Work Force Mgt w/osupport | 0.000 | Each | 22.00 | 1 | 0.00 |

Item Text
Cost without Administrative Support - Work Force Mgt

| 25 | Call Recording w/osupport | 0.000 | Each | 17.00 | 1 | 0.00 |

Item Text
Cost without Administrative Support - Call Recording

| 26 | Queued Call Back Agent Licensew/osupport | 0.000 | Each | 15.00 | 1 | 0.00 |

Item Text
Cost without Administrative Support - Queued Call Back Agent License

----

| 27 | Queued Call Back Cloud Port w/osupport | 0.000 | Each | 30.00 | 1 | 0.00 |

Item Text
Cost without Administrative Support - Queued Call Back Cloud Port

----

| 28 | SMS messaging rate w/osupport | 0.000 | Each | 0.04 | 1 | 0.00 |

Item Text
Cost without Administrative Support - SMS messaging rate

| 29 | Implementation Engineer Services SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Single Sign On Setup Per Contact Center - Implementation Engineer Services

----

| 30 | Program Manager Services SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Single Sign On Setup Per Contact Center - Program Manager Services

----

| 31 | Project Coordination Services SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Information:

	FULLY EXECUTED - CHANGE 1 - REPRINT Contract Number: 4400015717 Original Contract Effective Date: 06/30/2016 Contract Change Date: 10/07/2022 Valid From: 07/01/2016 To: 06/30/2023
	Supplier Name: GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total

Item Text

Single Sign On Setup Per Contact Center - Project Coordination Services

----

| 32 | Project Engineer Services SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text

Single Sign On Setup Per Contact Center - Project Engineer Services

----

| 33 | Project Manager Services SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text

Single Sign On Setup Per Contact Center - Project Manager Services

----

| 34 | Labor Rate SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text

Single Sign On Setup Per Contact Center - Labor Rate

| 35 | Implementation Engineer Services ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text

Alternative Call Treatment Per Contact Center - Implementation Engineer Services

----

| 36 | Program Manager Services ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text

Alternative Call Treatment Per Contact Center - Program Manager Services

----

| 37 | Project Coordination Services ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text

Alternative Call Treatment Per Contact Center - Project Coordination Services

----

| 38 | Project Engineer Services ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text

Alternative Call Treatment Per Contact Center - Project Engineer Services

----

| 39 | Project Manager Services ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text

Alternative Call Treatment Per Contact Center - Project Manager Services

----

| 40 | Labor Rate ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text

Alternative Call Treatment Per Contact Center - Labor Rate

Information:

FULLY EXECUTED - CHANGE 1 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 10/07/2022
Valid From: 07/01/2016 To: 06/30/2023

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
41	Implementation Engineer Services PD	0.000	Hour	175.00	1	0.00

Item Text

Predictive Dialing Per Contact Center - Implementation Engineer Services

| 42 | Program Manager Services PD | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text

Predictive Dialing Per Contact Center - Program Manager Services

| 43 | Project Coordination Services PD | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text

Predictive Dialing Per Contact Center - Project Coordination Services

| 44 | Project Engineer Services PD | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text

Predictive Dialing Per Contact Center - Project Engineer Services

| 45 | Project Manager Services PD | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text

Predictive Dialing Per Contact Center - Project Manager Services

| 46 | Labor Rate PD | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text

Predictive Dialing Per Contact Center - Labor Rate

| 47 | Professional Services | 0.000 | Each | 1,084,815.00 | 1 | 0.00 |

Valid from 10/25/2016 to 05/07/2017
Price(Contract/Bid)   1,084,815.00 USD   1 EA

Valid from 05/08/2017 to 05/09/2017
Price(Contract/Bid)   0.00 USD   1 EA

Valid from 05/10/2017 to 12/31/9999
Price(Contract/Bid)   1,084,815.00 USD   1 EA

| 48 | Cloud IVR Survey - Voice - w/support | 0.000 | Each | 20.00 | 1 | 0.00 |

| 49 | Premier IVR Minute - w/support | 1.000 | Each | 0.06 | 1 | 0.06 |

| 50 | Group Voicemail - w/support | 1.000 | Each | 12.00 | 1 | 12.00 |

Information:

FULLY EXECUTED - CHANGE 1 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 10/07/2022
Valid From: 07/01/2016 To: 06/30/2023

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
51	Individual Voicemail - w/support	0.000	Each	12.00	1	0.00
52	Genesys University Train & Enablement -	13,746.000	Each	100.00	1	1,374,600.00
53	Cloud Contact Center G-Plus for SFDC - w	1.000	Each	20.00	1	20.00
54	Cloud CC Data Storage CR-SR-VM - w/suppo	1.000	Each	5.00	1	5.00
55	Cloud CC Nuance ASR - Add Language - w/s	0.000	Each	15.00	1	0.00
56	Cloud CC Infomart Data Export - w/suppor	1.000	Each	2,000.00	1	2,000.00
57	Cloud CC Text-To-Speech (TTS) Add Lang -	1.000	Each	10.00	1	10.00
58	Web Callback - w/support	1.000	Each	20.00	1	20.00
59	Cloud Contact Center QM - w/support	1.000	Each	20.00	1	20.00
60	Fraud Detection Phone / Voice Printing -	1.000	Each	0.25	1	0.25
61	Cloud IVR Survey - Voice - wo/support	0.000	Each	17.00	1	0.00
62	Premier IVR Minute - wo/support	1.000	Each	0.06	1	0.06
63	Group Voicemail - wo/support	0.000	Each	10.00	1	0.00

Item Text
Changed quantity line item 63 from 1.000 to 0.000 per agency. BB 12.18.18

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
64	Individual Voicemail - wo/support	0.000	Each	10.00	1	0.00

Information:

FULLY EXECUTED - CHANGE 1 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 10/07/2022
Valid From: 07/01/2016 To: 06/30/2023

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
65	Genesys University Train& Enablement - w	212.000	Each	100.00	1	21,200.00
66	Cloud Contact Center G-Plus for SFDC - w	1.000	Each	14.00	1	14.00
67	Cloud CC Data Storage CR-SR-VM - wo/supp	1.000	Each	5.00	1	5.00
68	Cloud CC Nuance ASR - Add Language - wo/	1.000	Each	12.00	1	12.00
69	Cloud CC Infomart Data Export - wo/suppo	1.000	Each	2,000.00	1	2,000.00
70	Cloud CC Text-To-Speech (TTS) Add Lng -	1.000	Each	8.00	1	8.00
71	Web Callback - wo/support	1.000	Each	14.00	1	14.00
72	Cloud Contact Center QM - wo/support	1.000	Each	14.00	1	14.00
73	SIP Endpoint for Agent Desktop - wo/supp	1.000	Each	0.25	1	0.25
74	Fraud Detection Case Manager - w/support	1.000	Each	300,000.00	1	300,000.00
75	Fraud Detection Appliance Init License -	1.000	Each	3,000.00	1	3,000.00
76	Fraud Detection Appliance AnnLic+Maint -	1.000	Each	4,000.00	1	4,000.00
77	MPLS VRF	0.000	Each	8,592.00	1	0.00

Item Text
Private secured connection via dedicated connectivity

| 78 | MPLS 800 Meg on 10GB Circuit | 0.000 | Each | 14,658.86 | 1 | 0.00 |

Information:

FULLY EXECUTED - CHANGE 1 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 10/07/2022
Valid From: 07/01/2016 To: 06/30/2023

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total

Item Text
Cloud resource connectivity with burstability up to 10GB to support future needs

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| 79 | MPLS One-Time Setup Fee | 0.000 | Each | 46,501.72 | 1 | 0.00 |

Item Text
One time setup fee for MPLS

| 80 | Interaction Recording and Storage | 0.000 | Each | 25.00 | 1 | 0.00 |

Item Text
Voice recording capability plus storage for 365 days for 100 percent call recording and 20 percent screen
recording

| 81 | Custom Application Support for L&I ONLY | 0.000 | Each | 4,190.00 | 1 | 0.00 |

| 82 | Hosting fee for Labor and Industry ONLY | 0.000 | Each | 2,400.00 | 1 | 0.00 |

| 83 | Voicebots Minutes - per 10,000 units | 0.000 | Each | 500.00 | 10 | 0.00 |

Valid from 05/06/2019 to 06/09/2020
Price(Contract/Bid)   2,400.00 USD   1 EA

Valid from 06/10/2020 to 12/31/9999
Price(Contract/Bid)   500.00 USD 10 EA

| 84 | Voicebots Minutes -Unlimited DLI UC Only | 0.000 | Each | 416,667.00 | 1 | 0.00 |

Valid from 05/06/2019 to 06/09/2020
Price(Contract/Bid)   2,400.00 USD   1 EA

Valid from 06/10/2020 to 12/31/9999
Price(Contract/Bid)   416,667.00 USD   1 EA

| 85 | Advanced Chat | 0.000 | Each | 24.32 | 1 | 0.00 |

Valid from 05/06/2019 to 06/09/2020
Price(Contract/Bid)   2,400.00 USD   1 EA

Valid from 06/10/2020 to 12/31/9999
Price(Contract/Bid)   24.32 USD   1 EA

| 86 | Voicebots Intxn | 0.000 | Each | 0.38 | 1 | 0.00 |

Information:

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	Valid from 05/06/2019 to 06/09/2020					
	Price(Contract/Bid)	2,400.00 USD	1 EA			
	Valid from 06/10/2020 to 12/31/9999					
	Price(Contract/Bid)	0.38 USD	1 EA			
87	Voicebots Minutes	0.000	Each	0.16	1	0.00
	Valid from 05/06/2019 to 06/09/2020					
	Price(Contract/Bid)	2,400.00 USD	1 EA			
	Valid from 06/10/2020 to 12/31/9999					
	Price(Contract/Bid)	0.16 USD	1 EA			
88	Chatbot	0.000	Each	0.19	1	0.00
	Valid from 05/06/2019 to 06/09/2020					
	Price(Contract/Bid)	2,400.00 USD	1 EA			
	Valid from 06/10/2020 to 12/31/9999					
	Price(Contract/Bid)	0.19 USD	1 EA			
89	Predictive Routing for Cust. Srvc	0.000	Each	0.08	1	0.00
	Valid from 05/06/2019 to 06/09/2020					
	Price(Contract/Bid)	2,400.00 USD	1 EA			
	Valid from 06/10/2020 to 12/31/9999					
	Price(Contract/Bid)	0.08 USD	1 EA			
90	Agent Assist w/Google Agent Fee per Hour	0.000	Each	1.03	1	0.00
	Valid from 05/06/2019 to 06/09/2020					
	Price(Contract/Bid)	2,400.00 USD	1 EA			
	Valid from 06/10/2020 to 12/31/9999					
	Price(Contract/Bid)	1.03 USD	1 EA			
91	WebRTC Internet Connection	0.000	Each	8.00	1	0.00
92	TETFN Lease	0.000	Each	2.00	1	0.00
93	TETFN per Message	0.000	Each	0.15	10	0.00
94	MMS TETFN	0.000	Each	0.04	1	0.00

Information:

FULLY EXECUTED - CHANGE 1 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 10/07/2022
Valid From: 07/01/2016 To: 06/30/2023

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
95	Email Messaging	0.000	Each	0.96	100	0.00
96	Email IP and Domain Name Setup Fee	0.000	Each	757.50	1	0.00
97	Email IP and Domain Name (Monthly)	0.000	Each	63.13	1	0.00
98	Variable Rate for Custom Application Sup	0.000	Each	1.00	1	0.00
99	Hosting Fee – All Agencies - LOW Annual	0.000	Each	3,350.00	1	0.00
100	Hosting Fee – All Agencies – MEDIUM Annu	0.000	Each	5,350.00	1	0.00
101	Hosting Fee – All Agencies - HIGH Annual	0.000	Each	9,350.00	1	0.00
102	United States Short Code Set Up One Time	0.000	Each	813.00	1	0.00
103	United States Free to End-User (FTEU) Se	0.000	Each	5,200.00	1	0.00
104	US Short Code MMS One Time Setup	0.000	Each	625.00	1	0.00
105	United States Short Code Vanity 3 Month	0.000	Each	5,625.00	1	0.00
106	United States Short Code Random 3 Month	0.000	Each	3,750.00	1	0.00
107	United States and Canda Short Code Host	0.000	Each	1,350.00	1	0.00
108	SMS Number MRC Rate A	0.000	Each	1.25	1	0.00
109	SMS Number MRC Rate B	0.000	Each	2.50	1	0.00

Information:

FULLY EXECUTED - CHANGE 1 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 10/07/2022
Valid From: 07/01/2016 To: 06/30/2023

Supplier Name:
GENESYS CLOUD SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
110	United States FTEU Short Code SMS Outbou	0.000	Each	0.10	1	0.00
111	United States FTEU Short Code SMS Inboun	0.000	Each	0.10	1	0.00
112	US MMS Outbound Per Message	0.000	Each	0.35	10	0.00
113	US MMS Inbound Per Message	0.000	Each	0.18	10	0.00
114	US Short Code MMS Outbound Per Message	0.000	Each	0.25	10	0.00
115	US Short Code MMS Inbound Per Message	0.000	Each	1.25	100	0.00
116	US Toll-Free MMS Outbound Per Message	0.000	Each	0.04	1	0.00
117	US Toll-Free MMS Inbound Per Message	0.000	Each	0.03	1	0.00
118	Agent Assist with Google Agent Fee per A	0.000	Each	64.00	1	0.00
119	Agent Assist with Google Agent Fee per A	0.000	Each	74.00	1	0.00
120	Gplus Adapter for ServiceNow - PEC	0.000	Each	20.00	1	0.00

       Valid from 04/16/2021 to 10/06/2022
       Price(Contract/Bid)   74.00 USD 1 EA
       Valid from 10/07/2022 to 12/31/9999
       Price(Contract/Bid)   20.00 USD 1 EA
*** New Item ***

General Requirements for all Items:

Information:

FULLY EXECUTED - CHANGE 1 - REPRINT
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Contract Change Date: 10/07/2022
Valid From: 07/01/2016 To: 06/30/2023

Supplier Name:
GENESYS CLOUD SERVICES INC

Header Text

1/18/18 - Amendment 1 is being incorporated to add theCOSTARS program to the Contract. bsp

9/29/2020 - Contract has been renewed for 2 years through June 30, 2023. This is the final renewal years on the contract, 0 renewals remain. tms

7.16.2021 – Contract manager contact info has been updated to DGS commodity specialist Raeden Hosler. rsh

10.7.2022 - Contract manager contact info has been updated to DGS commodity specialist Kristen Bach. Line item has been added, corporate name updated, and signature authority changed through change notice 15. KB
No further information for this Contract

Information:

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

Your SAP Vendor Number with us: 211326

Supplier Name/Address:
GENESYS TELECOMMUNICATIONS LABS INC
2001 JUNIPERO SERRA BLVD FL 9
DALY CITY   CA   94014-3891   US

Supplier Phone Number: 917-912-5680

Contract Name:
Enterprise Contact Center Services

FULLY EXECUTED
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Valid From: 07/01/2016 To: 06/30/2023

Purchasing Agent
Name: Price Christopher
Phone: 717-346-8188
Fax: 717-783-6241

Please Deliver To:

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

Payment Terms
NET 45 DAYS

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	Implementation Engineer Services	0.000	Hour	175.00	1	0.00

Item Text
Services Rate - Implementation Engineer Services

| 2 | Program Manager Services | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Services Rate - Program Manager Services

| 3 | Project Coordination Services | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Services Rate - Project Coordination Services

| 4 | Project Engineer Services | 0.000 | Hour | 175.00 | 1 | 0.00 |

Information:

Supplier's Signature _____

Printed Name _____

Title _____

Date _____

FULLY EXECUTED
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Valid From: 07/01/2016 To: 06/30/2023

Supplier Name:
GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
Item Text						
Services Rate - Project Engineer Services						

5	Project Manager Services	0.000	Hour	175.00	1	0.00
Item Text						
Services Rate - Project Manager Services						

6	Labor Rate	0.000	Hour	175.00	1	0.00
Item Text						
Services Rate - Labor Rate						

7	Agent w/support	0.000	Each	94.00	1	0.00
Item Text						
Cost with Administrative Support - Agent						

8	Supervisor w/support	0.000	Each	64.00	1	0.00
Item Text						
Cost with Administrative Support - Supervisor						

9	Toll Free Calling w/support	0.000	Each	1.80	100	0.00
Item Text						
Cost with Administrative Support - Toll Free Calling						

10	Local Call w/support	0.000	Each	1.10	100	0.00
Item Text						
Cost with Administrative Support - Local Call						

11	Outbound Calling w/support	0.000	Each	0.02	1	0.00
Item Text						
Cost with Administrative Support - Outbound Calling						

12	Port or Queue Slot w/support	0.000	Each	60.00	1	0.00
Item Text						
Cost with Administrative Support - Port or Queue Slot						

13	Work Force Mgt w/support	0.000	Each	25.00	1	0.00
Item Text						
Cost with Administrative Support - Work Force Mgt						

Information:

 FULLY EXECUTED
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Valid From: 07/01/2016 To: 06/30/2023

Supplier Name:
GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
14	Call Recording w/support	0.000	Each	22.00	1	0.00

Item Text
Cost with Administrative Support - Call Recording

15	Queued Call Back Agent License w/support	0.000	Each	20.00	1	0.00

Item Text
Cost with Administrative Support - Queued Call Back Agent License

16	Queued Call Back Cloud Port w/support	0.000	Each	35.00	1	0.00

Item Text
Cost with Administrative Support - Queued Call Back Cloud Port

17	SMS messaging rate w/support	0.000	Each	0.04	1	0.00

Item Text
Cost with Administrative Support - SMS messaging rate

18	Agent w/osupport	0.000	Each	78.00	1	0.00

Item Text
Cost without Administrative Support - Agent

19	Supervisor w/osupport	0.000	Each	57.00	1	0.00

Item Text
Cost without Administrative Support - Supervisor

20	Toll Free Calling w/osupport	0.000	Each	1.80	100	0.00

Item Text
Cost without Administrative Support - Toll Free Calling

21	Local Call w/osupport	0.000	Each	1.10	100	0.00

Item Text
Cost without Administrative Support - Local Call

22	Outbound Calling w/osupport	0.000	Each	0.02	1	0.00

Item Text
Cost without Administrative Support - Outbound Calling

Information:

 FULLY EXECUTED
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Valid From: 07/01/2016 To: 06/30/2023

Supplier Name:
GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
23	Port or Queue Slot w/osupport	0.000	Each	52.00	1	0.00

Item Text
Cost without Administrative Support - Port or Queue Slot

| 24 | Work Force Mgt w/osupport | 0.000 | Each | 22.00 | 1 | 0.00 |

Item Text
Cost without Administrative Support - Work Force Mgt

| 25 | Call Recording w/osupport | 0.000 | Each | 17.00 | 1 | 0.00 |

Item Text
Cost without Administrative Support - Call Recording

| 26 | Queued Call Back Agent Licensew/osupport | 0.000 | Each | 15.00 | 1 | 0.00 |

Item Text
Cost without Administrative Support - Queued Call Back Agent License

----

| 27 | Queued Call Back Cloud Port w/osupport | 0.000 | Each | 30.00 | 1 | 0.00 |

Item Text
Cost without Administrative Support - Queued Call Back Cloud Port

----

| 28 | SMS messaging rate w/osupport | 0.000 | Each | 0.04 | 1 | 0.00 |

Item Text
Cost without Administrative Support - SMS messaging rate

| 29 | Implementation Engineer Services SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Single Sign On Setup Per Contact Center - Implementation Engineer Services

----

| 30 | Program Manager Services SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Single Sign On Setup Per Contact Center - Program Manager Services

----

| 31 | Project Coordination Services SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Single Sign On Setup Per Contact Center - Project Coordination Services

----

| 32 | Project Engineer Services SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Information:

Supplier Name:
GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total

Item Text
Single Sign On Setup Per Contact Center - Project Engineer Services

----

| 33 | Project Manager Services SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Single Sign On Setup Per Contact Center - Project Manager Services

----

| 34 | Labor Rate SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Single Sign On Setup Per Contact Center - Labor Rate

| 35 | Implementation Engineer Services ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Alternative Call Treatment Per Contact Center - Implementation Engineer Services

----

| 36 | Program Manager Services ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Alternative Call Treatment Per Contact Center - Program Manager Services

----

| 37 | Project Coordination Services ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Alternative Call Treatment Per Contact Center - Project Coordination Services

----

| 38 | Project Engineer Services ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Alternative Call Treatment Per Contact Center - Project Engineer Services

----

| 39 | Project Manager Services ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Alternative Call Treatment Per Contact Center - Project Manager Services

----

| 40 | Labor Rate ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Alternative Call Treatment Per Contact Center - Labor Rate

| 41 | Implementation Engineer Services PD | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Predictive Dialing Per Contact Center - Implementation Engineer Services

Information:

Supplier Name:
GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
42	Program Manager Services PD	0.000	Hour	175.00	1	0.00

Item Text
Predictive Dialing Per Contact Center - Program Manager Services

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
43	Project Coordination Services PD	0.000	Hour	175.00	1	0.00

Item Text
Predictive Dialing Per Contact Center - Project Coordination Services

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
44	Project Engineer Services PD	0.000	Hour	175.00	1	0.00

Item Text
Predictive Dialing Per Contact Center - Project Engineer Services

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
45	Project Manager Services PD	0.000	Hour	175.00	1	0.00

Item Text
Predictive Dialing Per Contact Center - Project Manager Services

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
46	Labor Rate PD	0.000	Hour	175.00	1	0.00

Item Text
Predictive Dialing Per Contact Center - Labor Rate

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
47	Professional Services	0.000	Each	1,084,815.00	1	0.00

Valid from 10/25/2016 to 05/07/2017
Price(Contract/Bid)   1,084,815.00 USD   1 EA
Valid from 05/08/2017 to 05/09/2017
Price(Contract/Bid)   0.00 USD   1 EA
Valid from 05/10/2017 to 12/31/9999
Price(Contract/Bid)   1,084,815.00 USD   1 EA

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
48	Cloud IVR Survey - Voice - w/support	0.000	Each	20.00	1	0.00
49	Premier IVR Minute - w/support	1.000	Each	0.06	1	0.06
50	Group Voicemail - w/support	1.000	Each	12.00	1	12.00
51	Individual Voicemail - w/support	0.000	Each	12.00	1	0.00

Information:

FULLY EXECUTED
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Valid From: 07/01/2016 To: 06/30/2023

Supplier Name:
GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
52	Genesys University Train & Enablement -	13,746.000	Each	100.00	1	1,374,600.00
53	Cloud Contact Center G-Plus for SFDC - w	1.000	Each	20.00	1	20.00
54	Cloud CC Data Storage CR-SR-VM - w/suppo	1.000	Each	5.00	1	5.00
55	Cloud CC Nuance ASR - Add Language - w/s	0.000	Each	15.00	1	0.00
56	Cloud CC Infomart Data Export - w/suppor	1.000	Each	2,000.00	1	2,000.00
57	Cloud CC Text-To-Speech (TTS) Add Lang -	1.000	Each	10.00	1	10.00
58	Web Callback - w/support	1.000	Each	20.00	1	20.00
59	Cloud Contact Center QM - w/support	1.000	Each	20.00	1	20.00
60	Fraud Detection Phone / Voice Printing -	1.000	Each	0.25	1	0.25
61	Cloud IVR Survey - Voice - wo/support	0.000	Each	17.00	1	0.00
62	Premier IVR Minute - wo/support	1.000	Each	0.06	1	0.06
63	Group Voicemail - wo/support	0.000	Each	10.00	1	0.00

Item Text
Changed quantity line item 63 from 1.000 to 0.000 per agency. BB 12.18.18

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
64	Individual Voicemail - wo/support	0.000	Each	10.00	1	0.00
65	Genesys University Train& Enablement - w	212.000	Each	100.00	1	21,200.00

Information:

FULLY EXECUTED
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Valid From: 07/01/2016 To: 06/30/2023

Supplier Name:
GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
66	Cloud Contact Center G-Plus for SFDC - w	1.000	Each	14.00	1	14.00
67	Cloud CC Data Storage CR-SR-VM - wo/supp	1.000	Each	5.00	1	5.00
68	Cloud CC Nuance ASR - Add Language - wo/	1.000	Each	12.00	1	12.00
69	Cloud CC Infomart Data Export - wo/suppo	1.000	Each	2,000.00	1	2,000.00
70	Cloud CC Text-To-Speech (TTS) Add Lng -	1.000	Each	8.00	1	8.00
71	Web Callback - wo/support	1.000	Each	14.00	1	14.00
72	Cloud Contact Center QM - wo/support	1.000	Each	14.00	1	14.00
73	SIP Endpoint for Agent Desktop - wo/supp	1.000	Each	0.25	1	0.25
74	Fraud Detection Case Manager - w/support	1.000	Each	300,000.00	1	300,000.00
75	Fraud Detection Appliance Init License -	1.000	Each	3,000.00	1	3,000.00
76	Fraud Detection Appliance AnnLic+Maint -	1.000	Each	4,000.00	1	4,000.00
77	MPLS VRF	0.000	Each	8,592.00	1	0.00

Item Text
Private secured connection via dedicated connectivity

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
78	MPLS 800 Meg on 10GB Circuit	0.000	Each	14,658.86	1	0.00

Item Text
Cloud resource connectivity with burstability up to 10GB to support future needs

Information:

FULLY EXECUTED
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Valid From: 07/01/2016 To: 06/30/2023

Supplier Name:
GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
79	MPLS One-Time Setup Fee	0.000	Each	46,501.72	1	0.00

Item Text
One time setup fee for MPLS

| 80 | Interaction Recording and Storage | 0.000 | Each | 25.00 | 1 | 0.00 |

Item Text
Voice recording capability plus storage for 365 days for 100 percent call recording and 20 percent screen
recording

| 81 | Custom Application Support for L&I ONLY | 0.000 | Each | 4,190.00 | 1 | 0.00 |

| 82 | Hosting fee for Labor and Industry ONLY | 0.000 | Each | 2,400.00 | 1 | 0.00 |

| 83 | Voicebots Minutes - per 10,000 units | 0.000 | Each | 500.00 | 10 | 0.00 |

Valid from 05/06/2019 to 06/09/2020
Price(Contract/Bid)   2,400.00 USD   1 EA

Valid from 06/10/2020 to 12/31/9999
Price(Contract/Bid)   500.00 USD 10 EA

| 84 | Voicebots Minutes -Unlimited DLI UC Only | 0.000 | Each | 416,667.00 | 1 | 0.00 |

Valid from 05/06/2019 to 06/09/2020
Price(Contract/Bid)   2,400.00 USD   1 EA

Valid from 06/10/2020 to 12/31/9999
Price(Contract/Bid)   416,667.00 USD   1 EA

| 85 | Advanced Chat | 0.000 | Each | 24.32 | 1 | 0.00 |

Valid from 05/06/2019 to 06/09/2020
Price(Contract/Bid)   2,400.00 USD   1 EA

Valid from 06/10/2020 to 12/31/9999
Price(Contract/Bid)   24.32 USD   1 EA

| 86 | Voicebots Intxn | 0.000 | Each | 0.38 | 1 | 0.00 |

Valid from 05/06/2019 to 06/09/2020
Price(Contract/Bid)   2,400.00 USD   1 EA

Valid from 06/10/2020 to 12/31/9999
Price(Contract/Bid)   0.38 USD   1 EA

Information:

FULLY EXECUTED
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Valid From: 07/01/2016 To: 06/30/2023

Supplier Name:
GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
87	Voicebots Minutes	0.000	Each	0.16	1	0.00
	Valid from 05/06/2019 to 06/09/2020					
	Price(Contract/Bid)	2,400.00 USD	1 EA			
	Valid from 06/10/2020 to 12/31/9999					
	Price(Contract/Bid)	0.16 USD	1 EA			
88	Chatbot	0.000	Each	0.19	1	0.00
	Valid from 05/06/2019 to 06/09/2020					
	Price(Contract/Bid)	2,400.00 USD	1 EA			
	Valid from 06/10/2020 to 12/31/9999					
	Price(Contract/Bid)	0.19 USD	1 EA			
89	Predictive Routing for Cust. Srvc	0.000	Each	0.08	1	0.00
	Valid from 05/06/2019 to 06/09/2020					
	Price(Contract/Bid)	2,400.00 USD	1 EA			
	Valid from 06/10/2020 to 12/31/9999					
	Price(Contract/Bid)	0.08 USD	1 EA			
90	Agent Assist w/Google Agent Fee per Hour	0.000	Each	1.03	1	0.00
	Valid from 05/06/2019 to 06/09/2020					
	Price(Contract/Bid)	2,400.00 USD	1 EA			
	Valid from 06/10/2020 to 12/31/9999					
	Price(Contract/Bid)	1.03 USD	1 EA			
91	WebRTC Internet Connection	0.000	Each	8.00	1	0.00
92	TETFN Lease	0.000	Each	2.00	1	0.00
93	TETFN per Message	0.000	Each	0.15	10	0.00
94	MMS TETFN	0.000	Each	0.04	1	0.00
95	Email Messaging	0.000	Each	0.96	100	0.00
96	Email IP and Domain Name Setup Fee	0.000	Each	757.50	1	0.00

Information:

FULLY EXECUTED
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Valid From: 07/01/2016 To: 06/30/2023

Supplier Name:
GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
97	Email IP and Domain Name (Monthly)	0.000	Each	63.13	1	0.00
98	Variable Rate for Custom Application Sup	0.000	Each	1.00	1	0.00
99	Hosting Fee – All Agencies - LOW Annual	0.000	Each	3,350.00	1	0.00
100	Hosting Fee – All Agencies – MEDIUM Annu	0.000	Each	5,350.00	1	0.00
101	Hosting Fee – All Agencies - HIGH Annual	0.000	Each	9,350.00	1	0.00

General Requirements for all Items:

Header Text

1/18/18 - Amendment 1 is being incorporated to add theCOSTARS program to the Contract. bsp

9/29/2020 - Contract has been renewed for 2 years through June 30, 2023. This is the final renewal years on
the contract, 0 renewals remain. tms

No further information for this Contract

Information:

FULLY EXECUTED
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Valid From: 07/01/2016 To: 06/30/2023

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

Your SAP Vendor Number with us: 211326

Supplier Name/Address:
GENESYS TELECOMMUNICATIONS LABS INC
2001 JUNIPERO SERRA BLVD FL 9
DALY CITY   CA   94014-3891   US

Supplier Phone Number: 917-912-5680

Purchasing Agent
Name: Booher Barbara
Phone: 717-346-4294
Fax:

Please Deliver To:

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

Contract Name:
Enterprise Contact Center Services

Payment Terms
NET 45 DAYS

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	Implementation Engineer Services	0.000	Hour	175.00	1	0.00

Item Text
Services Rate - Implementation Engineer Services

2	Program Manager Services	0.000	Hour	175.00	1	0.00

Item Text
Services Rate - Program Manager Services

3	Project Coordination Services	0.000	Hour	175.00	1	0.00

Item Text
Services Rate - Project Coordination Services

4	Project Engineer Services	0.000	Hour	175.00	1	0.00

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

Supplier Name:
GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	Item Text					
	Services Rate - Project Engineer Services					
	--					
5	Project Manager Services	0.000	Hour	175.00	1	0.00
	Item Text					
	Services Rate - Project Manager Services					
	--					
6	Labor Rate	0.000	Hour	175.00	1	0.00
	Item Text					
	Services Rate - Labor Rate					
	--					
7	Agent w/support	0.000	Each	94.00	1	0.00
	Item Text					
	Cost with Administrative Support - Agent					
	--					
8	Supervisor w/support	0.000	Each	64.00	1	0.00
	Item Text					
	Cost with Administrative Support - Supervisor					
	--					
9	Toll Free Calling w/support	0.000	Each	1.80	100	0.00
	Item Text					
	Cost with Administrative Support - Toll Free Calling					
	--					
10	Local Call w/support	0.000	Each	1.10	100	0.00
	Item Text					
	Cost with Administrative Support - Local Call					
	--					
11	Outbound Calling w/support	0.000	Each	0.02	1	0.00
	Item Text					
	Cost with Administrative Support - Outbound Calling					
	--					
12	Port or Queue Slot w/support	0.000	Each	60.00	1	0.00
	Item Text					
	Cost with Administrative Support - Port or Queue Slot					
	--					
13	Work Force Mgt w/support	0.000	Each	25.00	1	0.00
	Item Text					
	Cost with Administrative Support - Work Force Mgt					

Information:

FULLY EXECUTED
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Valid From: 07/01/2016 To: 06/30/2023

Supplier Name:
GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
14	Call Recording w/support	0.000	Each	22.00	1	0.00

Item Text
Cost with Administrative Support - Call Recording

15	Queued Call Back Agent License w/support	0.000	Each	20.00	1	0.00

Item Text
Cost with Administrative Support - Queued Call Back Agent License

16	Queued Call Back Cloud Port w/support	0.000	Each	35.00	1	0.00

Item Text
Cost with Administrative Support - Queued Call Back Cloud Port

17	SMS messaging rate w/support	0.000	Each	0.04	1	0.00

Item Text
Cost with Administrative Support - SMS messaging rate

18	Agent w/osupport	0.000	Each	78.00	1	0.00

Item Text
Cost without Administrative Support - Agent

19	Supervisor w/osupport	0.000	Each	57.00	1	0.00

Item Text
Cost without Administrative Support - Supervisor

20	Toll Free Calling w/osupport	0.000	Each	1.80	100	0.00

Item Text
Cost without Administrative Support - Toll Free Calling

21	Local Call w/osupport	0.000	Each	1.10	100	0.00

Item Text
Cost without Administrative Support - Local Call

22	Outbound Calling w/osupport	0.000	Each	0.02	1	0.00

Item Text
Cost without Administrative Support - Outbound Calling

Information:

FULLY EXECUTED
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Valid From: 07/01/2016 To: 06/30/2023

Supplier Name:
GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
23	Port or Queue Slot w/osupport	0.000	Each	52.00	1	0.00

Item Text
Cost without Administrative Support - Port or Queue Slot

| 24 | Work Force Mgt w/osupport | 0.000 | Each | 22.00 | 1 | 0.00 |

Item Text
Cost without Administrative Support - Work Force Mgt

| 25 | Call Recording w/osupport | 0.000 | Each | 17.00 | 1 | 0.00 |

Item Text
Cost without Administrative Support - Call Recording

| 26 | Queued Call Back Agent Licensew/osupport | 0.000 | Each | 15.00 | 1 | 0.00 |

Item Text
Cost without Administrative Support - Queued Call Back Agent License

----

| 27 | Queued Call Back Cloud Port w/osupport | 0.000 | Each | 30.00 | 1 | 0.00 |

Item Text
Cost without Administrative Support - Queued Call Back Cloud Port

----

| 28 | SMS messaging rate w/osupport | 0.000 | Each | 0.04 | 1 | 0.00 |

Item Text
Cost without Administrative Support - SMS messaging rate

| 29 | Implementation Engineer Services SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Single Sign On Setup Per Contact Center - Implementation Engineer Services

----

| 30 | Program Manager Services SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Single Sign On Setup Per Contact Center - Program Manager Services

----

| 31 | Project Coordination Services SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Single Sign On Setup Per Contact Center - Project Coordination Services

----

| 32 | Project Engineer Services SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Information:

Supplier Name:
GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total

Item Text
Single Sign On Setup Per Contact Center - Project Engineer Services

----

| 33 | Project Manager Services SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Single Sign On Setup Per Contact Center - Project Manager Services

----

| 34 | Labor Rate SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Single Sign On Setup Per Contact Center - Labor Rate

| 35 | Implementation Engineer Services ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Alternative Call Treatment Per Contact Center - Implementation Engineer Services

----

| 36 | Program Manager Services ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Alternative Call Treatment Per Contact Center - Program Manager Services

----

| 37 | Project Coordination Services ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Alternative Call Treatment Per Contact Center - Project Coordination Services

----

| 38 | Project Engineer Services ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Alternative Call Treatment Per Contact Center - Project Engineer Services

----

| 39 | Project Manager Services ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Alternative Call Treatment Per Contact Center - Project Manager Services

----

| 40 | Labor Rate ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Alternative Call Treatment Per Contact Center - Labor Rate

| 41 | Implementation Engineer Services PD | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Predictive Dialing Per Contact Center - Implementation Engineer Services

Information:

Supplier Name:
GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
42	Program Manager Services PD	0.000	Hour	175.00	1	0.00

Item Text
Predictive Dialing Per Contact Center - Program Manager Services

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
43	Project Coordination Services PD	0.000	Hour	175.00	1	0.00

Item Text
Predictive Dialing Per Contact Center - Project Coordination Services

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
44	Project Engineer Services PD	0.000	Hour	175.00	1	0.00

Item Text
Predictive Dialing Per Contact Center - Project Engineer Services

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
45	Project Manager Services PD	0.000	Hour	175.00	1	0.00

Item Text
Predictive Dialing Per Contact Center - Project Manager Services

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
46	Labor Rate PD	0.000	Hour	175.00	1	0.00

Item Text
Predictive Dialing Per Contact Center - Labor Rate

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
47	Professional Services	0.000	Each	1,084,815.00	1	0.00

Valid from 10/25/2016 to 05/07/2017
Price(Contract/Bid)   1,084,815.00 USD   1 EA
Valid from 05/08/2017 to 05/09/2017
Price(Contract/Bid)   0.00 USD   1 EA
Valid from 05/10/2017 to 12/31/9999
Price(Contract/Bid)   1,084,815.00 USD   1 EA

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
48	Cloud IVR Survey - Voice - w/support	0.000	Each	20.00	1	0.00
49	Premier IVR Minute - w/support	1.000	Each	0.06	1	0.06
50	Group Voicemail - w/support	1.000	Each	12.00	1	12.00
51	Individual Voicemail - w/support	0.000	Each	12.00	1	0.00

Information:

FULLY EXECUTED
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Valid From: 07/01/2016 To: 06/30/2023

Supplier Name:
GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
52	Genesys University Train & Enablement -	13,746.000	Each	100.00	1	1,374,600.00
53	Cloud Contact Center G-Plus for SFDC - w	1.000	Each	20.00	1	20.00
54	Cloud CC Data Storage CR-SR-VM - w/suppo	1.000	Each	5.00	1	5.00
55	Cloud CC Nuance ASR - Add Language - w/s	0.000	Each	15.00	1	0.00
56	Cloud CC Infomart Data Export - w/suppor	1.000	Each	2,000.00	1	2,000.00
57	Cloud CC Text-To-Speech (TTS) Add Lang -	1.000	Each	10.00	1	10.00
58	Web Callback - w/support	1.000	Each	20.00	1	20.00
59	Cloud Contact Center QM - w/support	1.000	Each	20.00	1	20.00
60	Fraud Detection Phone / Voice Printing -	1.000	Each	0.25	1	0.25
61	Cloud IVR Survey - Voice - wo/support	0.000	Each	17.00	1	0.00
62	Premier IVR Minute - wo/support	1.000	Each	0.06	1	0.06
63	Group Voicemail - wo/support	0.000	Each	10.00	1	0.00

Item Text
Changed quantity line item 63 from 1.000 to 0.000 per agency. BB 12.18.18

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
64	Individual Voicemail - wo/support	0.000	Each	10.00	1	0.00
65	Genesys University Train& Enablement - w	212.000	Each	100.00	1	21,200.00

Information:

FULLY EXECUTED
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Valid From: 07/01/2016 To: 06/30/2023

Supplier Name:
GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
66	Cloud Contact Center G-Plus for SFDC - w	1.000	Each	14.00	1	14.00
67	Cloud CC Data Storage CR-SR-VM - wo/supp	1.000	Each	5.00	1	5.00
68	Cloud CC Nuance ASR - Add Language - wo/	1.000	Each	12.00	1	12.00
69	Cloud CC Infomart Data Export - wo/suppo	1.000	Each	2,000.00	1	2,000.00
70	Cloud CC Text-To-Speech (TTS) Add Lng -	1.000	Each	8.00	1	8.00
71	Web Callback - wo/support	1.000	Each	14.00	1	14.00
72	Cloud Contact Center QM - wo/support	1.000	Each	14.00	1	14.00
73	SIP Endpoint for Agent Desktop - wo/supp	1.000	Each	0.25	1	0.25
74	Fraud Detection Case Manager - w/support	1.000	Each	300,000.00	1	300,000.00
75	Fraud Detection Appliance Init License -	1.000	Each	3,000.00	1	3,000.00
76	Fraud Detection Appliance AnnLic+Maint -	1.000	Each	4,000.00	1	4,000.00
77	MPLS VRF	0.000	Each	8,592.00	1	0.00

Item Text
Private secured connection via dedicated connectivity

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
78	MPLS 800 Meg on 10GB Circuit	0.000	Each	14,658.86	1	0.00

Item Text
Cloud resource connectivity with burstability up to 10GB to support future needs

Information:

FULLY EXECUTED
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Valid From: 07/01/2016 To: 06/30/2023

Supplier Name:
GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
79	MPLS One-Time Setup Fee	0.000	Each	46,501.72	1	0.00

Item Text
One time setup fee for MPLS

| 80 | Interaction Recording and Storage | 0.000 | Each | 25.00 | 1 | 0.00 |

Item Text
Voice recording capability plus storage for 365 days for 100 percent call recording and 20 percent screen
recording

| 81 | Custom Application Support for L&I ONLY | 0.000 | Each | 4,190.00 | 1 | 0.00 |

| 82 | Hosting fee for Labor and Industry ONLY | 0.000 | Each | 2,400.00 | 1 | 0.00 |

| 83 | Voicebots Minutes - per 10,000 units | 0.000 | Each | 500.00 | 10 | 0.00 |

Valid from 05/06/2019 to 06/09/2020
Price(Contract/Bid)   2,400.00 USD   1 EA

Valid from 06/10/2020 to 12/31/9999
Price(Contract/Bid)   500.00 USD   10 EA

| 84 | Voicebots Minutes -Unlimited DLI UC Only | 0.000 | Each | 416,667.00 | 1 | 0.00 |

Valid from 05/06/2019 to 06/09/2020
Price(Contract/Bid)   2,400.00 USD   1 EA

Valid from 06/10/2020 to 12/31/9999
Price(Contract/Bid)   416,667.00 USD   1 EA

| 85 | Advanced Chat | 0.000 | Each | 24.32 | 1 | 0.00 |

Valid from 05/06/2019 to 06/09/2020
Price(Contract/Bid)   2,400.00 USD   1 EA

Valid from 06/10/2020 to 12/31/9999
Price(Contract/Bid)   24.32 USD   1 EA

| 86 | Voicebots Intxn | 0.000 | Each | 0.38 | 1 | 0.00 |

Valid from 05/06/2019 to 06/09/2020
Price(Contract/Bid)   2,400.00 USD   1 EA

Valid from 06/10/2020 to 12/31/9999
Price(Contract/Bid)   0.38 USD   1 EA

Information:

FULLY EXECUTED
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Valid From: 07/01/2016 To: 06/30/2023

Supplier Name:
GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
87	Voicebots Minutes	0.000	Each	0.16	1	0.00
	Valid from 05/06/2019 to 06/09/2020 Price(Contract/Bid) 2,400.00 USD 1 EA					
	Valid from 06/10/2020 to 12/31/9999 Price(Contract/Bid) 0.16 USD 1 EA					
88	Chatbot	0.000	Each	0.19	1	0.00
	Valid from 05/06/2019 to 06/09/2020 Price(Contract/Bid) 2,400.00 USD 1 EA					
	Valid from 06/10/2020 to 12/31/9999 Price(Contract/Bid) 0.19 USD 1 EA					
89	Predictive Routing for Cust. Srvc	0.000	Each	0.08	1	0.00
	Valid from 05/06/2019 to 06/09/2020 Price(Contract/Bid) 2,400.00 USD 1 EA					
	Valid from 06/10/2020 to 12/31/9999 Price(Contract/Bid) 0.08 USD 1 EA					
90	Agent Assist w/Google Agent Fee per Hour	0.000	Each	1.03	1	0.00
	Valid from 05/06/2019 to 06/09/2020 Price(Contract/Bid) 2,400.00 USD 1 EA					
	Valid from 06/10/2020 to 12/31/9999 Price(Contract/Bid) 1.03 USD 1 EA					
91	WebRTC Internet Connection	0.000	Each	8.00	1	0.00
92	TETFN Lease	0.000	Each	2.00	1	0.00
93	TETFN per Message	0.000	Each	0.15	10	0.00
94	MMS TETFN	0.000	Each	0.04	1	0.00
95	Email Messaging	0.000	Each	0.96	100	0.00
96	Email IP and Domain Name Setup Fee	0.000	Each	757.50	1	0.00

Information:

 FULLY EXECUTED
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Valid From: 07/01/2016 To: 06/30/2023

Supplier Name:
GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
97	Email IP and Domain Name (Monthly)	0.000	Each	63.13	1	0.00

General Requirements for all Items:

Header Text

1/18/18 - Amendment 1 is being incorporated to add theCOSTARS program to the Contract. bsp

9/29/2020 - Contract has been renewed for 2 years through June 30, 2023. This is the final renewal years on
the contract, 0 renewals remain. tms

No further information for this Contract

Information:

FULLY EXECUTED
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Valid From: 07/01/2016 To: 06/30/2021

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

Your SAP Vendor Number with us: 211326

Supplier Name/Address:
GENESYS TELECOMMUNICATIONS LABS INC
2001 JUNIPERO SERRA BLVD FL 9
DALY CITY   CA   94014-3891   US

Supplier Phone Number: 917-912-5680

Purchasing Agent
Name: Booher Barbara
Phone: 717-346-4294
Fax:

Please Deliver To:

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

Contract Name:
Enterprise Contact Center Services

Payment Terms
NET 45 DAYS

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	Implementation Engineer Services	0.000	Hour	175.00	1	0.00

Item Text
Services Rate - Implementation Engineer Services

2	Program Manager Services	0.000	Hour	175.00	1	0.00

Item Text
Services Rate - Program Manager Services

3	Project Coordination Services	0.000	Hour	175.00	1	0.00

Item Text
Services Rate - Project Coordination Services

4	Project Engineer Services	0.000	Hour	175.00	1	0.00

Information:

Supplier's Signature _____   Title _____

Printed Name _____   Date _____

	Supplier Name: GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
Item Text						
Services Rate - Project Engineer Services						
--						
5	Project Manager Services	0.000	Hour	175.00	1	0.00
Item Text						
Services Rate - Project Manager Services						
--						
6	Labor Rate	0.000	Hour	175.00	1	0.00
Item Text						
Services Rate - Labor Rate						
--						
7	Agent w/support	0.000	Each	94.00	1	0.00
Item Text						
Cost with Administrative Support - Agent						
--						
8	Supervisor w/support	0.000	Each	64.00	1	0.00
Item Text						
Cost with Administrative Support - Supervisor						
--						
9	Toll Free Calling w/support	0.000	Each	1.80	100	0.00
Item Text						
Cost with Administrative Support - Toll Free Calling						
--						
10	Local Call w/support	0.000	Each	1.10	100	0.00
Item Text						
Cost with Administrative Support - Local Call						
--						
11	Outbound Calling w/support	0.000	Each	0.02	1	0.00
Item Text						
Cost with Administrative Support - Outbound Calling						
--						
12	Port or Queue Slot w/support	0.000	Each	60.00	1	0.00
Item Text						
Cost with Administrative Support - Port or Queue Slot						
--						
13	Work Force Mgt w/support	0.000	Each	25.00	1	0.00
Item Text						
Cost with Administrative Support - Work Force Mgt						

Information:

FULLY EXECUTED
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Valid From: 07/01/2016 To: 06/30/2021

Supplier Name:
GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
14	Call Recording w/support	0.000	Each	22.00	1	0.00

Item Text
Cost with Administrative Support - Call Recording

15	Queued Call Back Agent License w/support	0.000	Each	20.00	1	0.00

Item Text
Cost with Administrative Support - Queued Call Back Agent License

16	Queued Call Back Cloud Port w/support	0.000	Each	35.00	1	0.00

Item Text
Cost with Administrative Support - Queued Call Back Cloud Port

17	SMS messaging rate w/support	0.000	Each	0.04	1	0.00

Item Text
Cost with Administrative Support - SMS messaging rate

18	Agent w/osupport	0.000	Each	78.00	1	0.00

Item Text
Cost without Administrative Support - Agent

19	Supervisor w/osupport	0.000	Each	57.00	1	0.00

Item Text
Cost without Administrative Support - Supervisor

20	Toll Free Calling w/osupport	0.000	Each	1.80	100	0.00

Item Text
Cost without Administrative Support - Toll Free Calling

21	Local Call w/osupport	0.000	Each	1.10	100	0.00

Item Text
Cost without Administrative Support - Local Call

22	Outbound Calling w/osupport	0.000	Each	0.02	1	0.00

Item Text
Cost without Administrative Support - Outbound Calling

Information:

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	FULLY EXECUTED Contract Number: 4400015717 Original Contract Effective Date: 06/30/2016 Valid From: 07/01/2016 To: 06/30/2021
	Supplier Name: GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
23	Port or Queue Slot w/osupport	0.000	Each	52.00	1	0.00

Item Text

Cost without Administrative Support - Port or Queue Slot

| 24 | Work Force Mgt w/osupport | 0.000 | Each | 22.00 | 1 | 0.00 |

Item Text

Cost without Administrative Support - Work Force Mgt

| 25 | Call Recording w/osupport | 0.000 | Each | 17.00 | 1 | 0.00 |

Item Text

Cost without Administrative Support - Call Recording

| 26 | Queued Call Back Agent Licensew/osupport | 0.000 | Each | 15.00 | 1 | 0.00 |

Item Text

Cost without Administrative Support - Queued Call Back Agent License

----

| 27 | Queued Call Back Cloud Port w/osupport | 0.000 | Each | 30.00 | 1 | 0.00 |

Item Text

Cost without Administrative Support - Queued Call Back Cloud Port

----

| 28 | SMS messaging rate w/osupport | 0.000 | Each | 0.04 | 1 | 0.00 |

Item Text

Cost without Administrative Support - SMS messaging rate

| 29 | Implementation Engineer Services SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text

Single Sign On Setup Per Contact Center - Implementation Engineer Services

----

| 30 | Program Manager Services SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text

Single Sign On Setup Per Contact Center - Program Manager Services

----

| 31 | Project Coordination Services SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text

Single Sign On Setup Per Contact Center - Project Coordination Services

----

| 32 | Project Engineer Services SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Information:

FULLY EXECUTED
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Valid From: 07/01/2016 To: 06/30/2021

Supplier Name:
GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total

Item Text
Single Sign On Setup Per Contact Center - Project Engineer Services

----

| 33 | Project Manager Services SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Single Sign On Setup Per Contact Center - Project Manager Services

----

| 34 | Labor Rate SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Single Sign On Setup Per Contact Center - Labor Rate

| 35 | Implementation Engineer Services ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Alternative Call Treatment Per Contact Center - Implementation Engineer Services

----

| 36 | Program Manager Services ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Alternative Call Treatment Per Contact Center - Program Manager Services

----

| 37 | Project Coordination Services ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Alternative Call Treatment Per Contact Center - Project Coordination Services

----

| 38 | Project Engineer Services ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Alternative Call Treatment Per Contact Center - Project Engineer Services

----

| 39 | Project Manager Services ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Alternative Call Treatment Per Contact Center - Project Manager Services

----

| 40 | Labor Rate ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Alternative Call Treatment Per Contact Center - Labor Rate

| 41 | Implementation Engineer Services PD | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Predictive Dialing Per Contact Center - Implementation Engineer Services

Information:

FULLY EXECUTED
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Valid From: 07/01/2016 To: 06/30/2021

Supplier Name:
GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
42	Program Manager Services PD	0.000	Hour	175.00	1	0.00

Item Text
Predictive Dialing Per Contact Center - Program Manager Services

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
43	Project Coordination Services PD	0.000	Hour	175.00	1	0.00

Item Text
Predictive Dialing Per Contact Center - Project Coordination Services

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
44	Project Engineer Services PD	0.000	Hour	175.00	1	0.00

Item Text
Predictive Dialing Per Contact Center - Project Engineer Services

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
45	Project Manager Services PD	0.000	Hour	175.00	1	0.00

Item Text
Predictive Dialing Per Contact Center - Project Manager Services

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
46	Labor Rate PD	0.000	Hour	175.00	1	0.00

Item Text
Predictive Dialing Per Contact Center - Labor Rate

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
47	Professional Services	0.000	Each	1,084,815.00	1	0.00

Valid from 10/25/2016 to 05/07/2017
Price(Contract/Bid)   1,084,815.00 USD   1 EA
Valid from 05/08/2017 to 05/09/2017
Price(Contract/Bid)   0.00 USD   1 EA
Valid from 05/10/2017 to 12/31/9999
Price(Contract/Bid)   1,084,815.00 USD   1 EA

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
48	Cloud IVR Survey - Voice - w/support	0.000	Each	20.00	1	0.00
49	Premier IVR Minute - w/support	1.000	Each	0.06	1	0.06
50	Group Voicemail - w/support	1.000	Each	12.00	1	12.00
51	Individual Voicemail - w/support	0.000	Each	12.00	1	0.00

Information:

FULLY EXECUTED
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Valid From: 07/01/2016 To: 06/30/2021

Supplier Name:
GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
52	Genesys University Train & Enablement -	13,746.000	Each	100.00	1	1,374,600.00
53	Cloud Contact Center G-Plus for SFDC - w	1.000	Each	20.00	1	20.00
54	Cloud CC Data Storage CR-SR-VM - w/suppo	1.000	Each	5.00	1	5.00
55	Cloud CC Nuance ASR - Add Language - w/s	0.000	Each	15.00	1	0.00
56	Cloud CC Infomart Data Export - w/suppor	1.000	Each	2,000.00	1	2,000.00
57	Cloud CC Text-To-Speech (TTS) Add Lang -	1.000	Each	10.00	1	10.00
58	Web Callback - w/support	1.000	Each	20.00	1	20.00
59	Cloud Contact Center QM - w/support	1.000	Each	20.00	1	20.00
60	Fraud Detection Phone / Voice Printing -	1.000	Each	0.25	1	0.25
61	Cloud IVR Survey - Voice - wo/support	0.000	Each	17.00	1	0.00
62	Premier IVR Minute - wo/support	1.000	Each	0.06	1	0.06
63	Group Voicemail - wo/support	0.000	Each	10.00	1	0.00

Item Text
Changed quantity line item 63 from 1.000 to 0.000 per agency. BB 12.18.18

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
64	Individual Voicemail - wo/support	0.000	Each	10.00	1	0.00
65	Genesys University Train& Enablement - w	212.000	Each	100.00	1	21,200.00

Information:

FULLY EXECUTED
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Valid From: 07/01/2016 To: 06/30/2021

Supplier Name:
GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
66	Cloud Contact Center G-Plus for SFDC - w	1.000	Each	14.00	1	14.00
67	Cloud CC Data Storage CR-SR-VM - wo/supp	1.000	Each	5.00	1	5.00
68	Cloud CC Nuance ASR - Add Language - wo/	1.000	Each	12.00	1	12.00
69	Cloud CC Infomart Data Export - wo/suppo	1.000	Each	2,000.00	1	2,000.00
70	Cloud CC Text-To-Speech (TTS) Add Lng -	1.000	Each	8.00	1	8.00
71	Web Callback - wo/support	1.000	Each	14.00	1	14.00
72	Cloud Contact Center QM - wo/support	1.000	Each	14.00	1	14.00
73	SIP Endpoint for Agent Desktop - wo/supp	1.000	Each	0.25	1	0.25
74	Fraud Detection Case Manager - w/support	1.000	Each	300,000.00	1	300,000.00
75	Fraud Detection Appliance Init License -	1.000	Each	3,000.00	1	3,000.00
76	Fraud Detection Appliance AnnLic+Maint -	1.000	Each	4,000.00	1	4,000.00
77	MPLS VRF	0.000	Each	8,592.00	1	0.00

Item Text
Private secured connection via dedicated connectivity

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
78	MPLS 800 Meg on 10GB Circuit	0.000	Each	14,658.86	1	0.00

Item Text
Cloud resource connectivity with burstability up to 10GB to support future needs

Information:

FULLY EXECUTED
Contract Number: 4400015717
Original Contract Effective Date: 06/30/2016
Valid From: 07/01/2016 To: 06/30/2021

Supplier Name:
GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
79	MPLS One-Time Setup Fee	0.000	Each	46,501.72	1	0.00

Item Text
One time setup fee for MPLS

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
80	Interaction Recording and Storage	0.000	Each	25.00	1	0.00

Item Text
Voice recording capability plus storage for 365 days for 100 percent call recording and 20 percent screen
recording

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
81	Custom Application Support for L&I ONLY	0.000	Each	4,190.00	1	0.00

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
82	Hosting fee for Labor and Industry ONLY	0.000	Each	2,400.00	1	0.00

General Requirements for all Items:

Header Text
1/18/18 - Amendment 1 is being incorporated to add theCOSTARS program to the Contract. bsp

No further information for this Contract

Information:

FULLY EXECUTED
Contract Number: 4400015717
Contract Effective Date: 06/30/2016
Valid From: 07/01/2016 To: 06/30/2019

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

Your SAP Vendor Number with us: 211326

Supplier Name/Address:
GENESYS TELECOMMUNICATIONS LABS INC
2001 JUNIPERO SERRA BLVD FL 9
DALY CITY   CA   94014-3891   US

Supplier Phone Number: 917-912-5680

Purchasing Agent
Name: Booher Barbara
Phone: 717-346-4294
Fax:

Please Deliver To:

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

Contract Name:
Enterprise Contact Center Services

Payment Terms
NET 45 DAYS

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	Implementation Engineer Services	0.000	Hour	175.00	1	0.00

Item Text
Services Rate - Implementation Engineer Services

| 2 | Program Manager Services | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Services Rate - Program Manager Services

| 3 | Project Coordination Services | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Services Rate - Project Coordination Services

| 4 | Project Engineer Services | 0.000 | Hour | 175.00 | 1 | 0.00 |

Information:

Supplier's Signature _____   Title _____

Printed Name _____   Date _____

FULLY EXECUTED
Contract Number: 4400015717
Contract Effective Date: 06/30/2016
Valid From: 07/01/2016 To: 06/30/2019

Supplier Name:
GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	Item Text					
	Services Rate - Project Engineer Services					

5	Project Manager Services	0.000	Hour	175.00	1	0.00
	Item Text					
	Services Rate - Project Manager Services					

6	Labor Rate	0.000	Hour	175.00	1	0.00
	Item Text					
	Services Rate - Labor Rate					

7	Agent w/support	0.000	Each	94.00	1	0.00
	Item Text					
	Cost with Administrative Support - Agent					

8	Supervisor w/support	0.000	Each	64.00	1	0.00
	Item Text					
	Cost with Administrative Support - Supervisor					

9	Toll Free Calling w/support	0.000	Each	1.80	100	0.00
	Item Text					
	Cost with Administrative Support - Toll Free Calling					

10	Local Call w/support	0.000	Each	1.10	100	0.00
	Item Text					
	Cost with Administrative Support - Local Call					

11	Outbound Calling w/support	0.000	Each	0.02	1	0.00
	Item Text					
	Cost with Administrative Support - Outbound Calling					

12	Port or Queue Slot w/support	0.000	Each	60.00	1	0.00
	Item Text					
	Cost with Administrative Support - Port or Queue Slot					

13	Work Force Mgt w/support	0.000	Each	25.00	1	0.00
	Item Text					
	Cost with Administrative Support - Work Force Mgt					

Information:

FULLY EXECUTED
Contract Number: 4400015717
Contract Effective Date: 06/30/2016
Valid From: 07/01/2016 To: 06/30/2019

Supplier Name:
GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
14	Call Recording w/support	0.000	Each	22.00	1	0.00

Item Text
Cost with Administrative Support - Call Recording

| 15 | Queued Call Back Agent License w/support | 0.000 | Each | 20.00 | 1 | 0.00 |

Item Text
Cost with Administrative Support - Queued Call Back Agent License

| 16 | Queued Call Back Cloud Port w/support | 0.000 | Each | 35.00 | 1 | 0.00 |

Item Text
Cost with Administrative Support - Queued Call Back Cloud Port

| 17 | SMS messaging rate w/support | 0.000 | Each | 0.04 | 1 | 0.00 |

Item Text
Cost with Administrative Support - SMS messaging rate

| 18 | Agent w/osupport | 0.000 | Each | 78.00 | 1 | 0.00 |

Item Text
Cost without Administrative Support - Agent

| 19 | Supervisor w/osupport | 0.000 | Each | 57.00 | 1 | 0.00 |

Item Text
Cost without Administrative Support - Supervisor

| 20 | Toll Free Calling w/osupport | 0.000 | Each | 1.80 | 100 | 0.00 |

Item Text
Cost without Administrative Support - Toll Free Calling

| 21 | Local Call w/osupport | 0.000 | Each | 1.10 | 100 | 0.00 |

Item Text
Cost without Administrative Support - Local Call

| 22 | Outbound Calling w/osupport | 0.000 | Each | 0.02 | 1 | 0.00 |

Item Text
Cost without Administrative Support - Outbound Calling

Information:

FULLY EXECUTED
Contract Number: 4400015717
Contract Effective Date: 06/30/2016
Valid From: 07/01/2016 To: 06/30/2019

Supplier Name:
GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
23	Port or Queue Slot w/osupport	0.000	Each	52.00	1	0.00

Item Text
Cost without Administrative Support - Port or Queue Slot

| 24 | Work Force Mgt w/osupport | 0.000 | Each | 22.00 | 1 | 0.00 |

Item Text
Cost without Administrative Support - Work Force Mgt

| 25 | Call Recording w/osupport | 0.000 | Each | 17.00 | 1 | 0.00 |

Item Text
Cost without Administrative Support - Call Recording

| 26 | Queued Call Back Agent Licensew/osupport | 0.000 | Each | 15.00 | 1 | 0.00 |

Item Text
Cost without Administrative Support - Queued Call Back Agent License

----

| 27 | Queued Call Back Cloud Port w/osupport | 0.000 | Each | 30.00 | 1 | 0.00 |

Item Text
Cost without Administrative Support - Queued Call Back Cloud Port

----

| 28 | SMS messaging rate w/osupport | 0.000 | Each | 0.04 | 1 | 0.00 |

Item Text
Cost without Administrative Support - SMS messaging rate

| 29 | Implementation Engineer Services SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Single Sign On Setup Per Contact Center - Implementation Engineer Services

----

| 30 | Program Manager Services SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Single Sign On Setup Per Contact Center - Program Manager Services

----

| 31 | Project Coordination Services SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Single Sign On Setup Per Contact Center - Project Coordination Services

----

| 32 | Project Engineer Services SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Information:

FULLY EXECUTED
Contract Number: 4400015717
Contract Effective Date: 06/30/2016
Valid From: 07/01/2016 To: 06/30/2019

Supplier Name:
GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total

Item Text
Single Sign On Setup Per Contact Center - Project Engineer Services

----

| 33 | Project Manager Services SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Single Sign On Setup Per Contact Center - Project Manager Services

----

| 34 | Labor Rate SSO | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Single Sign On Setup Per Contact Center - Labor Rate

| 35 | Implementation Engineer Services ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Alternative Call Treatment Per Contact Center - Implementation Engineer Services

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| 36 | Program Manager Services ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Alternative Call Treatment Per Contact Center - Program Manager Services

----

| 37 | Project Coordination Services ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Alternative Call Treatment Per Contact Center - Project Coordination Services

----

| 38 | Project Engineer Services ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Alternative Call Treatment Per Contact Center - Project Engineer Services

----

| 39 | Project Manager Services ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Alternative Call Treatment Per Contact Center - Project Manager Services

----

| 40 | Labor Rate ACT | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Alternative Call Treatment Per Contact Center - Labor Rate

| 41 | Implementation Engineer Services PD | 0.000 | Hour | 175.00 | 1 | 0.00 |

Item Text
Predictive Dialing Per Contact Center - Implementation Engineer Services

Information:

FULLY EXECUTED
Contract Number: 4400015717
Contract Effective Date: 06/30/2016
Valid From: 07/01/2016 To: 06/30/2019

Supplier Name:
GENESYS TELECOMMUNICATIONS LABS INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
42	Program Manager Services PD	0.000	Hour	175.00	1	0.00

Item Text
Predictive Dialing Per Contact Center - Program Manager Services

43	Project Coordination Services PD	0.000	Hour	175.00	1	0.00

Item Text
Predictive Dialing Per Contact Center - Project Coordination Services

44	Project Engineer Services PD	0.000	Hour	175.00	1	0.00

Item Text
Predictive Dialing Per Contact Center - Project Engineer Services

45	Project Manager Services PD	0.000	Hour	175.00	1	0.00

Item Text
Predictive Dialing Per Contact Center - Project Manager Services

46	Labor Rate PD	0.000	Hour	175.00	1	0.00

Item Text
Predictive Dialing Per Contact Center - Labor Rate

General Requirements for all Items:

No further information for this Contract

Information:

OA-2017-054

Contract Number 4400015717
Amendment Number 1

AMENDMENT ONE TO THE

CONTRACT BETWEEN

COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF ADMINISTRATION

AND

GENESYS TELECOMMUNICATIONS LABORATORIES, INC.

THIS AMENDMENT Number 1 is made to Contract Number 4400015717 previously executed by and between the Commonwealth of Pennsylvania, acting through the Governor's Office of Administration ("OA"), and Genesys Telecommunications Laboratories, Inc., located at 2001 Junipero Serra Boulevard, Daly City, California 94014 ("Contractor"). The OA and the Contractor agree to amend Contract Number 4400015717, which became effective on July 1, 2016, as follows:

1. The Contractor agrees to sell the awarded items/services at the same hourly rates and/or costs per unit prices, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract. The Contractor also agrees to pay the applicable Administrative Fee of $1500 prior to the effective date of this Amendment Number 1 to Contract Number 4400015717, at the beginning of each contract year and upon each contract renewal date.

2. As a COSTARS supplier, the Contractor shall adhere to the following:

    COSTARS Purchasers. Section 1902 of the *Commonwealth Procurement Code*, 62 Pa. C. S. § 1902 ("Section 1902"), authorizes local public procurement units and state-affiliated entities (together, "COSTARS Members") to participate in Commonwealth procurement contracts that the Department of General Services ("DGS") may choose to make available to COSTARS Members. DGS has identified this Contract as one which will be made available for COSTARS Members' participation.

    (a) Only those entities registered with DGS are authorized to participate as COSTARS Members in this Contract. A COSTARS Member may be either a local public procurement unit or a state-affiliated entity.

        (i) A "local public procurement unit" is:

            (1) Any political subdivision (local government unit), such as a municipality, school district, or commission;

(2)   Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);

(3)   Any tax-exempt, nonprofit educational institution or organization;

(4)   Any tax-exempt, nonprofit public health institution or organization;

(5)   Any nonprofit fire, rescue, or ambulance company; and

(6)   Any other entity that spends public funds for the procurement of supplies, services, and construction (such as a council of governments, an area government, or an organization that receives public grant funds).

The Department reserves the right to review and determine eligible applicants as local public procurement units on a case-by-case basis.

(ii)   A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:

(1)   The Pennsylvania Turnpike Commission;

(2)   The Pennsylvania Housing Finance Agency;

(3)   The Pennsylvania Municipal Retirement System;

(4)   The Pennsylvania Infrastructure Investment Authority;

(5)   The State Public School Building Authority;

(6)   The Pennsylvania Higher Education Facilities Authority, and

(7)   The State System of Higher Education.

The COSTARS Program is not available for use by Executive Agencies and Independent Agencies as defined by the *Commonwealth Procurement Code*, or any agency or entity using funds appropriated to the Department of General Services through Capital Budget Project Itemization legislation for the procurement of furniture, fixtures, and equipment.

(iii)   A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the Contract can be found at http://www.costars.state.pa.us/SearchCOMember.aspx.

(b)   COSTARS Members have the option to purchase from this Contract, from any DGS contract established exclusively for COSTARS Members in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that a COSTARS Member will place an order under this Contract, and that the decision to procure from this Contract is within the sole discretion of each COSTARS Member.

(c)   DGS is acting as a facilitator for COSTARS Members who may wish to purchase under this Contract. COSTARS Members that participate in this Contract and issue purchase orders ("POs") to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this Contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a COSTARS Member unless substantial interests of the Commonwealth are involved.

(d)   COSTARS Members electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.

(e)   Those Contractors electing to permit COSTARS Members to procure from this Contract shall pay the Required Administrative Fee applicable to the Contractor's classification:

Contractor Classification	Required Administrative Fee
DGS-verified Small Diverse Business Bidder	$166
DGS Self-Certified Small Business Bidder	$500
All Other Bidders	$1,500

(i)   Each bidder electing to permit COSTARS Members to participate in the Contract must submit the COSTARS Program Election to Participate form with its bid submittal and pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the bidder is a Department of General Services Self-Certified Small Business or

Department of General Services-verified Small Diverse Business, a copy of its active Small Business Contracting Program certificate must be included with the bid submittal.

(ii) At the beginning of each Contract year and upon any Contract renewal, the Contractor shall submit a check for the required amount, payable to "Commonwealth of PA." The Contractor must pay the Administrative Fee at each contract renewal date to continue to sell the awarded items/services to COSTARS Members.

(f) DGS has registered the COSTARS name and logo (together, the "COSTARS Brand") as a trademark with the Pennsylvania Department of State. Therefore, the Contractor may use the COSTARS Brand only as permitted under in this Subsection.

(i) The Contractor shall pay the Administrative Fee covering its participation in the program, including without limitation any use of the COSTARS Brand, for each year of the Contract period. The fee is payable upon Contract award and prior to the renewal date for each succeeding Contract period.

(ii) DGS grants the Contractor a nonexclusive license to use the COSTARS Brand, subject to the following conditions:

(1) The Contractor agrees not to transfer to any third party, including without limitation any of its subcontractors or suppliers, any privileges it may have to use the COSTARS Brand under this Contract.

(2) The Contractor agrees not to use the COSTARS Brand to represent or imply any Commonwealth endorsement or approval of its products or services.

(3) The Contractor is permitted to use the COSTARS Brand in broadcast, or Internet media solely in connection with this Contract and any other Contract with the Commonwealth under which it has agreed to make sales to COSTARS Purchasers. The Contractor may use the COSTARS Brand on business cards, brochures, and other print publications so long as the purpose is to identify the Contractor as a COSTARS vendor, and only so long as the required Contract fee is kept current.

(4) Should this Contract terminate for any reason, the Contractor agrees promptly to remove the COSTARS

Brand from any and all print and electronic media and to refrain from using the COSTARS Brand for any purpose whatsoever from the date of Contract termination forward.

(5) The Contractor agrees to defend, indemnify, and hold harmless the Commonwealth of Pennsylvania and DGS from and against all claims, demands, liabilities, obligations, costs, and expenses of any nature whatsoever arising out of or based upon the Contractor's use of the COSTARS Brand.

(6) The Contractor agrees it has no property rights in the use of the COSTARS Brand by virtue of this nonexclusive license. The Contractor expressly waives any claims, including without limitation due process claims that may otherwise be available under the law in the event of any dispute involving these terms of use.

(g) The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter's Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.

(i) The Contractor shall submit the reports through the web-based COSTARS Suppliers' Gateway of the PA Supplier Portal at https://pasupplierportal.state.pa.us/irj/portal/anonymous, Enterprise Applications. If a Contractor does not have access to the Internet, the Contractor shall send the reports, using the form and in the format prescribed by DGS, on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1914.

(ii) For each PO received, the Contractor shall include on the report the name and address of each COSTARS-Registered Purchaser that has used the Contract along with the sales date, and dollar volume of sales to the specific Purchaser for the reporting period.

(iii) DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.

(h) Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at www.costars.state.pa.us.

(i)   If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at www.costars.state.pa.us, where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.

(ii)   Direct all questions concerning the COSTARS Program to:

> Department of General Services
> COSTARS Program
> 555 Walnut Street, 6th Floor
> Harrisburg, PA 17101
> Telephone: 1-866-768-7827
> E-mail GS-PACostars@pa.gov

3.   Once the Contractor signs this Contract Amendment Number 1, the Commonwealth's Contracting Officer will enter this document into the Commonwealth's SAP/SRM system to obtain the required Commonwealth approvals.

4.   This **Amendment Number 1 to Contract Number 4400015717** will be effective following the final required Commonwealth approval. All other terms and conditions that are not hereby amended are to remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have signed this **Amendment Number 1** to **Contract Number 4400015717** as of the dates written below. Execution by the Commonwealth will be as described in the Contract at Appendix 1, IT Contract Terms and Conditions, Section 1.

Witness:

By: ___Maria Kagehiro___

___MARIA KAGEHIRO 11/15/2017___
Printed Name/Date

Title ___Revenue Manager___

CONTRACTOR:

By: ___(signature)___

___Terri Schexnaydre 11-15-17___
Printed Name/Date

Title ___VP, Corporate Controller___

SAP Vendor Number: **211326**

If a corporation, the Chairman, President, Vice-President, Senior Vice-President, Executive Vice-President, Assistant Vice-President, Chief Executive Officer or Chief Operating Officer must sign; if a sole proprietor, then the owner must sign; if a general or limited partnership, a general partner must sign; if a limited liability company, then a member must sign, unless it is a managed by a manager, then the manager must sign; otherwise a resolution indicating authority to bind the corporation must be attached to this Agreement.

COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF ADMINISTRATION

By: ___(signature)___ ___12.14.17___
    Secretary   Date

APPROVED AS TO FORM AND LEGALITY:

___(signature)___ ___12/13/17___
Office of Chief Counsel   Date

___(signature)___ ___12/08/17___
Office of General Counsel   Date

___(signature)___
Office of Attorney General

APPROVED:

To be obtained electronically
Office of the Budget   Date
Office of Comptroller Operations

CONTRACT BETWEEN

COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF ADMINISTRATION

AND

GENESYS TELECOMMUNICATIONS LABORATORIES, INC.

CONTRACT NO.   4400015717

  THIS CONTRACT ("Contract") is by and between the Commonwealth of Pennsylvania (the "Commonwealth"), acting through its Governor's Office of Administration ("OA"), and Genesys Telecommunications Laboratories, Inc., located at 2001 Junipero Serra Boulevard, Daly City, California 94014 (the "Contractor").

WITNESSETH:

  WHEREAS, OA issued a request for proposals, RFP No. 6100035614 (the request for proposals, including all of the referenced appendices and all addenda thereto, is referred to herein as the "RFP"), for an enterprise contact center solution and related services ("ECCS"); and,

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

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

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

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

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

1. The recitals set forth above are incorporated by reference as a material part of this Contract.

2. The Commonwealth and the Contractor agree to be bound by the IT Contract Terms and Conditions, as negotiated, attached hereto as Appendix 1 and made part of this Contract (the "IT Terms and Conditions"). Capitalized terms used but not defined herein shall have the meanings given such terms in the IT Terms and Conditions.

3. The Contractor shall provide the ECCS and related services to the Commonwealth according to this Contract, the RFP and the Proposal. The Commonwealth shall compensate the Contractor as contemplated by the RFP at the rates set forth in the cost submittal of the Proposal.

4. The Contractor agrees to meet and maintain the commitments to small diverse businesses made in the small diverse business submittal of the Proposal. Any proposed change to a small diverse business commitment must be submitted to the Department of General Services' Bureau of Diversity, Inclusion and Small Business Opportunities ("BDISBO"), which will make a recommendation as to a course of action to OA. The Contractor shall complete a Prime Contractor's Quarterly Utilization Report and submit it to OA's Contracting Officer and BDISBO on or before the date which is ten (10) Business Days following the end of each calendar quarter during the Term.

5. The term of this Contract (the "Term") shall commence on the Effective Date and shall expire three (3) years after the Effective Date, subject to the other provisions of this Contract. The Commonwealth's Contracting Officer may extend the Term, at the Commonwealth's sole option, for up to four (4) additional years, in single-year or multiple-year increments, by notice to the Contractor.

6. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:

  1) This Contract; and then

  2) The IT Contract Terms and Conditions which are attached hereto as Appendix 1; and then;

  3) The Proposal, a copy of which is attached hereto as Appendix 2; and then

  4) The RFP, a copy of which is attached hereto as Appendix 3.

7. Following are the addresses of the parties for purposes of Section 52 of the IT Terms and Conditions:

> To the Department: Mr. Kevin Paul
> Director Bureau of Enterprise Services
> Office of Administration
> Commonwealth Technology Center
> 1 Technology Park
> Harrisburg, PA 17110
> (717) 346-2727
> kepaul@pa.gov

To the Contractor: Genesys Legal
Genesys
2001 Junipero Serra Boulevard
Daly City, Ca 94014
Fax: 650.466.1260
Paul.collins@genesys.com

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

Witness: **Genesys Telecommunications Laboratories, Inc.**

Signature Date	███████████████████ Signature Date
Printed Name	███████████████████ Printed Name
	███████████████████ Title

Federal I.D. Number – 94-3120525
SAP Vendor Number – 211326

COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF ADMINISTRATION

By:_____
        Secretary   Date

APPROVED AS TO FORM AND LEGALITY:

_____
Office of Chief Counsel   Date

_____
Office of General Counsel   Date

_____
Office of Attorney General   Date

APPROVED:

_____
Comptroller   Date

Appendix 1

IT CONTRACT
TERMS AND CONDITIONS

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

1. **TERM AND SCOPE OF CONTRACT**

   (a)   The term of the Contract shall commence on the Effective Date and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract. The Effective Date shall be: a) the date the Contract has been fully executed by the Contractor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained or b) the date referenced in the Contract, whichever is later. The Contract shall not be a legally binding contract until after the fully-executed Contract has been sent to the Contractor.

   (b)   The Commonwealth reserves the right to execute the Contract, Purchase Orders or any follow-up Contract documents in ink or electronically. The Contractor understands and agrees that the receipt of an electronically-printed Contract with the printed name of the Commonwealth purchasing agent constitutes a valid, binding contract with the Commonwealth. The printed name of the purchasing agent on the Contract represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Contract. The printed name also indicates that all approvals required by Commonwealth contracting procedures have been obtained.

   (c)   The Contractor shall not start performance until all of the following have occurred: (1) the Effective Date has arrived; (2) the Contractor has received a copy of the fully executed Contract; and (3) the Contractor has received a Purchase Order or other written notice to proceed signed by the Contracting Officer. The Commonwealth shall not be liable to pay the Contractor for any supply furnished or work performed or expenses incurred before the Effective Date or before the Contractor receives a copy of the fully executed Contract or before the Contractor has received a Purchase Order. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date.

   (d)   The Contractor agrees to furnish the requested services to the Commonwealth as such services are defined in this Contract, the Request for Proposals (RFP) and the Contractor's Proposal.

2. **PURCHASE ORDERS**

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

(b)   Purchase Orders will not include an ink signature by the Commonwealth. The electronically-printed name of the purchaser represents the signature of the individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

(c)   Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor.

(d)   Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order.

(e)   Purchase Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

(f)   The Commonwealth and the Contractor specifically agree as follows:

(1)   No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.

(2)   Upon receipt of a Purchase Order, the Contractor shall promptly and properly transmit an acknowledgement in return. Any order which is issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the Commonwealth, unless and until the Commonwealth agency transmitting the order has properly received an acknowledgement.

(3)   The parties agree that no writing shall be required in order to make the order legally binding. The parties hereby agree not to contest the validity or enforceability of the Contract or a genuine Purchase Order or acknowledgement that have been issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements shall be in writing and signed by the party bound thereby. The Contract and any genuine Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of the Contract or any genuine Purchase Order or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

(4)   Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

(g)   Purchase Orders under five thousand dollars ($5,000) in total amount may also be made in person or by telephone using a Commonwealth Procurement Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. The Contractor agrees to accept payment through the use of a Commonwealth Procurement card.

3.   DEFINITIONS

(a)   <u>Contracting Officer</u>. The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.

(b)   <u>Days</u>. Unless specifically indicated otherwise, days mean calendar days.

(c)   <u>Developed Works or Developed Materials</u>. Except for Contractor's internal communications relating to Services of this Contract that are not delivered to the Commonwealth, all documents, sketches, drawings, designs, works, papers, files, reports, data, records, samples or any other literary works, works of authorship, or tangible material authored or prepared by Contractor in carrying out the obligations and services under this Contract, without limitation. The terms are used herein interchangeably. For avoidance of doubt, Developed Works and Developed Materials do not include the Genesys Cloud Services.

(d)   <u>Documentation</u>. A term used to refer to all materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.

(e)   <u>Genesys Cloud Services</u>. Contractor's cloud offerings made available to the Commonwealth pursuant to this Contract as well as the individual services and use of features and functionality of Contractor proprietary software, documentation and supporting facilities comprising those cloud services.

(f)   <u>Proposal</u>. Contractor's response to a Request for Proposals (RFP) issued by the Issuing Agency.

(g)   <u>Services</u>. All Contractor activity necessary to satisfy the Contract.

4.   CONTRACT SCOPE

(a)   If the Contractor must perform work at a Commonwealth facility outside of the daily operational hours set forth by the Commonwealth, it must make arrangements with the Commonwealth to assure access to the facility and equipment. No additional payment will be made on the basis of lack of access, unless the Commonwealth fails to provide access as set out in the RFP.

(b)   Except as set out in this Contract, the Contractor shall not offer for sale or provide Commonwealth agencies with any hardware or software (i.e., personal computers, file servers, laptops, personal computer packaged software, etc.).   Contractor may recommend the use of tools such as hardware and software, without requiring agencies to purchase those tools. Software tools that are <u>NOT</u> on statewide contract will be acquired

through separately procured purchase agreements, and the Contractor shall not be considered for award of such agreements if it has recommended their use.

(c)   Contractor shall comply with the IT standards and policies issued by the Governor's Office of Administration, Office for Information Technology (OA/OIT) (located at: http://www.portal.state.pa.us/portal/server.pt?open=512&objID=416&PageID=210791&mode=2), including the accessibility standards set out in IT Bulletin ACC001, IT Accessibility Policy. The Contractor shall ensure that Services procured under this Contract comply with the applicable standards. In the event such standards change during Contractor's performance, and the Commonwealth requests that Contractor comply with the changed standard, then any incremental costs incurred by Contractor to comply with such changes shall be paid for pursuant to a change order to the Contract.

5.   IDENTIFICATION NUMBER

The Contractor must have a SAP vendor number.

6.   ORDER OF PRECEDENCE

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

(a)   This Contract; then

(b)   The proposal, as accepted by the Commonwealth; and then

(c)   The RFP.

7.   CONTRACT INTEGRATION

(a)   This Contract, including the Contract signature pages, together with the proposal and Best and Final Offer, if any, and the RFP and addenda thereto, if any, that are incorporated herein by reference, constitutes the final, complete, and exclusive Contract between the parties containing all the terms and conditions agreed to by the parties.

(b)   All representations, understandings, promises, and agreements pertaining to the subject matter of this Contract made prior to or at the time this Contract is executed are superseded by this Contract.

(c)   There are no conditions precedent to the performance of this Contract except as expressly set forth herein.

(d)   No contract terms or conditions are applicable to this Contract except as they are expressly set forth herein.

8.   PERIOD OF PERFORMANCE

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

9.   OPTION TO EXTEND

The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

10.   SPECIAL REQUIREMENTS

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

11.   SUBCONTRACTS

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

12.   OTHER CONTRACTORS

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

13.   PRIME CONTRACTOR RESPONSIBILITIES

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

14.   COMPENSATION

(a)   The Contractor shall be required to perform at the price(s) quoted in the Contract. All items shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for items supplied and performed to the satisfaction

of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

(b)   Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall send an invoice itemized by Purchase Order line item to the address referenced on the Purchase Order promptly after items are satisfactorily delivered. The invoice should include only amounts due under the Contract/Purchase Order. The Purchase Order number must be included on all invoices. In addition, the Commonwealth shall have the right to require the Contractor to prepare and submit a "Work In Progress" sheet that contains, at a minimum, the tasks performed, number of hours, hourly rates, and the purchase order or task order to which it refers.

15.   PAYMENT

(a)   The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is:

(1)   the date on which payment is due under the terms of the Contract; or

(2)   forty-five (45) calendar days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed).

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

(b)   Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications.

(c)   Electronic Payments

(1)   The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the Contract, the Contractor must submit or must have already submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM).

(2)   The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.

(3)   It is the responsibility of the Contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

16.   **ASSIGNABILITY**

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

(b)   The Contractor may not assign, in whole or in part, the Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Commonwealth, which consent may be withheld at the sole and absolute discretion of the Commonwealth.

(c)   For the purposes of the Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, encumbrance, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

(d)   Any assignment consented to by the Commonwealth shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.

(e)   Notwithstanding the foregoing, the Contractor may, without the consent of the Commonwealth, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Commonwealth together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of the Contract.

(f)   A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, is not considered to be an assignment. The Contractor shall give the Commonwealth written notice of any such change of name.

17.   **INSPECTION AND ACCEPTANCE**

(a)   Acceptance of Developed Materials will occur in accordance with the Deliverable Approval Plan submitted by the Contactor and approved by the Commonwealth. Upon approval of the plan by the Commonwealth, the Deliverable Approval Plan becomes part of this Contract. For contracts where the development of software, the configuration of software, or the modification of software is the deliverable, the Deliverable Approval

Plan must include an Acceptance Test Plan. The Acceptance Test Plan will provide for a Final Acceptance Test, and may provide for Interim Milestone Acceptance Tests. Each Acceptance Test will be designed to demonstrate that the Developed Materials conform with the functional specification for the Developed Materials, if any, and/or the requirements of this Contract. Contractor shall notify the Commonwealth when the deliverable is completed and ready for acceptance testing. The Commonwealth will not unreasonably delay commencement of acceptance testing.

    (1)   For Projects that require software integration at the end of the Project, as set out in the RFP, the Commonwealth's acceptance of a deliverable or milestone shall be final unless at the time of Final Acceptance, the Developed Materials do not meet the acceptance criteria set forth in the Contract.

    (2)   For Projects that do not require software integration at the end of the Project as set out in the RFP, the Commonwealth's acceptance of a deliverable or milestone shall be complete and final.

(b)   Contractor shall certify, in writing, to the Commonwealth when a particular Deliverable milestone, interim or final, is completed and ready for acceptance (hereinafter Acceptance). Unless otherwise agreed to by the Commonwealth, the Acceptance period shall be ten (10) business days for interim milestones and thirty (30) days for final milestones. On or before the 10th business day for interim milestones or 30th business day for the final milestone, following receipt by the Commonwealth of Contractor's certification of completion of a particular milestone, the Commonwealth shall, subject to Section 17(a) either: (1) provide the Contractor with Commonwealth's written acceptance of the Developed Materials in the completed milestone, or (2) identify to Contractor, in writing, the failure of the Developed Materials to comply with the specifications, listing all such errors and omissions with reasonable detail.

(c)   If the Commonwealth fails to notify the Contractor in writing of any failures in the Developed Materials within the applicable Acceptance period, the Developed Materials shall be deemed accepted.

(d)   If the Developed Materials do not meet an accessibility standard, the Contractor must provide written justification for its failure to meet the standard. The justification must provide specific details as to why the standard has not been met. The Commonwealth may either waive the requirement as not applicable to the Commonwealth's business requirements or require that the Contractor provide an acceptable alternative. Any Commonwealth waiver of the requirement must be in writing.

(e)   Upon the Contractor's receipt of the Commonwealth's written notice of rejection, which must identify the reasons for the failure of the Developed Materials in a completed milestone to comply with the specifications, the Contractor shall have fifteen (15) business days, or such other time as the Commonwealth and Contractor may agree is reasonable, within which to correct all such failures, and resubmit the corrected Developed Materials, certifying to the Commonwealth, in writing, that the failures have been corrected, and that the Developed Materials have been brought into compliance with the specifications. Upon receipt of such corrected and resubmitted Developed Materials and certification, the Commonwealth shall have thirty (30) business days to test the corrected Developed Materials to confirm that they are in compliance with the

specifications. If the corrected Developed Materials are in compliance with the specifications, then the Commonwealth shall provide the Contractor with its acceptance of the Developed Materials in the completed milestone.

(f)   If, in the opinion of the Commonwealth, the corrected Developed Materials still contain material failures, the Commonwealth may either:

   (1)   Repeat the procedure set forth above; or

   (2)   Proceed with its rights under Section 22 (TERMINATION).

18.   DEFAULT

(a)   The Commonwealth may, subject to the provisions of Section 19 (NOTICE OF DELAYS) and Section 53 (FORCE MAJEURE), and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in Section 22 (TERMINATION) the whole or any part of this Contract for any of the following reasons:

   (1)   Failure to begin Services within the time specified in the Contract or as otherwise specified;

   (2)   Failure to perform the Services with sufficient labor, equipment, or material to insure the completion of the specified Services in accordance with the Contract terms;

   (3)   Unsatisfactory performance of the Services;

   (4)   Failure to deliver the awarded item(s) within the time specified in the Contract or as otherwise specified;

   (5)   Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract;

   (6)   Failure or refusal to remove material, or remove, replace, or perform any Services rejected as defective or noncompliant;

   (7)   Discontinuance of Services without approval;

   (8)   Failure to resume Services, which has been discontinued, within a reasonable time after notice to do so;

   (9)   Insolvency;

   (10)   Assignment made for the benefit of creditors;

   (11)   Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due subcontractors for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;

(12) Failure to protect, to repair, or to make good any damage or injury to property;

(13) Material breach of any provision of this Contract;

(14) Failure to comply with representations made in the Contractor's Proposal; or

(15) Failure to comply with applicable industry standards, customs, and practice.

19. NOTICE OF DELAYS

Whenever the Contractor encounters any difficulty that delays or threatens to delay the timely performance of this Contract (including actual or potential labor disputes), the Contractor shall promptly give notice thereof in writing to the Commonwealth stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Commonwealth of any rights or remedies to which it is entitled by law or pursuant to provisions of this Contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay. If an extension of the delivery schedule is granted, it will be done consistent with Section 21 (CHANGES).

20. CONDUCT OF SERVICES

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

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

21. CHANGES

(a) At any time during the performance of the Contract, the Commonwealth or the Contractor may request a change to the Contract. Contractor will make reasonable efforts to investigate the impact of the change request on the price, timetable, specifications, and other terms and conditions of the Contract. If the Commonwealth is the requestor of the change, the Contractor will inform the Commonwealth if there will be any charges for the Contractor's services in investigating the change request prior to incurring such charges. If the Commonwealth and the Contractor agree on the results of the investigation and any necessary amendments to the Contract, the parties must complete and execute a change notice to modify the Contract and implement the change. The change request will be evidenced by a Purchase Order issued by the Commonwealth. No work may begin on the change request until the Contractor has received the Purchase Order. If the parties cannot

agree upon the results of the investigation or the necessary amendments to the Contract, the change request will not be implemented and, if the Contractor initiated the change request it may elect to handle the matter in accordance with Section 24 (CONTRACT CONTROVERSIES) of this Contract.

(b)   Changes outside the scope of this Contract shall be accomplished through the Commonwealth's normal procurement procedures, and may result in an amended Contract or a new contract. No payment will be made for services outside of the scope of the Contract for which no amendment has been executed, prior to the provision of the services.

22.   TERMINATION

(a)   For Convenience

(1)   The Commonwealth may terminate this Contract without cause by giving Contractor thirty (30) calendar days prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience). Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance under this Contract is terminated either in whole or in part and the date on which such termination becomes effective.

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

(i)   all Services performed consistent with the terms of the Contract prior to the effective date of termination;

(ii)   all actual and reasonable costs incurred by Contractor as a result of the termination of the Contract; and

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

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

(2)   The Contractor shall cease Services as of the date set forth in the Notice of Termination, and shall be paid only for such Services as have already been satisfactorily rendered up to and including the termination date set forth in said notice, or as may be otherwise provided for in said Notice of Termination, and for such services performed during the thirty (30) calendar day notice period, if such services are requested by the Commonwealth, for the collection, assembling, and transmitting to the Commonwealth of at least all materials, manuals, magnetic media, studies, drawings, computations, maps, supplies, and survey notes including field books, which were obtained, prepared, or developed as part of the Services required under this Contract.

(3)   The above shall not be deemed to limit the Commonwealth's right to terminate this Contract for any reason as permitted by the other provisions of this Contract, or under applicable law.

(b)   Non-Appropriation

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

(c)   Default

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

(1)   Subject to Section 30 (LIMITATION OF LIABILITY) of this Contract, in the event the Commonwealth terminates this Contract in whole or in part as provided in this Subsection 22(c), the Commonwealth may procure services similar to those so terminated, and the Contractor, in addition to liability for any liquidated damages, shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the services and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent services for the terminated services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this section.

(2)   Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism, and unusually severe weather. The Contractor shall notify the Contracting Officer promptly in writing of its inability to perform because of a cause beyond the control of the Contractor.

(3)   Nothing in this Subsection 22 (c) shall abridge the Commonwealth's right to suspend, debar, or take other administrative action against the Contractor.

(4)   If it is later determined that the Commonwealth erred in terminating the Contract for default, then the Contract shall be deemed to have been terminated for convenience under Subsection (a).

(5)   If this Contract is terminated as provided by this Subsection 22(c), the Commonwealth may, in addition to any other rights provided in this Subsection, and subject to Section 36 (OWNERSHIP RIGHTS) of this Contract, require the Contractor to deliver to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such reports and other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated. Payment for such reports and documentation will be made consistent with the Contract.

(d)   The rights and remedies of the Commonwealth provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

(e)   The Commonwealth's failure to exercise any rights or remedies provided in this Section shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

(f)   Following exhaustion of the Contractor's administrative remedies as set forth in Section 24 (CONTRACT CONTROVERSIES), the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

23.   BACKGROUND CHECKS

(a)   The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth IT facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at http://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx. The background check must be conducted prior to initial access and on an annual basis thereafter.

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

(c)   The Commonwealth specifically reserves the right of the Commonwealth to conduct or require background checks over and above that described herein.

24.   CONTRACT CONTROVERSIES

(a)   In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.

(b)   The contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.

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

25.   CONFIDENTIALITY

(a)   The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default

pursuant to Section 22.c (DEFAULT), in addition to other remedies available to the non-breaching party.

(b)   Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:

    (1)   already known to the recipient at the time of disclosure other than through the contractual relationship;

    (2)   independently generated by the recipient and not derived from the information supplied by the disclosing party;

    (3)   known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;

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

    (5)   required to be disclosed by the recipient by law, regulation, court order, or other legal process.

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

(c)   The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:

    (1)   Prepare an un-redacted version of the appropriate document, and

    (2)   Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and

    (3)   Prepare a signed written statement that states:

        (i)   the attached document contains confidential or proprietary information or trade secrets;

        (ii)   the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and

        (iii)   the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.

    (4)   Submit the two documents along with the signed written statement to the Commonwealth.

26.   INSURANCE

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

   (1) Worker's Compensation Insurance for all of the Contractor's employees and those of any subcontractor engaged in performing Services in accordance with the *Worker's Compensation Act* (77 P.S.§ 101, *et seq*).

   (2) Public liability and property damage insurance to protect the Commonwealth, the Contractor, and any and all Subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death, and damage to property, including loss of use resulting from any property damage which may arise from its operations under this Contract, whether such operation be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than $500,000 per person and $2,000,000 per occurrence, personal injury and property damage combined. Such policies shall be occurrence based rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured, as its interests may appear. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the Commonwealth as an additional insured against the insurance coverages in regard to the Services performed for the Commonwealth.

(b) Prior to commencing Services under the Contract, the Contractor shall provide the Commonwealth with a copy of each current certificate of insurance. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed in such a way to cause the coverage to fail to comply with the requirements of this Paragraph until at least thirty (30) days prior written notice has been given to the Commonwealth.

(c) The Contractor agrees to maintain such insurance for the life of the Contract.

(d) Upon request to and approval by the Commonwealth, contractor's self-insurance of the types and amounts of insurance set for above shall satisfy the requirements of this Section 26 (INSURANCE), provided the Commonwealth may request from Contractor evidence each year during the term of the contract that Contractor has sufficient assets to cover such losses.

27. CONTRACTOR RESPONSIBILITY PROGRAM

(a) The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.

(b) The Contractor must also certify, in writing, that as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.

(c)   The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

(d)   The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

(e)   The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

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

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

28.   OFFSET PROVISION FOR COMMONWEALTH CONTRACTS

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

29.   TAXES-FEDERAL, STATE, AND LOCAL

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

personal property or taxable services used or transferred in connection with the performance of a construction contract.

30. LIMITATION OF LIABILITY

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

    (1) bodily injury;

    (2) death;

    (3) intentional injury;

    (4) damage to real property or tangible personal property for which the Contractor is legally liable; or

    (5) the Contractor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection.

(b) In no event will the Contractor be liable for consequential or incidental damages unless otherwise specified in the RFP. Except as set out in Section 32 (VIRUS; MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING), the Contractor will not be liable for damages due to lost records or data, unless otherwise specified in the RFP. Notwithstanding the foregoing, the Contractor shall provide reasonable assistance to the Commonwealth in restoring such lost records or data to their most recent backup copy.

31. COMMONWEALTH HELD HARMLESS

(a) The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. § 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

(b) Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

32. VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING

(a)   Notwithstanding any other provision in this Contract to the contrary, if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards, and provided further that the Commonwealth can demonstrate that the virus or malicious, mischievous or destructive programming was introduced by the Contractor or any of its employees, subcontractors or consultants, the Contractor shall be liable for any damage to any data and/or software owned or licensed by the Commonwealth.   The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor, its servants, agents or employees through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.). In the event of destruction or modification of software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages. The Contractor shall be responsible for reviewing Commonwealth software security standards in effect at the commencement of the Contract and complying with those standards. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.

(b)   The Contractor shall perform a security scan on any software or computer program developed by the Contractor or its subcontractors in a country other than the United States of America that may come in contact with the Commonwealth's software or computer networks. Contractor shall perform such security scan prior to introducing any such software or computer program into a Commonwealth development environment, test environment or production environment. The results of these security scans will be provided to the Commonwealth prior to installing into any Commonwealth development environment, test environment or production environment. The Commonwealth may perform, at its discretion, additional security scans on any software or computer program prior to installing in a Commonwealth environment as listed above.

(c)   The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Contractor to provide services to the Commonwealth that will be connected to a Commonwealth network for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made. The Commonwealth shall not install any software or monitoring tools on the Contractor's equipment without the Contractor's written consent to do so.

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

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

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

(a)   The Contractor shall hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States or foreign patents, copyrights, or trademarks, or for a misappropriation of trade secrets arising out of performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by the Contractor, and in any such suit or proceeding will satisfy any final award for such infringement, including costs. The Commonwealth agrees to give Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act 71 P.S. § 732-101, *et seq*., the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under the terms it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits. No settlement which prevents the Commonwealth from continuing to use the Developed Materials as provided herein shall be made without the Commonwealth's prior written consent. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Contractor that, in the event it requests that the Commonwealth to provide support to the Contractor in defending any such claim, the Contractor shall reimburse the Commonwealth for all expenses (including attorneys' fees, if such are made necessary by the Contractor's request) incurred by the Commonwealth for such support. If OAG does not delegate the defense of the matter, the Contractor's obligation to indemnify ceases. The Contractor will, at its expense, provide whatever cooperation OAG requests in the defense of the suit.

(b)   The Contractor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Contractor certifies that, in all respects applicable to this Contract, it has exercised and will continue to exercise due diligence to ensure that all works produced under this Contract do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties. The Contractor also agrees to certify that work produced for the Commonwealth under this contract shall be free and clear from all claims of any nature as of the date such work is provided to the Commonwealth.

(c)   If the defense of the suit is delegated to the Contractor, the Contractor shall pay all damages and costs awarded therein against the Commonwealth. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

(d)   If, in the Contractor's opinion, the products, materials, reports, studies, or computer programs furnished hereunder are likely to or do become subject to a claim of

infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, at its option and expense, substitute functional equivalents for the alleged infringing products, materials, reports, studies, or computer programs or, at the Contractor's option and expense, obtain the rights for the Commonwealth to continue the use of such products, materials, reports, studies, or computer programs.

(e)   If any of the products, materials, reports, studies, or computer programs provided by the Contractor are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing products, materials, reports, studies, or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing.

(f)   If the Contractor is unable to do any of the preceding, the Contractor agrees to pay the Commonwealth:

(1)   any amounts paid by the Commonwealth less a reasonable amount based on the acceptance and use of the deliverable;

(2)   any license fee less an amount for the period of usage of any software; and

(3)   the prorated portion of any service fees representing the time remaining in any period of service for which payment was made.

(g)   The obligations of the Contractor under this Section continue without time limit and survive the termination of this contract.

(h)   Notwithstanding the above, the Contractor shall have no obligation for:

(1)   modification of any product, service, or deliverable provided by the Commonwealth;

(2)   any material provided by the Commonwealth to the Contractor and incorporated into, or used to prepare, a product, service, or deliverable;

(3)   use of the product, service, or deliverable in other than its specified operating environment;

(4)   the combination, operation, or use of the product, service, or deliverable with other products, services, or deliverables not provided by the Contractor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Contractor did not provide;

(5)   infringement of a non-Contractor product alone;

(6)   the Commonwealth's distribution, marketing or use beyond the scope contemplated by the Contract; or

(7)   the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Contractor at no charge.

(i)   The obligation to indemnify the Commonwealth, under the terms of this Section, shall be the Contractor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

34.   SENSITIVE INFORMATION

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

(b)   The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Contract for any purpose not connected with the parties' Contract responsibilities except with consent pursuant to applicable state and federal law and regulations. All documents associated with direct disclosures of this kind must be announced to and open for inspection by the Commonwealth.

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

(d)   Rights and obligations of the parties under this Section 34 survive the termination of this Contract

35.   CONTRACT CONSTRUCTION

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

36.   OWNERSHIP RIGHTS

(a)   Ownership of Properties

(1)   All "Developed Works" shall be owned according to the provisions set forth in this Section 36.

(2)   All software owned by the Commonwealth or its licensors ("Commonwealth Software") as of the Effective Date, shall be and shall remain the exclusive property of the Commonwealth or its licensors, and Contractor shall acquire no rights or interests in the Commonwealth Software or Tools or that of its licensors by virtue of this Contract except as described in this Section or in another

provision set forth in this Contract. The Contractor shall not use any Commonwealth Software, Commonwealth Tools or software or tools of its licensors for any purpose other than for completion of work to be performed under this Contract. In the use of Commonwealth Software, Commonwealth Tools or software or tools of its licensors, Contractor will be bound by the confidentiality provisions of this Contract.

(b)   Definitions

    (1)   Software—For the purposes of this Contract, the term "software" means a collection of one or more programs, databases or microprograms fixed in any tangible medium of expression that comprises a sequence of instructions (source code) to carry out a process in, or convertible into, a form executable by an electronic computer (object code).

    (2)   Data—For the purposes of this Contract, the term "data" means any recorded information, regardless of form, the media on which it may be recorded, or the method of recording.

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

(c)   Right to Use

Contractor shall make the Genesys Cloud Services available to the Commonwealth in accordance with the terms of this Contract.

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

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

    (1)   Obtain access to and use of the Commonwealth Software in accordance with the terms of this Contract.

    (2)   Reproduce the Commonwealth Software for archival purposes or for other purposes expressly provided for under this Contract.

    (3)   Modify the Commonwealth Software consistent with the terms and conditions of this Contract provided that Contractor agrees to assign to the Commonwealth, its rights, if any, in any derivative works resulting from Contractor's modification of the Commonwealth Software. Contractor agrees to execute any documents required to evidence this assignment and to waive any moral rights and rights of attribution provided for in Section 106A of Title 17 of the United States Code, the Copyright Act of 1976.

    (4)   Allow the Contractor's subcontractors approved by the Commonwealth to obtain access to the Commonwealth Software for the purposes of complying with the

terms and conditions of this Contract; provided, however, that neither Contractor nor any of its subcontractors may decompile or reverse engineer, or attempt to decompile or reverse engineer, any of the Commonwealth Software. Commonwealth hereby represents that it has the authority to provide the license grant and rights set forth in this Section.

(5)   To the extent that Contractor uses Commonwealth Software, Commonwealth Tools or software or tools of its licensor, Contractor agrees to protect the confidentiality of these works and maintain these proprietary works with the strictest confidence.

(e)   Impact of Third Party Agreements

Subject to the terms of any third party agreement to which the Commonwealth is a party, (i) the Commonwealth shall, at no cost to Contractor, provide Contractor with access to the Commonwealth Software in the form in use by Commonwealth as of the Effective Date of this Contract and, (ii) Contractor, as part of the Services to be rendered under this Contract, shall compile and, as changes are made, update a list of all of the Commonwealth Software then in use by Contractor or any of its subcontractors in connection with Contractor's performance of the Services required by this Contract.

(f)   Reservation of Rights

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

(g)   Termination of Commonwealth License Grant

Upon the expiration or termination for any reason of Contractor's obligation to provide the Services under this Contract, all rights granted to Contractor in this Section 36 (OWNERSHIP RIGHTS) shall immediately cease. Contractor shall, at no cost to Commonwealth, deliver to Commonwealth all of the Commonwealth Software and Tools (including any related source code then in Contractor's possession or under its control) in the form in use as of the Effective Date of such expiration or termination. Within fifteen (15) calendar days after termination, Contractor shall provide the Commonwealth with a current copy of the list of Commonwealth Software in use as of the date of such expiration or termination. Concurrently therewith, Contractor shall destroy or erase all other copies of any of the Commonwealth Software then in Contractor's possession or under its control unless otherwise instructed by Commonwealth, in writing; provided, however, that Contractor may retain one archival copy of such Commonwealth Software and Tools, until final resolution of any actively asserted pending disputes between the Parties, such retention being for the sole purpose of resolving such disputes.

(h)   Effect of License Grant Termination

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

(i)   Use of Contractor-Owned Software

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

(j)   Definition of Contractor Tools

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

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

    (1)   Contractor must provide a list of all Contractor Tools and Contractor Software to be delivered in connection with the deliverables or Developed Materials prior to commencing any work under the Contract. Contractor must also provide a list of all other Contractor Tools and Contractor Software intended to be used by Contractor to provide the services under this Contract but will not become part of or necessary for the use of the Developed Materials. All Contractor Tools and Contractor Software necessary to use deliverables or Developed Materials shall be delivered to the Commonwealth along with the license set forth in this Section 36. Contractor may amend these lists from time to time while the Contract is being carried out or upon its completion. In the event that the Contractor fails to list a Contractor Tool, but can demonstrate that such tool was independently developed by Contractor prior to the Contract on which it was used, Contractor shall nevertheless retain complete ownership of such Contractor Tool that is necessary to use the deliverables or Developed Materials, provided that notice is given to the Commonwealth prior to its use on the Contract.   Any Contractor Tools or Contractor Software not included on the lists will be deemed to have been created under this Contract.

    (2)   As part of its response to a RFP, the Contractor will provide a list of all software and tools that are commercially available and which are required to support the deliverables or Developed Materials.

    (3)   During the term of this Contract, Contractor shall maintain at its principal office books of account and records showing its actions under this Contract. Upon reasonable notice by Commonwealth, Contractor shall allow Commonwealth to inspect these records and accounts for purposes of verifying the accuracy of such accounts and records.

    (4)   In the event that Contractor fails to list a Contractor Tool or Contractor Software, but is able to demonstrate that such tool or software was independently developed by Contractor prior to the Effective Date of this Contract, Contractor

shall retain complete ownership of such Contractor Tool or Contractor Software that is necessary to use the deliverables or Developed Works, provided that notice is given to the Commonwealth prior to use on the Contract.

(l)   Rules of Usage for Developed Works

(1)   If Developed Works modify, improve, or enhance application software programs or other materials generally licensed by the Contractor (including Genesys Cloud Services), then such Developed Works shall be the property of the Contractor, and Contractor hereby grants Commonwealth an irrevocable, nonexclusive, worldwide, fully paid-up license (to include relevant documentation) in perpetuity to use, modify, execute, reproduce, display, perform, prepare derivative works from and distribute, within the Commonwealth, of such Developed Works, provided that Contractor shall have no liability for any modifications or derivative works made by the Commonwealth without the prior written consent of Contractor. For purposes of distribution under the license grant created by this section, Commonwealth includes any government agency, department, instrumentality, division, unit or other office that is part of the Commonwealth of Pennsylvania, together with the State System of Higher Education (including any of its universities), any county, borough, commonwealth, city, municipality, town, township special purpose district, or other similar type of governmental instrumentality located within the geographical boundaries of the Commonwealth of Pennsylvania. If federal funds are used in creation of the Developed Works, the Commonwealth also includes any other state government as well as the federal government.

(2)   If Developed Works modify, improve, or enhance application software or other materials licensed to the Commonwealth by a party other than the Contractor, then such modifications, improvements and enhancements shall be the property of the Commonwealth or its licensor. To the extent Commonwealth owns the software or other materials, it hereby grants to Contractor an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform, prepare derivative works from, and distribute copies of such Developed Works. To the extent Commonwealth has a license to the software or other materials, and to the extent that it, in its sole discretion determines it is able to do so the Commonwealth will grant to Contractor an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform and distribute copies of such Developed Works.

(3)   If Developed Works have been developed specifically for the Commonwealth and the Developed Works do not include pre-existing materials generally licensed by the Contractor, then the Commonwealth shall have all right, title, and interest (including ownership of copyright and trademark) to such Developed Works and the Commonwealth hereby grants to Contractor an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform, prepare derivative works from, and distribute copies of such Developed Works.

(4)   When the Developed Work is a report provided by a research company that was provided under this Contract, but which was not developed specifically for the Commonwealth under this Contract, the ownership of the Developed Work will remain with the Contractor, provided, however, that the Commonwealth has the right to copy and distribute the Developed Work within the Commonwealth.

(m)   Federal Government Interests

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

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

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

(o)   Commonwealth Intellectual Property Protection

Contractor acknowledges Commonwealth's exclusive right, title and interest, including without limitation copyright and trademark rights, in and to Commonwealth Software, Commonwealth Tools and the Developed Works (excluding Developed Works to which Contractor retains ownership rights) developed under the provisions of this Section, shall not in any way, at any time, directly or indirectly, do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of said right, title, and interest, and shall not use or disclose the Commonwealth Software, Commonwealth Tools, or the Developed Works (excluding Developed Works to which Contractor retains ownership rights) without Commonwealth's written consent, which consent may be withheld by the Commonwealth for any reason. Further, Contractor shall not in any manner represent that Contractor has any ownership interest in the Commonwealth Software, Commonwealth Tools, or the Developed Works (excluding Developed Works to which Contractor retains ownership rights). This provision is a material part of this Section.

(p)   Contractor Intellectual Property Protection

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

(q)   Contractor's Copyright Notice Obligations

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

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

37.   PUBLICATION RIGHTS AND/OR COPYRIGHTS

(a)   Except as otherwise provided in Section 36 (OWNERSHIP RIGHTS), the Contractor shall not publish any of the results of the work without the written permission of the Commonwealth. The publication shall include the following statement: "The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the Commonwealth of Pennsylvania." The Contractor shall not include in the documentation any copyrighted matter, unless the Contractor provides the Commonwealth with written permission of the copyright owner.

(b)   Except as otherwise provided in Section 36 (OWNERSHIP RIGHTS) and the confidentiality provisions of Section 25 (CONFIDENTIALITY), the Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report or data designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

(c)   Rights and obligations of the parties under this Section 37 survive the termination of this Contract.

38.   CHANGE OF OWNERSHIP OR INSOLVENCY

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

39.   OFFICIALS NOT TO BENEFIT

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

40.   INDEPENDENT CAPACITY OF CONTRACTOR

(a)   The parties to this Contract agree that the services performed by the Contractor under the terms of this Contract are performed as an independent Contractor. The Services performed by the Contractor are performed neither as an employee of the Commonwealth of Pennsylvania nor as a partnership or joint venture between the Commonwealth and the Contractor.

(b)   Except as otherwise provided by the terms of this Contract, the Commonwealth shall have no control over the manner in which the contractual Services are performed by the Contractor, or any subcontractor. Any job specifications or standards of work attached to or incorporated into this Contract or any subcontracting restrictions contained in this Contract shall not be construed as the Commonwealth's direction or control over the manner of the performance of services provided by the Contractor.

41.   COMPLIANCE WITH LAWS

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

42.   THE AMERICANS WITH DISABILITIES ACT

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

(a)   Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R.§ 35.101, *et seq*., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the *General Prohibitions Against Discrimination*, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of *The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through Contracts with outside Contractors.

(b)   The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from losses, damages, expenses claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subsection (a) above.

43.   EXAMINATION OF RECORDS

(a)   The Contractor agrees to maintain, using its standard procedures, and in accordance with Generally Accepted Accounting Principles, books, records, documents, and other evidence pertaining to the charges under this Contract to the extent and in such detail as will properly reflect all charges for which reimbursement is claimed under the provisions of this Contract.

(b)   The Contractor agrees to make available at the office of the Contractor at all reasonable times, and upon reasonable written notice, during the term of this Contract and the period set forth in Section 43(c) below, any of the records for inspection, audit, or reproduction by any authorized Commonwealth representative. To the extent allowed by law, the Commonwealth agrees to maintain any documents so provided in accordance with the confidentiality provisions in Section 25 (CONFIDENTIALITY).

(c)   The Contractor shall preserve and make available its records for a period of three (3) years from the date of final payment under this Contract:

(1) If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(2) Non-privileged records which relate to litigation or the settlement of claims arising out of the performance of this Contract, or charges under this Contract as to which exception has been taken by the auditors, shall be retained by the Contractor until such litigation, claims, or exceptions have been finally resolved.

(d) Except for documentary evidence retained pursuant to Section 43(c)(2) above, the Contractor may in fulfillment of its obligation to retain its records as required by this Section substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two (2) years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Commonwealth with the concurrence of its auditors.

(e) The provisions of this Section shall be applicable to and included in each subcontract hereunder. The term "subcontract" as used in this contract only, excludes purchase orders not exceeding $1,000 and subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

44. *SINGLE AUDIT ACT OF 1984*

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

(a) This Contract is subject to audit by federal and state agencies or their authorized representative in accordance with the auditing standards promulgated by the Comptroller General of the United States and specified in *Government Auditing Standards,* 1994 Revisions (Yellow Book).

(b) The audit requirement of this Contract will be satisfied if a single audit is performed under the provisions of the *Single Audit Act of 1984, 31 U.S.C. § 7501, et seq*., and all rules and regulations promulgated pursuant to the Act.

(c) The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial/compliance, economy/efficiency, or program results nature, if deemed necessary.

(d) The Contractor further agrees to comply with requirements that may be issued by the state agency upon receipt of additional guidance received from the federal government regarding the *Single Audit Act of 1984.*

45. ENVIRONMENTAL PROTECTION

In carrying out this Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including the *Clean Streams Law,* Act of June 22, 1937, as amended; the *Pennsylvania Solid Waste Management Act,* Act of July 7, 1980

(P.L. 380, No. 97), as amended; and the *Dam Safety and Encroachment Act,* Act of November 26, 1978 (P.L. 1375, No. 325), as amended.

46.   **NONDISCRIMINATION CLAUSE/SEXUAL HARASSMENT CLAUSE**

The Contractor agrees:

(a)   In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

(b)   Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.

(c)   The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

(d)   The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.

(e)   The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.

(f)   The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

(g)   The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and

conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

47.   CONTRACTOR INTEGRITY PROVISIONS

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

1. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

    (a)   "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

    (b)   "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 the execution of this contract.

    (c)   "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.

    (d)   "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

    (e)   "Financial Interest" means either:

        (1)   Ownership of more than a five percent interest in any business; or
        (2)   Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

    (f)   "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.

    (g)   "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.

2. 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 or procurement 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 the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

(c)   Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

(d)   Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, 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.

(e)   Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

(1)   been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
(2)   been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
(3)   had any business license or professional license suspended or revoked;
(4)   had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
(5)   been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor

acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

(f)   Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).*

(g)   When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity 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 the Office of the State Inspector General in writing.

(h)   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, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the 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 that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

(i)   Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an 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 Office of the State 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 refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

(j)   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.

48. ASSIGNMENT OF RIGHTS UNDER THE ANTITRUST LAWS

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

49. WARRANTIES

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

(a) In the event of any nonconformity with the foregoing warranties, the Commonwealth will provide written notification of such nonconformity to the Contractor and the Contractor, at no cost to the Commonwealth, shall within ten (10) days' notice of the nonconformity, commence work to remedy the nonconformity and shall work diligently, at no charge to the Commonwealth, until such time as the deliverable conforms, in all material respects, to the functional specifications of the Developed Works set forth in this Contract. The Contractor shall have no obligation with respect to nonconformities arising out of: (a) modifications to Developed Materials made by the Commonwealth, (b) use of the Developed Materials not in accordance with the documentation or specifications applicable thereto, (c) failure by the Commonwealth to implement any corrections or enhancements made available by the Contractor, (d) combination of the Developed Materials with any items not supplied or approved by the Contractor, or (e) the failure of any software licensed under a separate license agreement to conform to its specifications or documentation.

(b) Contractor warrants that it has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Developed Materials under this Contract.

(c) THE FOREGOING EXPRESS WARRANTIES ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(d)   All warranties shall survive final acceptance.

(e)   In the event of an action or complaint by Commonwealth against Contractor pertaining to these warranties, Contractor may raise any defenses that it may have.

50.   LIQUIDATED DAMAGES

(a)   By accepting this Contract, the Contractor agrees to the delivery and acceptance requirements of this Contract. If a Contract schedule is not met, the delay will interfere with the Commonwealth's program. In the event of any such delay, it would be impractical and extremely difficult to establish the actual damage for which the Contractor is the material cause. The Commonwealth and the Contractor therefore agree that, in the event of any such delay the amount of damage shall be the amount set forth in this Section 50 and agree that the Contractor shall pay such amount as liquidated damages, not as a penalty. Such liquidated damages are in lieu of all other damages arising from such delay.

(b)   The Commonwealth and Contractor agree that deliverables identified as "Major Deliverables" in a statement of work ("SOW") issued by the Commonwealth to implement the Genesys Cloud Services shall be those for which liquidated damages shall be applicable in the event of delay of their completion beyond the delivery date specified in the SOW.

(c)   The amount of liquidated damages for any such Major Deliverable not completed by the deliverable schedule set out in the SOW shall be three-tenths of a percent (.3%) of the price of the specifically identified Major Deliverable for each calendar day following the scheduled completion date of such Major Deliverable. Liquidated damages shall be assessed each calendar day until the date on which the Contractor completes such Major Deliverable, up to a maximum of thirty (30) calendar days. Contractor may recoup the total amount of liquidated damages assessed against previous Major Deliverables if the Contractor accelerates progress towards future Major Deliverables and meets the final project completion date set out in the SOW.

(d)   If, at the end of the thirty (30) day period specified in Section 50(c) above, the Contractor has not met the schedule for completion of the Major Deliverable, then the Commonwealth, at no additional expense and at its option, may either:

(1)   immediately terminate the Contract and all software, documentation, reports, Developed Materials and any other materials provided for or created for the Commonwealth as a result of this Contract shall be given to the Commonwealth, and the Commonwealth shall be entitled to its remedies under Section 22(c); or

(2)   order the Contractor to continue with no decrease in effort until the work is completed in accordance with the Contract and accepted by the Commonwealth or until the Commonwealth terminates the Contract. If the Contract is continued, any liquidated damages will also continue until the work is completed.

(e)   At the end of the Contract term, or at such other time(s) as identified in the Contract, liquidated damages shall be paid by the Contractor and collected by the Commonwealth by deducting them from the invoices submitted under this Contract or any other contract

Contractor has with the Commonwealth, by collecting them through the performance security, if any, or by billing the Contractor as a separate item.

(f) To the extent that the delay is caused by the Commonwealth, no liquidated damages will be applied.

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

51. FORCE MAJEURE

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

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

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

52. NOTICE

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

53. RIGHT-TO-KNOW LAW

(a) The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of this provision #53, the term "the Commonwealth" shall refer to the contracting Commonwealth organization.

(b)   If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

(c)   Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

   (1)   Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

   (2)   Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

(d)   If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

(e)   The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

(f)   If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

(g)   The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

(h)   The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the

Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

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

54.   GOVERNING LAW

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

55.   SERVICE LEVELS

(a)   The Contractor shall comply with the requirements of the Service Level Agreements, attached hereto and made a material part of this Contract as Exhibit B.

(b)   Where there are expressly defined Service Levels, Contractor shall measure and report its performance against these standards on at least a monthly basis, except as many otherwise be agreed between the Parties in respect of Services performed less frequently than monthly. All Services without expressly defined Service Levels must be performed at least to the same degree of accuracy, completeness, efficiency, quality and timeliness as is provided by well-managed suppliers providing services similar to the Services, so long as such performance is commercially and operationally reasonable.

56.   CONTROLLING TERMS AND CONDITIONS

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. Other terms and conditions included in click-through agreements or referenced in the Contractor's website, quotations, invoices, business forms, or other documentation shall not become part of this Contract and shall be disregarded by the parties. Any such terms shall be unenforceable by the Contractor and not binding on the Commonwealth.

57.   RECYCLED MATERIALS

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

PAPER PRODUCTS

RECYCLED CONTENT

(A) **REQUIREMENT**

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

Item	Notes	Post-Consumer Content (%)
Printing and Writing Papers		
Reprographic	Business papers such as bond, electrostatic, copy, mimeo, duplicator and reproduction	30
Offset	Used for book publishing, commercial printing, direct mail, technical documents, and manuals	30
Tablet	Office paper such as note pads and notebooks	30
Forms bond	Bond type papers used for business forms such as continuous, cash register, sales book, unit sets, and computer printout, excluding carbonless	30
Envelope	Wove	30
	Kraft, white and colored (including manila)	10
	Kraft, unbleached	10
	Excludes custom envelopes	
Cotton fiber	High-quality papers used for stationery, invitations, currency, ledgers, maps, and other specialty items	30
Text and cover	Premium papers used for cover stock, books, and stationery and matching envelopes	30
Supercalendered	Groundwood paper used for advertising and mail order inserts, catalogs, and some magazines	10
Machine finished groundwood	Groundwood paper used in magazines and catalogs	10
Papeteries	Used for invitations and greeting cards	30
Check safety	Used in the manufacture of commercial and government checks	10
Coated	Used for annual reports, posters, brochures, and magazines. Have gloss, dull, or matte finishes	10
Carbonless	Used for multiple-impact copy forms	30
File folders	Manila or colored	30
Dyed filing products	Used for multicolored hanging folders and wallet files	20
Index and card stock	Used for index cards and postcards	20
Pressboard	High-strength paperboard used in binders and report covers	20

| Tags and tickets | Used for toll and lottery tickets, licenses, and identification and tabulating cards | 20 |

Newsprint

| Newsprint | Groundwood paper used in newspapers | 20 |

Commercial Sanitary Tissue Products

Bathroom tissue	Used in rolls or sheets	20
Paper towels	Used in rolls or sheets	40
Paper napkins	Used in food service applications	30
Facial tissue	Used for personal care	10
General-purpose Industrial wipers	Used in cleaning and wiping applications	40

Paperboard and Packaging Products

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

Miscellaneous Paper Products

| Tray liners | Used to line food service trays. Often contain printed information. | 50 |

"Post-consumer" content is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed it life as a consumer item. Post-consumer content is part of the broader category of recovered material."

The Commonwealth of Pennsylvania recognizes that paper products are universally made with scrap material

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

(B) **BIDDER'S CERTIFICATION**

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

(C) *MANUFACTURER/MILL* **CERTIFICATION**

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

(D) **ENFORCEMENT**

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

EXHIBIT A

COMMONWEALTH OF PENNSYLVANIA
BUSINESS ASSOCIATE AGREEMENT

WHEREAS, the *[name of program and/or Department]* (Covered Entity) and Contractor (Business Associate) intend to protect the privacy and security of certain Protected Health Information (PHI) to which Business Associate may have access in order to provide goods or services to or on behalf of Covered Entity, in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009), the HIPAA Privacy Rule (Privacy Rule), 45 C.F.R. Parts 160 and 164, and the HIPAA Security Rule (Security Rule), 45 C.F.R. Parts 160, 162 and 164, and all other applicable laws; and

WHEREAS, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI can be used or disclosed only in accordance with this Agreement and the standards established by applicable laws; and

WHEREAS, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity that is in electronic form, which PHI must be handled in accordance with this Agreement and the standards established by HIPAA and the Security Rule and other applicable laws; and

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

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

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

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

    NO OTHER USES OR DISCLOSURES OF PHI ARE PERMITTED.

3. **BUSINESS ASSOCIATE OBLIGATIONS:**

    a) **Security and Privacy Provisions Applicable to Business Associate.** Business Associate shall abide by the security and privacy provisions applicable to Covered Entities which are made applicable to the Business Associate by 42 USCS § 17931 and 17934.

    b) **Limits On Use And Further Disclosure Established By Agreement And Law.** Business Associate hereby agrees that the PHI provided by, or created or obtained on behalf of Covered Entity shall not be further used or disclosed other than as permitted or required by this Agreement or as Required by Law.

    c) **Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity.

    d) **Reports Of Improper Use Or Disclosure.** Business Associate hereby agrees that it shall report to the Covered Entity's Privacy Officer, or his designee*,* and the Covered entity's legal office, within two (2) days of discovery any Breach or use or disclosure of PHI not provided for or allowed by this Agreement (unless some more stringent standard applies under this Contract). Business Associate agrees to conduct reasonable diligence to discover improper use or disclosure of PHI.

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

    d) **Reports Of Security Incidents.** In addition to following the Breach notification requirements in section 13402 of the HITECH Act and related regulations and guidance, Business Associate shall report to Covered Entity's Privacy Officer, or his designee, within two (2) days of discovery any Security Incident of which it becomes aware.

e) **Subcontractors And Agents.** Business Associate hereby agrees that any time PHI is provided or made available to any subcontractors or agents, Business Associate shall provide only the minimum necessary PHI for the purpose of the covered transaction and shall first enter into a subcontract or contract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Agreement.

f) **Right Of Access To PHI.** Business Associate hereby agrees to allow an individual who is the subject of PHI maintained in a designated record set, to have access to and copy that individual's PHI within five (5) business days of receiving a written request from the Covered Entity or individual. Business Associate shall provide PHI in the format requested, unless it cannot readily be produced in such format, in which case it shall be provided in standard hard copy. If any individual requests from Business Associate or its agents or subcontractors access to PHI, Business Associate shall notify Covered Entity of same within two (2) business days. Business associate shall further conform with and meet all of the requirements of 45 C.F.R. §164.524, 42 USCS § 17936(e), and other applicable laws.

g) **Amendment And Incorporation Of Amendments.** Within five (5) business days of receiving a request from Covered Entity for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available and incorporate the amendment to enable Covered Entity to comply with 45 C.F.R. §164.526 and other applicable laws. If any individual requests an amendment from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity within five (5) business days.

h) **Provide Accounting Of Disclosures.** Business Associate agrees to maintain a record of all disclosures of PHI in accordance with 45 C.F.R. §164.528, 42 USCS § 17935(c), and other applicable laws. Such records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, the purpose of the disclosure, and shall include disclosures made on or after the date that is six (6) years prior to the request or April 14, 2003, whichever is later. Business Associate shall make such record available to the individual or the Covered Entity within five (5) business days of a request for an accounting of disclosures, or within such other time as may be dictated by applicable law.

i) **Access To Books And Records.** Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary of Health and Human Services or designee for purposes of determining compliance with the HIPAA Privacy Regulations.

j) **Return Or Destruction Of PHI.** At termination of this Agreement, Business Associate hereby agrees to return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate agrees not to retain any copies of the PHI after termination of this Agreement. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this Agreement to limit any further use or disclosure until such time as the PHI may be returned or destroyed. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.

k) **Maintenance of PHI.** Notwithstanding Section 5(j) of this Agreement, Business Associate and its subcontractors or agents shall retain all PHI throughout the term of the Agreement and shall continue to maintain the information required under §5(h) of this Agreement for a period of six (6) years after termination of the Agreement, unless Covered Entity and Business Associate agree otherwise.

l) **Mitigation Procedures.** Business Associate agrees to establish and to provide to Covered Entity upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this Agreement or the Privacy Rule. Business Associate further agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement or the Privacy Rule.

m) **Training.** Business Associate will train all members of its workforce on its policies and procedures with respect to PHI as necessary and appropriate for the workforce members to carry out the functions required by this contract.

n) **Sanction Procedures.** Business Associate agrees that it shall develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement or other applicable laws.

o) **Grounds For Breach by Covered Entity.** Upon Business Associate's knowledge of a material breach by Commonwealth of this Business Associate Agreement, Business Associate shall notify Commonwealth of such breach and Commonwealth shall have at least thirty (30) days to cure such breach. In the event Commonwealth does not cure the breach, Business Associate shall have the right to report the violation to the Secretary. Notwithstanding any other language in this Agreement, the parties agree that termination by the Business Associate is infeasible.

p) **Grounds For Breach.** Any non-compliance by Business Associate with this Agreement or the Privacy or Security Rules will automatically be considered to be a breach of the Agreement, if Business Associate knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance. Business Associate shall have thirty (30) days to cure such breach from the date of notice to cure by the Commonwealth. In the event Business Associate does not cure the breach, the Commonwealth shall have the right to immediately terminate this Agreement and the underlying agreement. If termination is infeasible, the Commonwealth shall report the violation to the Secretary.

q) **Termination by Commonwealth.** Business Associate authorizes termination of this Agreement by the Commonwealth if the Commonwealth determines, in its sole discretion, that the Business Associate has violated a material term of this Agreement.

r) **Failure to Perform Obligations.** In the event Business Associate fails to perform its obligations under this Agreement, Covered Entity may immediately discontinue providing PHI to Business Associate. Covered Entity may also, at its option, require Business Associate to submit to a plan of compliance, including monitoring by Covered Entity and reporting by Business Associate, as Covered Entity in its sole discretion determines to be necessary to maintain compliance with this Agreement and applicable law.

s) **Privacy Practices.** The Department will provide and Business Associate shall immediately begin using any applicable form, including but not limited to, any form used for Notice of Privacy Practices, Accounting for Disclosures, or Authorization, upon the effective date designated by the Program or Department. The Department retains the right to change the applicable privacy practices, documents and forms. The Business Associate shall implement changes as soon as practicable, but not later than 45 days from the date of notice of the change.

4. **OBLIGATIONS OF COVERED ENTITY:**

   a) **Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with applicable laws, as well as changes to such notice.

   b) **Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI of which Covered Entity is aware, if such changes affect Business Associate's permitted or required uses and disclosures.

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

5. **MISCELLANEOUS:**

   a. Regulatory References. A reference in this Appendix to a section in the Privacy or Security Rules means the section as in effect or as amended as reasonably determined by the Covered Entity.

   b. Amendment. The Parties agree to take such action as is necessary to amend this Appendix from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

   c. Survival. The respective rights and obligations of Business Associate under section 5(i) of this Appendix shall survive the termination of the Agreement.

   d. Interpretation. Any ambiguity in this Appendix shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules as reasonably determined by the Covered Entity.

   e. Changes in Law. Business Associate shall comply with all applicable privacy and security rules and regulations, including but not limited to HIPAA regulations and the HITECH Act and HITECH regulations which are now in effect or which take effect during the term of this contract.

Appendix A to Commonwealth of Pennsylvania Business Associate Agreement

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

1. <u>Purpose of Disclosure of PHI to Business Associate:</u> To allow _____ to meet the requirements of Contract # _____ .

2. <u>Information to be Disclosed to Business Associate:</u> _____ .

3. <u>Use to Effectuate Purpose of Agreement:</u> _____ may use and disclose PHI to the extent contemplated by Contract #_____ ,and as permitted by law with Commonwealth approval and guidance.

Exhibit B

Service Level Agreements

Definitions:

Agency Level- A specific group of users (agents) utilizing the Cloud Solution and described by a specific Agency contact center. The measurement describes a single contact center vs all contact centers.

Enterprise Level- All Contact Centers available across the Commonwealth of Pennsylvania contract.

Service Level (SL) Target- A commitment that is documented in a service level agreement.

SL Minimum- A measure of minimum expected performance. Actual results below the SL Minimum will incur a Remedy and negate Earn back as described in each SLA reference.

Application Measurement Window: Application measurement window is 24/7.

Move, Add, Change, Deletes or MACD: A Commonwealth of Pennsylvania contact center requested changes to the Contact Center Cloud Service. MACD changes are administrative requests for changes on existing services of the requesting contact center.

Statement of Work (SOW): Work efforts requested by the Commonwealth of Pennsylvania that require design, review, and specific pricing based on the request.

Function: A component or subset of the overall contact center solution service.

KPI: SLAs for which the Remedy is designated as KPI shall be reviewed monthly by the Commonwealth and Genesys but will not entitle the Commonwealth to any credits if service levels are not met. Any request by the Commonwealth that an SLA designated as a KPI be converted to a credit-bearing SLA shall be negotiated in accordance with the Commonwealth Contract Change Procedures.

Administration of SLA measures:

a) Availability and Degradation SLAs (SLA 1-4): An incident will be determined by the Commonwealth to be an outage or degradation, not both and SLA credits, if any, shall be available only for those SLAs associated with that determination.
b) Agency Level or Agency Contact Center Instance Level SLA: At no time shall the service level credits exceed 100% of the monthly charges associated with the affected contact center(s).
c) Enterprise Level SLAs: At no time shall service level credits exceed $50,000 per month.

Service Level Reference	SL Target	SL Minimum	Earn Back Eligible
SLA # 1 – Contact Center Availability	99.999%	99.5%	12 Months
Service Level Type	Agency Level		
Service Level Description	Contact Center Instance Availability		
Service Level Definition	All Contact Center related Functions shall have Availability equal to or greater than the Service Level.		
Service Measurement	Availability		
Metric Description	This Service Level measures the Contact Center Instance's "uptime," i.e.: the percentage of time the Contact Center instance is operational, functional, and accessible during the applicable Measurement Window.		
Metric Definitions	**Incident:** any event that disrupts the standard operation of the Contact Center, and which causes or may cause, an interruption to, or a reduction in the qualitative or quantitative operation of the Contact Center. **Incident Appearance:** the time the Notice of Incident is sent from Contact Center supplier to the Commonwealth through the approved channel. **Incident Notification Period:** the timeframe within which Contact Center supplier must notify the Agency and the Commonwealth Program Manager through the ITSM System of an Incident after Incident Appearance. **Resolution:** Contact Center has been returned to pre-incident status quo, or improvements/changes made to Contact Center return it to substantially the same status as the pre-Incident status quo. Target Resolution Time: the total time within which Contact Center supplier must fully bring the Incident to Resolution and bring the Service(s) back to full functionality **Outage:** Function. All Functions of the Contact Center instance are unavailable.		
Metric Inclusions	All Contact Center Functions		
Metric Exclusions	• User error; • Non-Incident Agency support such as requests for help in the use of the Service, requests to enhance the service, requests to add or change the Service features, or fulfillment requests (i.e., requests to add users or reset passwords) • Problems resulting from services, equipment, networks or software or other circumstances outside the reasonable control of Contact Center supplier.		

Calculation	% Availability = ((# of days in month* 1440) – downtime minutes))/ (# of days in month*1440)
Remedy	Total monthly changes for each Contact Center Instance in violation based on the following: 99.999% Achieved – 0 <=99.99% Achieved – 5% of monthly charge <=99.90% Achieved – 20% of monthly charge <=99.50% Achieved – 30% of monthly charge* * If 99.5% is not achieved, earn back opportunity is negated.
Data Source/s	ITSM - the Commonwealth is currently using *Service Now*, supplier requested to provide data using the Commonwealth tool if available. If not available, Contractor's data source as approved by the Commonwealth.

Reporting Format/s	Preferred Format: PDF and Excel
	
	Report Elements: (if applicable and available) Header to include Total Number of Tickets, Target SL, Actual SL, Target SL Achieved [Percentage Level], Number of Contact Center Users;
	
	    Detail to include: Ticket Number, Agency, Contact Center Instance ID, User, Group, Circuit ID / WTN, Brief Summary, Severity Level, Start Date & Time, Responded Date &Time, Resolve Date & Time, Hold Time [Hrs:Mins] & Reason, Downtime [Hrs:Mins], Downtime Cause, Resolution Description
	
	    Summarized by Total Downtime [in Minutes], Total Number of Contact Center Users Impacted, Total Potential Uptime
	
	Detailed Exclusion Report: Ticket Number, Agency, Contact Center Instance ID, User, Group, Circuit ID / WTN, Brief Summary, Start Date & Time, Respond Date & Time, Resolve Date & Time, Hold Time [Hrs:Mins] & Reason, Downtime [Hrs:Mins], Downtime Cause; Reason for Exclusion

Measurement Window	Monthly
Service Level Reporting Window	Statistics shall be provided each month by Contact Center supplier within ten (10) business days after the end of the month measured.

Service Level Reference	SL Target	SL Minimum	Earn Back Eligible
SLA # 2 – Contact Center Degradation of Service	99.999%	99.5%	12 Months

Service Level Type	Agency Level
Service Level Description	Contact Center Instance Degradation of Service
Service Level Definition	Any Contact Center related Functions shall have Availability equal to or greater than the Service Level.
Service Measurement	Availability
Metric Description	This Service Level measures the Contact Center Instance's "uptime," i.e.: the percentage of time all or a portion of a Contact Center instance is operational, functional, accessible, but Function is degraded below the benchmark established during user acceptance testing during the applicable Measurement Window.
Metric Definitions	**Incident:**　any event that disrupts the standard operation of the Contact Center, and which causes or may cause, an interruption to, or a reduction in the qualitative or quantitative operation of the Contact Center. **Incident Appearance:**　the time the Notice of Incident is sent from Contact Center supplier to the Commonwealth through the approved channel. **Incident Notification Period:** the timeframe within which Contact Center supplier must notify the Agency and the Commonwealth Program Manager through the ITSM System of an Incident after Incident Appearance. **Resolution:**　Contact Center has been returned to pre-incident status quo, or improvements/changes made to Contact Center return it to substantially the same status as the pre-Incident status quo. Target Resolution Time: the total time within which Contact Center supplier must fully bring the Incident to Resolution and bring the Service(s) back to full functionality. **Degradation of Service** — one or more Function of the Contact Center are operating at a performance level below the benchmark established during user acceptance testing.
Metric Inclusions	All Contact Center Functions
Metric Exclusions	• User error; • Non-Incident Agency support such as requests for help in the use of the Service, requests to enhance the service, requests to add or change the Service features, or fulfillment requests (i.e., requests to add users or reset passwords) • Problems resulting from services, equipment, networks or non-contact center related software or other circumstances outside the reasonable control of Contact Center supplier.
Calculation	% Non Degradation = ((# of days in month* 1440) – degraded minutes))/ (# of days in month*1440)

Remedy	Total monthly changes for each Contact Center Instance in violation based on the following: 99.999% Achieved – 0 <=99.99% Achieved – 5% of monthly charge <=99.90% Achieved – 10% of monthly charge <=99.50% Achieved – 15% of monthly charge* * If 99.5% is not achieved, earn back opportunity is negated.
Data Source/s	ITSM - the Commonwealth is currently using _Service Now_; supplier requested to provide data using the Commonwealth tool, if available. . If not available, Contractor's data source as approved by the Commonwealth.

Reporting Format/s	Preferred Format: PDF and Excel
	
	Report Elements: (if applicable and available) Header to include Total Number of Tickets, Target SL, Actual SL, Target SL Achieved [Percentage Level], Number of Contact Center Users;
	
	    Detail to include: Ticket Number, Agency, Contact Center Instance ID, User, Group, Circuit ID / WTN, Brief Summary, Severity Level, Start Date & Time, Responded Date &Time, Resolve Date & Time, Hold Time [Hrs:Mins] & Reason, Downtime [Hrs:Mins], Downtime Cause, Resolution Description
	
	    Summarized by Total Downtime [in Minutes], Total Number of Contact Center Users Impacted, Total Potential Uptime
	
	Detailed Exclusion Report: Ticket Number, Agency, Contact Center Instance ID, User, Group, Circuit ID / WTN, Brief Summary, Start Date & Time, Respond Date & Time, Resolve Date & Time, Hold Time [Hrs:Mins] & Reason, Downtime [Hrs:Mins], Downtime Cause; Reason for Exclusion

Measurement Window	Monthly
Service Level Reporting Window	Statistics shall be provided each month by Contact Center supplier within ten (10) business days after the end of the month measured.

Service Level Reference	SL Target	SL Minimum	Earn Back Eligible
SLA # 3 – Outage Resolution Time	99.999%	99.5%	12 Month

Service Level Type	Agency Level
Service Level Description	Timeliness of supplier's resolutions to Contact Center Instance Outages.
Service Level Definition	All Contact Center related Incidents shall be resolved within a time equal to or greater than the Service Level.
Service Measurement	Time to Resolve
Metric Description	This Service Level measures the supplier's time to resolve outages of critical Functions, whereby, the Contact Center instance is not operational, functional, or accessible.
Metric Definitions	**Incident:** any event that disrupts the standard operation of the Contact Center, and which causes or may cause, an interruption to, or a reduction in the qualitative or quantitative operation of the Contact Center. Incident Appearance: The time the Notice of Incident is sent from Contact Center supplier to the Commonwealth through the approved channel. **Incident Notification Period:** the timeframe within which Contact Center supplier must notify the Agency and the Commonwealth Program Manager through the ITSM System of an Incident after Incident Appearance. **Resolution:** Contact Center has been returned to pre-Incident status quo, or improvements/changes made to Contact Center return it to substantially the same status as the pre-Incident status quo. Target Resolution Time: the total time within which Contact Center supplier must fully bring the Incident to Resolution and bring the Service(s) back to full functionality. **Outage** —critical Functions are affected by the unscheduled downtime or incident. Service is completely unavailable.
Metric Inclusions	All Contact Center Functions, All Incidents
Metric Exclusions	• User error; • Non-Incident Agency support such as requests for help in the use of the Service, requests to enhance the service, requests to add or change the Service features, or fulfillment requests (i.e., requests to add users or reset passwords) • Problems resulting from services, equipment, networks or software or other circumstances outside the reasonable control of Contact Center supplier. (SME Review Needed)
Timeliness Category Parameter	Less than 30 minutes.
Calculation	Percentage of incidents which were resolved timely. Example: In a given month there were ten incidents. Of the ten incidents, nine were resolved within Target Resolution Time. 9 / 10 = 90.00% % Resolution Time = (Met Tickets)/(All Tickets – Exclusions) * 100

Service Level Reference	SL Target	SL Minimum	Earn Back Eligible
Remedy	Reduction in the monthly invoice amount for each Contact Center Instance in violation based on the following: 99.999% Achieved – 0 99.50% Achieved – 15% of monthly charge* 99.99% Achieved –5% of monthly charge 99.90% Achieved – 10% of monthly charge * If 99.5% is not achieved, earn back opportunity is negated.		
Data Source/s	ITSM - the Commonwealth is currently using _Service Now_; supplier requested to provide data using the Commonwealth tool, if available. . If not available, Contractor's data source as approved by the Commonwealth.		

Reporting Format/s	Preferred Format: PDF and Excel
	Report Elements: (if applicable and available) Header to include Total Number of Tickets, Target SL, Actual SL, Target SL Achieved [Percentage Level], Number of Contact Center Users
	    Detail to include: Ticket Number, Agency, Contact Center Instance ID,User, Group, Circuit ID / WTN, Brief Summary, Severity Level, Start Date & Time, Responded Date &Time, Resolve Date & Time, Hold Time [Hrs:Mins] & Reason, Downtime [Hrs:Mins], Incident Cause; Summarized by Total Downtime [in Minutes], Total Number of Devices, Total Potential Uptime, Resolution Description
	    Summarized by Total Downtime [in Minutes], Total Number of Contact Center Users Impacted, Total Potential Uptime, Resolution Description
	Detailed Exclusion Report: Ticket Number, Agency, Contact Center Instance ID, User, Group, Circuit ID / WTN, Brief Summary,, Start Date & Time, Respond Date & Time, Resolve Date & Time, Hold Time [Hrs:Mins] & Reason, Downtime [Hrs:Mins], Incident Cause; Reason for Exclusion		

Measurement Window	Monthly		
Service Level Reporting Window	Statistics shall be provided each month by Contact Center supplier within ten (10) business days after the end of the month measured.		

Service Level Reference	SL Target	SL Minimum	Earn Back Eligible
SLA # 4 – Degradation Resolution Time	99.999%	99.5%	12 Month

Service Level Type	Agency Level
Service Level Description	Timeliness of the supplier's resolutions to Contact Center Instance degradations.
Service Level Definition	All Contact Center related Function Incidents shall be resolved within a time equal to or greater than the Service Level.
Service Measurement	Time to Resolve
Metric Description	This Service Level measures the supplier's time to resolve a degraded condition during the applicable measurement window.
Metric Definitions	**Incident:** any event that disrupts the standard operation of the Contact Center, and which causes or may cause, an interruption to, or a reduction in the qualitative or quantitative operation of the Contact Center. Incident Appearance: The time the Notice of Incident is sent from Contact Center supplier to the Commonwealth through the approved channel. **Incident Notification Period:** the timeframe within which Contact Center supplier must notify the Agency and the Commonwealth Program Manager through the ITSM System of an Incident after Incident Appearance. **Resolution:** Contact Center has been returned to pre-Incident status quo, or improvements/changes made to Contact Center return it to substantially the same status as the pre-Incident status quo. Target Resolution Time: the total time within which Contact Center supplier must fully bring the Incident to Resolution and bring the Service(s) back to full functionality. **Degradation** — one or more Functions of the Contact Center are operating at a performance level below the benchmark established during user acceptance testing.
Metric Inclusions	All Contact Center Functions, All Incidents
Metric Exclusions	• User error; • Non-Incident Agency support such as requests for help in the use of the Service, requests to enhance the service, requests to add or change the Service features, or fulfillment requests (i.e., requests to add users or reset passwords) • Problems resulting from services, equipment, networks or software or other circumstances outside the reasonable control of Contact Center supplier. (SME Review Needed)
Timeliness Category Parameter	Every four (4) hours that exceeds the threshold is another service month credit.

Service Level Reference	SL Target	SL Minimum	Earn Back Eligible
Calculation	Percentage of incidents which were resolved timely. Example: In a given month there were ten incidents. Of the ten incidents, nine were resolved within Target Resolution Time. 9 / 10 = 90.00% % Resolution Time = (Met Tickets Based on Severity Level)/(All Tickets – Exclusions) * 100		
Remedy	Reduction in the monthly invoice amount for each Contact Center Instance in violation based on the following: 99.999% Achieved – 0 99.50% Achieved – 15% of monthly charge* 99.99% Achieved –5% of monthly charge 99.90% Achieved – 10% of monthly charge * If 99.5% is not achieved, earn back opportunity is negated.		
Data Source/s	ITSM - the Commonwealth is currently using _Service Now_; supplier requested to provide data using the Commonwealth tool, if available. . If not available, Contractor's data source as approved by the Commonwealth.		

Reporting Format/s	<u>Preferred Format</u>: PDF and Excel
	<u>Report Elements: (if applicable and available)</u> Header to include Total Number of Tickets, Target SL, Actual SL, Target SL Achieved [Percentage Level], Number of Contact Center Users
	    Detail to include: Ticket Number, Agency, Contact Center Instance ID,User, Group, Circuit ID / WTN, Brief Summary, Severity Level, Start Date & Time, Responded Date &Time, Resolve Date & Time, Hold Time [Hrs:Mins] & Reason, Downtime [Hrs:Mins], Incident Cause; Summarized by Total Downtime [in Minutes], Total Number of Devices, Total Potential Uptime, Resolution Description
	    Summarized by Total Downtime [in Minutes], Total Number of Contact Center Users Impacted, Total Potential Uptime, Resolution Description
	<u>Detailed Exclusion Report</u>: Ticket Number, Agency, Contact Center Instance ID, User, Group, Circuit ID / WTN, Brief Summary,, Start Date & Time, Respond Date & Time, Resolve Date & Time, Hold Time [Hrs:Mins] & Reason, Downtime [Hrs:Mins], Incident Cause; Reason for Exclusion		

Exhibit B
Service Level Agreement

Service Level Reference	SL Target	SL Minimum	Earn Back Eligible
Measurement Window	Monthly		
Service Level Reporting Window	Statistics shall be provided each month by Contact Center supplier within ten (10) business days after the end of the month measured.		

SLA # 5– Incident Notification Timelines	99.999%	99.5%	12 Months
Service Level Type	Agency Level		
Service Level Description	Timeliness of supplier's notification to the Commonwealth and Agency of Contact Center Instance incidents per the Commonwealth incident notification process.		
Service Level Definition	All Contact Center related Functions Incidents shall be reported within a time equal to or greater than the Service Level.		
Service Measurement	Time to Notify		
Metric Description	This Service Level measures the number of times Contact Center supplier notifies the Commonwealth of incidents within the defined timeliness parameter.		

Metric Definitions	**Incident:** any event that disrupts the standard operation of the Contact Center, and which causes or may cause, an interruption to, or a reduction in the qualitative or quantitative operation of the Contact Center. Incident Appearance: The time the Notice of Incident is sent from Contact Center supplier to the Commonwealth through the approved channel. **Incident Notification Period:** the timeframe within which Contact Center supplier must notify the Agency and the Commonwealth Program Manager through the ITSM System of an Incident after Incident Appearance. **Resolution:** Contact Center has been returned to pre-Incident status quo, or improvements/changes made to Contact Center return it to substantially the same status as the pre-Incident status quo. Target Resolution Time: the total time within which Contact Center supplier must fully bring the Incident to Resolution and bring the Service(s) back to full functionality. **Outage:** see **Commonwealth Outage Notification Process for outage** **Degradation:** see **Commonwealth Outage Notification Process for degradation** **Workaround:** A temporary solution to the problem(s) raised by an Incident, which must be removed for the Incident to be brought to Resolution.
Metric Inclusions	All Contact Center Functions, All Incidents.
Metric Exclusions	• User error; • Non-Incident Agency support such as requests for help in the use of the Service, requests to enhance the service, requests to add or change the Service features, or fulfillment requests (i.e., requests to add users or reset passwords) • Problems resulting from services, equipment, networks or software or other circumstances outside the reasonable control of Contact Center supplier.
Timeliness Category Parameters	Outage is less than 10 min, Degradation is more than10 min less than 30 min
Calculation	Percentage of incidents which were communicated to Commonwealth in accordance with the Commonwealth communication plan. Example: In a given month there were ten incidents. Of the ten incidents, nine were within the stated Notification period. 9 / 10 = 90.00% % Incident Notification = (1-((Incidents Notified within Target Parameter)/(Total Incidents Requiring Notification – Commonwealth Accepted Exclusions)) * 100

Remedy	KPI to be reviewed monthly
	Remedy if SLA is converted to a credit-bearing SLA pursuant to Commonwealth Contract Change Procedures: Reduction in the monthly invoice amount for each Contact Center Instance in violation based on the following: 99.999% Achieved – 0 99.50% Achieved – 15% of monthly charge* 99.99% Achieved – 5% of monthly charge 99.90% Achieved – 10% of monthly charge
Data Source/s	ITSM - the Commonwealth is currently using _Service Now_; supplier requested to provide data using the Commonwealth tool, if available. . If not available, Contractor's data source as approved by the Commonwealth.

Reporting Format/s	Preferred Format: PDF and Excel
	Report Elements: Header to include Total Number of Notifications, Target SL, Actual SL, Target SL Achieved [Percentage Level], Number of Contact Center Users,
	       Detail to include: Ticket Number, Agency, Contact Center Instance ID,User, Group, Circuit ID / WTN, Brief Summary, Incident Start Date & Time, Responded Start Date & Time, Severity Level, Notification Date & Time – Agency & Commonwealth, Resolve Date & Time, Hold Time [Hrs:Mins] & Reason, Downtime [Hrs:Mins], Incident Cause;
	       Summarized by Total Notifications within Target, Total Notifications missed Target. Average Notification Time [in Minutes]
	Detailed Exclusion Report: Ticket Number, Agency, Contact Center Instance ID,User, Group, Circuit ID / WTN, Brief Summary, Incident Start Date & Time, Responded Start Date & Time, Severity Level, Notification Date & Time – Agency & Commonwealth, Resolve Date & Time, Hold Time [Hrs:Mins] & Reason, Downtime [Hrs:Mins], Incident Cause; Exclusion Reason

Measurement Window	Monthly
Service Level Reporting Window	Statistics shall be provided each month by Contact Center supplier within ten (10) business days after the end of the month measured.

Service Level Reference	SL Target	SL Minimum	Earn Back Eligible
SLA # 6 – Change Implementation Timeliness	99.999%	99.5%	12 Months

Service Level Type	Agency Level
Service Level Description	Timeliness that the Supplier implements Commonwealth requested Contact Center Instance changes.
Service Level Definition	All Contact Center related changes shall be implemented within a time equal to or greater than the Service Level.
Service Measurement	Time to Change
Metric Description	This Service Level measures the time to complete change requests for all Contact Center Instance routine and emergency additions/deletions, policy changes, and configuration modifications to the time of fulfillment and operability.

Metric Definitions	**Change Levels for MACD**
	
	Major Change = 1-10 Calendar Days
	     Critical Functions are effected or could be effected by the lack of, or as a result of, the ascribed change.
	          1 Critical: Outage: (Major Change) - critical Functions are effected or could be effected by the lack of, or as a result of the ascribed change.
	          2 High: (Major Change) - some Functions are unavailable but a workaround exists
	
	Minor Change = Greater than 10 Calendar Days
	     All Functions are available and the change does not impact users.
	          3 Medium: (Minor Change) - all critical Functions are available and a workaround exists
	          4 Low: (Minor Change) - all Functions are available and the change does not impact users.
	
	SOW Changes= Dates established based on SOW detail and execution of SOW order
	
	Workaround: A temporary solution to the problem(s) raised by an Incident, which must be removed for the Incident to be brought to Resolution.

Metric Inclusions	All Contact Center Functions, All Change Requests, software and services, equipment and infrastructure within the control of Contact Center supplier.

Service Level Reference	SL Target	SL Minimum	Earn Back Eligible
Metric Exclusions	• Admin Level changes that are completed by the Agency/Commonwealth • Change Timeliness excludes delays resulting from: • Software, equipment or Functions not managed or within the control of the Contact Center supplier; • Scheduled maintenance, provided that the Contact Center supplier informs the Agency of scheduled maintenance that will directly affect the Service at least seven (7) calendar days before maintenance work commences, and the Agency approves the scheduled downtime. • Agency/Commonwealth requested hold-time. • Expedites don't meet the standard		
Calculation	Change Days Missed = (Change Completion Date and Time MINUS (Requested/Standard Start Date) minus (Customer Hold Time)) Example: (Actual (February 3) - Requested/Standard (February 1)) - (1 day Customer Hold Time)= 1 Day Missed % Timely Change Implementations = (1-((Contact Center Instance Change Implementations within Target Parameter)/(Total Contact Center Instance Change Implementations – Commonwealth Accepted Exclusions)) * 100		
Remedy	Reduction in the monthly invoice amount for each Contact Center Instance in violation based on the following: 99.999% Achieved – 0 99.50% Achieved – 15% of monthly charge * 99.99% Achieved –5% of monthly charge 99.90% Achieved – 10% of monthly charge * If 99.5% is not achieved, earn back opportunity is negated.		
Data Source/s	ITSM - the Commonwealth is currently using *Service Now*; supplier requested to provide data using the Commonwealth tool if available		

Service Level Reference	SL Target	SL Minimum	Earn Back Eligible

Reporting Format/s	Preferred Format: PDF and Excel
	
	Report Elements: (if applicable and available) Header to include Total Number of Change Requests, Target SL, Actual SL, Target SL Achieved [Percentage Level
	
	    Detail to include: Change Request Number, Agency, Contact Center Instance ID,User, Group, Circuit ID / WTN, Brief Summary, Requested Start Date & Time, Standard Start Date &Time, Actual Start Date & Time, Completions Date & Time, Hold Time [Hrs:Mins] & Reason, Total Time to Implement (Days)
	
	    Summarized by Total Change Requests, Total Average Time to Implement
	
	Detailed Report: Change Request Number, Agency, Contact Center Instance ID, User, Group, Circuit ID / WTN, Brief Summary, Requested Start Date & Time, Standard Start Date &Time, Actual Start Date & Time, Completion Date & Time, Hold Time [Hrs:Mins] & Reason, Downtime [Hrs:Mins], Total Time to Implement
	
	Detailed Exclusion Report: Change Request Number, Agency, Contact Center Instance ID,User, Group, Circuit ID / WTN, Brief Summary, Requested Start Date & Time, Standard Start Date &Time, Actual Start Date & Time, Completion Date & Time, Hold Time [Hrs:Mins] & Reason, Downtime [Hrs:Mins], Total Time to Implement, Reason for Exclusion		

Measurement Window	Monthly		
Service Level Reporting Window	Statistics shall be provided each month by Contact Center supplier within ten (10) business days after the end of the month measured.		

Exhibit B
Service Level Agreement

Service Level Reference	SL Target	SL Minimum	Earn Back Eligible
SLA # 7 – Time to Respond	99.999%	99.5%	12 Month

Service Level Type	Agency Contact Center Instance Level
Service Level	Timeliness that the Supplier responds to Contact Center Instance Incidents.
Service Level Definition	All Contact Center related Service Calls shall be responded to within a time equal to or greater than the Service Level.
Service Measurement	Time to Respond
Metric Description	This Service Level measures the Contact Center supplier's response time to incoming calls and reported incidents. Supplier is expected to respond within a defined timeliness parameter.
Metric Definitions	**Response:** taking meaningful action to progress the testing and restoration of any Contact Center Service i.e. calling the Commonwealth for additional info, escalating the incident to technical support, requesting access to Commonwealth facilities or logs, etc. **Incident:** any event that disrupts the standard operation of the Contact Center, and which causes or may cause, an interruption to, or a reduction in the qualitative or quantitative operation of the Contact Center. Incident Appearance: The time the Notice of Incident is sent from Contact Center supplier to the Commonwealth through the approved channel. **Incident Notification Period:** the timeframe within which Contact Center supplier must notify the Agency and the Commonwealth Program Manager through the ITSM System of an Incident after Incident Appearance. **Resolution:** Contact Center has been returned to pre-Incident status quo, or improvements/changes made to Contact Center return it to substantially the same status as the pre-Incident status quo. Target Resolution Time: the total time within which Contact Center supplier must fully bring the Incident to Resolution and bring the Service(s) back to full functionality. **Severity 1 Incident: Outage** — all users and critical Functions are affected by the unscheduled downtime or incident. Service is completely unavailable. **Severity 2 Incident: Partial Degradation** — one or more critical business Functions of the Contact Center are unavailable; or a workaround exists for the impacted business Functions. **Severity 3 Incident: Minor Degradation** — all critical business Functions are available but a portion of users are impacted; or a workaround exists for the impacted business Functions. **Workaround:** A temporary solution to the problem(s) raised by an Incident, which must be removed for the Incident to be brought to Resolution.
Metric Inclusions	All Contact Center Functions, All Incidents.
Metric Exclusions	• User error; • Problems resulting from services, equipment, networks or software or other circumstances outside the reasonable control of Contact Center supplier.

Timeliness Category Parameters	• Severity Level 1(must be reported by phone) is less than 10 min, Severity Level 2 & 3 greater than 10 min and less than 30 min
Calculation	Percentage of incidents which were responded to within timeliness parameter. Example: In a given month there were ten incidents. Of the ten incidents, nine were responded to within Target Resolution Time. 9 / 10 = 90.00% % Response Time = (1 – ((Contact Center Instance Incidents Responded within Target Time(s)) / (Total Number of Contact Center Instance Responded Incidents – Commonwealth Accepted Exclusions)) * 100
Remedy	Reduction in the monthly invoice amount for each Contact Center Instance in violation based on the following: 99.999% Achieved – 0 99.50% Achieved – 15% of monthly charge * 99.99% Achieved –5% of monthly charge 99.90% Achieved – 10% of monthly charge * If 99.5% is not achieved, earn back opportunity is negated. .
Data Source/s	ITSM - the Commonwealth is currently using _Service Now_; supplier requested to provide data using the Commonwealth toolif available .
Reporting Format/s	<u>Preferred Format</u>: PDF and Excel <u>Report Elements: (if applicable and available)</u> Header to include Total Number of Tickets, Target SL, Actual SL, Target SL Achieved [Percentage Level], Detail to include: Ticket Number, Agency, Contact Center Instance ID, User, Group, Circuit ID / WTN, Brief Summary, Severity Level, Start Date & Time, Responded Date &Time, Resolve Date & Time, Hold Time [Hrs:Mins] & Reason, Downtime [Hrs:Mins], Incident Cause; Summarized by Total Downtime [in Minutes], Total Number of Devices, Total Potential Uptime, Resolution Description Summarized by Total Response Time [in Minutes], Average Response Time [in Minutes], <u>Detailed Exclusion Report</u>: Ticket Number, Agency, Contact Center Instance ID, User, Group, Circuit ID / WTN, Brief Summary,, Start Date & Time, Respond Date & Time, Resolve Date & Time, Hold Time [Hrs:Mins] & Reason, Downtime [Hrs:Mins], Incident Cause; Reason for Exclusion
Measurement Window	Monthly

Service Level Reporting Window	Statistics shall be provided each month by Contact Center supplier within ten (10) business days after the end of the month measured.		
Service Level Reference	**SL Target**	**SL Minimum**	**Earn Back Eligible**
SLA # 8 – Abandoned Calls	Less than 2%	Less than 5%	12 Month

Service Level Type	Enterprise Level
Service Level	Abandoned Calls
Service Level Definition	Abandoned calls are the percentage of calls in queue abandoned by the caller after thirty [30] seconds but before connecting to a Service Desk agent.
Service Measurement	Service Quality
Metric Description	Total number of abandoned calls greater than 30 seconds, divided by total calls equals percent of abandoned calls; as calculated via Agency Contact Center capabilities.
Metric Definitions	**Call:** defined as a "leg of a call". Example: a call comes into an agent = one call. The agent places the call back in queue after speaking with the customer (this equals a second call).
Metric Inclusions	All Service Desk calls
Metric Exclusions	No exclusions
Calculation	% Abandoned calls = (Abandoned calls / Total calls) * 100
Remedy	KPI to be reviewed monthly

Remedy if SLA is converted to a credit-bearing SLA pursuant to Commonwealth Contract Change Procedures:

Reduction in the monthly invoice amount for each Contact Center Instance in violation based on the following:
One month's credit shall be assessed for each month not achieving less than 2% of contact center.

* If 5% or greater is realized at any time during the earn back period, earn back opportunity is negated. |
| **Data Source/s** | ITSM - the Commonwealth is currently using *Service Now*; supplier must provide data using the Commonwealth tool and Agency Contact Center |

Exhibit B
Service Level Agreement

Reporting Format/s	Preferred Format: PDF and Excel Report Elements: (if applicable and available) Header to include Total Number of Calls, Total Number of Abandon Calls, Target SL, Actual SL, Target SL Achieved [Percentage Level], Detail to include: Daily detailed statistical table to include Date, Daily Number of Abandoned Calls > 30 Seconds, Daily Total Number of Calls, Daily Abandon Rate; Totals to include Number of Abandoned Calls > 30 Seconds, Total Number of Calls, Abandon Rate; Graphical representation
Measurement Window	Monthly
Service Level Reporting Window	Statistics shall be provided each month by Contact Center supplier within ten (10) seven (7) business days after the end of the month measured.

Service Level Reference	SL Target	SL Minimum	Earn Back Eligible
SLA # 9 – Time Required to Answer	98%	95%	12 Month

Service Level Type	Enterprise Level
Service Level	Time Required to Answer
Service Level Definition	The percentage of calls answered within thirty (30) seconds by a Service Desk agent.
Service Measurement	Timeliness
Metric Description	Percent of Service Desk calls answered in thirty seconds divided by number of Service Desk calls answered during the month.
Metric Inclusions	All Service Desk calls.
Metric Exclusions	No exclusions
Calculation	% Time Required to Answer = (Total number of answered calls within 30 seconds / Total calls answered) * 100
Remedy	KPI to be reviewed monthly Remedy if SLA is converted to a credit-bearing SLA pursuant to Commonwealth Contract Change Procedures: Total monthly incidents for each Contact Center Instance in violation based on the following: 98% Achieved – 0 95% Achieved – 15% of monthly charge * 97% Achieved –5% of monthly charge 96% Achieved – 10% of monthly charge * If 95% is not achieved, earn back opportunity is negated.
Data Source/s	ITSM - the Commonwealth is currently using *Service Now*; supplier requested to provide data using the Commonwealth tool. If available

Reporting Format/s	Preferred Format: PDF and Excel
	Report Elements: (if applicable and available) Header to include Total Number of Calls, Total Number of Calls Answered within 30 min, Target SL, Actual SL, Target SL Achieved [Percentage Level],
	Detail to include: Daily detailed statistical table to include Date, Daily Number of Calls under 30 Seconds, Daily Total Number of Calls, Daily Timeliness Rate; Totals to include Total number of calls under 30 Seconds, Total Number of Calls over 30 Seconds, Total Number of Calls , Timeliness Rate
Measurement Window	Monthly
Service Level Reporting Window	Statistics shall be provided each month by Contact Center supplier within ten (10) business days after the end of the month measured.

NOTES:

**Earn Back Eligible: SLAs are eligible for service credit earn back. Service credit for an SLA failure will not be due to the Commonwealth if no other SLA violation for the same SLA occurs in the next twelve (12) months.   Failure to meet the SLA within any of the next the next twelve (12) months will result in the issuing a service credit to the commonwealth on the next monthly invoice.

SLA Management

SLA Methodology and Service Level Agreements

Service Level Methodology

A. General

The Commonwealth has adopted the ITIL framework and has established Service Level Management to maintain and improve IT Service quality, through a constant cycle of agreeing, monitoring, measuring, and reporting upon IT Service achievements and the instigation of actions to acquire quality service.

The Service Level Performance Measures and their targets that are described in this methodology document have been specifically designed to support the Service Level Agreements set forth in Exhibit B.

Effective on the Service Commencement Date, the Offeror will perform the Service to which Service Levels apply, so that the Service Level Performance will, in each month of the Term, meet or exceed, the Service Levels.

New Service Levels may be added or substituted by the Commonwealth as specified in this methodology during the Term. For example, such additions or substitutions may occur in conjunction with changes to the environment and the introduction of new Equipment or Software to support a new or additional service. However, where such Equipment or Software or such means of Service delivery is a replacement or upgrade of existing technology to support an existing catalog service, there shall be a presumption of equivalent or improved performance.

The Offeror holds the responsibility for all measuring, monitoring and reporting capabilities necessary to measure, monitor and report the Offeror's performance against the Service Levels. Except as otherwise stated, all Service Levels must be measured by the Offeror on a 24x7x365 days per year basis. The Offeror must report to the Commonwealth its performance Service Levels upon the measurement window frequency specified in each and shall provide all Service Level substantiating information upon request by the Commonwealth that pertains to the performance of the Offeror's services.

The achievement of the Service Levels by the Offeror may require the coordinated, collaborative effort of the Offeror with other third party Offerors. The Offeror shall provide a single point of contact for the prompt resolution of all Service Level Defaults and all failures to provide high quality Services to the Commonwealth, regardless of whether the reason for such Service Level Defaults, or failure to provide high quality Services to the Commonwealth, was caused by the Offeror.

The Commonwealth and the Offeror will each provide a single point of contact for the management and monitoring of the Service Levels.

B. Reporting

Unless otherwise specified in this methodology, each Service Level shall be measured and reported on a monthly basis. The format, layout and content of such monthly report shall be as directed by the Commonwealth. The Offeror's monthly performance reports are due by the 10th Business day of each month and shall include a set of soft-copy reports such that the Commonwealth is able to verify the Offeror's performance and compliance with the Service Levels. The reports shall provide various metrics related to each of the Service Levels, including but not limited to:

1. Offeror's performance against and calculations with respect to each Service Level during the preceding month;
2. Offeror's performance with respect to each service level as a trend analysis against a thirteen (13) month rolling performance trend report;
3. Potential problems of which the Offeror is aware that could reasonably be expected to result in a failure to meet a service level and remedial actions including summaries of the reports submitted to the Commonwealth.

The Offeror shall provide detailed supporting information for each report to the Commonwealth in a format suitable for use on a personal computer. The data and detailed supporting information shall include the method used by Offeror to calculate the service level performance based on the data measured and reported by the measurement tool such that the Commonwealth is able to reproduce the calculations made by Offeror and validate the results reported in the monthly Service Level Performance reports. All detailed supporting information shall be the Commonwealth's Confidential Information, and the Commonwealth may access such information online and in real-time, where feasible, at any time during the Term. In addition, Offeror shall provide the Commonwealth with direct, unaltered access to review and audit all raw data collection related to Service Levels.

1. If any monthly performance report provided by the Offeror to the Commonwealth does not have sufficient detail and accuracy for the Commonwealth to determine whether the Offeror achieved or failed to achieve the service level for each service level in the immediately preceding measurement window, then the Commonwealth may provide written notice thereof to the Offeror, for a replacement report. The Offeror must provide the replacement report to the Commonwealth within ten (10) calendar days after receiving such notice. If within 10 days of receiving such notice the Offeror fails to deliver to the Commonwealth a revised or replacement monthly performance report containing sufficient detail and accuracy for the Commonwealth to determine whether the Offeror achieved or failed to achieve a Service Level in the applicable Measurement Window, such failure shall constitute a Service Level Default with respect to such Service Level for such immediately preceding Measurement Window.

The Offeror will create, maintain, and provide to the Commonwealth detailed procedure documentation of its Service Level measurement process used to collect Service Level data and calculate Service Level attainment. The process documentation must include quality assurance reviews and verification procedures. The measurement process must be automated to the extent possible, and any manual data collection steps must be clearly documented, verified and auditable. All methods, codes and automated programs must be documented and provided to the Commonwealth for validation and approval. The Offeror must ensure it tests and validates the accuracy and currency of the documentation and measurement process on a quarterly basis.

C. Service Level Obligations
The metrics, measurement standards and other pertinent features are described in the Service Level Data Sheets in Exhibit B. In the event of a Service Level Default, the Offeror shall provide the Commonwealth credits as defined below:

1. The Offeror must begin delivering the services in accordance with the Service Levels as the service offering is implemented, maintained and/or repaired.
2. The Offeror's performance that results in a service level default must:
   a. Entitle the Commonwealth to receive a Service Level Credit
   b. Results in the Offeror promptly preparing a written root cause and recovery plan designed to prevent the reoccurrence of such Service Level default.

3. Any occasional request by the Offeror to temporary SLA relief on a per incident basis must be submitted in advance in writing to the Commonwealth in accordance with the Commonwealth Change/Waiver Procedures. The Commonwealth, must in its sole discretion, determine whether SLA relief should be granted and the period of time for such relief (if any), and its decision in this respect must not be subject to dispute resolution. The Offeror's failure to achieve the Service Level will not constitute a Service Level default or accrue toward a Service Level termination event to the extent such failure is excused in accordance with the terms of the contract.

D. Service Level Credits

1. The total amount of Service Level Credits that the Offeror will be obligated to pay to the Commonwealth, with respect to Service Level Defaults occurring each month and in accordance with the terms of Section E below, shall be credited on the invoice applicable per this methodology document. For example, the amount of Service Level Credits payable with respect to Service Level Defaults occurring in August shall be reported and validated in September and credited to the invoice issued in October.
2. The Offeror acknowledges and agrees that the Service Level Credits shall not be deemed or construed to be liquidated damages or a sole and exclusive remedy or in derogation of any other rights and remedies the Commonwealth has hereunder or under the Contract.

E. Service Level Earn Backs

The Offeror shall have Earn-Back opportunities with respect to Service Level Credits as follows:

1. The Service Level must be identified as Earn Back Eligible per the Service Level Agreement Data Sheet in Exhibit B.
2. Within fifteen (15) days after the Earn Back period as shown on the Service Level Agreement Data Sheets, the Offeror shall provide a report to the Commonwealth that will include, with respect to each Service Level for which there was a Service Level Default, the following:
   a. Statistics on the Offeror's average monthly performance during the Earn Back period
   b. The amount of Service Level Credit imposed for Service Level Default
3. If a Service Level violation is incurred during the Earn Back period, the Earn Back is negated and the credit is due on the next invoice.
4. During an Earn Back period, if a service is terminated by the Commonwealth, the Offeror will not be obligated to fulfill the credit obligation.
5. If the Contract is terminated for default, all service credits are due upon notice of termination.

F. Dispute Resolution

If, after negotiating in good faith, the Commonwealth and the Offeror are unable to agree on an equitable adjustment for the Service Levels within ninety (90) days after completion of the applicable measurement period, either party may escalate the matter in accordance with the dispute resolution procedures set

forth in the contract. Until such adjustment is resolved pursuant to such procedures, Service Levels must remain as originally agreed by the Commonwealth and the Offeror.

G. Additions, Modifications, Deletions

The Commonwealth may add, modify or delete below by sending written notice The Commonwealth may require the Offeror to modify the definition, metrics, data elements, measurement standards, or other pertinent features of any existing service level, by sending a written request to the Offeror at least ninety (90) days prior to the date that such modifications are to be effective; provided that the Commonwealth may send such a request (which request may contain multiple changes) not more than once each calendar quarter. The terms and conditions upon which such modifications of metrics are implemented must be subject to the reasonable and mutual agreement of the Commonwealth and the Offeror and must be determined pursuant to the Commonwealth Contract Change Procedures (in which measurement tools and design changes appropriate to each new service level or modified metric or measurement standard must be negotiated in good faith and agreed). The Offeror may not withhold its consent to add new service levels or modify the definition, metrics, data elements, measurement standards, or other pertinent features of any existing service levels, but the Offeror is permitted to negotiate in good faith the implementation specifics for such requested additions and modifications.

For new Service Levels, the Offeror must submit its proposal to the Commonwealth for review and approval through the Commonwealth's Contract Change Procedures.
The Offeror must begin providing monthly performance measurement within thirty (30) calendar days of the Commonwealth approval.

1. Additions - The Commonwealth may add Service Levels in accordance with this Section G Commonwealth Contract Change Procedures.
2. Deletions – The Commonwealth may delete Service Level Agreements in accordance with this Section G and Commonwealth Contract Change Procedures.

H. Continuous Improvement

The Parties agree to the concept of continuous improvement and beginning 12 months after each Service Level is in effect and annually thereafter, the Parties agree to review each of the Service Levels for effectiveness and to identify potential areas of improvement. The Offeror shall provide a written plan within 30 days of the review date.

I. Measuring Tools

1. The Offeror must provide, implement, maintain and utilize the necessary measurement and monitoring tools and procedures required to measure and report on the Offeror's performance of the services against the applicable Service Levels. The Offeror's measurement and monitoring of service level performance must permit reporting at a level of detail sufficient to permit the Commonwealth to verify compliance with the Service Levels, and must be

subject to audit by the Commonwealth pursuant to the contract. The Offeror must provide the Commonwealth with the information about and access to such procedures upon request for purposes of verification.

2. Any new tolls required for new service levels added after the effective date must be identified in the Change Request Form (required by the Commonwealth Contract Change Procedure) approving such new Service Level. In connection therewith, the Offeror must be obligated to propose a commercially reasonable measuring tool or methodology for a Service Level and if it fails to do so, such tool or methodology must be determined by mutual agreement between the Commonwealth and Offeror.

3. If after the effective date or the implementation of tools for new Service Levels either the Commonwealth or the offeror desires to use a different measuring tool or methodology for a Service Level, it must request such change through the Commonwealth Contract Change Procedure. If the other Party approves the new measuring tool or methodology, the Commonwealth and the Offeror will reasonably adjust the service level measurements to account for any increased or decreased sensitivity in the new measuring tools. It is not anticipated that changes in the measuring tools or methodologies will drive changes in service levels; rather, the need to collect and accurately reflect the performance data should drive the development or change in measuring tools or methodologies.

It is not anticipated that changes in the measuring tools will drive changes in Service Levels; rather, the need to collect and accurately reflect the performance data should drive the development or change in performance monitoring tools. Offeror will configure all measuring tools to create an auditable record of each user access to the tool and any actions taken with respect to the data measured by or residing within the tool. All proposed measuring tools must include functionality enabling such creation of an auditable record for all accesses to the tool.

J. Remedies and Waivers

The exercise by the Commonwealth of its rights under this document, including the right to receive service level credits must be without prejudice to its other rights or remedies under the contract or at law or equity, including the Commonwealth's right to claim and collect damages and the Commonwealth's right to terminate the contract in whole or in part in accordance with the contract.

K. Investigation and Correction

The Offeror must promptly investigate and correct each failure to meet the service levels (whether or not such failure constitutes a service level default) by:

1. Immediate initiation of problem investigations.
2. Report problems and findings to the Commonwealth.
3. Correct problems and meet or restore Service Levels as soon as practicable.
4. Advise the Commonwealth of the root cause of problems and the status of remedial efforts being undertaken with respect to such problems.
5. Provide reasonable evidence to the Commonwealth that the causes of such problems have been or will be corrected.
6. Make written recommendations to the Commonwealth for improvement in procedures.

Exhibit B
Service Level Agreement

Genesys Enterprise Contact Center Services Solution

Presented by:

Response to RFP Number 6100035614

_____

Commonwealth of Pennsylvania

Technical Submittal

January 8, 2016

Office of Administration

Office for Information Technology

Bureau of IT Procurement

506 Finance Building

Harrisburg, PA17120-0400

APPENDIX C - PROPOSAL COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
OFFICE FOR INFORMATION TECHNOLOGY
RFP# 6100035614

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

Offeror Information:	
Offeror Name	Genesys
Offeror Mailing Address	2001 Junipero Serra Blvd Daly City, CA 94014
Offeror Website	www.genesys.com
Offeror Contact Person	███████████████████
Contact Person's Phone Number	
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	
Offeror Federal ID Number	██████
Offeror SAP/SRM Vendor Number	211326

Submittals Enclosed and Separately Sealed:	
17 & 2 CDs	Technical Submittal
2 & 2 CDs	Small Diverse Business Participation Submittal
2 & 2 CDs	Cost Submittal

Signature	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:	
Printed Name	
Title	SVP, Americas Field Operations, NA SALES ADMIN

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

January 8, 2016

Commonwealth of Pennsylvania

Dear Ms. Barbara Booher,

Genesys Telecommunications Laboratories is pleased to respond to the Commonwealth of Pennsylvania's Request for Proposals for Enterprise Contact Center Services. Genesys is uniquely qualified to perform the services given that we are the largest Cloud Contact Center solution provider in the world and our experience with implementing similar statewide contact center services for other U.S. States.

The Genesys service offering will enable the Commonwealth of Pennsylvania to establish a scalable, enterprise cloud solution that will fit the needs of both small, voice only, contact centers in addition to very large service centers offering multiple channels of engagement to constituents. The proposed Genesys solutions will meet the Commonwealth's scalability needs in addition to the Commonwealth's requirements for a multi-tenant, multi-channel enterprise grade solution.

As the Gartner named Worldwide Leader for Contact Center Infrastructure, Genesys is committed to innovation and leadership. Our future proof solutions offer the Commonwealth the ability to improve upon current inefficiencies due to having multiple contact center vendors, many of which are re-selling several solution components in order to offer a multi-channel solution.

As the manufacturer of our solutions, Genesys offers a unique, industry-leading, cloud-based omni-channel system of engagement. All interactions, regardless of channel, are managed by a central routing engine. Our services will improve transparency, inter-agency communication and operational efficiencies, while also reducing agency spend across the Commonwealth and most importantly, improving the customer experience.

Once again, thank you for your consideration in allowing Genesys to provide this response. We look forward to discussing the opportunity with you in the near future.

Sincerely,

████████████

Account Executive

Table of Contents

EXECUTIVE SUMMARY

The Commonwealth of Pennsylvania's stated objective is to establish a scalable, cloud based enterprise solution that fits the needs of both small, voice only, contact centers yet is adaptable to fit the customized needs and requirements of very large service centers. These very large service centers handle 20,000 - 40,000 interactions per day across a myriad of contact types such as inbound voice, outbound voice, email, chat, instant messaging, and social media integration.

Additionally, the Pennsylvania Department of Human Services currently offers clients and providers in excess of one hundred toll-free numbers, with little self-service functionality, reporting or integration with existing databases.

The Genesys Customer Experience (CX) Platform offers the Commonwealth and its unique agencies an industry-leading multi-tenant, omni-channel, interactive contact center platform that scales and adapts to the diverse needs of the state government and the public it serves.

The decision to leverage a true cloud-based solution for contact center deployment carries with it several significant benefits for the Commonwealth of Pennsylvania. Agencies benefit by always having access to the latest and greatest contact center technology in the world; time to value will be maximized because advanced features and capabilities are included "out of the box" in the service - such as support for modern digital channels - alleviating the need for lengthy deployments and unnecessary expense on "custom" solutions. More importantly, the Commonwealth can focus solely on managing the **customer experience** rather than managing multiple siloed solutions.

Genesys cloud solutions offer the ability to quickly scale contact center capabilities to meet the needs of the Commonwealth's

Major Benefit of the Cloud: Realizing Value Quickly

business and the fluctuating needs of its citizens such as increased call volumes due to emergencies or other major events.

- Genesys Cloud is designed to support customers operating from 1 to 10,000 agent seats per tenant (customer instance).

- Our scalable and flexible infrastructure allows us to support an unlimited number of tenants.

- Scaling in the Genesys Cloud enables agencies to size Contact Centers up or down as needed, to address seasonal volume and load fluctuation based on bursts of activity

- Genesys solutions built on a distributed computing model allows it to be arbitrarily scalable.

Genesys has been at the forefront of advancing customer service, creating one of the world's first highly scalable Computer Telephony Integration (CTI) solutions. Our earliest innovations enabled call center agents to concentrate on resolving customer issues and greatly improved the customer experience, as customers no longer had to repeat information already spoken to the IVR.

- The Genesys suite of products, built as an application layer, allows customers to manage call centers separate from its underlying infrastructure.

- ████████████████████████████████████

- Genesys also supports a number of out-of-the-box adapters to integrate to large CRM systems such ███████████████ ████.

Genesys has led the industry in innovation for the past 25 years, not only with Contact Center technology, but also in key enterprise applications such as analytics, mobile and social engagement, and performance management.

- In 1995, the company introduced new technology to move from ACD to CTI

- In 1999, Genesys led the charge to move from voice to multichannel.

- Shortly after that in 2001, the company created technology to transition from IVR to VXML.

- In 2006, Genesys introduced a solution to transition from TDM to SIP technology.

- More recently, the company introduced technology to help organizations transition from premises-based solutions to cloud-based solutions.

- Genesys solutions provide maximum insight into (and control over) contact center operations.

- Today, the company owns and maintains over 750 patents for contact center and customer experience technology.

A History of Innovation

Genesys has been at the forefront of advancing customer service. Creating one of the world's first highly scalable Computer Telephony Integration (CTI) solutions, our earliest innovations enabled call center agents to concentrate on resolving customer issues, instead of having to ask customers to repeat information. In 1995, the company introduced new technology to move from ACD to CTI. Four years later, in 1999, Genesys led the charge to move from voice to multichannel. Shortly after that in 2001, the company created technology to transition from IVR to VXML. In 2006, Genesys introduced a solution to transition from TDM to SIP technology. More recently, the company introduced technology to help organizations transition from premises-based solutions to those that are based in the cloud. Genesys solutions provide maximum insight into (and control over) contact center operations. Today, the company owns and maintains over 750 patents for contact center and customer experience technology.
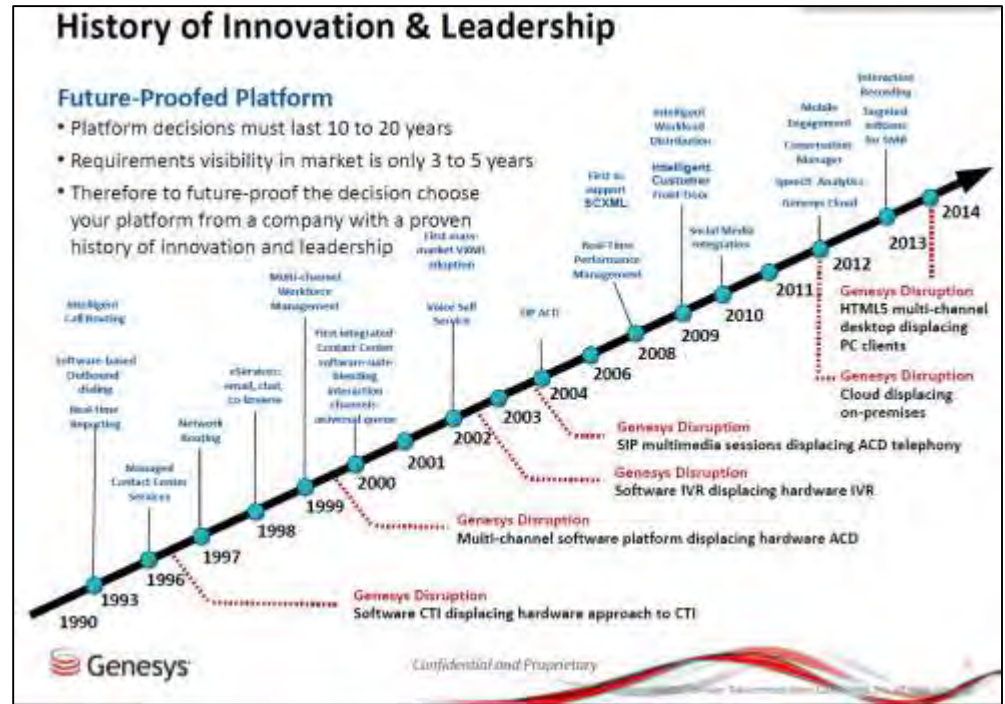
Figure 1 – Genesys History of Innovation and Leadership

The rapid growth of Genesys in the cloud space is the result of an aggressive business strategy that we have executed to now become the market-leading cloud contact center solution provider

By transitioning to Genesys cloud solutions, the Commonwealth of Pennsylvania will realize benefits, such as:

- **Faster time to value**, allowing for innovation and flexibility

- **Lower costs of deployment**, no CAPEX required

- **Infinite Scale with assured ROI**

A critical benefit of a true cloud deployment is that adding capacity on an "as needed" basis – rather than attempting to forecast maximum capacity up-front and maintain infrastructure for maximum capacity needs.

Scaling in the cloud enables agencies to size their unique contact centers up or down as needed. This addresses seasonal volume and load fluctuation based on bursts of activity.

Frost & Sullivan recognized Genesys with the **2015 North American Company of the Year Award for Cloud Customer Contact Solutions** (for more information, please see the attached "Frost & Sullivan-Cloud Customer Contact Solutions Company of 2014 – Genesys.pdf)."

Gartner released the Magic Quadrant for Call Center Infrastructure 2015, which is an annual report analyzing the call center infrastructure industry. Gartner positions vendors based on Completeness of Vision and Ability to Execute.

Gartner defines contact center infrastructure (CCI) as the products (equipment, software and services) needed to operate call centers for telephony support and contact centers for multichannel support.

Evidence of our leadership in both innovation and execution has come from Gartner, who placed Genesys in the Leader's quadrant of the Contact Center Infrastructure Magic Quadrant for the past 7 years – the last 4 years running as the Visionary Leader of the industry.

Our spirit of innovation is what makes Genesys a **future-proof** platform and the awards that Genesys has received demonstrate our commitment to maintaining our position of leadership, supported by our continued investments towards innovation.

1. TECHNICAL SUBMITTAL

1.1 STATEMENT OF THE PROBLEM

The Commonwealth of Pennsylvania is currently faced with challenges associated with maintaining multiple, non-integrated contact center solutions in addition to meeting the varying needs of agencies due to their size and purpose. It is seeking a scalable, cloud-based solution that will meet the needs of both small, voice only contact centers in addition to very large, complex service centers handling upwards of 40,000 interactions a day across a myriad of channels.

Additionally, the Pennsylvania Department of Human Services currently offers clients and providers in excess of one hundred toll-free numbers, with little self-service functionality, reporting or integration with existing databases.

Advanced cities, states, national and international governmental organizations, such as the Commonwealth, are viewing 'smart government' as the best solution for the challenges of the world's urbanization. Citizens now expect 'one government', accessible via a variety of channels and available when they need them, 24x7.

As the Commonwealth explores unified and intelligent service delivery, it must focus on the 'smart engagement' of citizens. Without a centralized citizen engagement environment, providing a unified experience, that is 'intelligent' in managing omnichannel citizen interactions and efficient to operate, will be challenging. As described throughout this proposal, the Genesys platform provides the 'Smart Engagement' that the Commonwealth needs to offer world-class customer experiences to its citizens.

Additionally, Governments are uniquely challenged to continually improve customer experience and add new services, often with the same or shrinking budgets. At the same time, demands for greater transparency force agencies to make more information available to the public, government leaders and lawmakers. The Commonwealth needs an industry-leading reporting and analytics tool to meet these demands and to constantly drive improvements throughout its programs. The reporting capability that Genesys offers supports a manager's ability to respond to up-to-the-moment circumstances and to continuously improve the effectiveness of the contact center.

Genesys reporting is a single, consolidated data source for business analytics and data-mining for Genesys' Customer Experience Platform. Traditional operational metrics ensure efficiency, but not necessarily effectiveness. Reporting applications, performance and analytical applications built with Genesys reporting data allow a business manager to view contact center metrics from different business dimensions, to truly understand the effectiveness of campaigns, routing strategies and resource utilization. Critical business data such as skill

utilization across teams, revenue per customer segment, service levels per service type, and business outcomes across interaction channels can all be analyzed easily with Genesys reporting which offers a unique and comprehensive historical and real-time view of contact center operations while also enabling supervisors to manage more resources and reduce administration costs.

1.2   MANAGEMENT SUMMARY

Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

Improving the Citizen Experience with Genesys

www.genesys.com/solutions/industry/government

Genesys assists agencies with providing public services more efficiently and effectively by streamlining citizen interactions, reducing the potential for errors and improving compliance. Whichever channel citizens choose, Genesys offers context and reason for contact – while applying knowledge, account history and best practices to satisfy the citizen request. With the industry's best routing technology, Genesys evaluates skills and availability, and connects citizens to the best resource available to assist them. Genesys can also proactively offer online assisted service that increases completion rates, prevents customers from switching channels and reduces costs. Departments and agencies can prioritize and proactively distribute administrative tasks anywhere in the organization using Genesys. It can also provide Business Intelligence, which significantly improves operational efficiency, allowing agencies to meet SLAs and measure regulatory compliance.

The Genesys Solution

Industry leading Customer Experience Suite that scales to meet the needs of simple, smaller agencies to large, complex agencies.

At its core, the Enterprise-capable platform provides a world-class routing and reporting engine capable of scaling to the State's required agent and interaction volumes while being able to adapt flexibly and economically to the needs of small, medium and large complex agency requirements. Genesys enables Customer Experience by providing:

Genesys Professional Services

"The combination of in-house knowledge plus Genesys' systems expertise and project management ability ensured that the installation went well. If it weren't for the experience of the PS team, we wouldn't have been able to complete the project so fast. They certainly added value."

RH DonnelleySponor

Our local account team has nearly 20 years experience with the Commonwealth and Department of Human Services (DHS).

Genesys Professional Services Delivers

- **Rapid Deployment Packages help clients get up and running very quickly, with Genesys PS assisting with on-boarding functions and migration planning**
- **Collaborate with the Commonwealth on a migration plan that will facilitate a smooth transition and allow for integration with existing systems and technology infrastructure**

Local staff who understand the Commonwealth's requirements

The strength of a project team lies in the personnel who are actually assigned to a project, rather than the credentials of the Contractor. For this reason, Genesys has partnered with Info-Matrix Corporation to provide a dedicated account team, systems integration expertise, and implementation services. In addition to providing our industry-leading contact center solution, we have assembled a team that thoroughly understands the complexities of the Commonwealth's business and IT environment. Our local team stands ready to assist you in accomplishing your objectives.

Our team includes the following skills and experience:

- **Certified Senior Project Manager with significant experience in team leadership, project management and change management**
- **Proven ability to manage projects from inception to deployment**
- **Deep technology experience with current technologies and business practices**

- **Nearly 20 years' experience with the Commonwealth, including experience with the wide variety of technology platforms used throughout the agencies**

- **Deep knowledge and experience with the various IT systems and programs at the Department of Human Service**

GENESYS AT A GLANCE

Among top 50 largest software companies worldwide

3,500+ customers across 80 countries and 200+ partners
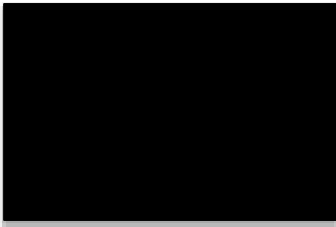
Frost & Sullivan 2014 Company of the Year for Cloud Customer Contact Solutions

Why Genesys?

What makes us different from our competitors?

Genesys is the most advanced enterprise software and service provider in the customer experience market today. For over 20 years, Genesys has brought innovation to the customer experience market from software based CTI through cross-channel routing and continuing with advanced analytics, modern desktops, and the ever growing integrations that allow companies to define their branded experience, always with an eye towards standards and open platforms.

Gartner has rated Genesys a magic quadrant leader 7 years running for Customer Experience and a Visionary Leader 5 years running. Gartner also named Genesys the 2015 Gartner Magic Quadrant Worldwide Leader for Contact Center Infrastructure. Additionally, Frost & Sullivan recognized Genesys with the 2014 North American Company of the Year Award for Cloud Customer Contact Solutions. Over 40% of Fortune 500 and 50% of global 200 companies use Genesys to improve their Customer Experience (CX) processes.

Figure 2 – Gartner Magic Quadrant for Call Center Infrastructure 2015.

Our spirit of innovation makes Genesys a future-proof platform and demonstrates our commitment to innovation and leadership in the customer experience and contact center industry.

Genesys Services Unique Benefits

- **All-in-one platform consolidates the entire multi-vendor contact center stack**

- **Operating seamlessly within your enterprise, Genesys cloud solutions are designed to fully engage with and leverage your existing telephony, data and applications structure**

- **Solution offers a single point of configuration, management, routing and reporting**

- **World-class analytics embedded in the platform**

ROADMAP TO SUCCESS

"We are focused on improving our customer care service to provide a faster response and action for the business and residential customers we serve. Genesys Business Consulting has developed a comprehensive roadmap that will help us in achieving our business and customer satisfaction goals."

MTS Allstream

Business Consulting

Genesys only focuses on Call Centers… That's what we do.

Genesys differentiates our business model from competitors by helping agencies identify and achieve improvements with demonstrable, reportable returns.

Many of our state agency customers have taken advantage of Genesys Business Consulting to improve the customer experience and back office efficiencies. Our unique agency assessments encompass people, process, technology, and strategy, which results in a unique deliverable that tailored to an individual agency, based on analysis of the current and ideal state and the gaps in between. Genesys delivers a detailed transformational roadmap with tactical, executable recommendation and associated business care analysis using agency data that we collaborate with you to collect.

Genesys Business Consulting is your guide to achieving the ultimate in value in customer service business. It is an elite team of professionals, each with 12-25 years of expertise in customer experience management. Genesys bases its work on proven business strategies, operational practices, and technology employed by the leaders in 12 industries around the world. From our experience in working with so many complex organizations across industries and across the globe, we offer industry benchmarks and best practices around customer segmentation, customer experience management, contact center maturity, and phased rollout strategies.

Genesys Consulting Deliverables

- **Strategic planning and roadmap development**
- **Plan aligning processes, resources, and technology with agency business goals and objectives**
- **Identify the current gaps and recommend opportunities**
- **Comprehensive business case summarizing the recommended solutions**

Genesys has worked with many states doing similar Enterprise Contact Center consolidation and modernization projects and has specific experience partnering with state Health and Human Service departments. For example, the State of Michigan Department of Human Services had a challenge that required a major rethink of its contact center operations. The department now uses an innovative IVR solution from Genesys.

The following 2014 KPI Achievements chart illustrates the State of Michigan's impressive results and how Genesys' solution improved the lives of Michigan citizens. Please see the attached "Genesys Case Study – State of Michigan Dept of Human Services."

Figure 3- State of Michigan 2014 KPI Achievements before and after Genesys' solution.

For solution implementation, Genesys proposes a phased approach with the Department of Human Services (DHS) being the first priority. If awarded, Genesys Business Consulting will engage with DHS and the Commonwealth immediately to develop a plan based on needs and best practice recommendations.

Based on our current understanding of the DHS environment, Genesys makes the following solution recommendations:

1. **Self-Service - Genesys Self-Service IVR solutions stand completely on their own and there is no need to use other Genesys technology. A good IVR will have some level of integration with a CRM or backend system to provide a degree of personalization. A great IVR will not only provide a personalized and predictive experience for constituents, but the IVR will carry context from other channels into the caller experience. Similarly, if a caller ends a call and switches to another communication channel (i.e., the Web), the context of the conversation is not lost and the constituent can pick up right where they left off in the IVR. With the implementation of an IVR, agencies using Genesys have seen:**

   • **80% reduction in live agent calls**
   • **10% increase in automation rate**
   • **40% reduction in average representative talk time**

2. **Proactive Communications (PCC) – PCC refers to any outbound communications solution that delivers proactive notifications, alerts, or other messages. PCC sends messages via telephone or other channels such as email, SMS, chat or social media. Proactively communicating with constituents decreases the volume of inbound calls by nearly 40% and leads to higher customer satisfaction rates. Both inbound and outbound self-service solutions are best used for common repetitive tasks, such as surveys, status checking, making a payment or confirming an appointment.**

3. **Enterprise Workload Management (EWM) – Genesys EWM supports all communication channels and work items through integration with the Genesys Customer Experience Platform. Back office work items may have handle time split out over multiple days or weeks. Unlike most planning solutions that still utilize Erlang-C-based forecasting models for back office operations, Genesys**

EWM provides a variety of sophisticated forecasting algorithms to deliver the highest possible forecast accuracy that best fits the specific characteristics of each work type. EWM offers a unique capability of consulting the workforce schedule in real time while routing the interactions and work items. This helps to prevent routing interactions for work items to employees not scheduled to work on the specific activity. It also saves unplanned overtime costs and eliminates the need for supervisors to keep a pulse on what activity needs to be worked on by whom and when.

4. **Genesys Digital Channels** offers a comprehensive platform for handling all Digital customer communication channels including email response, web forms, text chat, Social Media, SMS/MMS, Cobrowse and an open interface for adding third party or custom media channels. All this while gaining the benefits of leveraging the Genesys Customer Experience (CX) Platform—creating a seamless, consistent Omni-Channel environment for all customer transactions, regardless of channel.

5. **Genesys Interaction Analytics** is our award-winning Customer Interaction Analytics platform. Genesys leverages customer interactions via multiple channels including calls, e-mails and chat sessions, as well as direct customer feedback via social media sources, and analyzes each interaction or source of feedback for critical topics and events, as well as customer sentiment, with unmatched accuracy. The system precisely and completely "listens" for all topics discussed by customers and contact center agents and then identifies and categorizes exactly what took place within each interaction.

Genesys also provides tools that assist agencies with assessing their own needs based on a Simple, Moderate, or Complex rating. There may be variances in described functionality based on the

solutions chosen across complex and simple contact centers, however, the Genesys response adequately addresses the expected grouping of needs across the different types of contact centers the Commonwealth has. A deeper dive discussion would be required to understand and explain the significance of these differences.

Conclusion

As the world's leading provider of open software applications designed specifically to optimize customer interactions – in the contact center and across the enterprise, Genesys is a valuable partner for the Commonwealth of Pennsylvania as it embarks on a process to design multi-channel contact centers to meet needs of agencies of all sizes. The proposed Genesys solution is ideally suited to meet the Commonwealth's needs. However, Genesys recommends additional discussions and discovery to tailor the solution fully to specific business requirements and project phases.

Based on our experience and approach, Genesys is confident that, after careful evaluation, the Commonwealth will find that the Genesys solution is the best choice for its current and future contact center needs. The Genesys Team looks forward to continuing to partner with the Commonwealth of Pennsylvania and looks forward to next steps for the Enterprise Contact Center Services initiative on the next steps of the contact center modernization initiative.

1.3   WORK PLAN

Describe in narrative form your technical plan for accomplishing the work.   Use the task descriptions in Part IV of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event.   If more than one approach is apparent, comment on why you chose this approach

Genesys is committed to providing key resources described in Section 1.5. Personnel. The actual personnel hours and task milestones and deliverables will be provided with each work order after the Commonwealth has selected the contact centers to be implemented.

Genesys Professional Services (PS) have completed thousands of implementations worldwide over the years, providing us with the experience necessary to deliver high performance, made to order solutions to our clients effectively and efficiently. From this expertise, a structured process, which consistently produces the repeatable success our clients expect has emerged. An engineering approach to the examination and resolution of complex problems built the process for the Genesys Professional Services Project Life Cycle Methodology. This process, founded upon a concept of a repeatable series of essential activities through which all business systems must pass during the stages of their construction and operation, ensures the incorporation and adherence to Best Practices.

Genesys project team will provide you with a description of our proposed products and services and an initial Project Plan that details the project, tasks, milestones, and time relationship.

A sample project plan is shown in Section IV-V. Reports and Project Control outlines Genesys' detailed project plan.

Part IV-3 Requirements

The following requirements and standards must be met. By submitting a proposal, Offeror acknowledges its understanding of the following requirements and standards and its agreement to meet those requirements and standards. Offerors must describe in their technical proposal how the requirements, as described in this section, will be met.

   A. **Technical Requirements**

      1. The selected Offeror must meet the requirements stated in **Appendix L**, **ECCS Requirements Matrix.**

Genesys has reviewed and completed Appendix L, ECCS Requirements. Our solution is 100% compliant with your requirements. Over 91% of the requirements are accomplished with out-of-the-box functionality. The remainder is easily configurable or accomplished with customization. Please refer to our responses in Appendix L, ECCS Requirements.

2. The selected Offer must provide ongoing administrative support as required by individual Commonwealth contact centers. Administrative support includes, but is not limited to, call routing, addition of feature sets, and applying holiday or special routing to the contact center.

   Acknowledged. Administrative support is covered in the form of Genesys MAC/D support. Please see Appendix_V for further detail.

3. In the technical proposal, Offeror must provide an up-to-date list and detailed description of all known issues within its proposed solution as of the response date of this RFP. The list shall be kept up-to-date throughout the life of the contract.

   As a Genesys Cloud customer, the Commonwealth of Pennsylvania's agencies will receive Proactive Service Advisory as part of the Genesys Customer Care service agreement. The Proactive Service Advisory provides Email communication notifying you of known issues and recommended solutions. The notifications can be set to daily or weekly frequency.

4. In the technical proposal, Offeror must describe features of the proposed solution that are in addition to those set out in **Appendix L**, **ECCS Requirements Matrix** and that will be provided to the Commonwealth at no additional cost.

   Given that this is a cost competitive solicitation, Genesys has described several value-add solutions that we believe is of benefit for the Commonwealth, however, were not requested as part of the proposal. Some components of the features described below are included as part of our response and some are not. What is or is not included will be dependent on the contact centers specific requirements.

   In addition to the proposed solutions, it is important to note that the Genesys CX Platform integrates with any Web-based database, allowing agencies to leverage investments made and improve upon them by creating self or assisted service functionality for constituents with real-time information at no additional cost. An example of leveraging existing infrastructure would be the Microsoft Lync or Skype for Business available within the Microsoft Office 365 suite. The Genesys Multimedia Connector for Skype for Business would allow constituents

to connect to an agency contact center via Lync or Skype for Business and effortlessly transition from any channel including telephone calls, skype calls, Skype IM sessions, interactions on the web and even video calls initiated from the web or Skype.

The Genesys Multimedia Connector for Skype for Business offers integration between Microsoft Lync 2013/Skype for Business and the Genesys Customer Experience Platform. Callers are able to use channels enabled by Lync or Skype for Business in the Enterprise to contact Customer Service specialists.

As part of a full Skype for Business integration, telephone calls, Skype calls, Skype IM sessions, interactions on the web, video calls initiated from the web or Skype and specialized endpoints like video kiosks are included, in addition to the ability to seamlessly transition from any one of these channels to another. With a Lync 2013 integration, the available interaction modes include telephone calls, Lync calls and IM sessions, or a combination of the two.

Contact Center agents can use a single application (Genesys Workspace) to accept and manage interactions from all channels - those enabled by Genesys as well as Lync or Skype for Business.

The combination of Genesys and Skype for Business enables multi-modal conversations between customers and agents. Customers can start a conversation on IM, add voice and video, share screens from a Skype-enabled web site, or they can contact a company through Skype from a laptop or a smartphone. In addition, the internal collaboration improvements provided by Genesys and Skype for Business make it easier to find and involve subject matter experts throughout the Enterprise, helping agents solve customer problems more quickly and efficiently.

Using Skype for Business as the overall communication platform in the Enterprise enables IM, video and screen sharing in addition to voice. These channels can be used separately or in combination within the same multimodal interaction; for instance, an interaction can start as an IM session, and then escalate to voice or video. Alternatively, during an IM session either a customer or the agent could send a URL, and then include screen sharing to show navigation of a web site.

In addition to the Genesys Skype for Business Connector, Genesys also offers a Workforce Optimization solution at an additional cost to the Commonwealth. Today's marketplace leaders are relying on continuous Workforce Optimization (WFO) where the workforce optimization and contact center infrastructure work

together in a fully integrated fashion. Genesys leads the industry with the full integration of both Workforce Optimization (WFO) and the work distribution cycle, which delivers advanced levels of workflow management automation and agent performance improvement.

Automation Drives Efficiency, Quality and Compliance:
Continuous Workforce Optimization is fueled by highly accurate speech analytics, text analytics and employee performance analytics for every customer interaction. Unlike most other interaction analytics solutions, Genesys Speech and Text Analytics can automatically trigger various cross-WFO workflows to instantly notify a supervisor or influence scheduling and routing without human intervention. This workflow management software automatically removes repetitive manual interventions across the WFO lifecycle and improves your business performance and the customer experience.

Integration Comes Standard with Automated Workflow Management:

Continuous Workforce Optimization from Genesys offers the full range of capabilities you can expect from an industry-leading WFO Suite. Built on the Genesys Customer Experience Platform, it offers a high level of workflow management automation using shared common application services, such as a consolidated user-skills database, and schedule-based routing for both front and back office tasks.
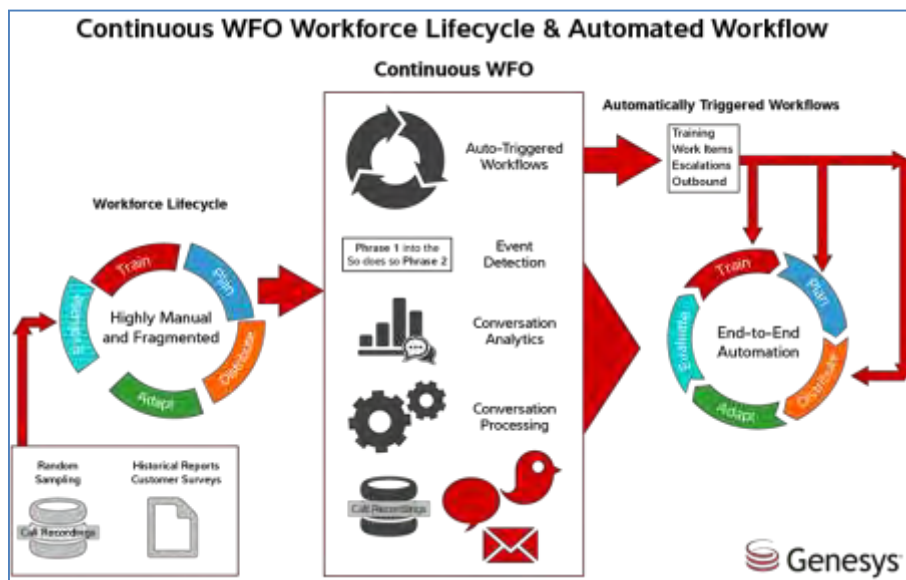
Figure 4. Continuous WFO Lifecycle & Automated Workflow.

Unlike other workforce optimization solutions, Genesys Continuous Workforce Optimization's is seamless integration with the Genesys Routing capabilities, helps you can obtain leading workforce optimization capabilities and your contact center infrastructure from one vendor. Additionally, Genesys offers industry-leading expertise through Genesys Guru, a portfolio of managed services that help maximize your resources and workforce optimization investment by delivering best practices and actionable insights for improving customer experiences.

B. Hosting Requirements.

The selected Offeror must meet the hosting requirements stated in **Appendix M, Hosted Applications Service Requirements**.

Genesys has reviewed the requirements as described in Appendix M and other referenced appendices within, and has included information below and in attachments for the Commonwealth's review and clarification.

Genesys provides a comprehensive hosted service with well-defined best practice processes for security, change, incident, problem and service level management as described in our "Genesys Support Guide – Care for the Cloud" and in our "Cloud Security Whitepaper" included as attachments to this RFP.   The service is not solely dedicated to the Commonwealth and as such has specific policies and programs in place to support this hosted service.   As stated within this RFP, the Commonwealth is still in progress with defining some processes and policies of its own. Genesys can work with the Commonwealth to review and potentially adapt/coordinate with those processes as they are defined.

The security and data privacy models that Genesys employs are described as follows:

Genesys bases its data privacy model on a simple premise that we do not share customer's data with any third party, and only use that data for purposes, which are specified by our customers. Genesys stores only information that pertains to interactions. It does not store information about a client's customers. The client maintains any databases or CRMs that maintain data about the client's customers.

Our regulatory restrictions are driven by our customers' requirements – each customer has different needs for handling or sharing data between regions or storage of data. Our policies and architecture provide for strong protections and restrictions on the distribution of customer data, as well as the flexibility for customers to determine where they wish to specify the storage of their data (whether limited to a specific region or globally distributed).

These include controls over:

- **Governance, coupled with defined policies, standards, and procedures**
- **A defined security organization with responsibility for security and privacy**
- **Defined standards for asset handling and management including data privacy**
- **Thoroughly vetting personnel and third-parties to ensure they comply with required security and company policies**
- **Physical security and the protection of media, resources, and facilities that handle our customer's data**
- **Operational controls, which includes configuration standards, change control, protection against malicious software, monitoring, logging and alerting, vulnerability management, patch management, handling of encryption, and data backups and restoration**
- **Network security, which includes the appropriate network access controls, monitoring, logging and alerting, remote and third-party connectivity, and internet access controls**
- **Defined user access roles, allowed authentication methods, and procedures for handling new, changing, and terminated users**
- **Software development, which includes defining standards and functional requirements, security standards that must be adhered to, cryptography standards, testing requirements, and handling of findings**
- **Incident response and communication, handling, and resolving security incidents**
- **Business continuity and disaster recovery plans and controls to ensure the availability of the system according to stated service levels**
- **Compliance audits to ensure that all controls are operating effectively and providing protection for our customer's services and data Genesys Cloud provides Application Security against DoS attacks and external events (power**

failure) through multiple layers of system resiliency and redundancy, with a management framework that detects and corrects faults by continuously monitoring and maintaining application connectivity.

In addition to the statements above, there is a great deal of additional detail available for the Commonwealth's review in the attachments "Genesys Cloud Security White Paper" and "Genesys Support Guide – Care for the Cloud."

Please refer to Appendix 1, "IT Contract Terms and Conditions" for further detail.

C. **Governance.**

The Commonwealth uses ITIL based processes. The selected Offeror must follow current and future Commonwealth processes. Current Commonwealth processes are outlined in the following Appendices:

1. **Appendix N, Change Management Process**

2. **Appendix O, OA-OIT Incident Management Process**

3. **Appendix P, OA-OIT Financial Management Process**

4. **Appendix Q, OA-OIT Problem Management Process**

5. **Appendix R, Contract Change Control Procedures**

6. **Appendix S, OA-OIT Service Level Management Process**

The Commonwealth is in process of developing and documenting its ITIL process. The appendices listed above are provided for reference purposes only. The documents are samples, including some in draft form, and may be modified by the Commonwealth from time to time.

Genesys provides a comprehensive service with defined processes for change, incident, problem and service level management as described in our Care for the Cloud Support Guide that we have included for the Commonwealth's review. Genesys is willing to work with the Commonwealth to review and potentially adapt processes as they are defined.

Please see attached "Genesys Support Guide – Care for the Cloud." Business Care for Cloud is included as part of this proposal. The additional features available for Flex Care for the Cloud are covered by Key Personnel as described in Section 1.5 – Personnel.

D. **Service Level Agreements (SLA).**

The selected Offeror must meet or exceed the SLAs described in Appendix T, Service Level Agreement. The SLAs will apply to all contact centers. Service Level Credits will apply if the SLAs are not met.

Offeror shall describe how its solution ensures compliance with SLAs.

Genesys delivers an impressive record of up time, which draws upon the following strengths:

1. **An established, mature IT organization that has defined roles, responsibilities, and industry best practices to maintain the solution and respond to any incidents.**
2. **State of the art datacenters that host Genesys Cloud.**
3. **High Availability built into the cloud solution so that a back-up module takes over upon local failure of a component within a data center.**
4. **Support for disaster recovery allows Genesys cloud to switch to an alternate, geographically separated data center.**

Please refer to Appendix 1, "IT Contract Terms and Conditions" for additional information about the service level agreement.

E. **Interfaces.**

The selected Offeror's solution must support existing and future integration points and connections with the Commonwealth and third party vendors. The solution must include the capability to add additional interfaces for the Commonwealth's future needs.

1. The selected Offeror must provide integration with the Commonwealths financial tool, currently SAP.

   There are multiple options for integrating Genesys Cloud and SAP. If Pennsylvania's SAP implementation features a web-based front end, this can be integrated into the Genesys Workspace Web agent interface. In this type of implementation, the SAP interface simply becomes a frame in the Genesys agent desktop. The system can automatically pop the relevant customer information based on ANI or information the caller entered in the IVR.

   Alternately, if the SAP implementation does not feature a web-based front end, the Genesys Cloud solution features APIs for the manipulation of third-party systems. Using this API, the Genesys Cloud can request SAP to show specific records, providing the screen pop functionality.

Implementing these capabilities would require a professional services engagement. The specific approach taken will require more in-depth discussion and understanding of the systems and functions Pennsylvania wishes to integrate.

2. The selected Offeror must provide integration with the existing agency interfaces described below.

   a. Customer Relationship Management (CRM).
   The Commonwealth currently has one CRM vendor, Infor/Enwisen, that integrates directly with the OA HRSC contact center that provides caller (employee) information automatically to the agent that handles their call.

   Genesys Cloud supports integrations with a number of third-party solutions including CRM systems, development architectures, and custom client applications. The integration framework provides web services and APIs to support a broad range of desktop integrations across interaction services, data services, and agent services. ████████████████████
   , The Genesys solution also supports URL-based screen pops for browser-based solutions, managed as part of the calls attached data.

   The design and execution of CTI integrations is a core competency for all Genesys Professional Services implementation staff. Delivering enterprise routing and reporting, and integrating with CRM, legacy systems, and ancillary contact center systems is something that Genesys has specialized in for over twenty years.

   b. Interactive Voice Response (IVR).

   i. The Department of Health will have, at the time of contract award, an IVR that connects directly with a Microsoft SQL Server 2008 R2 database. This IVR system will handle approximately 200 calls a day, 15 simultaneous calls at a time that last an estimated 10 minutes per call. This system allows callers to enter check information directly into Women, Infant, and Children (WIC) database to process WIC checks. This is a 24/7/365 system.

   Acknowledged

   ii. The Department of Revenue (DOR) has seven (7) separate IVR applications. Five are tax specific self-service, one is used to request faxed forms and one is used for Lottery winning numbers.

Self-Service Tax Applications IVR provides read only access to DOR mainframe and SAP hosts systems, via secure web service. Users typically enter a tax ID and some other identifying piece of information such as prior year tax liability or current year refund amount requested. Information garnered from the mainframe are Personal Income Tax that will read to callers refund status, return filed status, and estimated tax payments and Property Tax Rent Rebate (PTRR) which will read to callers rebate status or the application will pass the caller into the appropriate PTRR contact center queue if certain conditions on the account are met and the call is within contact center hours. Corporate Tax will read information to callers such as payments and credits from the SAP host system.

Acknowledged.

The Fax Forms IVR is a self-service application to have tax forms mailed/emailed or faxed back. The "mailed" leg uses a transcriber mailbox to obtain address, email and forms wanted for information from the caller, and passes messages to an email resource account in the Commonwealth exchange system. Users manually retrieve and fulfill these requests out of the resource account. Faxed back leg collects fax phone number, form IDs, and uses a flat file integration with the Commonwealth's Kofax solution to match form IDs to PDF documents in the Kofax document store. Kofax will then fax the forms back to the requesting caller automatically.

Acknowledged.

Lottery Winning Numbers is currently a manual entry to the self-service application by Lottery end users. A web application and phone (backup) are the current manual mechanisms for updating numbers.

Acknowledged.

3. Recording Servers

Some Commonwealth contact centers use an on premise recording server with a vendor provided user interface that allows users to search for recordings. The contact center automatically downloads all inbound and outbound recordings to these servers for retention and later use. Recording information can be found in Appendix K, ECCS Recording Information by Contact Center.

As part of the Genesys cloud solution, we are offering interaction voice recording and screen capture.

Genesys Cloud Interaction Recording provides a comprehensive software solution to address market needs and challenges for the following areas:

- Legal and Regulatory Compliance
- Liability and Dispute Resolution
- Supports Training, Coaching, and Speech Analytics

Genesys Cloud Screen Capture monitors and records agent screens, providing agencies with the means to evaluate the performance of individuals or groups of contact center agents throughout the organization. Screen Capture provides a full view of customer interactions when paired with Call Recording.

<u>Genesys Interaction Recording - Voice</u>

To address business needs around both liability protection and quality management, the Commonwealth of Pennsylvania can record either all calls into the cloud service or just a portion. Standard telephony information or call routing data provides the basis for call recordings. For example, a Customer could choose to record only "child abuse" customer calls.

All relevant Customer Data chosen to be collected, is also stored with the recording, allowing for searching within recordings. For example, you can search by standard telephony information, such as caller ID. Call recordings can also be paused and resumed by agents – such as triggering a pause during the collection process so that the credit card information is not recorded.

Users can access call recordings from any location with secure network connectivity. The Service retains call recordings and stores them securely in the cloud. The customer uses their security certificates for encryption, which ensures that only the customer has access to the recordings.

Below is a screenshot of the SpeechMiner user interface for Interaction Voice Recording. The picture shows an example of a filtered list of recordings with a recording selected for review.

Figure 5 – Genesys Interaction Recording - Voice

Interaction Recording – Voice Functionality includes:

- **Full-time recording— records every call for a specific dialed number**

- **Selective recording— a decision to record a party in the call is made based on a specific routing strategy or other criteria, and the recording starts as soon as the call is established**

- **Policy-based recording by Tenant and line of business**

- **Dynamic recording—Recording Sessions are established on an as-needed basis after the Communication Session is established**

- **Record based on attached data – "Call Type=Heating Assistance"**

- **A call recording can be started while supervisor monitoring is enabled**

- **Real-time control of the call recording—the recording can be paused and resumed on demand by the agent or by the workflow when the customer provides sensitive data such as a PIN. This is the same functionality as Dynamic recording.**

- **IVR recording**

- **Audio Tones for compliance**

- **Multi-site call recording and retrieval**

- **Full PKCS #7 encryption**

- **Storage, Retrieval, and Archive support**

- **Systemic monitoring and alarming**

- **Unified SpeechMiner UI across Call Recording and Quality Management**

<u>Genesys Interaction Recording – Screen Capture</u>

To improve the customer experience and employee performance and detect out-of- compliance conversations, Interaction Recording is a key requirement for every modern customer service organization. Through Interaction Recording, customer service operations can monitor the quality of interactions, identify training needs and continuously help to improve the performance and quality of employees.

Increasing First Contact Resolution and Ensuring Compliance

Connecting customers with well-trained and knowledgeable employees who can answer questions effectively or resolve a problem on the spot can help you increase first contact resolution and deliver a better customer experience. By analyzing recorded interactions, you can identify and remedy potential root causes for missed first contact resolution.

Ensuring regulatory compliance begins with recording all interactions and every part of the conversation, no matter if it spans multiple personnel and locations. When resolving a customer complaint or dispute you quickly need to find the relevant recorded interaction. Genesys Interaction Recording ensures that you record 100% of all interactions, both the voice conversation and screen transactions, and can quickly retrieve them when necessary.

Enhance Voice Interaction Recording with Genesys Screen Capture

Genesys offers one solution for the delivery of customer interactions and interaction recording. As a result, the interaction routing and interaction metadata control the types of interactions for recording. Defining which interactions to record and finding your recorded interactions has never been easier.

The Genesys Screen Recording Add-on to your Genesys Cloud Contact Center extends your Interaction Recording beyond voice to include the agent desktop screen. Genesys Screen Capture records the agent's desktop activity, aiding in training and compliance. Genesys Customer Experience Cloud Platform seamlessly integrates Genesys Screen Capture and stores recorded screen video in the cloud along with your voice recordings.

The SpeechMiner interface provides a unified tool for managing all your recorded data, and allows sophisticated search, browse and playback using the automatically captured metadata stored with the recorded data.

Genesys Screen Capture stores video using non-proprietary codecs and encryption, and supports multi-segment customer journey capture.

The below screenshot shows an example of the SpeechMiner interface of a screen capture being reviewed along with the associated voice recording for it.

Figure 6 - Genesys Screen Capture

Key features of Genesys Interaction Capture - Screen include:

- Screen Recording
- Policy-based Recording
- Percentage-based recording
- Search and Retrieve
- PCI/DSS Compliance
- Attached Data
- Single Sign-on
- Desktop Controls
- Complete integration with Genesys voice interaction recording
- Encryption
- Support for voice and non-voice interactions

- **Support for ACW and for capture of attached data during ACW**

- **Support for dual monitors**

- **Support for Windows 7 64-bit computers.**

4. Recording and Data FTP.
Select agencies will require the selected Offeror to use FTP, SFTP, web services, and database integration for the transmission and receipt of contact center data including, but not limited to call recordings.

Genesys supports the listed transmission methods for receipt of contact center data such as reports and call recordings. Genesys can allow your authorized personnel to upload and download encrypted report data via SFTP and can download call recordings singly or in bulk.

F. **Solution Support.**
The selected Offeror must provide system support as described in **Appendix L, ECCS Requirements Matrix** Category 8.0. The selected Offeror shall use the Commonwealth's ITSM system, currently Service Now. The selected Offeror must be capable of receiving tickets, calls, and chat from the Commonwealth's Tier 1 Help Desk or telecommunications staff.

Genesys Customer Care offers web portal and direct telephone access to Customer Care experts for problem resolution, status reporting, documentation clarification, and technical guidance. Genesys Customer Care provides support 24 hours a day, 7 days a week for critical business situations. Please refer to the attached "Genesys Support Guide – Care for the Cloud" document for details.

Genesys Care for Cloud provides for the ability to open and manage cases as described below:

Business Care for Cloud

Business Care for Cloud allows you to maintain and protect your investment by ensuring it operates at its fullest potential.

Features include:

- **Web Portal Case Management. Open and manage cases through the Customer Care web portal.**
- **Knowledge Base Access. Comprehensive, web-based tool available 7X24 leverages documents to share knowledge, answer questions, communicate best**

practices, and minimize effort toward identification and resolution of known issues.

- **Proactive Service Advisory.** Email communication notifying you of known issues and recommended solutions. The notifications can be set to daily or weekly.

- **Platform and Network Monitoring.** Non-intrusive 24X365 monitoring of the complete solution using SNMP and Cisco IPSLA testing for network and circuit monitoring, and performance monitoring tools such as Orion Network Performance Monitor.

- **Platform Upgrades and Updates.** Leveraging the standards-based cloud services oriented architecture keeps your Genesys solutions generally current at all times for consistency and cost minimization, and upgrades are generally transparent to you unless they involve new features, which will be available in the agent screen or System Manager the next time a user logs in.

- **7X24 Phone Support for Unlimited Case Management.** Available 7X24 via phone, you have immediate access to submit a case or speak live to a Customer Care expert. Using a tier-less support model, Genesys Customer Care immediately assesses each incoming case for complexity and routes the cases to the right certified professional to manage through restoration.

- **Defined Response Targets.** Defined targets are based on case severity levels documented in the Genesys Care for the Cloud Program Guide.

- **Mobile Device Access.** The Genesys Care Mobile App, developed by Genesys Customer Care, provides a flexible and fast way for communicating with us: review open cases or post case updates. You can download the app from the iTunes App Store through mobile devices for iOS and Android.

In addition to the above, we have attached our "Genesys Support Guide – Care for the Cloud" for the Commonwealth's review.

G. **Audits and Reporting.**
1. The selected Offeror must accept and support all requests by the Commonwealth to audit the solutions. Audits may include but not be limited to state, federal, and internal audits of the solution functions, reports, notices, security, financials, and generated files. The selected Offeror may be required to take remedial action based on the audit findings.

Standard Genesys Cloud operations processes provide compliance audits to ensure that all controls are operating effectively and providing protection for our customer's services and data. Genesys Cloud provides Application Security against DoS attacks and external events (power failure) through multiple layers of system resiliency and redundancy, with a management framework that

detects and corrects faults by continuously monitoring and maintaining application connectivity. Genesys will cooperate with the Commonwealth regarding third-party audits. The Commonwealth shall provide Genesys with reasonable notice of any such audit. The Commonwealth and Genesys also agree to use commercially reasonable efforts to limit the frequency and scope of third-party audits and to ensure that such audits conform to Genesys' reasonable confidentiality and information security policies. In the event of an IRS audit, Genesys will comply with comply with IRS Publication 1075 to the extent it is applicable to information stored in the Genesys Cloud Services.

2. The selected Offeror must develop, at a minimum, the reports specified in **Appendix L, ECCS Requirements Matrix** and **Appendix U, Reporting Examples**. The Commonwealth reserves the right to add or delete reports.

Genesys recognizes that within every Contact Center, it is critical to provide robust information - not merely operational metrics, but also detailed business-level information associated with each interaction. Ultimately, this enables you to measure the effectiveness of your business strategies.

Genesys Cloud includes useful operational and historical reporting for business intelligence. A standard set of reporting templates or widgets provides web-based, near real-time operational reporting. For historical reporting, many configurable templates are also available via Genesys Interactive Insights. New operational reporting dashboards or historical reports can be authored and/or customized by customers having completed Training or as required, by Genesys Professional Services.

Real Time Reporting

Pulse Real-time reporting includes:

- **15 reporting widget templates**

- **Customizable widgets and dashboard layouts**

- **Four types of chart options: Line, Grouped Bar, Stacked Bar, and Grid**

- **Statistics and objects can be displayed within different type of user-defined widgets: Donut, Grid, Key Performance Indicator (KPI), and List**

- **Refresh rates for quick updates at approximately three seconds**

Pulse's Real-Time Reporting provides several pre-defined report templates and widgets that are ready to use out of the box:

Template	Description	Business Significance
Agent Group Status	Presents the current number of agents in the various states.	The ability to view a representation of all the agents assigned to a group and their current states provides supervisors a quick look at available staff and an at-a-glance view of their current states, for example, agents on calls, on hold, waiting for calls, or not ready with reason.
Agent KPIs	Presents reports with KPIs of agent group in a contact center.	Agents manage many transactions and states in addition or related to answered calls. Viewing all the data in a single report provides the supervisor with an understanding of agent's performance as a function of first call resolution. For example, transfers as compared with number answered may indicate unresolved first contact customer inquiries.
Agent Login	Presents an agent's properties and login information.	Agents are provided logins or devices and are assigned to media that match their skills. With this report, the supervisor can ensure the agents are logged in where they should be and managing the media for which they are responsible.

Template	Description	Business Significance
Campaign Activity	Monitors the activity associated with outbound campaigns.	Outbound marketing manager can find out how many records were loaded to an outbound campaign, already dialed as well as the progress of the campaigns with the percentage of the calls dialed. Managers can monitor the progress of your marketing campaigns across multi-sites as well as the service level of your activities on the same dashboard, which helps your manager to adjust their intraday marketing activities based on the current service level and entire workforce.
Campaign Callback Status	A report presenting information related to campaign initiated callbacks.	Outbound marketing manager can find out basic information about callback records were loaded to an outbound campaign.
Campaign Group Activity	Monitor the activity associated with outbound Campaign Groups.	Provides high-level view of campaign activities to measure operational campaign performance.
Campaign Group Status	Monitor the current state and durations associated with outbound campaign group activity.	Provides high-level view of campaign activities to measure current campaign status and help managers manage their workforce based on current workload.

Template	Description	Business Significance
Email Agent Activity	A report presenting agent or agent group activity as it relates to the processing of Email type contacts.	Enables Supervisor to track specifically agent activities based on mail interactions.
Email Queue Activity	A queue report presenting an overview of current or near real-time activity in the individual email queues.	Operational reporting
Chat Agent Activity	A report presenting agent or agent group activity as it relates to the processing of customer chats.	Enables Supervisor to track specifically agent activities based on chat interactions.
Chat Queue Activity	A queue report presenting the service level and the waiting time before handling chat requests	Operational reporting
eServices Agent Activity	Monitors agent group KPIs related to eServices (chat, email, SM) media to monitor and see if behavior problems exist that need to be addressed.	Agents manage many multimedia transactions and states in addition to answered calls. Viewing all the data in a single report provides the supervisor with an understanding of agent's performance as a function of first call resolution. For example, transfers as compared with number answered may indicate unresolved first contact customer inquiries.
eServices Queue KPIs	A queue report presenting an overview of current or near real-time activity for eServices channels.	Operational reporting
IWD Agent Activity	A report presenting agent or agent group activity as it relates to the processing iWD work items type contacts.	Enables Managers to measure the workforce performance to handle the workload based on back-office activities like a fulfillment of a mortgage application procedure.

Template	Description	Business Significance
IWD Queue Activity	A queue report presenting an overview of current or near real-time activity associated with the iWD queues.	Operational reporting
Queue KPIs	Presents call activity statistics associated with the queues.	A key performance indicator in a contact center is often related to abandoned calls so it is critical to have a comprehensive understanding of why callers abandon, which is typically related to lengthy wait times, This report provides a quick analysis indicating some kind of action. Contact center management develops the criteria or level of service that their customers expect. This report provides the primary view used to determine if the contact center is meeting those established operational targets.
Queue Overflow Reason	Presents reasons why calls were cleared from queues.	Typically the preference is that calls are managed by the originating queue and staffed or skilled agents. This report presents the overflow conditions for each queue and associated statistics indicating how, why, and where the calls are redirected.

Below is an example screenshot of the Genesys Cloud's web-based real-time reporting dashboard. The screenshot shows some example queue statistics and various ways of viewing them.
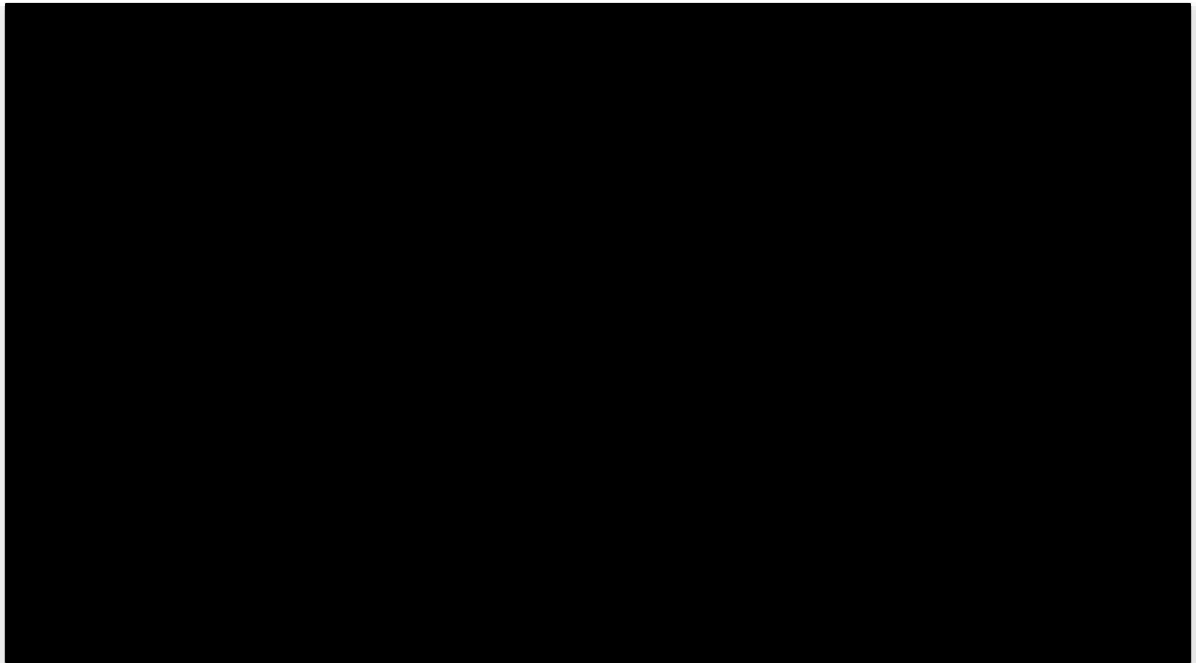
Figure 7 - Genesys Pulse Real-time Dashboard

Regarding any real-time reporting data, a customer can utilize the Genesys Web Services SDK to retrieve real-time data for various ACD metrics and then display them on multiple external wallboards. Customers can also use the Genesys Web Services SDK or Genesys Pulse to display real-time statistics on TV monitors or web browser-based views supporting agents not near a screen.

Historical Reporting

Interactive Insights' Historical Reporting provides several reports that are ready to use out of the box, and provide easy-to-read summaries of the performance of your contact center. You can specify date and time ranges for each report, and make other choices to control the output of each report. Interactive ▮▮▮▮▮ ▮▮▮▮▮▮▮▮ and draws aggregated historical information from the Genesys Info Mart data warehouse to provide reports.

Report	Example Use Case
Agent Activity Business Result—Displays the proportion of calls that led to each Business Result.	Use this report to understand the outcomes (in terms of the defined Business Result) of interactions received in the contact center during a specified period of time. (You can specify the Date Range, Agent Group, Agent, Media Type, Interaction Type, and Tenant.)
Agent Group Membership Details—Displays when each Agent entered and exited each group.	Use this report to understand how agents are distributed among Agent Groups.
Agent Login/Logout Details—Displays the times when agents logged in and out and the duration of each login session.	Use this report to understand how individual agents spend their time between calls. (You can specify the Date, Hour Range, Agent Group, Agent, Media Type, and Tenant).
Agent Not Ready Reason Code Details—Displays what percentage of time agents spend in Not Ready states, and charts the reasons agents give for Not Ready time.	Use this report to understand the frequency and duration of agent breaks, and to compare the relative use of each Not Ready code by each agent.
Agent State Details—Displays the times and durations of the various agent-state changes during specified time period.	Use this report to track the time agents spend in various non-call-related states, to better understand how effectively agent time is used. (You can specify the Date, Hour Range, Agent Group, Agent, Reason Code Type, Media Type, and Tenant).
Agent Time—Displays a high-level breakdown of the duration of the different agent states for a specific media type.	Use this report to understand how agents are using their time. The report shows you how long agents spend in each state (Ready, Not Ready, Busy, or Unknown). (You can specify the Date Range, Agent Group, Agent, and Media Type).
Interaction Flow Details—Traces an interaction as it passes through various contact center resources. The report shows each target that the interaction reached, how the interaction was processed at that target (for example, Abandoned, Completed, Diverted, or Transferred), how long the processing took, and other details about the interaction.	Use this report to understand, in detail and from a customer perspective, how interactions progress. (You can specify the Timestamp(s), Target Agent, Target, Queue, Customer ID, From, To, Media Type, Interaction Type, Tenant, and Interaction ID).

Report	Example Use Case
Interaction Handling Attempt Details—Summarizes segment-related details with regard to agent handling of contact center interactions, including data for all interaction types, but excluding extended facts associated with the interaction.	Use this report to understand how much time was required to distribute interactions to agents, and how the agents participated in the interactions. (You can specify the Timestamp(s), Target Agent Group, Target Agent, Last Queue, Customer ID, From, To, Business Result, Customer Segment, Service Type, Service Subtype, Media Type, and Interaction Type).
Interaction Volume Business Result—Displays what percentage of interactions achieve each Business Result, and highlights cases that do not meet the baseline service objective.	Use this report to gauge the service level on a day-by-day basis. (You can specify the Date Range, Business Result, Media Type, Interaction Type, and Tenant).
Queue Summary Business Result—Displays information about how effectively calls are handled on a queue-by-queue basis.	Use this report to assess the service-level performance of queues: how many incoming calls are offered, how many are accepted by an agent, and how many are abandoned by the caller.
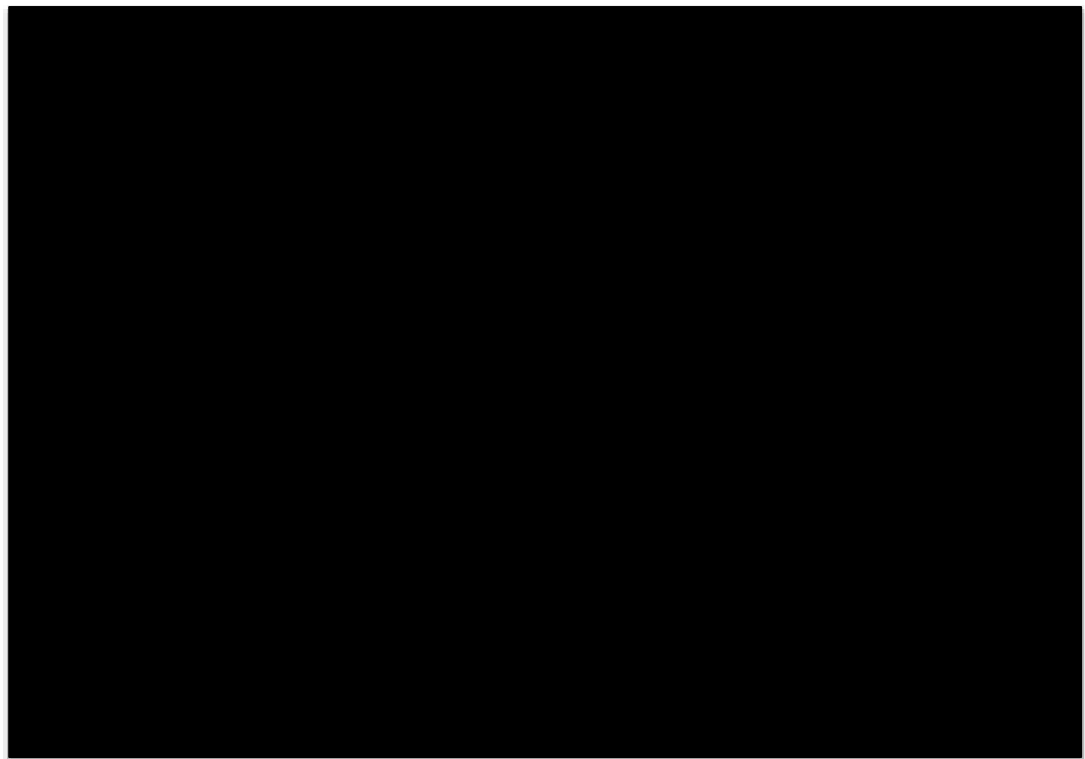
Figure 8 – Historical Reporting with Interactive Insights

H. Policies and Procedures.

1. The programs supported by this project are subject to Health Insurance Portability and Accountability Act (HIPAA). The selected Offeror must act as a Business Associate as specifically set forth in Exhibit A (Business Associate Agreement) attached to **Appendix A, IT Terms and Conditions**.

   Please refer to Appendix 1, "IT Contract Terms and Conditions" for further detail.

2. The selected Offeror must comply with the Breach of Personal Information Act (73 P.S. § §2301 *et seq*.) - http://www.legis.state.pa.us/cfdocs/legis/Li/uconsCheck.cfm?txtType=HTM&yr= 2005&sessInd=0&act=0094.

   Genesys will comply with the Breach of Personal Information Act.

3. The solutions must be compliant with IRS Publication 1075 security requirements for taxpayer data.

Genesys only uses this data for customer-approved purposes and to provide the contracted Genesys Cloud services.

Genesys mandates and maintains stringent security policies to protect personal data, as per required regulations. We undergo rigorous annual audits to validate our compliance as well as adequate security and privacy controls.

We have enclosed our "Cloud Security Whitepaper" that describes all of our cloud security measures.

I. **Security Requirements.**

1. In the technical proposal, Offerors must describe the security features embedded into the solution and provide a security plan document detailing system security features.

These include controls over:

- **Governance, coupled with defined policies, standards, and procedures**

- **A defined security organization with responsibility for security and privacy**

- **Defined standards for asset handling and management including data privacy**

- **Thoroughly vetting personnel and third-parties to ensure they comply with required security and company policies**

- **Physical security and the protection of media, resources, and facilities that handle our customer's data**

- **Operational controls, which includes configuration standards, change control, protection against malicious software, monitoring, logging and alerting, vulnerability management, patch management, handling of encryption, and data backups and restoration**

- **Network security, which includes the appropriate network access controls, monitoring, logging and alerting, remote and third-party connectivity, and internet access controls**

- **Defined user access roles, allowed authentication methods, and procedures for handling new, changing, and terminated users**

- **Software development, which includes defining standards and functional requirements, security standards that must be adhered to, cryptography standards, testing requirements, and handling of findings**

- **Incident response and communication, handling, and resolving security incidents**

- **Business continuity and disaster recovery plans and controls to ensure the availability of the system according to stated service levels**

- **Compliance audits to ensure that all controls are operating effectively and providing protection for our customer's services and data Genesys Cloud provides Application Security against DoS attacks and external events (power failure) through multiple layers of system resiliency and redundancy, with a management framework that detects and corrects faults by continuously monitoring and maintaining application connectivity.**

In addition to the description above, we have also included our "Cloud Security Whitepaper" for review.

2. In the technical proposal, Offerors must describe the security breach incident reporting procedure for the solution.

Genesys has an incident management process for security events that could affect the confidentiality, integrity, or availability of systems or data. It specifies courses of action and procedures for logging and classifying an incident, customer and management notification, escalation, investigative and forensic response, incident mitigation, appropriate regulatory actions, and documentation. Incidents affecting customer data or service receive the highest priority.

Our corporate information security policies are confidential and not for external dissemination, but we have provided a Table of Contents (TOC) of our policies.

3. The Offeror must provide an incident response plan, to be approved by the Commonwealth.

Our incident response plan is well documented, response teams are identified, and the plan is tested at least annually with all relevant parties. The process includes procedures for investigation, communication with management and customers, escalation, engagement of third parties as appropriate, and SLAs for each activity in the process. Upon contract award, Genesys will work with the Commonwealth to provide an approved incident response plan.

Please see a copy of Genesys' Cloud Procedure – Incident Response TOC.

4. The selected Offeror must ensure that the solution provides for the safeguarding of data and shall incorporate features for maintaining program integrity.

Unauthorized data access and the abuse of user privileges are common concerns for multi-user environments. Ensuring data correctness and its instant availability over the course of its lifecycle is critical for the business. Unauthorized parties must not corrupt or modify data, software, or the configuration.

Disclosure of confidential customer information can result in serious legal consequences for a contact center, as well as the loss of a customer. Privacy

includes protecting not only the customer's proprietary data, but also transaction and call statistics and sometimes, their identification as a customer of a particular contact center.

Genesys provides the following security features to address data confidentiality:

- **User Passwords**
- **Object-Based Access Control**
- **Role-Based Access Control**
- **No Default Access for New Users**
- **Encrypted Data in Databases**
- **Encrypted Configuration Database Password**
- **Inactivity Timeout**
- **Hide Selected Data in Logs**
- **Security Banner at Login**
- **Tag Selected Data in Logs**
- **Last Logged In Display**

The attached "Genesys Cloud Security White Paper" provides more information on the Genesys philosophy and approach with respect to security for our cloud solutions.

5. The selected Offeror must ensure the ITP's and generally accepted security principles are followed. The Commonwealth reserves the right to review external audit to ensure compliance.

Providing documents with respect to Genesys' security and compliance posture presents a security risk to Genesys; therefore, in an effort to comply with Genesys' information security policies and procedures, providing company proprietary documentation to third parties is restricted.

6. The selected Offeror must provide adequate backup and recovery features to ensure that critical business functions can continue in cases of system disruption or outage and that the system can be reconstructed in the case of a failure or

disaster. In the technical proposal, Offerors must describe backup and recovery features and processes.

Acknowledged. The system is architected with N+1 redundancy at each component layer within each data center, and geographic redundancy using multiple data centers. This architecture minimizes the possibility of downtime.

In the event of a component failure at a data center, the N+1 architecture ensures no single component can degrade the performance of the overall system. For example, if five servers are necessary to provide the services, then six are provisioned. These servers would form a logical pool of capacity, and the failure of any one unit would not degrade the contracted capacity offered to the customer. This type of redundancy applies to each type of resource in the data center such as hard disks, network connectivity, electrical power sources, and more.

In the event of a catastrophe at a data center, each geographical region is made up of twin data center sites. Each of these facilities handles the full contracted load of its region.

The State of Pennsylvania would resume normal operations with virtually no delay.

J. **Personnel**

Please refer to Section 1.5 Personnel.

K. **Training**

Please refer to Section 1.6 Training.

L. **Outgoing Transition Plan.**

Should OA decide to transition the work being done under the contract resulting from this RFP to a different vendor, the selected Offeror shall actively and cooperatively participate with OA and the incoming vendor. The selected Offeror must provide OA and the incoming vendor, upon OA's request, any and all data, content, files, instructions,

processes, and all other items deemed appropriate by OA to successfully transition services and work effort. Data shall be provided in a format that is considered an industry-standard and approved by OA.

The selected Offeror shall develop an outgoing transition plan when requested by OA. The outgoing transition plan shall be reviewed and approved by the OA. Once approved by OA, all activities included in the outgoing transition plan must be completed within sixty (60) days from request.

Subject to the Commonwealth paying all applicable fees, Genesys is willing to work with the Commonwealth and its selected vendors on a plan. Genesys does not share any confidential and proprietary information.

M. Disaster Recovery (DR).

The selected Offeror must employ disaster recovery procedures to prevent an interruption in the use of the solution as described in **Appendix L, ECCS Requirements Matrix**. Offeror shall describe its disaster recovery plans for maintaining operations during disasters. Offeror shall provide detailed information regarding its DR systems, architecture/frameworks, capabilities, governance, and procedures. Offeror shall describe how its disaster recovery plans support compliance with the required system availability as described in **Appendix T, Service Level Agreement**.
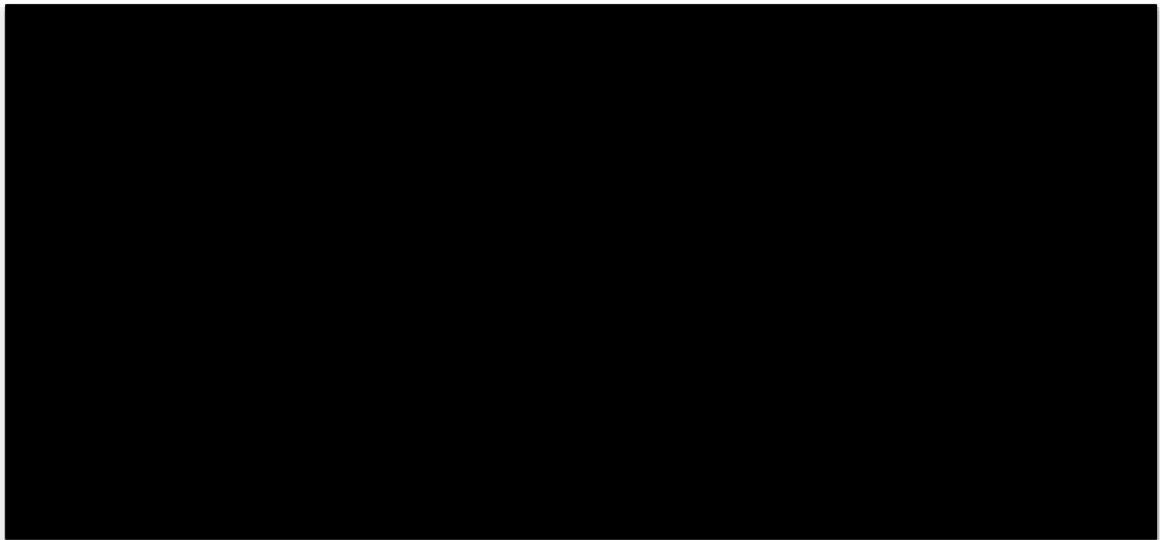
The Genesys Cloud team will work with the Commonwealth to determine a business continuity plan to best meet its requirements, which includes Telco reroute and automated mechanisms such as DNS failover to ensure minimal interruption in the case of an outage.

Figure 9 - Genesys Cloud Disaster Recovery Architecture

N. Emergency Preparedness.

To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.

1. Describe how Offeror anticipates such a crisis will impact its operations.

2. Describe Offeror's emergency response continuity of operations plan. Attach a copy of the plan, or at a minimum, summarize how the plan addresses the following aspects of pandemic preparedness:

   a) Employee training (describe Offeror's training plan, and how frequently it will be shared with employees)

   b) Identified essential business functions and key employees (within Offeror) necessary to carry them out

   c) Contingency plans for:

      i.) How Offeror will handle staffing issues when a portion of key employees are incapacitated due to illness.

    ii.)   How Offeror employees will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.

d) How Offeror will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.

e) How and when Offeror's emergency plan will be tested, and if the plan will be tested by a third-party.

f) Contingency plans for:

    i.)   How Offeror will handle staffing issues when a portion of key employees are incapacitated due to illness.

    ii.)   How Offeror employees will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.

g) How Offeror will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.

h) How and when Offeror's emergency plan will be tested, and if the plan will be tested by a third-party.

To minimize service interruption due to failures, disasters and other business interruptions, Genesys maintains formal Business Continuity policies as well as specific departmental plans that are developed and maintained by each department. Genesys distributes documentation to appropriate personnel responsible for enacting or executing business continuity plans. These include specific activities, communication plans and other relevant elements of an effective Business Continuity Plan. .

This program includes deployment of multiple redundant components to minimize the risk of any single points of failure, distribution of personnel and physical resources across multiple locations, and technology solutions that minimize the impact of outages, interruptions or other service disruptions. We operate geographically distributed datacenters designed to maintain service

continuity in the event of a disaster or other incident within a single region. We maintain multiple data and telecommunications connections to ensure continuous service delivery. Genesys conducts regular testing of our Disaster Recovery plan and the redundancy of services to ensure their proper operation and ability to maintain customer services. In addition to the redundancy and disaster recovery capabilities, we also maintain a Business Continuity Plan for operations and personnel. Genesys based this plan on careful studies and prioritized risks to the services we provide. Genesys designed this plan to enable the continued operation of all services for all customers.

Our corporate information security policies and emergency preparedness plans are confidential and not for external dissemination, but we have provided a Table of Contents of our policies. Please see the attachment "Genesys Business Continuity and Disaster Recovery Plan_TOC."

Part IV Task Descriptions

IV-4 Tasks.
The selected Offeror must perform the following tasks. In the technical proposal, Offerors must describe how they will perform the tasks.

A. **Implementation.**
The Offeror must submit a draft implementation plan with their proposals that includes, but is not limited to the following; requirements management, configuration of environments, solution interface design and implementation, and testing. The selected Offeror must meet with the Commonwealth to review the draft implementation plan and gather any additional details required to finalize the implementation plan. A finalized implementation plan shall be submitted to the Commonwealth within thirty (30) calendar days of receiving the notice to proceed. The Commonwealth requires ten (10) business days to review the proposed plan and comment. A final plan, revised based on feedback from the Commonwealth, shall be delivered to the Commonwealth within five (5) business day of receiving the Commonwealth feedback.

DELIVERABLE: The finalized implementation plan must be approved by the Commonwealth.

Genesys Professional Services (PS) have completed thousands of implementations worldwide over the years, providing us with the experience necessary to deliver high performance, made to order solutions to our clients effectively and efficiently. From this expertise, a structured process, which consistently produces the repeatable success our clients expect has emerged. Genesys built the Genesys Professional Services Project

Life Cycle Methodology upon an engineering approach to the examination and resolution of complex problems. Genesys founded this process upon a concept of a repeatable series of essential activities through which all business systems must pass during the stages of their construction and operation.

Analyze: Product Requirements Analysis

All successful projects begin with a critical first step - defining requirements.

In the Analyze Phase, we join your project team and bring our expertise to bear. The work of pinpointing business and technology objectives and analyzing problems gets underway. Our consultants and your stakeholders identify project goals, priorities, schedules, and high-level deliverables. We discuss and document key departmental needs, current pain points, and critical project risk factors. We offer and evaluate possible solutions and a conceptual system design begins to emerge. Based on the proposed solution, we suggest training plans and describe technical support options.

At the conclusion of this phase, your Genesys project team will provide you with a description of our proposed products and services and an initial Project Plan. Acceptance of these deliverables and the commitment of your resources to the project mark the end of this phase.

Design: Requirements Review and Design

Outputs of the Analyze Phase form the inputs of the Design Phase.

Working together from the conceptual system design of the Analyze Phase, we elaborate upon your requirements to clarify the highly technical details for the construction of a detailed system design. We prepare technical specifications, define and sequence work tasks, and allocate resources. We also document communication plans, change management plans, and project team roles and responsibilities. Your Genesys project team will become your allies, using your guidance to establish technical requirements while guiding you in becoming confident in your understanding of our proposal for implementing the Genesys solution in your environment. In this phase, your technical staff should also attend Genesys University and complete the recommended training.

At the conclusion of this phase, your Genesys project team will provide you with a detailed Technical Design Specification, a System Test Plan, and updated documentation from the Analyze Phase. At this point, you will also begin to receive weekly progress reports from your Genesys project team that will include project activity and financial details to help you manage the project. Your acceptance of the Technical Design Specification marks the end of this phase.

Build: Installation and Integration

Genesys software is installed and configured to the specifications defined in the Analyze and Design Phases.

This is when the Genesys environment is constructed:

- **Install applications**
- **Configure solutions**
- **Create back-end services**
- **Define custom development**
- **Integrate ancillary platforms**
- **Define processes**
- **Produce documentation**
- **Conduct environmental testing**
- **Train support staff**

The Build phase is typically the most effort-intensive phase.

Genesys PS define customer satisfaction as a combination of conformance to requirements and fitness for use. To that end, we anticipate a number of iterations in redesign, development, and testing to produce a Genesys environment prepared for operational readiness. Due diligence on the part of every stakeholder in the Analyze and Design Phases can minimize the effort associated with the Build Phase.

At the conclusion of this phase, your Genesys project team will provide you with a fully functioning Genesys environment, the results of systems testing, initial knowledge transfer, an initial Deployment Document (Run Book), and updated documentation from the Analyze and Design Phases.

Deploy: Deployment and Closeout

Now that Genesys software has been installed, configured, and tested, it is time for full deployment of the system.

Our preference is to provide you with complete support as you transition to your new system. Every company has its own comfort level when faced with rolling out new technology and Genesys PS understands that. Depending on your needs, we offer common deployment activities such as the creation of deployment strategies, assistance with the identification of security requirements, support for operations, procedure development, and recommendation of backup and recovery courses of action.

At the end of the project, your Genesys Project Manager will facilitate a Closing Meeting. Your Genesys project team and Genesys Technical Support staff will be present, as should members of your Technical Support Staff. From this point, Genesys Technical Support will be your primary contact for all questions or technical needs. The meeting will also include the official handover of all project documents, and serve as the official end to the Genesys PS engagement. If there are any additional projects to be discussed, then new service requirements can be addressed quickly. Any work performed after this point is considered a new project.

In order for our team to best serve your needs, we have an additional internal phase in which we audit our work and ourselves. The project team meets with our internal Services Engineering team. A complete set of project records are archived. Lessons learned are documented and archived.

We will also request your opinion, our valued client. Without your feedback and our constant strive for perfection, Genesys PS would not improve as an organization. Genesys as a whole is committed to providing customer satisfaction and as such your feedback is vitally important for us to enhance our processes.

B. **Acceptance.**

For a period of ten (10) business days from the date of successful turn-up of a contact center, the Commonwealth will utilize and monitor the newly implemented contact center documenting any system issues. The Commonwealth will work closely with the selected Offeror to address any system issues identified prior to acceptance. The selected Offeror shall provide an action plan agreed to by the Commonwealth, work to correct system issues identified, and provide any system modifications to address those issues at no additional cost to ensure complete functionality as required.

The Commonwealth will provide a final acceptance sign-off, provided there are no outstanding system issues impacting the operation of the contact center, at which time the contact center will be consider fully accepted and will move into the operation and support phase.

DELIVERABLE: A final acceptance sign-off is required by the Commonwealth for each contact center.

At the end of the project, your Genesys Project Manager facilitates a Closing Meeting. Your Genesys project team and Genesys Technical Support staff are present, as should be members of your Technical Support Staff. From this point, Genesys Technical Support is your primary contact for all questions or technical needs. The meeting will also include the official handover of all project documents, and serve as the official end to the Genesys PS engagement. If there are any additional projects to be discussed, then new service requirements can be addressed quickly. Any work performed after this point is considered a new project.

In order for our team to best serve your needs, we have an additional internal phase in which we audit our work and ourselves. The project team meets with our internal Services Engineering team. A complete set of project records are archived. Lessons learned are documented and archived.

C. **Operation and Support.**
The selected Offeror must submit a Monthly SLA and Status reports as described in **Section IV-5 Reports and Project Controls**.

   1. Solution Support.
   The selected Offeror must provide solution support services as described in **Section IV-3.F Solution Support**.

   Genesys Care is built around a defined set of capabilities with scalable offerings focused on investment protection and designed to support a customer's requirements at any point throughout their lifecycle. We elevate traditional support services by providing a core level of subscription service, Business Care for Cloud, plus a customizable offering to deliver a complete customer care experience designed for your needs.

   Business Care for Cloud

Business Care for Cloud allows you to maintain and protect your investment by ensuring it operates at its fullest potential.

Features include:

- **Web Portal Case Management. Open and manage cases through the Customer Care web portal.**

- **Knowledge Base Access. Comprehensive, web-based tool available 7X24 leverages documents to share knowledge, answer questions, communicate best practices, and minimize effort toward identification and resolution of known issues.**

- **Proactive Service Advisory. Email communication notifying you of known issues and recommended solutions. The notifications can be set to daily or weekly.**

- **Platform and Network Monitoring. Non-intrusive 24X365 monitoring of the complete solution using SNMP and Cisco IPSLA testing for network and circuit monitoring, and performance monitoring tools such as Orion Network Performance Monitor.**

- **Platform Upgrades and Updates. Leveraging the standards-based cloud services oriented architecture keeps your Genesys solutions generally current at all times for consistency and cost minimization, and upgrades are generally transparent to you unless they involve new features, which will be available in the agent screen or System Manager the next time a user logs in.**

- **7X24 Phone Support for Unlimited Case Management. Available 7X24 via phone, you have immediate access to submit a case or speak live to a Customer Care expert. Using a tier-less support model, Genesys Care immediately assesses each incoming case for complexity and routed to the right certified professional to manage through restoration.**

- **Defined Response Targets. Defined targets are based on case severity levels documented in the Genesys Care for the Cloud Program Guide.**

- **Mobile Device Access. The Genesys Care Mobile App, developed by Genesys Customer Care, provides a flexible and fast way for communicating with us: review open cases or post case updates. You can download the app from the iTunes App Store through mobile devices for iOS and Android.**

Flex Care for Cloud

Genesys Flex Care is an optional service and provides a range of additional support options so you can truly tailor your support experience based on your current business needs and position in the lifecycle of your Genesys solution.

- **Customer Experience Manager (CXM): Works as a designated, trusted advisor who establishes and maintains a solid understanding of your business goals, operations and priorities and acts as a main point of contact to drive risk mitigation and issue resolution, advise on training and manage regular reviews to discuss open issues and future project/product feature implementation planning**

- **Support Architect: Partners as a designated technical expert who works with your team to achieve platform stability through continuous environment risk analysis, remediation action plans, optimization recommendations, and capacity planning**

- **Dedicated Support Specialist: Operates as a dedicated Genesys product expert who knows your configuration and business requirements and provides year-round support including first contact resolution and expedited access to technical experts to resolve issues**

2. Administrative Support.
   The selected Offeror must, at the discretion of the Commonwealth, administer each contact center instance. The selected Offerors professional services department, in order to manage ongoing, post transition, administrative functions such as, but not limited to, call flow changes, apply holidays or special routing, or addition of features sets.

   Administrative support is covered in the form of Genesys MAC/D support. Please see Appendix_V for further detail.

3. Maintenance.
   The selected Offeror must perform all system maintenance needed to ensure the solution remains operational and meets the requirements of the Contract.

   Genesys utilizes a subservice organization to provide and manage the physical data center facilities, physical security controls, and environmental controls for

the co-location facilities. Each data center receives SOC 2 Type II and PCI reports on an annual basis. The Genesys Information Security and Compliance Team reviews the reports annually to confirm the organization receives an unqualified report and no material weaknesses or exceptions were identified.

All Genesys platform changes are implemented during the planned maintenance windows as described in the attached "Genesys Support Guide – Care for the Cloud." document. For customer impacting changes, Genesys follows a well-defined notification process where customer notifications are sent ahead of time providing the scope of the change, possible impact and actions to follow by the customer if applicable.

The selected Offeror must provide and perform all software upgrades that impact core functionality of the solution at no additional charge.

As the service provider, Genesys is responsible for managing the overall service and upgrade process. Upgrades are generally transparent to customers unless they involve new features, which will be available in the agent screen or administrative toolset the next time a user logs in.

All Genesys platform changes are implemented during the planned maintenance windows as described in the "Genesys Support Guide – Care for the Cloud" document. For customer impacting changes, Genesys follows a well-defined notification process where customer notifications are sent ahead of time providing the scope of the change, possible impact and actions to follow by the customer if applicable.

Newly introduced contact center capabilities or optional enhancements are installed in a test environment that is secured and separated from any production environments for comprehensive functionality testing and security processes allowing the flexibility to perform further testing, validation and integration. Genesys uses an extensive regression test harness as well as staggered rollout to ensure a seamless delivery so that all capabilities are carried through across versions.

As a hosted cloud solution, all software upgrades are included. The introduction of some new capabilities may require setup charges.

The selected Offeror must notify the Commonwealth of any additional upgrades which are considered additional features to the solution that become available. The Commonwealth, at its sole discretion, may choose to purchase such features.
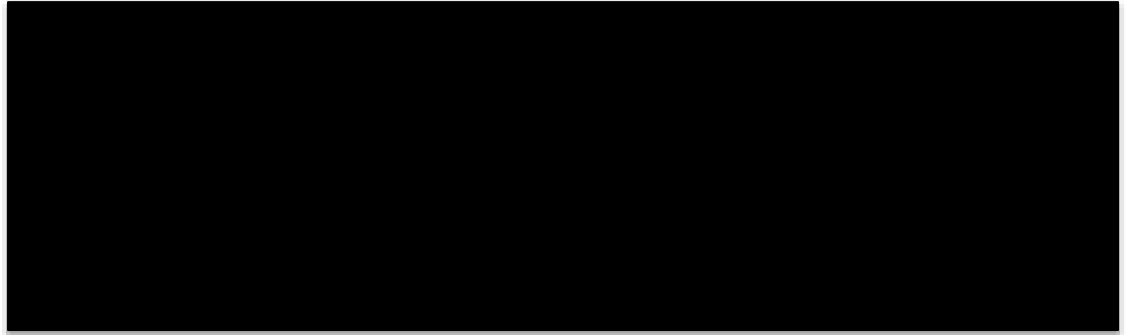
Genesys provides regular software updates as part of our continuous delivery process for product enhancements. We also take into account feedback provided by our clients as better ways to serve their customers' needs when we consider new release feature functionality.

No system upgrades must be performed without Commonwealth approval.

Genesys will work with the Commonwealth to obtain approval on system upgrades.

4. Change Control.
   The selected Offeror must perform change management tasks as described in **Appendix N, Change Management Process.**

   Genesys follows the ITIL framework as a point of reference for all our procedures. Genesys documents the processes and implements them for incident management, problem management and change management. As a result, Genesys has strict policies for Change Management with our Change Approval Board being responsible for ensuring that all changes requested for system enhancements, upgrades, or customer requested changes go through several layers or review and approval prior to implementation as per the ITIL framework on Change Management

5. Training.
   The selected Offeror must provide a custom training plan, tailored to the needs of the contact center. Plans must be developed for transitioning and new

contact centers, satisfying requirements outlined in, but not limited to, **Section IV-3.K.Training**.

Genesys University training department will carefully assess your training requirements and create a curriculum specifically tailored to your needs. Options are available to tailor the lesson plan for your specific audience based on skill level, material covered and duration.

The Genesys team will work closely with your resources during system configuration. Genesys recommends that your support staff attend at least basic Genesys Cloud courses prior to beginning the Genesys installation, as well as supplemental courses as appropriate. This will assist a smooth Transfer-of-Information, and allow us to establish a train the trainer program based upon your specific needs.

Genesys University offers several training options, depending upon your requirements, helping you and your team maximize the effectiveness of the training. These training options include train-the trainer programs that allow you to deliver the training directly to your own resources going forward. With Genesys training, we can arrange for an instructor to travel to your organization and deliver the same content and materials as courses taught at any Genesys University campus.

Training can be customized for your demand:

- **Change the training content by adding/removing/changing training topics. Customization is dependent on analysis of target groups, and required/ existing skills.**
- **Change the training environment: the example installation in the training environment can be adapted to the customer environment e.g. same switch or agent group names, same routing strategies or reports etc.**

The use of train the trainer programs help customers establish greater flexibility in delivering on-going training and further customizing the training for your specific needs.

We have included the following document for your review: Genesys Business Edition Cloud Curriculum details in the attached "Genesys University Curriculum Guide 2016.pdf."

Please see http://www.genesys.com/services/genesys-university for Genesys University's various training options.

D. Enhancements.

The selected Offeror must be responsible for the project management, development, and implementation of system enhancements upon request from the Commonwealth. System Enhancements will include the addition of any new feature or function that is requested by the Commonwealth, to the solution after final acceptance. Configuration changes that do not require source code changes will be considered maintenance and support and not an enhancement. The selected Offeror must have sufficient staff to implement requested changes. At times enhancements may be urgent and require a rapid implementation to meet legislative deadlines and Commonwealth policies procedures changes.

A statement of work will be developed for all enhancements and follow the contract change procedure as described in Appendix R, Contract Change Control Procedures. All enhancements will be performed at the rates as listed on the Rate Card tab of Appendix I, Cost Matrix. All enhancements must be reviewed and approved by the Office of Administration, Voice and Unified Communications Division prior to the enhancement being presented to the Contract Change group.

Acknowledged. As the service provider Genesys is responsible for managing the overall service and/or upgrade process to ensure that changes and customization are automatically carried through from one version to the next. ███████████████

Upgrades are generally transparent to customers unless they involve new features available in the agent screen or administrative toolset the next time a user logs in.

Genesys Cloud manages all releases internally, which will eliminate any need for the Commonwealth to manage to contact center hardware or software upgrades in order to keep current. Newly introduced contact center capabilities or optional enhancements are installed in a test environment that is secured and separated from any production environments for comprehensive functionality testing and security processes allowing the flexibility to perform further testing, validation and integration. Genesys utilizes an extensive regression test harness as well as staggered rollout to ensure a seamless delivery so that all capabilities continue to be carried through across versions.

All Genesys platform changes are implemented during the planned maintenance windows as described in the "Genesys Support Guide – Care for the Cloud" document. For customer impacting changes (changes to the interface, functionality or down time), Genesys follows a well-defined notification process where customer notifications are sent ahead of time providing the scope of the change, possible impact and actions to follow by the customer if applicable.

E. Single Sign On.
Upon request of an individual agency, the selected Offeror must setup single sign on including, but not limited to, contact center platform, dialer, and IVR platforms.

The Genesys Cloud solution provides role-based user access to the platform. With this, each user has a centrally managed account where they can access only the components relevant to their position, and only the level of access they require to complete their job. For example, agents may have read-only access to real-time reports but not be able to alter or create new reports. Supervisors may have access to agent monitoring but not access to setting up outbound campaigns. System administrators can finely tune these access permissions.

F. Alternative Call Treatment.
Upon request of an individual agency, the selected Offeror must provide alternate call treatment option when port capacity is reached including, but not limited to, voicemail, prerecorded messages, or busy signals.

Genesys will work with the Commonwealth to set an appropriate system size based on historical data and growth projections. For Pennsylvania, this means that even during peak periods the system is sized appropriately to handle the traffic. Beyond the buffer, calls are handled on a "best efforts" basis meaning that if a port is available the call connects. In practice, it is extraordinarily unlikely that a caller would encounter a busy signal. In a scenario where the Commonwealth declines inbound calls to agents (for example, an emergency closure of the contact center), alternative call treatments are available for inbound callers. This could include a pre-recorded closure message, or a voicemail.

G. Predictive Dialing.

Upon request of an individual agency, the selected Offeror must provide predictive dialing with the capability to define, manage, and execute multiple campaigns based on user defined record selection criteria.

Genesys cloud-based dialer allows the Commonwealth of Pennsylvania to develop sophisticated outbound contact strategies that leverage predictive and progressive dialing. Predictive dialing allows agents to spend time on productive calls with customers by filtering out unproductive calls including voice mails, busy signals, and disconnected numbers. Our unique predictive pacing algorithms optimize the balance between wait times and call abandonment by accurately predicting when agents will become available, enabling The Commonwealth of Pennsylvania to maximize agent utilization while increasing customer satisfaction.

Agent productivity is maximized through pacing options, which include, including fixed line, predictive with compliance, auto pacing, session transfer capabilities, unproductive call filtering, and custom call-based disposition codes. The Genesys Cloud Dialer replaces or integrates with many of the components within a traditional Contact Center infrastructure, allowing organizations of all sizes and industries to take full advantage of a cloud solution.

Below is a screenshot of the Outbound Campaign Management user interface showing the Campaigns available based on the search conditions entered.
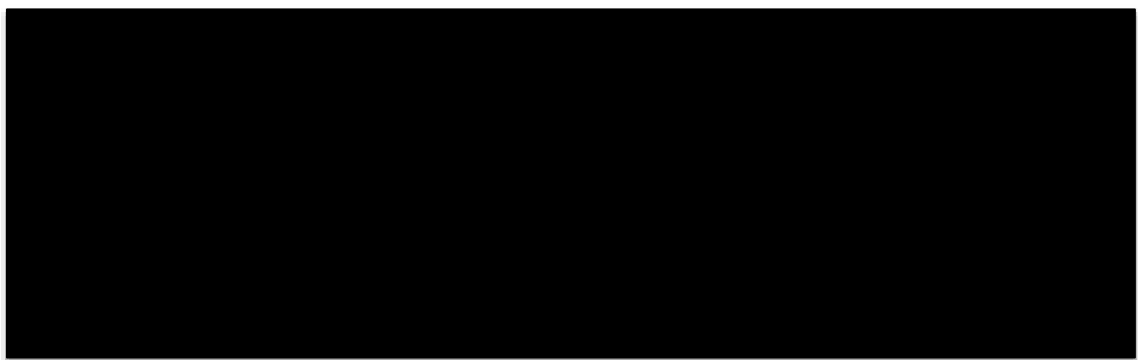
Figure 10- Outbound Campaign Management.

Supported features include:

- **Support for Predictive, Progressive and Pull Preview Outbound dialing modes**
- **View Outbound Campaign list record attributes**

- **Standard voice Call Control**

- **Flag record as Do Not Call**

- **Provide call result and interaction disposition**

- **View listing of call campaigns which are assigned to the agent**

- **Notification of campaigns loaded, started, and stopped.**

- **Support for Outbound Campaign Pull Preview mode**

  - **Retrieve call record from start notification, campaign listing, and at completion of a previous call**

  - **View a list of record attributes prior to and during a call**

  - **Decline a preview record prior to placing the call with selection of how the record is to be treated**

  - **Click to dial the provided phone number, with the ability to select an alternate number (if available) during the preview phase**

  - **Standard voice call control when a call is successfully made**

  - **Flag a record as Do Not Call**

  - **Call result and interaction disposition**

  - **Request next record, stop, and resume retrieval of a preview record**

Ability to reschedule personal and campaign callback for all outbound campaign call modes (preview, predictive, and progressive)

H. Outgoing Transition.

The selected Offeror must cooperate with the Commonwealth and any subsequent contractor in any activities related to turnover of responsibilities. The selected Offeror shall develop and outgoing transition plan when requested by the Commonwealth. The outgoing transition plan shall include, but is not limited to, content migration and knowledge transfer activities. The selected Offer shall provide all data, content, and attachments in a format that is accepted and agreed to by the Commonwealth. Upon successful return of the data to the Commonwealth, the Offeror shall destroy, and certify in writing to the destruction of, all confidential information (and all copies of the information) per Commonwealth (OA-OIT) standard as described in the ITPs.

DELIVERABLE: An outgoing transition plan, the Commonwealth data, and a written certification of data destruction will be required by the Commonwealth.

Genesys acknowledges the need and will work with the Commonwealth and its selected vendors on a plan that also protects Genesys proprietary information (if any).

Subject to the Commonwealth paying all applicable fees, Genesys is willing to work with the Commonwealth and its selected vendors on a plan. Any and all Genesys confidential and proprietary information will not be shared.

IV-V. Reports and Project Control.
The selected Offeror shall provide project management services throughout the life of the project. The selected Offeror shall create, maintain and execute the following plans, reports, and supporting documentation in a format agreed to by the Commonwealth. The Offeror shall describe its project management methodology and submit a draft project management plan. The finalized project management plan is subject to Commonwealth approval.

A. **Project Management Plan**.
   The project management shall include but not limited to the following:

   1. **Project Plan.**
      The project plan must describe the scope of work for the project and how the scope will be managed. The project plan shall act as a confirmation of project scope, phasing, implementation objectives, and be detailed enough to ensure the product is delivered on time, within projected estimates, and meets all requirements as specified in the RFP. The project plan must include, but is not limited to:

      - Project Scope Statement
      - Scope Management Process
      - Major Milestones /Deliverables
      - Work Breakdown Structure (WBS)
      - Timeline

      Genesys Professional Services (PS) have completed thousands of implementations worldwide over the years, providing us with the experience necessary to deliver high performance, made to order solutions to our clients effectively and efficiently. From this expertise, a structured process, which consistently produces the repeatable success our clients expect has emerged. Genesys built the Genesys Professional Services Project Life Cycle Methodology, upon an engineering approach to the examination and resolution of complex problems. Genesys founded this process upon a concept of a repeatable series of essential activities through which all business systems must pass during the

stages of their construction and operation thus ensuring incorporation and adherence to Best Practices.

2. **Requirements Management Plan.**
   The requirements management plan must describe the process and approach to manage and address requirements throughout the life of the project. The requirements management plan shall include:

   - Requirements Management Process
   - Roles and Responsibilities
   - Requirements Traceability Matrix (RTM)

   In the Analyze Phase, we join your project team and bring our expertise to bear. The work of pinpointing business and technology objectives and analyzing problems gets underway. Our consultants and your stakeholders identify project goals, priorities, schedules, and high-level deliverables. Key departmental needs, current pain points, and critical project risk factors are discussed and documented. Possible solutions are offered and evaluated, and a conceptual system design begins to emerge. Based on the proposed solution, training plans are suggested and technical support options are described.

   At the conclusion of this phase, your Genesys project team will provide you with a description of our proposed products and services and an initial Project Plan. Acceptance of these deliverables and the commitment of your resources to the project mark the end of this phase.

3. **Risk Management Plan.**
   The risk management plan must describe the approach used to manage risk throughout the life of the project, how contingency plans are implemented, and how project reserves are allocated to handle the risks. The plan will include the methods for identifying risks, tracking risks, documenting response strategies, and communicating risk information. The risk management plan shall include:

   - Risk Management Process
   - Roles and Responsibilities
   - Rules/Procedures
   - Risk Impact Analysis Approach
   - Tools

   Genesys' process for identifying risks is undertaken using two methods. The first is through the project team's experience and using lessons learned logs from

past projects where Genesys have encountered similar risks on previous projects. The second is through direct dialogue with the customer and all relevant stakeholders through risk identification workshops. Typically, this exercise happens during the discovery session and will have follow-up sessions either on follow-up conference calls or during site project status meetings. The classification of risks is measured using two scales, one through performing a Qualitative analysis of risks and their conditions to prioritize their effects on the projects, and secondly, Quantative analysis to measure the probability and estimating their implications on project objectives.

Lastly, the Genesys team will work with the Customer through a Risk Response Planning to determine what mitigating action to take for risks identified.

4. **Issue Management Plan.**
The issue management plan described in **Appendix O, OA-OIT Incident Management Process** shall be used for capturing and managing issues throughout the life of the project to ensure the project is moving forward and avoids unnecessary delays. The issues management plan shall include:

- Issues Management Approach
- Roles and Responsibilities
- Tools

Genesys has an incident management process for security events that could affect the confidentiality, integrity, or availability of systems or data. The incident response process specifies courses of action and procedures for logging and classifying an incident, customer and management notification, escalation, investigative and forensic response, incident mitigation, appropriate regulatory actions and documentation. Incidents affecting customer data or service have the highest priority.

Personnel designated as members of the Incident Response Team are appropriately trained to promptly respond to alerts and reported incidents, and participate in periodic incident response testing exercises. Our procedures mandate post-mortem investigations when necessary, to determine the root cause for single events and trends spanning multiple events over time. This also helps in developing new strategies to prevent the recurrence of similar incidents in the future.

Genesys' professional services team creates an issues status document and updates it throughout the project lifecycle.

5. **Change Control Management Plan.**
The change control management described in **Appendix N, Change Management Process** shall be used as the approach to effectively manage changes throughout the life of a project. The plan will include the process to track change requests from submittal to final disposition (submission, coordination, review, evaluation, categorization), the method used to communicate change requests and their status (approved, deferred, or rejected), the escalation process if changes cannot be resolved by the review team, and the process for project re-baselining. The change control management plan shall include:

- Change Management Process
- Roles and Responsibilities
- Rules/Procedures
- Change Impact Analysis Approach
- Tools

Genesys has a formal Change Management process. Changes to any facet of the project including: scope, cost, or timeline, will be discussed between Genesys and client project managers, and following an initial evaluation of the change, a formal Change of Scope would be raised against the project. Changes are evaluated for their impact on the elements of the project and then the scope of the change, in terms of the effect on timeline, deliverables and cost is agreed between Genesys and the client Project Manager. Once the change is formally agreed upon, it is then adopted into the project scope and schedule and the necessary adjustments are documented and actioned.

6. **Communications Management Plan.**
The communication management plan must describe the communications process that will be used throughout the life of the project. The process must include the tools and techniques that will provide timely and appropriate generation, collection, distribution, storage, retrieval and disposition of project information. The communications management plan shall include:

- Communications Management Process
- Roles and Responsibilities
- Reporting Tools and Techniques
- Meeting Types and Frequency

A Communications Management Plan is jointly developed between the Genesys and Customer Project Manager at the commencement of a project. A strong

element of project management is communication, and the Genesys Project Manager will ensure that you stay up-to-date on the progress of the project. The Genesys Project Manager will use the project schedule established during the Design Phase to track and report progress in terms of schedule and cost performance of the Genesys component of the project.

7. **Quality Management Plan.**
   The quality management plan must describe the approach used to address Quality Assurance (QA) and Quality Control (QC) throughout the life of the project. The quality management plan should identify the quality processes and practices including the periodic reviews, audits and the testing strategy for key deliverables. The plan should also include the criteria by which quality is measured, the tolerances required of product and project deliverables, how compliance is measured, and the process for addressing those instances whenever quality measures are out of tolerance or compliance. The quality management plan will include:

   - Quality Management Process
   - Roles and Responsibilities
   - Tools
   - Quality Standards

   Genesys has a Quality & Process team that is specifically dedicated to driving consistent levels of quality and process pertaining to software development of Genesys products. The Genesys Engineering team, which is the development arm of the company currently holds CMM Level 3 certification. As defined within Level 3 certification guidelines the engineering processes are clearly defined, documented, standardized and integrated to each of the other processes.

8. **Time Management Plan.**
   The time management plan must describe the process for controlling the proposed schedule and how the achievement of tasks and milestones will be identified and reported. The plan must also detail the process to identify, resolve, and report resolution of problems such as schedule slippage. The time management plan will include:

   - Time Management Process
   - Role and Responsibilities
   - Tools and Techniques

Status Review Meetings are held according to a mutually agreeable schedule between Genesys PS and the client. The purpose of these meetings is to allow your Project Manager to obtain a current status of project-related activities. The Genesys project manager will also deliver a Weekly Progress report. The Weekly Progress Report consists of two distinct parts, a Weekly Status Report (WSR) and a Financial Status Report (FSR). This is the primary, formal means of communicating progress to your project team. The WSR includes a summary of financial data and a day-by-day narrative of project activity. The FSR includes information relating to labor cost and expenses, itemized per consultant.

B. **Task Plan.**

A work plan for each task that identifies the work elements of each task, the resources assigned to the task, and the time allotted to each element and the deliverable items to be produced. Where appropriate, a PERT or GANTT chart display should be used to show project, task, and time relationship.

Under Genesys Professional Services Project Life Cycle Methodology, during the Analyze: Product Requirements Analysis phase, we work with the customer's project team and pinpoint business and technology objectives. Our consultants and your stakeholders identify project goals, priorities, schedules, and high-level deliverables. At the conclusion of this phase, your Genesys project team will provide you with a description of our proposed products and services and an initial Project Plan that details the project, tasks, milestones, and time relationship. Acceptance of these deliverables and the commitment of your resources to the project mark the end of this phase. We have provided a high-level Project Plan below to illustrate our process.

Genesys Sample Project Plan

Process Milestone 0: Commencement

- **Non-Disclosure Agreement, Master Subscription Agreement, Service Order, Statement of Work, & Purchase Order**

- **Physical Site & System Access**

- **Process Milestone 1: Analysis**

- **Kickoff & Discovery**

- **Business Requirements Matrix (BRM): Functional Requirements, Non-Functional Requirements**

- **Network & Public Switched Telephone Network Connectivity**

Process Milestone 2: Design

- **Network, Telecom, Security Checklists & Questionnaires**
- **Technical Design Specifications (TDS), including BRM-TDS Traceability**
- **Telephony, Network Architectures & Diagrams**
- **Project Schedule Baseline**
- **Process Milestone 3.1: Product Provisioning & Configuration**
- **Install, Configure, Upgrade, Hot Fix**
- **Customer-provided Certificates, Web Services for Interaction Flows, Applications for Third-Party Integration**
- **Application & Routing Strategy Development**
- **Desktop Configuration**
- **Customization & Integration**
- **Unit Testing**

Process Milestone 3.2: Quality Assurance

- **System Test**
- **Complete Genesys University Courses**
- **Support Customer's User Acceptance Testing**

Process Milestone 4: Deploy

- **Knowledge Transfer/Transfer of Information**

- **Deployment Support & Transition to Customer Care**

- **Customer Survey**

- **Project Monitor & Control**

- **Customer Status Meetings & Reports**

- **Project Schedule, Milestones & Migration Planning**

- **Governance, Communications, & Staffing Management Plans**

- **Change Management**

- **Risk, Action, & Issue Logs**

- **Time & Expense Cards, Billable Travel Fees, Subscription & Professional Services Invoicing**

- **Solution Monitor & Control**

- **Move Add Change Delete**

C. **Meetings.**

The selected Offeror shall upon request of the Commonwealth attend meetings, including a monthly service review meeting, in Harrisburg. The Offeror shall provide reports listed below in electronic version acceptable to the Commonwealth within five (5) business days of the months end. The Offeror shall bring hard copies of the report to the monthly meeting for distribution and discussion.

- **Monthly SLA Report**.

  The selected Offeror shall provide a monthly SLA. Report must provide statistical data to track compliance with the SLAs as described in **Appendix T, Service Level Agreement**.

  Acknowledged.

  Please refer to Appendix 1, IT Contract Terms and Conditions" for further detail.

- **Monthly System Report.**
  The selected Offeror shall provide a monthly system as described in **Appendix L, ECCS Requirements Matrix**.

Acknowledged. Please see Appendix W, "Sample Monthly Report" for further detail.

- **Monthly Status Report.**

  A monthly progress report covering ongoing projects, activities, problems and recommendations. This report should be keyed to the work plan the Offeror developed in its proposal, as amended or approved by the Issuing Office.

  Acknowledged.

D. **Problem Identification Report. Customer Care**

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

Acknowledged.

1.4 PRIOR EXPERIENCE

The Offeror shall have current contact centers of the same size as the Commonwealth, as shown in Appendix E, ECCS Contact Center Statistic, for a minimum of two (2) years, preferably state or federal customers. The Offeror should have experience with at least one (1) 1,500+ seat contact center and at least one (1) contact center that has handled up to 40,000 calls in one day. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted. Complete Appendix F, Project References for each project referenced.

Offeror must provide details of any industry recognized quality standards to which it is compliant, such as ITIL, as well as any industry certifications or awards received.

Genesys

Genesys has worked with many states doing similar Enterprise Contact Center consolidation and modernization projects and has very specific experience partnering with state Health and Human Service departments. As an example, the State of Michigan Department of Human Services faced an unprecedented demand on its services, which threatened to overload its caseworkers. This challenge required a major rethink of its contact center operations and the Department now uses an innovative IVR solution from Genesys. To increase its efficiency, the Department chose to adopt a dual self-service strategy. First, it sought to enhance its Web presence with an online application form to replace a paper form. Then they introduced Genesys IVR technology to process incoming phone queries. The online capability automatically feeds application forms to the IVR database so clients can determine their application's status without involving a caseworker. Over 13 months, the Genesys solutions handled nearly half a million calls without involving a caseworker. At an estimated five minutes per call, that relates to several thousand hours per month released for caseworks to conduct work that is more complex. Please see the attached "Genesys Case Study – State of Michigan Dept of Human Services."

Michigan Office of Child Support

CUSTOMER SERVICE MISSION

"Our mission is to make change and increase the permanent well-being and self-sufficiency of Michigan families. By simplifying our system and empowering our caseworkers, we no longer have to waste time on technical difficulties but can instead have meaningful conversations that can change lives."

Director Office of Child Support

Impacting the lives of everyday people, every day.

Genesys helping Government achieve the Customer Experience challenge.

Genesys technology helps agencies at the Federal and State level make a positive impact on the lives of everyday people, every day. Genesys cloud solutions meets your combined need for scalability and great customer experience with a solution that:

- **Integrates with the Commonwealth of Pennsylvania's current systems**
- **Supports branded customer experience delivery**
- **Provides scalability and flexibility from an all-in-one platform**
- **Ensures high availability**

Info-Matrix

Info-Matrix Corporation (IMC) is a Small Diverse Business entity specializing in a broad range of Information Technology services.   Founded in 1996 as a Pennsylvania corporation, IMC's main office is conveniently located in the Harrisburg area.

IMC provides a broad range of solutions and services, including web development, mainframe and client-server software design and development, Internet services and business process consulting.

The strength of our company lies in the combined experience of our professionals who, throughout their careers, have distinguished themselves by successfully managing complex projects for both state and federal government. We have extensive experience in all areas of government, with special emphasis on Human Services, including public assistance and Medicaid eligibility systems, child support enforcement and child welfare case management systems.

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Figure 11 - *Local Presence.*   *Our business office is a short two-mile drive from the capitol. Our focus has primarily been providing solutions to Central PA clients and the Commonwealth for nearly 20 years.*

Figure 12 - Info-Matrix Value. Info-Matrix Corporation (IMC) is a well-established company with nearly 20 years' experience. By combining our proven capabilities with experience professionals who have successfully managed complex projects for state & federal governments, we are able to deliver high-value solutions for our clients.

By combining our proven capabilities with experience professionals who have successfully managed complex projects for state & federal governments, we are able to deliver high-value solutions for our clients.

Collectively, IMC consultants possess several centuries' worth of experience providing technical and domain expertise to government and private industry. We understand the lessons of the past as well as the promise of the future. Unlike other information services companies, IMC consultants will provide you with the type of automation that supports your business needs.

IMC's list of clients include the Commonwealth of Pennsylvania - Department of Human Services, Department of General Services, Department of Transportation, PA Fish & Boat Commission, and the PA Game Commission, State of Texas - Department of Human Services, the State of Alaska - Department of Child Support, the State of Wyoming - Department of Human Services and the Pennsylvania counties of Bucks, Chester, Montgomery, Fayette, Venango, York, Erie and Luzerne.

IMC consultants maintain a strong knowledge of evolving technology trends, so that no matter which technical path you choose, our staff can help meet your objectives. Our consultants are experts in Unisys architecture and platforms as well as IBM environments. They are proficient in traditional programming languages and databases, as well as the latest state of the art technologies and strategies, including cloud computing.

Figure 14: Complete Range of Services. We offer a complete range of Information Technology services that allows us to provide expert assistance to our clients with all aspects of application development, support, project management and strategic planning.

Info-Matrix realizes project success depends on quality software development and a strong understanding of business objectives. We go to great lengths to secure talented individuals, with the appropriate business knowledge, to ensure the ultimate success of our projects.

Info-Matrix is committed to building lasting, mutually beneficial partnerships with our clients by providing high-quality, professional information technology services at a fair, competitive price.

Genesys and Info-Matrix have provided the following Project References:

- **Nationwide – Enterprise Contact Center Solutions (Genesys)**

- **State of Michigan – Enterprise Contact Center (Genesys)**

- **EDD UI Modernization, Contact Center Network Application Upgrade (Genesys)**

- **PA Game Commission (PGC), Mainframe Legacy Conversion (Info-Matrix)**

- **Unisys Corporation, PA Compute Services (PACS) Contract**

Please see "Appendix F, Project References" for project references' details.

1.5   PERSONNEL

Include the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project and how contract participants are able to contact them. For key personnel including, but not limited to, a Project Manager, Technical Subject Matter Expert (TSME), Integration Subject Matter Expert (ISME), Incident Manager, Trainer, and Reporting Specialist include the employee's name and, through a resume or similar document, the Project personnel's education and experience in the areas specified in Section IV-3.J Personnel for additional information.

Section IV-3K Personnel

Genesys, together with Info-Matrix Corporation, has assembled a highly qualified and distinguished team of professionals to provide the services requested by the Office of Administration, Office for Information Technology in this RFP. Our team members have expertise within the Commonwealth of Pennsylvania – (state and local government arena) and including but not limited to the State of Michigan and the U.S. Federal Government

Genesys and Info-Matrix will provide project management and support staff dedicated to this project who will work collaboratively with commonwealth staff and other designated service providers during all phases of this project. The Genesys team will be comprised of a full-time Project Manager, ▮▮▮▮▮▮▮▮▮▮▮▮ **who has deep and extensive experience with contact center solutions and is PMP certified. As Project Manager, he will be responsible for the overall coordination and communication of the transition of each existing contact center and the implementation of new contact centers through the life of the Contract. The Project Manager will be responsible for supplying and executing project plans for each contact center.**

The Technical Subject Matter Expert (TSME), ▮▮▮▮▮▮▮▮ **has extensive experience with contact-center solution engineering in the areas of analysis, architecture, design, development and pre & post-sales support. The TSME will be the sole authority and single point of contact for all technical facets of the selected Offeror's network. The TSME has in-depth knowledge of all functions of the Genesys Enterprise Contact Center Services Solution.**

The Integration Subject Matter Expert (ISME) assigned to this project will be ▮▮▮▮▮▮▮▮ ▮▮▮▮ **. has extensive experience working with system integration platforms and many years of experience with multiple Commonwealth agencies.** ▮▮▮▮▮▮▮ **has over 17 years of experience in Project Management, Business Process Analysis and Software Development for web based applications.** ▮▮▮▮▮▮ **has extensive expertise in quality assurance and developing business process models. He has broad and in-depth technical skills and has successfully developed projects in for state and federal governments including several Commonwealth agencies.** ▮▮▮▮▮▮ **will provide technical support for this project working**

closely with the Info-Matrix state, and county teams to support timely and accurate data collection and reporting. ███████████ also has experience and thorough knowledge of UNIX, DOS, Lotus as well as Note Pad+ and will also be available to support this project as needed. He will be the sole authority and single point of contact for any integration that is required between the Genesys Enterprise Contact Center Services Solution platform and agency interfaces.

███████████, the Info-Matrix Incident Manager will act as the owner and single point of contact for all incidents related to any Commonwealth contact center. ███████████ will be responsible for the tracking, escalation, communication, and management of incidents and outages from the time of initial logging through resolution. ███████████ areas of expertise includes project management, incident management, and contact center management.

███████████ the Genesys Trainer, is responsible for all training and training materials required for the Commonwealth's training program. ███████████ is an experienced Genesys Computer Telephone Integration (CGI) Consultant and technical trainer. ███████████ will oversee the setup and delivery of all technical Genesys University training courses and materials. Some typical training topics will include Business Edition Cloud, Interaction Routing deployment and script development, Genesys Voice Platform IVR solutions installation and call-flow development.

███████████ will act as the Reporting Specialist for this endeavor ███████████ will act as the sole authority and single point of contact for all reporting needs of the Commonwealth.

███████████ has intimate knowledge on how to pull reports and has the ability to guide agencies in creating custom reports and answering any reporting questions Contract Participants may have.

Additional specialized expertise will be provided through other Genesys and Info-Matrix resources as needed. This team will work together with OCYF staff and other designated partners to support the ongoing success of this project.
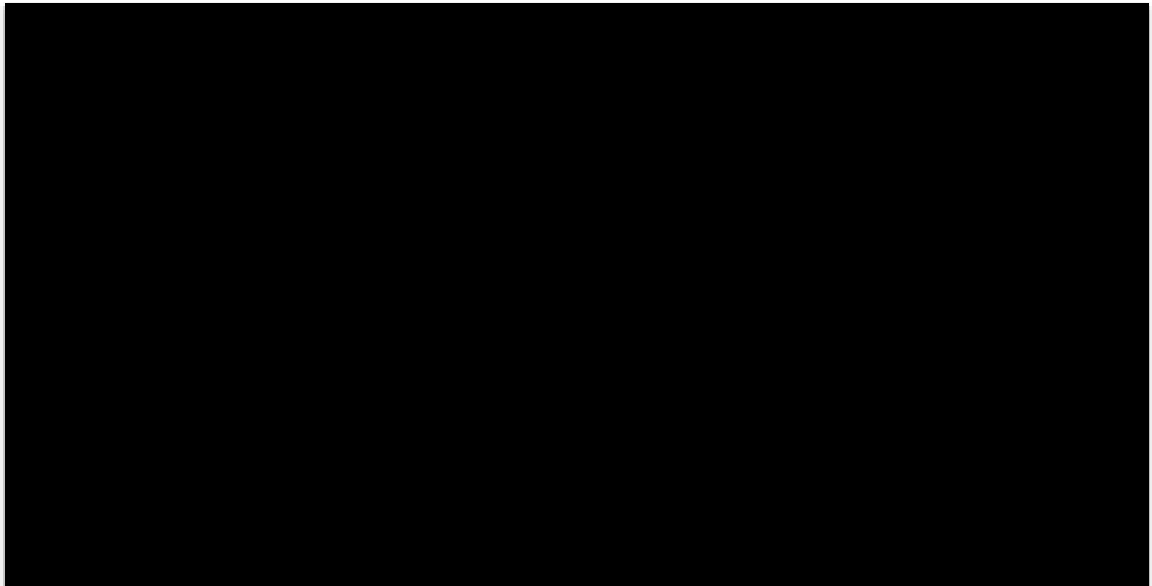
Figure 13 - Organizational Chart. **Our team structure depicts the highly qualified Key Personnel assigned to the project.**

Please refer to Appendix G for the list of Personnel Experience and key personnel resumes.

1.6 TRAINING

If appropriate, indicate recommended training of agency personnel. Include the agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

Training.

The selected Offeror shall provide several facets of training for users of the platform. User roles shall include, but not be limited to, the agents, supervisor, report generator or manager, and system administrator. All training material will also be reviewed and approved by the Commonwealth prior to being made available to the enterprise.

Offeror shall submit a draft training plan for the solution, which includes, at a minimum;

1. Training Materials.

Training materials must be available 24 hours a day 7 days a week and updated with regular cadence with system changes or upgrades that affect the users' experience.

Genesys wants to make sure we deliver training in the way that best suits your organization's needs. Our training delivery options are as follows:

Classroom Training — Built by professional instructional designers and delivered by our team of Certified Instructors, these courses are available at Genesys training centers located around the world. Classrooms are equipped with state-of-the-art workstations installed with Genesys software for an interactive hands-on training experience. Genesys can tailor dedicated onsite courses for your team and deliver them at your facility. We can also customize the lesson plan for your specific audience based on skill level, material covered and duration.

Virtual Classroom Training — The same great content found in our traditional classroom training, delivered by the same knowledgeable instructors, without the costs of travel and out-of-office time. Hold a dedicated session for your remote teams or join any of our publicly offered courses. Interact in real-time, ask questions, and have discussions in the virtual classroom.

Video On-Demand Training — From full recorded versions of our Instructor-led courses to shorter episodes that address specific topics, our high-definition video-based training is available to provide an easy to consume format for our self-paced training content.

eLearning On-Demand Training — Self-paced modules bring together interactive text objects and demonstration imagery in a user-driven, browser-based method to help reinforce knowledge transfer to students who prefer to train at their own pace.

Simulation Training — With Simulation training, you are shown a task demonstration and given the chance to practice those key system steps in a safe environment. The simulations look and feel exactly like a live application, but run in a web browser and require no special software. Once proficient, you can take a tested simulation to measure comprehension.

Customized Training — Customized training addresses a need that is outside the scope of our standard curriculum. We will carefully assess your training requirements and create a curriculum specifically tailored to your needs. A customized training curriculum package may encompass varying skill levels, job roles, project phases, and/or specific Genesys solutions.

2. Detailed "how-to" Guides.

Guides must be available 24 hours a day 7 days a week and updated with regular cadence with system changes or upgrades that affect the users experience.

The user documentation delivered covers all Genesys software and is tailored to the solution that customers adopt:

Enterprise customers who deploy Genesys products on-premises are given access to deployment guides, user's guides, user interface helps, release notes, and other content that allows them to install, build and maintain their deployments. All Genesys technical content is available online via the Genesys Customer Care site for which customers are given credentials (http://www.genesys.com/customer-care). Access to that site permits further access to the full collection of Genesys Technical Documentation at http://docs.genesys.com.

Cloud customers typically only need user guides, user interface helps, administrator guides, and other supplemental guides. Documentation intended for these Cloud customers is also available at the above noted site. However, it is assumed that the main access for these customers will be directly from the various Cloud-based software interfaces that make up the Genesys Cloud offerings. All Cloud interfaces have links to related technical content for the given interface.

Customers availing themselves of hybrid Genesys solutions, both on-premises and Cloud, will be able to access all the relevant technical content as described above according to the Genesys software with which they happen to be working.

In addition to the user documentation described above, the Genesys Customer Care Knowledge Base and the Genesys technical documentation site provide:

- **FAQs: frequently asked questions**

- **System guides: details on how Genesys components work with each other and with external systems**

- **Product Advisories: alerts about critical product issues**

- **White papers: covering implementation topics**

- **Note: Tools on the technical documentation site allow for the creation of offline versions of the content as well.**

Additionally, Genesys provides training materials to provide an interactive way to consume course content from your tablet or web browser. eBooks are good for the environment, eliminate the need for unsightly stacks of training manuals on your desk and incorporate great new features like embedded videos and demonstrations, note-taking tools, and can even be updated as new content becomes available. Download course materials to your tablet with the Genesys University eBooks app or access them online from your computer anywhere you can connect to the Internet. This green alternative to paper-based courseware minimizes the resources and energy required to produce books, like paper, packaging and shipping, as well as those used after consumption for disposing of old materials. Genesys provides details for downloading and viewing eBooks along with your course registration and confirmation emails.

3. Instructional Videos.

Instructional videos for common tasks such as an agent accepting an interaction.

Genesys Video On-Demand Training is available where and when you need it most - here and now. Access our most popular topics with engaging video content developed around your schedule.

Attend From Anywhere - Video On-Demand courses are hosted online and available anywhere you can connect to the Internet. Attend from your home, office or take in a few chapters on the train during your morning commute.

No Travel Budget, No Problem - Travel budgets are often the first to go when the economy dips. With Genesys' video training, you will not need a travel budget for training. Use the money you would have spent on flights and hotel rooms to train more users more efficiently.

Immediate Access to Training - You do not need to plan your enablement around our public training schedule. With video training, you control when you start your training, and when you take a break. If you need more time on a specific topic, you can always rewind and re-watch a segment to make sure you completely understand each process.

The Modern Classroom – Genesys develops our video courses developed with the latest in training technologies. Say goodbye to traditional paper-based learning materials and go green with interactive eBooks from Genesys University.

4. Cheat Sheet.

Single page "cheat-sheet" with basic refresher info on each role.

Genesys training will work with the Commonwealth to develop a "cheat-sheet" relevant to the type of training required.

5. Interactive Instruction.

On-Demand, trainee lead and online interactive instruction detailing how to perform the user's role within the platform.

Virtual Classroom training classes are live, instructor-led sessions that offer you the same benefit you would receive in one of our traditional public classroom environments without the costs and hassle of travel and out-of-office time.

Attend From Anywhere - The Virtual Classroom connects you to your classmates and the instructor through the Internet, allowing you to attend from your home, office, or anywhere you can get online.

The Feel of a Traditional Classroom - You will have access to the same course materials, the same instructors and the same content provided in our traditional Instructor-led sessions.

Interaction With Real People - Virtual Classrooms are equipped with text, voice and video messaging to allow you to communicate in real time with your classmates and instructor. In addition, tools like screen sharing, white boarding and polling provide even more classroom interactivity.

Virtual Labs - Practice your newfound skills in a safe and contained lab environment that lets you turn theory into action as you access and complete class exercises in real-time.

Dedicated Virtual Classroom Training - Virtual Classroom Training is perfect for groups of up to 12 students and can be customized for your specific audience and tailored to the needs of your remote users based on skill level, material covered and duration.

6. <u>Instructor Lead Training.</u>

Genesys teaches users how to perform their roles in a training environment mirroring their production instance in classroom or collaboration. Role specific, instructor-led training is available for each transition or new instance of a contact center. Following transition (and after a contact center is in steady state), new users are offered tier-three training on a monthly basis (as required) at an enterprise level.

Upon execution of the contract resulting from this RFP, the Offeror shall provide a finalized training plan to be approved by the Commonwealth within sixty (60) days. See **Appendix L, ECCS Requirements Matrix** for additional information.

Built by professional instructional designers and product experts—and delivered by a team of highly skilled, certified instructors—Genesys instructor-led courses provide an ideal way to master many of the core competencies you need to fully operate your Genesys solution.

Inside the Classroom Workstations - Classrooms are equipped with preconfigured workstations built to power through class labs and exercises.

Interaction With Real People - Collaborate with other Genesys users as your certified instructor provides key processes and best practices to help you make the most of your deployment. Ask questions and receive one-on-one time with a Genesys expert throughout your course.

Practice Labs - Practice your newfound skills in a safe and contained lab environment that lets you turn theory into action as you access and complete class exercises in real time.

Dedicated Onsite Training – Genesys delivers instructor-led training as a dedicated onsite course at your facilities or ours. Perfect for groups up to 12 students, Genesys can customize a dedicated course for your specific audience and tailor it to your needs based on skill level, material covered and duration.

For more information, please refer to the attachment "Genesys University Curriculum Guide 2016."

1.7 FINANCIAL CAPABILITY

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

The following is a list that shows the financial health of the Genesys business. These highlights have been made known publicly through a series of press releases and/or public financing activities so you may feel free to share this information with anyone within your organization. Please also see Attachment 13: 2013-14 Genesys Financials. This attachment is proprietary and confidential.

Revenues for 2012, 2013 and 2014 were $609M, $738M and $846M, respectively.

EBITDA for 2012, 2013 and 2014 was $194M, $231M and $243M respectively.

Momentum continues in 2015, as revenues for the first half increased to $432M compared to $410M in the same period in 2014. EBITDA for the first half of 2015 increased to $117M from $105M in the same period in 2014.

We added more than 130 new customers in the first half of 2015.

Genesys continues to invest and innovate to maintain its market leadership:

- **Genesys maintains a strong commitment to Research and Development and increased spend in R&D by over 18% in 2014 compared to 2013.**

- **In January 2014, Genesys acquired Ventriloquist Voice Solutions to bring additional scale and reach to Genesys cloud-based Notification Center offerings.**

- **In March 2014, Genesys acquired Solariat, a provider of a social monitoring and analytics software application to add to all Genesys text, chat and social related products.**

- **In May 2014, Genesys acquired OVM Solutions, a provider of on-demand, automated messaging that adds additional expertise and scale to the Genesys Notification Center solution.**

- **In August 2014, Genesys acquired CanaPlus Consulting, a regional partner of Genesys based in Singapore, providing contact center solutions such as workforce management, multimedia routing, voice call recording and other agent productivity enhancement solutions.**

These 2014 acquisitions further expand Genesys' presence in the cloud-based customer experience segment with overall annual recurring cloud-based revenues now exceeding $170 million.

Genesys is an international company and has subsidiaries in many countries including Canada, Brazil, Mexico, most major European countries, Australia, Japan, South Korea, and China. Over 58% of Genesys' revenues are derived outside the United States.

Genesys is owned by highly successful investors. Permira, was established in 1985 with current committed capital of over $35 billion, and has significant experience with technology transactions including eDreams, NOS, Intelsat, debitel, Renaissance, Ancestry, Legal Zoom and Informatica. Technology Crossover Ventures, was established in 1995, manages a portfolio of over $7 billion, and has deep expertise and relationships across the technology space with investments in companies such as Netflix, Actuate, and Facebook.

Genesys continues to have a conservative and manageable leverage profile with a current net debt ratio to trailing twelve months EBITDA of less than 4x.

1.8 OBJECTIONS AND ADDITIONS TO IT CONTRACT TERMS AND CONDITIONS

The Offeror will identify which, if any, of the terms and conditions (contained in Appendix A, IT Contract Terms and Conditions) it would like to negotiate and what additional terms and conditions the Offeror would like to add to the IT 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 IT Contract Terms and Conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for Appendix A, IT Contract Terms and Conditions. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

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

Please refer to Appendix 1, "IT Contract Terms and Conditions" for further detail.

Genesys®

2014 North American Cloud Customer Contact Solutions Company of the Year Award

FROST & SULLIVAN

50 Years of Growth, Innovation & Leadership

Company of the Year Award
Cloud Customer Contact Solutions
North America, 2014

Frost & Sullivan's Global Research Platform

Frost & Sullivan is in its 50th-plus year in business with a global research organization of 1,800 analysts and consultants who monitor more than 300 industries and 250,000 companies. The company's research philosophy originates with the CEO's 360-Degree Perspective™, which serves as the foundation of its TEAM Research™ methodology. This unique approach enables us to determine how best-in-class companies worldwide manage growth, innovation, and leadership. Based on the findings of this Best Practices research, Frost & Sullivan is proud to present the 2014 North American Company of the Year Award in Cloud Customer Contact Solutions to Genesys.

Significance of the Company of the Year Award

Key Industry Challenges Addressed by Cloud Customer Contact Solutions

The groundswell of movement to the cloud as an alternative to premise-based contact center systems continues unabated. Benefits of the cloud, which include cost effectiveness, flexibility and scalability, and the ability to fund contact center expenditures out of Opex rather than CapEx monies continue to prove too attractive for companies to ignore.

The contact center industry has responded with a fierce battle to quickly bring cloud-based solutions to the market. Various vendor strategies have included partnering with hosted solutions providers or quickly creating scaled down versions of existing premise-based solutions. Still others have created hybrid solutions that enable companies to use existing premise equipment for some functionality, integrated with the cloud for others. This complex environment also now features new cloud-only providers, with solutions that range from full suites of contact center functionality, to poorer versions of legacy contact center offerings.

The result is an ever-changing competitive landscape that leaves customers researching seemingly countless companies and combinations of functionality.

Key Benchmarking Criteria for Company of the Year Award

For the Company of the Year Award, the following criteria were used to benchmark Genesys' performance against key competitors:

- Growth Strategy Excellence

- Growth Implementation Excellence

- Degree of Innovation with Products and Technologies

- Leadership in Customer Value

- Leadership in Market Penetration

Decision Support Matrix and Measurement Criteria

To support its evaluation of best practices across multiple business performance categories, Frost & Sullivan employs a customized Decision Support Matrix (DSM). The DSM is an analytical tool that compares companies' performance relative to each other with an integration of quantitative and qualitative metrics. The DSM features criteria unique to each Award category and ranks importance by assigning weights to each criterion. The relative weighting reflects current market conditions and illustrates the associated importance of each criterion according to Frost & Sullivan. Fundamentally, each DSM is distinct for each market and Award category. The DSM allows our research and consulting teams to objectively analyze each company's performance on each criterion relative to its top competitors and assign performance ratings on that basis. The DSM follows a 10-point scale that allows for nuances in performance evaluation; ratings guidelines are shown in Chart 1.

Chart 1: Performance-Based Ratings for Decision Support Matrix
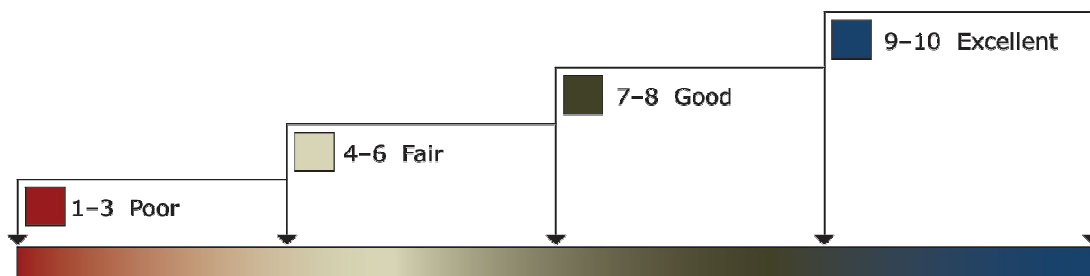
This exercise encompasses all criteria, leading to a weighted average ranking of each company. Researchers can then easily identify the company with the highest ranking. As a final step, the research team confirms the veracity of the model by ensuring that small changes to the ratings for a specific criterion do not lead to a significant change in the overall relative rankings of the companies.

Chart 2: Frost & Sullivan's 10-Step Process for Identifying Award Recipients

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Analyze Industry Challenges and Opportunities	Confirm Award Categories of Relevance and Importance	Establish Award Criteria	Develop Best Practice Research Instruments	Conduct Best Practice Research with Industry Value Chain Players

STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Attribute Relative Weights for Criteria	Nominate Top 3 Companies for Award	Determine Ratings for Each Company Across Criteria	Complete Ratings for All Criteria and Companies	Identify Recipient Company Based on Final Weighted Average Rating

Best Practice Award Analysis for Genesys

The Decision Support Matrix, shown in Chart 3, illustrates the relative importance of each criterion for the Company of the Year Award and the ratings for each company under evaluation. To remain unbiased while also protecting the interests of the other organizations reviewed, we have chosen to refer to the other key players as Competitor 1 and Competitor 2.

**Chart 3: Decision Support Matrix for
Company of the Year Award**

Measurement of 1–10 (1 = lowest; 10 = highest)	Award Criteria					
	Growth Strategy Excellence	Growth Implementation Excellence	Degree of Innovation with Products and Technologies	Leadership in Customer Value	Leadership in Market Penetration	Weighted Rating
Relative Weight (%)	**20%**	**20%**	**20%**	**20%**	**20%**	**100%**
Genesys	10.0	9.5	7.5	10.0	9.0	9.2
Competitor 1	8.0	9.5	7.0	9.0	9.5	8.6
Competitor 2	9.0	8.0	9.0	8.5	6.0	8.1

Criterion 1: Growth Strategy Excellence

Frost & Sullivan believes the Genesys acquisition strategy, coupled with packaging attuned to market needs, has helped to significantly increase its installed base of cloud customers. Genesys embarked on this strategy in 2012, since that time acquiring numerous companies, with each acquisition targeted at augmenting a different aspect of the cloud portfolio. These acquired assets complement the capabilities developed internally by Genesys. A large installed base of customers has been the result.

For example, in Q1 2013, Genesys made three strategic acquisitions that added to the total portfolio: Utopy brought speech and text analytics and missing components to the Genesys Workforce Optimization suite; Angel added strong hosted self-service, along with a rich development environment; and SoundBite brought world-class, cloud-based outbound notification capabilities. In Q4 2013, Genesys also acquired Echopass, an established leader in mid to large cloud contact center solutions.

For Frost & Sullivan, it is clear that these assets blend well to form a strong cloud offering, while also increasing the customer base. Clearly, Genesys executed on its plan to integrate different components into the Genesys platform, create targeted packages for different market segments, and lay out a roadmap to rapidly deliver further features to its customer base from these acquisitions.

Genesys's growth strategy also yielded flexible deployment options such that customers could choose to stay on-premise, deploy in the cloud, or use a hybrid model, moving between cloud and premise as needed. Moreover, Genesys designed packaging that is attractive to the small and mid-sized market as well as the larger enterprise.

Finally, Genesys increased its investment in sales and marketing, successfully expanding market awareness around its cloud-based offerings.

Criterion 2: Growth Implementation Excellence

Genesys now has a suite of cloud offerings spanning all market sizes, with features fit to market. These include the following specifics:

- **Premier Edition for Small to Mid-Size Contact Centers.** This is a pure cloud offering that scales up to 250 seats. It is built from a combination of routing and IVR capabilities from Genesys, while the user interface (the look and feel from Angel) offers the following capabilities:

    - ✓ Multi-channel support
    - ✓ Unlimited IVR ports
    - ✓ Intuitive and visual solution configuration
    - ✓ Proactive notifications and surveys
    - ✓ Business Intelligence Analytics
    - ✓ Interaction recording

✓ Agent monitoring and coaching
✓ Speech and text analytics
✓ CRM desktop integration
✓ Mobile
✓ Stand-alone agent and administrative support or native support within Salesforce Service Cloud
✓ Bundled Telco Services

- **Business Edition for Mid to Large-Size Contact Centers.** This is a feature-rich, flexible solution for mid- to large-size contact centers up to 1000 seats. It can be run in the cloud, on-premises with a pre-configured appliance, or in a hybrid cloud configuration. An on-premises appliance is also available from Genesys. Business Edition comes in multiple configurations made up of the following capabilities:

  ✓ Inbound and outbound multi-channel support
  ✓ Routing using full context
  ✓ Proactive Web engagement
  ✓ Agent scripting
  ✓ Local telephony connect
  ✓ Local storage of media
  ✓ Email, chat, mobile, and advanced self-service channels support
  ✓ Simplified and pre-configured routing options for rapid deployment
  ✓ Real-time performance and operational monitoring and analysis
  ✓ Workforce Optimization including Workforce Management
  ✓ Pre-integrated hardware appliances for on-premises deployments

- **Enterprise Edition for Large Contact Centers.** This is a feature-rich, customizable contact center solution that scales up to unlimited seats. This edition can be run in the cloud, on-premises or in a hybrid cloud configuration. Capabilities include those in the Business Edition, plus the following:

  ✓ Cross-channel interaction management
  ✓ Support for remote and branch office workers
  ✓ Work item prioritization, routing & analytics
  ✓ Customization and third-party system and application integration
  ✓ Advanced management

If one needed further proof of Genesys's successful growth implementation, she need only look to the numbers. At the end of 2013, Genesys cloud revenue had grown to approximately 20% of total revenue.

Criterion 3: Degree of Innovation with Products and Technology

Although acquisitions continue to add to the technological assets of Genesys, it is the decisions made as to what to do with those assets that contribute to the Genesys track record of innovation. With a view to simplicity and ease of deployment, Genesys continues to integrate those assets into the fold. For instance, Genesys took the best-in-class application development tool from Angel for use across its cloud platform, providing

value for customers in all markets. It also introduced a new, patent-pending Actionable Analytics solution, developed with assets from its Utopy acquisition. Frost & Sullivan expects to see more innovation with the most recent acquisitions of Solariat, a social media engagement and analytics company acquired in March 2014, and to see these new assets made available in the cloud as well.

Moreover, Genesys continues to organically innovate core systems offerings, which are also slated to be available in the cloud. For instance, beyond the speech analytics capabilities from the Utopy acquisition, the company bolstered its offerings in WFO and performance management with the introduction of Continuous Workforce Optimization, which fully integrates WFO and contact center infrastructure to automate highly manual processes, and Interaction Recording, for audio and desktop recording.

Criterion 4: Leadership in Customer Value

In addition to the feature-rich functionality available in Genesys's cloud offerings, the company also looks to alleviate concerns for customers just starting to investigate the cloud by offering the following foundational strengths:

- Genesys Global Transit Network providing connectivity between sites/regions for "global Queues"
- SSAE16, PCI DSS level1, HPAA Assurance, Service Organization Control (SOC) 2 certification, Dedicated Security team
- High availability built into each site (N+!)O and failover
- Rapid capacity turn up (bursting)
- 99.999% SLA

Genesys also provides value to customers by enabling them to choose the best mix of application deployment methods. In addition to offering cloud, premise, or hybrid options, now that Genesys has the best practices and expertise in WFO to support it, Genesys recently launched Genesys Guru, a portfolio of managed services that help companies realize the full power of their customer experience technology investments by streamlining business processes and improving customer interactions. This will pave the way for customers without the relevant expertise to get the most out of workforce management and analytics.

Great value also is to be found in the simplicity of product packaging in the form of Editions, in particular the cloud offerings for the low end of the market. The Genesys Premier Edition was designed to be easy to customize and install so that customers don't have to rely on IT support while being able to make changes on the fly. Business intelligence analytics and drill down management reports are embedded out-of-the-box, making it easy to set-up and manage. Unlike some products marketed to the small sized contact center, Genesys Premier Edition provides enterprise-grade features at an affordable price for the market.

Criterion 5: Leadership in Market Penetration

Frost & Sullivan believes that simplistic, easy-to-use offers like the Premier edition will contribute to Genesys's penetration of the lower end of the market as well. In addition to this, while the acquisitions of Angel, SoundBite, and Echopass contributed to Genesys's growth, the sales pipeline for cloud continued to grow exponentially in 2013 due to the company's Go-to-Market strategy. This strategy included the addition of new Go-to-Market partners, sales tools, professional services packages, easy add-ons and free trials. With this refreshed focus and a solid suite of cloud offers, Frost & Sullivan expects Genesys to continue to grow and be a market leader in 2014.

Conclusion

Genesys has been able to apply the best of all strategic approaches in going to the cloud. It has acquired assets to bypass the long R&D process required to build from scratch, yet skillfully planned a phased integration to provide customers with functionality they need quickly. It also has followed an aggressive development plan to deliver multiple releases per quarter to continue to enrich its cloud offerings for customers. For these reasons, Frost & Sullivan is pleased to present Genesys with the 2014 Cloud Contact Center Solutions Company of the Year Award.

Critical Importance of TEAM Research

Frost & Sullivan's TEAM Research methodology represents the analytical rigor of our research process. It offers a 360-degree view of industry challenges, trends, and issues by integrating all seven of Frost & Sullivan's research methodologies. Our experience has shown over the years that companies too often make important growth decisions based on a narrow understanding of their environment, leading to errors of both omission and commission. Frost & Sullivan contends that successful growth strategies are founded on a thorough understanding of market, technical, economic, financial, customer, best practices, and demographic analyses. In that vein, the letters T, E, A and M reflect our core technical, economic, applied (financial and best practices) and market analyses. The integration of these research disciplines into the TEAM Research methodology provides an evaluation platform for benchmarking industry players and for creating high-potential growth strategies for our clients.

Chart 4: Benchmarking Performance with TEAM Research
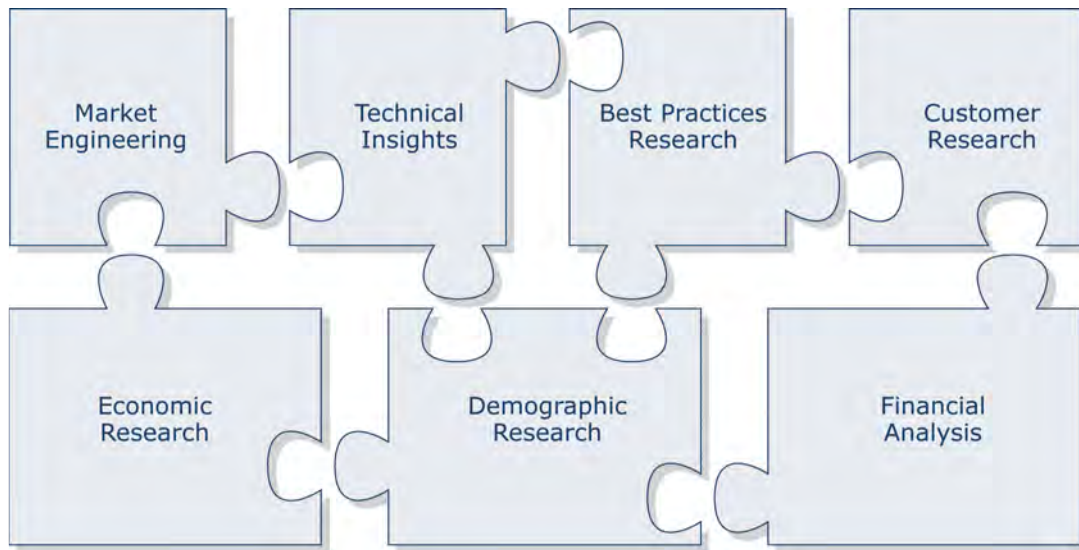
About Frost & Sullivan

Frost & Sullivan, the Growth Partnership Company, enables clients to accelerate growth and achieve best-in-class positions in growth, innovation and leadership. The company's Growth Partnership Service provides the CEO and the CEO's Growth Team with disciplined research and best-practice models to drive the generation, evaluation and implementation of powerful growth strategies. Frost & Sullivan leverages over 50 years of experience in partnering with Global 1000 companies, emerging businesses and the investment community from more than 40 offices on six continents. To join our Growth Partnership, please visit http://www.frost.com.

Genesys has a Business Continuity Program. The following Business Continuity Plan Table of Contents provides an overview of the plan.

Table of Contents

Genesys also has a formal published IT Disaster Recovery Program. The following IT Disaster Recovery Plan Table of Contents provides an overview of the plan.

Table of Contents

Version 1.0 – Release Date August 8/21/2013

4   Table of Contents

5   History & Approvals

5.1   Revision History

Version:	Changed By:	Change Date:
1.0	Daniel Blander	Original Version
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Dennis Empey, SVP Cloud Operations	Jul 31, 2015

5 Table of Contents

6 History & Approvals

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1.1	Daniel Blander	October 23, 2013
1.2	Kumaraswamy Selvaraj- Removed SSL v3.0 as acceptable protocol; SEC-1578	Feb 03, 2015
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Approved By:	Approval Date:
Dennis Empey, SVP Cloud Operations	Jul 31, 2015

Internal Use Only

Information Security Policy Management

Information Security (IS)

Version 1.1

2/3/2014

Contents

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Version:	Changed By:	Change Date:
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1. Approved By

Approved By:	Approval Date:
Jeff Haslem, CIO	11/20/2012

Internal Use Only

Risk Management Policy

Information Security (IS)

Version 1.1

2/3/2014

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1. Change History

This policy is a living document that will be reviewed and updated annually, or more often if the need arises, based on changes in technology, applications, procedures, business needs, or threats.

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2. Approved By

Approved By:	Approval Date
Jeff Haslem, CIO	2/3/2014

Internal Use Only

Information Asset Management Policy

Information Security (IS)

Version 1.1

2/3/2014

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1. Change History

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2. Approved by

Approved By:	Approval Date:
Jeff Haslem, CIO	11/20/2012

Internal Use Only

Vulnerability and Patch Management Policy

Information Security (IS)

Version 1.1

2/3/2014

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1. Change History

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Jeff Haslem, CIO	2/3/2014

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Business Continuity and Disaster Recovery Management Policy
Information Security (IS)

Version 1.1

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2. Approved By

Approved By:	Approval Date
Jeff Haslem, CIO	2/3/2014

Internal Use Only

Physical Security Management Policy

Information Security (IS)

Version 1.1

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2. Approved By

Approved By:	Approval Date
(signature) Jeff Haslem, CIO	2/3/2014

Internal Use Only

Personnel Security Management (HR) Policy

Information Security (IS)

Version 1.1

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Contents

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3. Change History

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Approved By:	Approval Date:
Jeff Haslem, CIO	2/3/2014

GENESYS

Internal Use Only

Access Management Policy

Information Security (IS)

Version 1.1

2/3/2014

Contents

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5. Change History

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Jeff Haslem, CIO	2/3/2014

Genesys Telecommunications Laboratories

Network and Operations Security Management Policy

Information Security (IS)

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Contents

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Approved By:	Approval Date
Jeff Haslem, CIO	2/3/2014

CONFIDENTIAL CONTENTS REMOVED

Internal Use Only

Cryptography Management Policy

Information Security (IS)

Version 1.1

2/3/2014

Contents

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3. Change History

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Approved By:	Approval Date
Jeff Haslem, CIO	2/3/2014

Genesys

GENESYS

Internal Use Only

Security Monitoring and Event Management Policy

Information Security (IS)

Version 1.1

2/3/2014

Contents

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9. Change History

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Approved By:	Approval Date:
Jeff Haslem, CIO	2/3/2014

Internal Use Only

Security Incident and Investigation Management Policy

Information Security (IS)

Version 1.1

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Contents

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5. Change History

This policy is a living document that will be reviewed and updated annually, or more often if the need arises, based on changes in technology, applications, procedures, business needs, or threats.

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Approved By:	Approval Date:
Jeff Haslem, CIO	2/3/2014

Internal Use Only

Acceptable Use Policy

Information Security (IS)

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Contents

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1. Change History

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2. Approved By

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Jeff Haslem, CIO	2/3/2014

GENESYS

Internal Use Only

Mobile Device Security Management Policy

Information Security (IS)

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Contents

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Jeff Haslem, CIO	2/3/2014

Internal Use Only

Vendor Management and Contracted IT Services Policy

Information Security (IS)

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Contents

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9. Change History

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Jeff Haslem, CIO	2/3/2014

Internal Use Only

Compliance Policy

Information Security (IS)

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Contents

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11. Change History

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15 Table of Contents

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1.3	Kumar Selvaraj - Updated Section 9.6.3: any evidence collected shall be documented, secured and isolated to ensure chain of custody.	11/07/2014
1.4	Kumaraswamy Selvaraj	Jul 24, 2015

16.2 Approved By

Approved By:	Approval Date:
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Dennis Empey, SVP Cloud Operations	Jul 31, 2015

Genesys Cloud Security: Philosophy and Approach

Cloud-based applications require intensive and ongoing corporate vigilance to conform to enhanced security standards. As a global provider of cloud-based applications and services, we understand the importance of our clients' ability to continuously deliver great experiences to their customers. The security of our service is instrumental in maintaining the trust placed in Genesys by our clients. We recognize how important it is to ensure confidentiality, integrity and availability for client data and the services supporting the data. This paper provides insight into the defined Genesys approach to Cloud security.

Introduction: Approach to IT Security

We enable our global clients to deliver comprehensive and visionary customer experiences by providing highly scalable and feature-rich Contact Center, Marketing and Proactive Communications Solutions. These services are designed and implemented in the Cloud in a manner that supports global customers across a variety of industries. Security is an integral part of this approach, and the Genesys architecture and operations reflect this approach. We believe that security is the result of informed oversight, informed decisions on managing risks, consistent security practices, and continuous feedback.

This paper will explain the ways Genesys has integrated security into our Cloud platforms, and the ways we demonstrate this commitment to our customers.

Certifications, Audit and Compliance

Genesys Cloud service and facilities meet the rigorous standards and compliance needs of our customers; business, including the handling of sensitive business data. We demonstrate our commitment through independent third-party audits and the achievement of numerous regulatory and industry certifications:

Payment Card Industry Data Security Standard (PCI-DSS)

The PCI-DSS is the global data security standard for companies that store, process, or transmit cardholder data.

Genesys is compliant as a PCI-DSS Level I Service Provider, and undergoes annual recertification assessments by a PCI Qualified Security Assessor to maintain our compliance. Though not required until 2015, we took a leadership position in 2014, with a 3.0 compliance of the standard.

HIPAA and HITECH

The Heath Insurance Portability and Accountability Act (HIPAA) focuses on the security, privacy and data loss prevention of Personal Health Information (PHI). It covers entities such as hospitals, pharmacies, insurance companies, private and group practices, pharmaceuticals and medical data processing entities. The Health Information Technology for Economic and Clinical Health (HITECH) act focuses on the electronic version of electronic PHI (e-PHI) under the HIPAA guidelines.

Genesys maintains compliance with HIPAA and HITECH as a Business Associate in support of our customers who are covered entities.

Service Organization Controls (SOC 1 and SOC 2)

Service Organization Controls (SOC) reports are intended to provide information and assurance about a company's security controls, building trust and confidence, by examining the company's service delivery processes and procedures. The standards for SOC reports, along with Standards for Attestation Engagements No 16 (SSAE-16), are issued by the American Institute of Certified Public Accountants, and replaced SAS 70 as of June 2011.

Genesys Business Edition and Enterprise Editions are both certified under a SOC 2 Type II report.

ISO 27001

ISO/IEC 27001 is an international standard for providing requirements for an Information Security Management System (ISMS). An ISMS is a systematic approach to managing sensitive company information so that it remains secure. It includes people, processes and IT systems by applying a specific risk management process.

Genesys adheres to and utilizes the ISO 27001 framework to manage its information security program for the Cloud.

US–EU and US–Swiss Safe Harbor

US-EU and US-Swiss Safe Harbor is a framework for US companies to satisfy the requirements of the EU Directive 95/46/ EC on the protection of personal data.

Genesys is registered with the US–EU and US–Swiss Safe Harbor programs.

Datacenter Certifications

Genesys hosts our services at third-party datacenters. These datacenters hold SSAE-16 SOC 1 Type II, SOC 2 Type II, or ISO 27001 certifications as applicable to the region where they reside.

Genesys Trusted Security Platform

The Genesys program for trusted security provides controls at multiple levels. This strategy includes the following domains:

- Governance and risk management

- Security policies, standards and guidelines

- Organizational security

- Human resource security

- Supplier management

- Asset management

- Access control

- Communications security

- Physical and environmental security

- Operational and Infrastructure security

- Systems and software development and maintenance

- Disaster recovery and business continuity

- Incident management

Governance
- Policy, Standards & Procedures
- Risk Assessment and Management
- Audit and Assessment

Network Security
- Firewalls
- Network ACLs
- Tenant and Network Segmentation
- VPN Security
- Remote Access
- Network Intrusion Detection

User Access
- Identification
- Authentication
- Authorizations
- Tenant Segregation

Data Security & Privacy
- Data Classification
- Tenant Data Segregation
- Access Controls
- Encryption

Operations & System Security
- Change Control
- Vulnerability Management
- Configuration Management
- Patch Management
- Host Intrusion Detection
- File Integrity Monitoring
- Malware Detection
- Log Monitoring, Alerting and Analysis

Human Resources Security
- Third-Party Management
- Background Checks
- Employee Responsibilities
- Security Awareness

Application Security
- Static Testing
- Dynamic Testing
- Code Review
- Release Management
- Configuration Management
- Change Control

Physical Security
- Access Controls
- Monitoring
- Intrusion Detection
- Environmental Controls

Monitoring and Response
- System and Environment Monitoring
- Incident Response

Governance and Risk Management

The Genesys risk management program is guided by a rigorous examination of threats and potential impacts based on those threats. We engage a cross-functional team in the governance of our program to ensure a multi-faceted view of risks and remedial action. We monitor, measure and continuously update our risk assessment and controls to ensure that the Genesys environment is prepared to face evolving threats.

Security Policies, Standards and Guidelines

The Genesys commitment to security is outlined in our Cloud Security Policy.

The Cloud Security Policy is periodically reviewed and updated. Employees are also required to receive regular security training on both the Security policy as well as security training specific to their roles and duties.

In addition, we maintain an extensive library of standards and procedures that give specific guidance on a wide array of relevant topics covering technical, operational, organizational and architectural requirements to meet the Cloud Security Policy.

Organizational Security

Genesys employs a full-time Information Security team that is focused on security, auditing, compliance and risk management. This team works in conjunction with the Security Steering Committee to ensure oversight and governance, as well as with HR, Legal, Operations, and Development to ensure the Cloud Security Policy is enforced and operating effectively. These teams work together to address the overall Genesys global computing environment.

Security is also embedded in and fundamental to every job at Genesys. This shared responsibility ensures that everyone on the Genesys team works consistently to maintain a secure, stable and highly available environment. Each group is assigned the responsibility to design, deploy, maintain, measure, and improve the security controls in its area. The Information Security team works closely with each group to ensure the security objectives are achieved and to provide real-time data and feedback on the effectiveness of the controls. This enables security to be built in as an integral part of the Genesys collective environment. We believe that this model is highly effective and efficient, making our environment more responsive to customer needs.

Human Resources Security

Genesys employees are required to conduct themselves in a manner consistent with the company's guidelines regarding confidentiality, business ethics, appropriate usage and professional standards.

Genesys conducts background checks on all new-hires as allowed by local labor laws and statutory regulations. All employees are required to execute a confidentiality agreement that acknowledges the privacy and confidentiality of customer information, as well as to acknowledge the Genesys Code of Conduct. This Code outlines our expectation that every employee will conduct business lawfully, ethically, with integrity, and with respect.

Employees are provided with security training as part of new hire orientation. Depending on an employee's job role, additional security training and policies may apply. Specific training concerning customer data covers the appropriate use of data in conjunction with business processes, as well as the consequences of violations. We provide confidential reporting mechanisms to ensure that employees can anonymously report any ethics, privacy or security violations they may witness.

Supplier Management

Genesys suppliers are selected for their ability to provide service levels that meet or exceed our commitments to our customers – including pronounced attention to security. Each supplier is assessed against specific criteria based on the service they provide. Every selected supplier is then contractually bound to deliver the appropriate level of service and security mandated by our environment. Their performance against these criteria is measured and evaluated to ensure that they continue to meet our requirements and their obligations.

Data Asset Management

The data and systems managed by Genesys are identified, classified and managed according to the Genesys Security Policy, Standards and Procedures.

Tenant data is carefully segregated to ensure the confidentiality and integrity of each customer's data. Data is protected based on the most stringent possible logical and physical safeguards. We design our environments and controls to protect the privacy of any data we transmit, receive, process or store, and we adhere to the strictest data privacy standards possible.

Genesys also works with our customers to ensure that they use the environment in the most secure manner possible. Our onboarding process, documentation and communications all focus on how to create the best possible customer experience, coupled with the strongest possible controls for privacy and security of customer data.

Access Control

In order to secure the vast data assets managed by Genesys, we employ a number of controls that are designed to protect against unauthorized access to our customers' information and services.

Access to customer data is very tightly restricted and whenever possible, permitted only to the customers themselves. We provide numerous controls to our customers to help ensure that they are able to utilize the greatest safeguards to maintain the confidentiality of their data.

Operational access to Genesys systems requires explicit approval and is available to limited roles ensuring that authorized access rights are defined, approved and properly managed. Access to our systems is based on a "least privilege" / "need-to-know" basis, and requires explicit approval based on job role.

We provide authentication controls for our customers that include use of unique user IDs, password complexity, password aging, password reuse and account lockout on failed login. Operational access to production environments by Genesys personnel requires the use of these same controls as well as multi-factor authentication.

All access to the production environment is logged and actively monitored for inappropriate activity. Periodic audits throughout the year evaluate access, all activity in the environment, and the approved access rights — to ensure that all access is appropriate.

Communications Security

At the core of the Genesys Cloud service is communications — and the security of these communication services is central to our design.

Genesys employs multiple layers of network defense to help protect systems and customer information from malicious activity. Only authorized services and secure protocols that meet our security requirements are permitted to traverse the Genesys network. Customers access the Genesys Cloud Services through secured and encrypted channels. We also employ security controls in our telecommunications connections to help detect inappropriate activity, and protect the integrity and availability of the Genesys Cloud Service, and the data traversing it.

Network segmentation is employed to segregate services and information at different levels of classification. All network segments are protected using firewalls that are subject to change management, peer review and testing. Network- and host-based intrusion detection systems continuously monitor and provide alerting of inappropriate and malicious activity.

Physical and Environmental Security

Genesys partners with highly secure third-party datacenter providers to deliver best-in-class secure hosting environments. Each of the Genesys datacenters has achieved the highest certifications and maintains rigorous controls around the physical access, monitoring and intrusion detection of the facilities, logging of physical access, redundant power and environmental controls, redundant communication connections and controls around the integrity of their personnel.

In addition, we maintain strict controls over our personnel's access to the physical environment. Only Genesys-authorized personnel are permitted into its datacenters, ensuring the integrity of the environment and the services provided to our customers. Genesys restricts access based on role, not based on position.

Operational and Infrastructure Security

Genesys maintains policies, standards and procedures that provide threat prevention, detection and infrastructure management.

System Security

The Genesys infrastructure is based on industry-standard components that are carefully evaluated for their security, and configured according to industry standard guidelines. Systems are continuously monitored for any deviation, and promptly corrected.

Only approved software is installed on systems, and systems are carefully monitored to ensure compliance. Patches and security fixes are continuously reviewed and applied within thirty (30) days of their release. Any exceptions are identified and reviewed, and mitigating controls are put in place with guidance from the Information Security Team and oversight by management.

Malware Prevention

Genesys proactively monitors our systems for malware, through host-based intrusion detection, file integrity monitoring and anti-malware systems.

Vulnerability Management

Genesys scans continuously for security threats using commercially tested tools, penetration testing and pre-deployment testing. Findings are immediately logged, evaluated, prioritized and assigned for prompt remediation. All issues are monitored by Information Security, reported to management and tracked to expedient completion.

Monitoring

Genesys monitors its Cloud environment for malicious events, service outages, capacity and anomalous activity. These events, if existing, are collected and examined to assist in identifying root causes, a need for further examination, and appropriate and prompt remediation.

Our continuous monitoring service coupled with our strict incident response procedures ensures that security incidents are properly investigated, capacity is monitored to ensure quality of service and systems are maintained in their optimal state.

Change Management

All changes to the Genesys production environment are subject to a rigorous change control process. All changes to the environment must be logged, described in adequate detail to ensure proper execution and tested. They must then receive review and approval, and be scheduled in a manner that presents the least possible impact to the production environment. Our change control tracking system ensures that changes are communicated and documented, allowing for faster resolution of issues and greater knowledge of changes to the environment.

Segregation of Environments

Genesys maintains strict segregation between production, testing and development environments. Customer confidential data in production is never used in development or testing environments, and access between environments has strict controls in place that prevent the moving of data or programs between environments without explicit approval and segregation of duties.

Incident Management

Genesys has an incident management process for security events that could affect the confidentiality, integrity, or availability of systems or data. The incident response process specifies courses of action and procedures for logging and classifying an incident, customer and management notification, escalation, investigative and forensic response, incident mitigation, appropriate regulatory actions and documentation. Incidents affecting customer data or service are given the highest priority.

Personnel who are designated as members of the Incident Response Team are appropriately trained to promptly respond to alerts and reported incidents, and participate in periodic incident response testing exercises. Our procedures mandate post-mortem investigations when necessary, to determine the root cause for single events and trends spanning multiple events over time. This also helps in developing new strategies to prevent the recurrence of similar incidents in the future.

Systems Development and Maintenance

It is Genesys policy to consider security throughout the design, testing and implementation of all applications, systems and services.

We include security requirements that must be built into every application and system. These requirements are tracked and monitored throughout the application's lifecycle. These requirements are tested, along with security testing that includes extensive peer review, multi-layered security testing and functional testing to validate adherence to these security requirements. Our development teams are regularly trained on secure coding practices as well as encouraged to participate in hunt-the-bug programs that encourage awareness and skills in identifying and remediating identified application issues. Lastly, applications that are implemented in the Genesys production environment are continuously tested, and any findings are communicated quickly and effectively back to development teams for remediation and lessons learned.

Disaster Recovery and Business Continuity

To minimize service interruption due to failures, disasters and other business interruptions, Genesys has developed a Disaster Recovery and Business Continuity program across our entire environment.

This program includes deployment of multiple redundant components to minimize the risk of any single points of failure, distribution of personnel and physical resources across multiple locations, and technology solutions that minimize the impact of outages, interruptions or other service disruptions. We operate geographically distributed datacenters that are designed to maintain service continuity in the event of a disaster or other incident within a single region. We maintain multiple data and telecommunications connections to ensure continuous service delivery. Genesys conducts regular testing of our Disaster Recovery plan and the redundancy of services to ensure their proper operation and ability to maintain customer services.

In addition to the redundancy and disaster recovery capabilities, we also maintain a Business Continuity Plan for operations and personnel. This plan is based on careful studies and prioritized risks to the services we provide. The plan is designed to enable the continued operation of all services for all customers.

In Summary

As a global provider of cloud-based applications and services for organizations of all sizes, Genesys has built a secure, stable and highly reliable platform for delivering great customer experiences. This effort is ongoing and tied to a process of continuous improvement, by endlessly evaluating evolving threats as well as the security needs of our customers.

About Genesys

Genesys is the market leader in multi-channel customer experience (CX) and contact center solutions in the cloud and on-premises. We help brands of all sizes make great CX great business. The Genesys Customer Experience Platform powers optimal customer journeys consistently across all touchpoints, channels and interactions to turn customers into brand advocates. Genesys is trusted by over 4,500 customers in 80 countries to orchestrate more than 100 million digital and voice interactions each day. Visit us at www.genesys.com or call us at +1.888.436.3797

Support Guide

Business Edition
Enterprise Edition
Premier Edition
(including Self-Service)
Proactive Customer Communications (including Mobile Marketing)
Social Analytics

Version 1 – March 2015

Table of Contents

1   About Genesys Care for the Cloud

Support, also known as "Genesys Care for the Cloud" is focused on your Support experience through a global, live answer 7X24 Support model and is provided in accordance with the following terms and conditions, and the Genesys Cloud Master Subscription Agreement (including defined terms therein, unless hereunder otherwise defined or commonly recognized in the technology industry) ('Agreement") you have executed. Genesys offers two core Support Levels: Care for the Cloud and Business Care for the Cloud. Optional Support add-ons, (Flex-Care for the Cloud) are also available. With these Support Levels, you can tailor the level of Support you need to put the power of your Genesys Customer Experience Platform to work for you. Support level details and optional add-ons are summarized in the attached Addendum B, "Genesys Care for the Cloud Offerings."

Table 1: Genesys Care for the Cloud Features Overview

Feature	Care for Cloud	Business Care for Cloud	Flex Care for Cloud
Web Portal Case Management	●	●	
Knowledge Base Access	●	●	
Proactive Service Advisory	●	●	
Platform and Network Monitoring	●	●	
Platform Upgrades and Updates	●	●	
7X24 Phone Support for Unlimited Case Management		●	
Defined Response Targets		●	
Mobile Device Access		●	
Customer Experience Manager			●
Support Architect			●
Dedicated Support Specialist			●

This Support Guide describes the Genesys Care for the Cloud offerings, and provides guidelines for interacting with our Customer Care team to quickly address cloud support requirements.

2   Genesys Care for the Cloud Contact Information

2.1   My Support Portal

Open and manage your cases by logging into Genesys Care for the Cloud portal, **My Support**, using the URL below:

http://www.genesys.com/customer-care

For instructions on using **My Support**, please refer to Section 6: Customer Care Case Management.

Note: Some customers may have a unique portal that can be used to access Customer Care.

2.2   Telephone Numbers

Table 2: Contact Phone Numbers*

Product	USA & Canada Phone Number	International Phone Number
Business Edition	1 855-843-5385	+1 415-335-4324
Enterprise Edition for Cloud	1 800-247-1517	+44 (0) 127 645 7101
Premier Edition (including Self Service)	1 855-264-3511	+44 (0) 800 096 6461
Proactive Customer Communications (including Mobile Marketing)	1 888-807-4732	+44 (0) 808 234 2223 UK +44 (0) 131 516 5506 Int'l
Social Analytics	1 855-264-3511	+44 (0) 800 096 6461

*Please note that Customer Care provides telephone support 7x24, 365 days a year for Business Care for Cloud Customers.

2.3   Email

Please use customercare@genesys.com for all email communication with Customer Care. Do not use this email address to report new issues or open cases. Use the web site and phone numbers above to open new cases.

When emailing about an existing case, be sure to add "Case # <case number>" to the subject line of your email.

3 Customer Care Case Responsiveness

3.1 Definitions

The Response Time, Restoration Target and Resolution Target terms used in the following Service Level Target tables are defined as:

- **Response Target** – Initial response to Customer after the case has been submitted.

- **Restoration Target** – The time in which Genesys makes reasonable efforts to generally return a Genesys Cloud Service to active or implement an effective workaround for 95% of related issues. Restoration Targets may not neutralize the root cause of the issue, but are designed to minimize customer downtime.

- **Resolution Target** – The elapsed time between when a case is logged and when Genesys makes reasonable efforts to provides Customer with a solution or workaround to the root cause of the issue.

Customer Care shall use all reasonable efforts to continue to work on the case to provide a restoration action, resolution repair or workaround is provided to Customer.

3.2 Severity Codes Criteria

The following characteristics are used to identify the criteria for each severity/priority of a Customer case. The assigned severity level for a problem may be mutually re-determined by both parties during the problem resolution process, but Genesys shall have the final authority as to the actual designation.

Table 3: Cloud for the Cloud Severity Criteria

Severity	Care for Cloud	Business Care for Cloud
1-Critical	Definition: : A severe impact or degradation to Customer's business operations caused by intermittent disruption of Genesys Cloud Service. Report: **My Support** Response Target: 4 hours Restoration Target: 6 hours Resolution Target: 15 days	Definition: A severe impact or degradation to Customer's business operations caused by intermittent disruption of Genesys Cloud Service. Report: By telephone or **My Support** Response Target: 15 minutes Restoration Target: 4 hours Resolution Target: 15 days
2-High	Definition: Genesys Cloud Service is operational; moderate impact to business operations Report: **My Support** Response Target: 6 business hours Resolution: Target: 4 business days Resolution Target: 15 business days	Definition: Genesys Cloud Service is available and operational; moderate impact to Customer's business operations. Report: By telephone or **My Support** Response Target: 2 business hours Restoration Target: 2 business days Resolution Target: 15 business days

3-Medium	Definition: Genesys Cloud Service is available and operational; nominal and immaterial adverse impact to Customer's business operations. Report: **My Support** Response Target: 1 business day Restoration Target: 10 business days Resolution Target: 30 business days	Definition: Genesys Cloud Service is available and operational; nominal and immaterial adverse impact to Customer's business operations. Report: By telephone or **My Support** Response Target: 4 business hours Restoration Target: 5 business days Resolution Target: 15 business days
4-Low	Definition: Genesys Cloud Service is available and operational; no impact to Customer's business operations, or Customer requires information or assistance on the Genesys Cloud Service capabilities or configuration. Report: **My Support** Response Target: 2 business days Restoration Target:Not Applicable Resolution Target: Not applicable	Definition: Genesys Cloud Service is available and operational; no impact to Customer's business operations or Customer requires information or assistance on the Genesys Cloud Service capabilities or configuration. Report: By telephone or **My Support** Response Target: 1 business day Restoration Target:Not Applicable Resolution Target: Not applicable

4   Incident Reporting

4.1   *Customer Affecting Issues*

When Service is interrupted causing the Customer's Business As Usual (BAU) to be affected, Customer should open a case and set the applicable Priority for the issue. Customer Care makes every effort and uses all reasonable efforts to work on the case until a restoration action or resolution repair is provided to the Customer or a workaround solution is implemented in the Service.

Once the issue has been resolved and the Service is back to BAU, a "post-mortem" meeting is scheduled to take place within the next 2 business days. Root cause analysis will be conducted. Within 3 business days of the post-mortem meeting, an Incident Report will be sent to customers who request a written explanation, the purpose of which is to provide additional detail about the outage and steps required to address root cause issues. This will be known as Incident Report communication.

4.2   *Incident Report Format*

Incident Reports will contain the following information:

- **Incident:** Title of incident

- **Case Number:** if applicable

- **Clients Affected:** Client Company names

- **Date and Time:** Date & time of incident

- **Duration:** Duration of incident affecting BAU

☐　　**Incident Details:** Incident Overview

☐　　**Customer Specific Details (if applicable):**

☐　　**Incident Restoration:** Restoration description

☐　　**Root Cause:** not always necessary

☐　　**Action Plan:**

☐　　**Comments:** not always necessary

5　Maintenance Windows and Updates

From time to time, Genesys may upgrade and perform additional modifications to the Genesys Cloud Service including, but not limited to, replacing or discontinuing third party products that are part of the Genesys Cloud Service. In no event will updates, modifications, discontinuations or replacements diminish or otherwise derogate from the Genesys Cloud Service Subscription you have purchased. You may use all the commercially released updated and modified versions of the Genesys Cloud Service that are part of your Subscription without extra payment during the then-current Subscription Term.

The Genesys Cloud Service daily planned maintenance window is set forth in Table 4 below, and will be performed in the time zone of each region from which Customer is primarily served. Regional planned maintenance windows will not overlap.　Maintenance activities may impact Customers' ability to use the Genesys Cloud Service. Genesys will make reasonable efforts to prevent disturbances and/or resolve timely such malfunctions.　To this end, Customer may ask Genesys to reschedule such planned maintenance to avoid business disruption, and Genesys will make commercially reasonable efforts to reschedule such planned maintenance, as practicable.　Genesys reserves the right to perform unplanned maintenance, inclusive, without limitation, upgrades and enhancements, without notice to Customer. Unplanned maintenance may impact Customer's ability to use the Genesys Cloud Service at any time, including suspension of the Genesys Cloud Service in an event of emergency, to safeguard the integrity and security of its network and/or repair or enhance the performance of its network (and otherwise in accordance with the Agreement). Genesys will make commercially reasonable efforts to attempt to notify Customer of unplanned maintenance, within a reasonable time before it takes place.

Table 4: Daily Maintenance Windows

Genesys Cloud Service	Days	Time
Proactive Customer Communications (including Mobile Marketing)	Tuesday & Thursday/Sunday	12:00 am – 3:00 am/12:00 am – 5:00 am (EST)
Enterprise Edition Cloud	Tuesday & Thursday	11:30 pm – 4:00 am (MT)
Premier Edition (including Self-Service)	Tuesday – Thursday	10:00 pm – 5:00 am (EST)
Business Edition Cloud	Tuesday & Thursday	6:00 pm – 12:00 am (Local time)
Genesys Social Analytics	Tuesday – Thursday	10:00 pm – 5:00 am (EST)

6   Customer Care Case Management

All issues reported to Genesys Customer Care are tracked in **My Support**. Before reporting issues, please note Customer Responsibilities in Section 6.1.

To open new requests, either open a case in My Support or if you are a Business Care for Cloud Customer, call the appropriate Customer Care phone number (see Section 2.2, Table 2). New cases cannot be created via email, but you can use email as well as **My Support** to make an update to an existing case.

6.1   Customer Responsibilities

To ensure that your issue is resolved as quickly as possible, please review the following list and be sure that you have fulfilled these responsibilities before contacting Customer Care. Failure to fulfil these requirements may result in delays or inability to provide problem resolution.

Note: Some items may be specific to certain Genesys products and not others; this will be noted appropriately.

- You must identify at least two Customer contacts, referred to as "Designated Contacts," who will be given special permissions to interact with Customer Care on your behalf. They must be trained to use the Genesys Cloud Service. This training will consist of basic, web-based, no-cost training for each of the two Customer personnel. Customized training is available for additional charge.

- You must have received a Provision Notice.

- Your Designated Contact personnel must be able to open and update cases.

- You must have an understanding of your network, applications, campaigns and business flow.

- You must be able to specify the features of the service you are using.

- You must be able to provide an accurate description of the issue and its business impact.

- You must report each issue separately so it can be individually tracked; each issue has one individual case number. Reporting multiple issues in one case or adding new issues into correspondence about an existing case may result in overlooked questions and incomplete determinations.

- You must be able to transfer information (for example, screen shots, local log files, configuration files, etc.) electronically to help Customer Care analyze your issue.

- You must be willing to work with Customer Care to resolve your issue.

- If you have requested a Priority of Critical (defined below in Severity Codes Criteria) for your issue, a trained (per the agreement) customer contact must be available at all times to work with Customer Care in the handling of your case.

6.2   *Before Logging a Case*

In addition to Customer Responsibilities, the following checklists identify tasks that you should complete prior to logging a case with Customer Care:

6.2.1   If your case is a question:

- If available have you checked the built in Help sections within the Genesys applications?

- Have you checked the product User Guide and/or Support Guide?

- Have you clearly defined the issue?

6.2.2   If your case is for a problem, add the following information to the checklist above:

- If applicable, have you checked the Service Advisories on the products portal you are using?

- Have you been able to reproduce the problem (if so, please document the steps)?

- Have you identified a clear business impact?

- Have you described what actions you have taken so far in attempting to solve the problem?

6.3   Case Details

Regardless of the medium of communication (phone or **My Support**), you will be required to provide the following information when opening a new case:

- Account Name / Department or Area (End User Account).

- Genesys Cloud Service or Covered Product affected

- Number of Users affected

- Frequency of occurrence and date/time when issue was first observed

- Business impact description

- Any steps that have been taken to reproduce the problem

- Any additional information regarding the nature of the trouble including (if applicable for the product you are using), DNs, User information, ANI/CLI, equipment affected, campaign name, report name, etc.

- If applicable or available, attach sanitized logs of issue for faster troubleshooting (logs must be sanitized of Customer Data)

- Customer Care Specialist may ask additional application specific questions to assist in isolation

- Local contact Information

- Working hours and location of impacted User(s)

6.4 Case Process

A case number will be provided for tracking purposes. Please provide this number during all correspondence or communication with Customer Care.

During the investigative and resolution process, Customer Care may be in contact with you at any time should additional focus be needed to resolve the case.

6.5 Case Management Processes

The following sections describe the processes for opening and managing cases using **My Support**. Also available are **My Support Training Videos** that provide quick overviews of the Customer Care Homepage, My Support, and case management in general.

6.5.1   Opening a New Case

1. Go to the Genesys Customer Care homepage: http://www.genesys.com/customer-care

2. Click on "Login" in the "**My Support**" section.

3. Enter your user name and password, and click "Login" to access **My Support**.

4. From the **My Support** main screen displayed after login, click the "Create Case" button.

5. Select "Support" for the Record Type.

6. Click the icon next to "End User Account" and select your account. When you are returned to the Support Case screen, the End User and Sold To fields should be populated. (Note that "End User" within My Support refers to Customer or Partner)

7. Select the appropriate entries under Cloud Offering and Covered Product, and click "Next." Fill in all fields on the New Case screen, and click "Save." The more details you can provide, the quicker our Customer Care Specialists will be able to resolve the issue.

   a) If you need to request a recording or other Support service, enter Cloud Services Order in the Case Sub Type field, and select the service in the Service Requested field.

   b) To report a problem, select Problem for the Case Sub Type.

   c) In the Business Impact field, please explain the impact to your business of the problem you are reporting. Are you unable to perform normal business functions?

   d) In the Troubleshooting Actions field, please outline all the steps you have already taken to troubleshoot this problem, and the result of your actions. (See Section 6.3)

   e) After you click "Save," use the "Transfer Files" button to upload screen shots, log files, or other information that you want to attach to the case.

6.5.2   Updating an Open Case

You can use either of these methods to update an open case:

1. Login to **My Support**:

    a) To login, go to http://www.genesys.com/customer-care.

    b) From your main page, find your case and click your case to open it. Then click the "Post Update" button at the bottom of the case window.

2. Send an email to CustomerCare@genesys.com with the case number in the email Subject line, in this format:

    a) Case # <enter your case number here> as an example: Subject line: Case # 1234567890

    b) Notice that there are blank spaces before and after the #.

6.5.3   Closing a Case

Once Customer Care has proposed a solution that resolves your issue, you can access your case on the **My Support** and click "Close Case" to close the case.

If Customer Care requests information from you about a case or proposes a solution, and you do not reply within two business days, the case management system will send you an automated email reminder about the action requested of you. After ten business days with no response, the case will be closed automatically. For more information, see this description of the Auto Follow-Up Process.

6.5.4   Reopening a Case

A previously closed case may be re-opened if the case has not been marked as resolved. For the case to be re-opened, all of the new supporting information with regard to the unresolved case should be supplied to Customer Care. Without this information, the case will not be re-opened.

6.5.5   How to Find Your Open Cases

From your main page in **My Support**, you will see a list of your recently updated cases. To filter this view, select "Manage Cases" from the left menu, and then select "My Non-Closed Cases "from the drop-down menu at top, just under the navigation bar. You can also enter your case number in the "Find Cases" search box located on the left menu on your main screen in **My Support**. The case number will be shown in the Case Number field.

6.6 Escalations

If you are dissatisfied with the handling of your case, please feel free to engage the Customer Care Manager or your AE/CSM for additional focus.

To engage the Customer Care Manager, please call Customer Care and ask to speak with the Customer Care Manager.

7 Non-Genesys Provided Third Party Applications and Equipment Maintenance

The Agreement details the extent to which Equipment and third party applications may be used with the Genesys Cloud Service. In general, if Customer uses any Equipment or other equipment and third party applications not provided by Genesys ("Non-Supported Items"), Customer will be responsible for all risk and liability associated with the addition of the Non-Supported Items. Unless agreed otherwise by Genesys in writing, Non-Supported Items are outside the scope of Genesys' obligation under the Agreement (including this Support Guide), and Genesys shall have no liability in respect thereof.

8 Professional Services

All changes to a Statement of Work follow the Change Request process described in that SOW and are not processed via Customer Care channels.

Addendum A - Business Edition & Enterprise Edition

Please note the following information is specific Information for products within Business Edition & Enterprise Edition

Submitting Change Requests for MAC/D Support

To submit a Change Request for non-recurring Move/Add/Change/Delete (MAC/D) support for specified applications and configurations (as detailed on the Change Request form itself), you need to open and submit a new Support Case, with Sub Type of "Cloud Service Order." Please provide as many details as possible for the required change including use cases, if applicable. A Change Request of this type will be acknowledged within one business day and accepted or rejected within two business days.

If accepted, the acknowledgement will include a Services Order and (if any) an SOW for executing the Change Request. Services Orders and SOWs will require mutual execution by the parties before proceeding. On a rejection, Customer Success Manager will work with you to modify the Request and resubmit it.

The Request will be considered complete upon the email notification of completion to the case originator.

Submitting Feature Requests for Business Edition & Enterprise Edition

To submit a request for a new feature (FR) for the Genesys Cloud Service, open a Support Case to submit and track the progress.

Customer Care Evaluation

If the requested feature already exists in the current version or in an upcoming version of the Genesys Cloud Service, you will be notified accordingly.

If Customer Care determines that the FR can be solved by a Provisioning change, is the result of a User error, or is caused by a Genesys Cloud Service issue, the FR will be resolved using the various Support case processes described in this Support Guide.

If Customer Care confirms it is a new feature, they submit the FR to the appropriate Genesys team(s) for evaluation.

FR Evaluation

After reviewing the FR and all related information, Genesys will decide how to handle the FR:

- Customer Care will notify you through your related case if the FR is declined (e. g. cannot be implemented in a reasonable period of time; does not fit into the Genesys

Cloud Service roadmap), and will work with you to find alternative solutions if possible, before closing the case.

- If the FR is determined to be a Support issue, the FR will be declined, and Customer Care will work with you to resolve the issue through the Support processes in this Support Guide.

- If the FR is valid and fits the Genesys Cloud Service roadmap, Genesys may include it in the queue for potential future implementation. You will receive an email stating that your FR has been accepted, and the case status will be updated, accordingly.

Feature Request Escalation

If you believe there is a need to escalate the FR, please use Customer Care escalation process.

Addendum B – Genesys Care for the Cloud Offerings

Table 5: Genesys Care for Cloud Feature Descriptions

Care for Cloud Feature	Description
	Care for Cloud is included with the Genesys Cloud Service and provides self-guided access to our cloud knowledge base, web portal case submission and service advisories, platform and network monitoring 7X24, and all platform upgrades and updates. Submitted cases are reviewed during regular business hours.
Web Portal Case Management	Open and manage cases through the **My Support**.
Knowledge Base Access	Web-based tool available 7X24 leverages documents to share knowledge, answer questions, communicate best practices, and assist in the identification and resolution of known issues.
Proactive Service Advisory	E-mail communication notifying you of known issues and recommended solutions. The notifications can be set to daily or weekly frequency.
Platform and Network Monitoring	247X7 monitoring of the Genesys Cloud Service, testing for network, and circuit monitoring, and Genesys Cloud Service performance.
Platform Maintenance and Updates	Genesys will make reasonable efforts to maintain Service integrity during the maintenance process.

Table 6: Business Care for Cloud Feature Descriptions

Business Care for Cloud Feature	Description
	Business Care for Cloud provides all the benefits included with Care for Cloud, plus additional support features, including unlimited, 24X7 phone support for case submission, defined response targets and access to real-time incident status via mobile devices.
7X24 Phone Support for Unlimited Case Management	Available 24X7 via phone, you have access to submit a case or speak live to Customer Care. Using a tier-less support model, each incoming case is assessed for complexity and routed to an appropriate professional to manage through restoration.
Defined Response Targets	Defined targets are based on case severity levels documented in Section 3.2 in this Program Guide.
Mobile Device Access	The Genesys Care Mobile App developed by Genesys Customer Care, provides a flexible way for communicating with Customer Care to: review open cases or post case updates. The App can be downloaded from the iTunes Store® through mobile devices for iOS and Android *.

*iTunes Store is a trademark of Apple Inc.
*Android is a trademark of Google Inc.

Table 7: Genesys Flex Care for Cloud Feature Descriptions

Flex Care for Cloud Optional Offerings	Description
Flex Care for Cloud provides additional Support options to adopt cloud solutions specific to your business requirements. Business Care for Cloud is a requirement for any of these optional services. Each Flex Care for Cloud option is available individually.	
Customer Experience Manager (CXM)	A designated advisor that establishes and maintains an understanding of your business goals, operations and priorities. The CXM acts as a main point of contact to drive risk mitigation and issue resolution, advise on training, and manage regular reviews to discuss open issues and project/ product feature implementation planning.
Dedicated Support Specialist (DSS)	Genesys product consultant that is knowledgeable of your configuration and business requirements, and who provides dedicated, year-round support including first contact resolution and access to technical consultants to resolve issues.
Support Architect (SA)	A designated technical consultant who partners with your team to provide environment risk analysis, remediation action plans, optimization recommendations, and capacity planning.

GENESYS UNIVERSITY

Curriculum Guide 2016

WELCOME TO
GENESYS UNIVERSITY TRAINING

We're committed to helping you make the most of your Genesys deployment. With a curriculum designed for all skill levels and learning types, we have options that fit your organization's needs throughout the entire Genesys lifecycle.

Genesys University training delivers:

- **Unmatched expert knowledge:** We create our programs and training content with Genesys-certified experts who have successfully built and implemented our technologies and solutions around the world.

- **Flexibility and innovation:** Our curriculum offers a wide range of options so you learn the way that works best for you.

- **Continuous learning:** We support learning throughout the application lifecycle—from pre-deployment administrative and development training, to new-hire, end-user, and on-the-job reference training—so that your Genesys installation operates at its full potential.

CONTENTS

CONTENTS

CONTENTS

Flexible Delivery Options

We want to make sure your training is delivered in the way that best suits your organization's needs. Our flexible training delivery options are outlined below. If you have further questions about which training is right for you or if you would like us to design a custom program for your company, please contact us.

Instructor-led Training: Led by seasoned and knowledgeable instructors, these courses are available at each of our 15 training centers located around the world. Classrooms are equipped with state-of-the-art workstations with Genesys software for an interactive, hands-on training experience.

Instructor-led, virtual classroom: The same great content is delivered by the same knowledgeable instructors without the costs of travel and out-of-office time. Hold a dedicated session for your remote teams or join any of our publicly offered courses. Interact, ask questions, and have discussions in a virtual classroom.

Self-study, on-demand: Self-study kits allow you to access virtual labs, training manuals, structured activities, and one-on-one time with instructors. They are ideal for students needing maximum flexibility in their learning environments. The kits are accessible for 21 days from the day you choose.

On-site: Dedicated, on-site training is the cost-effective solution for larger group training. It minimizes travel expenses and time away from the office, and the curriculum and materials are the same as in as our public training courses. All Genesys University courses can be delivered on-site.

Custom: For training needs outside the scope of our standard curriculum, we offer customized training options. We'll assess your training needs and create a curriculum specifically tailored for your team. A customized training curriculum package can include multiple skill levels, job roles, project phases, and/or Genesys solutions.

With a curriculum designed for all skill levels and learning types, make the most out of your Genesys deployment with professional quality training and certification from Genesys University.

How to Read Course Names and Codes

Genesys University courses are identified by a course name as well as course code. Course codes help you identify course names and types (for example, a foundation versus a deployment course) and include the topic, version, and course type.

Course Type	Letter Code	Audience	Example
FOUNDATION	FND	All roles	FWK8-FND = Framework 8 Foundation
TECHNICAL OPERATIONS	OPT	Technical Operators	WFM8-OPT = Configuring, Forecasting and Scheduling with Workforce Manager
ADMINISTRATION	ADM	Administrators	FRR85-ADM = Framework, Routing, and Reporting Administration
DEPLOYMENT	DPL	System administrators/ consultants	SIP8-DPL = SIP 8 Deployment
USERS	USE	End users	CCP8-USE = Configuring a Contact Center with CC Pulse+
DEVELOPMENT	DEV	Developers	COMV8-DEV = Composer 8 for Voice Applications
TROUBLESHOOTING	TS	Support professionals	GVT8-TS = Genesys Voice Platform Troubleshooting Workshop
PARTNER PRE-SALES	PRE	Pre-sales consultants	CORE8-PRE = Core 8 Application Pre-Sales

User Roles	Definitions
System Administrators/ Consultants	System administrators/consultants plan, install, configure, and maintain the Genesys environment. They often include: • Technical consultants • System integrators • Technical support professionals
Developers	Developers build applications (routing or self-service), develop custom reports, and perform testing of a Genesys environment. They often include: • Application designers • Application programmers • Database administrators
Support Professionals	Support professionals address the troubleshooting the configuration and customization of the Customer Interaction Management platform.
Partner Pre-Sales Consultants	Pre-sales consultants play a technical role in the sales process, including planning and scoping a Genesys environment. They often include: • Sales engineers • Solution engineers • Solution architects
End Users	End users perform multiple tasks within the interface. They often include: • Technical operators who manage and maintain a Genesys implementation, add agents, and manage groups in Configuration Manager or Administrator • Supervisors/managers who are responsible for the day-to-day operations of a contact center • Agents who receive and manage interactions (phone calls, emails, chats, etc.)

Course Summary Descriptions

Genesys Core Platform

FRAMEWORK 8 FOUNDATION (FWK8–FND)

Framework 8 Foundation introduces students to the technical architecture of the Genesys Framework 8.1. Students see demonstrations and have discussions about the role of Framework within the Customer Interaction Management (CIM) platform and the CTI context. This course includes the following topics: CIM Platform, configuration layer, user interaction layer, management layer, media layer, contact center objects, and interaction flows. Framework 8 Foundation is the starting point for most other courses in the Genesys University curriculum.

Prerequisites	Skills/knowledge: • Working knowledge of a Microsoft Windows environment • Knowledge of basic telephony concepts
Delivery	Instructor-led, Classroom 1 day Instructor-led, Virtual Classroom 6 hours Self-study, on-demand Scheduling varies.
Related Certifications	This course is the typical starting point for the set of courses recommended to prepare you for: • Genesys Certified Consultant—Inbound Voice 8 (GCP8-CIV) • Genesys Certified Consultant—Outbound Voice 8 (GCP8-COV) • Genesys Certified Consultant—Voice Platform 8 (GCP8-GVP) • Genesys Certified Consultant—Info Mart 8 (GCP8-CGIM) • Genesys Certified Consultant—Workforce Management 8 (GCP8-WFM) • Genesys Certified Consultant—SIP Server 8 (GCP8-SIP) • Genesys Certified Consultant—eServices 8 (GCP8-ESV) • Genesys Certified Consultant—Intelligent Workload Distribution 8 (GCP8-IWD) • Genesys Certified Consultant—Advisors 8 Solution (GCP8-ADV) • Genesys Certified Consultant—Business Edition Premise (GCP8-BEP) • Genesys Certified Support—CIM 8 Troubleshooting (GCS8-CCTS) • Genesys Certified Developer—Inbound Voice (GCD8-DIV) • Genesys Certified Developer—Platform SDK 8 (GCD8-SDK) • Genesys Certified Developer—Composer Using Voice Applications 8 (GCD8-DCV) • Genesys Certified Consultant—Interaction Reporting 8 (GCP8-GIR) • Genesys Certified Developer—Composer 8 Routing (GCD8-DCR) For detailed information on these certifications, visit GU Certification.

Course Summary Descriptions

FRAMEWORK 8 DEPLOYMENT (FWK8-DPL)

Framework 8 Deployment focuses on the concepts and skills needed to successfully plan, install, configure, and troubleshoot the Genesys Framework 8.1. Students perform hands-on activities installing and configuring framework components. This course covers deploying framework layers, logging, licensing, troubleshooting, introduction to high availability, and configuring alarm conditions and reactions.

Prerequisites	Courses: • Framework 8 Foundation (FWK81-FND) Skills/knowledge: • Enterprise-level system installation or integration experience • Familiarity with an enterprise-level database management system
Delivery	Instructor-led, Classroom 4 days Instructor-led, Virtual Classroom 5 days, plus 5 days of self-study Self-study, on-demand Scheduling varies.
Related Certifications	This course follows the Framework Foundation course as part of the recommended training to prepare for any of the following certification exams: • Genesys Certified Consultant—Inbound Voice 8 (GCP8-CIV) • Genesys Certified Consultant—Outbound Voice 8 (GCP8-COV) • Genesys Certified Consultant—Voice Platform 8 (GCP8-GVP) • Genesys Certified Consultant—Info Mart 8 (GCP8-CGIM) • Genesys Certified Consultant—Workforce Management 8 (GCP8-WFM) • Genesys Certified Consultant—SIP Server 8 (GCP8-SIP) • Genesys Certified Consultant—eServices 8 (GCP8-ESV) • Genesys Certified Consultant—Intelligent Workload Distribution 8 (GCP8-IWD) • Genesys Certified Consultant—Advisors 8 Solution (GCP8-ADV) • Genesys Certified Consultant—Business Edition Premise (GCP8-BEP) • Genesys Certified Support—CIM8 Troubleshooting (GCS8-CCTS) • Genesys Certified Developer—Platform SDK 8 (GCD8-SDK) • Genesys Certified Developer—Composer Using Voice Applications 8 (GCD8-DCV) For detailed information on these certifications, visit GU Certification.

FRAMEWORK, ROUTING, AND REPORTING 8.5 FOUNDATION (FRR85-FND)

Genesys Framework, Routing, and Reporting Foundation introduces students to the key concepts and components of the core of a Genesys implementation. Students will be introduced to Genesys user interfaces such as Genesys Administrator, Genesys Administrator Extension, Workspace Desktop Edition, and CC Pulse+. This course is the starting point for most other courses in the Genesys University curriculum.

Prerequisites	Skills/knowledge: • Working knowledge of a Microsoft Windows environment • Knowledge of basic telephony concepts
Delivery	Instructor-led, Classroom 2 days Instructor-led, Virtual Classroom 12 hours Self-study, on-demand Scheduling varies.
Related Certifications	Certification for this version may be available in 2016. Please check with your regional Genesys University training representative.

Course Summary Descriptions

FRAMEWORK, ROUTING, AND REPORTING 8.5 OPERATIONS (FRR85-OPT)

Genesys Framework, Routing, and Reporting Operations gives students an introduction to the technical architecture and components for Genesys Framework, Genesys Routing, and Genesys Solution Reporting. Students will learn more about the skills needed to support daily operation of their Genesys implementation such as setting up roles/permissions, log messages, loading routing applications, and more.

Prerequisites	Courses: • Framework, Routing, and Reporting 8.5 Foundation (FRR85-FND) Skills/knowledge: • Enterprise-level system installation or integration experience • Familiarity with an enterprise-level database management system
Delivery	Instructor-led, Classroom 3 days Instructor-led, Virtual Classroom 18 hours
Related Certifications	Certification for this version may be available in 2016. Please check with your regional Genesys University training representative.

FRAMEWORK, ROUTING, AND REPORTING 8.5 ADMINISTRATION (FRR85-ADM)

Genesys Framework, Routing, and Reporting Administration gives students the concepts and skills needed to configure, install, support, test, and troubleshoot Genesys Framework, Genesys Routing, and Genesys Solution Reporting successfully. Students learn about application objects, application options, templates, supporting service availability, and more.

Prerequisites	Courses: • Framework, Routing, and Reporting 8.5 Foundation (FRR85-FND) Skills/knowledge: • Enterprise-level system installation or integration experience • Familiarity with an enterprise-level database management system
Delivery	Instructor-led, Classroom 5 days Instructor-led, Virtual Classroom 5 days, plus 5 days of self-study
Related Certifications	Certification for this version may be available in 2016. Please check with your regional Genesys University training representative.

Course Summary Descriptions

Genesys Customer Interaction Management and Inbound Voice

CUSTOMER INTERACTION MANAGEMENT PLATFORM WORKSHOP (CIM8-TS)

Customer Interaction Management (CIM) Platform 8 Troubleshooting Workshop teaches techniques for maintaining and troubleshooting T-Server, Stat Server, Universal Routing Server, and Orchestration Server—all major components of Genesys CIM. Students analyze application logs and complete hands-on troubleshooting exercises.

Prerequisites	Courses: • Framework 8 Foundation (FWK81-FND) • Framework 8 Deployment (FWK81-DPL) • Genesys Routing and Solution Deployment (GRR81-DPL)
Delivery	Instructor-led, Classroom 4 days Instructor-led, Virtual Classroom 24 hours
Related Certifications	This is one of a set of courses recommended to prepare you for Genesys Certified Support—CIM8 Troubleshooting (GCS8-CCTS). For detailed information on this certification, visit GU Certification.

CUSTOMER INTERACTION MANAGEMENT PLATFORM TROUBLESHOOTING (CIM8-OPT)

Customer Interaction Management (CIM) Platform 8 Troubleshooting gives students the skills needed to ensure proper daily operation of the platform after a successful deployment. This course covers the Genesys Administrator, Genesys Composer, Interaction Routing Designer, Interaction Workspace, and Genesys Solution Reporting interfaces, including CC Analyzer and CC Pulse+. Students are presented with real-life examples, case studies, and hands-on activities to learn the concepts in a meaningful way.

Prerequisites	Skills/knowledge: • Working knowledge of a Microsoft Windows environment • Knowledge of basic telephony concepts
Delivery	Instructor-led, Classroom — Please contact your local GU office. Instructor-led, Virtual Classroom — Please contact your local GU office. Self-study, On-demand — Scheduling varies.

GENESYS ROUTING AND SOLUTION REPORTING 8 DEPLOYMENT (GRR81-DPL)

Genesys Routing and Solution Reporting 8.1 Deployment provides students with the skills needed to install and configure Genesys Routing and Solution Reporting 8 components. Using hands-on labs, practice sessions, and demonstrations, students learn about Genesys Routing and Solution Reporting from the perspective of a system administrator. This course covers the architecture and interaction flow of Genesys Routing components, installation and configuration of Universal Routing components (including Universal Routing Server, Orchestration Server, Stat Server, Composer, and Interaction Routing Designer), provisioning a routing application to verify deployment, Genesys Routing Solution service availability and load-balancing, and installing and configuring Solution Reporting (including CC Pulse+ and CC Analyzer).

Prerequisites	Courses: • Framework 8 Foundation (FWK81-FND) • Framework 8 Deployment (FWK81-DPL)
Delivery	Instructor-led, Classroom 5 days Instructor-led, Virtual Classroom 30 hours Self-study, On-demand Scheduling varies.
Related Certifications	This is one of a set of courses recommended to prepare you for Genesys Certified Consultant—Inbound Voice 8 (GCP8-CIV) and Genesys Certified Support—CIM8 Troubleshooting (GCS8-CCTS). For detailed information on this certification, visit GU Certification.

Course Summary Descriptions

USING WORKSPACE DESKTOP EDITION 8.5 (WDE85-USE-ELIB)

The Using Workspace Desktop Edition 8.5 is a series of eLearning modules designed to train students how to use Workspace Desktop Edition to manage the customer service experience for all interaction types.

Prerequisites	Skills/knowledge: • Working knowledge of a Microsoft Windows environment
Delivery	Self-study, On-demand Scheduling varies.

Reporting and Analytics

USING CC PULSE+ AND GENESYS ADMINISTRATOR FOR REAL-TIME REPORTING (CCP8-USE)

Using CC Pulse+ and Genesys Administrator for Real-Time Reporting introduces students to the tools needed to configure, modify, and monitor contact center operations. Using realistic examples and scenarios, students will perform hands-on activities using Administrator and CC Pulse+. Topics include creating and modifying agent information in Administrator, navigating and using CC Pulse+, and customizing CC Pulse statistics.

Prerequisites	Skills/knowledge: • Working knowledge of a Microsoft Windows environment
Delivery	Instructor-led, Classroom 2 days Instructor-led, Virtual Classroom 12 hours Self-study, On-demand Scheduling varies.

PULSE 8 ELIBRARY (PLS814-ELIB)

Pulse eLibrary (based on version 8.14) is a set of eLearning episodes that provides students with an introduction to Pulse reporting. Using explanations, demonstrations, and click-through simulations, students learn essential skills in Pulse. This course covers using Pulse to view statistics and deploying Pulse and supporting components.

Prerequisites	Skills/knowledge: • Familiarity with Genesys Administrator Extension • Familiarity with Stat Server for template building
Delivery	Self-study, On-demand Scheduling varies.

USING ADVISORS SUITE 8 (ADV81-USE)

Using Advisors Suite 8.1 provides students with a business-operations perspective of the functionality and use-case scenarios for Advisors Suite 8.1. Students will learn about Advisors Suite through lectures and demonstrations (depending on server availability at teaching locations). This course includes a business-user overview; basic and advanced navigation through the Advisor Suite user interface; high-level use scenarios; using Contact Center Advisor, Workforce Advisor, Frontline Advisor, and Frontline Agent Advisor; alert management; using the What If tool; performance monitoring; resource management; active charting; and performance trending.

Prerequisites	None
Delivery	Self-study, On-demand Scheduling varies.
Related Certifications	This is one of a set of courses recommended to prepare you for Genesys Certified Consultant—Advisors 8 Solution (GCP8-ADV). For detailed information on this certification, visit GU Certification.

Course Summary Descriptions

USING GENESYS INTERACTIVE INSIGHTS 8 (GII81-USE)

Using Genesys Interactive Insights 8.1 introduces students to the functionality of Interactive Insights 8.1 from the business end-user's perspective. Students learn through computer-based training, including demonstrations and hands-on activities using Interactive Insights 8.1. This course includes the following topics: performance management and business intelligence, BusinessObjects Enterprise XI 3.1, BusinessObjects Enterprise Java InfoView, discussion dimensions, measures, hierarchies and contact center metrics and reports. This course covers the Genesys Interactive Insights 8.1 out-of-the-box reports, report editing, report structure, and functionality.

Prerequisites Skills/knowledge:
- Knowledge of basic telephony and reporting and analytics concepts
- Working knowledge of a Microsoft Windows environment

Delivery Self-study, On-demand   Scheduling varies.

GENESYS INTERACTIVE INSIGHTS 8 FOR REPORT DEVELOPERS (GII81-DEV)

Genesys Interactive Insights 8.1 Report Development provides an in-depth look at working with the out-of-the-box reports and customizing reports with data stored in Genesys Info Mart and viewed on the BusinessObjects Enterprise XI 3.1 presentation platform. Students will review the Info Mart star schema and view the Interactive Insights Universe and SQL queries as a part of understanding the relationship of the aggregated data structure and report design. Students will review the Info Mart architecture and data flow and the Reporting and Analytics Aggregation tables. They'll also discuss dimensions, measures, and aggregation tables. This course focuses on the report developer needing to develop reporting skills and some basic BusinessObjects Enterprise administrative tasks.

Prerequisites Course:
- Using Interactive Insights 8 (GII81-USE)
- Inbound Voice Routing 8 Foundation (INBV8-FND)

Delivery Instructor-led, Classroom   2 days
Instructor-led, Virtual Classroom   12 hours
Self-study, On-demand   Scheduling varies.

GENESYS INFO MART 8 REPORT DEVELOPMENT (INF81-DEV)

Genesys Info Mart 8.1 Report Development provides the students with an in-depth look at creating customized reports from data stored in Genesys Info Mart. Students will analyze the Info Mart star schema and construct SQL views and queries as a part of exploring the data structure and report design. This course covers architecture, star schema, fact and dimension tables, basic contact center measures, agent measures, user data, advanced metrics, aggregated data, and call analysis.

Prerequisites Skills/knowledge:
- Basic Genesys knowledge, especially of routing, Genesys Voice Platform, and eServices
- Understanding the use of SQL to write queries for reporting

Delivery Instructor-led, Classroom   2 days
Instructor-led, Virtual Classroom   12 hours
Self-study, On-demand   Scheduling varies.

Course Summary Descriptions

GENESYS INFO MART 8 DEPLOYMENT (INF81–DPL)

Genesys Info Mart 8 Report Deployment covers the purpose, architecture, deployment models, configuration, data flows, and basic usage of Genesys Interaction Concentrator and Genesys Info Mart. Lessons are reinforced with learning checks, instructor demonstrations, and hands-on lab exercises.

Prerequisites	Courses: • Framework 8 Foundation (FWK81–FND) • Framework 8 Deployment (FWK81–DPL) • Inbound Voice Routing and Reporting (GRR81–DPL)
Delivery	Instructor–led, Classroom 3 days
Related Certifications	This is one of a set of courses recommended to prepare you for Genesys Certified Consultant—Info Mart 8 (GCP8-CGIM). For detailed information on this certification, visit GU Certification.

Application Development: SDK

GENESYS SDK 8 WORKSHOP FOR DEVELOPERS (SDK8–DEV)

Platform and Interaction SDK 8.1 Workshop for Developers is an introduction to the main capabilities of the Platform and Interaction SDKs that are part of the Genesys Universal SDK. The workshop will be delivered via lectures and hands-on activities using real-life examples so students can learn best practices for using Genesys SDKs. The workshop will cover these Universal SDK components:
- Interaction SDK .NET Toolkit
- Interaction SDK for Java
- Interaction SDK for Services (including Agent, Open Media, Statistics, Configuration)
- Genesys Integration Server (provides Genesys Services integration for Genesys SDKs)
- Platform SDK (Voice, Statistics, Configuration, Open Media)
- Genesys Application Blocks (production-ready code)

Prerequisites	Courses: • Framework 8 Foundation (FWK81–FND) • Framework 8 Deployment (FWK81–DPL) Skills/knowledge: • Basic Genesys routing and reporting knowledge • Familiarity with XML and XPath • Familiarity with the HTTP client-server model • Java or .NET development skills (recommended)
Delivery	Instructor–led, Classroom 5 days Instructor–led, Virtual Classroom 30 hours
Related Certifications	This is one of a set of courses recommended to prepare you for Genesys Certified Developer—Platform SDK 8 (GCD8-SDK). For detailed information on this certification, visit GU Certification.

Course Summary Descriptions

Application Development: IRD and Composer

COMPOSER 8 VOICE APPLICATIONS (COMV8-DEV)

Genesys Composer Voice Applications focuses on developing, testing, and deploying VoiceXML and CCXML applications using Composer. Hands-on practice includes designing and developing applications using Composer, testing and debugging applications, database integration, using and developing sub-call flows, setting and using session variables, writing and using grammars, and integrating a Genesys Voice Platform application into Genesys Framework. The majority of class time is spent developing and testing VoiceXML applications created with Composer.

Note: This course uses Composer to develop VoiceXML applications. It is not a course about native VoiceXML programming and does not cover the development of routing strategies.

Prerequisites	Courses: • Genesys Voice Platform 8.x Foundation (GVP8.x-FND)
Delivery	Instructor-led, Classroom 4 days
Related Certifications	This is one of a set of courses recommended to prepare you for Genesys Certified Developer—Composer for Voice Applications 8 (GCD8-DCV). For detailed information on this certification, visit GU Certification.

COMPOSER 8 ROUTING APPLICATIONS (COMR81-DEV)

Composer 8 Routing Applications focuses on the skills necessary to develop routing applications for inbound voice interactions. Using business scenarios and hands-on activities, students will design, create, and test routing applications with Composer.

Note: This course uses Genesys Composer to develop inbound voice routing applications to be used with Orchestration Server. It is not a course on native SCXML or ECMA programming and does not cover the development of Genesys Voice Platform applications.

Prerequisites	Courses: • Framework 8 Foundation (FWK81-FND)
Delivery	Instructor-led, Classroom 5 days
Related Certifications	This is one of a set of courses recommended to prepare you for Genesys Certified Developer—Composer Routing 8 (GCD8-DCR). For detailed information on this certification, visit GU Certification.

Course Summary Descriptions

BUILDING BASIC ROUTING STRATEGIES USING INTERACTION ROUTING DESIGNER (IRD81-DEV-1)

Building Basic Routing Strategies Using Interaction Routing Designer introduces students to the skills needed to write strategies that route inbound voice interactions. Using business scenarios and hands-on activities, students will learn to design, create, and test routing strategies with Interaction Routing Designer (IRD) 8.1. This course covers architecture, call flows, introduction to IRD, the strategy development cycle, and maintaining and deploying strategies. Students will build, test, and troubleshoot strategies that incorporate hours of operation, call data, customer data (database lookups), agent routing, agent group routing, queue routing, interaction data, IVR data, variables, subroutines, virtual queues, basic skills-based routing, routing rules, and treatments.

Prerequisites	Courses: • Framework 8 Foundation (FWK81-FND)	
Delivery	Instructor-led, Classroom Instructor-led, Virtual Classroom Self-study, On-demand	4 days 24 hours Scheduling varies.
Related Certifications	This is one of a set of courses recommended to prepare you for Genesys Certified Developer—Inbound Voice 8 (GCD8-DIV) and Genesys Certified Consultant—eService 8 (GCP8-ESV). For detailed information on this certification, visit GU Certification.	

BUILDING ADVANCED ROUTING STRATEGIES USING INTERACTION ROUTING DESIGNER (IRD81-DEV-2)

In Building Advanced Routing Strategies Using Interaction Routing Designer, students use real-life examples, case studies, and hands-on activities to learn and apply the advanced concepts of routing inbound voice interactions. This course covers Universal Routing Server (URS) log analysis, URS options, accessing configuration data, advanced use of functions, using macros and external interfaces, using statistics in routing, advanced virtual queue topics, shared-agent-by-service-level routing, advanced skills-based routing, service-level routing, business-priority routing, and using routing data for reporting.

Prerequisites	Courses: • Building Basic Routing Strategies Using Interaction Routing Designer (IRD81-DEV-1)	
Delivery	Instructor-led, Classroom Instructor-led, Virtual Classroom Self-study, On-demand	5 days 30 hours Scheduling varies.
Related Certifications	This is one of a set of courses recommended to prepare you for Genesys Certified Developer—Inbound Voice 8 (GCD8-DIV). For detailed information on this certification, visit GU Certification.	

Course Summary Descriptions

Genesys SIP Server

GENESYS SIP SERVER 8 FOUNDATION (SIP81-FND)

Genesys SIP Server 8.1 Foundation covers IP telephony, SIP, and Genesys SIP Server. The content is reinforced with learning checks, instructor demonstrations, and hands-on lab exercises. This course is the starting point for all other Genesys SIP Server courses and is also recommended to anyone interested in Genesys Voice Platform courses.

Prerequisites	Courses: • Framework 8 Foundation (FWK8-FND) Skills/knowledge: • Basic understanding of IP telephony and SIP
Delivery	Instructor-led, Classroom 1 day Instructor-led, Virtual Classroom 6 hours
Related Certifications	This is one of a set of courses recommended to prepare you for Genesys Certified Consultant—SIP Server 8 (GCP8-SIP). For detailed information on this certification, visit GU Certification.

GENESYS SIP SERVER 8 DEPLOYMENT (SIP81-DPL)

Genesys SIP Server Deployment covers the purpose, architecture, deployment models, configuration, call flows, and basic use of Genesys SIP Server and Genesys Media Server. Lesson content is reinforced with learning checks, instructor demonstrations, and hands-on lab exercises.

Prerequisites	Courses:
	• Framework 8 Deployment (FWK8-DPL), plus one of the following:
	  > Inbound Voice Routing and Solution 8 Reporting Deployment (IRR8-DPL) or
	  > Building Basic Routing Strategies with IRD 8 (IRD8-DEV)
	Skills/knowledge:
	• Familiarity with VoIP and SIP concepts or Genesys SIP Server 8 Foundation (SIP81-FND)

Delivery	Instructor-led, Classroom 4 days Self-study, On-demand Scheduling varies.
Related Certifications	This is one of a set of courses recommended to prepare you for Genesys Certified Consultant—SIP Server 8 (GCP8-SIP). For detailed information on this certification, visit GU Certification.

GENESYS SIP SERVER 8 TROUBLESHOOTING WORKSHOP (SIP81-TS)

Genesys SIP Server 8.1 Troubleshooting Workshop teaches techniques for maintaining and troubleshooting SIP Server, Media Server, and Resource Manager—all major components of Genesys SIP Server. Students use specialized tools and utilities to analyze application logs and complete hands-on troubleshooting exercises. The course covers the technical content and details on SIP Server, Media Server, and Resource Manager functionality necessary for students to understand how these components operate normally.

Prerequisites	Courses: • Framework 8 Foundation (FWK8-FND) • Framework 8 Deployment (FWK8-DPL) • Inbound Voice Routing and Solution 8 Reporting Deployment (IRR8-DPL) • Genesys SIP Server 8 Deployment (SIP81-DPL) • Customer Interaction Management Platform 8 Troubleshooting Workshop (CIM81-TS)
Delivery	Instructor-led, Classroom 1 day Instructor-led, Virtual Classroom 6 hours

Course Summary Descriptions

Genesys Workforce Management

CONFIGURING, FORECASTING, AND SCHEDULING WITH WORKFORCE MANAGER 8.5 (WFM850-OPT)

Configuring, Forecasting, and Scheduling with Workforce Manager 8.5 focuses on the concepts and skills needed to use Genesys Workforce Manager (WFM) to forecast workload and workforce, schedule agents, and monitor adherence to forecasts and schedules. This is a hands-on class where students configure a variety of contact center examples to gain knowledge of Workforce Manager's capabilities. The course covers contact center rules, contracts, shift definitions, forecasting, scheduling, monitoring adherence and performance, and using the web interface as a supervisor or agent.

Prerequisites	Skills/knowledge: • Working knowledge of a Microsoft Windows environment • Basic telephony concepts • Experience with supervising or managing in a contact center
Delivery	Instructor-led, Classroom 5 days
Related Certifications	This is one of a set of courses recommended to prepare you for Genesys Certified Consultant—Workforce Management 8 (GCP8-WFM). For detailed information on this certification, visit GU Certification.

USING WORKFORCE MANAGER WEB FOR AGENTS 85 (WFM85-USE-AG)

Using Workforce Manager Web for Agents is a self-paced, online course. It is designed to train contact center agents how to use the agent features of Genesys Workforce Manager.

Prerequisites	Skills/knowledge: • Working knowledge of Microsoft Windows environment
Delivery	Self-study, On-demand Scheduling varies.

USING WORKFORCE MANAGER WEB FOR SUPERVISORS 85 (WFM85-USE-SP)

Using Workforce Manager Web for Supervisors focuses on the concepts and skills needed to use Genesys Workforce Manager Web for Supervisors to modify agent schedules, approve or decline schedule trades, monitor adherence to forecasts and schedules, monitor contact center performance, and create reports.

Prerequisites	Skills/knowledge: • Working knowledge of Microsoft Windows environment
Delivery	Self-study, On-demand Scheduling varies.

Course Summary Descriptions

Genesys Interaction Recording

GENESYS INTERACTION RECORDING USER INTERFACE (GIR85-USE)

Genesys Interaction Recording User Interface eLibrary provides students with an introduction to the Genesys Interaction Recording SpeechMiner user interface. Students can choose to learn about the SpeechMiner Explore menu, searching calls, managing call lists, and using Media Player.

Prerequisites	Skills/knowledge: • Working knowledge of a Microsoft Windows environment
Delivery	Self-study, on-demand Scheduling varies.
Related Certifications	This is one of a set of courses recommended to prepare you for Genesys Certified Consultant—Interaction Recording 8 (GCP8-GIR), available in November 2015. For detailed information on this certification, visit GU Certification.

GENESYS INTERACTION RECORDING 8.5 FOUNDATION (GIR85-FND)

Genesys Interaction Recording 8.5 Foundation gives students a high-level technical and functional understanding of Genesys Interaction Recording Solutions through lectures and hands-on exercises. This course includes an introduction to the Genesys Interaction Recording architecture, as well as important concepts and terminology and Screen Recording functionality. This course is the starting point for other Genesys Interaction Recording courses in the Genesys University Curriculum.

Prerequisites	Courses: • Framework 8 Foundation (FWK8-FND)
Delivery	Instructor-led, Classroom 1 day Instructor-led, Virtual Classroom 6 hours
Related Certifications	This is one of a set of courses recommended to prepare you for Genesys Certified Consultant—Interaction Recording 8 (GCP8-GIR), available in November 2015. For detailed information on this certification, visit GU Certification.

GENESYS INTERACTION RECORDING 8.5 DEPLOYMENT (GIR85-DPL)

Genesys Interaction Recording (GIR) 8.5 Deployment focuses on the concepts and skills needed to install, configure, and perform basic troubleshooting of Genesys Interaction Recording. This course includes installation and configuration of GIR core components, Genesys Voice Platform and SIP Server, Workspace Desktop Edition, and GIR user and management interfaces. Using business scenarios and hand-on activities, students will learn to trace call recordings, practice call recording playback, and understand troubleshooting of GIR.

Prerequisites	Skills/knowledge: • Working knowledge of a Microsoft Windows environment
Delivery	Instructor-led, Classroom 3 days Instructor-led, Virtual Classroom 18 hours
Related Certifications	This is one of a set of courses recommended to prepare you for Genesys Certified Consultant—Interaction Recording 8 (GCP8-GIR), available in November 2015. For detailed information on this certification, visit GU Certification.

Course Summary Descriptions

eServices

eSERVICES 8 FOUNDATION (ESV81-FND)

In eServices 8.1 Foundation, students learn the common set of knowledge and skills required for the eServices 8.1 Development course and/or the eServices 8.1 Deployment course. This course covers eServices architecture, important concepts, and terminology. The course content is relevant to all eServices channels: email, chat, social media, web callback, and SMS.

Prerequisites	Courses required (one of the following): • Inbound Voice Routing and Solution Reporting 8 Deployment (IRR8-DPL) • Routing and Reporting Installation and Configuration (RRI 7) • Building Basic Routing Strategies Using IRD 8 (IRD81-DEV) **Skills/knowledge:** • Familiarity with Genesys Framework • Understanding of Inbound Voice architecture (including IRD interface and Universal Routing, but not ORS platform)
Delivery	Instructor-led, Classroom — 2 days Instructor-led, Virtual Classroom — 12 hours Self-study, On-demand — Scheduling varies.
Related Certifications	This is one of a set of courses recommended to prepare you for Genesys Certified Consultant—eServices 8 (GCP8-ESV). For detailed information on this certification, visit GU Certification.

eSERVICES 8 DEPLOYMENT (ESV81-DPL)

In eServices 8.1 Deployment, students engage in hands-on activities to install, configure, test, and troubleshoot an eServices deployment in a Windows environment. Students will explore the core components required by all channels, as well as channel-specific components and configuration for email, chat, social media (Facebook and Twitter), SMS, and web callback. Note that not all media types will be used for testing and troubleshooting.

Prerequisites	Courses required:
	• eServices 8 Foundations (ESV81-FND), plus one of the following:
	  □ Inbound Voice Routing and Solution Reporting 8 Deployment (IRR81-DPL)
	  □ Routing and Reporting Installation and Configuration (RRI7)
	Skills/knowledge:
	• Understanding of and experience deploying Genesys Framework
	• Understanding of and experience deploying Universal Routing Server and Interaction Routing Designer (IRD), but not the Orchestration Platform
	• Understanding of the eServices solution and its architecture
	• Ability to use eServices-related functions and features within IRD
	• Ability to identify and explain components in a business process (IRD)
	• Ability to run a business process (IRD) to process interactions
	• Ability to describe and use Genesys Resource Capacity Planning
	• Ability to explain interaction flow models and the eServices protocols

Delivery	Instructor-led, Classroom — 3 days Instructor-led, Virtual Classroom — 18 hours Self-study, On-demand — Scheduling varies.
Related Certifications	This is one of a set of courses recommended to prepare you for Genesys Certified Consultant—eServices 8 (GCP8-ESV). For detailed information on this certification, visit GU Certification.

Course Summary Descriptions

eSERVICES 8 DEVELOPMENT (ESV81–DEV)

In eServices 8.1 Development, students learn the knowledge and skills required for using Interaction Routing Designer (IRD) to design, create, and test business processes and strategies to process email, chat, SMS, and web callback interactions.

Prerequisites	Courses required:
	• eServices 8 Foundations (ESV8-FND)
	• Building Basic Routing Strategies 8 (IRD8-DEV-1)
	Skills/knowledge:
	• Familiarity with Genesys Framework
	• Understanding of Inbound Voice architecture (including IRD interface and Universal Routing, but not ORS platform)
	• Understanding of the eServices solution and its architecture
	• Ability to use eServices-related functions and features within IRD
	• Ability to identify and explain components in a business process (IRD)
	• Ability to run a business process (IRD) to process interactions
	• Ability to describe and use Genesys Resource Capacity Planning
	• Ability to explain interaction flow models and the eServices protocols

Delivery	Instructor-led, Classroom	3 days
	Instructor-led, Virtual Classroom	18 hours
	Self-study, On-demand	Scheduling varies.

COMPOSER 8 ROUTING APPLICATIONS FOR eSERVICES (COMM81–DEV)

Composer 8.1 Routing Applications for eServices provides the knowledge and skills required for using Composer to design, create, and test interaction processes and workflows to handle interactions of different non-voice media types such as email and chat.

Prerequisites	Courses required:
	• eServices 8 Foundations (ESV8-FND)
	• Composer 8 Routing Applications (COMR81-DEV)

Delivery	Instructor-led, Classroom	3 days
	Instructor-led, Virtual Classroom	18 hours

Enterprise Workflow Management

INTELLIGENT WORKLOAD DISTRIBUTION 8.1 USAGE (IWD81–USE)

In intelligent Workload Distribution (iWD) 8.1 Usage, students learn the skills needed to perform business tasks within iWD Manager, with a focus on monitoring with the Global Task List (not applicable to version 8.5).
Note: This course is an add-on module for Rules Authoring Tool 8.1 Usage.

Prerequisites	Courses required:
	• Rules Authoring Tool 8.1 Usage
	Skills/knowledge:
	• Familiarity with Genesys Administrator

Delivery	Instructor-led, Classroom	1/2 day
	Instructor-led, Virtual Classroom	3 hours
	Self-study, On-demand	Scheduling varies.

Course Summary Descriptions

INTELLIGENT WORKLOAD DISTRIBUTION 8.5 DEPLOYMENT (IWD85-DPL)

In intelligent Workload Distribution (iWD) 8.5 Deployment, students engage in hands-on activities during which they install, configure, and test Genesys iWD. The course includes installation of the Genesys Rules System.

Prerequisites	Courses required (one of the following): • Genesys Routing and Reporting Deployment (GRR8x-DPL) • Genesys Framework, Routing, and Reporting Administration (FRR85-ADM) Skills/knowledge: • Familiarity with Genesys Framework and IRD
Delivery	Instructor-led, Classroom 5 days Instructor-led, Virtual Classroom 30 hours
Related Certifications	Certification for this version may be available in 2016. Please check with your regional Genesys University training representative.

Genesys Conversation Manager

GENESYS RULES SYSTEM 8.5 DEPLOYMENT (GRS85-DPL)

Genesys Rules System 8.5 Deployment engages students in hands-on activities during which they install, configure, test and troubleshoot a Genesys Rules System deployment in a Windows environment. Students will explore rule templates in Eclipse, create new rules using the Rules Authoring Tool, and test them.

Note: This course does not teach native Drools Rules Language syntax.

Prerequisites	Courses:
	• Framework Deployment (FWK8x-DPL) or Administration (FRR85-ADM),
	plus one of the following:
	    ☐ Routing and Solution Reporting Deployment (IRR8-DPL or GRR81-DPL)
	    ☐ Composer Voice (COMV8x-DEV)
	    ☐ Composer Route (COMR8x-DEV)
	    ☐ Genesys Framework, Routing, and Reporting Administration (FRR85-ADM)
	Skills/knowledge:
	• Familiarity with Genesys Administrator

Delivery	Instructor-led, Classroom 4 days Instructor-led, Virtual Classroom 12 hour

GENESYS AUTHORING TOOLS 8.1 USAGE (GRS81-USE)

Genesys Rules Authoring Tool 8.1 Usage provides the skills necessary to perform business tasks within the Rules Authoring Tool, with emphasis on writing business rules based on existing templates.

Prerequisites	Skills/knowledge: • Familiarity with Genesys Administrator
Delivery	Instructor-led, Classroom 1 day Instructor-led, Virtual Classroom 6 hour Self-study, On-demand Scheduling varies.

Course Summary Descriptions

GENESYS CONTEXT SERVICES 8 TECHNICAL OPERATIONS (CSRV81-OPT)

Genesys Context Services 8.1 Technical Operations provides students with the skills needed to configure and test Genesys Context Services. Using hands-on labs and demonstrations, students will learn how to activate the Context Services features and which kinds of data can be stored in the Universal Contact Server database. Students will send HTTP requests to the RESTful API and explore the creation of new contacts, services, states, and tasks. Context Services is a group of additional capabilities that the Universal Contact Server provides and is part of the Conversation Manager 8.1 solution (not applicable to version 8.5).

Prerequisites	Courses: • Framework 8 Deployment (FWK8-DPL) • Genesys Routing and Solution Reporting 8.1 Deployment (GRR81-DPL) • Inbound Voice Routing and Solution Reporting 8 Deployment (IRR8-DPL) • Inbound Voice Routing 8 Application Development using Composer (COMR8-DEV) • Composer 8 for Voice Applications (COMV8-DEV) Skills/knowledge: • Familiarity with Genesys Administrator
Delivery	Instructor-led, Classroom 1 day Instructor-led, Virtual Classroom 6 hour Self-study, on-demand Scheduling varies.

Genesys Outbound Voice

OUTBOUND CONTACT 8 FOUNDATION (OCC81-FND)

Outbound Contact 8.1 Foundation gives students a high-level technical and functional understanding of Outbound Contact. Students learn through lecture, hands-on exercises, and demonstrations. This course covers the Genesys Outbound Contact Solution Architecture, outbound campaign essentials (including how to provision and monitor campaigns using Genesys Administrator), examination of Proactive Contact, and Outbound Contact deployment considerations. Outbound 8 Contact Foundation is the starting point for all other Outbound Contact Solution 8 courses in the Genesys University Curriculum.

Prerequisites	Courses: • Framework 8 Foundation (FWK8-FND) Skills/knowledge: • Familiarity with Genesys Framework
Delivery	Instructor-led, Classroom 1 day Instructor-led, Virtual Classroom 6 hours Self-study, On-demand Scheduling varies.
Related Certifications	This is one of a set of courses recommended to prepare you for Genesys Certified Consultant—Outbound Voice 8 (GCP8-COV). For detailed information on this certification, visit GU Certification.

Course Summary Descriptions

OPERATING OUTBOUND CONTACT 8 (OCC81-USE)

Operating Outbound Contact 8.1 introduces students to the Genesys Outbound Contact Solution tools needed to create, run, and monitor Outbound Campaigns in the contact center. Using realistic examples and scenarios, students will learn to manage campaigns and calling lists in Genesys Administrator. Students will configure outbound campaign objects, manage calling lists (including do not call lists), manage campaigns, and monitor campaign results.

Prerequisites	Courses: • Outbound Contact Foundation (OCC81-FND) Skills/knowledge: • Familiarity with Genesys Framework and Genesys Outbound Contact
Delivery	Instructor-led, Classroom　　　　　2 days Instructor-led, Virtual Classroom　　12 hours Self-study, On-demand　　　　　　　Scheduling varies.
Related Certifications	This is one of a set of courses recommended to prepare you for Genesys Certified Consultant—Outbound Voice 8 (GCP8-COV). For detailed information on this certification, visit GU Certification.

OUTBOUND CONTACT 8 DEPLOYMENT (OCC81-DPL)

Outbound Contact 8.1 Deployment focuses on the concepts and skills needed to install, configure, and perform basic troubleshooting of the Genesys Outbound Contact solution. Using hands-on labs and demonstrations, students will learn how to install and configure Outbound Contact Server, trace outbound interactions, detect call progress, Outbound and the Genesys Media Server, advanced treatments, and basic troubleshooting.

Prerequisites	Courses: • Framework 8 Deployment (FWK8-DPL) • Operating Outbound Contact 8 (OCC8-USE) Skills/knowledge: • Familiarity with Genesys Framework and Genesys Outbound Contact
Delivery	Instructor-led, Classroom　　　　　2 days Instructor-led, Virtual Classroom　　12 hours Self-study, On-demand　　　　　　　Scheduling varies.
Related Certifications	This is one of a set of courses recommended to prepare you for Genesys Certified Consultant—Outbound Voice 8 (GCP8-COV). For detailed information on this certification, visit GU Certification.

Course Summary Descriptions

Self–Service

GENESYS VOICE PLATFORM 8.5 FOUNDATION (GVP85–FND)

Genesys Voice Platform (GVP) 8.5 Foundation gives students a high-level technical and functional understanding of the architecture of the Genesys Voice Platform in version 8.5. This course includes an overview of GVP and its architecture, GVP components and functional descriptions, and integration with SIP Server and other Genesys components. This course is the starting point for all other Genesys Voice Platform 8 courses in the Genesys University curriculum.

Prerequisites	Skills/knowledge: • Familiarity with Genesys Framework
Delivery	Instructor-led, Classroom 1 day Instructor-led, Virtual Classroom 6 hours
Related Certifications	This is one of a set of courses recommended to prepare you for Genesys Certified Consultant—Voice Platform 8 (GCP8-GVP). For detailed information on this certification, visit GU Certification.

GENESYS VOICE PLATFORM 8.5 DEPLOYMENT (GVP85–DPL)

Genesys Voice Platform 8.5 Deployment provides students with skills needed to plan, install, and configure the Genesys Voice Platform (GVP) in version 8.5. Using hands-on labs and demonstrations, students will learn to install and configure GVP components and how to integrate GVP with Genesys Framework, SIP Server, and Routing. This course covers deployment planning, installation best practices, overview of supported third-party software, GVP components installation and configuration, CTI functionality overview, basic logging, and troubleshooting.

Note: The course is recommended for customers using GVP version 8.1.7 or 8.5.x.

Prerequisites	Courses: • Genesys Voice Platform 8.5 Foundation (GVP8 Delivery 5-FND) • Framework 8 Deployment (FWK8-DPL)
Delivery	Instructor-led, Classroom 3 days Instructor-led, Virtual Classroom 18 hours
Related Certifications	This is one of a set of courses recommended to prepare you for Genesys Certified Consultant—Voice Platform 8 (GCP8-GVP). For detailed information on this certification, visit GU Certification.

GVP 8 TROUBLESHOOTING WORKSHOP (GVP8-TS)

Genesys Voice Platform Troubleshooting Workshop focuses on concepts and skills needed to troubleshoot the Genesys Voice Platform (GVP) in version 8.1. Students will analyze GVP logs and solve common GVP issues, learn how to troubleshoot third-party call recording, and learn about call progress analysis and hierarchical, multi–tenant and multi–site GVP deployments. Working knowledge of the GVP server components, such as Resource Manager, Reporting Server, and Media Control Platform in a production environment is strongly recommended to get the most from this workshop.

Prerequisites	Courses: • Genesys Voice Platform 8 Foundation (GVP8-FND) • Genesys Voice Platform 8 Deployment (GVP8-DPL)
Delivery	Instructor-led, Classroom 3 days Instructor-led, Virtual Classroom 18 hours

Course Summary Descriptions

Business Edition

BUSINESS EDITION PREMISE ROUTING USAGE ELIBRARY (BEP81-USE)

Business Edition Premise Routing Usage provides an overview of Business Edition Premise and its out-of-the-box routing. Through lesson content, learning checks, and activities, students will learn how to create and update audio resources and parameter groups that are specific to Business Edition Premise routing.

Delivery	Self-study, On-demand	Scheduling varies.

BUSINESS EDITION PREMISE 8 DEPLOYMENT ELIBRARY (BEP81-DPL)

Business Edition Premise Deployment 8.1 eLibrary provides information on how to install and configure Business Edition Premise. The eLibrary provides an overview of Business Edition Premise and teaches students about deployment, configuring the contact center, planning routing with business parameters, parameter groups and routing, reporting, and Business Edition Premise attached data.

Delivery	Self-study, On-demand	Scheduling varies.

Related Certifications	This course is a pre-requisite for Genesys Certified Associate—Business Edition Premise 8 (GCA8-BEP). For detailed information on this certification, visit GU Certification.

USING GENESYS CLOUD (CLD85-USE-CE)

Using Genesys Cloud is an instructor-led course designed to train students how to use and administer Genesys Cloud. This course is for Business Edition Cloud and Enterprise Edition Cloud customers.

Delivery	Instructor-led, Classroom	2 days
	Instructor-led, Virtual Classroom	12 hours

Genesys Proactive Communication

GENESYS PROACTIVE ENGAGEMENT 8 FOUNDATION (GPE81-FND)

Genesys Proactive Engagement 8.1 Foundation delivers the knowledge that users of the Genesys Proactive Engagement solution need. Students learn about the architecture, components, flow, and key concepts of Genesys Proactive Engagement.

Prerequisites	Courses: • Genesys Framework 8.x Foundation Skills/knowledge: • Genesys Rules System (recommended) • Genesys eServices (recommended) • Genesys Orchestration Platform (recommended)

Delivery	Instructor-led, Classroom	1 day
	Instructor-led, Virtual Classroom	6 hours

Related Certifications	Certification for this version may be available in 2016. Please check with your regional Genesys University training representative.

Course Summary Descriptions

GENESYS PROACTIVE ENGAGEMENT 8 DEPLOYMENT (GPE81-DPL)

Genesys Proactive Engagement 8.1 Deployment provides the skills that technical users of the Genesys Proactive Engagement solution need. Students will deploy and configure the components, develop a Proactive Engagement application, and test their installation.

Prerequisites	Courses: • Genesys Proactive Engagement 8 Foundation • Genesys eServices 8 Deployment • Genesys Rules System 8 Deployment (recommended) • Context Services 8 Technical Operations (recommended)
Delivery	Instructor-led, Classroom 2 days Instructor-led, Virtual Classroom 12 hours
Related Certifications	Certification for this version may be available in 2016. Please check with your regional Genesys University training representative.

Genesys Mobile Engagement

GENESYS MOBILE ENGAGEMENT (GMS85-ADM)

Genesys Mobile Engagement Administration 8.5 teaches students about Genesys Mobile Engagement and how to deploy and configure it. This course also includes Genesys Callback, which is part of Genesys Mobile Engagement.

Prerequisites	Courses: • Framework Deployment • Routing and Reporting Deployment • eServices Deployment • SIP Deployment **Skills/knowledge:** • Framework installation experience • Orchestration Platform installation experience • eServices chat installation experience • SIP Server installation experience • Media Server installation experience • Resource Manager installation experience
Delivery	Instructor-led, Classroom 2 days Instructor-led, Virtual Classroom 12 hours
Related Certifications	Certification for this version may be available in 2016. Please check with your regional Genesys University training representative.

Genesys University Contacts

We want you to maximize your Genesys investment. Whether you need more information or advice about the type of training that's right for you—or if you're looking for a public class or an on-site session—our dedicated instructional designers and experts are here to help.

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ⓢGenesys®

State of Michigan Department of Human Services Uses Genesys to Serve Citizens

The State of Michigan Department of Human Services (DHS) administers federal funds for public services — such as food, medical, financial, and heating assistance, as well as child protection and family welfare services — through a network of approximately 100 state-wide offices. With the local economy in a downturn, the Department is facing an unprecedented demand on its services, which is threatening to overload its caseworkers. This challenge required a major rethink of its contact center operations. The Department now uses an innovative IVR solution from Genesys to boost online capabilities, which has freed case workers to tackle more urgent cases.

AT A GLANCE

State of Michigan, Department of Human Services
www.michigan.gov/dhs

Industry: **Government**

Employees: **10,000**

Number of Agents
(case workers): **4,000**

Number of Citizen
Interactions: **Approximately
500,000/month**

CHALLENGES

- Process a rising number of phone inquiries and applications for food assistance more efficiently

- Reduce the number of routine inquiries handled by caseworkers and lower the number of clients visiting DHS offices

- Cope with an anticipated deluge of new applications for food assistance and deliver assistance payments on time as mandated by the state governor

An Increase in Applications and Inquiries

Based in Lansing, the State of Michigan Department of Human Services (DHS) administers federal funds for public services through a network of approximately 100 state-wide offices.

With the recent economic downturn hitting the state's flagship automotive industry, an unprecedented number of families turned to the DHS to request assistance to pay their food bills. As a result, the agency was faced with the challenge of how to process the increasing number of applicants seeking support, as well as how to accommodate the large numbers of subsequent phone calls and inquiries about application status.

Due to fixed staffing levels and limited funds, caseworkers (skilled staff who are trained in assessing applications) were struggling to keep up. Inquiries reached such a level that the department needed to find a more effective way to handle them quickly, and to process the food assistance forms faster, as mandated by the state's governor. Ultimately, they turned to Genesys, and its team of services professionals to help them solve these challenges.

Soaring Workloads

Automobile sales had slumped throughout the country due to the recession, rising gasoline costs, and the credit crunch. What's more, the 'Big Three' manufacturers — Ford, Chrysler, and General Motors — saw their US market share decline from 70 to 53 percent between 1998 and 2008. Facing financial losses, they 'mothballed' numerous factories in Michigan, and drastically reduced employment levels. The result was that the state unemployment rate rose to 13 percent, well above the national average, and DHS offices were becoming inundated with phone calls and people standing in line to see caseworkers about food assistance applications.

The DHS employs about 4,000 caseworkers to process assistance applications, and each caseworker typically manages a portfolio of 700 clients. "Over a 24-month period the number of people seeking food assistance rose by 25 percent, but performance reports suggested some DHS offices were not delivering benefits in a timely manner because caseworkers were overloaded by a predominantly manual process," explains Tess Layman, Director of Leveraged Services for the Department of Human Services, State of Michigan.

"With the government dictating how long we should take to determine client eligibility and provide payments, we needed to improve our service. We also had to avoid potential problems associated with long queues and irate citizens. To exacerbate matters, we anticipated a further increase in applications because federal unemployment benefit payments would cease in a few months."

A Dual Self-Service Strategy

When a citizen applied for assistance they completed a paper form which was checked by their caseworker who then keyed the data into an application called 'Bridges,' starting the verification and eligibility process. The procedure occupied a caseworker for between 45 and 60 minutes, and would be frequently interrupted by telephone calls from other citizens.

To increase its efficiency, the Department chose to adopt a dual self-service strategy. First, it sought to enhance its Web presence with an online application form to replace the paper form. Then they wanted to introduce Interactive Voice Response (IVR) technology to process incoming phone queries. The Web-based component would integrate three legacy eligibility systems into a single platform, reducing the number of office visits and saving data entry time, while the IVR capability would deal with straightforward caller inquiries. Both components would free up caseworkers' time for more complex telephone consultations or face-to-face interviews, thus improving service delivery.

"Genesys used its expertise to design the IVR solution, create a technical specification to satisfy our hardware requirements, and deliver services to configure and test our six IVR servers."
TESS LAYMAN, DIRECTOR OF LEVERAGED SERVICES FOR THE DEPARTMENT OF HUMAN SERVICES, STATE OF MICHIGAN

"With a couple of other departments already employing Genesys technology successfully, and experience of Genesys IVR solutions within the Department of State's contact center, we decided to expand our partnership," continues Layman. "We asked Genesys Professional Services to develop, test, and deploy an appropriate IVR solution over a five month period in readiness for the anticipated avalanche of inquiries."

Tight Deadlines

Genesys Professional Services set to work immediately to meet the deadline, placing the Genesys Voice Platform (GVP) — a software-only, open standards-based IVR — at the heart of the solution. The GVP solution provides the agency's clients with touchtone access to a range of services and can leverage speech recognition technology to more dynamically engage with the clients. GVP was deployed as a self-service voice system tightly integrated with the Genesys Customer Interaction Management (CIM) platform to provide routing and access to the most appropriate skilled resource, as needed.

GVP is a key element of the Genesys intelligent Customer Front Door™ (iCFD™), a system which uses intelligence to create a more efficient and pleasing customer experience. For example, client calls are handled efficiently because they're directed through the proper self-service steps depending upon each person's profile and history, without requiring the caller to repeat all of their information from the beginning. This not only saves time for caseworkers, it also greatly reduces time for citizens to be served and, therefore, results in a better overall experience.

To meet the agency's 'go-live' date, Genesys adopted a flexible and proactive approach to scheduling various activities such as laboratory and production builds. As a result, Genesys Professional Services successfully deployed the 550-port GVP solution following extensive platform and load testing over a four week period. "Genesys responded well to the tight timeframe," says Layman. "It used its expertise to implement the GVP solution, create a technical specification to satisfy our hardware requirements, and deliver services to configure and test our six IVR servers."

Saving Time and Resources

The iCFD™ solution supported by GVP provides state citizens with a single toll-free number to call the DHS about food assistance, and callers rarely get busy signals or are left on hold. Routine phone inquiries are now automatically handled by the self-service options, while more complex requests are routed to one of the agency's caseworkers. In addition, the agency's enhanced Web presence enables claimants to submit applications online, as well as check the status of their applications, which saves the DHS time and resources. In fact, following the Genesys implementation and addition of the online capability, the DHS has seen workloads ease substantially and customer service levels increase.

"Over the last 13 months, the Genesys solutions have handled nearly a half million phone calls to our offices without involving a caseworker. At an estimated five minutes per call, that relates to several thousand hours per month released for caseworkers to conduct more complex work," states Layman. "With our new online capability, we have received 188,300 application forms without those people having to enter an office to see a caseworker, a massive time saving at one hour per interview."

SOLUTION

- Genesys Voice Platform (GVP) creates access to a range of services and leverages speech recognition technology to more dynamically engage with citizens

- Genesys Customer Interaction Management (CIM) Platform provides routing and access to the most appropriate skilled resource

- Genesys intelligent Customer Front Door™ (iCFD™) directs calls through self-service steps depending upon callers' profile and history

BENEFITS

- Over 13 months, Genesys solutions have handled 496,145 phone calls, freeing up several thousand man hours per month. Agents now have more time to work on complex cases

- The online capability automatically feeds application forms to the IVR database so clients can determine their application's status without involving a caseworker. One hour per form for 188,300 forms represents a massive time savings

- The scalability of the GVP solution will support other assistance programs and forms the foundation for a consolidated IVR platform

> "With this level of scalability, our ultimate goal is to consolidate all our IVRs onto one platform. Genesys has proved to be a good partner for establishing a viable solution."
>
> TESS LAYMAN,
> DIRECTOR OF LEVERAGED SERVICES, DEPARTMENT OF HUMAN SERVICES, STATE OF MICHIGAN

When a person makes an online application for food assistance, the data automatically enters the Bridges application via staging tables before Bridges updates a separate self-service database overnight. The IVR also accesses this database, so when clients make self-service calls, the IVR instantaneously provides callers with the status of their claims. To reduce caseworker workloads further, the agency also runs a processing center, which deals with routine inquiries that fall outside areas covered by self-service. "Although caseworkers still have a heavy workload, with the Genesys solutions in place, they now spend considerably less time on each case, and can focus more on getting assistance payments out on time," says Layman.

Next Steps

The Genesys solutions are sized for the future, and the DHS plans to extend them to other programs such as cash, daycare, and energy assistance.

"With this level of scalability, our ultimate goal is to consolidate all our IVRs onto one platform. Genesys has proved to be a good partner for establishing a viable solution; it was responsive to the timeframe, is very supportive, and delivers excellent professional services," concludes Layman.

Genesys

Genesys is a leading provider of multi-channel customer experience and contact center solutions. With over 3,500 customers in 80 countries, Genesys orchestrates more than 100 million customer interactions every day across the contact center and back office. Genesys helps customers power optimal customer experiences that deliver consistent, seamless and personalized experiences across all touchpoints, channels and interactions.

For more information visit: www.genesys.com, or call +1 888 GENESYS.

Genesys®

Support Guide

Business Edition

Enterprise Edition

Premier Edition

(including Self-Service)

Proactive Customer Communications (including Mobile Marketing)

Social Analytics

Version 1 – March 2015

Table of Contents

Genesys Cloud agent reports include the following:

- **Agent Conduct Report**: Provides an overview of agent behavior to help identify problematic areas with an agent group, such as calls being too short, too much time being allocated to after call work, or calls not being accepted.
- **Agent Group Business Result Report**: Provides an overview of metrics-based agent productivity based on business sector or business activity. It can be organized by day or by a range of days.
- **Agent Group Customer Segment Report**: Provides an overview of metrics-based agent productivity based on customer segment or customer criteria. It can be organized by day or by a range of days.
- **Agent Group Interaction Handling Report**: Provides insight into which agent groups are transferring too many interactions as well as what groups are receiving those interactions. It also includes the top and bottom ten percent agent group performers.
- **Agent Group Queue Business Attribute Report**: Provides insight into how interactions were categorized either by the system, the agents who accepted and handled them, by queue type device, by the interaction media type, or by interaction type in a monthly or higher time span.
- **Agent Group Service Type Report**: Provides an overview of metrics-based agent productivity based on service type. It can be organized by day or by a range of days.
- **Agent Interaction Hierarchy Report**: Depicts the hierarchy of interactions that were offered to agents identifying the nature of the accepted interactions and responses as threaded, logical, or base interactions.
- **Agent Interval Based Report**: Generates a snapshot of agent interaction processing activities during a specified range of hours within a particular day.
- **Agent Not Ready Reason Code Report**: Provides counts, durations, and percentages for each Not Ready reason code during a specified range of hours within a particular day. Also includes the top five reason codes used cumulatively, the top five longest durations that are associated with reason codes, and the top and bottom five agents who had the greatest and least percentage of their active time attributed to Not Ready state.
- **Agent Not Ready Report**: Provides the counts, durations, and percentages of calls that are made and received by an agent in Not Ready state during a specified range of hours within a particular day. Also includes top and bottom ten percent of agents in Not Ready state.
- **Agent Outbound Campaign Report**: Provides total and average durations of call handling activities for agents who participate in outbound campaigns.
- **Agent Queue Report**: Provides an overview of metrics-based agent productivity based on queue origin, organized by day or by a range of days. Also includes top and bottom 10% of agents or agent groups performance based on queue origin.
- **Agent Summary Activity Report**: Provides a high-level summary of all areas of metrics-based agent productivity.

- **Agent Utilization Report**: Summarizes agent performance with respect to the customer and consults interactions that are processed within the contact center for a range of specified days. It also charts the percentage of interaction acceptance by agent and provides two tables that highlight the top and bottom ten percent of agents.

Genesys Cloud business results reports include the following:
- **Business Metrics Executive Report**: Provides an executive level report for those who work outside of the call center but need to know its performance. This report highlights exceptions to service level by business result, customer segment, and service type.
- **Customer Perspective Report**: Summarizes contact center milestones from the customer's perspective, providing the average response times, revenue and customer satisfaction scores, and various service level percentages of interactions with the contact center. Metrics are categorized by customer segment, service type, and media type. It also answers questions such as how much time elapsed before customers reached agents or received responses, how satisfied they were with their transactions, and how much money did they spend.
- **Interaction Volume Business Result Report**: Summarizes how interactions that enter the contact center are categorized into the business result attributes. It shows the percentages of service levels and highlights the exceptions by business result for those interactions that have defined a baseline service objective that is greater than zero.
- **Interaction Volume Customer Segment Report**: Summarizes how interactions that enter the contact center are categorized into the customer segment attributes and shows the percentages of service level. It also highlights the exceptions by business result for those interactions that have defined a baseline service objective that is greater than zero.
- **Interaction Volume Service Subtype Report**: Summarizes how interactions that enter the contact center are categorized into the service subtype business attributes and shows the percentages of service levels. It also highlights the exceptions by business result for those interactions that have defined a baseline service objective that is greater than zero.
- **Interaction Volume Service Type Report**: Summarizes how interactions that enter the contact center are categorized into the service type business attributes and shows the percentages of service levels. It also highlights the exceptions by business result for those interactions that have defined a baseline service objective that is greater than zero.
- **Interaction Volume Service Type Trend Report**: Provides three measures to describe the elements of service level that was delivered by service type, as well as a forecast of what service level can be expected given the start and end dates for actual data and the forecast thru date.
- **Interaction Volume Summary Report**: Provides a month-by-month comparison of the number of accepted and finished interactions, and average duration of completed interactions that entered the contact center throughout a span of time within one calendar year with the corresponding numbers from the previous year.

Prior year figures are provided in terms of changes in percentage from the selected time span.

Genesys Cloud drill-down detailed reports include the following:

- **Agent Details Activity Report**: Provides a chronological breakdown of the activities of one agent over a specified period of time. This includes the timestamp and duration of the agent's active session, the collective status of the agent's devices or directory number, when each status began and its duration, and the interaction state when it was offered to or being processed by the agent.
- **Agent Login-Logout Details Report**: Shows the times when agents logged in and out, and the duration of each login session during a specified range of hours that within a day. If an agent logs in to multiple directory numbers, the duration of the agent's overall login session begins with the first login event and ends with the last logout event.
- **Agent State Details Report**: Displays the timestamps and durations of the various agent state changes during a specified range of hours within a given day, showing how an agent spent his or her time in various non-call related states and to make assessments about how well this time was spent. If a hardware or software related reason was logged for any state, this information also appears in the report.
- **Interaction Flow Report**: Traces an interaction as it passes through various contact center resources, showing each target that the interaction reached, how the interaction was processed at that target, and how long the processing took there, as well as general details about the interaction. It also shows an abbreviated version of each interaction's life and provides the technical result at each source and target, as well as the duration there.
- **Interaction Handling Attempt Report**: Summarizes segment related details with regard to an agent's handling of contact center interactions that are stored in Info Mart, providing both the time that was required to distribute the interaction to the agent and data about the agent's contiguous participation in the interaction. It also shows a shorted version of this information.
- **Transfer Detail Report**: Provides the detailed information about the initiating and receiving parties of those contact center interactions that involve a transfer. This includes the technical result, the mediation devices through which the interaction passed, the business attribute, and the entire duration of the interaction. Additional information about a particular interaction can be obtained by clicking its ID within the generated report.

Genesys Cloud outbound reports include the following:

- **Campaign Callbacks Summary Report**: Summarizes the total number of callbacks processed by the contact center, breaking them down into the total number scheduled, missed, and completed for each day of the reporting period and distinguishing personal callbacks from non-personal ones.
- **Campaign Summary Report**: Provides several key measures generated by Outbound campaigns that summarize the disposition of contact attempts to reach

customers over the reporting interval, focusing on the key metrics of Accepted and Not Accepted.

- **Contact List Effectiveness Report**: Provides the number of contact attempts that were generated by an Outbound campaign, the ratio of attempts that resulted in the detection of a special information tone, and a breakdown of the call results of those SIT detected attempts for the selected calling list.

Genesys Cloud queue reports include the following:

- **Abandon Delay Report**: Gauges service quality by indicating how many interactions were abandoned or disconnected, as well as the percentage of interactions that were abandoned while the interactions were queued at a specific queue. It provides this information by service time interval in chart format.

- **Interaction Traffic Group Report**: Summarizes contact center activity as interactions are offered to, abandoned within, and distributed from queues that belong to one or more queue groups. It shows the overall percentages of service level by tenant in a chart format and highlights the exceptions to service level by mediation directory numbers in a tabular format for a given day.

- **Interaction Traffic Report**: Summarizes contact center activity as interactions are offered to, abandoned within, and distributed from queues, including the overall percentages of service level by tenant in chart format and highlights the exceptions to service level by queue in tabular format for a given day.

- **Queue Outline Report**: Gives an overview of queue performance, showing the how the number of interactions that entered a particular queue or queue group break down into the various measures that provide interaction counts and the consult interaction interactions that enter the queue or queue group. This information can also be viewed in a combined report.

- **Queue Summary Report**: Provides measures that relate to the interactions that enter a queue and that are either abandoned or distributed and handled by any routing target, such as an agent. It also displays the number of interactions that were accepted or abandoned with all of the interactions that were offered to each queue over the reporting interval and within the selection criteria.

- **Speed of Accept in Hours Report**: Provides summarized performance information about the delays that were associated with long enduring interactions that were accepted or pulled from the specified queues, providing both percentages and the number of interactions that were accepted or pulled by a service time interval in chart format.

- **Speed of Accept in Seconds Report**: Provides summarized performance information about the delays that were associated with interactions that were accepted from a specific queue, providing both percentages and the number of interactions that were accepted by a service time interval in chart format.

Appendix L - Attachments

Commonwealth of Pennsylvania
RFP # 6100035614

1.5 – Workspace Web - Login

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Genesys
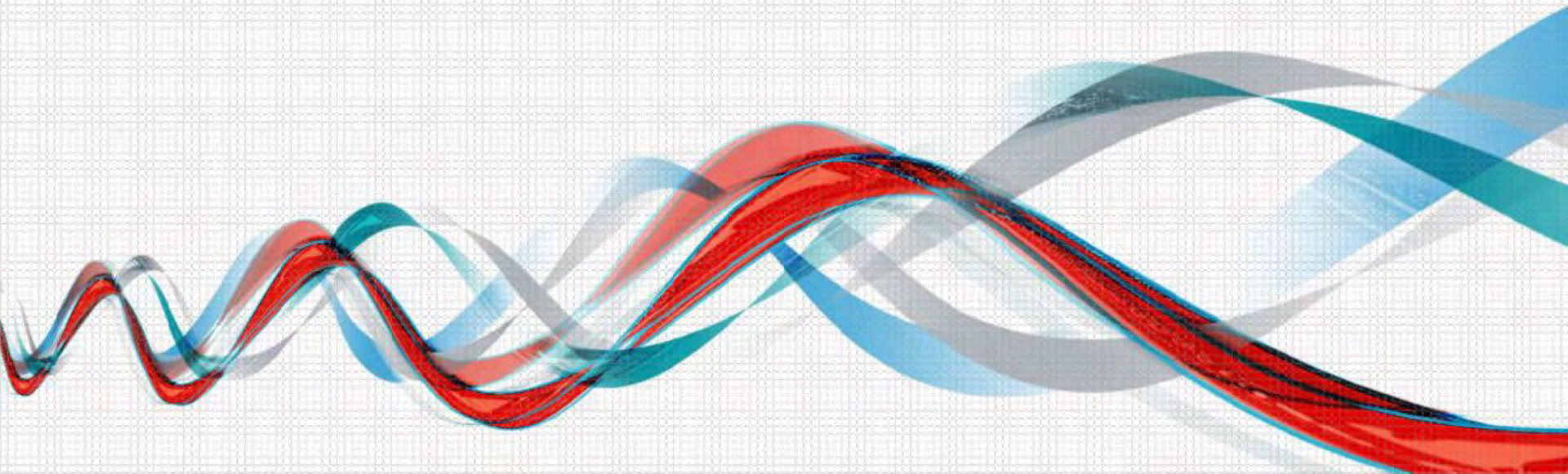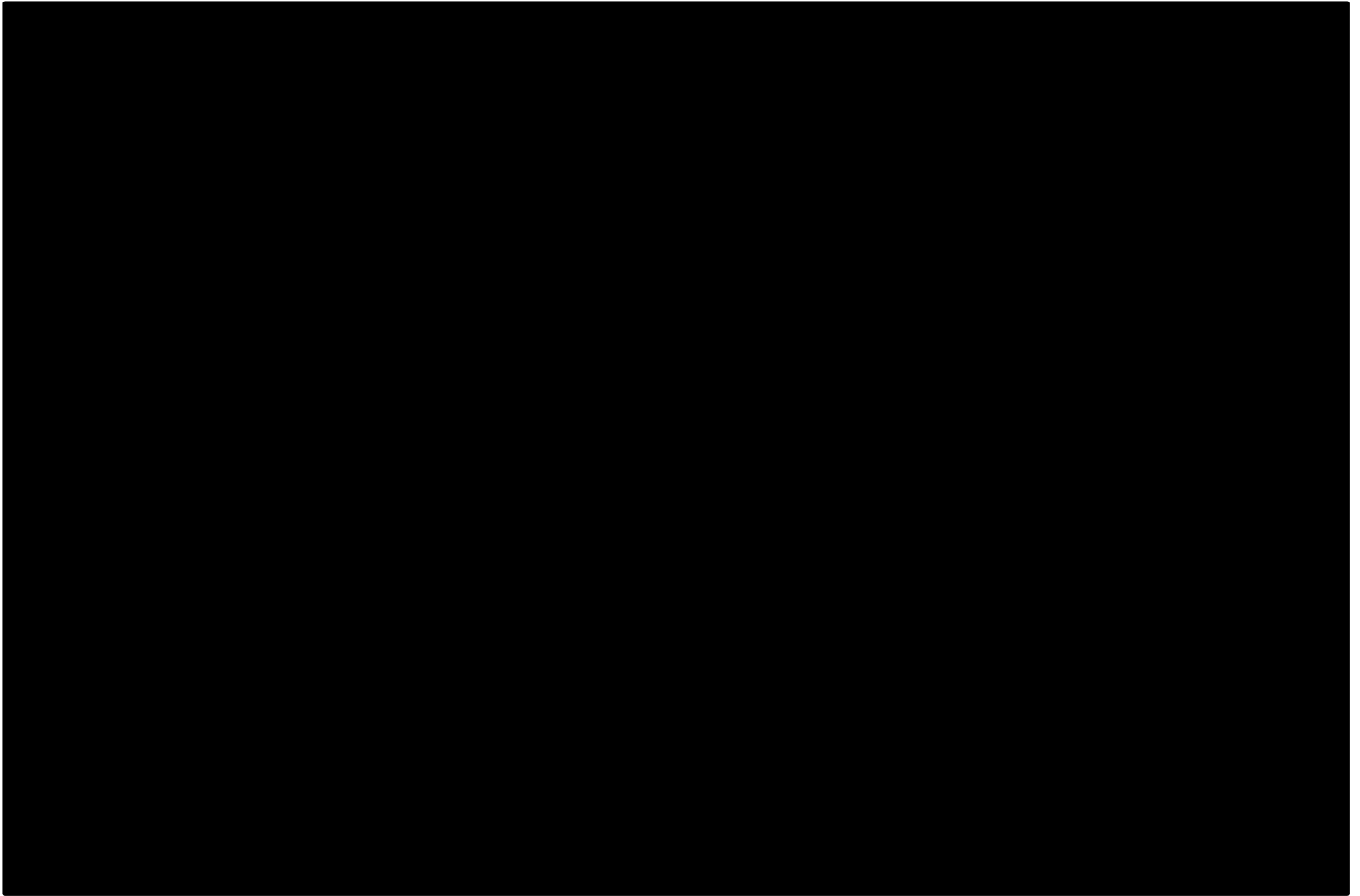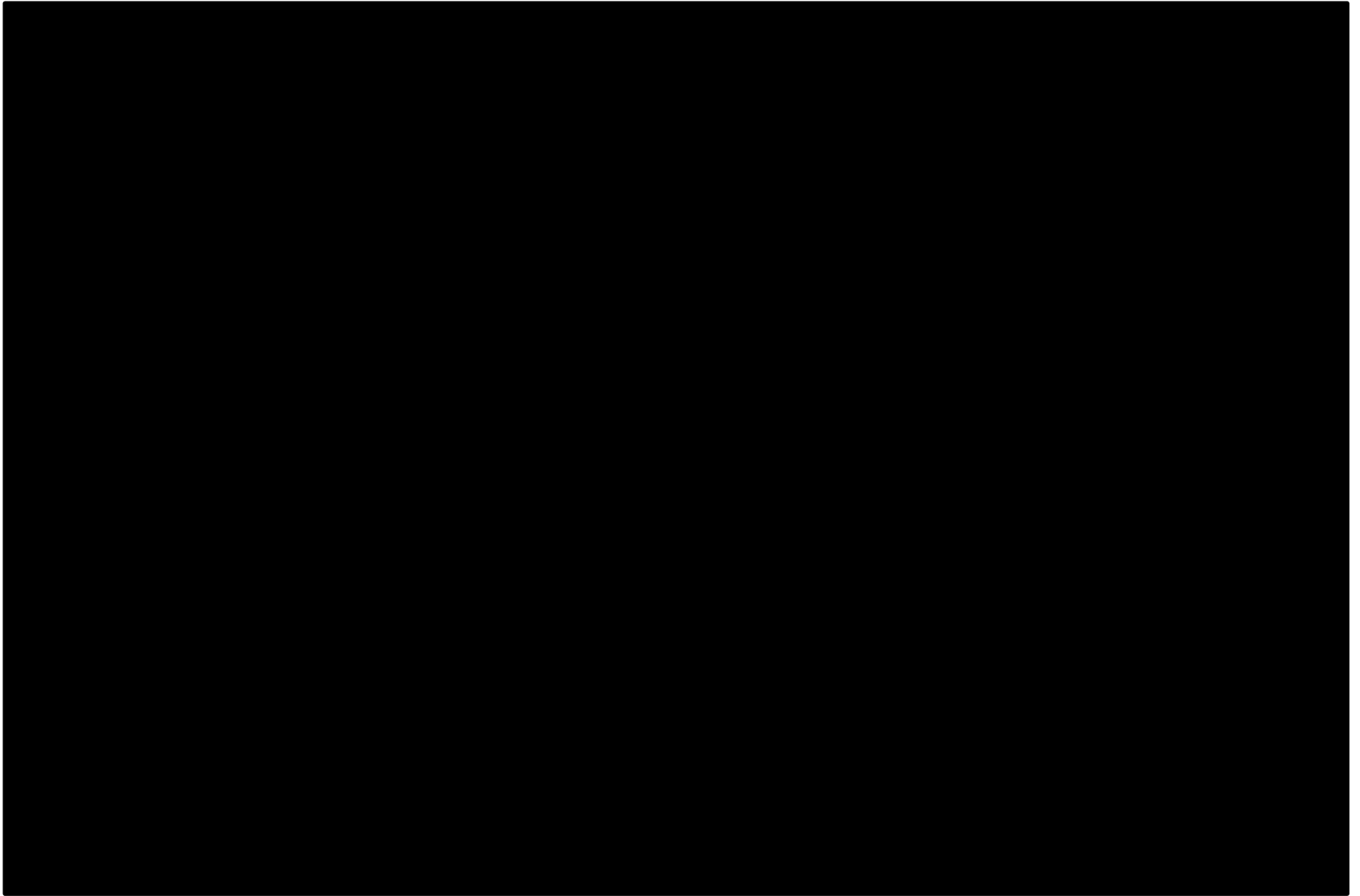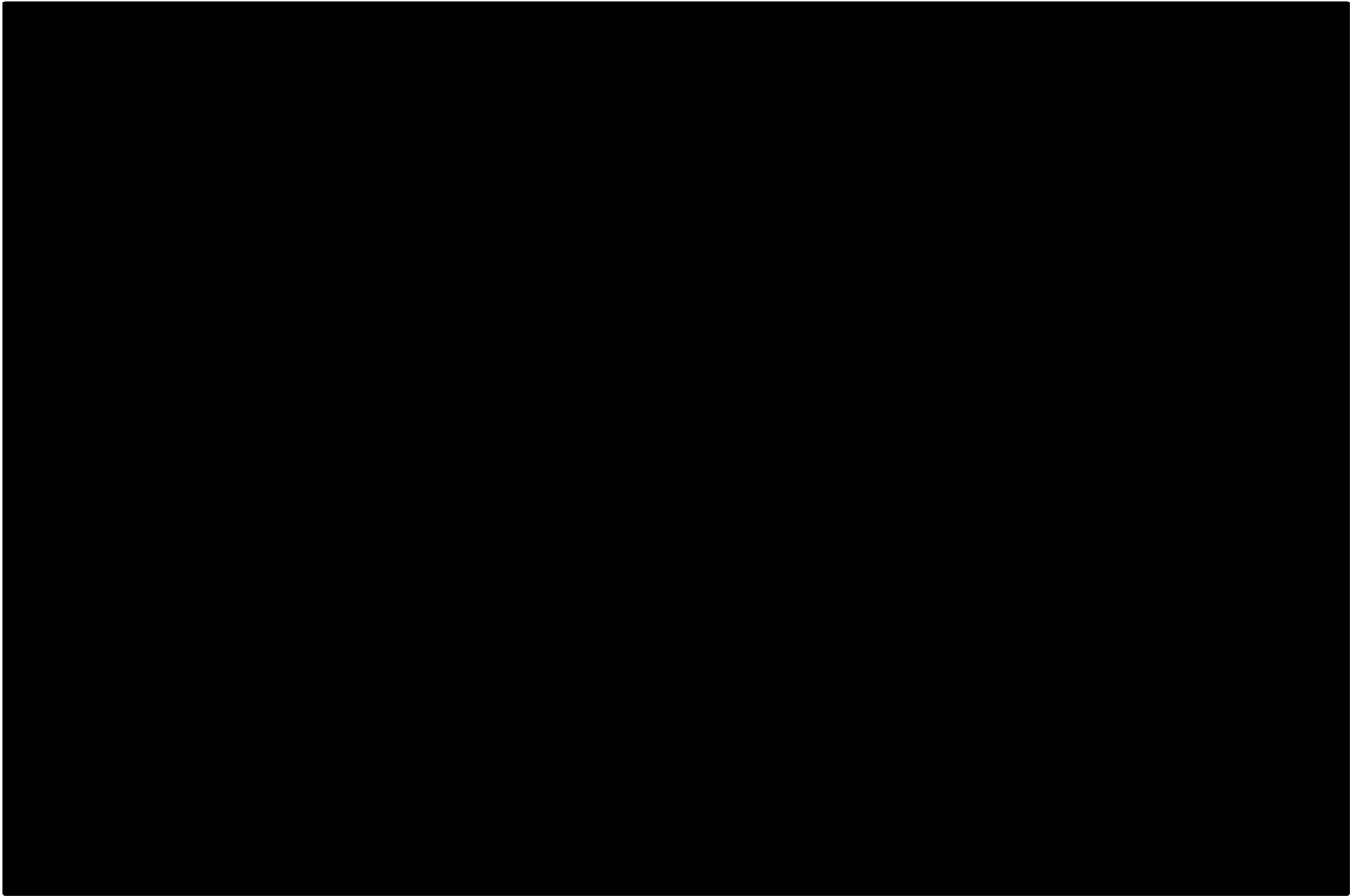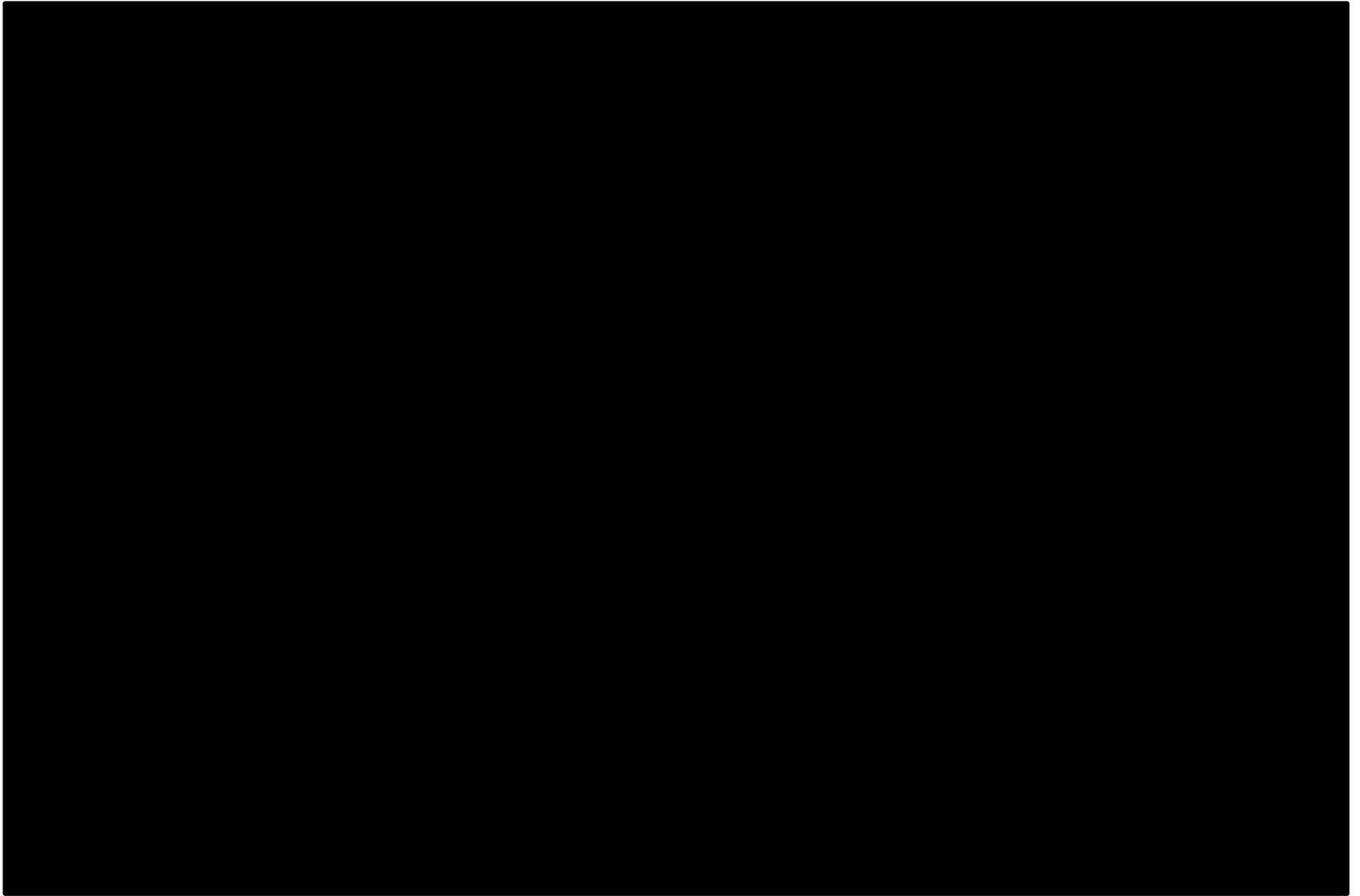
1.5 – Workspace Web – Select Voice Path

1.6 – Designer – Emergency Flags - Mobile

Genesys
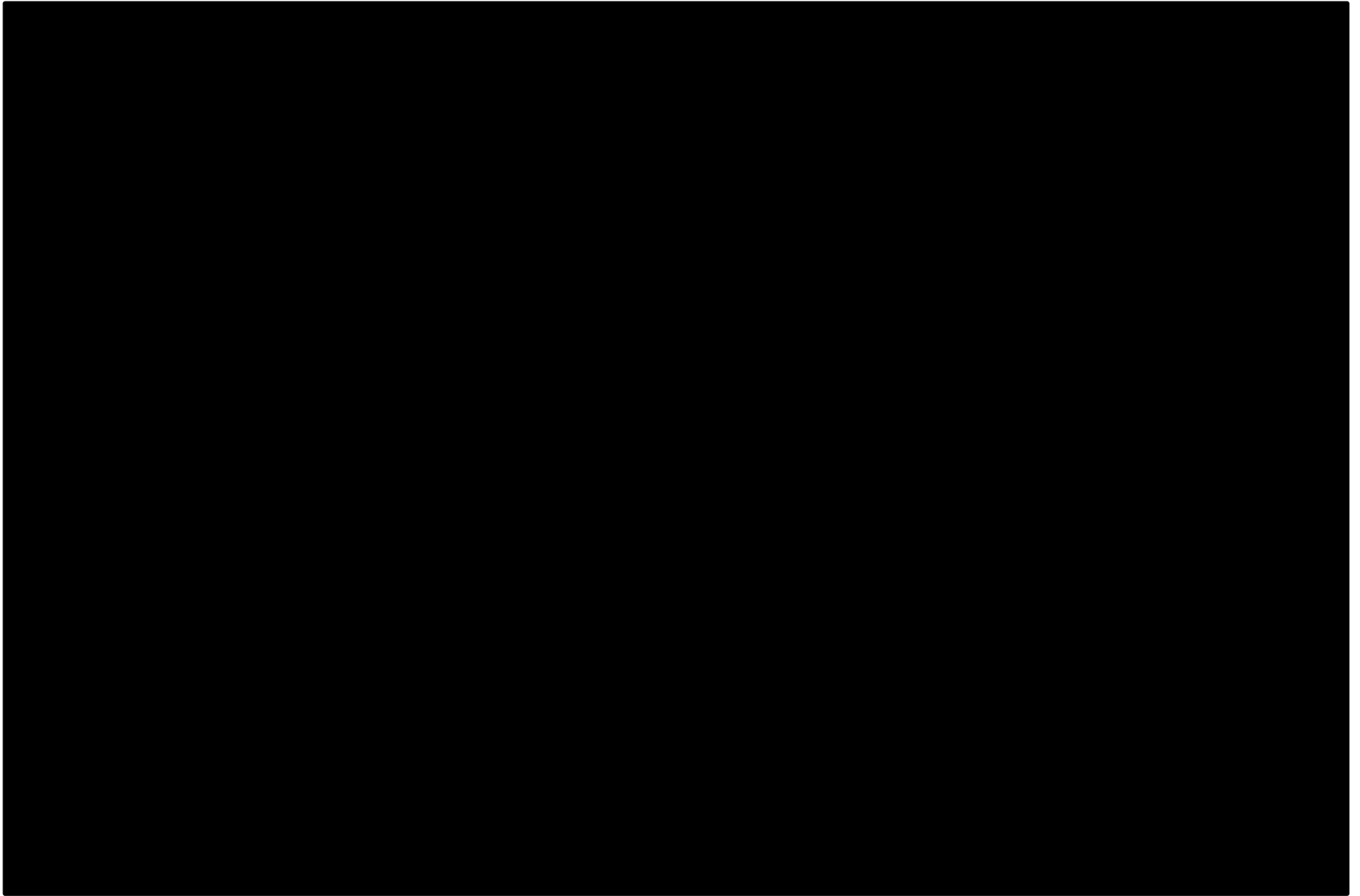
1.6 – Designer Portal - Mobile
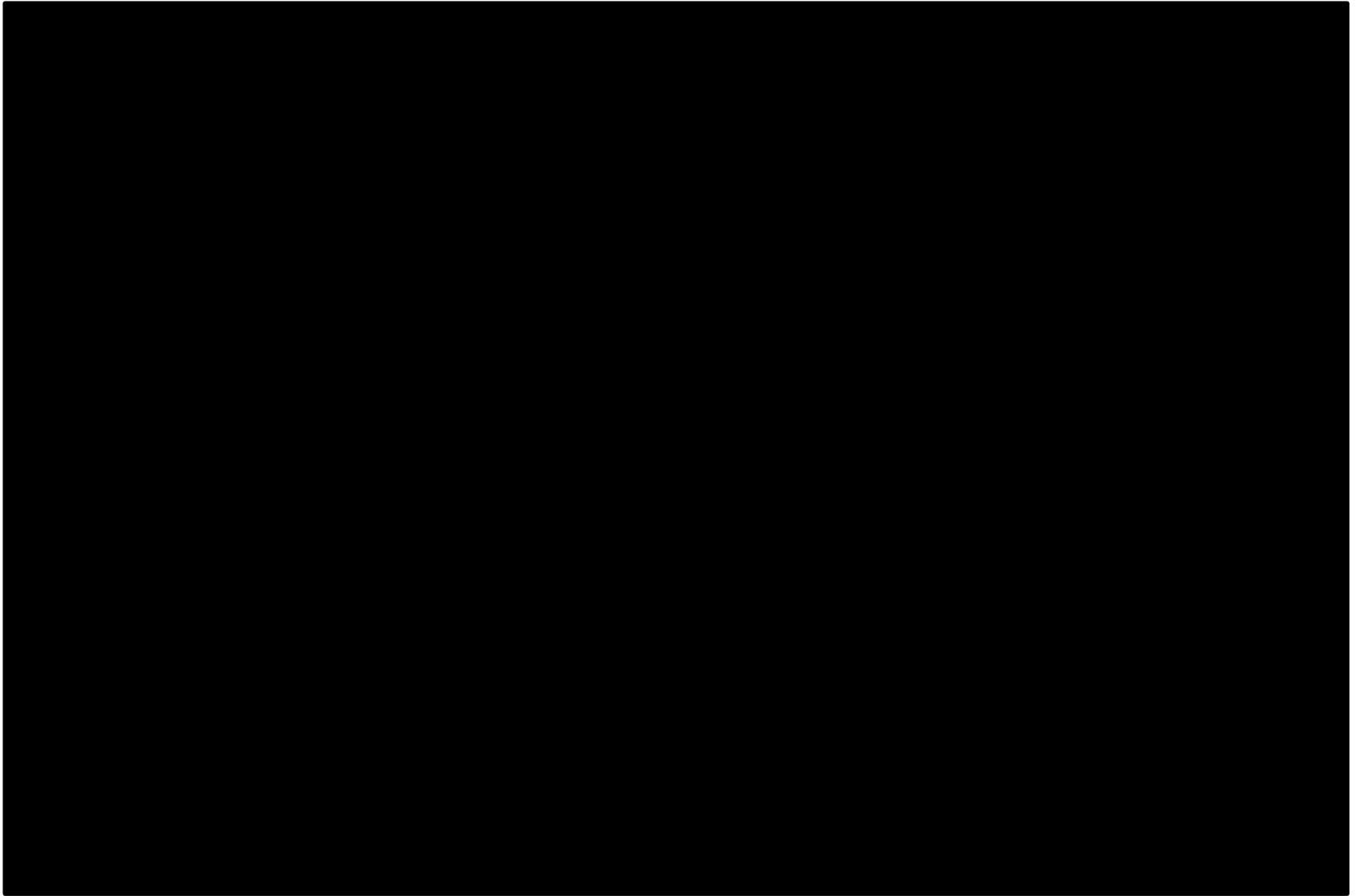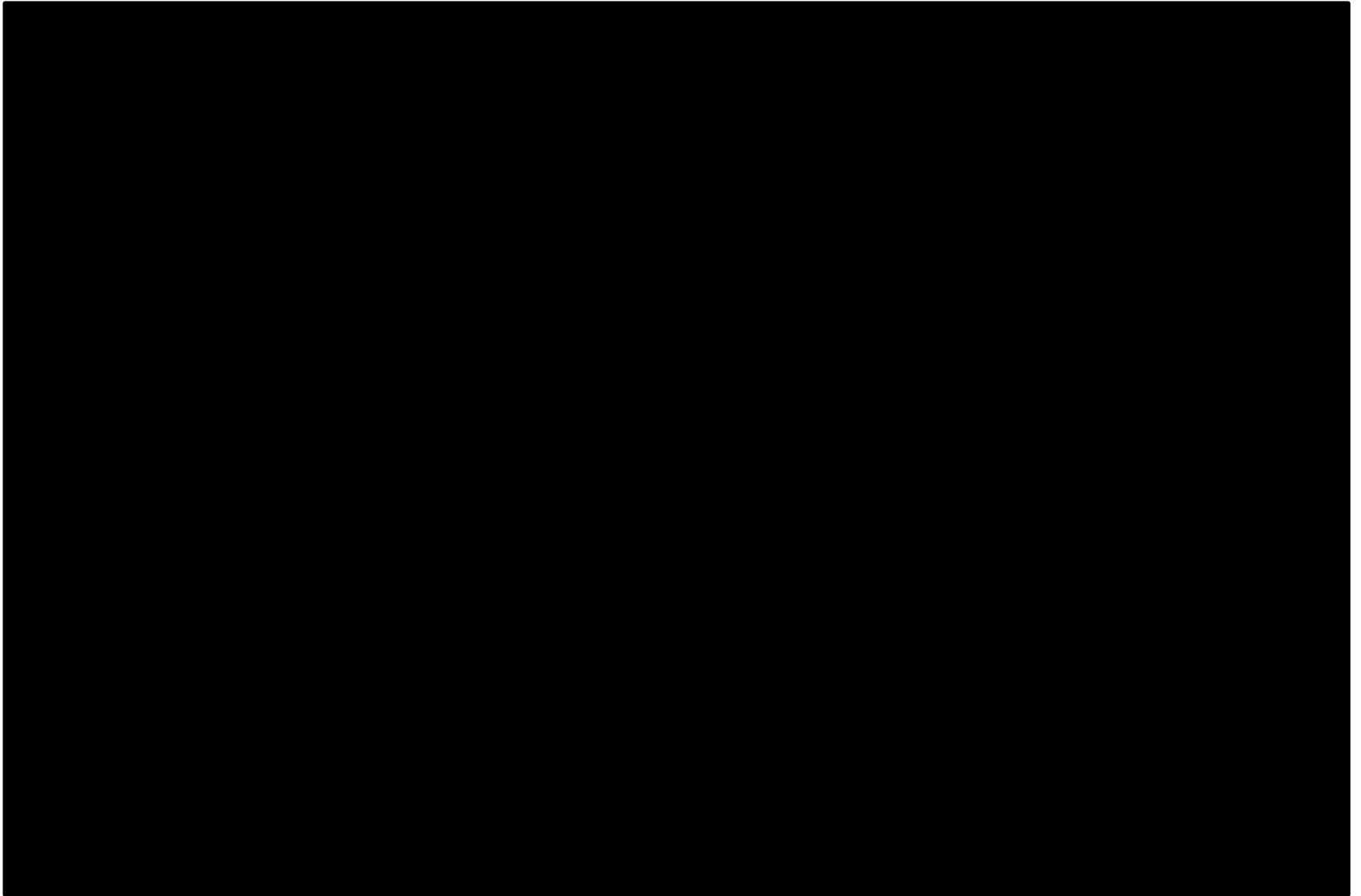
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1.7 – Designer - Application

4.5 – Pulse Dashboard View

Genesys

5.4 – Workforce Management Schedules

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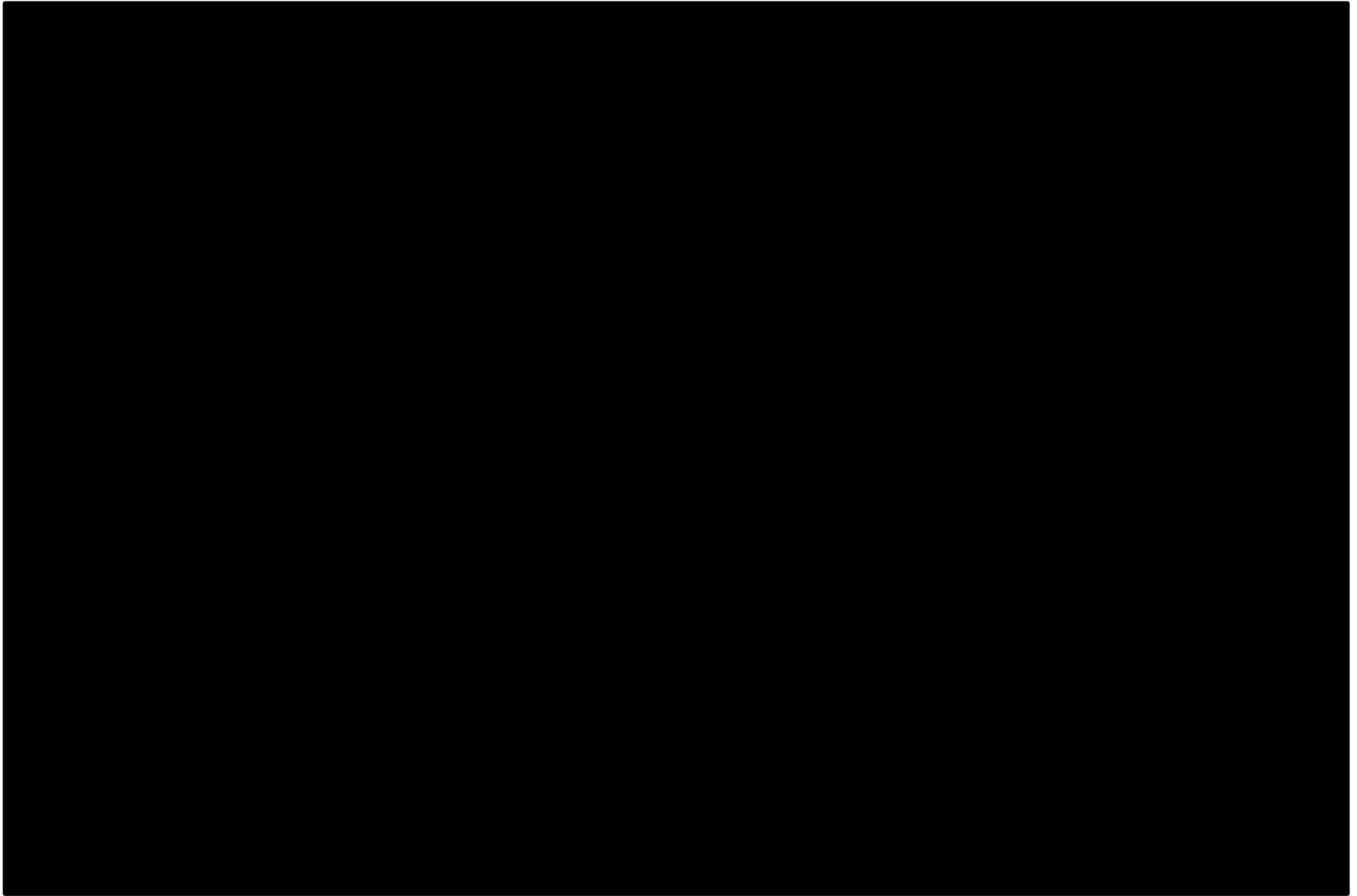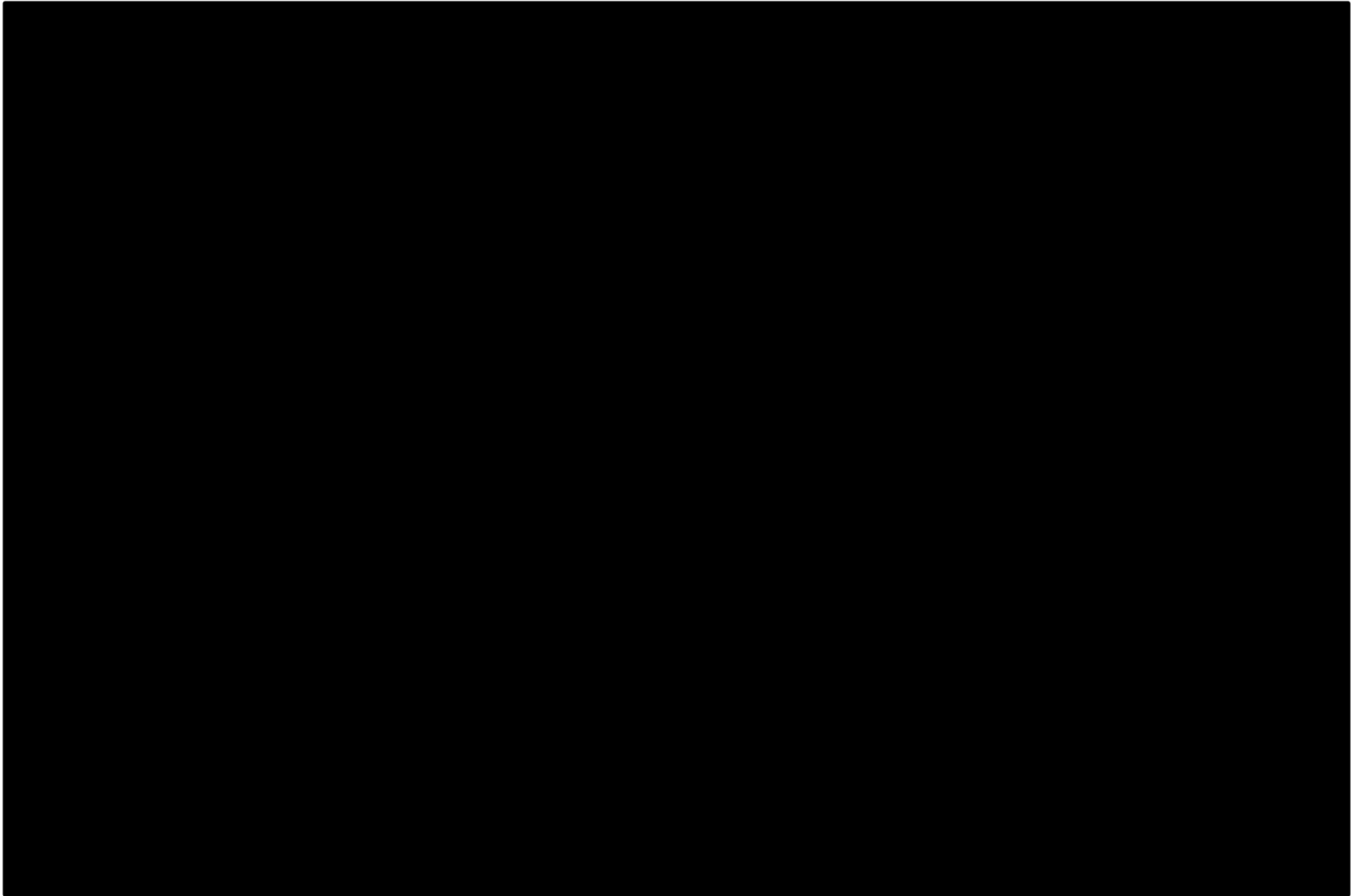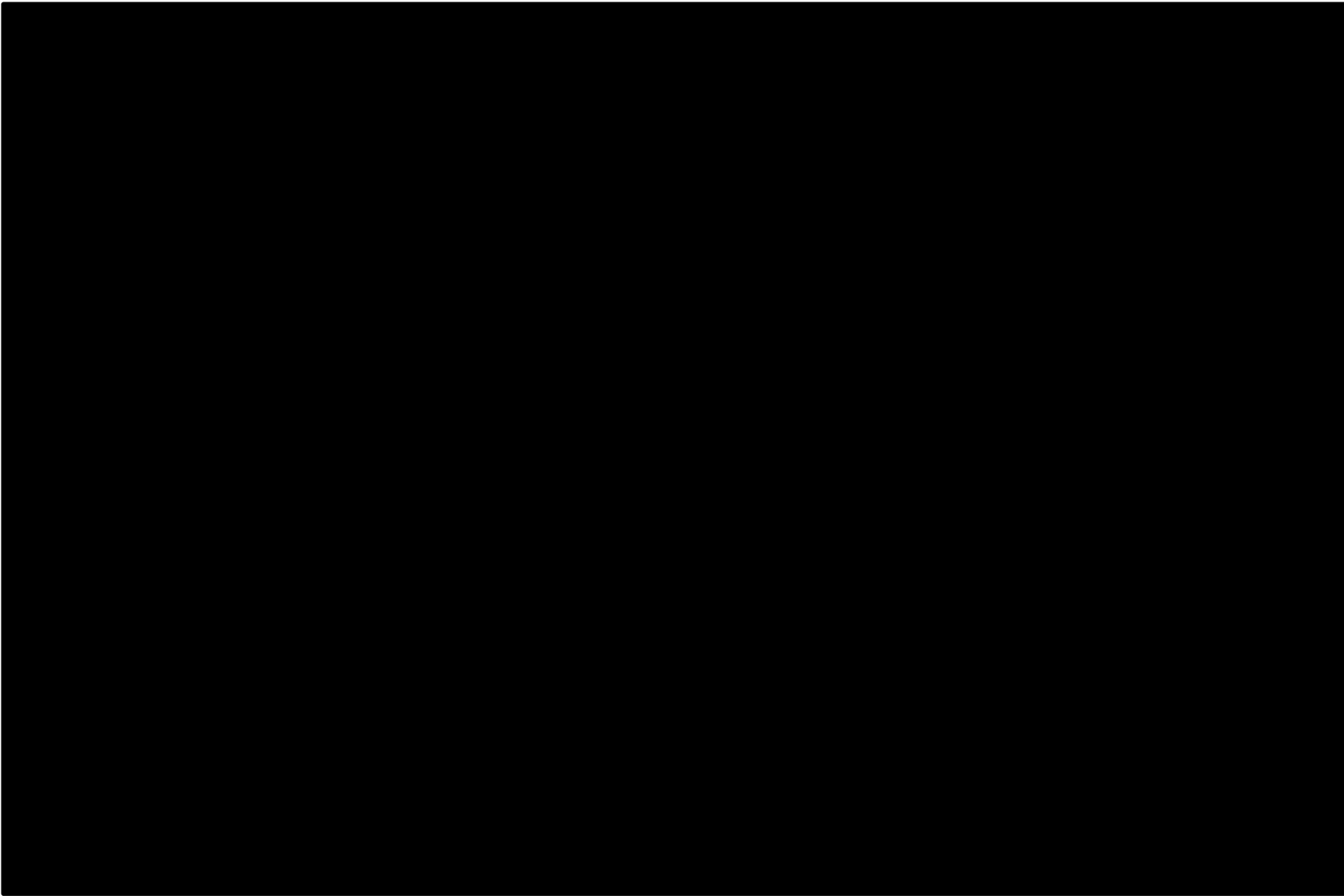
Genesys

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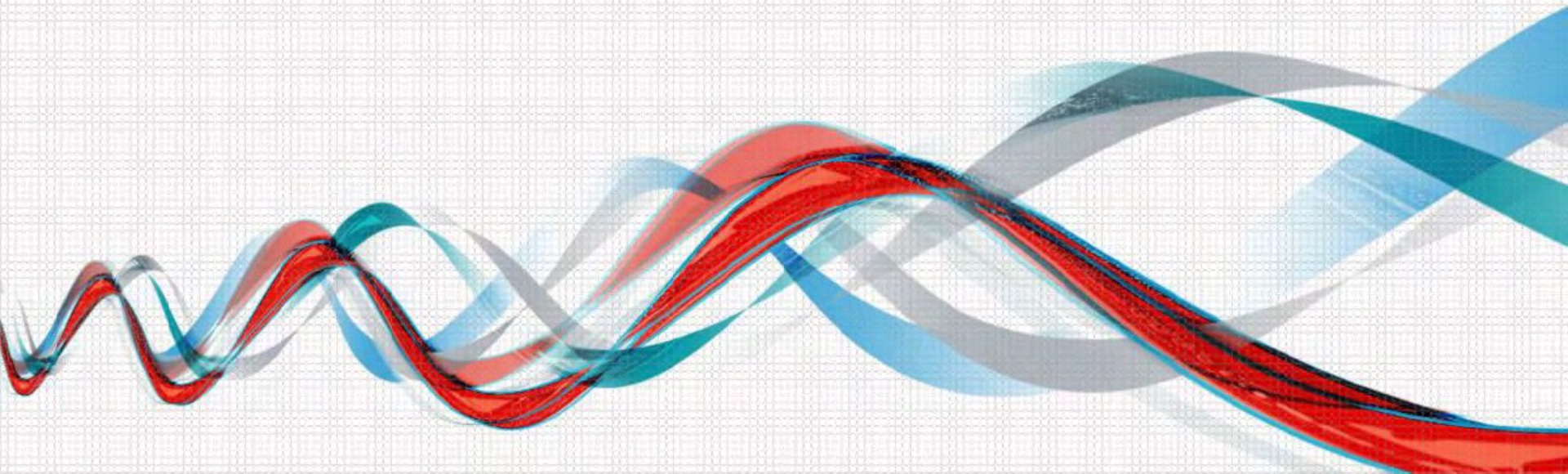
Customer Name:	Sample Customer	
Month:		
SLA target:		
SLA Actual:		
SLA Met		
SLA YTD		

Genesys Cloud

Moves, Adds, Changes, Deletions (MAC/Ds)
Roles and Responsibilities

Greenenden U.S. Holdings I, LLC and Subsidiaries

Consolidated Balance Sheets (in thousands)

This is the redacted version of "Attachment 13 2013-2014 Genesys Financials." Genesys is a privately held company who does not wish its financial information to reach its competitors.

SUMMARY

Project Management. The position capitalizes on professional project management skills, excellence in documentation and process improvement, strategy development and leadership experience gained during 21 years in the information technology business. Focus on solutions delivery to customer service and / or back office lines of business.

Software development: Project-managed the development and deployment of customer service applications, functional and performance improvements to Customer Relationship Management (CRM) systems. Related initiatives have included customer data consolidation, web portals for statement viewing and bill payment and back office productivity software. Database and middleware technologies deployed in these projects have included Oracle, DB2, Sybase, SQL Server, JDBC, Websphere, Weblogic and WebMethods. Cisco ICM and Genesys call routing projects have included inbound and outbound scenarios, CTI screen pops, IVR / Nuance text to speech, Verint call logging, quality monitoring and IEX workforce management (WFM).

Enterprise desktop and data center infrastructure: Managed large-scale deployments and upgrades of desktop and laptop hardware, client-server, Web applications, softphone (CTI) integration, OS management including imaging and patching. Established help desk team supporting servers and desktops. Led project teams to engineer and deploy high-availability, redundant switched networks, data warehouses, mainframe connectivity, floor plans, colocation of circuits, server farm management including new server racking and stacking, power management, cable management and disaster recovery planning.

SKILLS and TALENTS

- PMP-certified since 2004. Has 21 years of experience in project management for financial services and utilities
- Vendor management including RFP publication, vendor selection, contractor performance oversight
- Excellent financial control of projects including a keen awareness of the importance of accurate estimates, budgets and cost management plans
- Extensive experience in requirements gathering and scope definition, project communications, risk mitigation, testing / quality control, scheduling and execution
- Expert in Microsoft Project and Excel. Experienced with customized portfolio management applications
- Practical lifecycle background through the full SDLC in Waterfall environments
- Utilizes the PMBOK from PMI and Six Sigma DMAIC whenever beneficial to the project

- Actively contributes to PMO. Experienced with PMOs run by both line-of-business and information technology

EDUCATION and CREDENTIALS

- BS, Administrative Systems Management (an MIS major), ████████████████████
- PMP Certification 2004
- ████████Project Management Certificate 2004

ADDITIONAL COURSEWORK and SECURITY CLEARANCE

- Information Security Certificate in ████████Graduate Engineering (partially completed)
- Cisco ICM Administrator Training
- Microsoft MCSE Enterprise Courses
- Certified Netware Engineer (Novell CNE)
- D.O.D. Security Clearance: Secret (inactive)

PROFESSIONAL EXPERIENCE

Performing several interim consulting jobs – Aug. 2015 — Present

██

Project Manager – Contractor, ████████████████
- Provided project management of software applications for the Commercial Lines division

- Projects:

    o Led in-house and vendor development teams to code and deploy a customized risk management workflow solution for the Risk Services group
    o Led project to deliver a customized, offshore-developed system to allow the Contact Center to automate contract management and handle customer workflow
    o Provided oversight of quality assurance (QA) and UAT testing for both projects

- Responsibilities included project financial reporting with Clarity Project Workbench, project scheduling, QA and UAT oversight and deployment / release management

████████████████████████████████████ , NYC, NY — Oct. 2012 to May 2013

Project Manager – Contractor, ████████████████████████

- Project management for redundant high performance 10-gigabit switched networks in ████████████ legacy data centers. Led engineering, cabling and network operations teams to design and deploy connections for large numbers of servers.

- Projects:

    o Led the design, resource planning, procurement and installation of switched networks at nine (9) data centers
    o Multiple projects were typically under way simultaneously

- Selected PMI best practices utilized. Responsible for full project lifecycle, including customer business requirements review, resource planning, hardware procurement, deployment, line of business validation and network operations center support
- Activities included securing resources, coordinating meetings with Bank Implementation Engineers, overseeing data center engineering design, equipment ordering and workflow management, cable contractor management, scheduling and requesting approvals by Network CAB (Change Approval Board) and hosting open conference call lines during installations
- Provided necessary inputs to Microsoft Project Server operated by HP PMO as well as the enterprise workflow management system

████████████████████ — Jan. 2012 to Apr. 2012
Senior Project Consultant – Contractor, ████████████████████████

- Provided project management of development and operational support initiatives associated with Cisco ICM and CTI. Managed vendors and call routing project teams for worldwide call centers that handle customer service voice and IVR calls. Expedited vendor software and telephony deliverables.

    Projects:

    o CTI (computer telephony interface) screen pop improvement initiative at outsourced vendor call centers. Managed softphone application providers and in-house CTI developers. Increased percentage of automated customer account lookups as compared to number of incoming telephone calls.
    o Led management dashboard reporting initiative to improve Aceyus web-based tool used by National and Regional Operations Center teams to manage call center performance

████████████████████████████████, Newark, DE — Oct. 2010 – Dec. 2011
Technical Delivery Manager (TDM) – Contractor, ████████████████

- Provided project management for Credit Card development teams and vendors that played key roles in a multi-million dollar "Customer Solutions" project which delivered a flawless product. Provided

project management and oversight of twelve (12) application development and 92 ancillary teams throughout the Bank. Delivered new functionality to offer customers choices in banking that reward them for deeper relationships and improved back office automation of customer account updates.

Projects:

  o Managed the Credit Card division's 12 teams development efforts within ████████ "Customer Solutions" project

- The SDLC methodology, with a Waterfall approach, was used along with the Six Sigma DMAIC model for the project work breakdown structure (WBS). The result was the delivery of a flawless set of new functionality, including systematic linkages of card accounts with deposit and mortgage accounts and multiple ways to pay for banking services in this 55,000 person-hour, $3.8M project.
- Organized and led weekly Credit Card technology meetings with 30-60 attendees. Prepared and distributed agendas, which covered overall project status, concerns of involved teams and financial reporting. Coordinated breakout sessions on specific topics.
- Instrumental in Release Planning, including the coordination of development team installation tasks along and milestone reporting for the PMO
- Created SharePoint site used by over 120 technical partners, testing teams and other stakeholders for communications, information sharing and links to PMO and other sites
- $2.5M cost savings by consolidating and vetting initial estimates by 92 teams enterprise-wide
- Additional $1.9M cost reduction by providing detailed analysis that facilitated funding approval by project PMO after the elimination of non-critical functionality
- Oversight of individual teams' budget adherence resulted in an under-budget performance of 12%

████████████████ Credit Card Division, Newark, DE— Feb. 2006 – May, 2010
Project Manager – Contractor, ██████████████████

- Simultaneously led 15 transition project initiatives to support merger ████████████ This was a contract engagement within the Consolidated SuperStation Technology (CST) Project Management Team, which comprised nine project-level direct reports with a budget of $1.2M.

Projects:

  o Managed Consolidated SuperStations projects, which were part of the Credit Card division's overall project delivery during the merger of ████████████████████
  o Biannual Regulatory Releases to coordinate changes with providers (primarily AMEX, MasterCard and Visa) to adhere to credit card consortium requirements

- The SDLC methodology with a Waterfall approach and Six Sigma DMAIC model were used, along with PMI / PMBOK practices

- Orchestrated planning and design sessions allowing breakdown and assignment of work, leading to successful migration of distributed middleware case management applications (CLMS, MSS and TSS) which processed customer correspondence and non-fraud claims
- Developed, documented and deployed process improvements for SuperStation teams
- Employed innovative SharePoint site for project team communications. Created and distributed critical information "playbooks" in Excel to all stakeholders and used as leverage to deliver to zero-defect releases
- Flawlessly performed duties for production implementation planning, change management and execution
- Facilitated frequent communications with technical and business units, efficiently and swiftly implementing changes
- Teams led consistently attained high level of performance and accountability expected by Credit Card Regulatory Release Management team
- Utilized HP Quality Center tool and coordinated test plans, testing support, prioritization of reported defects and expediting resolution during UAT phase

████████████████████████████, Philadelphia, PA — Jan. 2005 to Oct. 2005

Technical Project Manager – Contractor, ████████████████

- Provided oversight of multiple projects in a matrix organization supporting business and institutional customers. Rapidly and efficiently delivered a sophisticated dialer solution as project manager of Genesys CTI Outbound Development Team ($1.5 million hardware and software budget)
- Utilized SDLC model and PMI methods to keep projects on track and within budget constraints
- Managed hardware and software vendors
- Responsible for estimating, budgeting and audit preparedness

  Projects:

  o Outbound Dialer Text-to-speech (TTS) messaging project within Voice Portal using VOIP. Team included developers in India and United States. Reduced Call Center resource costs and professional voice talent costs for business-to-business Call Centers. Greatly improved call center's ability to schedule representatives to meet target call volumes
  o Skills-Based Routing project to deliver outbound dialer calls to customer service representatives with second language or other special skills
  o Delivered outbound dialer fax solution that integrated Genesys, .NET and XML
  o Reports Team including developers from three IT groups. Developed and delivered Web-based Call Center scorecards, performance indicators and Call Center Team statistics

████████████████████ Philadelphia, PA — Jun. 1998 – May 2004

Lead Analyst, Energy Delivery Information Technology

- Project management of Call Center, customer contact, e-Commerce application integration and infrastructure projects. Significantly improved customer contact application performance
- Utilized SDLC using a Waterfall model for application software development projects. Participated in CMM framework study and evaluation. Met SOX and Pennsylvania Utility Commission (PUC) requirements
- Reduced IT infrastructure costs by over $100K annually, simultaneously allowing call centers to reach all-time peak in customer service ratings
- Managed vendors, including evaluation of RFP responses, vendor selection and development of support contracts, renegotiation of call center support SLA
- Provided Call Center Strategy Planning and representation on Exelon Standards Board
- Delivered executive management decision analyses to PMO overseeing Work Management and Engineering Divisions servicing Philadelphia and Chicago. Enabled improved prioritization and scheduling of construction projects and non-emergency construction work

Projects:

- o Directed information technology teams to design, develop and deliver a high-volume customer electric outage reporting application integrated with a vendor IVR system. Teams included 9 developers, middleware and database teams, business subject matter experts and vendors. The duration was 18 months, with a budget of $2 million.
- o Call routing and screen pop in call centers via integration of Cisco ICM call routing. Combined with efficiency of a CTI screen pop application, average time to answer calls was lowered and customer satisfaction ratings were improved. Project laid groundwork for pre-routing of calls based on availability and skills of agents in Chicago and Philadelphia.
- o Managed Call Recording Project Team to assess RFPs, procure and deploy emergency call recording system to Emergency Technical Services (ETS) Group. Deployed system within 60 days of project start date. Improved public safety and reduced risk to corporation.
- o Quality monitoring call recording project with screen playback enabled Call Center Director to capitalize on quality-improvement tools
- o Complete upgrade of Call Center servers, workstations and network topology under the Call Center Improvement Project. Reduced customer contact system's maximum transaction time from 15 to 5 seconds. Reduced Help Desk trouble calls by Call Center representatives by 80%.
- o Led rollout of Java/J2EE CRM application to outsource call centers and outlying remote facilities, resulting in reduced support costs for Call Centers
- o Contributed to Proof-of-concept for CheckFree Web Bill Presentment and Payment

█████████████████████████, Philadelphia, PA — Jul. 1997 – Jun. 1998
Network Consultant – Contractor, █████████████████

- Hired as a full-time ███employee at the close of this six-month engagement. Managed application integration and network stabilization projects in the Call Centers. Outcome and recommendations were utilized to obtain approval of projects in future role as Lead Analyst.

Projects:

- o Led team of IT architecture, network operations and call center support in urgent initiative to isolate and eliminate the root cause of failure in call center scheduling application (IEX TotalView)
- o Conducted call center performance improvement study that identified bottlenecks in the end-to-end data flow of information from proprietary "RISE" customer contact application at call center desktops to middleware messaging and database servers, networks, SNA controllers and mainframe

██████████████████████ Lawrenceville, NJ — Jul. 1996 – Jul. 1997

__Network Administrator, Information Systems__

- Supervised technicians, support personnel and contractors across the U.S. in multi-platform IT / Web infrastructure architectural design and deployment project. Provided training, coaching and mentoring. Led projects that vastly improved network infrastructure reliability

- Projects:

  - o Formed a Help Desk team with six employees and one contractor. Implemented commercial help desk software and instituted a formal ticket tracking methodology
  - o Implemented network changes including monitoring, token ring to ethernet conversion, server hardware replacement and network operating system upgrades
  - o Supported Data Warehouse deployment including vendor oversight of EMC storage, Oracle and Cognos Impromptu installations and client-server desktop upgrades for power users

██████████████████████ Fort Washington, PA — Jul. 1991 – Jul. 1996

__Network Consultant, Information Technology Operations__

- Provided network architectural consulting and national support for 300 █████████████ sales offices, Payroll Services Business, six production plants and corporate headquarters. Included Novell and Windows servers, workstations, LANs, routers, mainframe and AS400 connectivity (SNA). Responsible for disaster recovery testing for data center servers and network equipment.
- Supervision of employees servicing the End User Computing Help Desk operation
- Recommended, gained approval and led project to install high-availability servers. Thoroughly researched, presented and implemented new technology such as RAID level 5 disk subsystems, uninterruptible power supplies (UPS) and tape backup autoloaders.
- Facilitated network portion of migration to IBM AS/400 from mainframe as the company switched to BPCS ERP software. Provided vendor oversight and led implementations of multi-protocol routers, CSU/DSUs, servers and workstations across the United States.
- Led token ring to Ethernet conversion, resulting in significant reduction in capital expenditures

- Wrote and tested ███████ 's Disaster Recovery Procedures for Data Center servers and routers

PRIOR PROFESSIONAL EXPERIENCE

For the first ten years after college, provided operations management in computer distribution, business application consulting and computing hardware installation in the early stages of the PC market. While this work was done outside of enterprise computing as we know it, the experience proved to be invaluable as PCs were gradually accepted in the corporate enterprise world.

████████████ Meadowbrook, Pa — Jan. 1987 to Jul. 1991
__Network Consultant__

Managed the company's Novell-authorized consulting service including design and installation Novell networks (operating systems, servers, workstations, hubs and cabling), financial accounting, medical / dental office, financial planning, office productivity and custom application software. Earned Novell CNE (Certified Netware Engineer) credential.

████████████ client base was purchased by Morley Hill Associates for a period of one year. Co-managed the services provided to existing clientele as well as Morley Hill's customers who had purchased Wismer Martin physicians' office and F.I.S. accounting system software for CPAs. After agreement expiration, duties were transitioned back to ████████████.

████████ Consulting, Bryn Athyn, PA — Jan. 1986 to Jan. 1987
__Independent Consultant__

Provided business accounting software consultation and training. Recommended and installed PC hardware and software. Certified in Solomon III Accounting. Conducted training for Lotus 1-2-3 and office software packages at Bell Atlantic facilities and private customers. Wrote, tested and implemented information security processes for a Department of Defense contractor.

████████ Cherry Hill, NJ — Jan. 1984 to Dec. 1985
__Assistant Editor__

Tested PC software and wrote reviews for <u>Data Decisions Microcomputers</u>, a subscription service marketed to Fortune 500 corporations, government agencies and large Institutions.

████ Malvern, PA — Jan. 1983 to Jan. 1984
Consultant

Computer sales. Provided consultative marketing approach to business customers with accounting and business productivity needs.   Product line included IBM PCs, Compaq portables, printers, software, and installation services.

, Sudbury, MA — Aug. 1981 to Dec. 1982

Purchasing Manager

Purchased Apple computers and other computer hardware and peripherals directly from Zenith, Digital Equipment, Epson and startup companies such as Lotus Development, Microsoft, Micropro, Peachtree and Personal Software (later known as VisiCorp). Managed Consumer Computer Marketing distribution warehouse with responsibilities including shipping, receiving and inventory control.

TECHNICAL and PROCESS IMPROVEMENT SKILLS

Project Management Process, Quality Assurance and Software Development: PMI PMBOK, CMM, SDLC, Waterfall, Six Sigma DMAIC, HP Quality Center, IBM Chatalyst, Microsoft Visual Studio 2010 TFS, Clarity Project Workbench

Applications: MS Project, MS Project Server, SharePoint, Visio, PowerPoint, Primavera Project Planner, Indus Passport Work Management / ERP, BPCS ERP, IBM Tivoli Maximo, Remedy Netcensus

Transaction, Document and Database Management: Message queuing applications including IBM Websphere and Websphere MQSI Control Center, Tuxedo and Weblogic Middleware. Data warehouse reporting with Brio and Cognos Impromptu, RDBMS servers including IBM DB2, DB2/2 and Informix, SAP/Sybase ASE, Oracle and Oracle Net workstation client, Microsoft SQL Server, ODBC/JDBC, Sun Java J2EE, .NET and COM Frameworks

Call Center and Telecommunications: CRM, CTI Integration, Cisco ICM, Periphonics IVR, Verint Ultra logger, UltraSelect quality monitoring with screen capture, IEX TotalView WFM, AT&T Business Direct, Northern Telecom Meridian Max ACD

Network and Server Infrastructure: Data and telephony networks, server hardware and operating systems, electric power distribution and other data center infrastructure project experience including cabling and rack/stack. Topologies and products include: IBM Mainframe, CICS, 3270, AS/400, 5250, RAID SCSI configuration, data cabling, TCP/IP, SNA and IPX protocols, Token Ring migration, Ethernet network switch and router configuration for Cisco, Novell Lanalyzer, firewalls, network operating systems including UNIX, AIX, Linux, Solaris, OS/2, Novell Netware NDS, Active Directory

Genesys®

A veteran telecommunications technology professional with years of experience in analysis, architecture, design, development, and pre- & post-sales support of ▓▓▓▓▓ contact center software solutions. A proven record of success serving Fortune 500 companies, Federal and State and Local Government agencies as well as partners as a field technical resource for several strategic global alliances. Record of success includes sales enablement, sales support, and solution delivery.

Background: Over 20 years in the telecommunications industry.
Over 15 years of pre-sales support experience in call center software sales.
Over 5 years of IVR development experience.

Experience:

Solution Engineering Organization
▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓
July 2000 – Present

(September 2012 – Present) – Sr. Solutions Consultant acting as a link between the customer's needs and potential solution value. Due to the technical complexity of the Genesys offering, this role is imperative to the success of sales opportunities. Develop and apply best practice principles in the areas of Solutions Engineering to help field sales progress in opportunities. Bring a deep understanding of customer problems and solution benefits to all prospect and customer interactions and ensuring Sales Account Executives are being supported properly. Seek to understand customer requirements through technical discovery efforts. Bring a unique perspective in matching Genesys cloud and enterprise solutions to customer requirements. Address the business and personal needs of technical influencers. Assist in the execution of product demonstrations.

(August 2009 – September 2012) – Working as a Principal Solutions Engineer supporting our partnership with AT&T. Work with AT&T in a presales capacity to help sell joint Genesys and AT&T Solutions. These solutions are for Shared Hosted, Dedicated Hosted, and On-Premise environments incorporating the entire Genesys suite of products including, but not limited to, inbound/outbound voice interactions, Genesys Voice Platform, WFM, eServices (Email, Chat, Social

Network) and Intelligent Workload Distribution (back office process streamlining).

(January 2002 - August 2009) – Over 7 years of working within our Worldwide Channel Organization as a Sales Engineer to support our partnerships with SAP, Verizon, Salesforce.com, Onyx, and Cap Gemini. Work with SAP to design, build and maintain the joint Genesys/SAP demo residing in SAP's IDES environment in Walldorf, Germany. Support our sales field with technical expertise on the integration between Genesys and SAP (ERP via SAPPhone, CRM IC WinClient and CRM ICI WebClient) and Genesys and Siebel CRM.

(July 2000 – January 2002) – Direct Sales Engineer. Sales Engineer supporting the direct sales team. I was responsible for supporting two Account Executives in the Eastern Region of the United States.

(General Responsibilities for all Sales Engineer Positions) – As a Sales Engineer, whether it is my current position supporting our partner, AT&T or either of my previous positions supporting our direct sales team or our partner, SAP, there are core functions and responsibilities I provided for each. These responsibilities are noted below:

- Uncover business challenges and articulate solutions through Genesys' consultative process
- Be a compelling speaker that communicates the value of solutions to prospective customers
- Consult on contact centre best practices
- Keep abreast of technical advancement within the industry
- Understand competitive offerings and how to position against them
- Tailor demonstrations to prove how business objectives are accomplished
- Offer deep technical expertise around our software offerings
- Assist in authoring persuasive responses to RFIs and RFPs

Senior IVR Developer

April 1995 – July 2000

Performed full life cycle development of many different IVR applications that are in production today for companies such as, Humana, Rappahannock Electric, Keystone National Bank, Freddie Mac, and the town of Old Bridge, NJ. I collected customer prerequisites, created customer approved application specifications, developed to those specifications, and performed testing and installations of those applications.

Developed applications to provide computer telephony integrations such as call routing based on ANI/DNIS, agent screen pops and web responses, as well as routine data inquiries.

Applications developed use technologies such as fax back capabilities, 3270 host integration, file I/O, database, text to speech and supporting C programs. Also wrote IVR scripts for Quality Assurance testing of our company's development tools on the Nortel, InterVoice and Periphonics IVR platforms. Additionally, provided development for windows based setup wizards for CTI products.

<u>Junior Computer Scientist</u>

████████████████████

November 1993 - April 1995

Provided programming and analytical support for the Computer Sciences Directorate, naval Air Warfare Center Aircraft Division, Patuxent River, Maryland. Technical Lead for the Billing and General Ledger Financial subsystems. Developed program requirements and provided development for application enhancements. Tasks included systems analysis, coding, debugging, testing, implementing, and documenting programs in SQL Forms, SQL Plus, PL/SQL, SQR, and C Language.

<u>Computer Specialist</u>

████████████████

January 1992 - November 1993

Supported the NAVAIR Industrial Financial Management System (NIFMS). Provided technical support for the Naval Aviation Depot Operation Centers (NADOC). Maintained existing programs and created new COBOL programs. Provided quality assurance of these programs prior to delivery to the government. Tested programs for NIFMS and its ten subsystems in the UNISYS 1100 environment. Provided maintenance support for six naval Aviation Depot sites, resolved production problems and provided resolutions for the on-site point of contact.

Education: 1990 - Bachelors of Science in Computer Information Systems

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████████████████████

MBA, PMP, US Citizen

An Information Technology professional with over 18 years of progressive experience in the areas of Program & Project Management, System Modernization, Data Transformation, Business Process Analysis and Software Development for business applications. Driven by a passion to make technology and people deliver business solutions.

Core Competencies & Strengths
- ✓ Managed multi-year, multimillion dollar IT projects
- ✓ Excellent written and oral communication skills with attention to detail
- ✓ Ability to communicate with all levels and groups from management to users
- ✓ Established and Managed the Program Management and Governance Structure
- ✓ Progressively responsible career growth
- ✓ Organized and goal oriented project management with a strong customer focus
- ✓ Analytical problem solver, able to anticipate issues and manage risks
- ✓ Skilled in building excellent rapport with clients and team members
- ✓ Able to see the big picture, delegate effectively and motivate team members
- ✓ Proposal Development and Pre Sales Presentations
- ✓ Ability to communicate technical concepts to non-technical audiences
- ✓ PMP Certified with Knowledge and application of PMBOK
- ✓ Delivered Enterprise Solutions
- ✓ Big 4 Consulting Experience

Education:
- - MBA, Operations and Systems
- - BS, Electronics Engineering

Certification: Project Management Professional (PMP), Certified through PMI

Career Experience

- - Managing scope, quality, time, cost and risk for IT projects
- - Coordinating requirements, analysis and prioritizing development
- - Effective communication with top level business and technical leaders

- Experience in managing and turning around delicate client situations
- Preparing Business Cases and Funding Plans
- Business Process Re-engineering and Change Management
- Presenting and communicating technical concepts to varying audiences
- Building revenue models and billing procedures for technology projects
- Building and leading teams in complex matrix (cross functional) environments
- Guiding and leading team members to deliver complex solutions
- Managing IT Operations teams and making critical decisions
- Defining and Meeting Service Level Agreements (SLA)
- Experienced with Contract and Vendor Management
- Developed solutions that streamline operations, improve efficiency and solve problems
- Project Management backed by thorough hands on technical experience
- Evaluating, designing/customizing solutions to support and meet the business objectives
- Leading proposal development efforts in response to Request for Proposal (RFP)
- Understanding of the recruitment and sub-contracting process
- Knowledge of industry best practices and exposure to global consulting business

Professional Experience

1. **Organization:** ███████████████████████
   Project: *Multiple Projects*
   Role: *Program Director*   **Duration:** *July 2009 - Current*

   My Accomplishments:
   - Managed multiple projects for successful solution deliveries across functional and technical domains
   - Developed proposals and conducted pre sales presentations
   - Led projects from budgeting to delivery through all intermediate phases
   - Setup Project Management Office and mentored Project Managers to deliver projects
   - Developed excellent relations with all clients
   - Interacted with top level business and technical stake holders to get approvals on project decisions
   - Developed risk plans and mitigation strategies with contingency planning
   - Managed change requests and scope creep through effective change management
   - Conducted operational readiness reviews and mitigation strategies
   - Developed detailed project plan to manage the system implementation for application releases
   - Tracked resource utilization to manage project costs
   - Prepare weekly reports and monthly dashboards to provide project updates to stakeholders
   - Instituted quality assurance and testing procedures to enhance system quality and acceptance

- Developed project budgets and staffing plans
- Worked with client project manager to get stakeholder buy in
- Tracked project activities to provide regular updates to project stakeholders
- Contributed to recruitment and growth of IT personnel

2. **Organization:**
   Project:
   Role: *Project Manager*   **Duration:** *February 2008 – June 2009*

I was responsible to manage the data transformation from the legacy data sources to the PRISM (procurement solution) implementation.

My Accomplishments:
- Managed the team to deliver a successful project achieving accurate transformation of the data
- Interacted with high level non-technical stake holders to get buy ins on project decisions
- Developed communication plan to provide regular project updates to stakeholders and team
- Reviewed and delivered quality project deliverables that were complete and on time according to plan
- Defined and developed the data conversion strategy within existing system architecture
- Developed detailed project plan including contingency planning and risk mitigation
- Developed and presented strategy and plan to senior client executives
- Tracked activities on a project plan to provide regular updates to project stakeholders
- Generated weekly status reports to track progress and identify potential problem areas

3. **Organization:**
   Project:
   Role: *Project Manager*   **Duration:** *September 2007– January 2008*

My Accomplishments:
- Led the team to understand the data supply chain of the client
- Completed the as is business process maps to identify break points and duplication
- Defined and developed detailed business process and data flow maps to document a desired state
- Presented findings, requirements and next steps to the top level management to get solution buy in
- Developed a detailed project plan for development, testing and implementation of new processes

- Identified risks and developed risk mitigation plans to ensure solution implementation

4. Organization: ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮
   Project: ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮
   Role: *Project Manager*   **Duration:** *May 2002 – September 2007*

I managed the application development and maintenance for the childcare solution for ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮

My Accomplishments:
- Managed the application through entire SDLC
- Created and tracked project costs against project plans
- Communicated effectively with top level client representatives
- Implemented interface for data exchange with mainframe application
- Managed a cross functional team including client personnel
- Maintained excellent client relations and managed client expectations
- Managed and tracked project costs against planned costs
- Presented to a 120+ audience at state wide meeting of business users
- Conducted triage meetings to evaluate application issues
- Enforced the compliance with IT standards of the organization during the project phases
- Managed logical and physical database design
- Utilized release management process to incorporate maintenance and enhancements
- Implemented release automation processes to minimize human error

5. Organization: ▮▮▮▮▮▮▮▮▮▮▮▮▮▮
   Project: ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮
   Role: *Project Lead*   **Duration:** *March 2001 – April 2002*

Led a team to enhance and maintain the system developed to support the business of the Bureau of Child Support and Enforcement. Provided support to meet client SLA's and delivered an add-on solution to facilitate compliance reporting. Managed relationships with financial institutions by addressing concerns and optimizing data intake processes.

6. Organization: ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮
   Project: ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮
   Role: *Project Lead*   **Duration:** *July 2000 – March 2001*

Led the development of a web based resource management system to share and match a resource against sales leads as per availability. Responsible for all phases of the project from requirements to delivery.

7. Organization: ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮
   Project: ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮

Role: *Project Lead* **Duration:** *August 1998 – June 2000*

A Data Warehouse to facilitate Central Bank and headquarters reporting. I led the project in a complex matrix environment while managing relationships with business partners and user community. The solution was compliant with Citicorp's security guidelines enforced by CISO. Developed and negotiated a Service Level Agreement (SLA) with the business users.

8. **Organization:** ████████████████, *Bombay, India (SEI CMM Level 5 Organization)*
   Project: ████████████████
   Role: *Sr. Programmer Analyst* **Duration:** *June 1997 – July 1998*

I led a group of programmers to develop the account management module of Citibank's banking solution.

9. **Organization:** █████████ - *Mumbai*
   Project: █████████
   Role: Production Engineer **Duration:** April 1994 – January 1996

The company manufactured programmable plastic injection molding machines. I was responsible for managing the production, support and implementation of the programmable control panels.

10. **Organization:** █████████ *(ISO 9001 Certified Organization), Pune, India*
    Project: █████████
    Role: *Programmer Analyst* **Duration:** *July 1993 – March 1994*

I developed programs for the billing module of the hospital management system.

Technology and Tools

Business Tools	Microsoft Visio, Microsoft Project, Microsoft Office XP
Business Training	HIPAA Compliance, ISO 9001, SEI CMM (Level 5)
Programming Languages and Tools	ASP .NET, Visual Basic .NET 6.0/5.0, ADO.NET, XML, COM+, ActiveX, VBScript, JavaScript, VBA, HTML, Oracle PL/SQL, T-SQL, ODBC, OLE/DB, TOAD, DTS
Databases	Oracle 9i, Microsoft SQL Server 2000
Software Applications	Visual Studio .NET 2012, ERWin 4.0, Informatica, Crystal Reports 8.5, Seagate Info

	7.0, Visual Source Safe, PVCS, PRISM, Mercury QC, IBM Rational ClearQuest
Operating Systems	Windows NT / 2000 / XP, UNIX

Genesys®

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SUMMARY

Technical Lead Supervisor with extensive experience in project management, client relationship building and business development within diverse industries. Proven abilities in requirement, forecasting, project planning, defining requirements, and risk management resulting in on time on budget deliverables. Experience with supervising technical projects to exceed client expectations. Adept at leading high performing teams, training; mentoring, hiring, select SME's and cross functional team building with excellent leadership, team management and collaboration skills.

TECHNICAL SKILLS

Desk Top/Server Hardware	Windows Servers Administrator, Patches,	DNS, TCP/IP, TCPIP Phones	Exchange Administrator
Microsoft Office	Excel Reports, SLA's	Project Funding	Technical Writer
Supervision	Multiple Projects	IT Project Lead	Health Care
Business Processes	Equipment Procurement	Data collection	Mobile Devices
Customer Service	Virtual Team Management	Vendor Management	SLA/Reporting

EXPERIENCE

⬛⬛⬛⬛⬛, York County, PA — 2013- Present
Site Lead ⬛⬛⬛⬛⬛
- Collected data for SLA and make determination on weak area's
- Defined the contract on what was required and what would be billed as T&M
- Created data tracking on all technicians for work assignments
- Created the process to track the SLA
- Documented issue where the SLA was not met.
- Met with Client on a bi-weekly to discuss assignments and SLA's
- Tracked cost for all parts ordered, this report is part of the monthly billing
- Daily, weekly, monthly reports to client on SLA's
- Monthly reports for Out of Scope assignments and cost
- Monthly billing to client on parts ordered and "Out of Scope" assignments
- Identified/documented all issues that may affect SLA's, management and recommended solutions
- Created the manual for ⬛⬛⬛⬛ technicians on how to perform the job and all business requirements
- Performed one on one with all technicians for improvements

⬛⬛⬛⬛⬛ , Camp Hill, PA — 2010- 2012
Supervisor Technical Customer Service

- Created the 5010 healthcare support help desk from the ground up to include ticket system, data base training and selection of agents.
- Created the manual for the business processes/requirements to ensure an even knowledge base.
- Coordinated with the IT team to ensure all applicants were functional and meeting all requirements in the contract.
- Ensured all changes made to the manual were in line with the requirements.
- Administrator for the Healthcare share point drive (MAPIR) for outside clients from (4) states.
- Ensured the manual, ticket system and data base were updated as the help desk evolved. Worked with the IT Team and Data base administrators on added/deleting/changing Fields to improve response.
- Created weekly/monthly reports for the client to reflect 5010 registration information and meeting the SLA's.
- Created statistics and determine weaknesses in performance/develop improvements.
- Scheduled training and ensured all agents met training requirements.
- Investigated and determined corrective actions based on customer complaints.
- Ensured necessary training materials were created and available to users and technicians.

██████████████ , Camp Hill, PA — 2008- 2011
Technical Supervisor
- Ensured coverage to meet business requirements and SLA's.
- Ensured all agents and engineers are performing their job correctly to meet all requirements.
- Created a statistics chart to determine weaknesses in performance to show what went wrong and develop improvements.
- Documented a Customer Fixed Index (CFI) on major issues and discussed with client.
- Interacted with the Customer on a daily basis to discuss issues and reach find a solution.
- Ensured all cases were escalated correctly and corrected with follow though
- Performed
  o Creating and wrote a score card process to keep track of statistics on agents' performance.
  o Created presses flows for phone splits/escalations/technical issue that was used by the account.
- Provided support, recommendations and direction for all employees.
- Performed investigations on cases and recommended improvements, informed management on corrective actions.
Note: - While starting a new help desk for the Health Care Account, John also closed down the Technical Help Desk account at the same time

██████████████ , Mechanicsburg, PA — 2006-2008
East Coast Logistic Warehouse Manager
Secret security clearance
- Interacted across the enterprise with the customer on Warehouse issues and deployment.
- Ensured all shipping was within budget and fell under the correct cost centers and budget
- Interacted daily with the Customer to ensure all SLA's were met and corrected any issues

- Ensured a smooth transition between the Warehouse and Imaging teams in order to expeditiously and provide the customer with the correct equipment.
    - Created/Implemented flow charts for movement and shipment of equipment
- Created/wrote processes for oversee the tracking and delivery of all classified hard drives to the military.
- Directed bi-yearly inventory of the main west coast warehouse.
- Modified procedures to improve on processes and cut costs.
- Identified issues that may affect the enterprise, informed management with recommended solutions.
- Identified issues within inventory, record keeping and reverse logistics.
- Maintained reports as needed by management.

System Administrator/NOC Team Leader — 2001-2006
PATeam

-
    Ensured the System Administration team was performing to meet the needs of the Commonwealth of PA
- Delegated projects/task to personnel
- Started communication/information exchange among all the teams.
- Documented all System Administration and disaster recovery procedures and, flow charts
- Managed a Windows/UNIX/Exchange environment to meet the needs of the Commonwealth of PA
- Project manager for the efforts in refurbish all Servers for the NOC, get approval from the state for down time for all upgrades without losing service
- Responsible for SLA's that affects the System Administration team and those teams supported by the System Administration team.

System Administrator — 1996-2006
PC/Hardware/Server support in a manufacture environment
.

Police/Security Instructor – Additional information provided on request
Security Background – ▮▮▮▮▮▮▮ : Additional information provided on request
Police Officer, ▮▮▮▮▮▮▮ **- to include investigations and all police training**: Additional information provided on request.

Projects High Lights

5010 Certification Help Desk Manual – Supervisor over project
Acquired all data needed for the 5010 testing and certification. Set up the processes and procedures for all facets of the Manual. Created the Manual to follow all processes dealing with registration, certification, ticketing system, system data base, and all applications needed to perform the tasks for the 5010 D.0 NCPDP certification desk. This manual had to be also written as a training guide for new agents coming on board.

Lead on the 5010 certification helpdesk ticket system – Supervisor over project

Worked with IT on design appearance, fields needed information retention, and tracking of tickets for all categories.

5010 Certification Help Desk Database – Supervisor over project
Design the fields needed and the information retention period required. Format the reports and data shown in reports to meet the requirements from contract. Put into place a tracking system with Excel until database was functional.

Startup of a new 5010 certification help desk – Supervisor over project
The time frame given for this project was three months. Ensure all desktops/applications/phone systems/agents are in place before the 5010 certification help desk became active.

New ticket system for Sun Micro System (Oracle) Tier One/Two Help Desk –Project Lead
The time frame given for this project was two months. Selections of materials were needed, training of the trainers, and the installation of the new system without any down time. There were 145 agents (7/24) to be trained in new system.

Discovered inventory and flow issue – Project lead
Discovery of issue and approval received for the flow issue between warehouse and Imaging Department. Received approval from my management on new project to increase flow of hardware to Imaging Department and eliminate down time. This improved the hardware flow to Imaging Department and also increased the output of hardware to the field.

Refresh of all Server/Unix servers – Team Project Lead
The budget for this project was 1.2 million. Coordinated the refresh of all NOC (Network Operations Center) servers. Upgraded all applications to ensure hardware matched or exceeded specifications. Scheduled the down time for transition of servers without interruption of services to the customer

Emergency Preparedness – Team Lead
Designed and documented what was needed to bring up the NOC (Network Operations Center) at an Iron Mountain facility in the event of a shutdown of the NOC (Network Operations Center). Coordinated the schedule for the Systems Administrators, Communications Engineers, and Help Desk

Setting up all Windows servers/exchange with MS Guideline for a new NOC – Team Project Lead
Responsible for the installation and configuration of all servers for a new NOC (Network Operations Center) on the Commonwealth of PA contract. Instituted the permissions on all shared folders.

Police/Security Instructor – Additional information provided on request
Security Background – ███████████ : Additional information provided on request
Police Officer, ███████████ **- to include investigations and all police training**: Additional information provided on request.4

SUMMARY OF QUALIFICATIONS:

An experienced Genesys Computer Telephony Integration (CTI) consultant and technical trainer.

Areas of experience include:

Genesys Certified Professional

TECHNICAL TRAINING

- Delivering highly-technical Genesys University training material in person, and online using Skytap cloud-based virtual machines and Adobe Connect and other collaboration applications
- Practicing effective classroom management regarding student question handling and pacing
- Pre-training consultation with customers
- Customizing course content to match customer requirements
- Setting up onsite and virtual classrooms

Genesys University Training Topics:

- Business Edition Cloud
- Interaction Routing deployment and script development
- Real-time and historical reporting installation and development
- Framework installation and troubleshooting
- Genesys Voice Platform IVR Solution installation and call-flow development
- Custom application development using Genesys Java and .NET SDKs
- Customization of Worskpace Web Edition through C# .dll development
- WDE Rebranding

GENESYS CONSULTING

- Installation and configuration of Interaction Workspace/Workspace Desktop Edition.
- Customization of Worskpace Web Edition through Configuration.
- Installation of Genesys Framework version 8.
- Reporting development using Genesys InfoMart historical and CCPulse+ real-time tools.
- Routing development using Interaction Routing Designer and Composer.
- Custom Reporting and Configuration client application development using the Genesys Platform SDK and C#.

RELATED EXPERIENCE

- Customization of instructional material
- Database Design and Management: Microsoft SQL Server, Oracle, Cassandra
- Audio file recording and editing using Sony Sound Forge and Goldwave
- Screen Capture Software: Camtasia Studio
- Website Development using ASP, ASP.NET, FrontPage, Dreamweaver, PHP
- Software and Hardware Installation, Support and Troubleshooting
- Operating Systems: Windows, Linux, Mac OSX, Android
- Written Reports and Documentation

WORK EXPERIENCE

Senior Technical Instructor, Genesys Laboratories, Inc., Daly City, CA   June, 2014 to Present

- Teach Genesys Framework, Routing, Reporting and IVR-related classes to Genesys customers, partners and employees.

- Furnish feedback for new and revised course content; also for certification exams.

- Participate as subject-matter expert in pre-sales consultations with prospective customers.

- Modify training materials to teach custom classes.

Senior Consultant,   March, 2011 to April, 2014

- For Genesys University, I taught various Genesys 8.1 deployment, reporting, SDK, and routing classes.

- Working for Genesys Professional Services, conducted regression and acceptance testing of a new Genesys Routing Strategy for the United States Postal Service

- Working for Genesys Professional Services, built a new Genesys 8.1 Installation on multiple Windows Server 2008 R2 virtual hosts in support of the roll-out of a new 500-seat call center in Columbus, Ohio. This environment features a combination of hot-standby and warm-standby redundant pairs of applications. The Genesys layers built include Management, Configuration, Media, Interfaces, and Services. I installed the real time and historical reporting components, CCPulse and CCAnalyzer. I installed Genesys Composer and built a web application to host an SCXML routing solution. I helped write the as built and run-book documentation.

- Provided rollout support for a Genesys/Cisco video interaction routing project for Bank of America.

- Researched PHP programming best practices and applied that knowledge in collaborating on project to assess the readiness of a homegrown mortgage industry workflow application in Ontario, Canada.

- As part of Online's "bench", I offered advice to help answer several routing and reporting questions raised by customers and fellow consultants.

Self-Employed Consultant November, 2008 to March, 2011

Genesys Reporting Analyst, ESRI, Inc. Redlands, CA   December, 2009 to March 2011

- Assumed role of Business-Side Lead and Subject Matter Expert in roll-out of Genesys InfoMart
- Wrote Genesys Platform Statistics SDK-based web application to feed Agent Group Capacity data to custom-built Wallboard Application.
- Extended existing C# Genesys SDK web application to report additional detailed statistics for ACD Queues and Queue Groups for voice, email and chat media.
- Wrote Genesys Configuration SDK-based GUI Application to generate XML file lists of Call Center objects for statistics applications.
- Built Microsoft SSRS-based Agent Skill search tool to streamline verifying skill assignments outside of Configuration Manager.
- Built Custom CCPulse+ templates and views utilizing thresholds, actions and advanced scripting.
- Provided advice to Business Analysts regarding availability and appropriateness of current and proposed metrics.
- Documented the definition and deployment status of Genesys Contact Center statistics.
- Conducted in-house training of Genesys configuration, routing and reporting concepts.

Genesys Labs, Daly City, CA   Ongoing From November, 2008

Contract Trainer, Genesys University

- Taught classes, as described above.

NIIT (USA), Inc. (Assigned to Genesys Telecommunications Labs, Daly City, CA) June 6, 2007 to November 2008

- As an NIIT employee, taught Genesys University Customer Interaction Management Platform Courses.

     ████████████   San Francisco, CA May 1, 2005 to June 5, 2007

- Wrote and executed plans to test █████ Phone Bank CTI initiatives related to the Enterprise Call Center Strategy Project.
- Developed a SQL Server database to store High Value Customer call metrics, and designed a process to download and process daily updates.

- Provided ad hoc reporting of High Value Customer calling patterns.
- Designed and deployed web applications to request Genesys Labs environment configuration changes, and to request small project work.
- Wrote run-books for the Genesys Labs configuration environment change process.
- Trained Phone Bank Operations users of Genesys Labs CCPulse and Configuration Manager applications.
- Provided day-to-day and after-hours on-call CTI support to Phone Bank business units.

██████████ Walnut Creek, CA November 2004 to May 2005

- For Kaiser Permanente, in Oakland, CA, improved the pre-deployment process of the Managed Workstation Initiative (MWI) by developing a Microsoft Access database tool to automatically process workstation inventory files. This application automated a previously manual process and reduced the effort required to apply this data by 90%. Reports generated using this application serve as the project's system of record.
- Performed Managed Workstation Initiative workstation data gathering, pre-deployment consultations, deployments, and post-deployment support.

██████████████ Concord, CA August, 1997 to February, 2004

Consultant, Applications Programming

- Set up and maintained a Genesys Labs Version 6.5 CTI Test Environment.
- Supported the field use of Genesys Labs 5.1 and 6.5 CTI Inbound and Outbound software.
- Performed Business Systems Analysis on Customer Satisfaction Survey Automation and Agent Staffing Reporting Projects.
- Developed a Visual Basic Genesys Labs Soft Telephone module, part of a consumer banking telemarketing application.
- Wrote application to process files into database-stored calling lists.
- Wrote Microsoft Access front-end to manage the Customer Satisfaction Survey offering rate and modify Agent Staffing levels.
- Wrote application to process Genesys Labs Router logs for data mining initiative to understand why certain routing events were taking longer than normal to process.
- Consulted with California Telephone Banking during their rollout of Genesys Labs Outbound Contact Solution (OCS).
- Consulted with Card Services regarding their upgrade to Genesys Labs OCS.
- Consulted on integrating Witness Systems with Genesys Labs T-Server and Avaya Switch.
- Wrote IVR Stop Payment, Funds Transfer and Bank Branch Divestiture Modules for Bank of America Texas and California.
- Expanded the Bank of America IVR Management Information Systems to provide feed to the Corporate Data Warehouse for data mining efforts.
- Developed Bank of America Texas web-based IVR reporting application.

Education: Bachelor of Science in Business Administration, ██████████████

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████████████████████

Qualifications Summary

- Successfully managed the migration of over 300 production servers on time
- Executed steady state cut-over plan for heterogeneous client environment of over 650 servers
- Ensured uninterrupted continuity of services for the client throughout the transition
- Delivered executive level reports on the current progress, client issues and resolutions, and projected schedule impacts
- Excelled in maintaining a close working relationship with both the client and multiple internal teams
- Achieved Lean Six Sigma Yellow Belt and Six Sigma White Belt designations
- Advanced user of project management productivity tools Microsoft Project and SharePoint
- Displayed considerable individual judgment and initiative in conducting the necessary operations within the management of projects

Skills

- Project Management
- Client Management
- Records Management
- Administrative and Technical Training Development and Delivery
- Exceptional organizational skills for prioritization and management diverse job duties

- Change Management
- Budget Management
- Conflict Resolution
- Meeting Coordination and Facilitation
- Ability to communicate clearly and effectively, both verbally and in writing
- Exceptional work ethic and professional integrity

Professional Experience

████ Harrisburg, PA
Contractor through ████████████████

Project Manager, 9/2015 to Present
Acting Project Manager, 7/2015 to 9/2015
Project Coordinator, 1/2015 to 7/2015

Manage a data center migration for the client, consisting of over 650 servers, 300 terabytes of data, four mainframes and 136 applications in multiple environments. Work with the client and team to gather

requirements, establish scope, and maintain an excellent relationship with the client, while resolving any issues resulting from the migration. Maintain risk register and coordinate mitigation strategies with client and vendor. Create and manage extensive project plan for all activities required by client and vendor. Conduct lessons learned workshops at the conclusion of each major migration event for continuous improvement contributions. Establish online status communication protocols for internal and external stakeholders. Work with the various teams, both internal and external to ensure a seamless transition, including coordinating activities with internal vendors and the client. Direct the work of a project coordinator in regard to documentation and tracking.

████████████████ - Harrisburg, PA

Contractor through ████████ **- IS Project Coordinator,** 5/2014 to 1/2015

Coordinated multiple project assignments including: collecting, analyzing and summarizing data and gathering user requirements in a team environment. Worked with business analysts, project managers and customers to develop project timelines and charters, define project scope, conducting and summarizing idealized design sessions, and overall project management.

████████████████████ – Harrisburg, PA

Office of the Chancellor

Strategic Project Specialist, 11/2011 to 5/2014

Executive Office Assistant, 7/2009 to 11/2011

Temporary Employee through   ████████ - Assistant to the Special Assistant to the Chancellor for Information Strategy, 10/2008 to 7/2009

Performed a variety of administrative and management support assignments including: collecting, analyzing and summarizing data, maintaining websites, managing the department budget, assisting and monitoring the help desk, and serving on multiple subcommittees. Served on multiple search committees to identify and recruit the qualified candidates for available positions. Provided project-based support to Executive level staff. Developed, designed and presented training on Microsoft Office Programs for Office of the Chancellor employees. Designated as Records Co-Manager. Responsible for planning and implementing the conversion of archive records into electronic format, including the supervision of a temporary employee to scan the documents. Designed the Labor Relations Records Document Library in MS SharePoint, including gathering user requirements and defining metadata. Arrange logistics, prepare agendas, gather updates from various stakeholders and maintain action items for meetings.

████████████████████ . – Milton, PA

Enterprise Services, Nucleus, Product Lifecycle Management

Project Lead Associate, 8/2005 to 10/2008

Lead a team of eight associates in the conversion of food ingredient specifications in various media to SAP. Assisted with the development and report design in SAP and built multiple Access databases for company use. Performed requirements gathering with users. Performed systems tests. Designed, built and maintained Access database that was used company-wide for this project. Able to manage, simplify, track and organize large amounts of data. Assisted in the interview, testing and training process of other

associates. Maintained a good rapport with vendors when interacting to obtain required documentation and answers to questions.

Technology

Software: MS Office Suite including Project, OneNote, Access, Visio, Excel, PowerPoint, Word), MS SharePoint, SAP, Back Office, Adobe, Incedo,

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Education

Bachelor of Arts, 12/2004

- Major: Biology

Pennsylvania Certified Public Manager, 6/2013

APPENDIX C - PROPOSAL COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
OFFICE FOR INFORMATION TECHNOLOGY
RFP# 6100035614

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

Offeror Information:	
Offeror Name	Genesys
Offeror Mailing Address	2001 Junipero Serra Blvd Daly City, CA 94014
Offeror Website	www.genesys.com
Offeror Contact Person	███████████
Contact Person's Phone Number	███████████
Contact Person's Facsimile Number	███████████
Contact Person's E-Mail Address	███████████████████
Offeror Federal ID Number	████████
Offeror SAP/SRM Vendor Number	211326

Submittals Enclosed and Separately Sealed:	
17 & 2 CDs	Technical Submittal
2 & 2 CDs	Small Diverse Business Participation Submittal
2 & 2 CDs	Cost Submittal

Signature	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:	████████████████████
Printed Name	Richard Brown
Title	SVP, Americas Field Operations, NA SALES ADMIN

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

Appendix D

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:

Genesys
Nora Tayiel
Account Executive
703-401-8154

Please provide a brief overview of the materials that you are submitting (e.g. bid proposal, grant application, technical schematics):

Redacted information in technical submittal, appendices, attachments for RFP response to RFP #6100035614.

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)

These materials are being provided as the revised and final response to RFP #6100035614.

Please provide a list detailing which portions of the material being submitted you believe constitute a trade secret or confidential proprietary information, and please provide an explanation of why you think those materials constitute a trade secret or confidential proprietary information. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)

Note: The following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor's cost proposal
- Information submitted as part of a vendor's technical response that does not pertain to specific business practices or product specification
- Information submitted as part of a vendor's technical or disadvantaged business response that is otherwise publicly available or otherwise easily obtained
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth

Page Number	Description	Explanation
Tech Submittal Cover	"Presented by:"	Genesys Employee information
App C	Proposal Cover Sheet Contact info & official signature	Genesys Employee information
Genesys Cover Letter	Signature	Genesys Employee information
2	Second bullet list, third & fourth bullets	Genesys technical specifications
4	First paragraph under figure 1	Genesys financial revenue information
Sect 1.2, p. 8-9	"The Genesys Solution" second paragraph, bullet list	Genesys technical specifications
Sect 1.2, p. 9	Margin quote	Genesys customer name
Sect 1.2, p. 10	Margin notes	Genesys system/product details
Sect 1.2 p. 12	Margin quote	Genesys customer name

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.

███████████████████	NA & Corporate Controller	04/28/2016
Signature	Title	Date

Appendix D – Additional page

Trade Secret/Confidential Proprietary Information Notice

Page Number	Description	Explanation
Sect. 1.2, p. 13	First paragraph;	Genesys technical specifications
Sect. 1.2, p. 13	Second paragraph	Genesys customer information
Sect. 1.2, p. 16	Paragraphs 1-4	Genesys technical specifications
Sect. 1.3 , p.22	First paragraph	Genesys security information
Sect 1.3, p. 25	2. a.	Genesys technical specifications
Sect 1.3, p. 28	Figure 5	Genesys technical specifications
Sect 1.3, p. 30	Figure 6	Genesys technical specifications
Section 1.3, p. 38	Figure 7	Genesys technical specifications
Section 1.3 p. 38	Last paragraph	Genesys technical specifications
Section 1.3, p. 40	Last paragraph	Genesys technical specifications
Section 1.3, p. 41	Figure 8	Genesys technical specifications
Section 1.3 p. 42	First paragraph	Genesys technical specifications
Section 1.3, p.42	I., 1. First response	Genesys security information
Section 1.3, p. 44	I., 2. Third paragraph	Genesys security information
Section 1.3, p. 44	I., 3. First paragraph	Genesys security information
Section 1.3, p. 45	I., 5. Second paragraph	Genesys security information
Section 1.3, p. 46	I., 6. Fourth paragraph	Genesys security information
Section 1.3, p. 47	M., First paragraph	Genesys security information
Section 1.3, p. 48	Figure 9	Genesys security information
Section 1.3, p. 58	C. 3	Genesys technical specifications
Section 1.3, p. 60	D. First paragraph	Genesys technical specifications
Section 1.3, p. 61	E. Second paragraph	Genesys technical specifications
Section 1.3, p. 61	F. First paragraph	Genesys technical /contractual specifications
Section 1.3, p. 62	Figure 10	Genesys technical specifications
Section 1.4, p. 74	Margin quote	Genesys customer name
Section 1.5, p. 78	Paras 1-4	Genesys and Info-Matrix employee names
Section 1.5, p. 79	Paras 1-5	Genesys and Info-Matrix employee names
Section 1.3, p. 80	Figure 13	Genesys/Info-Matrix Organizational Chart
Technical Submittal, Attachments	Attachment 10: Genesys Support Guide Care for the Cloud	Genesys Technical and Security information
Technical Submittal, Attachments	Attachment 13_2013-2014 Genesys Financials	Genesys Financial Information
Technical Submittal, Appendix F	Project References	All Genesys Customer Information
Technical Submittal, Appendix G	Appendix G Personnel Experience	Genesys and Info-Matrix employee names
Technical Submittal, Appendix G.	Resumes 1-6	Genesys and Info-Matrix employee names and contact information, company names, and universities/colleges
Technical Submittal, Appendix L	ECCS Requirements Matrix	Column E "How is Requirement Met?" Technical specifications
Technical Submittal, Appendix L	Genesys Appendix L Attachment_8.1_ Care for the Cloud	Genesys Technical and Security specifications
Technical Submittal ,	Attachment L _Screen Shot Attachments	Genesys Technical specifications

Appendix L		
Technical Submittal, Appendix V	Sample Monthly Report_MMYYYY	Genesys Technical specifications
Technical Submittal, Appendix W	Cloud MACD	Genesys technical specifications
Cost Submittal, Genesys Cover	"Presented by:"	Genesys Employee information
Cost Submittal App C	Cost Submittal Cover Sheet Contact info & official signature	Genesys Employee information
Small Diverse Business Participation Cover	"Presented by:"	Genesys Employee information
Small Diverse Business Participation App C	Small Diverse Business Participation Cover Sheet Contact info & official signature	Genesys Employee information
Small Diverse Business Participation App H	Letter of Intent	Genesys and Info-Matrix employee information

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.

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If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.

Signature	NA & Corporate Controller	04/28/2016
	Title	Date

PROJECT REFERENCES

Genesys®

APPENDIX G

PERSONNEL EXPERIENCE BY KEY POSITION

POSITION (Include at least one row for all positions identified as Key Positions in II-5 of the RFP, as well as any additional positions you've identified as integral to the work delineated in your proposal.)	PERSONNEL NAME (Identify by first/last name the person who will fulfill this position.)	COMMITMENT (Provide the percentage of this person's time to be committed to the proposed project.)	PERSONNEL EXPERIENCE			
			# YEARS PRIOR EXPERIENCE IN POSITION (List the number of years this person has acted in the same role on prior projects similar in nature to the proposed project.)	OTHER RELEVANT EXPERIENCE (Provide a brief narrative of other experience this person has had that may be relevant to his/her role in the proposed project.)	EDUCATION (List all postsecondary degrees completed for this person.)	OTHER PROFESSIONAL QUALIFICATIONS (List any certifications and/or professional memberships for this person that may be relevant to this position.)
Project Manager	▋▋▋▋	100%	21	PMP, Call Center Implementation Experience	BS-MIS	IS Certified, Cisco ICM Admin Training, Novell CNE
TSME	▋▋▋▋	100%	20	Contact center solution engineering professional with experience in analysis, architecture, design, development and pre & post-sales support	BS –CIS	
ISME	▋▋▋▋		15	Commonwealth of PA Experience	BA MS	
Incident Manager	▋▋▋▋	100%	10+	Call Center Experience, Risk Management Experience	Police Academy	

Trainer	▮▮▮▮▮	100%	6	Experienced Genesys Computer Telephony Integration (CTI) and technical trainer	BS – Business Administration	Genesys Certified Professional
Reporting Specialist	▮▮▮▮▮	100%	10	Successful Project Manager and Reporting Manager with extensive DHS experience	BA-Biology PA Certified Public Manager	

Revision 12.17.12

APPENDIX J
Domestic Workforce Utilization Certification

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

I, Terri Schexnaydre, North America and Corporate Controller of Geneys Telecommunications Laboratories, Inc., a California corporation or other legal entity, ("Contractor") located at 2001 Junipero Serra Boulevard, Daly City, CA 94014, having a Social Security or Federal Identification Number of 94-3120525, 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

☒ One hundred percent (100%) 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: None

The Department of General Services 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:

Genesys Telecommunications Laboratories, Inc.
Corporate or Legal Entity's Name

12/30/2015

12/30/15

Signature/Date

Signature/Date

Brandon Hughes/Vice President, Finance
Printed Name/Title

Terri Schexnaydre/NA&Corporate Controller
Printed Name/Title

Category	Req #	Business Requirements	Requirement Type	How is requirement met?	Explanation
	1.1	The selected Offeror shall provide a contact center solution that can handle a wide range of call volumes and concurrent logged in agents and supervisors as represented within Appendix U, Reporting Examples. The Offeror shall describe their contact center solution including the amount of concurrent interactions that can be handled.	required		Genesys offers a broad set of capabilities, delivered by a highly reliable cloud infrastructure. Genesys Cloud supports contact centers with a handful of agents up to contact centers with tens of thousands of agents. This flexibility and scalability is great for entities that need to scale up and down on a seasonal or event-driven basis, providing the capacity and features for peak times in the most efficient way. There is no theoretical limit on the number of supported agents as some of the largest current Genesys Cloud customers operate in excess of 20,000 seats.
	1.2	The Offeror shall provide a contact center solution that can route calls to multiple end points such as IPT, mobile, and analog with the ability of the agent to define depending on location of shift. The Offeror shall describe their ability to route calls to multiple endpoints and any limitations that their solution may have in delivering calls.	required		Genesys Cloud offers flexibility in voice delivery options. These options can take the form of direct SIP voice paths, such as softphones on the agent's PC, or a SIP hard phone registering against a SIP server in the Genesys Cloud. Genesys Cloud can support full PSTN delivery to an agent's DID, landline, or mobile. Traffic can traverse the PSTN, MPLS, or public internet for remote agents. Either the delivery destination can be hard set in the configurations or presented to the agent upon log in. This option is easily configured in the system, allowing flexibility for different groups and circumstances.
	1.3	The selected Offeror shall provide a multi-tenant cloud based solution that requires no on premise equipment. This solution is required to support multiple agencies with multiple instances per agency.	required		The Genesys cloud solution contains both single-tenant and multi-tenant components. The proposed solution is capable of meeting the requirements of multiple agencies with multiple instances.
	1.4	The selected Offeror shall provide a solution that will accommodate hearing and visually impaired agents and supervisors. The Offeror shall describe their ability to accommodate hearing and visually impaired agents and supervisors.	highly desirable		Genesys Suite is compliant with Section 508 and related accessibility standards when used in conjunction with Accessible Tooling with the use of sufficient tool scripting capabilities. The Genesys accessibility program seeks to: • improve on the general development principles on a technological level • practice enhancing interoperability with accessibility tools in general per the guidelines of Section 508 and WAI, focusing particularly on newer web-based presentation layer elements and those with the largest number of users. While Genesys does not advocate any specific tool, Genesys uses Freedom Scientific JAWS internally to validate outcomes of changes made to these principles and practices where appropriate. The Genesys accessibility program actively strives to make ongoing continuous improvements in this area. Using information based on assessment with the JAWS accessibility, Genesys solutions made significant enhancement improving the out-of-the-box interoperability with Accessible Tooling

Category	Req #	Business Requirements	Requirement Type	How is requirement met?	Explanation
	1.5	The selected Offeror shall provide access to agent interface through public Internet without the use of VPN. The Offeror shall describe and provide an example of their agent interface, including how agents log into the platform to receive calls.	highly desirable		The agent interface (Workspace Web) is a fully browser-based utility. Depending on the security requirements of the customer, they can access this agent interface via public internet or over a VPN. Because Workspace Web resides in the browser, it is very simple to roll out and the agent interface has the familiar look and feel of many web apps. In the supplemental items, please refer to Appendix L attachments: " 1.5 - Workspace Web - Login", "1.5 - Workspace Web - Select voice path", and "1.5 - Workspace Web - Inbound Call" as examples of the interface.
	1.6	The selected Offeror shall provide a tool accessible from mobile devices for emergency open and closures of call centers. The Offeror shall describe the process Contract Participants can use for emergency open and closures of call centers.	required		Because the toolset is fully browser-based, you can administer these settings from a mobile device. You can access the web-based responsive HTML5 interface via any device, including mobile devices, to change the IVR flow to announce a closure or reopening of a contact center. In the supplemental attachments in Appendix L attachments, please find two screenshots relevant to activating an emergency closure flag in the system. The first is entitled "1.6 – Portal – Mobile" and it shows the main portal to the Genesys Cloud system as rendered on an iPad. The second is entitled "1.6 - Designer - Emergency Flags - Mobile" and it depicts the emergency flag utility as rendered on an iPad. Only approved users have permission to make changes, as individual login credentials are the basis for access control.
	1.7	The selected Offeror shall provide a drag and drop or graphic interface utility for the manipulation and construction of call flows. Contact center administrators should have full access and control over all aspects of call flow with the ability to make changes on their own should they so choose. The Offeror shall describe the tool to be used by administrators.	highly desirable		The Genesys Cloud includes powerful GUI toolsets for constructing and manipulating call flows and other areas of system performance. These browser-based utilities use a drag and drop interface for flow creation. This allows not only for building and maintaining of call flows, but also for saving modular components for easy reuse. An individual login is the base for access control, with varying levels of access available for different user types. In the Appendix L Attachments please find "1.7 - Designer - Application" for a screenshot view of this capability.
	1.8	The selected Offeror shall provide a solution that can handle multiple customer interfaces such as email, chat, social media, and SMS. The Offeror shall describe their ability to handle multiple interfaces and shall include the interfaces that are compatible with their solution and a list, if any, of those that are not compatible.	required		Genesys cloud presently supports voice, email, and webchat. Genesys also offers a unified web-based agent desktop tool, so that agents may stay within one tool to respond to each of these contact channels. Future releases plan to include Social Media and SMS. Depending on the selected solutions, Genesys has the ability to support the different channels in a seamless omnichannel fashion that uses a universal routing queue for all interactions and carries forward context as a customer moves from one channel to another.

Category	Req #	Business Requirements	Requirement Type	How is requirement met?	Explanation
Core Features 1.0	1.9	The selected Offeror shall provide a solution that has built in redundancy, high availability, and automatic failover in the event of disasters or platform unavailability that prevents the loss of call distribution. The Offeror shall describe their solution for redundancy, high availability, and automatic failover.	required		Based on proven technology, a global network of data centers deploys Genesys Cloud. Twin facilities located in geographically disparate locations provide service for US customers. Those facilities are built as high availability data centers with N+1 redundancy at each layer of the system.Each datacenter has sufficient capacity to serve as a full backup for the other. In the event of a catastrophic problem at one facility, traffic can swing completely to the alternate site. Genesys staff monitors the operation of the Genesys Cloud 24x7x365, ensuring rapid response to any issue.
	1.10	The proposed solution shall have the ability to easily move agents between tenants. The Offeror shall describe how an agent is moved between tenants.	desirable		The proposed Genesys solution include individual tenants for large contact centers and a multitenant system for smaller centers. For large contact centers, agents are tied to the instance. For smaller centers, agents can move between tenants.
	1.11	The proposed solution shall have the ability for a "phone only" log in for agents. The Offeror shall describe their solution for "phone only" agent log in.	desirable		Genesys allows for flexibility in the methods in which agents access the platform. For "Phone only Agents" the agents will have the ability to log into the platform by calling into a pre-built IVR and declaring the location of their Phone. In addition to this dial in functionality, the Genesys Cloud desktop functions on smartphone devices (iPhone, Android) which can be used as another method of logging in.
	1.12	The selected Offeror shall provide the agents the ability to select dispositions and/or wrap up codes for defining the subject of an interaction as well as customizable unavailable (agent not ready) codes that are reportable. Agents should have the ability to select unlimited number of dispositions for any given contact as well as add free form text or notes. The Offeror shall describe their solution for disposition/ wrap up codes and any limitations on number of dispositions that can be selected.	required		Genesys fully supports this feature. Dispositions are fully customizable and can be either optional or mandatory upon wrap-up of the call. Disposition reports are also available. To simplify reporting, an agent may only select a disposition when completing an interaction; however, you, as the client, have unlimited dispositions as selection choices, including composite dispositions. Also available are free-form notes that become part of the caller's record. In the Appendix L Attachments, please refer to "1.12 - Workspace Web - Call dispositions" and " 1.12 - Workspace Web - Call notes" for screenshots of these capabilities.
	1.13	The selected Offeror shall provide a solution that includes, but is not limited to, basic to enhanced system feature package, agent feature package set, supervisor feature package set, and administrator feature package. The Offeror shall describe, in detail, their agent, supervisor, and administrator feature package.	required		Genesys Cloud supports individual or group level permissions. The most commonly grouped permissions are agents/users, supervisors, and administrators. Agents have access to any area of the system necessary to perform their job, while supervisors have expanded access to monitoring, reporting, and other areas relevant to their responsibilities. Administrators have full access to the system with the ability to manipulate the behavior of the system, as well as configure user settings.
	1.14	The selected Offeror shall provide the ability for call monitoring for quality or training purposes and should allow for administrators the ability to limit users that have access to this feature.	required		Genesys fully supports this feature and access can be controlled on a per-user basis.

Category	Req #	Business Requirements	Requirement Type	How is requirement met?	Explanation
	1.15	The selected Offeror shall provide the ability to restrict visibility between business areas within any given tenant and between tenants. The Offeror shall describe how their solution restricts visibility between business areas within any given tenant and between tenants.	required		A combination of multi-tenant systems with logical separation restricts the visibility between business areas.
	1.16	The selected Offeror shall provide the ability for calls to automatically transfer between all agency tenants and outside numbers without a caller having to hang up and dial another number. The Offeror shall describe how calls can be transferred between tenants and outside numbers.	required		The system is capable of making internal or external call transfers. External calls can be bridged transfers.
	1.17	The selected Offeror shall have the ability to port and maintain each local and toll free inbound number onto their platform for use with the contact center services. The Offeror shall describe how their solution accepts local and toll free numbers for use with the contact center.	required		Fully supported. Genesys assists with transitioning existing phone numbers onto the Genesys Cloud. This transitioning can take two forms: you might choose to bring your voice traffic to the Genesys Cloud via your current voice carrier(s), or this transitioning might take the form of a DID transfer or a toll-free RespOrg transfer to a Genesys-provided voice service.
	1.18	The selected Offeror shall provide the ability to route calls to agents based on selected skills. The Offeror shall describe their skill based routing feature.	required		Skills-based routing is a Genesys strong suit. The Genesys solution provides for extensive routing options based on skill levels, which can take the form of single skill agent routing decisions or complex blends of multiple skills. Skills-based routing strategies can be static or dynamic, adjusting for volumes, service levels, and more. The system can route calls to agents based on a proficiency threshold for a given skill. The routing strategy supports lowering the skill threshold required based on how long a caller has been waiting. Use of composite skills allows routing based on multiple skills.
	1.19	The selected Offeror shall provide a dial by extension feature where administrators can assign a predefined extension, through the contact center, where callers can dial and reach a specific agent. The Offeror shall describe their dial by extension offering.	required		Genesys supports this feature by treating the extension number as a skill and leveraging its skill-based routing scheme. Only one agent is associated with each extension/skill.
	1.20	The selected Offeror shall provide voicemail capabilities through the contact center where callers can leave a message and it be delivered as an interaction or delivered to an email address. The Offeror shall describe their voicemail solution.	required		The Genesys Cloud offers group voicemail. After the customer leaves a voicemail, business rules are applied to route the voicemail to the appropriately skilled agent. These voicemails appear as tasks for the agent.
	1.21	The selected Offeror shall provide a directory and address book that provides the ability for agents to click to call other agents, skill groups, or speed dial frequently dialed numbers. The Offeror shall describe their directory and address book offering.	required		The standard agent desktop routes call by agent name, skill, or functional group (supervisors). The address book is a drop-down list with a sortable and searchable interface. Agents can also define favorites that can include frequently dialed external numbers or they can enter a new external number.

Category	Req #	Business Requirements	Requirement Type	How is requirement met?	Explanation
	1.22	The selected Offeror shall provide the ability to set priorities to initial, reskilled, or overflow interactions to allow selected interactions be placed at the top of a queue. The Offeror shall describe their solution for prioritizing contacts.	required		Genesys offers the most comprehensive routing capability in its industry. Customers can define the business rules to allow for all of these scenarios.
	1.23	The selected Offeror shall provide, at the request of individual agencies, professional services to consult and make recommendations on optimizing user experience and implementing contact center best practices.	required		A full professional services team comprised of experienced personnel is available at the Commonwealth's discretion. This team can include business-consulting experts to assist with the development of phased implementation approaches.
	1.24	The selected Offeror shall provide the ability for administrators to predefine holidays or special routing days. The Offeror shall describe how their system handles time of day routing, holidays and special routing based on dates and times.	required		You can easily define and administer special days in the same utility that handles emergency openings and closures. This browser-based utility is login protected. In this utility, users can manipulate holidays and special routing rules. This utility also provides for altering business hours. In the Attachment L attachments, please see "1.24 - Designer - Special days" and "1.24 - Designer - Business hours" for screenshots.
Billing and Invoicing 2.0	2.1	The selected Offeror shall establish funding streams for and initiate billing via the Commonwealth's ITSM ordering and billing tool.	highly desirable		The Genesys assigned account team will work with the Commonwealth to establish funding streams and initiate billing.
	2.2	The selected Offeror shall utilize what is built in the administration and configuration utility, currently Service Now, or similar tool for inventory, billing and ordering of agent, supervisor, and porting licenses.	highly desirable		The Genesys assigned account team will work with the Commonwealth to leverage existing administration and configuration utility.
	2.3	The selected Offeror shall provide the ability to inactivate agents putting them into a hibernated state to avoid and reactivated when needed. The Offeror shall describe the ability to inactivate and reactivate agents.	required		This question can be answered from two perspectives, billing and technical. From a billing perspective, the Geneseys Cloud solution permits users to "flex" up and down, maintaining a minimum contracted monthly amount of users. In this way, the Commonwealth can scale up during busy periods and scale back to their minimum during slower periods. The Genesys Cloud solution also provides the ability for agents to be inactive and active by setting their agent state to Not-Ready and Ready as needed as well as logging in or logging out. In either case, the Genesys solution would not send the agent any interactions to process while they were in a Not-Ready state or logged off until their state has changed back to logged in and ready.
	2.4	The selected Offeror shall provide a quarterly cost analysis for each instance to ensure the environment is appropriately sized and billed of the business area's needs.	highly desirable		Genesys assigns a Genesys Customer Success Manager (CSM) to the Commonwealth as part of the dedicated account team. The CSM conducts Quarterly Business Reviews that covers this topic along with others.

Category	Req #	Business Requirements	Requirement Type	How is requirement met?	Explanation
Training and Education 3.0	3.1	The selected Offeror shall be responsible for training all administrators, agents, and supervisors prior to turn up of any call center or add on features. Training should include, but is not limited to contact center functionality, reporting, and dashboard functions. The Offeror shall describe all training classes and resources that will be made available to Contract Participants.	required		Genesys offers customers continuing education and product training through e-learning modules and video-based modules. There is also class-based training for administrators and high-level administrators. Genesys web-based training includes content for administrators, agents, supervisors, and users of its design and reporting tools.
	3.2	The selected Offeror shall submit all training material and class outlines to the commonwealth for approval prior to them being made available to Contract Participants.	required		Genesys University will work with the Commonwealth on class room training agendas and has no problem with submitting this training material for approval.
	3.3	The selected Offeror shall provide ongoing training on all facets of the platform through the life of the contract. The Offeror shall describe their ongoing training offerings.	required		Genesys offers customers continuing education and product training through e-learning modules and video-based training modules. Genesys eLearning courses and topics are continually updated as new features evolve.
	3.4	The selected Offeror shall update end user guides and training materials as applicable or requested by the commonwealth.	required		Genesys maintains user guides and training materials are available to the Commonwealth at all times.
	3.5	The selected Offeror shall provide detailed training on billing and invoicing prior to turn up of any call center or add on features.	highly desirable		This can be contracted as a billable effort.
	4.1	The selected Offeror shall provide the commonwealth with full reporting packages as referenced, but not limited, to those described in Appendix U, Reporting Examples. The Offeror shall describe their reporting packages and provide examples of reports that can be generated.	required		The proposed Genesys solution includes comprehensive reporting that is built on industry leading reporting tools and technologies. Please refer to "4.1 - Listing of canned reports" in the Appendix L attachments for a list of the canned reports.
	4.2	The selected Offeror shall provide each contact center reports that are clearly understandable by each agency and program area and must have the ability to be exported in formats acceptable to the commonwealth such as .xls, .pdf, and .csv	required		Genesys provides multiple out-of-the-box reports commonly created in contact centers, as well as customizable reports. You can export these reports in pdf, excel, csv, or html formats.
	4.3	The Offeror shall provide a complete dictionary of reporting terms that clearly defines metrics each report is displaying, examples can be found, but not limited to, in Appendix U, Reporting Examples.	highly desirable		Fully supported.

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Category	Req #	Business Requirements	Requirement Type	How is requirement met?	Explanation
Reporting 4.0	4.4	The selected Offeror shall provide the ability for each contact center to build custom reports for their business needs. The Offeror shall describe and provide examples of custom reports that can be generated.	required		Accessing Genesys Cloud's reporting capabilities requires a user login basis. This access means that each user can create their own customized reports for either the real-time report dashboard or the historical reporting engine. For real-time dashboards, a widget-based approach allows for either the customized configuration of pre-built widgets or building custom widgets from scratch. SAP BusinessObjects, a leader in reporting, builds the historical reports.
	4.5	The selected Offeror shall provide a real time dashboard displaying current status of contact center and queues for each call center. The dashboard should be capable of segmenting views by all agency's tenants or by specific tenant. The Offeror shall describe and provide an example of their real time dashboard.	required		The Genesys solution includes real-time reporting tools that are fully configurable on a per-user basis. This dashboard includes the ability for users to customize the information display and formatting of that information. Please refer to the Appendix L attachment entitled "4.5 - Pulse Dashboard view" for a screenshot of this utility.
	4.6	The selected Offeror's dashboard should be fully customizable by the agency and have the ability to be displayed in large format for monitors or television sets.	required		Fully supported
	4.7	The selected Offeror shall provide the ability for an administrator or supervisors to view dashboards and call reporting for multiple contact centers simultaneously. The Offeror shall describe how administrators and/or supervisors can view dashboards and reporting for multiple contact centers simultaneously.	highly desirable		The Genesys cloud provides a data feed from each tenant to allow for views across tenants.
	4.8	The selected Offeror shall provide solution metrics to include but not be limited to those in Appendix U, Reporting Examples. The Offeror shall provide a comprehensive explanation as to how metrics are derived.	required		Please refer to "4.1 - Listing of canned reports" in the Appendix L attachments for a list of the canned reports. Each report has a complete glossary, explaining the meaning of each component.
	4.9	The selected Offeror shall provide the same call reporting details during failover or any contingency state as during normal operations.	highly desirable		In the event of a major issue at one data center, the Genesys Cloud solution fails over to a hot alternate facility, which provides the same call reporting details as ones reported during normal operations.
	4.10	The selected Offeror shall provide the ability of scheduling of reports as well as the ability to run reports remotely and/or have the scheduled reports emailed to multiple email addresses.	highly desirable		Fully supported.
	4.11	The selected Offeror shall provide reporting metrics, where results are time based, be displayed as HH:MM:SS.	highly desirable		Fully supported.

Category	Req #	Business Requirements	Requirement Type	How is requirement met?	Explanation
	4.12	The selected Offeror shall provide, in a readable format approved by the Commonwealth, a monthly system availability report detailing overall solution availability in a drill down format showing component availability at a contact center level. This report will also detail any events or incidents that have had an impact on availability of services.	required		The system availability reports are available monthly.
	4.13	The selected Offeror shall provide Line of Business reporting, in a readable format that should include daily, weekly, monthly, and yearly metrics based on the types of issues that are being handled by its help desk. The Offeror shall provide examples of their Line of Business reporting.	required		Help desk reporting is available to the end customers.
	4.14	The selected Offeror's Help Desk system shall generate monthly reports, separate for each Contract Participant, which lists with details all of the trouble tickets opened for that particular month. Reports shall be generated in a readable format accepted by the Commonwealth such as .pdf, .xlsx, or .doc. The Offeror shall provide examples of summary and detail reports from the help desk system that will be provided to the Commonwealth.	required		Help desk reporting is available to the end customers.
	4.15	The selected Offeror shall provide the ability to export historical reporting data, in a readable format, to individual agency external repositories such as, but not limited to, sql, pdf, xlsx, and doc. The Offeror shall describe and provide examples of historical reports in their readable format.	required		The Genesys Cloud system exports historical reports in .xlsx, .csv, or .pdf formats. Please refer to the Appendix L attachment entitled " 4.15 - Agent Utilization Report" for a sample in PDF format.
	5.1	The selected Offeror shall provide the ability for recording 100% of interactions, as required by individual contact centers, or partner with an established recording solution upon approval of the Commonwealth. This solution assumes the Offeror, or its subcontractor, will provide and maintain the hardware and the commonwealth will have full administrative control and access to all recordings. Said records will comply with HIPPA, IRS and Commonwealth of Pennsylvania security and retention guidelines. The Offeror shall describe, in detail, their recording solution.	required		The Genesys Cloud solution is capable of recording up to 100% of interactions, either through voice alone or with an agent screen capture. There is no on-premises equipment required for this recording. The Genesys Cloud solution handles voice recording without any type of plugin or client on the agent's PC; recordings happen as the call passes through the cloud infrastructure. In desktop recording, a small application resides on the agent's PC. This application uploads the local recording of any agent desktop video to the cloud. Recordings are stored on a per-GB, per-month basis, which lets the Commonwealth to pay only for what they need. The Commonwealth can download recordings for long-term storage at their discretion.
	5.2	The selected Offeror shall provide the ability to interface with agency servers to have recordings automatically download for retention. The Offeror shall describe how their solution allows for offloading of call recordings.	required		This is the recommended approach for long-term storage of recordings. Most customers use a daily scheduled download that retrieves recordings before their duration time (that recording are kept in the cloud) expires. This download typically takes place via FTP or SFTP.

Category	Req #	Business Requirements	Requirement Type	How is requirement met?	Explanation
Add On Features 5.0	5.3	The selected Offeror shall ensure the hardware and Offeror network utilized for recordings is sufficient to meet the call recording requirements. The Offeror shall describe the hardware and network used to meet the Commonwealth's recording needs. Additional detail regarding call recording requirements may be found in Section IV-3.E.	required		On-premise hardware components are not required for call recording. Because the media path passes through the Genesys Cloud network, that layer captures the audio and eliminates the need for on-prem equipment. Genesys maintains sufficient infrastructure to transport, record and store calls in the same high-availability data center facilities that house the rest of the Genesys Cloud solution.
	5.4	The selected Offeror shall provide a Workforce Management/ Workforce Optimization solution or partner with an established WFM/WFO provider upon approval of the Commonwealth. This solution should include, but is not limited to the following features: forecasting, adherence	highly desirable		The Genesys Cloud solution has a complete workforce management component. Please refer to "5.4 - Workforce Management" in the Appendix L attachments for a screenshot of this utility.
	5.5	The selected Offeror shall provide integration with customer relationship management tools in use with the Commonwealth. Listing of current CRM tools can be found in Section IV-3.E, Interfaces. The Offeror shall provide a complete listing of all CRM tools that are	required		Genesys has experience in integrating most industry available CRM platforms into the Genesys Cloud. The level of effort depends on the CRM used. Salesforce, Zendesk, and Netsuite use pre-built adapters.
	5.6	The selected Offeror shall provide, at the request of an individual agency, alternate call treatment options when port capacity is reached such as voicemail, prerecorded message, or busy signal. The Offeror shall describe the alternate call treatment options.	required		The Genesys Cloud incorporates customer provided business rules to address capacity limits. These business rules can include voicemail, reprioritization, and/or resetting required skills to expand the available agent pool. With appropriate planning, Genesys provides a buffer well above the planned peak capacity to minimize the potential of a busy signal.
	5.7	The selected Offeror shall provide the ability to trigger a web based (URL) screen pop when agents receive interactions. The screen pop should have the ability to pass caller entered information that can then be passed to the receiving agent. Information entered into the contact center and passed to the screen pop shall be encrypted. The Offeror shall describe their screen pop abilities.	required		The Genesys Cloud solution provides for screen pop functionality. The most commonly used functionality is a web-based frame in the Workspace Web agent interface. The mechanism behind this includes the Genesys infrastructure passing data to the external system through the use of web services, and the relevant customer information populating in the frame. Workspace Web also maintains customer contact information, which can auto-populate a customer's history based on previously entered information, ANI, or other factors.
	5.8	The selected Offeror shall provide the ability, at the request of an individual agency, for users to utilize single sign on including, but not limited to, contact center platform, dialer, and IVR platforms. The Offeror shall describe their ability to provide single sign on and the level of effort required.	required		Single sign-on (SSO) is a roadmap item and is expected in an upcoming release. When it is available, SSO functionality will be part of the out-of-the-box solution and will come at no additional cost.

Category	Req #	Business Requirements	Requirement Type	How is requirement met?	Explanation
	5.9	The selected Offeror shall provide comprehensive technological solution that includes, but is not limited to, automatic speech recognition, management of high call volume, outbound dialing campaigns, interactive voice response, advanced call routing based upon automatic number identification (ANI), dialed number identification service (DNIS), geographic location and customer inputs. The Offeror shall describe and provide examples of their solution for automatic speech recognition, management of high call volumes, and advanced call routing options.	required		The proposed Genesys solution has a broad range of capabilities for treating and routing calls. These include a top-rated IVR system with speech recognition capabilities from the world leader in ASR technology. Customers using Genesys Cloud are free to implement an unlimited number of IVR applications. Outbound capabilities are also available for both automated and live agent calls. Call routing is handled by one of the most advanced skills-based routing engines in the business, capable of making dynamic adjustments based on complex business rules. Finally, the Genesys Cloud infrastructure provides the ability to rapidly scale and manage periods of high volume. This flexible approach allows for peak capacity when needed, and lower costs when not needed.
Steady State Support 6.0	6.1	The selected Offeror shall provide ongoing support for changes, repairs, and general questions regarding the product. The Offeror shall describe, in detail, their support for changes, repairs, and general questions regarding the product. The description shall include which department of the Offeror's company handles each area and how the Contract Participants contact these departments.	required		Genesys Customer Care is a dedicated department that provides support for changes, repairs, and general questions regarding the product. Clients use a web-based portal to create tickets for required support. Depending on support plan in place, customers can contact Genesys Customer Care through phone, email, case management portal or mobile app.
	6.2	The selected Offeror shall integrate outages, repairs, and service requests into the commonwealth's IT Service Management (ITSM) tool as referenced in Section IV-3.F, Solution Support.	required		Genesys integrates with JSON or XML based RESTful web services.
General Requirements 7.0	7.1	The Offeror shall provide a universal rate structure which charges the same rates for the same services statewide, regardless of service distance, and/ or geographical area.	required		Genesys is willing to negotiate a universal rate structure for the Commonwealth and its agencies.
	7.3	The selected Offeror shall integrate with the commonwealth's current and future IT Service Management tool(s). Currently this tool is Service Now.	required		Genesys integrates with JSON or XML based RESTful web services.
	8.1	The selected Offeror shall have a 24x7x365 Service Desk to support the Commonwealth contract participants. Offeror shall describe how it manages an issue reported affecting 1-10 users. Offeror shall describe how it manages an issue affecting one contact center. Offeror shall describe how it manages an issue affecting more than one contact center. Response shall include but not be limited to; how the issues is logged and reported, escalated, how notifications are made.	required		Genesys Customer Care provides 24x7x365 support option. Please refer to the Appendix L attachment entitled "8.1 Support Guide - Care for the Cloud" for detailed information on Genesys support.

Category	Req #	Business Requirements	Requirement Type	How is requirement met?	Explanation
Solution Support 8.0	8.2	The selected Offeror shall ensure that the help desk will be located within the United States.	required		Our SDB partner, who is located in Pennsylvania, provides Tier 1 support. Genesys Tier 2 support is primarily located in North America with additional help desks located across the globe in order to provide worldwide 24x7x365 support to our customers.
	8.3	The selected Offeror's Help Desk shall serve as a single point of contact for any and all incidents, repairs, and outages for all services provided by the Offeror.	required		Fully supported.
	8.4	The selected Offeror shall not reject or refuse to accept a trouble ticket based on incomplete troubleshooting or information provided by contract participants.	required		Fully supported.
	8.5	The selected Offeror shall accept individual trouble tickets referencing the same incident from more than one contract participant.	required		Fully supported.
	8.6	The selected Offeror shall follow the Commonwealth's Outage Notification process as documented in Appendix O, Incident Management Process.	required		Genesys accepts the Commonwealth's Outage Notification Process as documented in the "Voice and UC Outage Notification Process."
	8.7	The selected Offeror shall generate a help desk ticket and notify contract participants upon detection when critical alerts or an all service failure occurs.	required		Fully supported.
	8.8	The selected Offeror shall work with onsite contacts listed in trouble tickets for further troubleshooting/ information and not require the Contact Participants to be involved in troubleshooting or information gathering.	required		Fully supported.
	9.1	The selected Offeror shall provide, at the request of an individual agency, a solution for predictive dialing with the capability to define, manage, and execute multiple campaigns based on user definable record selection criteria. The Offeror shall describe their predictive dialing solution or their approach to providing this feature.	required		Genesys supports outbound campaigns with multiple dialing modes, including predictive dialing.
	9.2	The selected Offeror's dialer solution shall have the ability to provide web based (URL) screen pops. The screen pop should have the ability to pass caller entered information that can then be passed to the receiving agent. Information entered into the contact center and passed to the screen pop shall be encrypted.	required		This solution is available in the Genesys Cloud and the URL-based screen pop is the preferred screen pop methodology. Information for the screen pop is passed via HTTPS and is encrypted.

Category	Req #	Business Requirements	Requirement Type	How is requirement met?	Explanation
Dialer 9.0	9.3	The selected Offeror predictive dialer shall have, but not limited to, automatic handling and disposition of busies, answering machines, no answer and disconnected instances. The Offeror shall describe their solution for automatic handling and dispositions of "non answered" calls.	required		Genesys technology includes a contact strategy that maximizes agent productivity with live contacts while filtering bad numbers and answering machines, and supports customized disposition codes.
	9.4	The selected Offeror shall provide the ability for blending inbound and outbound agents within the contact center. The Offeror shall describe their blending capabilities.	required		Genesys seamlessly integrates inbound and outbound calls for a fully-blended dialer environment by placing the inbound calls at a priority and appropriately modifying the outbound pacing until the inbound calls are handled. In addition, Genesys allows clients to develop sophisticated campaign strategies to blend the most appropriate channels based on message content, consumer preferences and observed behaviors. These strategies escalate from one channel to another based on real-time campaign outcomes and business rules and allow consumers to interact through one channel and simultaneously request additional information through an alternate channel in a subsequent communication.
	9.5	The selected Offeror shall provide a solution that allows for, but not limited to, auto, agentless, and blast campaigns. The Offeror shall describe their solution for auto, agentless, and blast campaigns.	required		Genesys supports campaigns that deliver a message to recipients via voice, SMS, or email. Recorded messages may be played when using the voice channel with the option to transfer to an IVR for additional self-service.
	9.6	The selected Offeror's predictive dialer shall provide real time and historical reports per contact center. Preferably the reports will be integrated with the standard contact center reporting. The Offeror shall describe their predictive dialer reporting capabilities and provide examples.	required		The Genesys Platform captures all customer call interaction/selections and appends that information to the record information provided for the campaign. This new contact record is part of the post campaign disposition file posted to the FTP site for updating a client's system of record and storage drives.
	9.7	The selected Offeror shall provide the ability to import leads and export call dispositions daily with integration via secure FTP protocol to main frame and host systems as described, but not limited to, the examples provided in Section IV-3.E, Interfaces.	required		Genesys supports the ability to import call lists and generate reports, including a disposition code report. All Genesys reports can be scheduled to automatically run at the conclusion of a campaign, at a specific day/time daily, weekly, or monthly or they can be pulled manually. The reports can be e-mailed, posted to an FTP site, SFTP or FTPS site, or saved manually from the Genesys Web Interface.
	9.8	The selected Offeror's dialer solution shall have encryption of all data at rest in the dialer database and file system to standards as per IRS PUB 1075 and OA ITPs.	required		Each customer only has access to their specific data. In addition, data fields may be encrypted through use of the Secure Enterprise, if required.
	10.1	The selected Offeror shall provide an IVR solution that can integrate with the Commonwealth's array of interfaces as described, but not limited to, Section IV-3.E, Interfaces. The Offeror shall describe their IVR solution.	required		The proposed IVR solution is based on class-leading Genesys Voice Portal technology, implemented in a redundant, high availability cloud environment. For data integration, it may be necessary to insert a web service layer between the database and the cloud system. This is a very common practice and implemented by many customers. The preferred method of integration is with JSON or XML based RESTful web service.

Category	Req #	Business Requirements	Requirement Type	How is requirement met?	Explanation
IVR 10.0	10.2	The selected Offeror shall provide an IVR solution that includes English and Spanish speech recognition, text to speech, and speech input. The Offeror shall describe their IVR features of speech recognition, text to speech, and speech input.	required		The proposed Genesys solution provides extensive IVR capabilities in a high availability cloud deployment. This top rated IVR solution adds the powerful suite of Nuance voice technologies to provide speech recognition and text to speech capabilities in a variety of languages, including English and Spanish among many others. Prerecorded prompts can also be used with Genesys or client-provided voice talent.
	10.3	The selected Offeror shall provide an IVR solution that complies with IRS Publication 1075 which requires encryption of all data at rest and in transit. The Offeror shall describe how their solution meets IRS Publication 1075.	required		Genesys Cloud is designed to protect customer information in all cases. All FTI information is encrypted in rest and in motion within the system. Genesys Cloud is a hybrid model so all components of the system that contain customer information (FTI or PCI's PII info) are dedicated per client, not multi-tenanted. Only components that do not contain customer information are multi-tenanted.

REQUEST FOR CLARIFICATIONS

January 14, 2016

Nora Tayiel
Genesys
2001 Junipero Serra Blvd
Daly City, CA 94014   **Nora.tayiel@genesys.com**

RE: Office of Administration RFP #6100035614
           Enterprise Contact Center Services

Dear Ms. Tayiel:

The Office of Administration ("OA") is performing its preliminary evaluation of proposals received in response to the Enterprise Contact Center Services Request for Proposals ("RFP") issued on November 20, 2015. OA has determined a need for clarification of the proposal submitted by Genesys. ("Genesys").

1. The Commonwealth requires a completed and signed Appendix D – Trade Secret/Confidential Proprietary Information Notice be provided for Genesys's proposal, regardless of whether there are trade secrets or confidential information to identify. If Genesys's proposal includes trade secrets or confidential information, please provide a redacted version of the proposal.

2. The Commonwealth requires Genesys to provide financial statements in accordance with Section II-7 (Financial Capability) of the RFP.

Please provide a response to this letter no later than **January 19, 2016, 4pm EDT** via electronic e-mail to bbooher@pa.gov, followed by a hard copy sent to:

    Barbara Booher, Bureau of IT Procurement
    c/o Commonwealth Mail Processing Center
    2 Technology Park (rear)
    Attn: IT Procurement, 506 Finance
    Harrisburg, PA 17110-0400

Thank you for your assistance,

Sincerely,

████████████

Barbara Booher
Issuing Officer

Genesys Enterprise Contact Center Services Solution

Response to RFP Number 6100035614

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Commonwealth of Pennsylvania

Response to Technical Clarification Questions

February 22, 2016

Office of Administration

Office for Information Technology

Bureau of IT Procurement

506 Finance Building

Harrisburg, PA 17120-0400

1. Related to IVR, you referenced when authenticating a user you are able to go into a database for additional information. What are some other repositories that you can jump into for authentication information?

The Genesys Cloud has the ability to attach to any number of external data sources. Included in the platform are native tools for the creation of RESTful Web Services and other data connections for both retrieving and saving of data to external sources. These data sources (repositories) are customer owned and not a part of the platform offering. During the demonstration, we showed a lookup to a Sugar CRM instance that was pre-populated with some customer information. The Sugar CRM will be replaced by the State of Pennsylvania Department's own internal data repositories. For your convenience, we have provided references from the RFP response below.

RFP Reference: Technical Submittal – Pg 27 Section 1.3 Work Plan E. Interfaces:

Genesys Cloud supports integrations with a number of third-party solutions including CRM systems, development architectures, and custom client applications. The integration framework provides web services and APIs to support a broad range of desktop integrations across interaction services, data services, and agent services. The solution also provides productized adapters for leading CRM providers, including Salesforce.com, Zendesk and NetSuite, as well as, supporting URL-based screen pops for browser-based solutions, managed as part of the calls attached data.

The design and execution of CTI integrations is a core competency for all Genesys Professional Services implementation staff. Delivering enterprise routing and reporting, and integrating with CRM, legacy systems, and ancillary contact center systems is something that Genesys has specialized in for over twenty years.

RFP Reference: Appendix L – 10.1

The selected Offeror shall provide an IVR solution that can integrate with the Commonwealth's array of interfaces as described, but not limited to, Section IV-3.E, Interfaces. The Offeror shall describe their IVR solution.	**required**	**Out of the box**	**The proposed IVR solution is based on class-leading Genesys Voice Portal technology, implemented in a redundant, high availability cloud environment. For data integration, it may be necessary to insert a web service layer between the database and the cloud system. This is a very common practice and implemented by many customers. The preferred method of integration is with JSON or XML based RESTful web service.**

2. When creating agents, instead of using bulk upload can you upload via Active Directory?

   Yes, the Genesys Cloud has the ability to integrate with Active Directory through specialized Genesys integration tools. This integration can be used to maintain synchronized passwords, but the agent characteristics (Skills, Proficiencies, Activity types, etc.) must be uploaded to the Genesys Cloud, as these are not a function of Active Directory.

3. If we were to use our own BI tools do we have options on data transfer frequency and can we work from deltas, not pull the entire data sets down again and again?

   Yes, the Genesys Cloud has the ability to provide full data exports to an external system for the use of reporting or data warehousing. The timing of these exports is configurable but a majority of customers on the platform has this export provided on a daily basis. The export will provide the data exports in the form of deltas, with only the data stored since the last export being included.

4. Does the amount of data and reports we want also affect the storage you referenced?

   The amount of data to be kept for reporting will affect the total storage on the Genesys Cloud. This stated, the storage requirements for reporting are minimal in comparison to the data requirements for voice and text recording, and screen capture. Genesys will provide a sizing for data during the rollout of each department.

   It is important to note that in the Genesys Cloud the storage times for Reporting Data, Recordings, and Screen capture are independent of each other. This allows each department to adjust the data retention to match their needs.

   Genesys Cloud retains detailed historical interaction information and summary reports for up to 13 months. The respective data can be moved to your secure file server for indefinite storage under your control.

   For your convenience, we have provided a reference from the RFP response below.

RFP Reference: Appendix L – 5.1

The selected Offeror shall provide the ability for recording 100% of interactions, as required by individual contact centers, or partner with an established recording solution upon approval of the Commonwealth. This solution assumes the Offeror, or its subcontractor, will provide and maintain the hardware and the commonwealth will have full administrative control and access to all	required	Out of the box	The Genesys Cloud solution is capable of recording up to 100% of interactions, either through voice alone or with an agent screen capture. There is no on-premises equipment required for this recording. The Genesys Cloud solution handles voice recording without any type of plugin or client on the agent's PC; recordings happen as the call passes through the cloud infrastructure. In desktop recording, a small application resides on the agent's

recordings. Said records will comply with HIPPA, IRS and Commonwealth of Pennsylvania security and retention guidelines. The Offeror shall describe, in detail, their recording solution.

PC. This application uploads the local recording of any agent desktop video to the cloud. Recordings are stored on a per-GB, per-month basis, which lets the Commonwealth to pay only for what they need. The Commonwealth can download recordings for long-term storage at their discretion.

5. Regarding SSO, the RFP response stated that the ability was forthcoming, but in your presentation you stated it would be available. Can you please clarify?

The Genesys Cloud is rapidly adding additional features and capabilities. In this case, at the time of the RFP, SSO was a roadmap item, but at the time of the demonstration, this is an available option on the platform. It is currently in "Early Adopter" status. This status and the availability are discussed in further detail in the answer to question #16 herein. For your convenience, we have provided references from the RFP response below.

RFP Reference: Technical Submittal Pg. 63 - Part IV Task Descriptions D) Single Sign ON:

Q: Upon request of an individual agency, the selected Offeror must setup single sign on including, but not limited to, contact center platform, dialer and IVR platforms.

A: The Genesys Cloud solution provides role-based user access to the platform. With this, each user has a centrally managed account where they can access only the components relevant to their position, and only the level of access they require to complete their job. For example, agents may have read-only access to real-time reports but not be able to alter or create new reports. Supervisors may have access to agent monitoring but not access to setting up outbound campaigns. System administrators can finely tune these access permissions.

Single sign-on (SSO) integration with external authentication servers such as SAML is a roadmap item for support in an upcoming release.

RFP Reference: Appendix L – 5.8

The selected Offeror shall provide the ability, at the request of an individual agency, for users to utilize single sign on including, but not limited to, contact center platform, dialer, and IVR platforms. The Offeror shall describe their ability to provide single sign on and the level of effort required.	required	Supported in next release	Single sign-on (SSO) is a roadmap item and is expected in an upcoming release. When it is available, SSO functionality will be part of the out-of-the-box solution and will come at no additional cost.

6. Do you have the ability to log into the platform using only a phone and not having to go through the web portal?

Yes. The Genesys Cloud allows for flexibility in the methods in which agents access the platform. For "Phone Only Agents" the agents will have the ability to log into the platform by calling into a pre-built IVR and declaring the location of their Phone (entering either their DID phone number of a mapped extension). In addition to this dial in functionality, the Genesys Cloud desktop functions on smartphone devices (iPhone, Android) which can be used as another method of logging in. For your convenience, we have provided a reference from the RFP response below.

Appendix L - 1.11 (We interpreted this question differently in the RFP response):

The proposed solution shall have the ability for a "phone only" log in for agents. The Offeror shall describe their solution for "phone only" agent log in.	desirable	Out of the box	Agents can log in for any single channel (for example, phone, email, or chat) or a combination of channels from their desktop. Therefore, this solution offers an out-of-the-box ability to have a phone-only log in for agents.

7. Do you have any fully visually impaired users currently utilizing your platform?

Yes, Genesys recognizes the importance of handicap accessibility and seeks to support all users. Genesys was an early member of the Accessibility Forum, participating in the "Interoperability" and "Objective Measures" topics. Genesys' Section 508 position statement is that we achieve Section 508 accessibility. This is out-of-box functionality of our solution offering and available to all our customers.

The Genesys Suite is compliant with Section 508 and related accessibility standards when used in conjunction with Accessible Tooling with the use of sufficient tool-scripting capabilities. The Genesys accessibility program seeks to improve on the general development principles on a technological level and the practice of enhancing interoperability with accessibility tools in general per the guidelines of Section 508 and WAI, focusing particularly on newer web-based presentation layer elements and those with the largest number of users.

While Genesys does not advocate any specific tool, Genesys uses Freedom Scientific JAWS internally to validate outcomes of changes made to these principles and practices where appropriate. The Genesys accessibility program actively strives to make ongoing continuous improvements in this area. Using information based on assessment with the JAWS accessibility, Genesys solutions made significant enhancement improving the out-of-the-box interoperability with Accessible Tooling

In addition to 508 compliance, the Genesys platform offers the ability for agents to work in "phone only" mode as addressed in question #6.

8. Do you have the ability to select more than one disposition for any given interaction?

Yes, the Genesys Cloud is designed to allow a single, customizable, disposition code to be selected per contact. In addition, the State's system of record can be screen popped and used for the entry of additional disposition codes per contact. These disposition codes can be linked in the State's system of record to allow for the seamless use of multiple disposition codes per contact. As stated above in the response to question #11, Genesys has specialized in providing integrations like this for over twenty years and our TSME and ISME will work with the Commonwealth to provide this integration. For your convenience we have included a screen shot and a reference from the RFP response below.
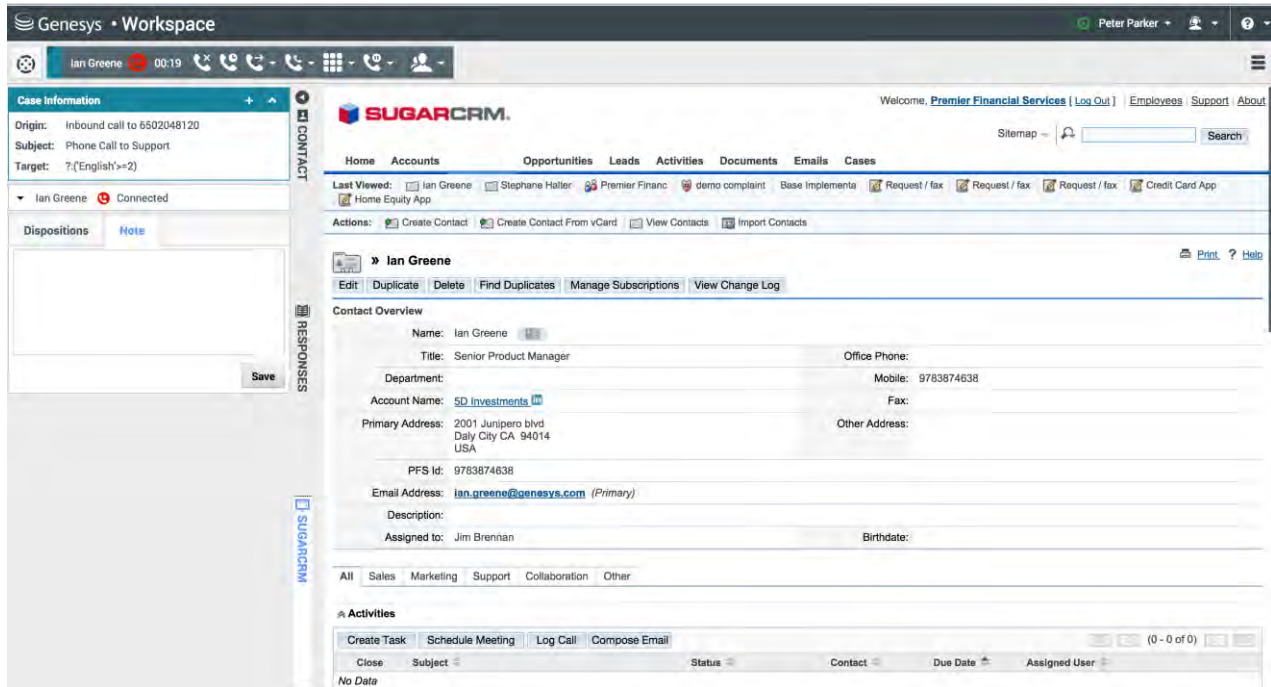
RFP Reference – Appendix L 1.12

The selected Offeror shall provide the agents the ability to select dispositions and/or wrap up codes for defining the subject of an interaction as well as customizable unavailable (agent not ready) codes that are reportable. Agents should have the ability to select unlimited number of dispositions for any given contact as well as add free form text or notes. The Offeror shall describe their solution for disposition/ wrap up codes and	**required**	**Out of the box**	**Genesys fully supports this feature. Dispositions are fully customizable and can be either optional or mandatory upon wrap-up of the call. Disposition reports are also available. To simplify reporting, an agent may only select a disposition when completing an interaction; however, you, as the client, have unlimited dispositions as selection choices, including composite dispositions. Also available are free-form notes that become part of the caller's record. In the Appendix L Attachments, please**

any limitations on number of dispositions that can be selected.

refer to "1.12 - Workspace Web - Call dispositions" and " 1.12 - Workspace Web - Call notes" for screenshots of these capabilities.

9. Could administrators have the ability to view more than one contact center at a time on a single dashboard?

   Yes, in the Genesys Cloud an administrator can view more than one contact center in a single dashboard. To provide this functionality the sites would have to be deployed on the same tenant. (e.g., The Department of Human Resources administrator will be able to view and manage all of the Department's sites, but will not be able to see the Department of Revenue's sites.) For your convenience, we have provided a reference from the RFP response below.

The selected Offeror shall provide the ability for an administrator or supervisors to view dashboards and call reporting for multiple contact centers simultaneously. The Offeror shall describe how administrators and/or supervisors can view dashboards and reporting for multiple contact centers simultaneously.	**highly desirable**	**Configurable setting**	**The Genesys cloud provides a data feed from each tenant to allow for views across tenants.**

10. During after call work, can you both force an agent to select a disposition and put a time to automatically put them back in Available status or does it have to be one or the other?

   Yes, the Genesys Cloud can force agents to enter disposition codes and has a configurable time that can be used to force agents into an available state. For your convenience, we have provided a reference from the RFP response below.

   RFP reference: Appendix L (1.12)

The selected Offeror shall provide the agents the ability to select dispositions and/or wrap up codes for defining the subject of an interaction as well as customizable unavailable (agent not ready) codes that are reportable. Agents should have the ability to select unlimited number of dispositions for any given contact as well as add free form text or notes. The Offeror shall describe their solution for disposition/ wrap up codes and any limitations on	**required**	**Out of the box**	**Genesys fully supports this feature. Dispositions are fully customizable and can be either optional or mandatory upon wrap-up of the call. Disposition reports are also available. To simplify reporting, an agent may only select a disposition when completing an interaction; however, you, as the client, have unlimited dispositions as selection choices, including composite dispositions. Also available are free-form notes that become part of the caller's record. In the Appendix L Attachments, please refer to "1.12 - Workspace Web -**

number of dispositions that can be selected.

Call dispositions" and " 1.12

11. Can you schedule reports and have them emailed out?

Yes, the Genesys Cloud has the ability to schedule reports and have them distributed to multiple locations. The reports can be emailed, posted to a local folder, and/or posted to a web page. The reports can be saved in multiple formats (PDF, CSV, etc). For your convenience, we have provided below a reference from the RFP response below.

RFP Reference: Appendix L, 4.10.

The selected Offeror shall provide the ability of scheduling of reports as well as the ability to run reports remotely and/ or have the scheduled reports emailed to multiple email addresses.	**highly desirable**	**Out of the box**	**Fully supported**

12. Does Genesys comply with the acceptance requirement that allows the commonwealth 10 days from day of turn up to use and monitor the contact center and document system issues?

Yes, Genesys 100% complies – Details of the acceptance phase can be found on pg 55 in the Technical Submittal, Part IV – Task D Descriptions, section B. Acceptance.

a. Is data at rest encrypted?

In the Genesys Cloud, data is encrypted in rest and in motion per the requirements of PCI compliance. For your convenience, we have provided references from the RFP response below.

RFP Reference: Appendix L 10.3 (IVR section):

The selected Offeror shall provide an IVR solution that complies with IRS Publication 1075 which requires encryption of all data at rest and in transit. The Offeror shall describe how their solution meets IRS Publication 1075.	**required**	**Out of the box**	**Genesys Cloud is designed to protect customer information in all cases. All FTI information is encrypted in rest and in motion within the system. Genesys Cloud is a hybrid model so all components of the system that contain**

| | | | customer information (FTI or PCI's PII info) are dedicated per client, not multi-tenanted. Only components that do not contain customer information are multi-tenanted. |

RFP Reference: Appendix L 9.8 (Dialer section):

| The selected Offeror's dialer solution shall have encryption of all data at rest in the dialer database and file system to standards as per IRS PUB 1075 and OA ITPs. | required | Out of the box | Each customer only has access to their specific data. In addition, data fields may be encrypted through use of the Secure Enterprise, if required. |

13. For technical submittal does acknowledgement mean compliance?

   Yes, a Genesys response with acknowledgement means that Genesys 100% complies with that requirement.

14. What is the definition of a large contact center and a small contact center,

   Genesys does not delineate the size categorization of contact centers wholly by agent size. We traditionally consider both functionality requirements and seat size. With size being one factor, Genesys considers a contact center less than 100 seats to be small. In reference to Appendix L, 1.10; regardless of the size of the contact center, agents can easily be moved across tenants. It will simply be a matter of configuring the application to do so.

15. Can a voice mail interaction be delivered as an email, Appendix L 1.20?

   Yes, the Genesys Cloud offers group voicemail. After the customer leaves a voicemail, the Commonwealth of Pennsylvania's business rules are applied to route the voicemail to the appropriately skilled agent. These voicemails are delivered to the agent in an email with the voicemail as an attachment.

16. Will COPA be able to participate in the "on the truck" SSO solution, as mentioned during the demonstration?

   Yes, COPA will be permitted to participate in the SSO solution.

   During the demonstration, Genesys mentioned "On the Truck" which was in reference to the internal commercialization process of Genesys products and solutions. In doing this, Genesys may have caused some confusion as to the designation of our product offerings. Genesys refines those designations below.

In the product offering for Genesys Cloud, there are 4 designations for individual features/functions.

1) **General Availability –** These are features/functions that have been deployed to the field and have been fully vetted, with fully trained support and experienced deployment teams.

2) **Controlled Release -** These are features/functions that have been deployed to the field and have been fully vetted, but newer to the platform, with fully trained support and trained deployment teams. Controlled Release also encompasses those solutions that require large amounts of non-repeatable efforts and/or Professional Services for deployment.

3) **Early Adaptor -** These are features/functions that have been deployed to the field and have been fully vetted, but newer to the platform, with fully trained support and deployment teams being trained. Note: These features/functions are not beta, they are fully tested and finalized products. Note: SSO belongs to this release designation.

4) **Roadmap -** These are features/functions that are in development.

Note: SSO requires the use of a SAML 2.0 compliant SSO solution.

TECHNICAL CLARIFICATIONS FROM DEMONSTRATIONS

February 19, 2016

Nora Tayiel
Genesys
2001 Junipero Serra Blvd.
Daly City, CA 94014
Nora.tayiel@genesys.com

RE: Office of Administration, RFP #6100035614
Enterprise Contact Center Services

Dear Ms. Tayiel:

The Office of Administration is performing its evaluation of proposals received in response to the Enterprise Contact Center Services request for proposal issued on November 20, 2015. So that the Department may complete the evaluation, the Commonwealth requests Genesys to provide clarification responses to questions from the technical demonstration conducted on 02/10/16 from 1pm – 4pm. Enclosed is a list of technical clarification items to be addressed.

Thank you for your assistance.

Sincerely,

Barbara Booher
Issuing Officer

Enclosure:
        Technical Clarification Items

OFFEROR'S LIST OF TECHNICAL CLARIFCATION ITEMS

Please respond to the following clarifications via email to bbooher@pa.gov. The electronic clarification responses are due to the Issuing Officer, Barbara Booher, no later than **Monday, February 22, 2016 at 2:00 PM.**

The Technical Clarifications are as follows:

1. Related to IVR, you referenced when authenticating a user you are able to go into a database for additional information. What are some other repositories that you can jump into for authentication information?
2. When creating agents, instead of using bulk upload can you upload via Active Directory?
3. If we were to use our own BI tools do we have options on data transfer frequency and can we work from deltas, not pull the entire data sets down again and again?
4. Does the amount of data and reports we want also affect the storage you referenced?
5. Regarding SSO, the RFP response stated that the ability was forthcoming, but in your presentation you stated it would be available. Can you please clarify?
6. Do you have the ability to log into the platform using only a phone and not having to go through the web portal?
7. Do you have any fully visually impaired users currently utilizing your platform?
8. Do you have the ability to select more than one disposition for any given interaction?
9. Could administrators have the ability to view more than one contact center at a time on a single dashboard?
10. During after call work, can you both force an agent to select a disposition and put a time to automatically put them back in Available status or does it have to be one or the other?
11. Can you schedule reports and have them emailed out?
12. Does Genesys comply with the acceptance requirement that allows the commonwealth 10 days from day of turn up to use and monitor the contact center and document system issues? Is data at rest encrypted?
13. For technical submittal does acknowledgement mean compliance?
14. What is the definition of a large contact center and a small contact center, Appendix L 1.10?
15. Can a voice mail interaction be delivered as an email, Appendix L 1.20?
16. Will COPA be able to participate in the "on the truck" SSO solution, as mentioned during the demonstration?

APPENDIX I, COST MATRIX   INSTRUCTIONS

1.) All sheets must be filled out completely. Fill out all yellow highlighted cells on each worksheet.

2.) Formulas are imbedded in the Worksheets. Offeror's must verify that all calculations, subtotal costs and grand total costs are accurate.

3.) Rate Card: Insert Offeror Name in "Offeror Name" field. Fill in the hourly rate per service listed in Hourly Rate column. Any service not listed in Hourly Rate column shall utilize the Labor Rate. All other information is linked and will calculate automatically.

4.) Monthly Costs: Fill in the Cost Per Unit column. All cost for performing tasks as described in section IV-4. Tasks shall be included in the monthly cost per unit, except for single sign-on setup and enhancements. All other information is linked and will calculate automatically.

5.) Individual Agency Config: Fill in the total number of hours for each position to calculate the cost for individual agency configurations for a Contact Center. All other information is linked and will calculate automatically.

6.) Summary: All information is linked and will calculate automatically.

7.) Please contact the Issuing Officer, Barbara Booher, at RA-OITPurchases@pa.gov with any questions or concerns.

8.) Payment for services under this contract are fixed cost per unit. The volumes listed are for evaluation purposes only and will not be binding on the Commonwealth.

OFFEROR NAME
{Genesys}

Rate Card

Services	Hourly Rate	* Estimated Hours (Annually)	Total Cost (Annually)
Implementation Engineer Services	$175.00	250	$43,750.00
Program Manager Services	$175.00	250	$43,750.00
Project Coordination Services	$175.00	250	$43,750.00
Project Engineer Services	$175.00	250	$43,750.00
Project Manager Services	$175.00	250	$43,750.00
Labor Rate	$175.00	250	$43,750.00
		Total Cost Labor:	$262,500.00

Total Base Years:	$787,500.00
Total Renewal Years:	$1,050,000.00
Grand Total:	$1,837,500.00

* Estimated hours provided are for evaluation purposes only and do not guarantee work to be performed or payment to be received.

Note: Genesys Professional Services (PS) rate for PS engagements is $175

OFFEROR NAME
{Genesys}

Monthly Costs

Cost with Administrative Support from the Offeror

Description	Functionality	Notes	Unit	Cost per unit	* Estimated Monthly Average	Total Monthly cost
Agent	Cloud Contact Center Agent/Inbound Voice: Inbound Voice Network ACD Functionality Skills Based Routing Manual Outbound Voice Agent Thin Client Desktop Administration Management Interface (portal) Real Time Reporting Historical Reporting Computer Based Training Predictive Dialer Cloud Contact Center Digital Channels - Static Chat Cloud Contact Center Digital Channels - Email SMS IVR	Price for Enabled Agents - MAC/D's are anything that can be accomplished as an administrator in the system and will apply 1 per user per year statewide.	Active user	$ 94.00	841	$ 79,054.00
Supervisor	Supervisor and Administrator: Cloud Contact Center Supervisor- Provides access to applications to run and optimize agent performance Examples include: real time and historic view of agent level performance call monitoring change management of parameters based on permissions Work Force Management scheduling and review	Supervisor Seat (non-agent) - For inbound agent capabilities on the Supervisor, if logged in to take inbound calls, an Agent License would also apply	Active user	$ 64.00	218	$ 13,952.00
Toll Free Calling	Toll Free Calling	Toll Free call carry charge	Per minute /incoming call	$ 0.0180	1	$ 0.02
Local Call	Local calling rate	Local call carry charge	Per minute /incoming call	$ 0.0110	4,500,000	$ 49,500.00
Outbound Calling	Outbound calling	Outbound telco/carry charge for outbound calls from the Genesys Cloud system	Per minute/ outbound call	$ 0.020	13	$ 0.26
Port or Queue Slot	Cloud IVR/Media Port DTMF (ASR, TTS, Eng/Spanish)	Cloud IVR/Media Port DTMF (ASR, TTS, Eng/Spanish)	EA	$ 60.00	1,060	$ 63,600.00
Work Force Mgt	Cloud Contact Center Workforce Management	Forecasting, Scheduling, Adherence and Reporting tool	Per user	$ 25.00	500	$ 12,500.00
Call Recording	Cloud Contact Center Active Call Recording and Screen recording	Agent voice, desktop screen capture recording and voicemail storage (1 gig per month per agent seat included)	Per user	$ 22.00	1,000	$ 22,000.00
Queued Call Back Agent License	Queued Call Back Agent License	Price for Queued Call Back Enabled Agents	User	$ 20.00		$ -
Queued Call Back Cloud Port	Queued Call Back Cloud Port	Queued Call Back Outbound Cloud Port	Port	$ 35.00		$ -
SMS messaging rate	SMS messaging rate	SMS text usage rate	SMS	$ 0.040		$ -
					Total Monthly Cost with Administrative Support	$ 240,606.28

Annual Costs with Administrative Support

Base Years					Renewal Years			
Year 1			Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
$ 2,887,275.34			$ 2,887,275.34	$ 2,887,275.34	$ 2,887,275.34	$ 2,887,275.34	$ 2,887,275.34	$ 2,887,275.34

Cost without Administrative Support from the Offeror

Description			Unit	Cost per unit	* Estimated Monthly Average	Total Monthly cost
Agent	Cloud Contact Center Agent/Inbound Voice: Inbound Voice Network ACD Functionality Skills Based Routing Manual Outbound Voice Agent Thin Client Desktop Administration Management Interface (portal) Real Time Reporting Historical Reporting Computer Based Training Predictive Dialer Cloud Contact Center Digital Channels - Static Chat Cloud Contact Center Digital Channels - Email SMS IVR	Price for Enabled Agents - MAC/D's are anything that can be accomplished as an administrator in the system and will apply 1 per user per year statewide.	Active user	$ 78.00	841	$ 65,598.00
Supervisor	Supervisor and Administrator: Cloud Contact Center Supervisor- Provides access to applications to run and optimize agent performance Examples include: real time and historic view of agent level performance call monitoring change management of parameters based on permissions Work Force Management scheduling and review	Supervisor Seat (non-agent) - For inbound agent capabilities on the Supervisor, if logged in to take inbound calls, an Agent License would also apply	Active user	$ 57.00	218	$ 12,426.00
Toll Free Calling	Toll Free Calling	Toll Free call carry charge	Per minute /incoming call	$ 0.0180	3,500	$ 63.00
Local Call	Local calling rate	Local call carry charge	Per minute /incoming call	$ 0.0110	4,500,000	$ 49,500.00
Outbound Calling	Outbound calling	Outbound telco/carry charge for outbound calls from the Genesys Cloud system	Per minute/ outbound call	$ 0.020	13	$ 0.26
Port or Queue Slot	Cloud IVR/Media Port DTMF (ASR, TTS, Eng/Spanish)	Cloud IVR/Media Port DTMF (ASR, TTS, Eng/Spanish)	EA	$ 52.00	1,060	$ 55,120.00
Work Force Mgt	Cloud Contact Center Workforce Management	Forecasting, Scheduling, Adherence and Reporting tool	Per user	$ 22.00	500	$ 11,000.00
Call Recording	Cloud Contact Center Active Call Recording and Screen recording	Agent voice, desktop screen capture recording and voicemail storage (1 gig per month per agent seat included)	Per user	$ 17.00	1,000	$ 17,000.00
Queued Call Back Agent License	Queued Call Back Agent License	Price for Queued Call Back Enabled Agents	User	$ 15.00		$ -
Queued Call Back Cloud Port	Queued Call Back Cloud Port	Queued Call Back Outbound Cloud Port	Port	$ 30.00		$ -
SMS messaging rate	SMS messaging rate	SMS text usage rate	SMS	$ 0.040		$ -
					Total Monthly Cost without Administrative Support	$ 210,707.26

Annual Costs without Administrative Support

Base Years					Renewal Years			
Year 1			Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
$ 2,528,487.12			$ 2,528,487.12	$ 2,528,487.12	$ 2,528,487.12	$ 2,528,487.12	$ 2,528,487.12	$ 2,528,487.12

* Estimated Monthly Averages provided are for evaluation purposes only and do not guarantee work to be performed or payment to be received.

OFFEROR NAME
{Genesys}

Single Sign On Worksheet

Item	Position	Hourly Rate	Hours	Cost
Single Sign On Setup Per Contact Center	Implementation Engineer Services	$175.00	0	$0.00
	Program Manager Services	$175.00	0	$0.00
	Project Coordination Services	$175.00	0	$0.00
	Project Engineer Services	$175.00	0	$0.00
	Project Manager Services	$175.00	0	$0.00
	Labor Rate	$175.00	0	$0.00
Alternative Call Treatment Per Contact Center	Implementation Engineer Services	$175.00	0	$0.00
	Program Manager Services	$175.00	0	$0.00
	Project Coordination Services	$175.00	0	$0.00
	Project Engineer Services	$175.00	0	$0.00
	Project Manager Services	$175.00	0	$0.00
	Labor Rate	$175.00	0	$0.00
Predictive Dialing Per Contact Center	Implementation Engineer Services	$175.00	6	$1,050.00
	Program Manager Services	$175.00	8	$1,400.00
	Project Coordination Services	$175.00	5	$875.00
	Project Engineer Services	$175.00	6	$1,050.00
	Project Manager Services	$175.00	10	$1,750.00
	Labor Rate	$175.00	0	$0.00
			Total Cost :	$6,125.00

OFFEROR NAME
{Genesys}

Cost Summary	
Total Cost Base Years - With Administrative Support:	$ 8,661,826.01
Total Cost Base Years - Without Administrative Support:	$ 7,585,461.36
Total Cost Rate Card Base Years:	$787,500.00
Total Cost Individual Agency Config:	$ 6,125.00
Grand Total Cost Base Years:	$ 17,040,912.37

Total Cost Renewal Years -With Administrative Support:	$ 11,549,101.34
Total Cost Renewal Years - Without Administrative Support:	$ 10,113,948.48
Total Cost Rate Card Renewal Years:	$1,050,000.00
Total Cost Individual Agency Config:	$ 6,125.00
Grand Total Cost Renewal Years:	$ 22,719,174.82

Genesys Enterprise Contact Center Services Solution

Presented by:

Response to RFP Number 6100035614

_____

Commonwealth of Pennsylvania

Cost Submittal

January 8, 2016

Office of Administration

Office for Information Technology

Bureau of IT Procurement

506 Finance Building

Harrisburg, PA17120-0400

APPENDIX C - PROPOSAL COVER SHEET

COMMONWEALTH OF PENNSYLVANIA
OFFICE FOR INFORMATION TECHNOLOGY
RFP# 6100035614

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

Offeror Information:	
Offeror Name	Genesys
Offeror Mailing Address	2001 Junipero Serra Blvd Daly City, CA 94014
Offeror Website	www.genesys.com
Offeror Contact Person	███████████████████
Contact Person's Phone Number	███████████████████
Contact Person's Facsimile Number	███████████████████
Contact Person's E-Mail Address	███████████████████
Offeror Federal ID Number	████████
Offeror SAP/SRM Vendor Number	211326

Submittals Enclosed and Separately Sealed:	
17 & 2 CDs	Technical Submittal
2 & 2 CDs	Small Diverse Business Participation Submittal
2 & 2 CDs	Cost Submittal

Signature	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:	
Printed Name	███████████████████
Title	SVP, Americas Field Operations, NA SALES ADMIN

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

Table of Contents

1. COST SUBMITTAL

1.1 APPENDIX I, COST MATRIX

The information requested in this Part II, Section II-10 shall constitute the Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. The total proposed cost shall be broken down into the following components listed on Appendix I, Cost Matrix. Please use the instructions contained in Appendix I, Cost Matrix for further information. Offerors should not include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to Part I, Section I-9, of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

The 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.

Please see Genesys' Appendix I, Cost Matrix.

Genesys

Genesys Enterprise Contact Center Services Solution

APPENDIX C - PROPOSAL COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
OFFICE FOR INFORMATION TECHNOLOGY
RFP# 6100035614

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

Offeror Information:	
Offeror Name	Genesys
Offeror Mailing Address	2001 Junipero Serra Blvd Daly City, CA 94014
Offeror Website	www.genesys.com
Offeror Contact Person	██████████████████████████
Contact Person's Phone Number	██████████████████████████
Contact Person's Facsimile Number	██████████████████████████
Contact Person's E-Mail Address	██████████████████████████
Offeror Federal ID Number	████████
Offeror SAP/SRM Vendor Number	211326

Submittals Enclosed and Separately Sealed:	
17 & 2 CDs	Technical Submittal
2 & 2 CDs	Small Diverse Business Participation Submittal
2 & 2 CDs	Cost Submittal

Signature	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:	
Printed Name	████████████████
Title	SVP, Americas Field Operations, NA SALES ADMIN

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

Table of Contents

1. SMALL DIVERSE BUSINESS PARTICIPATION SUBMITTAL

1.1 NOTICE OF SMALL BUSINESS SELF-CERTIFICATION AND SMALL BUSINESS VERIFICATION

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

pennsylvania
DEPARTMENT OF GENERAL SERVICES

The Department is pleased to announce that

INFO MATRIX CORPORATION

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

BUSINESS TYPE(s): **Information Technology**

CERTIFICATION NUMBER: **156374-2012-07-SB-WBE**

ISSUE DATE:	07/26/2012	EXPIRATION DATE:	07/26/2016

RECERTIFIED DATE: 6/29/2015

Curtis M. Topper, Acting Secretary
Department of General Services
Commonwealth of Pennsylvania

1.2   TOTAL PERCENTAGE OF WORK PERFORMED

1. All Offerors must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Offeror and not by subcontractors and suppliers.

Genesys will perform78.7% of the total work.

2. All Offerors must include a numerical percentage which represents the total percentage of the total cost in the Cost Submittal that the Offeror commits to paying to Small Diverse Businesses (SDBs) as subcontractors. To support its total percentage SDB subcontractor commitment, Offeror must also include:

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

Genesys commits 21.3%, $1,849,496 to Info-Matrix Corporation, a certified PA Small Diverse Business.

b) The name of each Small Diverse Business. The Offeror will not receive credit for stating that after the contract is awarded it will find a Small Diverse Business.

Info-Matrix Corporation.

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

Info-Matrix will provide the required project manager, integration subject matter expert, incident manager, reporting specialist roles and various other professional services to support implementation, training, and deployment of contact center services throughout the life of the contract.

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

Info-Matrix will provide services at both 1 Technology Park, Harrisburg and at its corporate office location at 650 North 12th Street, Lemoyne as required.

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

Info-Matrix will provide services throughout the life of the contract.

f) A subcontract or letter of intent signed by the Offeror and the Small Diverse Business (SDB) for each SDB identified in the SDB Submittal. The subcontract or letter of intent must identify the specific work, goods or services the SDB will perform, how the work, goods or services relates to the project, and the specific timeframe during the term of the contract and any option/renewal periods when the work, goods or services will be performed or provided. In addition, the

subcontract or letter of intent must identify the fixed percentage commitment and associated estimated dollar value that each SDB will receive based on the total value of the initial term of the contract as provided in the Offeror's Cost Submittal. Attached Appendix H, Small Diverse Business Letter of Intent is a letter of intent template which may be used to satisfy these requirements.

Please see the attached Appendix H Small Diverse Business Letter of Intent.

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

We understand that each SDB subcontractor commitment will become a contractual obligation.

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

Penny Fisher, Sr. Manager
Info-Matrix Corporation
650 North 12th Street, Suite 300
Lemoyne, PA 17043
717-260-9850 x12
pfisher@info-matrix.com

1.3 APPENDIX H – SMALL BUSINESS LETTER OF INTENT

![Genesys logo]

APPENDIX H
Small Diverse Business Letter of Intent

March 1, 2016

John Smith
Business Development Manger
Info-Matrix Corporation
650 N. 124h Street STE 300
Lemoyne, PA 17043

Dear Mr. Smith,

This letter serves as confirmation of the intent of Genesys Telecommunications Laboratories, Inc. to utilize Info-Matrix Corporation on RFP# 6100035614, Contact Center Services Solution issued by the Commonwealth of Pennsylvania.

If Genesys is the successful vendor, Info-Matrix Corporation (IMC) shall require local resources in Harrisburg to perform the required Project Manager, Integration Subject Matter Expert, Incident Manager, Reporting Specialist roles, and provide various other professional services to support implementation, training and deployment of contact center services for the Commonwealth. IMC will be retained throughout the base years of the contract and option years.

These services represent 21.37% of the total cost in the Genesys cost submittal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that Info-Matrix will receive an estimated $1,849,496 during the initial contract term.

Info-Matrix represents that it meets the small diverse business requirements set forth in the RFP and all required documentation has been provided to Genesys for its SDB submission.

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

Sincerely,   Acknowledged,
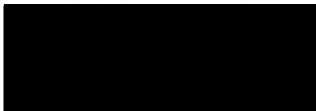
Richard Brown   Brenda S. Ritter

SVP, America Field Operations   President and CEO
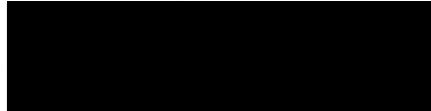
Genesys   Info-Matrix Corporation

(714) 742-7442   (717) 260-9850

REQUEST FOR PROPOSALS FOR

OFFICE OF ADMINISTRATION
ENTERPRISE CONTACT CENTER SERVICES

ISSUING OFFICE

OFFICE OF ADMINISTRATION
OFFICE FOR INFORMATION TECHNOLOGY
BUREAU OF IT PROCUREMENT
506 FINANCE BUILDING
HARRISBURG, PA 17120-0400

RFP NUMBER

6100035614

DATE OF ISSUANCE

NOVEMBER 20, 2015

REQUEST FOR PROPOSALS FOR

ENTERPRISE CONTACT CENTER SERVICES

TABLE OF CONTENTS

CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Deadline to submit Questions via email to: RA-OITPurchases@pa.gov	Potential Offerors	Tuesday, December 1, 2015 at 1:00 PM
Pre-proposal Conference—Location **Office for Information Technology Bureau of IT Procurement 613 North Street Finance Building, Conference Room 503 Harrisburg, PA 17120-0400**	Issuing Office/Potential Offerors	Monday, December 7, 2015 at 10:00 AM
Answers to Potential Offeror questions posted to the DGS website (http://www.emarketplace.state.pa.us) no later than this date.	Issuing Office	Thursday, December 10, 2015 at 3:00 PM
Please monitor website for all communications regarding the RFP.	Potential Offerors	Ongoing
Sealed proposal must be received by the Issuing Office at: **Barbara Booher, Bureau of IT Procurement c/o Commonwealth Mail Processing Center 2 Technology Park (rear) Attn: IT Procurement, 506 Finance Harrisburg, PA 17110-0400** Proposals must be time and date stamped by the facility receiving the proposal. Proposals may only be hand-delivered between 6:15 a.m. and 2:15 p.m., Monday through Friday, excluding Commonwealth holidays.	Offerors	Thursday, December 17, 2015 at 1:00 PM
Tentative schedule for oral presentations as set forth in **Section I-19**. The Issuing Office will notify Offerors selected to conduct oral presentations.	Offerors	TENTATIVE: Weeks of January 11, 2016 and January 18, 2016

PART I

GENERAL INFORMATION

I-1.   Purpose. This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement ("Offerors") sufficient information to enable them to prepare and submit proposals for the **Office for Information Technology, Bureau of IT Procurement's** consideration on behalf of the Commonwealth of Pennsylvania ("Commonwealth") to satisfy a need for the **Office of Administration, Enterprise Contact Center Services** ("Project").

I-2.   Issuing Office. The **Office for Information Technology, Bureau of IT Procurement** ("Issuing Office") has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be **Barbara Booher, Office for Information Technology, Bureau of IT Procurement, 613 North Street, Room 506 Finance Building, Harrisburg, PA 17120-0400,** RA-OITPurchases@pa.gov the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.

I-3.   Scope. This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

I-4.   Problem Statement. Today, the commonwealth contact center solutions are spread across three, independent, non-integrated systems. The goal of this RFP is to establish a scalable, enterprise solution, that fits the needs of both small, voice only, contact centers yet is adaptable to fit the customized needs and requirements of very large service centers handling 20,000-40,000 interactions per day across a myriad of contact types such as inbound voice, outbound voice, email, chat, instant messaging, and social media integration. This is to be a cloud based solution. Additional detail is provided in **Part IV** of this RFP.

I-5.   Type of Contract. It is proposed that if the Issuing Office enters into a contract as a result of this RFP, it will be a firm, fixed price contract containing the Contract Terms and Conditions as shown in **Appendix A, IT Contract Terms and Conditions**. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.

I-6.   Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

I-7.   Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-8. **Pre-proposal Conference.** The Issuing Office will hold a Pre-proposal conference as specified in the Calendar of Events. The purpose of this conference is to provide opportunity for clarification of the RFP. Offerors should forward all questions to the Issuing Office in accordance with **Part I, Section I-9** to ensure adequate time for analysis before the Issuing Office provides an answer. Offerors may also ask questions at the conference. In view of the limited facilities available for the conference, Offerors should limit their representation to **two (2)** individuals per Offeror. The Pre-proposal conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Issuing Office. All questions and written answers will be posted on the Department of General Services' (DGS) website (www.emarketplace.state.pa.us) as an addendum to, and shall become part of, this RFP. Attendance at the Pre-proposal Conference is **not mandatory**.

I-9. **Questions & Answers.** If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by email (**with the subject line "RFP 6100035614 Enterprise Contact Center Services Question"**) to the Issuing Officer named in **Part I, Section I-2** of the RFP. Questions must be submitted via email at RA-OITPurchases@pa.gov **no later than** the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the DGS website by the date stated on the Calendar of Events**.** An Offeror who submits a question *after* the deadline date for receipt of questions indicated on the Calendar of Events assumes the risk that its proposal will not be responsive or competitive because the Commonwealth is not able to respond before the proposal receipt date or in sufficient time for the Offeror to prepare a responsive or competitive proposal. When submitted after the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Officer *may* respond to questions of an administrative nature by directing the questioning Offeror to specific provisions in the RFP. To the extent that the Issuing Office decides to respond to a non-administrative question *after* the deadline date for receipt of questions indicated on the Calendar of Events, the answer must be provided to all Offerors through an addendum. All questions must be submitted on **Appendix B, Questions Submittal Template** to the following email address: RA-OITPurchases@pa.gov

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-10.** Each Offeror shall be responsible to monitor the DGS website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation.

I-10. **Addenda to the RFP.** If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the DGS website at http://www.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.   Response Date. To be considered for selection, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Offerors by posting an Addendum to the RFP. The hour for submission of proposals shall remain the same. The Issuing Office will reject, unopened, any late proposals.

I-12.   Proposals. To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in **Part II**, providing **17 paper copies of the Technical Submittal and two (2) paper copies of the Cost Submittal and two (2) paper copies of the Small Diverse Business (SDB) participation submittal.** In addition to the paper copies of the proposal, Offerors shall submit **two (2) complete and exact copies** of the entire proposal (Technical, Cost and SDB submittals, along with all requested documents) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. The Offerors may not lock or protect any cells or tabs. Offerors should ensure that there is no costing information in the technical submittal. Offerors should not reiterate technical information in the cost submittal. The CD or Flash drive should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. If the official signs the (**Appendix C, Proposal Cover Sheet** to this RFP) and the **Proposal Cover Sheet** is attached to the Offeror's proposal, the requirement will be met. For this RFP, the proposal must remain valid until a contract is fully executed. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

I-13.   Small Diverse Business Information. The Issuing Office encourages participation by small diverse businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use small diverse businesses as subcontractors and suppliers**.**

A Small Diverse Business is a DGS-verified minority-owned business, woman-owned business, veteran-owned business or service-disabled veteran-owned business.

A small business is a business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns less than $7 million in gross annual revenues for building design, $20 million in gross annual revenues for sales and services and $25 million in gross annual revenues for those businesses in the information technology sales or service business.

Questions regarding this Program can be directed to:

> Department of General Services
> Bureau of Diversity, Inclusion and Small Business Opportunities
> Room 611, North Office Building
> Harrisburg, PA 17125
> Phone: (717) 783-3119
> Fax: (717) 787-7052
> Email: gs-bsbo@pa.gov
> Website: www.dgs.state.pa.us

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

I-14.   Economy of Preparation. Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP.

I-15.   Alternate Proposals. The Issuing Office will not accept alternate proposals.

I-16.   Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

I-17.   Prime Contractor Responsibilities. The contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The Issuing Office will consider the selected Offeror to be the sole point of contact with regard to contractual matters.

I-18.   Proposal Contents.

A. Confidential Information. The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions

as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

B. <u>Commonwealth Use</u>. 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 and/or trademark 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. <u>Public Disclosure</u>. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. **If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. (See Appendix D, Trade Secret/Confidential Proprietary Information Notice)**. If financial capability information is submitted in response to Part II of this RFP such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b) (26).

I-19. Best and Final Offers.

A. While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining "best and final offers." To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following, in any combination and order:

   1. Schedule oral presentations; Offerors shall be prepared to conduct oral presentations tentatively scheduled the weeks of <u>January 11, 2016</u> and <u>January 18, 2016</u>. The Issuing Office will notify Offerors selected to conduct oral presentations.

   2. Request revised proposals;

   3. Conduct a reverse online auction; and

   4. Enter into pre-selection negotiations.

B. The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer:

   1. Those Offerors, which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.

   2. Those Offerors, which the Issuing Office has determined in accordance with **Part III, Section III-5**, from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract.

   3. Those Offerors whose score for their technical submittal of the proposal is less than **70%** of the total amount of technical points allotted to the technical criterion.

   The issuing office may further limit participation in the best and final offers process to those remaining responsible offerors which the Issuing Office has, within its discretion, determined to be within the top competitive range of responsive proposals.

C. The Evaluation Criteria found in **Part III, Section III-4**, shall also be used to evaluate the Best and Final offers.

D. Price reductions offered through any reverse online auction shall have no effect upon the Offeror's Technical Submittal. Dollar commitments to Small Diverse Businesses can be reduced only in the same percentage as the percent reduction in the total price offered through any reverse online auction or negotiations.

I-20. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

I-21. Restriction of Contact. From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror's proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.

I-22. Issuing Office Participation. Offerors shall provide all services, supplies, facilities, and other support necessary to complete the identified work, except as otherwise provided in this **Part I, Section I-22**. **The Office of Administration shall make available a shared vendor work area for the selected Offerors use, in 1 Technology Park, Harrisburg, PA 17110. Offeror personnel wishing to use this space must have background checks performed and a Commonwealth Vendor badge issued.** The space available will not be dedicated to the

awarded contractor, but rather shared with other contractors working with the Commonwealth. The selected Offeror will have access to a shared telephone and guest Wi-Fi.

Instructor led, classroom training identified in **Section IV-3.L Training** shall take place at Forum Place, Harrisburg. There must be prior coordination with the Office of Administration Voice and Unified Communications Office for the use of these facilities.

I-23. **Term of Contract.** The term of the contract will commence on the Effective Date and will end **three (3) years after the Effective Date**. **The Commonwealth may renew the Contract for up to four (4) additional years, in single or multi-year increments.** The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not begin to perform or incur any expenses under the contract until (1) the contract Effective Date has arrived; (2) it has received a copy of the fully executed contract; and (3) it has received a purchase order or other written notice to proceed signed by the Contracting Officer.

I-24. **Offeror's Representations and Authorizations.** By submitting its proposal, each Offeror understands, represents, and acknowledges that:

A. All of the Offeror's information and representations in the proposal are true, correct, material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.

B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.

C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.

D. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

E. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

F. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any Local, State or Federal governmental agency and have not in the last **four (4)** years been convicted or found liable for any act prohibited by Local, State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.

G. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.

H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.

I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal. (See Pennsylvania State Adverse Interest Act)

J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.

K. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity The selected Offeror shall not begin to perform or incur any expenses under the contract until (1) the contract Effective Date has arrived; (2) it has received a copy of the fully executed contract; and 3) it has received a purchase order or other written notice to proceed signed by the Contracting Officer.

I-25. Notification of Selection.

A. **Contract Negotiations.** The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.

B. **Award.** Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

I-26. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest (See **Section I-27** of this RFP).

I-27. RFP Protest Procedure.

A. Who May File a Protest. An Offeror or Prospective Offeror which is aggrieved in connection with the RFP or award of the contract may file a protest. An Offeror is an entity which submits a proposal in response to an RFP. A Prospective Offeror is an entity which has not submitted a proposal in response to the RFP. No protest may be filed if the RFP is cancelled or if all proposals received in response to the RFP are rejected.

B. Place for Filing. A protest must be filed with the Agency Head Designee by either email or hardcopy.

    1. A protest filed by email should be submitted to RA-OITProtest@pa.gov with a subject line including the solicitation number 6100035614 for which the action is being filed.

    2. A protest filed by hardcopy should be submitted to the attention of the Agency Head Designee at the following address:

        Ms. V. Reid Walsh
        Chief of Staff to the Secretary of Administration
        613 North Street
        Room 207
        Harrisburg, PA 17120

C. Time for Filing.

    1. A Prospective Offeror which is considering filing a proposal must file the protest within seven (7) days after the Prospective Offeror knew or should have known of the facts giving rise to the protest, but in no event later than the proposal submission deadline specified in the RFP.

    2. A protest filed by an Offeror which submits a proposal must be filed within seven (7) 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 (7) days after the date the notice of award of the contract is posted on the DGS website.

    3. The date of filing the protest is the date the Agency Head Designee receives the protest.

4.   For purposes of this RFP, to be timely, a protest must be received by 4:00 p.m. of the seventh day.

5.   Commonwealth agencies are required by law to disregard any protest received beyond the deadlines established in this **Section I-28**.

D. Contents of Protest.

1.   A protest must be in writing. Hard copy in paper and electronic copy via email are acceptable.

2.   A protest shall state all grounds upon which the protesting party asserts that the RFP or contract award was improper.

3.   The protesting party may submit with the protest any documents or information it deems relevant.

E. Notice of Protest.

1.   The Agency Head Designee will notify the successful Offeror of the protest if contractor selection has already been made.

2.   If the Agency Head Designee receives the protest before selection, and he or she determines that substantial issues are raised by the protest, the Agency Head Designee will, in the sole discretion of the Agency Head Designee, notify all Offerors which appear to have a substantial and reasonable prospect of selection, as determined by the Agency Head, that a protest has been filed.

F. Stay of Procurement.

1.   The Agency Head designee will promptly decide upon receipt of a timely protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended.

2.   The Issuing Office shall not proceed further with the RFP unless the Agency Head Designee makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the Commonwealth.

G. Response and Reply.

1. Within 15 days of receipt of the protest, a response to the protest may be submitted to the Agency Head Designee. The protesting party must be copied on the response.

2. The protesting party may file a reply to the response within ten days of the date of the response.

H. Procedures.

1. The Agency Head Designee shall review the protest and any response and reply.

2. The Agency Head Designee may request and review such additional documents or information he deems necessary to render a decision and may, at his sole discretion, conduct a hearing.

3. The Agency Head Designee shall provide to the protesting party and the contracting officer a reasonable opportunity to review and address any additional documents or information deemed necessary by the Agency Head Designee to render a decision.

I. Determination.

The Agency Head Designee shall promptly, but in no event later than 60 days from the filing of the protest unless both parties agree to an extension, issue a written determination. The determination shall:

1. State the reason for the decision, and

2. If the determination is a denial of the protest, inform the protesting party of its right to file an action in the Commonwealth Court within fifteen (15) days of the determination mailing date.

3. The Agency Head Designee shall send a copy of the determination to the protesting party and any other person determined by the Agency Head Designee in his sole discretion to be affected by the determination.

I-28. Use of Electronic Versions of this RFP. 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-29.   Information Technology Policies.
This RFP is subject to the Information Technology Policies (ITP's) {formerly known as Information technology Bulletins} issued by the Office of Administration, Office for Information Technology (OA-OIT). ITP's may be found at http://www.oa.pa.gov/Policies/Pages/itp.aspx

All proposals must be submitted on the basis that all ITP's are applicable to this procurement.   It is the responsibility of the Offeror to read and be familiar with the ITP's. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITP's in its technical response, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable to the procurement. The Offeror's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITP's.

PROPOSAL REQUIREMENTS

Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all Small Diverse Business cost data should be kept separate from and not included in the Technical Submittal. Each Proposal shall consist of the following **three** separately sealed submittals:

    A. Technical Submittal, which shall be a response to RFP **Part II, Sections II-1 through II-8**;

    B. Small Diverse Business participation submittal, in response to RFP **Part II, Section II-9**; and

    C. Cost Submittal, in response to RFP **Part II, Section II-10.**

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

The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

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

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

II-3.   Work Plan. Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in **Part IV** of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach.

II-4.   Prior Experience. The Offeror shall have current contact centers of the same size as the Commonwealth, as shown in **Appendix E, ECCS Contact Center Statistic**, for a minimum of two (2) years, preferably state or federal customers. The Offeror should have experience with at least one (1) 1,500+ seat contact center and at least one (1) contact center that has handled up to 40,000 calls in one day. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted. Complete **Appendix F, Project References** for each project referenced.

Offeror must provide details of any industry recognized quality standards to which it is compliant, such as ITIL, as well as any industry certifications or awards received.

II-5.   Personnel.   Include the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project and how contract participants are able to contact them. For key personnel including, but not limited to, a Project Manager, Technical Subject Matter Expert (TSME), Integration Subject Matter Expert (ISME), Incident Manager, Trainer, and Reporting Specialist include the employee's name and, through a resume or similar document, the Project personnel's education and experience in the areas specified in **Section IV-3.K Personnel** for additional information.

Complete **Appendix G, Personnel Experience by Key Position**, for each of the key personnel being proposed. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Identify by name any subcontractors you intend to use and the services they will perform.

Any changes by the selected vendor to the proposed project team personnel must be approved by the Commonwealth in writing. Substituted staff must be approved by the Commonwealth and must meet or exceed the qualifications of proposed staff. At any time during the term of this contract, the Commonwealth reserves the right to review, approve, and require the Offeror to remove any personnel the Offeror proposes to assign or currently has assigned to the contract.

II-6.   Training.
If appropriate, indicate recommended training of agency personnel.   Include the agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

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

hardcopies. The Commonwealth reserves the right to request additional information it deems necessary to evaluate an Offeror's financial capability.

II-8.   Objections and Additions to IT Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions (contained in **Appendix A, IT Contract Terms and Conditions**) it would like to negotiate and what additional terms and conditions the Offeror would like to add to the IT 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 IT Contract Terms and Conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Appendix A, IT Contract Terms and Conditions**. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

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

II-9.   Small Diverse Business Participation Submittal.

A. To receive credit for being a Small Diverse Business or for subcontracting with a Small Diverse Business (including purchasing supplies and/or services through a purchase agreement), an Offeror must include proof of Small Diverse Business qualification in the Small Diverse Business participation submittal of the proposal, as indicated below:

> A Small Diverse Business verified by BDISBO as a Small Diverse Business must provide a photocopy of its DGS issued certificate entitled "Notice of Small Business Self-Certification and Small Diverse Business Verification" indicating its diverse status.

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

1. *All* Offerors must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Offeror and not by subcontractors and suppliers.

2. *All* Offerors must include a numerical percentage which represents the total percentage of the total cost in the Cost Submittal that the Offeror commits to paying to Small Diverse Businesses (SDBs) as subcontractors. To support its total percentage SDB subcontractor commitment, Offeror must also include:

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

b) The name of each Small Diverse Business. The Offeror will not receive credit for stating that after the contract is awarded it will find a Small Diverse Business.

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

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

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

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

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

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

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

C. The Offeror is required to submit **two** copies of its Small Diverse Business participation submittal. The submittal shall be clearly identified as Small Diverse Business information and sealed in its own envelope, separate from the remainder of the proposal.

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

E. An Offeror that qualifies as a Small Diverse Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

II-10. Cost Submittal. The information requested in this **Part II, Section II-10** shall constitute the Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. The total proposed cost shall be broken

down into the following components listed on **Appendix I, Cost Matrix**. Please use the instructions contained in **Appendix I, Cost Matrix** for further information. Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Part I, Section I-9**, of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

The Issuing Office will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a notice to proceed.

II-11.   Domestic Workforce Utilization Certification.   Complete and sign the Domestic Workforce Utilization Certification contained in **Appendix J, Domestic Workforce Utilization Certification** of this RFP. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal must be:

A. Timely received from an Offeror;

B. Properly signed by the Offeror.

III-2. Technical Nonconforming Proposals. The Mandatory Responsiveness Requirements set forth in **Section III-1** above (A-B) are the only RFP requirements that the Commonwealth will consider to be *non-waivable.* The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal.

III-3. Evaluation. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BDISBO will evaluate the Small Diverse Business participation submittal and provide the Issuing Office with a rating for this component of each proposal. The Issuing Office will notify in writing of its selection for negotiation the responsible Offeror whose proposal is determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors.

III-4. Evaluation Criteria. The following criteria will be used in evaluating each proposal:

A. **Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as **50%** of the total points. Evaluation will be based upon the following:

- Soundness of Approach
- Contractor Qualifications
- Personnel Qualifications

The final Technical scores are determined by giving the maximum number of technical points available to the proposal with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage:
http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx

B. **Cost:** The Issuing Office has established the weight for the Cost criterion for this RFP as **30%** of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage:

C. **Small Diverse Business Participation:**

BDISBO has established the weight for the Small Diverse Business (SDB) participation criterion for this RFP as **20%** of the total points. Each SDB participation submittal will be rated for its approach to enhancing the utilization of SDBs in accordance with the below-listed priority ranking and subject to the following requirements:

1. A business submitting a proposal as a prime contractor must perform 60% of the total contract value to receive points for this criterion under any priority ranking.

2. To receive credit for an SDB subcontracting commitment, the SDB subcontractor must perform at least fifty percent (50%) of the work subcontracted to it.

3. A significant subcontracting commitment is a minimum of **five percent (5%)** of the total contract value.

4. A subcontracting commitment less than **five percent (5%)** of the total contract value is considered nominal and will receive reduced or no additional SDB points depending on the priority ranking.

Priority Rank 1: Proposals submitted by SDBs as prime offerors will receive 150 points. In addition, SDB prime offerors that have significant subcontracting commitments to additional SDBs may receive up to an additional 50 points (200 points total available).

Subcontracting commitments to additional SDBs are evaluated based on the proposal offering the highest total percentage SDB subcontracting commitment. All other Offerors will be scored in proportion to the highest total percentage SDB subcontracting commitment within this ranking. *See formula below.*

Priority Rank 2: Proposals submitted by SDBs as prime contractors, with no or nominal subcontracting commitments to additional SDBs, will receive 150 points.

Priority Rank 3: Proposals submitted by non-small diverse businesses as prime contractors, with significant subcontracting commitments to SDBs, will receive up to 100 points. Proposals submitted with nominal subcontracting commitments to SDBs will receive points equal to the percentage level of their total SDB subcontracting commitment.

SDB subcontracting commitments are evaluated based on the proposal offering the highest total percentage SDB subcontracting commitment. All other Offerors will be scored in proportion to the highest total percentage SDB subcontracting commitment within this ranking. *See formula below.*

Priority Rank 4: Proposals by non-small diverse businesses as prime contractors with no SDB subcontracting commitments shall receive no points under this criterion.

To the extent that there are multiple SDB Participation submittals in Priority Rank 1 and/or Priority Rank 3 that offer significant subcontracting commitments to SDBs, the proposal offering the highest total percentage SDB subcontracting commitment shall receive the highest score (or additional points) available in that Priority Rank category and the other proposal(s) in that category shall be scored in proportion to the highest total percentage SDB subcontracting commitment. Proportional scoring is determined by applying the following formula:

$$\frac{SDB\ \%\ Being\ Scored}{Highest\ \%\ SDB\ Commitment} \quad x \quad \begin{array}{c} Points/Additional \\ Points\ Available* \end{array} = \begin{array}{c} Awarded/Additional \\ SDB\ Points \end{array}$$

Priority Rank 1 = 50 Additional Points Available
Priority Rank 3 = 100 Total Points Available

Please refer to the following webpage for an illustrative chart which shows SDB scoring based on a hypothetical situation in which the Commonwealth receives proposals for each Priority Rank:
http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx

D. **Domestic Workforce Utilization:** Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available for this criterion is **3%** of the total points for this RFP.

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. See the following webpage for the Domestic Workforce Utilization Formula:
http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx.

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. (See **Appendix J, Domestic Workforce Utilization Certification**)

III-5. Offeror Responsibility.   To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract.

In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

A. The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **70%** of the **available technical points**; and

B. The Offeror's financial information must demonstrate that the Offeror possesses the financial capability to assure good faith performance of the contract.   The Issuing Office will review the Offeror's previous three financial statements, any additional information received from the Offeror, and any other publicly-available financial information concerning the Offeror, and assess each Offeror's financial capacity based on calculating and analyzing various financial ratios, and comparison with industry standards and trends.

An Offeror which fails to demonstrate sufficient financial capability to assure good faith performance of the contract as specified herein may be considered by the Issuing Office, in its sole discretion, for Best and Final Offers or contract negotiation contingent upon such Offeror providing contract performance security, in a form acceptable to the Issuing Office, for twenty percent (20%) of the proposed value of the base term of the contract. Based on the financial condition of the Offeror, the Issuing Office may require a certified or bank (cashier's) check, letter of credit, or a performance bond conditioned upon the faithful performance of the contract by the Offeror. The required performance security must be issued or executed by a bank or surety company authorized to do business in the Commonwealth. The cost of the required performance security will be the sole responsibility of the Offeror and cannot increase the Offeror's cost proposal or the contract cost to the Commonwealth.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, Contractor Responsibility Program.

III-6. Final Ranking and Award.

A. After any best and final offer process conducted, the Issuing Office will combine the evaluation committee's final technical scores, BDISBO's final small diverse business participation scores, the final cost scores, and (when applicable) the domestic workforce utilization scores, in accordance with the relative weights assigned to these areas as set forth in this Part.

B. The Issuing Office will rank responsible offerors according to the total overall score assigned to each, in descending order.

C. The Issuing Office must select for contract negotiations the offeror with the highest overall score; PROVIDED, HOWEVER, THAT AN AWARD WILL NOT BE MADE TO AN OFFEROR WHOSE PROPOSAL RECEIVED THE LOWEST TECHNICAL SCORE AND HAD THE LOWEST COST SCORE OF THE RESPONSIVE PROPOSALS RECEIVED FROM RESPONSIBLE OFFERORS. IN THE EVENT SUCH A PROPOSAL ACHIEVES THE HIGHEST OVERALL SCORE, IT SHALL BE ELIMINATED FROM CONSIDERATION AND AWARD SHALL BE MADE TO THE OFFEROR WITH THE NEXT HIGHEST OVERALL SCORE.

D. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

PART IV

WORK STATEMENT

IV-1. Objectives.

A. General.
The Commonwealth of Pennsylvania Office of Administration (OA) seeks to procure an industry leading multi-tenant, multi-channel, interactive contact center platform and comprehensive solution that will scale and adapt to the diverse needs of the state government and the public it serves.

B. Specific.
This RFP includes a solicitation of proposals from qualified Offeror's to provide and maintain a cloud based, multi-instance contact center platform that can handle the specific needs of the agencies of the Commonwealth of Pennsylvania. The selected Offeror's solution is required to handle multiple interactions across multiple contact centers including, but not limited to, inbound/outbound voice, email, and instant messaging (chat), and social media. The solution must handle varying call volumes per day as outlined in this RFP. Due to the nature of the Commonwealth's business and the fluctuating needs of its citizens, the platform should be easily scalable and have the ability to handle increased call volumes due to emergencies or other major events.
The Commonwealth is requesting proposals from Offeror's who have the ability to work in conjunction with agencies for design, implementation, training, and support for all current and future contact centers and do so in a timely fashion with as little disruption to day-to-day business as possible.

IV-2. Nature and Scope of the Project.

A. Current Environment.
The majority of Commonwealth contact centers are comprised of 94 small and medium instances and are serviced by a cloud based solution, Virtual Contact Center (VCC), an inContact product as described in Appendix E, ECCS Contact Center Statistics and Appendix K, ECCS Recording Information by Contact Center. With approximately 2,000 seats deployed across these ninety-four contact centers, all local/toll free voice, email, and instant messaging interactions are handled for both internal and public facing service centers.

In addition to the small and medium instances, the Commonwealth uses OpenScape Contact Center as the primary contact center solution for its three major contact centers. These three tenants, with 1500+ seats, reside on two redundant, geographically diverse, hosted systems.   These tenants are integrated with the PennConnect IPT VoIP infrastructure and utilize this IPT Platform for agent dial tone. Both the OpenScape and PennConnect platform are provided by Unify. A Genesys IVR platform is front facing aspect of the system for the Unemployment Compensation and Department of Revenue

tenants that encounter sudden increases in call volumes as well as an outbound dialing system used, exclusively, by Department of Revenue.

Several, user-configurable, auto attendant platforms are also in use across the Commonwealth for simple call routing and distribution.

B. Scope.
   The scope of this project comprises all current and future contact centers in use by the Commonwealth. The initial conversion effort will focus on the Department of Human Services (DHS), transitioning from its current platform(s) to the selected Offeror's system. DHS comprises approximately half of Commonwealth contact center seats. Other Commonwealth agencies will transition when convenient for their business.

IV-3. Requirements.
The following requirements and standards must be met. By submitting a proposal, Offeror acknowledges its understanding of the following requirements and standards and its agreement to meet those requirements and standards. Offerors must describe in their technical proposal how the requirements, as described in this section, will be met.

A. Technical Requirements.

1. The selected Offeror must meet the requirements stated in **Appendix L**, **ECCS Requirements Matrix.**

2. The selected Offer must provide ongoing administrative support as required by individual Commonwealth contact centers. Administrative support includes, but is not limited to, call routing, addition of feature sets, and applying holiday or special routing to the contact center.

3. In the technical proposal, Offeror must provide an up-to-date list and detailed description of all known issues within its proposed solution as of the response date of this RFP. The list shall be kept up-to-date throughout the life of the contract.

4. In the technical proposal, Offeror must describe features of the proposed solution that are in addition to those set out in **Appendix L**, **ECCS Requirements Matrix** and that will be provided to the Commonwealth at no additional cost.

B. Hosting Requirements.
   The selected Offeror must meet the hosting requirements stated in **Appendix M, Hosted Applications Service Requirements**.

C. Governance.
   The Commonwealth uses ITIL based processes. The selected Offeror must follow current and future Commonwealth processes. Current Commonwealth processes are outlined in the following Appendices:

1. **Appendix N, Change Management Process**
2. **Appendix O, OA-OIT Incident Management Process**
3. **Appendix P, OA-OIT Financial Management Process**
4. **Appendix Q, OA-OIT Problem Management Process**
5. **Appendix R, Contract Change Control Procedures**
6. **Appendix S, OA-OIT Service Level Management Process**

The Commonwealth is in process of developing and documenting its ITIL process. The appendices listed above are provided for reference purposes only. The documents are samples, including some in draft form, and may be modified by the Commonwealth from time to time.

D. **Service Level Agreements (SLA).**
The selected Offeror must meet or exceed the SLAs described in Appendix T, Service Level Agreement. The SLAs will apply to all contact centers. Service Level Credits will apply if the SLAs are not met.

Offeror shall describe how its solution ensures compliance with SLAs.

E. **Interfaces.**
The selected Offeror's solution must support existing and future integration points and connections with the Commonwealth and third party vendors. The solution must include the capability to add additional interfaces for the Commonwealth's future needs.

1. The selected Offeror must provide integration with the Commonwealths financial tool, currently SAP.

2. The selected Offeror must provide integration with the existing agency interfaces described below.

   a. Customer Relationship Management (CRM).
   The Commonwealth currently has one CRM vendor, Infor/Enwisen, that integrates directly with the OA HRSC contact center that provides caller (employee) information automatically to the agent that handles their call.

   b. Interactive Voice Response (IVR).

      i. The Department of Health will have, at the time of contract award, an IVR that connects directly with a Microsoft SQL Server 2008 R2 database. This IVR system will handle approximately 200 calls a day, 15 simultaneous calls at a time that last an estimated 10 minutes per call. This system allows callers to enter check information directly into Women, Infant, and Children (WIC) database to process WIC checks. This is a 24/7/365 system.

ii. The Department of Revenue (DOR) has seven (7) separate IVR applications. Five are tax specific self-service, one is used to request faxed forms and one is used for Lottery winning numbers.

- Self-Service Tax Applications IVR provides read only access to DOR mainframe and SAP hosts systems, via secure web service. Users typically enter a tax ID and some other identifying piece of information such as prior year tax liability or current year refund amount requested. Information garnered from the mainframe are Personal Income Tax that will read to callers refund status, return filed status, and estimated tax payments and Property Tax Rent Rebate (PTRR) which will read to callers rebate status or the application will pass the caller into the appropriate PTRR contact center queue if certain conditions on the account are met and the call is within contact center hours. Corporate Tax will read information to callers such as payments and credits from the SAP host system.

- The Fax Forms IVR is a self-service application to have tax forms mailed/emailed or faxed back. The "mailed" leg uses a transcriber mailbox to obtain address, email and forms wanted information from the caller, and passes messages to an email resource account in the Commonwealth exchange system. Users manually retrieve and fulfill these requests out of the resource account. Faxed back leg collects fax phone number and form IDs and the uses a flat file integration with the Commonwealth's Kofax solution to match form IDs to PDF documents in the Kofax document store. Kofax will then fax the forms back to the requesting caller automatically.

- Lottery Winning Numbers is currently a manual entry to the self-service application by Lottery end users. A web application and phone (backup) are the current manual mechanisms for updating numbers.

2. Recording Servers.
Some Commonwealth contact centers use an on premise recording server with a vendor provided user interface that allows users to search for recordings. The contact center automatically downloads all inbound and outbound recordings to these servers for retention and later use. Recording information can be found in **Appendix K, ECCS Recording Information by Contact Center**.

3. Recording and Data FTP.

Select agencies will require the selected Offeror to use FTP, SFTP, web services, and database integration for the transmission and receipt of contact center data including, but not limited to call recordings.

F. Solution Support.
The selected Offeror must provide system support as described in **Appendix L, ECCS Requirements Matrix** Category 8.0.   The selected Offeror shall use the Commonwealth's ITSM system, currently Service Now. The selected Offeror must be capable of receiving tickets, calls, and chat from the Commonwealth's Tier 1 Help Desk or telecommunications staff.

G. Audits and Reporting.

1. The selected Offeror must accept and support all requests by the Commonwealth to audit the solutions. Audits may include but not be limited to state, federal, and internal audits of the solution functions, reports, notices, security, financials, and generated files. The selected Offeror may be required to take remedial action based on the audit findings.

2. The selected Offeror must develop, at a minimum, the reports specified in **Appendix L, ECCS Requirements Matrix** and **Appendix U, Reporting Examples**. The Commonwealth reserves the right to add or delete reports.

H. Policies and Procedures.

1. The programs supported by this project are subject to Health Insurance Portability and Accountability Act (HIPAA). The selected Offeror must act as a Business Associate as specifically set forth in Exhibit A (Business Associate Agreement) attached to **Appendix A, IT Terms and Conditions**.

2. The selected Offeror must comply with the Breach of Personal Information Act (73 P.S. § §2301 *et seq.*) - http://www.legis.state.pa.us/cfdocs/legis/Li/uconsCheck.cfm?txtType=HTM&yr=2005&sessInd=0&act=0094.

3. The solutions must be compliant with IRS Publication 1075 security requirements for taxpayer data.

I. Security Requirements.

1. In the technical proposal, Offerors must describe the security features embedded into the solution and provide a security plan document detailing system security features.

2. In the technical proposal, Offerors must describe the security breach incident reporting procedure for the solution.

3. The Offeror must provide an incident response plan, to be approved by the Commonwealth.

4. The selected Offeror must ensure that the solution provides for the safeguarding of data and shall incorporate features for maintaining program integrity.

5. The selected Offeror must ensure the ITP's and generally accepted security principles are followed. The Commonwealth reserves the right to review external audit to ensure compliance.

6. The selected Offeror must provide adequate backup and recovery features to ensure that critical business functions can continue in cases of system disruption or outage and that the system can be reconstructed in the case of a failure or disaster. In the technical proposal, Offerors must describe backup and recovery features and processes.

J. Personnel.

1. General Qualifications.
The selected Offeror must use experienced staff, throughout the life of the contract, with the ability to prepare clear, concise, accurate, and effective written documentation. The staff assigned must have excellent oral and written communication skills, the ability to effectively communicate with individuals and small groups, the ability to coordinate task-oriented group efforts, as well as acceptable preparation and presentation skills.

   The selected Offeror must maintain a core team of qualified staff who are able to support all aspects of the Commonwealth ECCS contract resulting from this RFP. In the case that it is necessary to identify a resource that will not be 100% dedicated to the resulting Contract, the selected Offeror shall indicate the percent of time that the personnel will be assigned to this Contract, as well as the percent of time the personnel will be assigned to concurrent projects.

2. Project Manager:
The Project Manager will be responsible for the overall coordination and communication of the transition of each existing contact center and the implementation of new contact centers through the life of the Contract. The Project Manager will be responsible for supplying and executing project plans for each contact center.

   Qualifications:

   - At least two (2) years of project management experience involving the implementation of contact centers. The Project Manager must have at least two (2) years of experience in a project of similar size.

- Project Management Professional (PMP) certification or equivalent preferred.

3. Technical Subject Matter Expert (TSME).
   The TSME will be the sole authority and single point of contact for all technical facets of the selected Offeror's network. The TSME should have intimate knowledge of all functions of the platform and be readily available to answer technical questions from the Commonwealth.

   Qualifications:

   - At least three (3) years of experience working with the Offeror's proposed solution.

4. Integration Subject Matter Expert (ISME).
   The ISME will be the sole authority and single point of contact for any integration that is required between the selected Offeror's platform and agency interfaces detailed in **Section IV-3.E Interfaces**. Offeror shall describe the proposed ISME's experience in the development of interfaces required by the Commonwealth.

   Qualifications:

   - At least three (3) years of experience working with similar integrations with similar sized customers.

5. Incident Manager.
   The Incident Manager will act as the owner and single point of contact for all incidents related to any Commonwealth contact center. The Incident Manager will be responsible for the tracking, escalation, communication, and management of incidents and outages from the time of initial logging through resolution.

   Qualifications:

   - At least three (3) years of experience in a similar role.

6. Trainer.
   The trainer will be responsible for all training and training material as listed in, but not limited to, **Section IV-3.K Training**.

   Qualifications:

   - Knowledge of the features and functions of the Offeror's specific platform.

- At least two (2) years of experience training on the Offeror's specific platform with similar sized customers.

7. <u>Reporting Specialist.</u>
The reporting specialist will act as the sole authority and single point of contact for all reporting needs of the Commonwealth. They should have intimate knowledge on how to pull reports and have the ability to guide agencies in creating custom reports or answering any reporting questions Contract Participants may have.

Qualifications:

- At least two (2) years of experience in a similar role with similar sized customers.

K. Training.
The selected Offeror shall provide several facets of training for users of the platform. User roles shall include, but not be limited to, the agents, supervisor, report generator or manager, and system administrator. All training material will also be reviewed and approved by the Commonwealth prior to being made available to the enterprise.

Offeror shall submit a draft training plan for the solution which includes, at a minimum;

1. <u>Training Materials.</u>

Training materials must be available 24 hours a day 7 days a week and updated with regular cadence with system changes or upgrades that affect the users experience.

2. <u>Detailed "how-to" Guides.</u>

Guides must be available 24 hours a day 7 days a week and updated with regular cadence with system changes or upgrades that affect the users experience.

3. <u>Instructional Videos.</u>

Instructional videos for common tasks such as an agent accepting an interaction.

4. <u>Cheat Sheet.</u>

Single page "cheat-sheet" with basic refresher info on each role.

5. <u>Interactive Instruction.</u>

On-Demand, trainee lead and online interactive instruction detailing how to perform the user's role within the platform.

6. Instructor Lead Training.

    Class room or collaboration session where users are taught how to perform their
    role in a training environment mirroring their production instance. Role specific,
    instructor lead training will be made available for each transition or new instance
    of a contact center. Following transition and once a contactcenter is in steady
    state, new users will be offered tier three training on a monthly basis (as required)
    at an enterprise level.

Upon execution of the contract resulting from this RFP, the Offeror shall provide a
finalized training plan to be approved by the Commonwealth within sixty (60) days. See
Appendix L, ECCS Requirements Matrix for additional information.

L. Outgoing Transition Plan.

Should OA decide to transition the work being done under the contract resulting from this
RFP to a different vendor, the selected Offeror shall actively and cooperatively
participate with OA and the incoming vendor. The selected Offeror must provide OA
and the incoming vendor, upon OA's request, any and all data, content, files, instructions,
processes, and all other items deemed appropriate by OA to successfully transition
services and work effort. Data shall be provided in a format that is considered an
industry-standard and approved by OA.

The selected Offeror shall develop an outgoing transition plan when requested by OA.
The outgoing transition plan shall be reviewed and approved by the OA. Once approved
by OA, all activities included in the outgoing transition plan must be completed within
sixty (60) days from request.

M. Disaster Recovery (DR).

The selected Offeror must employ disaster recovery procedures to prevent an interruption
in the use of the solution as described in **Appendix L, ECCS Requirements Matrix**.
Offeror shall describe its disaster recovery plans for maintaining operations during
disasters. Offeror shall provide detailed information regarding its DR systems,
architecture/frameworks, capabilities, governance, and procedures. Offeror shall describe
how its disaster recovery plans support compliance with the required system availability
as described in **Appendix T, Service Level Agreement**.

N. Emergency Preparedness.

To support continuity of operations during an emergency, including a pandemic, the
Commonwealth needs a strategy for maintaining operations for an extended period of
time. One part of this strategy is to ensure that essential contracts that provide critical
business services to the Commonwealth have planned for such an emergency and put
contingencies in place to provide needed goods and services.

1. Describe how Offeror anticipates such a crisis will impact its operations.

2. Describe Offeror's emergency response continuity of operations plan. Attach a copy of the plan, or at a minimum, summarize how the plan addresses the following aspects of pandemic preparedness:

a) Employee training (describe Offeror's training plan, and how frequently it will be shared with employees)

b) Identified essential business functions and key employees (within Offeror) necessary to carry them out

c) Contingency plans for:

   i.) How Offeror will handle staffing issues when a portion of key employees are incapacitated due to illness.

   ii.) How Offeror employees will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.

d) How Offeror will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.

e) How and when Offeror's emergency plan will be tested, and if the plan will be tested by a third-party.

IV-4. Tasks.
The selected Offeror must perform the following tasks. In the technical proposal, Offerors must describe how they will perform the tasks.

A. Implementation.
The Offeror must submit a draft implementation plan with their proposals that includes, but is not limited to the following; requirements management, configuration of environments, solution interface design and implementation, and testing. The selected

The selected Offeror must meet with the Commonwealth to review the draft implementation plan and gather any additional details required to finalize the implementation plan. A finalized implementation plan shall be submitted to the Commonwealth within thirty (30) calendar days of receiving the notice to proceed. The Commonwealth requires ten (10) business days to review the proposed plan and comment. A final plan, revised based on feedback from the Commonwealth, shall be delivered to the Commonwealth within five (5) business day of receiving the Commonwealth feedback.

DELIVERABLE: The finalized implementation plan must be approved by the Commonwealth.

B. Acceptance.
For a period of ten (10) business days from the date of successful turn-up of a contact center, the Commonwealth will utilize and monitor the newly implemented contact center documenting any system issues. The Commonwealth will work closely with the selected Offeror to address any system issues identified prior to acceptance. The selected Offeror shall provide an action plan agreed to by the Commonwealth, work to correct system issues identified, and provide any system modifications to address those issues at no additional cost to ensure complete functionality as required.

The Commonwealth will provide a final acceptance sign-off, provided there are no outstanding system issues impacting the operation of the contact center, at which time the contact center will be consider fully accepted and will move into the operation and support phase.

DELIVERABLE: A final acceptance sign-off is required by the Commonwealth for each contact center.

C. Operation and Support.
The selected Offeror must submit a Monthly SLA and Status reports as described in **Section IV-5 Reports and Project Controls**.

1. Solution Support.
   The selected Offeror must provide solution support services as described in **Section IV-3.F Solution Support**.

2. Administrative Support.
   The selected Offeror must, at the discretion of the Commonwealth, administer each contact center instance. The selected Offerors professional services department, in order to manage ongoing, post transition, administrative functions such as, but not limited to, call flow changes, apply holidays or special routing, or addition of features sets.

3. Maintenance.
   The selected Offeror must perform all system maintenance needed to ensure the solution remains operational and meets the requirements of the Contract.

   The selected Offeror must provide and perform all software upgrades that impact core functionality of the solution at no additional charge.

   The selected Offeror must notify the Commonwealth of any additional upgrades which are considered additional features to the solution that become available. The Commonwealth, at its sole discretion, may choose to purchase such features.

   No system upgrades must be performed without Commonwealth approval.

4. Change Control.

The selected Offeror must perform change management tasks as described in **Appendix N, Change Management Process.**

5. Training.
The selected Offeror must provide a custom training plan, tailored to the needs of the contact center. Plans must be developed for transitioning and new contact centers, satisfying requirements outlined in, but not limited to, **Section IV-3.K.Training**.

D. Enhancements.

The selected Offeror must be responsible for the project management, development, and implementation of system enhancements upon request from the Commonwealth. System Enhancements will include the addition of any new feature or function that is requested by the Commonwealth, to the solution after final acceptance. Configuration changes that do not require source code changes will be considered maintenance and support and not an enhancement. The selected Offeror must have sufficient staff to implement requested changes. At times enhancements may be urgent and require a rapid implementation to meet legislative deadlines and Commonwealth policies procedures changes.

A statement of work will be developed for all enhancements and follow the contract change procedure as described in Appendix R, Contract Change Control Procedures. All enhancements will be performed at the rates as listed on the Rate Card tab of Appendix I, Cost Matrix. All enhancements must be reviewed and approved by the Office of Administration, Voice and Unified Communications Division prior to the enhancement being presented to the Contract Change group.

E. Single Sign On.

Upon request of an individual agency, the selected Offeror must setup single sign on including, but not limited to, contact center platform, dialer, and IVR platforms.

F. Alternative Call Treatment.

Upon request of an individual agency, the selected Offeror must provide alternate call treatment option when port capacity is reached including, but not limited to, voicemail, prerecorded messages, or busy signals.

G. Predictive Dialing.

Upon request of an individual agency, the selected Offeror must provide predictive dialing with the capability to define, manage, and execute multiple campaigns based on user defined record selection criteria.

H. Outgoing Transition.

The selected Offeror must cooperate with the Commonwealth and any subsequent contractor in any activities related to turnover of responsibilities. The selected Offeror shall develop and outgoing transition plan when requested by the Commonwealth. The outgoing transition plan shall include, but is not limited to, content migration and knowledge transfer activities. The selected Offer shall provide all data, content, and attachments in a format that is accepted and agreed to by the Commonwealth. Upon

successful return of the data to the Commonwealth, the Offeror shall destroy, and certify in writing to the destruction of, all confidential information (and all copies of the information) per Commonwealth (OA-OIT) standard as described in the ITPs.

DELIVERABLE: An outgoing transition plan, the Commonwealth data, and a written certification of data destruction will be required by the Commonwealth.

IV-5. Reports and Project Control.

The selected Offeror shall provide project management services throughout the life of the project. The selected Offeror shall create, maintain and execute the following plans, reports, and supporting documentation in a format agreed to by the Commonwealth. The Offeror shall describe its project management methodology and submit a draft project management plan. The finalized project management plan is subject to Commonwealth approval.

A. **Project Management Plan**.
   The project management shall include but not limited to the following:

   1. **Project Plan.**
      The project plan must describe the scope of work for the project and how the scope will be managed. The project plan shall act as a confirmation of project scope, phasing, implementation objectives, and be detailed enough to ensure the product is delivered on time, within projected estimates, and meets all requirements as specified in the RFP. The project plan must include, but is not limited to:

      - Project Scope Statement
      - Scope Management Process
      - Major Milestones /Deliverables
      - Work Breakdown Structure (WBS)
      - Timeline

   2. **Requirements Management Plan.**
      The requirements management plan must describe the process and approach to manage and address requirements throughout the life of the project. The requirements management plan shall include:

      - Requirements Management Process
      - Roles and Responsibilities
      - Requirements Traceability Matrix (RTM)

   3. **Risk Management Plan.**
      The risk management plan must describe the approach used to manage risk throughout the life of the project, how contingency plans are implemented, and how project reserves are allocated to handle the risks. The plan will include the methods for identifying risks, tracking risks, documenting response strategies, and communicating risk information. The risk management plan shall include:

- Risk Management Process
- Roles and Responsibilities
- Rules/Procedures
- Risk Impact Analysis Approach
- Tools

4. **Issue Management Plan.**
The issue management plan described in **Appendix O, OA-OIT Incident Management Process** shall be used for capturing and managing issues throughout the life of the project to ensure the project is moving forward and avoids unnecessary delays. The issues management plan shall include:

- Issues Management Approach
- Roles and Responsibilities
- Tools

5. **Change Control Management Plan.**
The change control management described in **Appendix N, Change Management Process** shall be used as the approach to effectively manage changes throughout the life of a project. The plan will include the process to track change requests from submittal to final disposition (submission, coordination, review, evaluation, categorization), the method used to communicate change requests and their status (approved, deferred, or rejected), the escalation process if changes cannot be resolved by the review team, and the process for project re-baselining. The change control management plan shall include:

- Change Management Process
- Roles and Responsibilities
- Rules/Procedures
- Change Impact Analysis Approach
- Tools

6. **Communications Management Plan.**
The communication management plan must describe the communications process that will be used throughout the life of the project. The process must include the tools and techniques that will provide timely and appropriate generation, collection, distribution, storage, retrieval and disposition of project information. The communications management plan shall include:

- Communications Management Process
- Roles and Responsibilities
- Reporting Tools and Techniques
- Meeting Types and Frequency

7. **Quality Management Plan.**

The quality management plan must describe the approach used to address Quality Assurance (QA) and Quality Control (QC) throughout the life of the project. The quality management plan should identify the quality processes and practices including the periodic reviews, audits and the testing strategy for key deliverables. The plan should also include the criteria by which quality is measured, the tolerances required of product and project deliverables, how compliance is measured, and the process for addressing those instances whenever quality measures are out of tolerance or compliance. The quality management plan will include:

- Quality Management Process
- Roles and Responsibilities
- Tools
- Quality Standards

8. **Time Management Plan.**
The time management plan must describe the process for controlling the proposed schedule and how the achievement of tasks and milestones will be identified and reported. The plan must also detail the process to identify, resolve, and report resolution of problems such as schedule slippage. The time management plan will include:

- Time Management Process
- Role and Responsibilities
- Tools and Techniques

B. **Task Plan.**
A work plan for each task that identifies the work elements of each task, the resources assigned to the task, and the time allotted to each element and the deliverable items to be produced. Where appropriate, a PERT or GANTT chart display should be used to show project, task, and time relationship.

C. **Meetings.**
The selected Offeror shall upon request of the Commonwealth attend meetings, including a monthly service review meeting, in Harrisburg. The Offeror shall provide reports listed below in electronic version acceptable to the Commonwealth within five (5) business days of the months end. The Offeror shall bring hard copies of the report to the monthly meeting for distribution and discussion.

1. **Monthly SLA Report**.
The selected Offeror shall provide a monthly SLA. Report must provide statistical data to track compliance with the SLAs as described in **Appendix T, Service Level Agreement**.

2. **Monthly System Report.**

The selected Offeror shall provide a monthly system as described in **Appendix L, ECCS Requirements Matrix**.

3. **Monthly Status Report.**
   A monthly progress report covering ongoing projects, activities, problems and recommendations. This report should be keyed to the work plan the Offeror developed in its proposal, as amended or approved by the Issuing Office.

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

IV-6.   Contract Requirements—Small Diverse Business Participation.
All contracts containing Small Diverse Business participation must also include a provision requiring the selected contractor to meet and maintain those commitments made to Small Diverse Businesses at the time of proposal submittal or contract negotiation, unless a change in the commitment is approved by the BDISBO. All contracts containing Small Diverse Business participation must include a provision requiring Small Diverse Business subcontractors to perform at least **50%** of the subcontracted work.

The selected contractor's commitments to Small Diverse Businesses made at the time of proposal submittal or contract negotiation shall, to the extent so provided in the commitment, be maintained throughout the term of the contract and through any renewal or extension of the contract.   Any proposed change must be submitted to BDISBO, which will make a recommendation to the Contracting Officer regarding a course of action.

If a contract is assigned to another contractor, the new contractor must maintain the Small Diverse Business participation of the original contract.

The selected contractor shall complete the Prime Contractor's Quarterly Utilization Report (or similar type document containing the same information) and submit it to the contracting officer of the Issuing Office and BDISBO within **10** workdays at the end of each quarter the contract is in force. This information will be used to determine the actual dollar amount paid to Small Diverse Business subcontractors and suppliers. Also, this information will serve as a record of fulfillment of the commitment the selected contractor made and for which it received Small Diverse Business participation points. If there was no activity during the quarter then the form must be completed by stating "No activity in this quarter."

NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF SMALL DIVERSE BUSINESS STATUS OR ENTITLE AN OFFEROR TO RECEIVE CREDIT FOR SMALL DIVERSE BUSINESS UTILIZATION.

Appendix A

IT CONTRACT
TERMS AND CONDITIONS

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

1. TERM AND SCOPE OF CONTRACT

(a) The term of the Contract shall commence on the Effective Date and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract. The Effective Date shall be: a) the date the Contract has been fully executed by the Contractor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained or b) the date referenced in the Contract, whichever is later. The Contract shall not be a legally binding contract until after the fully-executed Contract has been sent to the Contractor.

(b) The Commonwealth reserves the right to execute the Contract, Purchase Orders or any follow-up Contract documents in ink or electronically. The Contractor understands and agrees that the receipt of an electronically-printed Contract with the printed name of the Commonwealth purchasing agent constitutes a valid, binding contract with the Commonwealth. The printed name of the purchasing agent on the Contract represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Contract. The printed name also indicates that all approvals required by Commonwealth contracting procedures have been obtained.

(c) The Contractor shall not start performance until all of the following have occurred: (1) the Effective Date has arrived; (2) the Contractor has received a copy of the fully executed Contract; and (3) the Contractor has received a Purchase Order or other written notice to proceed signed by the Contracting Officer. The Commonwealth shall not be liable to pay the Contractor for any supply furnished or work performed or expenses incurred before the Effective Date or before the Contractor receives a copy of the fully executed Contract or before the Contractor has received a Purchase Order. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date.

(d) The Contractor agrees to furnish the requested services to the Commonwealth as such services are defined in this Contract, the Request for Proposals (RFP) and the Contractor's Proposal.

2. PURCHASE ORDERS

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

(b) Purchase Orders will not include an ink signature by the Commonwealth. The electronically-printed name of the purchaser represents the signature of the individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

(c) Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor.

(d) Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order.

(e) Purchase Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

(f) The Commonwealth and the Contractor specifically agree as follows:

(1) No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.

(2) Upon receipt of a Purchase Order, the Contractor shall promptly and properly transmit an acknowledgement in return. Any order which is issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the Commonwealth, unless and until the Commonwealth agency transmitting the order has properly received an acknowledgement.

(3) The parties agree that no writing shall be required in order to make the order legally binding. The parties hereby agree not to contest the validity or enforceability of the Contract or a genuine Purchase Order or acknowledgement that have been issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements shall be in writing and signed by the party bound thereby. The Contract and any genuine Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of the Contract or any genuine Purchase Order or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

(4) Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

(g)   Purchase Orders under five thousand dollars ($5,000) in total amount may also be made in person or by telephone using a Commonwealth Procurement Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. The Contractor agrees to accept payment through the use of a Commonwealth Procurement card.

3.   DEFINITIONS

(a)   Contracting Officer. The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.

(b)   Days. Unless specifically indicated otherwise, days mean calendar days.

(c)   Developed Works or Developed Materials. Except for Contractor's internal communications relating to Services of this Contract that are not delivered to the Commonwealth, all documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other literary works, works of authorship, or tangible material authored or prepared by Contractor in carrying out the obligations and services under this Contract, without limitation. The terms are used herein interchangeably.

(d)   Documentation. A term used to refer to all materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.

(e)   Proposal. Contractor's response to a Request for Proposals (RFP) issued by the Issuing Agency.

(f)   Services. All Contractor activity necessary to satisfy the Contract.

4.   CONTRACT SCOPE

(a)   If the Contractor must perform work at a Commonwealth facility outside of the daily operational hours set forth by the Commonwealth, it must make arrangements with the Commonwealth to assure access to the facility and equipment. No additional payment will be made on the basis of lack of access, unless the Commonwealth fails to provide access as set out in the RFP.

(b)   Except as set out in this Contract, the Contractor shall not offer for sale or provide Commonwealth agencies with any hardware or software (i.e., personal computers, file servers, laptops, personal computer packaged software, etc.).   Contractor may recommend the use of tools such as hardware and software, without requiring agencies to purchase those tools. Software tools that are NOT on statewide contract will be acquired through separately procured purchase agreements, and the Contractor shall not be considered for award of such agreements if it has recommended their use.

(c)   Contractor shall comply with the IT standards and policies issued by the Governor's Office of Administration, Office for Information Technology (OA/OIT) (located at: http://www.oa.pa.gov/Policies/Pages/itp.aspx),

including the accessibility standards set out in IT Bulletin ACC001, IT Accessibility Policy. The Contractor shall ensure that Services procured under this Contract comply with the applicable standards. In the event such standards change during Contractor's performance, and the Commonwealth requests that Contractor comply with the changed standard, then any incremental costs incurred by Contractor to comply with such changes shall be paid for pursuant to a change order to the Contract.

5. IDENTIFICATION NUMBER

The Contractor must have a SAP vendor number.

6. ORDER OF PRECEDENCE

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

(a) This Contract; then

(b) The proposal, as accepted by the Commonwealth; and then

(c) The RFP.

7. CONTRACT INTEGRATION

(a) This Contract, including the Contract signature pages, together with the proposal and Best and Final Offer, if any, and the RFP and addenda thereto, if any, that are incorporated herein by reference, constitutes the final, complete, and exclusive Contract between the parties containing all the terms and conditions agreed to by the parties.

(b) All representations, understandings, promises, and agreements pertaining to the subject matter of this Contract made prior to or at the time this Contract is executed are superseded by this Contract.

(c) There are no conditions precedent to the performance of this Contract except as expressly set forth herein.

(d) No contract terms or conditions are applicable to this Contract except as they are expressly set forth herein.

8. PERIOD OF PERFORMANCE

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

9. OPTION TO EXTEND

The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to

prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

10.   **SPECIAL REQUIREMENTS**

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

11.   **SUBCONTRACTS**

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

12.   **OTHER CONTRACTORS**

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

13.   **PRIME CONTRACTOR RESPONSIBILITIES**

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

14.   **COMPENSATION**

(a)   The Contractor shall be required to perform at the price(s) quoted in the Contract. All items shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for items supplied and performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

(b)   Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall send an invoice itemized by

Purchase Order line item to the address referenced on the Purchase Order promptly after items are satisfactorily delivered. The invoice should include only amounts due under the Contract/Purchase Order. The Purchase Order number must be included on all invoices. In addition, the Commonwealth shall have the right to require the Contractor to prepare and submit a "Work In Progress" sheet that contains, at a minimum, the tasks performed, number of hours, hourly rates, and the purchase order or task order to which it refers.

15.   PAYMENT

(a)   The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is:

(1)   the date on which payment is due under the terms of the Contract; or

(2)   forty-five (45) calendar days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed).

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

(b)   Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications.

(c)   Electronic Payments

(1)   The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the Contract, the Contractor must submit or must have already submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM).

(2)   The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.

(3)   It is the responsibility of the Contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

16.   ASSIGNABILITY

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

(b)   The Contractor may not assign, in whole or in part, the Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Commonwealth, which consent may be withheld at the sole and absolute discretion of the Commonwealth.

(c)   For the purposes of the Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, encumbrance, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

(d)   Any assignment consented to by the Commonwealth shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.

(e)   Notwithstanding the foregoing, the Contractor may, without the consent of the Commonwealth, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Commonwealth together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of the Contract.

(f)   A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, is not considered to be an assignment. The Contractor shall give the Commonwealth written notice of any such change of name.

17.   **INSPECTION AND ACCEPTANCE**

(a)   Acceptance of Developed Materials will occur in accordance with the Deliverable Approval Plan submitted by the Contactor and approved by the Commonwealth. Upon approval of the plan by the Commonwealth, the Deliverable Approval Plan becomes part of this Contract. For contracts where the development of software, the configuration of software, or the modification of software is the deliverable, the Deliverable Approval Plan must include an Acceptance Test Plan. The Acceptance Test Plan will provide for a Final Acceptance Test, and may provide for Interim Milestone Acceptance Tests. Each Acceptance Test will be designed to demonstrate that the Developed Materials conform with the functional specification for the Developed Materials, if any, and/or the requirements of this Contract. Contractor shall notify the Commonwealth when the deliverable is completed and ready for acceptance testing. The Commonwealth will not unreasonably delay commencement of acceptance testing.

(1)   For Projects that require software integration at the end of the Project, as set out in the RFP, the Commonwealth's acceptance of a deliverable or milestone shall be final unless at the time of Final Acceptance, the Developed Materials do not meet the acceptance criteria set forth in the Contract.

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(2)   For Projects that do not require software integration at the end of the Project as set out in the RFP, the Commonwealth's acceptance of a deliverable or milestone shall be complete and final.
</blockquote>

(b)   Contractor shall certify, in writing, to the Commonwealth when a particular Deliverable milestone, interim or final, is completed and ready for acceptance (hereinafter Acceptance). Unless otherwise agreed to by the Commonwealth, the Acceptance period shall be ten (10) business days for interim milestones and thirty (30) days for final milestones. On or before the 10th business day for interim milestones or 30th business day for the final milestone, following receipt by the Commonwealth of Contractor's certification of completion of a particular milestone, the Commonwealth shall, subject to Section 17(a) either: (1) provide the Contractor with Commonwealth's written acceptance of the Developed Materials in the completed milestone, or (2) identify to Contractor, in writing, the failure of the Developed Materials to comply with the specifications, listing all such errors and omissions with reasonable detail.

(c)   If the Commonwealth fails to notify the Contractor in writing of any failures in the Developed Materials within the applicable Acceptance period, the Developed Materials shall be deemed accepted.

(d)   If the Developed Materials do not meet an accessibility standard, the Contractor must provide written justification for its failure to meet the standard. The justification must provide specific details as to why the standard has not been met. The Commonwealth may either waive the requirement as not applicable to the Commonwealth's business requirements or require that the Contractor provide an acceptable alternative. Any Commonwealth waiver of the requirement must be in writing.

(e)   Upon the Contractor's receipt of the Commonwealth's written notice of rejection, which must identify the reasons for the failure of the Developed Materials in a completed milestone to comply with the specifications, the Contractor shall have fifteen (15) business days, or such other time as the Commonwealth and Contractor may agree is reasonable, within which to correct all such failures, and resubmit the corrected Developed Materials, certifying to the Commonwealth, in writing, that the failures have been corrected, and that the Developed Materials have been brought into compliance with the specifications. Upon receipt of such corrected and resubmitted Developed Materials and certification, the Commonwealth shall have thirty (30) business days to test the corrected Developed Materials to confirm that they are in compliance with the specifications. If the corrected Developed Materials are in compliance with the specifications, then the Commonwealth shall provide the Contractor with its acceptance of the Developed Materials in the completed milestone.

(f)   If, in the opinion of the Commonwealth, the corrected Developed Materials still contain material failures, the Commonwealth may either:

> (1)   Repeat the procedure set forth above; or

> (2)   Proceed with its rights under Section 22 (TERMINATION).
</blockquote>

18.   DEFAULT

(a) The Commonwealth may, subject to the provisions of Section 19 (NOTICE OF DELAYS) and Section 53 (FORCE MAJEURE), and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in Section 22 (TERMINATION) the whole or any part of this Contract for any of the following reasons:

    (1) Failure to begin Services within the time specified in the Contract or as otherwise specified;

    (2) Failure to perform the Services with sufficient labor, equipment, or material to insure the completion of the specified Services in accordance with the Contract terms;

    (3) Unsatisfactory performance of the Services;

    (4) Failure to deliver the awarded item(s) within the time specified in the Contract or as otherwise specified;

    (5) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract;

    (6) Failure or refusal to remove material, or remove, replace, or perform any Services rejected as defective or noncompliant;

    (7) Discontinuance of Services without approval;

    (8) Failure to resume Services, which has been discontinued, within a reasonable time after notice to do so;

    (9) Insolvency;

    (10) Assignment made for the benefit of creditors;

    (11) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due subcontractors for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;

    (12) Failure to protect, to repair, or to make good any damage or injury to property;

    (13) Material breach of any provision of this Contract;

    (14) Failure to comply with representations made in the Contractor's Proposal; or

    (15) Failure to comply with applicable industry standards, customs, and practice.

19. NOTICE OF DELAYS

Whenever the Contractor encounters any difficulty that delays or threatens to delay the timely performance of this Contract (including actual or potential labor disputes), the Contractor shall

promptly give notice thereof in writing to the Commonwealth stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Commonwealth of any rights or remedies to which it is entitled by law or pursuant to provisions of this Contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay. If an extension of the delivery schedule is granted, it will be done consistent with Section 21 (CHANGES).

20.   CONDUCT OF SERVICES

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

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

21.   CHANGES

(a)   At any time during the performance of the Contract, the Commonwealth or the Contractor may request a change to the Contract. Contractor will make reasonable efforts to investigate the impact of the change request on the price, timetable, specifications, and other terms and conditions of the Contract. If the Commonwealth is the requestor of the change, the Contractor will inform the Commonwealth if there will be any charges for the Contractor's services in investigating the change request prior to incurring such charges. If the Commonwealth and the Contractor agree on the results of the investigation and any necessary amendments to the Contract, the parties must complete and execute a change notice to modify the Contract and implement the change. The change request will be evidenced by a Purchase Order issued by the Commonwealth. No work may begin on the change request until the Contractor has received the Purchase Order. If the parties cannot agree upon the results of the investigation or the necessary amendments to the Contract, the change request will not be implemented and, if the Contractor initiated the change request it may elect to handle the matter in accordance with Section 24 (CONTRACT CONTROVERSIES) of this Contract.

(b)   Changes outside the scope of this Contract shall be accomplished through the Commonwealth's normal procurement procedures, and may result in an amended Contract or a new contract. No payment will be made for services outside of the scope of the Contract for which no amendment has been executed, prior to the provision of the services.

22.   TERMINATION

(a)   For Convenience

(1)   The Commonwealth may terminate this Contract without cause by giving Contractor thirty (30) calendar days prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience). Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance under this Contract is terminated either in whole or in part and the date on which such termination becomes effective.

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

(i)   all Services performed consistent with the terms of the Contract prior to the effective date of termination;

(ii)   all actual and reasonable costs incurred by Contractor as a result of the termination of the Contract; and

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

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

(2)   The Contractor shall cease Services as of the date set forth in the Notice of Termination, and shall be paid only for such Services as have already been satisfactorily rendered up to and including the termination date set forth in said notice, or as may be otherwise provided for in said Notice of Termination, and for such services performed during the thirty (30) calendar day notice period, if such services are requested by the Commonwealth, for the collection, assembling, and transmitting to the Commonwealth of at least all materials, manuals, magnetic media, studies, drawings, computations, maps, supplies, and survey notes including field books, which were obtained, prepared, or developed as part of the Services required under this Contract.

(3)   The above shall not be deemed to limit the Commonwealth's right to terminate this Contract for any reason as permitted by the other provisions of this Contract, or under applicable law.

(b)   Non-Appropriation

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

(c)   Default

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

(1)   Subject to Section 30 (LIMITATION OF LIABILITY) of this Contract, in the event the Commonwealth terminates this Contract in whole or in part as provided in this Subsection 22(c), the Commonwealth may procure services similar to those so terminated, and the Contractor, in addition to liability for any liquidated damages, shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the services and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent services for the terminated services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this section.

(2)   Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism, and unusually severe weather. The Contractor shall notify the Contracting Officer promptly in writing of its inability to perform because of a cause beyond the control of the Contractor.

(3)   Nothing in this Subsection 22 (c) shall abridge the Commonwealth's right to suspend, debar, or take other administrative action against the Contractor.

(4)   If it is later determined that the Commonwealth erred in terminating the Contract for default, then the Contract shall be deemed to have been terminated for convenience under Subsection (a).

(5)   If this Contract is terminated as provided by this Subsection 22(c), the Commonwealth may, in addition to any other rights provided in this Subsection, and subject to Section 36 (OWNERSHIP RIGHTS) of this Contract, require the Contractor to deliver to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such reports and other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated. Payment for such reports and documentation will be made consistent with the Contract.

(d)   The rights and remedies of the Commonwealth provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

(e)   The Commonwealth's failure to exercise any rights or remedies provided in this Section shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

(f)   Following exhaustion of the Contractor's administrative remedies as set forth in Section 24 (CONTRACT CONTROVERSIES), the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

23.   BACKGROUND CHECKS

(a)   The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth IT facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at http://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx. The background check must be conducted prior to initial access and on an annual basis thereafter.

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

(c)   The Commonwealth specifically reserves the right of the Commonwealth to conduct or require background checks over and above that described herein.

24.   CONTRACT CONTROVERSIES

(a)   In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.

(b)   The contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120

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

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

25.   CONFIDENTIALITY

(a)   The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to Section 22.c (DEFAULT), in addition to other remedies available to the non-breaching party.

(b)   Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:

(1)   already known to the recipient at the time of disclosure other than through the contractual relationship;

(2)   independently generated by the recipient and not derived from the information supplied by the disclosing party;

(3)   known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;

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

(5)   required to be disclosed by the recipient by law, regulation, court order, or other legal process.

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

(c)   The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:

(1)   Prepare an un-redacted version of the appropriate document, and

(2)   Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and

(3)   Prepare a signed written statement that states:

(i)   the attached document contains confidential or proprietary information or trade secrets;

(ii)   the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and

(iii)   the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.

(4)   Submit the two documents along with the signed written statement to the Commonwealth.

26.   INSURANCE

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

(1)   Worker's Compensation Insurance for all of the Contractor's employees and those of any subcontractor engaged in performing Services in accordance with the *Worker's Compensation Act* (77 P.S.§ 101, *et seq*).

(2)   Public liability and property damage insurance to protect the Commonwealth, the Contractor, and any and all Subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death, and damage to property, including loss of use resulting from any property damage which may arise from its operations under this Contract, whether such operation be by the Contractor, by any Subcontractor, or by anyone directly or indirectly

employed by either. The limits of such insurance shall be in an amount not less than $500,000 per person and $2,000,000 per occurrence, personal injury and property damage combined. Such policies shall be occurrence based rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured, as its interests may appear. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the Commonwealth as an additional insured against the insurance coverages in regard to the Services performed for the Commonwealth.

(b)   Prior to commencing Services under the Contract, the Contractor shall provide the Commonwealth with a copy of each current certificate of insurance. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed in such a way to cause the coverage to fail to comply with the requirements of this Paragraph until at least thirty (30) days prior written notice has been given to the Commonwealth.

(c)   The Contractor agrees to maintain such insurance for the life of the Contract.

(d)   Upon request to and approval by the Commonwealth, contractor's self-insurance of the types and amounts of insurance set for above shall satisfy the requirements of this Section 26 (INSURANCE), provided the Commonwealth may request from Contractor evidence each year during the term of the contract that Contractor has sufficient assets to cover such losses.

27.   CONTRACTOR RESPONSIBILITY PROGRAM

(a)   The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.

(b)   The Contractor must also certify, in writing, that as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.

(c)   The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

(d)   The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

(e)   The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the

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

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

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

28. OFFSET PROVISION FOR COMMONWEALTH CONTRACTS

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

29. TAXES-FEDERAL, STATE, AND LOCAL

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

30. LIMITATION OF LIABILITY

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

(1) bodily injury;

(2) death;

(3) intentional injury;

(4)   damage to real property or tangible personal property for which the Contractor is legally liable; or

(5)   the Contractor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection.

(b)   In no event will the Contractor be liable for consequential or incidental damages unless otherwise specified in the RFP. Except as set out in Section 32 (VIRUS; MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING), the Contractor will not be liable for damages due to lost records or data, unless otherwise specified in the RFP. Notwithstanding the foregoing, the Contractor shall provide reasonable assistance to the Commonwealth in restoring such lost records or data to their most recent backup copy.

31.   COMMONWEALTH HELD HARMLESS

(a)   The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. § 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

(b)   Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

32.   VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING

(a)   Notwithstanding any other provision in this Contract to the contrary, if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards, and provided further that the Commonwealth can demonstrate that the virus or malicious, mischievous or destructive programming was introduced by the Contractor or any of its employees, subcontractors or consultants, the Contractor shall be liable for any damage to any data and/or software owned or licensed by the Commonwealth.   The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor, its servants, agents or employees through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.). In the event of destruction or modification of software, the Contractor shall eliminate the virus,

malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages. The Contractor shall be responsible for reviewing Commonwealth software security standards in effect at the commencement of the Contract and complying with those standards. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.

(b) The Contractor shall perform a security scan on any software or computer program developed by the Contractor or its subcontractors in a country other than the United States of America that may come in contact with the Commonwealth's software or computer networks. Contractor shall perform such security scan prior to introducing any such software or computer program into a Commonwealth development environment, test environment or production environment. The results of these security scans will be provided to the Commonwealth prior to installing into any Commonwealth development environment, test environment or production environment. The Commonwealth may perform, at its discretion, additional security scans on any software or computer program prior to installing in a Commonwealth environment as listed above.

(c) The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Contractor to provide services to the Commonwealth that will be connected to a Commonwealth network for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made. The Commonwealth shall not install any software or monitoring tools on the Contractor's equipment without the Contractor's written consent to do so.

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

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

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

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

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

(b)   The Contractor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Contractor certifies that, in all respects applicable to this Contract, it has exercised and will continue to exercise due diligence to ensure that all works produced under this Contract do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties. The Contractor also agrees to certify that work produced for the Commonwealth under this contract shall be free and clear from all claims of any nature.

(c)   If the defense of the suit is delegated to the Contractor, the Contractor shall pay all damages and costs awarded therein against the Commonwealth. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

(d)   If, in the Contractor's opinion, the products, materials, reports, studies, or computer programs furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, at its option and expense, substitute functional equivalents for the alleged infringing products, materials, reports, studies, or computer programs or, at the Contractor's option and expense, obtain the rights for the Commonwealth to continue the use of such products, materials, reports, studies, or computer programs.

(e)   If any of the products, materials, reports, studies, or computer programs provided by the Contractor are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing products, materials, reports, studies, or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing.

(f)   If the Contractor is unable to do any of the preceding, the Contractor agrees to pay the Commonwealth:

(1)   any amounts paid by the Commonwealth less a reasonable amount based on the acceptance and use of the deliverable;

(2)   any license fee less an amount for the period of usage of any software; and

(3)   the prorated portion of any service fees representing the time remaining in any period of service for which payment was made.

(g)   The obligations of the Contractor under this Section continue without time limit and survive the termination of this contract.

(h)   Notwithstanding the above, the Contractor shall have no obligation for:

(1)   modification of any product, service, or deliverable provided by the Commonwealth;

(2)   any material provided by the Commonwealth to the Contractor and incorporated into, or used to prepare, a product, service, or deliverable;

(3)   use of the product, service, or deliverable in other than its specified operating environment;

(4)   the combination, operation, or use of the product, service, or deliverable with other products, services, or deliverables not provided by the Contractor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Contractor did not provide;

(5)   infringement of a non-Contractor product alone;

(6)   the Commonwealth's distribution, marketing or use beyond the scope contemplated by the Contract; or

(7)   the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Contractor at no charge.

(i)   The obligation to indemnify the Commonwealth, under the terms of this Section, shall be the Contractor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

34.   SENSITIVE INFORMATION

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

(b)   The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Contract for any purpose not connected with the parties' Contract responsibilities except with consent pursuant to applicable state and federal law and

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

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

(d)   Rights and obligations of the parties under this Section 34 survive the termination of this Contract

35.   CONTRACT CONSTRUCTION

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

36.   OWNERSHIP RIGHTS

(a)   Ownership of Properties

(1)   All "Developed Works" shall be owned according to the provisions set forth in this Section 36.

(2)   All software owned by the Commonwealth or its licensors ("Commonwealth Software") as of the Effective Date, shall be and shall remain the exclusive property of the Commonwealth or its licensors, and Contractor shall acquire no rights or interests in the Commonwealth Software or Tools or that of its licensors by virtue of this Contract except as described in this Section or in another provision set forth in this Contract. The Contractor shall not use any Commonwealth Software, Commonwealth Tools or software or tools of its licensors for any purpose other than for completion of work to be performed under this Contract. In the use of Commonwealth Software, Commonwealth Tools or software or tools of its licensors, Contractor will be bound by the confidentiality provisions of this Contract.

(b)   Definitions

(1)   Software—For the purposes of this Contract, the term "software" means a collection of one or more programs, databases or microprograms fixed in any tangible medium of expression that comprises a sequence of instructions (source code) to carry out a process in, or convertible into, a form executable by an electronic computer (object code).

(2)   Data—For the purposes of this Contract, the term "data" means any recorded information, regardless of form, the media on which it may be recorded, or the method of recording.

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

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

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

(1)   Obtain access to and use of the Commonwealth Software in accordance with the terms of this Contract.

(2)   Reproduce the Commonwealth Software for archival purposes or for other purposes expressly provided for under this Contract.

(3)   Modify the Commonwealth Software consistent with the terms and conditions of this Contract provided that Contractor agrees to assign to the Commonwealth, its rights, if any, in any derivative works resulting from Contractor's modification of the Commonwealth Software. Contractor agrees to execute any documents required to evidence this assignment and to waive any moral rights and rights of attribution provided for in Section 106A of Title 17 of the United States Code, the Copyright Act of 1976.

(4)   Allow the Contractor's subcontractors approved by the Commonwealth to obtain access to the Commonwealth Software for the purposes of complying with the terms and conditions of this Contract; provided, however, that neither Contractor nor any of its subcontractors may decompile or reverse engineer, or attempt to decompile or reverse engineer, any of the Commonwealth Software. Commonwealth hereby represents that it has the authority to provide the license grant and rights set forth in this Section.

(5)   To the extent that Contractor uses Commonwealth Software, Commonwealth Tools or software or tools of its licensor, Contractor agrees to protect the confidentiality of these works and maintain these proprietary works with the strictest confidence.

(d)   Impact of Third Party Agreements

Subject to the terms of any third party agreement to which the Commonwealth is a party, (i) the Commonwealth shall, at no cost to Contractor, provide Contractor with access to the Commonwealth Software in the form in use by Commonwealth as of the Effective Date of this Contract and, (ii) Contractor, as part of the Services to be rendered under this Contract, shall compile and, as changes are made, update a list of all of the Commonwealth Software then in use by Contractor or any of its subcontractors in connection with Contractor's performance of the Services required by this Contract.

(e)   Reservation of Rights

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

(f) Termination of Commonwealth License Grant

Upon the expiration or termination for any reason of Contractor's obligation to provide the Services under this Contract, all rights granted to Contractor in this Section 36 (OWNERSHIP RIGHTS) shall immediately cease. Contractor shall, at no cost to Commonwealth, deliver to Commonwealth all of the Commonwealth Software and Tools (including any related source code then in Contractor's possession or under its control) in the form in use as of the Effective Date of such expiration or termination. Within fifteen (15) calendar days after termination, Contractor shall provide the Commonwealth with a current copy of the list of Commonwealth Software in use as of the date of such expiration or termination. Concurrently therewith, Contractor shall destroy or erase all other copies of any of the Commonwealth Software then in Contractor's possession or under its control unless otherwise instructed by Commonwealth, in writing; provided, however, that Contractor may retain one archival copy of such Commonwealth Software and Tools, until final resolution of any actively asserted pending disputes between the Parties, such retention being for the sole purpose of resolving such disputes.

(g) Effect of License Grant Termination

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

(h) Use of Contractor-Owned Software

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

(i) Definition of Contractor Tools

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

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

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

Contractor to provide the services under this Contract but will not become part of or necessary for the use of the Developed Materials. All Contractor Tools and Contractor Software necessary to use deliverables or Developed Materials shall be delivered to the Commonwealth along with the license set forth in Section 36(k). Contractor may amend these lists from time to time while the Contract is being carried out or upon its completion. In the event that the Contractor fails to list a Contractor Tool, but can demonstrate that such tool was independently developed by Contractor prior to the Contract on which it was used, Contractor shall nevertheless retain complete ownership of such Contractor Tool that is necessary to use the deliverables or Developed Materials, provided that notice is given to the Commonwealth prior to its use on the Contract. Any Contractor Tools or Contractor Software not included on the lists will be deemed to have been created under this Contract.

(2)   As part of its response to a RFP, the Contractor will provide a list of all software and tools that are commercially available and which are required to support the deliverables or Developed Materials.

(3)   During the term of this Contract, Contractor shall maintain at its principal office books of account and records showing its actions under this Contract. Upon reasonable notice by Commonwealth, Contractor shall allow Commonwealth to inspect these records and accounts for purposes of verifying the accuracy of such accounts and records.

(4)   In the event that Contractor fails to list a Contractor Tool or Contractor Software, but is able to demonstrate that such tool or software was independently developed by Contractor prior to the Effective Date of this Contract, Contractor shall retain complete ownership of such Contractor Tool or Contractor Software that is necessary to use the deliverables or Developed Works, provided that notice is given to the Commonwealth prior to use on the Contract.

(k)   Expiration or Termination NonExclusive License Grant—Non-Commercial Contractor Tools and Software

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

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

(l)   Rules of Usage for Developed Works

(1)   If Developed Works modify, improve, or enhance application software programs or other materials generally licensed by the Contractor, then such Developed Works shall be the property of the Contractor, and Contractor hereby grants Commonwealth an irrevocable, nonexclusive, worldwide, fully paid-up license (to include source code and relevant documentation) in perpetuity to use, modify, execute, reproduce, display, perform, prepare derivative works from and distribute, within the Commonwealth, of such Developed Works. For purposes of distribution under the license grant created by this section, Commonwealth includes any government agency, department, instrumentality, division, unit or other office that is part of the Commonwealth of Pennsylvania, together with the State System of Higher Education (including any of its universities), any county, borough, commonwealth, city, municipality, town, township special purpose district, or other similar type of governmental instrumentality located within the geographical boundaries of the Commonwealth of Pennsylvania. If federal funds are used in creation of the Developed Works, the Commonwealth also includes any other state government as well as the federal government.

(2)   If Developed Works modify, improve, or enhance application software or other materials not licensed to the Commonwealth by the Contractor, then such modifications, improvements and enhancements shall be the property of the Commonwealth or its licensor. To the extent Commonwealth owns the software or other materials, it hereby grants to Contractor an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform, prepare derivative works from, and distribute copies of such Developed Works. To the extent Commonwealth has a license to the software or other materials, and to the extent that it, in its sole discretion determines it is able to do so the Commonwealth will grant to Contractor an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform and distribute copies of such Developed Works.

(3)   If Developed Works have been funded by Commonwealth, to any extent, with either Commonwealth or federal funds, and the Developed Works do not include pre-existing materials generally licensed by the Contractor, then the Commonwealth shall have all right, title, and interest (including ownership of copyright and trademark) to such Developed Works and the Commonwealth hereby grants to Contractor an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform, prepare derivative works from, and distribute copies of such Developed Works. The Commonwealth shall exclusively own all software products first developed under the terms of this contract by the Contractor, its subcontractors or other third party vendors that are specifically developed for, engineered and integrated into the Developed Works.

(4)   When the Developed Work is a report provided by a research company that was provided under this Contract, but which was not developed specifically for the

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

(m)   Copyright Ownership—Developed Works Developed as Part of the Scope of Work for the Project, including Developed Works developed by Subcontractors, are the sole and exclusive property of the Commonwealth and shall be considered "works made for hire" under the United States Copyright Act of 1976, as amended, 17 United States Code. In the event that the Developed Works do not fall within the specifically enumerated works that constitute works made for hire under the United States copyright laws, Contractor agrees to assign and, upon their authorship or creation, expressly and automatically assigns all copyright interests, proprietary rights, trade secrets, and other right, title, and interest in and to such Developed Works to Commonwealth. Contractor further agrees that it will have its Subcontractors assign, and upon their authorship or creation, expressly and automatically assign all copyright interest, proprietary rights, trade secrets, and other right, title, and interest in and to the Developed Works to the Commonwealth. Commonwealth shall have all rights accorded an owner of copyright under the United States copyright laws including, but not limited to, the exclusive right to reproduce the Developed Works in multiple copies, the right to distribute, copies by sales or other transfers, the right to register all copyrights in its own name as author in the United States and in foreign countries, the right to prepare derivative works based upon the Developed Works and the right to display the Developed Works. The Contractor further agrees that it will include this requirement in any subcontractor or other agreement with third parties who in any way participate in the creation or development of Developed Works. Upon completion or termination of this Contract, Developed Works shall immediately be delivered by Contractor to the Commonwealth. Contractor warrants that the Developed Works are original and do not infringe any copyright, patent, trademark, or other intellectual property right of any third party and are in conformance with the intellectual property laws of the United States.

(n)   Patent Ownership

(1)   Contractor and its subcontractors shall retain ownership to patentable items, patents, processes, inventions or discoveries (collectively, the Patentable Items) made by the Contractor during the performance of this Contract. Notwithstanding the foregoing, the Commonwealth shall be granted a nonexclusive, nontransferable, royalty free license to use or practice the Patentable Items. Commonwealth may disclose to third parties any such Patentable Items made by Contractor or any of its subcontractors under the scope of work for the Project that have been previously publicly disclosed. Commonwealth understands and agrees that any third party disclosure will not confer any license to such Patentable Items.

(2)   Contractor shall not use any computer program, code, or any works developed by or for Contractor independently of this Contract ("Pre-Existing Materials") in the performance of the Services under this Contract, without the express written consent of the Commonwealth. Any Pre-Existing Materials used by Contractor for performance of Services under this Contract without Commonwealth consent shall be deemed to be Developed Works as that term is used in this Section. In the event that Commonwealth provides such consent, Contractor shall retain any and all rights in such Pre-Existing Materials.

(o)   Federal Government Interests

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

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

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

(q)   Commonwealth Intellectual Property Protection

Contractor acknowledges Commonwealth's exclusive right, title and interest, including without limitation copyright and trademark rights, in and to Commonwealth Software, Commonwealth Tools and the Developed Works developed under the provisions of this Section, shall not in any way, at any time, directly or indirectly, do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of said right, title, and interest, and shall not use or disclose the Commonwealth Software, Commonwealth Tools, or the Developed Works without Commonwealth's written consent, which consent may be withheld by the Commonwealth for any reason. Further, Contractor shall not in any manner represent that Contractor has any ownership interest in the Commonwealth Software, Commonwealth Tools, or the Developed Works. This provision is a material part of this Section.

(r)   Contractor Intellectual Property Protection

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

(s)   Source Code and Escrow Items Obligations

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

(t)   Contractor's Copyright Notice Obligations

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

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

(u)   Commercial Software

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

37.   PUBLICATION RIGHTS AND/OR COPYRIGHTS

(a)   Except as otherwise provided in Section 36 (OWNERSHIP RIGHTS), the Contractor shall not publish any of the results of the work without the written permission of the Commonwealth. The publication shall include the following statement: "The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the Commonwealth of Pennsylvania." The Contractor shall not include in the documentation any copyrighted matter, unless the Contractor provides the Commonwealth with written permission of the copyright owner.

(b)   Except as otherwise provided in Section 36 (OWNERSHIP RIGHTS) and the confidentiality provisions of Section 25 (CONFIDENTIALITY), the Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report or data designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

(c)   Rights and obligations of the parties under this Section 37 survive the termination of this Contract.

38.   CHANGE OF OWNERSHIP OR INSOLVENCY

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

39.   OFFICIALS NOT TO BENEFIT

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

40.   **INDEPENDENT CAPACITY OF CONTRACTOR**

(a)   The parties to this Contract agree that the services performed by the Contractor under the terms of this Contract are performed as an independent Contractor. The Services performed by the Contractor are performed neither as an employee of the Commonwealth of Pennsylvania nor as a partnership or joint venture between the Commonwealth and the Contractor.

(b)   Except as otherwise provided by the terms of this Contract, the Commonwealth shall have no control over the manner in which the contractual Services are performed by the Contractor, or any subcontractor. Any job specifications or standards of work attached to or incorporated into this Contract or any subcontracting restrictions contained in this Contract shall not be construed as the Commonwealth's direction or control over the manner of the performance of services provided by the Contractor.

41.   **COMPLIANCE WITH LAWS**

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

42.   THE AMERICANS WITH DISABILITIES ACT

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

(a)   Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101, *et seq*., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the *General Prohibitions Against Discrimination*, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of *The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through Contracts with outside Contractors.

(b)   The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from losses, damages, expenses claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subsection (a) above.

43.   **EXAMINATION OF RECORDS**

(a)   The Contractor agrees to maintain, using its standard procedures, and in accordance with Generally Accepted Accounting Principles, books, records, documents, and other evidence pertaining to the charges under this Contract to the extent and in such detail as will properly reflect all charges for which reimbursement is claimed under the provisions of this Contract.

(b)   The Contractor agrees to make available at the office of the Contractor at all reasonable times, and upon reasonable written notice, during the term of this Contract and the period set forth in Section 43(c) below, any of the records for inspection, audit, or reproduction by any authorized Commonwealth representative. To the extent allowed by law, the Commonwealth agrees to maintain any documents so provided in accordance with the confidentiality provisions in Section 25 (CONFIDENTIALITY).

(c)   The Contractor shall preserve and make available its records for a period of three (3) years from the date of final payment under this Contract:

    (1)   If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

    (2)   Non-privileged records which relate to litigation or the settlement of claims arising out of the performance of this Contract, or charges under this Contract as to which exception has been taken by the auditors, shall be retained by the Contractor until such litigation, claims, or exceptions have been finally resolved.

(d)   Except for documentary evidence retained pursuant to Section 43(c)(2) above, the Contractor may in fulfillment of its obligation to retain its records as required by this Section substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two (2) years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Commonwealth with the concurrence of its auditors.

(e)   The provisions of this Section shall be applicable to and included in each subcontract hereunder. The term "subcontract" as used in this contract only, excludes purchase orders not exceeding $1,000 and subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

44.   *SINGLE AUDIT ACT OF 1984*

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

(a)   This Contract is subject to audit by federal and state agencies or their authorized representative in accordance with the auditing standards promulgated by the Comptroller General of the United States and specified in *Government Auditing Standards,* 1994 Revisions (Yellow Book).

(b)   The audit requirement of this Contract will be satisfied if a single audit is performed under the provisions of the *Single Audit Act of 1984, 31 U.S.C. § 7501, et seq.*, and all rules and regulations promulgated pursuant to the Act.

(c)   The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial/compliance, economy/efficiency, or program results nature, if deemed necessary.

(d)   The Contractor further agrees to comply with requirements that may be issued by the state agency upon receipt of additional guidance received from the federal government regarding the *Single Audit Act of 1984.*

45.   ENVIRONMENTAL PROTECTION

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

46.   NONDISCRIMINATION CLAUSE/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

(a)   In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

(b)   Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.

(c)   The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

(d)   The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.

(e)   The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign

and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.

(f)   The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

(g)   The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

47.   CONTRACTOR INTEGRITY PROVISIONS

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

1. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

(a)   "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

(b)   "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 the execution of this contract.

(c)   "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.

(d)   "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

(e)   "Financial Interest" means either:

(1)   Ownership of more than a five percent interest in any business; or
(2)   Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

(f) "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.

(g) "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.

2. 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 or procurement 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 the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

(c) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

(d) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, 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.

(e) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

(1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
(2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
(3) had any business license or professional license suspended or revoked;

<blockquote>
(4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

(5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.
</blockquote>

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

(f) Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).*

(g) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity 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 the Office of the State Inspector General in writing.

(h) 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, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the 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 that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

(i) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an

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 Office of the State 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 refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

(j)   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.

48.   ASSIGNMENT OF RIGHTS UNDER THE ANTITRUST LAWS

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

49.   WARRANTIES

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

(a)   The Contractor hereby represents and warrants to the Commonwealth that the Contractor will not cause, or take any action that may directly or indirectly cause a disruption of the Commonwealth's operations.

(b)   In the event of any nonconformity with the foregoing warranties, the Commonwealth will provide written notification of such nonconformity to the Contractor and the Contractor, at no cost to the Commonwealth, shall within ten (10) days notice of the nonconformity, commence work to remedy the nonconformity and shall work diligently, at no charge to the Commonwealth, until such time as the deliverable conforms, in all material respects, to the functional specifications of the Developed Works set forth in this Contract. The Contractor shall have no obligation with respect to nonconformities arising out of: (a)

modifications to Developed Materials made by the Commonwealth, (b) use of the Developed Materials not in accordance with the documentation or specifications applicable thereto, (c) failure by the Commonwealth to implement any corrections or enhancements made available by the Contractor, (d) combination of the Developed Materials with any items not supplied or approved by the Contractor, or (e) the failure of any software licensed under a separate license agreement to conform to its specifications or documentation.

(c)   Contractor warrants that it has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Developed Materials under this Contract.

(d)   THE FOREGOING EXPRESS WARRANTIES ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(e)   All warranties shall survive final acceptance.

(f)   In the event of an action or complaint by Commonwealth against Contractor pertaining to these warranties, Contractor may raise any defenses that it may have.

50.   LIQUIDATED DAMAGES

(a)   By accepting this Contract, the Contractor agrees to the delivery and acceptance requirements of this Contract. If a Contract schedule is not met, the delay will interfere with the Commonwealth's program. In the event of any such delay, it would be impractical and extremely difficult to establish the actual damage for which the Contractor is the material cause. The Commonwealth and the Contractor therefore agree that, in the event of any such delay the amount of damage shall be the amount set forth in this Section 50 and agree that the Contractor shall pay such amount as liquidated damages, not as a penalty. Such liquidated damages are in lieu of all other damages arising from such delay.

(b)   The Commonwealth and Contractor agree that the Deliverables identified in the Payment Schedule set forth in this Contract as "Major Deliverables" (the "Major Deliverables") shall be those for which liquidated damages shall be applicable in the event of delay of their completion beyond the delivery date specified in the Contract. If Major Deliverables are not identified in the Contract, liquidated damages shall apply to the total value of the Contract.

(c)   The amount of liquidated damages for any such Major Deliverable not completed by the deliverable schedule set out in the Contract shall be three-tenths of a percent (.3%) of the price of the specifically identified Major Deliverable for each calendar day following the scheduled completion date of such Major Deliverable. Liquidated damages shall be assessed each calendar day until the date on which the Contractor completes such Major Deliverable, up to a maximum of thirty (30) calendar days. Contractor may recoup the total amount of liquidated damages assessed against previous Major Deliverables if the Contractor accelerates progress towards future Major Deliverables and meets the final project completion date set out in the Contract.

(d)   If, at the end of the thirty (30) day period specified in Section 50(c) above, the Contractor has not met the schedule for completion of the Major Deliverable, then the Commonwealth, at no additional expense and at its option, may either:

    (1)   immediately terminate the Contract and all software, documentation, reports, Developed Materials and any other materials provided for or created for the Commonwealth as a result of this Contract shall be given to the Commonwealth, and the Commonwealth shall be entitled to its remedies under Section 22(c); or

    (2)   order the Contractor to continue with no decrease in effort until the work is completed in accordance with the Contract and accepted by the Commonwealth or until the Commonwealth terminates the Contract. If the Contract is continued, any liquidated damages will also continue until the work is completed.

(e)   At the end of the Contract term, or at such other time(s) as identified in the Contract, liquidated damages shall be paid by the Contractor and collected by the Commonwealth by deducting them from the invoices submitted under this Contract or any other contract Contractor has with the Commonwealth, by collecting them through the performance security, if any, or by billing the Contractor as a separate item.

(f)   To the extent that the delay is caused by the Commonwealth, no liquidated damages will be applied.

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

51.   FORCE MAJEURE

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

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

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

52. NOTICE

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

53. RIGHT-TO-KNOW LAW

(a)   The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of this provision #53, the term "the Commonwealth" shall refer to the contracting Commonwealth organization.

(b)   If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

(c)   Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

(1)   Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

(2)   Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

(d)   If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

(e)   The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within

five (5) business days of receipt of written notification of the Commonwealth's determination.

(f)   If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

(g)   The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

(h)   The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

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

54.   GOVERNING LAW

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

55.   ARRA ADDENDUM

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

56.   RECYCLED MATERIALS

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

PAPER PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

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

Item	Notes	Post-Consumer Content (%)
Printing and Writing Papers		
Reprographic	Business papers such as bond, electrostatic, copy, mimeo, duplicator and reproduction	30
Offset	Used for book publishing, commercial printing, direct mail, technical documents, and manuals	30
Tablet	Office paper such as note pads and notebooks	30
Forms bond	Bond type papers used for business forms such as continuous, cash register, sales book, unit sets, and computer printout, excluding carbonless	30
Envelope	Wove	30
	Kraft, white and colored (including manila)	10
	Kraft, unbleached	10
	Excludes custom envelopes	
Cotton fiber	High-quality papers used for stationery, invitations, currency, ledgers, maps, and other specialty items	30
Text and cover	Premium papers used for cover stock, books, and stationery and matching envelopes	30
Supercalendered	Groundwood paper used for advertising and mail order inserts, catalogs, and some magazines	10
Machine finished groundwood	Groundwood paper used in magazines and catalogs	10
Papeteries	Used for invitations and greeting cards	30
Check safety	Used in the manufacture of commercial and government checks	10
Coated	Used for annual reports, posters, brochures, and magazines. Have gloss, dull, or matte finishes	10
Carbonless	Used for multiple-impact copy forms	30

File folders	Manila or colored	30
Dyed filing products	Used for multicolored hanging folders and wallet files	20
Index and card stock	Used for index cards and postcards	20
Pressboard	High-strength paperboard used in binders and report covers	20
Tags and tickets	Used for toll and lottery tickets, licenses, and identification and tabulating cards	20

Newsprint

Newsprint	Groundwood paper used in newspapers	20

Commercial Sanitary Tissue Products

Bathroom tissue	Used in rolls or sheets	20
Paper towels	Used in rolls or sheets	40
Paper napkins	Used in food service applications	30
Facial tissue	Used for personal care	10
General-purpose Industrial wipers	Used in cleaning and wiping applications	40

Paperboard and Packaging Products

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

Miscellaneous Paper Products

Tray liners	Used to line food service trays. Often contain printed information.	50

"Post-consumer" content is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed it life as a consumer item. Post-consumer content is part of the broader category of recovered material."

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

(B) BIDDER'S CERTIFICATION

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

(C) *MANUFACTURER/MILL* CERTIFICATION

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

(D) ENFORCEMENT

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

EXHIBIT A

COMMONWEALTH OF PENNSYLVANIA
BUSINESS ASSOCIATE AGREEMENT

WHEREAS, the *[name of program and/or Department]* (Covered Entity) and Contractor (Business Associate) intend to protect the privacy and security of certain Protected Health Information (PHI) to which Business Associate may have access in order to provide goods or services to or on behalf of Covered Entity, in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009), the HIPAA Privacy Rule (Privacy Rule), 45 C.F.R. Parts 160 and 164, and the HIPAA Security Rule (Security Rule), 45 C.F.R. Parts 160, 162 and 164, and all other applicable laws; and

WHEREAS, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI can be used or disclosed only in accordance with this Agreement and the standards established by applicable laws; and

WHEREAS, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity that is in electronic form, which PHI must be handled in accordance with this Agreement and the standards established by HIPAA and the Security Rule and other applicable laws; and

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

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

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

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

   NO OTHER USES OR DISCLOSURES OF PHI ARE PERMITTED.

3. **BUSINESS ASSOCIATE OBLIGATIONS:**

   a) **Security and Privacy Provisions Applicable to Business Associate.** Business Associate shall abide by the security and privacy provisions applicable to Covered Entities which are made applicable to the Business Associate by 42 USCS § 17931 and 17934.

   b) **Limits On Use And Further Disclosure Established By Agreement And Law.** Business Associate hereby agrees that the PHI provided by, or created or obtained on behalf of Covered Entity shall not be further used or disclosed other than as permitted or required by this Agreement or as Required by Law.

   c) **Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity.

   d) **Reports Of Improper Use Or Disclosure.** Business Associate hereby agrees that it shall report to the Covered Entity's Privacy Officer, or his designee*,* and the Covered entity's legal office, within two (2) days of discovery any Breach or use or disclosure of PHI not provided for or allowed by this Agreement (unless some more stringent standard applies under this Contract). Business Associate agrees to conduct reasonable diligence to discover improper use or disclosure of PHI.

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

   d) **Reports Of Security Incidents.** In addition to following the Breach notification requirements in section 13402 of the HITECH Act and related regulations and guidance, Business Associate shall report to Covered Entity's Privacy Officer, or his designee, within two (2) days of discovery any Security Incident of which it becomes aware.

e) **Subcontractors And Agents.** Business Associate hereby agrees that any time PHI is provided or made available to any subcontractors or agents, Business Associate shall provide only the minimum necessary PHI for the purpose of the covered transaction and shall first enter into a subcontract or contract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Agreement.

f) **Right Of Access To PHI.** Business Associate hereby agrees to allow an individual who is the subject of PHI maintained in a designated record set, to have access to and copy that individual's PHI within five (5) business days of receiving a written request from the Covered Entity or individual. Business Associate shall provide PHI in the format requested, unless it cannot readily be produced in such format, in which case it shall be provided in standard hard copy. If any individual requests from Business Associate or its agents or subcontractors access to PHI, Business Associate shall notify Covered Entity of same within two (2) business days. Business associate shall further conform with and meet all of the requirements of 45 C.F.R. §164.524, 42 USCS § 17936(e), and other applicable laws.

g) **Amendment And Incorporation Of Amendments.** Within five (5) business days of receiving a request from Covered Entity for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available and incorporate the amendment to enable Covered Entity to comply with 45 C.F.R. §164.526 and other applicable laws. If any individual requests an amendment from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity within five (5) business days.

h) **Provide Accounting Of Disclosures.** Business Associate agrees to maintain a record of all disclosures of PHI in accordance with 45 C.F.R. §164.528, 42 USCS § 17935(c), and other applicable laws. Such records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, the purpose of the disclosure, and shall include disclosures made on or after the date that is six (6) years prior to the request or April 14, 2003, whichever is later. Business Associate shall make such record available to the individual or the Covered Entity within five (5) business days of a request for an accounting of disclosures, or within such other time as may be dictated by applicable law.

i) **Access To Books And Records.** Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary of Health and Human Services or designee for purposes of determining compliance with the HIPAA Privacy Regulations.

j) **Return Or Destruction Of PHI.** At termination of this Agreement, Business Associate hereby agrees to return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate agrees not to retain any copies of the PHI after termination of this Agreement. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this Agreement to limit any further use or disclosure until such time as the PHI may be returned or destroyed. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.

k) **Maintenance of PHI.** Notwithstanding Section 5(j) of this Agreement, Business Associate and its subcontractors or agents shall retain all PHI throughout the term of the Agreement and shall continue to maintain the information required under §5(h) of this Agreement for a period of six (6) years after termination of the Agreement, unless Covered Entity and Business Associate agree otherwise.

l) **Mitigation Procedures.** Business Associate agrees to establish and to provide to Covered Entity upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this Agreement or the Privacy Rule. Business Associate further agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement or the Privacy Rule.

m) **Training.** Business Associate will train all members of its workforce on its policies and procedures with respect to PHI as necessary and appropriate for the workforce members to carry out the functions required by this contract.

n) **Sanction Procedures.** Business Associate agrees that it shall develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement or other applicable laws.

o) **Grounds For Breach by Covered Entity.** Upon Business Associate's knowledge of a material breach by Commonwealth of this Business Associate Agreement, Business Associate shall notify Commonwealth of such breach and Commonwealth shall have at least thirty (30) days to cure such breach. In the event Commonwealth does not cure the breach, Business Associate shall have the right to report the violation to the Secretary. Notwithstanding any other language in this Agreement, the parties agree that termination by the Business Associate is infeasible.

p) **Grounds For Breach.** Any non-compliance by Business Associate with this Agreement or the Privacy or Security Rules will automatically be considered to be a breach of the Agreement, if Business Associate knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance. Business Associate shall have thirty (30) days to cure such breach from the date of notice to cure by the Commonwealth. In the event Business Associate does not cure the breach, the Commonwealth shall have the right to immediately terminate this Agreement and the underlying agreement. If termination is infeasible, the Commonwealth shall report the violation to the Secretary.

q) **Termination by Commonwealth.** Business Associate authorizes termination of this Agreement by the Commonwealth if the Commonwealth determines, in its sole discretion, that the Business Associate has violated a material term of this Agreement.

r) **Failure to Perform Obligations.** In the event Business Associate fails to perform its obligations under this Agreement, Covered Entity may immediately discontinue providing PHI to Business Associate. Covered Entity may also, at its option, require Business Associate to submit to a plan of compliance, including monitoring by Covered Entity and reporting by Business Associate, as Covered Entity in its sole discretion determines to be necessary to maintain compliance with this Agreement and applicable law.

s) **Privacy Practices.** The Department will provide and Business Associate shall immediately begin using any applicable form, including but not limited to, any form used for Notice of Privacy Practices, Accounting for Disclosures, or Authorization, upon the effective date designated by the Program or Department. The Department retains the right to change the applicable privacy practices, documents and forms. The Business Associate shall implement changes as soon as practicable, but not later than 45 days from the date of notice of the change.

4.   **OBLIGATIONS OF COVERED ENTITY:**

a) **Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with applicable laws, as well as changes to such notice.

b) **Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI of which Covered Entity is aware, if such changes affect Business Associate's permitted or required uses and disclosures.

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

5. **MISCELLANEOUS:**

a. **Regulatory References**. A reference in this Appendix to a section in the Privacy or Security Rules means the section as in effect or as amended as reasonably determined by the Covered Entity.

b. **Amendment**. The Parties agree to take such action as is necessary to amend this Appendix from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

c. **Survival.** The respective rights and obligations of Business Associate under section 5(i) of this Appendix shall survive the termination of the Agreement.

d. **Interpretation**. Any ambiguity in this Appendix shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules as reasonably determined by the Covered Entity.

e. **Changes in Law.** Business Associate shall comply with all applicable privacy and security rules and regulations, including but not limited to HIPAA regulations and the HITECH Act and HITECH regulations which are now in effect or which take effect during the term of this contract.

Appendix A to Commonwealth of Pennsylvania Business Associate Agreement

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

1. <u>Purpose of Disclosure of PHI to Business Associate:</u> To allow _____ to meet the requirements of Contract # _____.

2. <u>Information to be Disclosed to Business Associate:</u> _____.

3. <u>Use to Effectuate Purpose of Agreement:</u> _____ may use and disclose PHI to the extent contemplated by Contract #_____ ,and as permitted by law with Commonwealth approval and guidance.

EXHIBIT B

ARRA ADDENDUM

Implementation of the American Recovery and Reinvestment Act of 2009

Preamble

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

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

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

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

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

Definitions

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

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

ARRA Terms & Conditions

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

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

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

(a)   The total amount of ARRA funds received;

(b)   The amount of ARRA funds received that were expended or obligated to projects or activities;

(c)   A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
  i)   the name of the project or activity;
  ii)   a description of the project or activity;
  iii)   an evaluation of the completion status of the project or activity;
  iv)   an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
  v)   for infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under ARRA, and name of the person to contact at the agency if there are concerns with the infrastructure investment;

(d)   Detailed information on any subcontracts or subgrants awarded by the Contractor must include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109–282), allowing aggregate reporting on awards below $25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget;

(e)   If required by the Commonwealth, Contractor agrees to separately identify the expenditures for each award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the Contractor reports required by ARRA;

(f)   If required by the Commonwealth, Contractor shall submit backup documentation for expenditures of ARRA funds including such items as timecards and invoices. Contractor shall provide copies of backup documentation at the request of the Commonwealth.

3.   Registrations and Identification Information

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

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

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

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

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

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

8.　　　Whistleblower Provision.

(a)　　　An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of:
　　　(1) gross mismanagement of an agency contract or grant relating to covered funds;
　　　(2) a gross waste of covered funds;
　　　(3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
　　　(4) an abuse of authority related to the implementation or use of covered funds; or
　　　(5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

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

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

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

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

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

        (a) contracting with the Federal Government or the Commonwealth; or

        (b) participating in any Federal or Commonwealth assistance programs.

12.   Prohibition on Lobbying.

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

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

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

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

(a) On the basis of race, color or national origin, in Title V I of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) as implemented by applicable regulations.

(b) On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 (3 CFR, 1964-1965 Comp. pg. 339), as implemented by applicable regulations.

(c) On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by applicable regulations.

(d) On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by applicable regulations.

(e) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by applicable regulations.

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

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

(a) to examine any records of the Contractor, any of its subcontractors, or any state or local agency administering such contract that pertain to, and involve transactions relating to the contract; and

(b) to interview any officer or employee of the contractor, subcontractor or agency regarding such transactions.

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

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

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

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

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

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

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

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

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

I. The following shall apply for Projects using ARRA funds for the construction, alteration, maintenance, or repair of a public building or public work when:
- *the estimated value of the project is less than $7,443,000; or*
- *the procurement is being conducted by local governments and municipalities; or*
- *the specific item being procured is not covered under the World Trade Organization Agreement on Government Procurement or other international procurement agreement. (e.g. mass transit or highway procurements, dredging service procurements, or national defense-related procurements).*

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

(b) *Definitions.*

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

8-K-1620 (rev. 2.25.2015)

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

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

3.   "Domestic construction material" means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *Domestic preference*.

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

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

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

_____

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

4. The award official may add other foreign construction material to the list in paragraph (c)(3) of this term and condition if the Federal government determines that—
   (i) The cost of domestic construction material would be unreasonable. The cost of domestic iron, steel, or other manufactured goods used as construction material in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

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

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

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

1.   (i) Any request to use foreign construction material in accordance with paragraph (c)(4) of this clause shall include adequate information for Government evaluation of the request, including—
         (*a*) A description of the foreign and domestic construction materials;
         (*b*) Unit of measure;
         (*c*) Quantity;
         (*d*) Price;
         (*e*) Time of delivery or availability;
         (*f*) Location of the construction project;
         (*g*) Name and address of the proposed supplier; and

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

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

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

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

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

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

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

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

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

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

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

5. "Domestic construction material" means:

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

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

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

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

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

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

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

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

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

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

(c) *Construction materials*.

1. This award term and condition implements

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

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

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

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

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

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

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

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

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

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

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

1.   (i) Any recipient request to use foreign construction material in accordance with paragraph(c)(4) of this term and condition shall include adequate information for Government evaluation of the request, including—
        (*a*) A description of the foreign and domestic construction materials;
        (*b*) Unit of measure;
        (*c*) Quantity;
        (*d*) Price;
        (*e*) Time of delivery or availability;
        (*f*) Location of the construction project;
        (*g*) Name and address of the proposed supplier; and
        (*h*) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph(c)(4) of this clause.

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

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

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

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

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

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

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

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

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

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

EXHIBIT C

SOFTWARE LICENSE REQUIREMENTS

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

1. **Enterprise Language:** The parties agree that more than one agency of the Commonwealth may license products under this Agreement, provided that any use of products by any agency must be made pursuant to one or more executed purchase orders or purchase documents submitted by each applicable agency seeking to use the licensed product. The parties agree that, if the licensee is a "Commonwealth Agency" as defined by the Commonwealth Procurement Code, 62 Pa.C.S. § 103, the terms and conditions of this Agreement apply to any purchase of products made by the Commonwealth, and that the terms and conditions of this Agreement become part of the purchase document without further need for execution. The parties agree that the terms of this Agreement supersede and take precedence over the terms included in any purchase order, terms of any shrink-wrap agreement included with the licensed software, terms of any click through agreement included with the licensed software, or any other terms purported to apply to the licensed software.

2. **Choice of Law/Venue**: This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws.

3. **Indemnification**: The Commonwealth does not have the authority to and shall not indemnify any entity. The Commonwealth agrees to pay for any loss, liability or expense, which arises out of or relates to the Commonwealth's acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the Commonwealth is established by a court of law or where settlement has been agreed to by the Commonwealth. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law or pursuant to any other provision of this Agreement. This provision shall not be construed to limit the sovereign immunity of the Commonwealth.

4. **Patent, Copyright, Trademark, and Trade Secret Protection:**

   a) The Licensor shall, at its expense, defend, indemnify and hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, or trademarks, or for a misappropriation of a United States trade secret arising out of performance of this Agreement (the "Claim"), including all licensed products provided by the Licensor. For the purposes of this Agreement, "indemnify and hold harmless" shall mean the Licensor's specific, exclusive, and limited obligation to (a) pay any judgments, fines, and penalties finally awarded by a court or competent jurisdiction, governmental/administrative body or any settlements reached pursuant to Claim and (b) reimburse the Commonwealth for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The Commonwealth agrees to give Licensor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth

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

b) The Licensor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all licensed products provided under this Agreement do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties.

c) If the right of defense of a Claim and the authority to control any potential settlements thereof is delegated to the Licensor, the Licensor shall pay all damages and costs finally awarded therein against the Commonwealth or agreed to by Licensor in any settlement. If information and assistance are furnished by the Commonwealth at the Licensor's written request, it shall be at the Licensor's expense, but the responsibility for such expense shall be only that within the Licensor's written authorization.

d) If, in the Licensor's opinion, the licensed products furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Licensor's obligation to satisfy any final award, the Licensor may, at its option and expense, substitute functional equivalents for the alleged infringing licensed products, or, at the Licensor's option and expense, obtain the rights for the Commonwealth to continue the use of such licensed products.

e) If any of the licensed products provided by the Licensor are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, the Licensor shall, at its own expense and at its option, either procure the right to continue use of such infringing

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

f) If use of the licensed products is enjoined and the Licensor is unable to do any of the preceding set forth in item (e) above, the Licensor agrees to, upon return of the licensed products, refund to the Commonwealth the license fee paid for the infringing licensed products, pro-rated over a sixty (60) month period from the date of delivery plus any unused prepaid maintenance fees.

g) The obligations of the Licensor under this Section continue without time limit and survive the termination of this Agreement.

h) Notwithstanding the above, the Licensor shall have no obligation under this Section 4 for:

   (1) modification of any licensed products provided by the Commonwealth or a third party acting under the direction of the Commonwealth;

   (2) any material provided by the Commonwealth to the Licensor and incorporated into, or used to prepare the product;

   (3) use of the Software after Licensor recommends discontinuation because of possible or actual infringement and has provided one of the remedy's under (e) or (f) above;

   (4) use of the licensed products in other than its specified operating environment;

   (5) the combination, operation, or use of the licensed products with other products, services, or deliverables not provided by the Licensor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Licensor did not provide;

   (6) infringement of a non-Licensor product alone;

   (7) the Commonwealth's use of the licensed product beyond the scope contemplated by the Agreement; or

   (8) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Licensor at no charge.

i) The obligation to indemnify the Commonwealth, under the terms of this Section, shall be the Licensor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

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

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

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

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

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

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

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

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

7. **Termination**:

a)   Licensor may not terminate this Agreement for non-payment.

b)   The Commonwealth may terminate this Agreement without cause by giving Licensor thirty (30) calendar days prior written notice whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth.

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

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

8-K-1620 (rev. 2.25.2015)

background check has been conducted. If, at any time, it is discovered that an employee has a criminal record that includes a felony or misdemeanor involving terrorist threats, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility; or which raises concerns about building, system, or personal security, or is otherwise job-related, Licensor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee, and shall not permit that employee remote access to Commonwealth facilities or systems, unless the agency consents, in writing, prior to the access being provided. The agency may withhold its consent at its sole discretion. Failure of Licensor to comply with the terms of this paragraph may result in default of Licensor under its contract with the Commonwealth.

9. **Confidentiality**: Each party shall treat the other party's confidential information in the same manner as its own confidential information. The parties must identify in writing what is considered confidential information.

10. **Publicity/Advertisement**: The Licensor must obtain Commonwealth approval prior to mentioning the Commonwealth or a Commonwealth agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.

11. **Signatures**: The fully executed Agreement shall not contain ink signatures by the Commonwealth. The Licensor understands and agrees that the receipt of an electronically-printed Agreement with the printed name of the Commonwealth purchasing agent constitutes a valid, binding contract with the Commonwealth. The printed name of the purchasing agent on the Agreement represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Agreement. The printed name also indicates that all approvals required by Commonwealth contracting procedures have been obtained.

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

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

Witness: **Software Publisher**

_____   _____
Signature   Date   Signature   Date

_____   _____
Printed Name   Printed Name

_____   _____
Title   Title

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES

By: _____[Signature Affixed Electronically]_____
Deputy Secretary   Date

APPROVED:

_____[Signature Affixed Electronically]_____
Comptroller   Date

APPROVED AS TO FORM AND LEGALITY:

_____[Signature Affixed Electronically]_____
Office of Chief Counsel   Date

_____[Signature Affixed Electronically]_____
Office of General Counsel   Date

_____[Signature Affixed Electronically]_____
Office of Attorney General   Date

Appendix B

Solicitation Information:	
Solicitation Name	
Solicitation Number	

Offeror Information:	
Name	
Mailing Address	
Contact Person	
Contact Person's Phone Number	
Contact Person's E-Mail Address	

Question #	Document	Page #	Section Reference	Question
Example	*RFP*	*13*	*IV-3.A*	*Question*
1				
2				
3				
4				
5				

Solicitation Information:

Solicitation Name	
Solicitation Number	

Offeror Information:

Name	
Mailing Address	
Contact Person	
Contact Person's Phone Number	
Contact Person's E-Mail Address	

Question #	Document	Page #	Section Reference	Question
6				
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9				
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11				
12				

	Solicitation Information:	
Solicitation Name	
Solicitation Number	

	Offeror Information:	
Name	
Mailing Address	
Contact Person	
Contact Person's Phone Number	
Contact Person's E-Mail Address	

Question #	Document	Page #	Section Reference	Question
13				
14				
15				
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Question #	Document	Page #	Section Reference	Question
20				
21				
22				
23				
24				
25				
26				

Solicitation Information:

Solicitation Name	
Solicitation Number	

Offeror Information:

Name	
Mailing Address	
Contact Person	
Contact Person's Phone Number	
Contact Person's E-Mail Address	

Question #	Document	Page #	Section Reference	Question
27				
28				
29				
30				
31				
32				
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	Solicitation Information:	
Solicitation Name	
Solicitation Number	

	Offeror Information:	
Name	
Mailing Address	
Contact Person	
Contact Person's Phone Number	
Contact Person's E-Mail Address	

Question #	Document	Page #	Section Reference	Question
34				
35				
36				
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39				
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41				
42				
43				
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46				
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Question #	Document	Page #	Section Reference	Question
48				
49				
50				

APPENDIX C - PROPOSAL COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
OFFICE FOR INFORMATION TECHNOLOGY
RFP# 6100035614

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

Offeror Information:	
Offeror Name	
Offeror Mailing Address	
Offeror Website	
Offeror Contact Person	
Contact Person's Phone Number	
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	
Offeror Federal ID Number	
Offeror SAP/SRM Vendor Number	

Submittals Enclosed and Separately Sealed:	
☐	Technical Submittal
☐	Small Diverse Business Participation Submittal
☐	Cost Submittal

Signature	
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

<u>Trade Secret/Confidential Proprietary Information Notice</u>

Instructions:

The Commonwealth may not assert on behalf of a third party an exception to the public release of materials that contain trade secrets or confidential proprietary information unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The Commonwealth will not provide a submitting party any advice with regard to trade secret law.

Name of submitting party:

Contact information for submitting party:

Please provide a brief overview of the materials that you are submitting (e.g. bid proposal, grant application, technical schematics):

Please provide a brief explanation of why the materials are being submitted to the Commonwealth (e.g. response to bid #12345, application for grant XYZ being offered by the Department of Health, documents required to be submitted under law ABC)

Please provide a list detailing which portions of the material being submitted you believe constitute a trade secret or confidential proprietary information, and please provide an explanation of why you think those materials constitute a trade secret or confidential proprietary information. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)

Note: The following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor's cost proposal
- Information submitted as part of a vendor's technical response that does not pertain to specific business practices or product specification
- Information submitted as part of a vendor's technical or disadvantaged business response that is otherwise publicly available or otherwise easily obtained
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth

Page Number | Description | Explanation

Acknowledgment

The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret data or confidential proprietary information that has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret or confidential, and indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned's claim of trade secret/confidential proprietary information if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret or is confidential. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret or is confidential, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.

Signature   Title   Date

Agency	Call Center Name	Avg Daily Call Volume	Agents	Supervisors
DHS	OIM1	34,800	665	185
DLI	Unemployement Compensation	14,000	868	144
DHS	OIM3	7,970	72	16
DHS	OIM3	7,970	77	16
DOR	DOR TSIC Call Center	5,808	59	11
DHS	OMAP	5,000	100	20
PUC	Consumer Line	2,100	64	16
DOS	BPOA	1,800	120	30
DOR	DOR BTFT Call Centers	1,136	55	14
DHS	OMHSAS	1,000	15	2
DHS	OCYF	986	28	5
DOR	DOR CATS Call Center (Harrisburg)	919	48	13
DOS	UCC	800	35	11
DHS	OIM2	708	22	7
DHS	PID	677	29	11
DLI	UC Tax	600	50	10
DOH	Vital Records	580	55	10
DOR	DOR CorpTax Call Center	497	69	12
OA	HRSC	450	37	10
DOR	DOR Individual Taxes Call Center	419	70	13
DOR	DOR CATS Call Center	373	51	15
PSP	PATCH	365	50	10
PDE	Teacher Certification	340	15	2
DOT	#02 IT Service Desk	300	8	3
DGS	OOB	250	6	2
PSP	Megan's Law	225	13	2
DGS	BVM (Bureau of Veh Mang.)	200	9	1
DOT	#03 Legislative Unit	200	8	3
DOT	#06 Medical	200	17	4
OIG	Tipline	200	6	3
DOS	BCEL	180	40	7
FBC	Licensing	169	10	3
DHS	BIS	160	5	2

Agency	Call Center Name	Avg Daily Call Volume	Agents	Supervisors
DOH	SPBP	160	4	2
LCB	Licesnse Unit	160	10	2
CSC	Info Services	150	4	1
DOS	PCO	150	3	2
DOR	DOR CATS Call Center (Philadelphia)	140	5	2
PCCD	VCC	110	21	3
DOR	DOR EPAD Call Center	109	14	6
DOR	DOR CATS Call Center (Pittsburgh)	105	14	3
DOC	Help Desk	100	12	3
DOH	877 PA Health	100	12	6
DOH	WIC WINS	100	0	1
DOT	#07 Vehicle Inspection	100	13	3
OA	LAN Help Desk	100	20	5
DOR	DOR BOA Auto Attendant	91	0	0
DOT	#04 School Bus	90	14	7
DOR	DOR Lottery Call Center	88	30	10
DOR	DOR Legislative Call Center	86	2	1
DOT	#05 Commercial Drivers License	75	8	2
DOT	#10 Motorcycle Safety	65	10	3
DOR	DOR Motor Fuels Call Center	64	19	3
DHS	OLTL	60	4	3
DLI	SWIF Pittsburgh	60	11	4
DOT	#08 Corrections	60	15	3
DOS	PHMP	51	8	2
DHS	OIM4	50	4	1
DHS	TMO	50	4	4
DLI	SWIF Harrisburg	50	6	3
DLI	SWIF Johnstown	50	9	1
DOS	SURE	50	16	4
DCNR	ATV	40	9	1
DGS	BOP (Bureau of Procurement)	40	11	2
DOH	Help Desk	40	3	1
DLI	SWIF Philadelphia	35	11	2

Agency	Call Center Name	Avg Daily Call Volume	Agents	Supervisors
DLI	CWDS	25	7	3
DLI	OIT	25	5	3
LCB	Help Desk	25	14	6
DOR	DOR Pass Through Call Center	24	6	3
DHS	ODP	15	2	1
DOR	DOR Chief Counsel Call Center	15	8	0
DOT	#01 Spare	0	13	9
Totals Across Commonwealth		**94,290**	**3157**	**734**

Notes
This center has experienced upwards of 2million calls a week in 2008 due to national unemployment event.
Peak call volume will be between April and September

Notes
Auto Attendant Only No Agents
Call volume will increase to 180 per day during summer season.
Call volume will increase 125 per day for winter season

Notes

APPENDIX F

PROJECT REFERENCES

Name of Client & Project Title	Client – Project Title
Contract Value	[VALUE]
Nature and Scope of Project:	Describe the project in sufficient detail to explain it is similar to the Commonwealth's project. How does this project compare in size, scope, complexity and/or duration? What is it specifically about this project that makes it a good representative project of the vendor's work? *(Reference Section II-4 Prior Experience)*
Project Duration:	**Start Date Year:** [YEAR] **End Date Year:** [YEAR or on-going]
Nature of the Client:	Description of client and organizational unit that project was managed by.
Nature of Client Audience:	Description of project users and/or client/customer audience.
Number of Users:	[Number]
# & Composition of Vendor Employees & Consultants Assigned:	Vendor Project Manager/Key Consultant on Project Team: Describe start-up, peak and ongoing level of vendor efforts
Client Contact Information:	Provide the name, title, address and telephone number of at least two references or contact persons that the Commonwealth can contact to inquire about the vendor's performance, and indicate the role these individuals had in relation to the assignment or project. The references/contact persons should be individuals who were key stakeholders or project leaders and who can validate the vendor's role and responsibilities and who can comment on the quality of the vendor's performance. **2 contacts required.** **Reference Contacts:** Name: Title: Department: Full Address: Telephone: E-mail: Relation/Role to Project: Name: Title: Department: Full Address: Telephone: E-mail: Relation/Role to Project:

APPENDIX G

PERSONNEL EXPERIENCE BY KEY POSITION

POSITION (Include at least one row for all positions identified as Key Positions in II-5 of the RFP, as well as any additional positions you've identified as integral to the work delineated in your proposal.)	PERSONNEL NAME (Identify by first/last name the person who will fulfill this position.)	COMMITMENT (Provide the percentage of this person's time to be committed to the proposed project.)	PERSONNEL EXPERIENCE			
			# YEARS PRIOR EXPERIENCE IN POSITION (List the number of years this person has acted in the same role on prior projects similar in nature to the proposed project.)	OTHER RELEVANT EXPERIENCE (Provide a brief narrative of other experience this person has had that may be relevant to his/her role in the proposed project.)	EDUCATION (List all postsecondary degrees completed for this person.)	OTHER PROFESSIONAL QUALIFICATIONS (List any certifications and/or professional memberships for this person that may be relevant to this position.)

APPENDIX G

<div align="center">

APPENDIX H
Small Diverse Business Letter of Intent

</div>

[DATE]

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

Dear [SDB Contact Name]:

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

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

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

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

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

Sincerely,   Acknowledged,

Offeror Name   SDB Name

Title   Title

Company   Company

Phone number   Phone number

APPENDIX I, COST MATRIX   INSTRUCTIONS

1.) All sheets must be filled out completely. Fill out all yellow highlighted cells on each worksheet.

2.) Formulas are imbedded in the Worksheets. Offeror's must verify that all calculations, subtotal costs and grand total costs are accurate.

3.) Rate Card: Insert Offeror Name in "Offeror Name" field. Fill in the hourly rate per service listed in Hourly Rate column. Any service not listed in Hourly Rate column shall utilize the Labor Rate. All other information is linked and will calculate automatically.

4.) Monthly Costs: Fill in the Cost Per Unit column. All cost for performing tasks as described in section IV-4. Tasks shall be included in the monthly cost per unit, except for single sign-on setup and enhancements. All other information is linked and will calculate automatically.

5.) Individual Agency Config: Fill in the total number of hours for each position to calculate the cost for individual agency configurations for a Contact Center. All other information is linked and will calculate automatically.

6.) Summary: All information is linked and will calculate automatically.

7.) Please contact the Issuing Officer, Barbara Booher, at RA-OITPurchases@pa.gov with any questions or concerns.

8.) Payment for services under this contract are fixed cost per unit. The volumes listed are for evaluation purposes only and will not be binding on the Commonwealth.

OFFEROR NAME
{insert offeror name}

Rate Card

Services	Hourly Rate	* Estimated Hours (Annually)	Total Cost (Annually)
Implementation Engineer Services	$0.00	250	$0.00
Program Manager Services	$0.00	250	$0.00
Project Coordination Services	$0.00	250	$0.00
Project Engineer Services	$0.00	250	$0.00
Project Manager Services	$0.00	250	$0.00
Labor Rate	$0.00	250	$0.00
		Total Cost Labor:	$0.00

Total Base Years:	$0.00
Total Renewal Years:	$0.00
Grand Total:	$0.00

* Estimated hours provided are for evaluation purposes only and do not guarantee work to be performed or payment to be received.

OFFEROR NAME
{insert offeror name}

Monthly Costs

Cost with Administrative Support from the Offeror

Description	Unit	Cost per unit	* Estimated Monthly Average	Total Monthly cost
Agent	Active user	$ -	841	$ -
Supervisor	Active user	$ -	218	$ -
Toll Free Calling	Per minute /incoming call	$ -	3,500	$ -
Local Call	Per minute /incoming call	$ -	4,500,000	$ -
Outbound Calling	Per minute/ outbound call	$ -	13	$ -
Port or Queue Slot	EA	$ -	1,060	$ -
Work Force Mgt	Per user	$ -	500	$ -
Call Recording	Per user	$ -	1,000	$ -
			Total Monthly Cost with Administrative Support	$ -

Annual Costs with Administrative Support

Base Years			Renewal Years			
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
$ -	$ -	$ -	$ -	$ -	$ -	$ -

Cost without Administrative Support from the Offeror

Description	Unit	Cost per unit	* Estimated Monthly Average	Total Monthly cost
Agent	Active user	$ -	841	$ -
Supervisor	Active user	$ -	218	$ -
Toll Free Calling	Per minute /incoming call	$ -	3,500	$ -
Local Call	Per minute /incoming call	$ -	4,500,000	$ -
Outbound Calling	Per minute/ outbound call	$ -	13	$ -
Port or Queue Slot	EA	$ -	1,060	$ -
Work Force Mgt	Per user	$ -	500	$ -
Call Recording	Per user	$ -	1,000	$ -
			Total Monthly Cost without Administrative Support	$ -

Annual Costs without Administrative Support

Base Years			Renewal Years			
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
$ -	$ -	$ -	$ -	$ -	$ -	$ -

* Estimated Monthly Averages provided are for evaluation purposes only and do not guarantee work to be performed or payment to be received.

OFFEROR NAME
{insert offeror name}

Single Sign On Worksheet

Item	Position	Hourly Rate	Hours	Cost
Single Sign On Setup Per Contact Center	Implementation Engineer Services	$0.00	0	$0.00
	Program Manager Services	$0.00	0	$0.00
	Project Coordination Services	$0.00	0	$0.00
	Project Engineer Services	$0.00	0	$0.00
	Project Manager Services	$0.00	0	$0.00
	Labor Rate	$0.00	0	$0.00
Alternative Call Treatment Per Contact Center	Implementation Engineer Services	$0.00	0	$0.00
	Program Manager Services	$0.00	0	$0.00
	Project Coordination Services	$0.00	0	$0.00
	Project Engineer Services	$0.00	0	$0.00
	Project Manager Services	$0.00	0	$0.00
	Labor Rate	$0.00	0	$0.00
Predictive Dialing Per Contact Center	Implementation Engineer Services	$0.00	0	$0.00
	Program Manager Services	$0.00	0	$0.00
	Project Coordination Services	$0.00	0	$0.00
	Project Engineer Services	$0.00	0	$0.00
	Project Manager Services	$0.00	0	$0.00
	Labor Rate	$0.00	0	$0.00
			Total Cost :	$0.00

OFFEROR NAME
{insert offeror name}

Cost Summary	
Total Cost Base Years - With Administrative Support:	$ -
Total Cost Base Years - Without Administrative Support:	$ -
Total Cost Rate Card Base Years:	$0.00
Total Cost Individual Agency Config:	$ -
Grand Total Cost Base Years:	$ -

Total Cost Renewal Years -With Administrative Support:	$ -
Total Cost Renewal Years - Without Administrative Support:	$ -
Total Cost Rate Card Renewal Years:	$0.00
Total Cost Individual Agency Config:	$ -
Grand Total Cost Renewal Years:	$ -

APPENDIX J
Domestic Workforce Utilization Certification

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

I, [title] of [name of Contractor] a [place of incorporation] corporation or other legal entity, ("Contractor") located at [address], having a Social Security or Federal Identification Number of [number], 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

☐ [number (One Hundred)] percent [Contractor must specify the percentage (100%)] 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

Agency	Call Center Name	Average Daily Call Volume	Average Call Lenth (Min)	Max Call Length	Platform Saved
CSC	Info Services				
DCNR	ATV	125	5	15	Call Center Platform
DGS	BOP (Bureau of Procurement)				
DGS	BVM (Bureau of Veh Mang.)				
DGS	OOB				
DHS	BIS				
DHS	OCYF				
DHS	ODP				
DHS	OIM1				
DHS	OIM2				
DHS	OIM3				
DHS	OIM4				
DHS	OLTL				
DHS	OMAP				
DHS	OMHSAS				
DHS	PID				
DHS	TMO				
DHS	OIM3				
DLI	CWDS				
DLI	OIT				
DLI	SWIF Harrisburg				
DLI	SWIF Johnstown				
DLI	SWIF Philadelphia				
DLI	SWIF Pittsburgh				
DOC	Help Desk	130	20	Unlimited	Call Center Platform
DOH	877 PA Health				
DOH	Help Desk				
DOH	SPBP				
DOH	Vital Records				
DOH	WIC WINS				
DOR	BIS TAC Main 717-787-6643	27	4:40	4:40	Recording Server
DOR	BIT EFile 7177874017	7	5:27	5:27	Recording Server
DOR	BIT EServices 7177871392	31	5:18	5:18	Recording Server

Agency	Call Center Name	Average Daily Call Volume	Average Call Lenth (Min)	Max Call Length	Platform Saved
DOR	BIT Inheritance 7177876505	18	5:58	5:58	Recording Server
DOR	BIT Inheritance General 7177878327	207	5:23	5:23	Recording Server
DOR	BIT Inheritance Non Res 7177833836	3	6:53	6:53	Recording Server
DOR	BIT Realty Transfer Tax 7177838104	33	3:53	3:53	Recording Server
DOR	BIT Res Cntr Assessment 7177835250	96	6:19	6:19	Recording Server
DOR	BIT Res Cntr Billing 7177725096	3	4:59	4:59	Recording Server
DOR	BIT Res Cntr Enforcement 7177871643	20	7:31	7:31	Recording Server
DOR	BIT Res Cntr Payments 7177729297	0	0:12	0:12	Recording Server
DOR	BIT Res Cntr Payments 7177870643	1	5:45	5:45	Recording Server
DOR	BMF 18004824382	58	5:19	5:19	Recording Server
DOR	BMF Main 17177875355	6	3:52	3:52	Recording Server
DOR	BOA Main 17177833664	91	4:03	4:03	Recording Server
DOR	BTFT_ EmpCrRef 7177836260	24	5:42	5:42	Recording Server
DOR	BTFT_eBus 717-783-6277	531	5:47	5:47	Recording Server
DOR	BTFT_Emp Bill 7177835271	71	5:53	5:53	Recording Server
DOR	BTFT_EmpErrRes 7177877635	49	7:54	7:54	Recording Server
DOR	BTFT_EmpRecProc 7177878600	48	4:28	4:28	Recording Server
DOR	BTFT_MiscExempt 7177835473	39	3:14	3:14	Recording Server
DOR	BTFT_MiscTaxes1 7177839354	18	4:08	4:08	Recording Server
DOR	BTFT_MiscTaxes2 7177839374	57	3:28	3:28	Recording Server
DOR	BTFT_MiscTaxes3 7177878275	7	4:47	4:47	Recording Server
DOR	BTFT_PTA 7177872104	4	4:58	4:58	Recording Server
DOR	BTFT_Reg 7177873653	100	9:54	9:54	Recording Server
DOR	BTFT_SaleTXContrl 7177837827	3	6:49	6:49	Recording Server
DOR	BTFT_SaleTXCrRef 17177837828	23	5:39	5:39	Recording Server
DOR	BTFT_SaleTXCrRef2 7177725496	6	6:05	6:05	Recording Server
DOR	BTFT_SaleTXCrRef3 7177838866	0	5:01	5:01	Recording Server
DOR	BTFT_SaleTXErr 7177831223	14	6:23	6:23	Recording Server
DOR	BTFT_SaleTXRev 7177878326	141	5:58	5:58	Recording Server
DOR	BTFT_VRT 7177876315	1	4:24	4:24	Recording Server
DOR	CATS Business Tax 717-783-8434	268	13:19	13:19	Recording Server
DOR	CATS Personal Income Tax 717-783-3000	651	11:50	11:50	Recording Server
DOR	CATS Philly Call Center 215-560-2056	126	4:19	4:19	Recording Server

Agency	Call Center Name	Average Daily Call Volume	Average Call Lenth (Min)	Max Call Length	Platform Saved
DOR	CATS Philly Call Center 215-560-2484	13	4:58	4:58	Recording Server
DOR	CATS Pitttsburgh Call Center 412-565-2465	1	5:11	5:11	Recording Server
DOR	CATS Pitttsburgh Call Center 412-565-7540	102	8:33	8:33	Recording Server
DOR	CATS Pitttsburgh Call Center 412-565-5270	2	9:03	9:03	Recording Server
DOR	COMPLIANCE 7836052	33	4:48	4:48	Recording Server
DOR	COMPLIANCE MAIN #717-787-3911	335	6:02	6:02	Recording Server
DOR	COMPLIANCE Old Bankruptcy 717-783-8989	5	4:04	4:04	Recording Server
DOR	CorpTaxes1 7177836031	209	11:05	11:05	Recording Server
DOR	CorpTaxes2 7177836036	0	0:26	0:26	Recording Server
DOR	CorpTaxes3 7177056225	288	8:26	8:26	Recording Server
DOR	EPAD Discovery 7177722960	20	5:17	5:17	Recording Server
DOR	EPAD Voluntary Compliance 7172147287	89	4:24	4:24	Recording Server
DOR	LEG Main 7177871007	86	4:23	4:23	Recording Server
DOR	Lottery Budget 7174252527	2	3:37	3:37	Recording Server
DOR	Lottery Claims 7177028004	3	3:25	3:25	Recording Server
DOR	Lottery Instant Ticket Acct 7177028003	75	2:38	2:38	Recording Server
DOR	Lottery IT HelpDesk 7177028006	5	3:30	3:30	Recording Server
DOR	Lottery Licensing 7177028005	3	3:07	3:07	Recording Server
DOR	Lottery Receptionist 7177028002	0	1:00	1:00	Recording Server
DOR	OCC_ChiefCounsel 7177871382	15	3:00	3:00	Recording Server
DOR	PTBO_PassThrough 7177057400	24	4:31	4:31	Recording Server
DOR	TSIC Business Tax 7177871064	816	11:50	11:50	Recording Server
DOR	TSIC PIT 7177878201	3385	5:54	5:54	Recording Server
DOR	TSIC PTRR 8882229190	1607	5:26	5:26	Recording Server
DOR	TSIC PTRR Local 7177722920	0	0:51	0:51	
DOS	BCEL	266	3	20	Call Center Platform
DOS	BPOA	2600	4	23	Call Center Platform
DOS	PCO				Call Center Platform
DOS	PHMP	59	3	25	Recording Server
DOS	SURE	120	7	60	Call Center Platform
DOS	UCC	919	3	60	Call Center Platform
FBC	Licensing	169	4	5	Call Center Platform
LCB	Help Desk				

Agency	Call Center Name	Average Daily Call Volume	Average Call Lenth (Min)	Max Call Length	Platform Saved
LCB	Licensee Info Center	160	4	20	Call Center Platform
OA	HRSC	1347	4	45	Recording Server
OA	LAN Help Desk	183	8	45	Call Center Platform
OIG	Tipline				
PCCD	VCC				
PDE	Teacher Certification	340	7	30	Call Center Platform
PSP	Megan's Law	56	3	30	Call Center Platform
PSP	PATCH	365	2:04	3:49	Call Center Platform
PUC	VCC	2100	15	40	Recording Server
DLI	Unemployement Compensation	14000	10	120	Recording Server
DLI	UC Tax	600	5	60	Recording Server

Recording Server Physical Location

Recording Server Physical Location

Recording Server Physical Location
FTP to local machine a Penn Center Harrisburg

Recording Server Physical Location
1 Technology Park, Harrisburg, PA
Microsoft 2008/2012 Servers, SQL Database
Not a physical server, but FTP to local machine at DLI.

Call Center Platform
Recording Server

REQUIREMENT MATRIX
INSTRUCTIONS

1   Please contact the Issuing Officer, Barbara Booher, at RA-OITPurchases@state.pa.us with any questions or concerns.

2   A response must be selected for all yellow cells in the worksheets. Blue cells should be filled out if the corresponding yellow selection is NOT "out of the box" or "configurable setting".

3   Responses should be selected using the following guidelines:

      Out of the box - No additional settings beyond standard installation are required to meet the requirement

      Configurable setting - Current commercially available of software will meet requirement with settings during or post-installation

      Would require customization - Requirement could be met through changes to source code

      Not supported - This requirement cannot be met, even with customization

      Supported in next release - This requirement is not supported with the current version, but is already in development for the next major release

4   Requirement Type:

      Required - requirements that must be met to support the key features and functions of the system

      Highly Desirable - a requirement identified as providing a key enhancement of the system functionality if met

      Desirable - a requirement that if met, will enhance the system functionality

Category	Req #	Business Requirements	Requirement Type	How is requirement met?	Explanation
	1.1	The selected Offeror shall provide a contact center solution that can handle a wide range of call volumes and concurrent logged in agents and supervisors as represented within Appendix U, Reporting Examples. The Offeror shall describe their contact center solution including the amount of concurrent interactions that can be handled. required		Select one	
	1.2	The Offeror shall provide a contact center solution that can route calls to multiple end points such as IPT, mobile, and analog with the ability of the agent to define depending on location of shift. The Offeror shall describe their ability to route calls to multiple end points and any limitations that their solution may have in delivering calls. required		Select one	
	1.3	The selected Offeror shall provide a multi-tenant cloud based solution that requires no on premise equipment. This solution is required to support multiple agencies with multiple instances per agency. required		Select one	
	1.4	The selected Offeror shall provide a solution that will accommodate hearing and visually impaired agents and supervisors. The Offeror shall describe their ability to accommodate hearing and visually impaired agents and supervisors. highly desirable		Select one	
	1.5	The selected Offeror shall provide access to agent interface through public Internet without the use of VPN. The Offeror shall describe and provide an example of their agent interface, including how agents log into the platform to receive calls.	highly desirable	Select one	
	1.6	The selected Offeror shall provide a tool accessible from mobile devices for emergency open and closures of call centers. The Offeror shall describe the process Contract Participants can use for emergency open and closures of call centers.	required	Select one	
	1.7	The selected Offeror shall provide a drag and drop or graphic interface utility for the manipulation and construction of call flows. Contact center administrators should have full access and control over all aspects of call flow with the ability to make changes on their own should they so choose. The Offeror shall describe the tool to be used by administrators. highly desirable		Select one	
	1.8	The selected Offeror shall provide a solution that can handle multiple customer interfaces such as email, chat, social media, and SMS. The Offeror shall describe their ability to handle multiple interfaces and shall include the interfaces that are compatible with their solution and a list, if any, of those that are not compatible. required		Select one	
	1.9	The selected Offeror shall provide a solution that has built in redundancy, high availability, and automatic failover in the event of disasters or platform unavailability that prevents the loss of call distribution. The Offeror shall describe their solution for redundancy, high availability, and automatic failover.	required	Select one	
	1.10	The proposed solution shall have the ability to easily move agents between tenants. The Offeror shall describe how an agent is moved between tenants.	desirable	Select one	
	1.11	The proposed solution shall have the ability for a "phone only" log in for agents. The Offeror shall describe their solution for "phone only" agent log in.	desirable	Select one	

Category	Req #	Business Requirements	Requirement Type	How is requirement met?	Explanation
Core Features 1.0	1.12	The selected Offeror shall provide the agents the ability to select dispositions and/or wrap up codes for defining the subject of an interaction as well as customizable unavailable (agent not ready) codes that are reportable. Agents should have the ability to select unlimited number of dispositions for any given contact as well as add free form text or notes. The Offeror shall describe their solution for disposition/ wrap up codes and any limitations on number of dispositions that can be selected.	required	Select one	
	1.13	The selected Offeror shall provide a solution that includes, but is not limited to, basic to enhanced system feature package, agent feature package set, supervisor feature package set, and administrator feature package. The Offeror shall describe, in detail, their agent, supervisor, and administrator feature package.	required	Select one	
	1.14	The selected Offeror shall provide the ability for call monitoring for quality or training purposes and should allow for administrators the ability to limit users that have access to this feature.	required	Select one	
	1.15	The selected Offeror shall provide the ability to restrict visibility between business areas within any given tenant and between tenants. The Offeror shall describe how their solution restricts visibility between business areas within any given tenant and between tenants.	required	Select one	
	1.16	The selected Offeror shall provide the ability for calls to automatically transfer between all agency tenants and outside numbers without a caller having to hang up and dial another number. The Offeror shall describe how calls can be transferred between tenants and outside numbers.	required	Select one	
	1.17	The selected Offeror shall have the ability to port and maintain each local and toll free inbound number onto their platform for use with the contact center services. The Offeror shall describe how their solution accepts local and toll free numbers for use with the contact center.	required	Select one	
	1.18	The selected Offeror shall provide the ability to route calls to agents based on selected skills. The Offeror shall describe their skill based routing feature.	required	Select one	
	1.19	The selected Offeror shall provide a dial by extension feature where administrators can assign a predefined extension, through the contact center, where callers can dial and reach a specific agent. The Offeror shall describe their dial by extension offering.	required	Select one	
	1.20	The selected Offeror shall provide voicemail capabilities through the contact center where callers can leave a message and it be delievered as an interaction or delivered to an email address. The Offeror shall describe their voicemail solution.	required	Select one	
	1.21	The selected Offeror shall provide a directory and address book that provides the ability for agents to click to call other agents, skill groups, or speed dial frequently dialed numbers. The Offeror shall describe their directory and address book offering.	required	Select one	
	1.22	The selected Offeror shall provide the ability to set priorities to initial, reskilled, or overflow interactions to allow selected interactions be placed at the top of a queue. The Offeror shall describe their solution for prioritzing contacts.	required	Select one	
	1.23	The selected Offeror shall provide, at the request of individual agencies, professional services to consult and make recommendations on optimizing user experience and implementing contact center best practices.	required	Select one	

Category	Req #	Business Requirements	Requirement Type	How is requirement met?	Explanation
	1.24	The selected Offeror shall provide the ability for administrators to predefine holidays or special routing days. The Offeror shall describe how their system handles time of day routing, holidays and special routing based on dates and times.	required	Select one	
Billing and Invoicing 2.0	2.1	The selected Offeror shall establish funding streams for and initiate billing via the Commonwealth's ITSM ordering and billing tool.	highly desirable	Select one	
	2.2	The selected Offeror shall utilize what is built in the administration and configuration utility, currently Service Now, or similar tool for inventory, billing and ordering of agent, supervisor, and porting licenses.	highly desirable	Select one	
	2.3	The selected Offeror shall provide the ability inactive agents putting them into a hybernated state to avoid and reactivated when needed. The Offeror shall describe the ability to inactivate and reactivate agents.	required	Select one	
	2.4	The selected Offeror shall provide a quarterly cost analysis for each instance to ensure the environment is appropriately sized and billed of the business area's needs.	highly desirable	Select one	
Training and Education 3.0	3.1	The selected Offeror shall be responsible for training all administrators, agents, and supervisors prior to turn up of any call center or add on features. Training should include, but is not limited to contact center functionality, reporting, and dashboard functions. The Offeror shall describe all training classes and resources that will be made available to Contract Participants.	required	Select one	
	3.2	The selected Offeror shall submit all training material and class outlines to the commonwealth for approval prior to them being made available to Contract Participants.	required	Select one	
	3.3	The selected Offeror shall provide ongoing training on all facets of the platform through the life of the contract. The Offeror shall describe their ongoing training offerings.	required	Select one	
	3.4	The selected Offeror shall update end user guides and training materials as applicable or requested by the commonwealth.	required	Select one	
	3.5	The selected Offeror shall provide detailed training on billing and invoicing prior to turn up of any call center or add on features.	highly desirable	Select one	
	4.1	The selected Offeror shall provide the commonwealth with full reporting packages as referenced, but not limited, to those described in Appendix U, Reporting Examples. The Offeror shall describe their reporting packages and provide examples of reports that can be generated.	required	Select one	
	4.2	The selected Offeror shall provide each contact center reports that are clearly understandable by each agency and program area and must have the ability to be exported in formats acceptable to the commonwealth such as .xls, .pdf, and .csv	required	Select one	
	4.3	The Offeror shall provide a complete dictionary of reporting terms that clearly defines metrics each report is displaying, examples can be found, but not limited to, in Appendix U, Reporting Examples.	highly desirable	Select one	
	4.4	The selected Offeror shall provide the ability for each contact center to build custom reports for their business needs. The Offeror shall describe and provide examples of custom reports that can be generated.	required	Select one	
	4.5	The selected Offeror shall provide a real time dashboard displaying current status of contact center and queues for each call center. The dashboard should be capable of segmenting views by all agency's tenants or by specific tenant. The Offeror shall describe and provide an example of their real time dashboard.	required	Select one	

Category	Req #	Business Requirements	Requirement Type	How is requirement met?	Explanation
Reporting 4.0	4.6	The selected Offeror's dashboard should be fully customizable by the agency and have the ability to be displayed in large format for monitors or tv sets.	required	Select one	
	4.7	The selected Offeror shall provide the ability for an administrator or supervisors to view dashboards and call reporting for multiple contact centers simultaneously. The Offeror shall describe how administrators and/or supervisors can view dashboards and reporting for multiple contact centers simultaneously.	highly desirable	Select one	
	4.8	The selected Offeror shall provide solution metrics to include but not be limited to those in Appendix U, Reporting Examples. The Offeror shall provide a comprehensive explanation as to how metrics are derived.	required	Select one	
	4.9	The selected Offeror shall provide the same call reporting details during failover or any contingency state as during normal operations.	highly desirable	Select one	
	4.10	The selected Offeror shall provide the ability of scheduling of reports as well as the ability to run reports remotely and/ or have the scheduled reports emailed to multiple email addresses.	highly desirable	Select one	
	4.11	The selected Offeror shall provide reporting metrics, where results are time based, be displayed as HH:MM:SS.	highly desirable	Select one	
	4.12	The selected Offeror shall provide, in a readable format approved by the Commonwealth, a monthly system availability report detailing overall solution availability in a drill down format showing component availability at a contact center level. This report will also detail any events or incidents that have had an impact on availability of services.	required		
	4.13	The selected Offeror shall provide Line of Business reporting, in a readable format that should include daily, weekly, monthly, and yearly metrics based on the types of issues that are being handled by its help desk. The Offeror shall provide examples of their Line of Business reporting.	required	Select one	
	4.14	The selected Offeror's Help Desk system shall generate monthly reports, separate for each Contract Participant, which lists with details all of the trouble tickets opened for that particular month. Reports shall be generated in a readable format accepted by the Commonwealth such as .pdf, .xlsx, or .doc. The Offeror shall provide examples of summary and detail reports from the help desk system that will be provided to the Commonwealth.	required	Select one	
	4.15	The selected Offeror shall provide the ability to export historical reporting data, in a readable format, to individual agency external repositories such as, but no limited to, sql, pdf, xlsx, and doc. The Offeror shall describe and provide examples of historical reports in their readable format.	required	Select one	
	5.1	The selected Offeror shall provide the ability for recording 100% of interactions, as required by individual contact centers, or partner with an established recording solution upon approval of the Commonwealth. This solution assumes the Offeror, or its subcontractor, will provide and maintain the hardware and the commonwealth will have full administrative control and access to all recordings. Said records will comply with HIPPA, IRS and Commonwealth of Pennsylvania security and retention guidelines. The Offeror shall describe, in detail, their recording solution.	required	Select one	
	5.2	The selected Offeror shall provide the ability to interface with agency servers to have recordings automatically download for retension. The Offeror shall describe how their solution allows for offloading of call recordings.	required	Select one	

Category	Req #	Business Requirements	Requirement Type	How is requirement met?	Explanation
Add On Features 5.0	5.3	The selected Offeror shall ensure the hardware and Offeror network utilized for recordings is sufficient to meet the call recording requirements. The Offeror shall describe the hardware and network used to meet the Commonwealth's recording needs. Additional detail regarding call recording requirements may be found in Section IV-3.E.	required	Select one	
	5.4	The selected Offeror shall provide a Workforce Management/ Workforce Optimization solution or partner with an established WFM/WFO provider upon approval of the Commonwealth. This solution should include, but is not limited to the following features: forecasting, adherence management, web enabled, staff scheduling and reporting/ scorecards. The Offeror shall describe and provide examples of their WFM/ WFO offering.	highly desirable	Select one	
	5.5	The selected Offeror shall provide integration with customer relationship management tools in use with the Commonwealth. Listing of current CRM tools can be found in Section IV-3.E, Interfaces.The Offeror shall provide a complete listing of all CRM tools that are compatible, and have proven success, with their platform.	required	Select one	
	5.6	The selected Offeror shall provide, at the request of an individual agency, alternate call treatment options when port capacity is reached such as voicemail, prerecorded message, or busy signal. The Offeror shall describe the alternate call treatment options.	required	Select one	
	5.7	The selected Offeror shall provide the ability to trigger a web based (URL) screenpop when agents receive interactions. The screenpop should have the ability to pass caller entered information that can then be passed to the receiving agent. Information entered into the contact center and passed to the screenpop shall be encrypted. The Offeror shall describe their screenpop abilities.	required	Select one	
	5.8	The selected Offeror shall provide the ability, at the request of an individual agency, for users to utilize single sign on including, but not limited to, contact center platform, dialer, and IVR platforms. The Offeror shall describe their ability to provide single sign on and the level of effor required.	required	Select one	
	5.9	The selected Offeror shall provide comprehensive technological solution that includes, but is not limited to, automatic speech recognition, management of high call volume, outbound dialing campaigns, interactive voice response, advanced call routing based upon automatic number identification (ANI), dialed number identification service (DNIS), geographic location and customer inputs. The Offeror shall describe and provide examples of their solution for automatic speech recognition, management of high call volumes, and advanced call routing options.	required	Select one	
Steady State Support 6.0	6.1	The selected Offeror shall provide ongoing support for changes, repairs, and general questions regarding the product. The Offeror shall describe, in detail, their support for changes, repairs, and general questions regarding the product. The description shall include which department of the Offeror's company handles each area and how the Contract Participants contact these departments.	required	Select one	
	6.2	The selected Offeror shall integrate outages, repairs, and service requests into the commonwealth's IT Service Management (ITSM) tool as referenced in Section IV-3.F, Solution Support.	required	Select one	

Category	Req #	Business Requirements	Requirement Type	How is requirement met?	Explanation
General Requirements 7.0	7.1	The Offeror shall provide a universal rate structure which charges the same rates for the same services statewide, regardless of service distance, and/ or geographical area.	required	Select one	
	7.3	The selected Offeror shall integrate with the commonwealth's current and future IT Service Management tool(s). Currently this tool is Service Now.	required	Select one	
Solution Support 8.0	8.1	The selected Offeror shall have a 24x7x365 Service Desk to support the Commonwealth contract participants. Offeror shall describe how it manages an issue reported affecting 1-10 users. Offeror shall describe how it manages an issue affecting one contact center. Offeror shall describe how it manages an issue affecting more than one contact center. Response shall include but not be limited to; how the issues is logged and reported, escalated, how notifications are made.	required	Select one	
	8.2	The selected Offeror shall ensure that the help desk will be located within the United States.	required	Select one	
	8.3	The selected Offeror's Help Desk shall serve as a single point of contact for any and all incidents, repairs, and outages for all services provided by the Offeror.	required	Select one	
	8.4	The selected Offeror shall not reject or refuse to accept a trouble ticket based on incomplete troubleshooting or information provided by contract participants.	required	Select one	
	8.5	The selected Offeror shall accept individual trouble tickets referencing the same incident from more than one contract participant.	required	Select one	
	8.6	The selected Offeror shall follow the Commonwealth's Outage Notification process as documented in Appendix O, Incident Management Process.	required	Select one	
	8.7	The selected Offeror shall generate a help desk ticket and notify contract participants upon detection when critical alerts or an all service failure occurs.	required	Select one	
	8.8	The selected Offeror shall work with onsite contacts listed in trouble tickets for further troubleshooting/ information and not require the Contact Participants to be involved in troubleshooting or information gathering.	required	Select one	
	9.1	The selected Offeror shall provide, at the request of an individual agency, a solution for predictive dialing with the capability to define, manage, and execute multiple campaigns based on user definable record selection criteria. The Offeror shall describe their predictive dialing solution or their approach to providing this feature.	required	Select one	
	9.2	The selected Offeror's dialer solution shall have the ability to provide web based (URL) screenpops. The screenpop should have the ability to pass caller entered information that can then be passed to the receiving agent. Information entered into the contact center and passed to the screenpop shall be encrypted.	required		
	9.3	The selected Offeror predictive dialer shall have, but not limited to, automatic handling and disposition of busies, answering machines, no answer and disconnected instances. The Offeror shall describe their solution for automatic handling and dispositions of "non answered" calls.	required	Select one	

Appendix M
Hosted Applications Service Requirements

The purpose of this appendix is to define requirements for technology solutions procured by the Commonwealth that are not hosted within Commonwealth infrastructure.

A. Hosting Requirements

1. The selected Contractor shall supply all hosting equipment (hardware and software) required for performance of the Contract.

2. The selected Contractor shall provide secure access to all levels of users via the internet.

3. The selected Contractor shall use commercially reasonable resources and efforts to maintain adequate internet connection bandwidth and server capacity.

4. The selected Contractor shall maintain all hosting equipment (hardware and software) and replace as necessary to maintain compliance with the Service Level Agreements as described in **Appendix T, Service Level Agreement.**

5. The selected Contractor shall monitor, prevent and deter unauthorized system access. Any and all known attempts must be immediately reported to the Commonwealth. In the event of any impermissible disclosure, loss or destruction of Confidential Information, the receiving Party must immediately notify the disclosing Party and take all reasonable steps to mitigate any potential harm or further disclosure, loss or destruction of such Confidential Information. In addition, pertaining to the unauthorized access, use, release, or disclosure of data, the Provider shall comply with state and federal data breach notifications regulations and is to report security incidents to the Commonwealth within one (1) hour of when the Provider knew of such unauthorized access, use, release, or disclosure of data.

6. The selected Contractor shall allow the Commonwealth or its delegate, at times chosen by the Commonwealth, to review the hosted system's location and security architecture.

7. The selected Contractor staff, directly responsible for day-to-day monitoring and maintenance, shall have industry standard certifications applicable to the environment and system architecture used.

8. The selected Contractor shall locate servers in a climate-controlled environment. Contractor shall house all servers and equipment in an operational environment that meets industry standards including climate control, fire and security hazard detection, electrical needs, and physical security.

9. The selected Contractor shall examine system and error logs daily to minimize and predict system problems and initiate appropriate action.

10. The selected Contractor shall completely test and apply patches for all third-party software products before release.

B. System Availability

1. The selected Contractor shall make available the system and any custom software on a 24 x 7 basis as established by the RFP, excluding approved scheduled maintenance.

2. The selected Contractor shall perform routine maintenance during the planned weekly maintenance period. Routine maintenance shall include, but is not limited to, server upgrades/patching, software upgrades/patching and hardware maintenance. Maintenance shall not be performed during the core business hours as defined in the RFP and **Appendix L, ECCS Requirements Matrix**.

3. The selected Contractor shall perform non-routine maintenance at a mutually agreeable time with two (2) weeks advance notice to the Commonwealth.

4. From time to time, emergency maintenance may be required to bring down the system. In such situations, if possible, the selected Contractor shall give advance notice, before the system goes down for maintenance, to the Commonwealth. The selected Contractor will limit the emergency maintenance to those situations which require immediate action of bringing down the system that cannot wait for the next scheduled maintenance period. It is expected that the Contractor will rollover to a backup site during any such emergency maintenance.

C. Security Requirements

1. The selected Contractor shall conduct a third party independent security/vulnerability assessment at its own expense on an annual basis and submit the results of such assessment to the Commonwealth.

2. The selected Contractor shall comply with Commonwealth directions/resolutions to remediate the results of the security/vulnerability assessment to align with the standards of the Commonwealth.

3. The selected Contractor shall use industry best practices to protect access to the system with a firewall and firewall rules to prevent access by non-authorized users and block all improper and unauthorized access attempts.

4. The selected Contractor shall use industry best practices to provide system intrusion detection and prevention in order to detect intrusions in a timely manner.

5. The selected Contractor shall use industry best practices to provide virus protection on all servers and network components.

6. The selected Contractor shall limit access to the system and servers and provide access only to those staff that must have access to provide services proposed.

7. The Provider will provide all Services, using security technologies and techniques in accordance with industry best practices and the Commonwealth's security policies, procedures, and requirements, including those relating to the prevention and detection of fraud and any other inappropriate use or access of systems and networks.

D. Data Storage

1. The selected Contractor shall use industry best practices to update all systems and third party software security patches to reduce security risk. The Provider shall protect their systems with anti-virus, host intrusion protection, incident response monitoring and reporting; network firewalls, application firewalls, and employ system and application patch management to protect its network and customer data from unauthorized disclosure.

2. The selected Contractor shall be solely responsible for all data storage required.

3. The selected Contractor shall take all necessary measures to protect the data including, but not limited to, the backup of the servers on a daily basis in accordance with industry best practices and encryption techniques.

4. The Provider agrees to have appropriate controls in place to protect critical or sensitive data and shall employ stringent policies, procedures, and best practices to protect that data particularly in instances where sensitive data may be stored on a Provider controlled or owned electronic device.

E. Disaster Recovery
1. The selected Contractor shall employ reasonable disaster recovery procedures to assist in preventing interruption in the use of the system.

2. The selected Contractor support and problem resolution solution shall provide a means to classify problems as to criticality and impact and with appropriate resolution procedures and escalation process for each classification of problem.

F. Adherence to Policy

1. The selected Contractor shall utilize a secured backup solution to prevent loss of data, back up all data every day and store backup media. Storage of backup media offsite is required. Stored media must be kept in an all-hazards protective storage safe at the worksite and when taken offsite. All back up data and media shall be encrypted.

2. The Provider shall abide by all the Commonwealth's policies (Information Technology Bulletins (ITBs).

3. The Provider shall comply with all pertinent federal and state privacy regulations.

G. Closeout

1. When the contract term expires or terminates, and at any other time at the written request of the disclosing Party, the receiving Party must promptly return to the disclosing Party all its Confidential Information (and all copies of this information) that is in the receiving Party's possession or control.

Commonwealth of PA Change Management Process

Title 1: Scope and Purpose

This document provides a unified process which shall be used by all groups within the OA-OIT organization. Its purpose is to align the OA-OIT Change Management process with ITIL standards for consistency, improve service delivery and continuous improvement.

Title 2: Definitions and Acronyms

Acronym	Definition
CAB	Change Advisory Board - A body that exists to support the authorization of changes and to assist Change Management in the assessment, prioritization, and scheduling of changes.
CM	Change Management – An IT Service Management discipline.
CMU	Change Management Unification – CTO Change Management Process Consolidation project. A holistic effort that incorporated people, process, and technology in order to give the effort the best possible chance of success. It was structured as recommended and included the following threads: Project Management, Process, Technology, Organization and Governance.
ECAB	Emergency CAB - A body that exists to support the authorization of Emergency Changes and to assist Change Management in the assessment, prioritization, and scheduling of Emergency Changes.
FGCAB	Functional Group Change Advisory Board – Structured groups determined on a group-by-group basis based on each group's business needs. This level CAB has the authority to approve the implementation of changes that do not qualify as Enterprise Changes.
FSC	Forward Schedule of Changes – The schedule of all approved and their scheduled implementation date.
ITSCM	Information Technology Service Continuity Management – The process for managing risks to IT services and ensures that a provider can support Service Level Agreements (SLAs).
ITSM	Information Technology Service Management – Management of IT services.
KPI	Key Performance Indicator – A financial or non-financial measurement of a particular value. The value measured is used to assess an organization's achievement of a pre-defined target.
RFC	Request for Change – A formal request to implement a change.
PIR	Post Implementation Review – An assessment and review of a completed change.
Stakeholders	Any person or group that could be impacted in any way by the changes performed by a group. Includes internal people/organization, agencies, vendors, etc.
Unauthorized Change	A change that was performed prior to obtaining appropriate approvals via the process.

Title 3: Policies

Process Policies
This section describes policies that are used in conjunction with the Change Management process.

Policy Statements
1. All changes spanning more than one maintenance window shall be submitted as individual changes
2. All changes must be approved prior to implementation
3. All changes must adhere to the approved maintenance window
4. All changes are not to be initiated prior to the approved start date/time
5. All changed must adhere to the approved plans

Change Implementation Window
To maintain availability and reliability of provided services, OA/OIT has established predetermined dates and times for implementing changes.

To ensure service excellence, changes defined as Enterprise will be scheduled for implementation during an Enterprise Change Window or as negotiated within the affected service(s) [1]. Systems or servers may be unavailable during the Enterprise Change Window. The dates and times for implementation of Enterprise changes are defined in ITB-SYM010.

Additional non-Enterprise windows may be defined and documented at each Functional Group level.

Blackout / Change Freeze
Per ITP-SYM010, an agency or a vendor may request a Blackout / Change Freeze. Changes requested during a blackout / change freeze require a full risk assessment. The responsible individual may either document that there is no potential impact to a blackout / change freeze or obtain a waiver from the blackout / change freeze contact.

Auditing Changes
Auditing will be performed at random times on change records. The purpose of the audit is to ensure that all personnel are in compliance with the Change Management process defined in this document. Remediation will be provided to personnel not in compliance with the policy.

Regulations
1.	**All changes are documented and approved.** No changes should be made to the systems, networks, services, associated processes, or other configuration items without the prior approval of OA/IT and user representative stakeholders. Changes to anything considered to be a configuration item must be documented and approved according to the defined process and as detailed in Functional Group Work Instructions.
2.	**Changes shall have a clearly defined and documented scope.** Each change requires a complete description of the change in language that is understood by the entire CAB membership.
3.	**Changes must pass appropriate levels of testing prior to deployment into the production environment.** Changes must be tested to assure quality before being installed into the production environment where possible. This may include testing in a test (staging) or development environment. Where appropriate, these tests should also assure that Operations Personnel have had adequate knowledge transfer or training prior to deployment of a new service or system.
4.	**Install, test, backout and communication plans are supplied for all changes.**
5.	**Business impact shall be communicated.** The need for a change and the business impact of changes will be clearly documented and communicated in a manner comprehendible by all affected stakeholders.

Regulations	
6.	**Proposed service impacting changes should be scheduled during non-peak hours to minimize impact on users.**
7.	**Changes must be scheduled within windows that provide sufficient time to backout the change.** The approved change window must include sufficient time to allow for the implementation, the verification and (if required) a backout and testing before the window closes.
8.	**Affected groups must approve changes.** OA/IT will make changes to production services that may affect the services of other groups only after gaining the approval of the affected groups.
9.	**Changes must be actively reviewed and voted on by designated approvers.** Members are to be on record, in the ITSM Tool, as to their concurrence with the approved change.
10.	**Change requester and technical reviewers must be distinct individuals.** For any particular change, the technical reviewer must be a person with the technical expertise to validate the change request and cannot be the same person who submitted the change.
11.	**Stakeholder review and participation is required.** A change will be made only after stakeholders analyze the change and coordination has occurred between the stakeholders and the Functional Group responsible for making the change.
12.	**CAB voting membership is an important responsibility and requires commitment.** Voting CAB membership requires the individual to regularly attend CAB meetings and to regularly review and approved changes within the ITSM tool. If a voting member fails to meet a tolerable level of commitment, the lack of participation will be escalated according to the established procedure for resolving these types of issues.
13.	**Change schedules shall be forward looking.** CAB meeting agendas will always include a review of the forward looking schedule of changes (FSC) to minimize last minute scheduled changes and prevent haphazard actions. The FSC should highlight in advance key business critical periods where known (i.e., End of month, quarterly, yearly activities).
14.	**Changes not approved by all voting members must be discussed at a CAB meeting.** Any contested change request not represented by the requester or their representative in a CAB meeting will not be approved. Requester and voting member participation is mandatory. If voting members abstained from voting and participating in a CAB meeting, changes will be approved and scheduled.
15.	**The FSC shall be available to all stakeholders or their representatives.** All stakeholders must have access to the FSC to be able to determine the impact of changes on their environment, business, and human resource load.
16.	**Testing / verification shall occur immediately after change installation.** To the extent possible, customer testing and validation of the change must be completed immediately following the change implementation and during the change window.
17.	**Stakeholders must be notified if a change has been rescheduled.**
18.	**Change records shall be analyzed regularly.** Change records shall be analyzed according to a schedule that has been agreed upon by the appropriate CAB and/or OA/OIT leaders to detect increasing levels of changes, frequently recurring types, emerging trends, and other relevant information. The results and conclusions drawn from change analyses shall be recorded.
19.	**Non-OA/IT initiated changes require notification.** Non-OA/IT business units will not implement changes that will or may affect OA/IT services without proper OA/IT notification and approval.

[1]**To implement Enterprise changes in a non-Enterprise window**, the Change Requester is to email their ECAB the **Brief Description of the Change**, **Impact of the Change**, **Change Window Timeframe** and **Justification**. An ECAB approver will reply to the request and copy the OA-ETSO E-Change DL with approval or rejection.

Title 4: CAB Structure

Change Advisory Board (CAB)

A CAB is a body that exists to support the authorization of changes and to assist Change Management in the assessment, prioritization, and scheduling of changes.

CABs will be the vehicle for approving changes before they are implemented. When a CAB meeting occurs, meeting attendees shall be chosen who are capable of ensuring that all changes within the scope of the CAB are adequately assessed from both a business and a technical viewpoint. The CAB will approve the schedule for each change request. Once a change has been scheduled by a CAB, the scheduled dates will be reflected on the Forward Schedule of Changes (FSC) in the ITSM Tool.

The OA-OIT organization uses a "collaborative" CAB model, which includes Functional Group CABs, Emergency CABs, and an Enterprise CAB. Each Functional Group has its own CAB, whereas the Enterprise Group consists of one Enterprise CAB. Each CAB has its own set of work instructions which define its members, stakeholders, change scope, change criteria, deadlines and schedules. There are specific criteria defined for the types/classifications of changes that each Functional Group has the authority to approve vs. those changes that must be approved by the Enterprise CAB prior to implementation. Based on the defined criteria, some changes are approved through a Functional Group and then escalated to the Enterprise CAB for approval.

Enterprise Change Advisory Board (CAB)
The Enterprise CAB will consist of the Commonwealth Chief Technology Officer (CTO) and ETSO Directors. The Enterprise CAB will meet weekly on a recurring basis, as coordinated and chaired by the Enterprise Change Manager.

Participation in the weekly meeting is mandatory for Enterprise CAB members. In cases where an Enterprise CAB member cannot attend in person, arrangements should be made with the Enterprise Change Manager for a conference line or the designated alternate should be asked to participate in the meeting.

In addition to approvers for specific contested changes to be discussed, others may be required to participate in CAB meetings as the need arises, such as to answer questions about specific changes that are up for discussion. The following roles will be represented in the Enterprise CAB meeting on an as-needed basis:

- Change Owner
- Technical Support Manager
- Service Level Manager
- Problem Manager
- Request Manager
- IT Continuity Manager
- Financial Manager
- Capacity Manager
- Availability Manager
- Security Manager
- Release Manager
- Authorized Agency representative(s)
- Agency Point(s) of Contact
- Applications developers/maintainers
- Specialists/technical consultants
- Services and Operations staff

· Facilities/office services staff (where changes may affect moves/accommodation and vice versa) and /or Contractors' or third parties' representatives

Functional Group CAB (FGCAB)

FGCAB structures will be determined on a group-by-group basis based on each group's business needs. The default structure will be to pattern the FGCAB after the Enterprise CAB Structure to maintain as much consistency for Change Management participants as possible. However, there may be situations where the structure will differ. Business reasons for varying from the structure used for the Enterprise CAB will be clearly documented. Variant FGCAB structures will be approved by the Enterprise Change Manager.

FGCABs own the responsibility of gaining appropriate customer/agency approvals for requested changes. This will take the form of providing agencies with voting/approval representation at the FGCAB level.

Emergency CAB (ECAB)

An ECAB is a body that exists to support the authorization of Emergency Changes and to assist Change Management in the assessment, prioritization, and scheduling of Emergency Changes. ECABs will be the vehicle for approving emergency changes before they are implemented. ECABs are defined in each Functional Group's Work Instructions. All emergency changes must be communicated to the CTO.

Title 5: Roles and Responsibilities

Roles and Responsibilities

The following roles are associated with the Change Management process. A single individual may have one or more roles they perform based on the change request and situation.

Role	Responsibilities
Change Requester	Submits change requests and provides information as follows: Defines success criteria. Identifies tasks and resources required to accomplish the change. Ensures appropriate documentation, based on the change type, has been provided. Determines the impact and risk for implementing the change. Determines the urgency and classification for the change. Checks for potential conflicts. Confirm there is no potential impact to a Blackout / Change Freeze in effect. Associates related configuration items (CIs), incidents, and services to the change request. Coordinates communication, as needed. Documents any potential remediation plans, as appropriate.
Agency Change Requester	Contacts the appropriate Functional Group to initiate the change process. Provides appropriate information based on the type of change.
Technical Reviewer [1]	Reviews changes as follows: Reviews changes for technical feasibility, impacts to applications, the network, users, and other components. Verifies initial priority classification for the requested change. Verifies appropriate information is provided, based on the type of change. Verifies the impact and risk for implementing the change. Verifies the urgency and classification of the requested change.

	Verifies change plans, schedule, task(s), and resources required to accomplish the change. Confirm there is no potential impact to a Blackout / Change Freeze in effect. Assures compliance with policies and regulations.
Functional Group CAB Member	Ensures that all Functional Group changes are fully assessed for risk, impact, funding, and funding approval. Approves, rejects, or requests further analysis on all Functional Group changes after full consideration of the information required/available. Prioritizes approved changes and approves the functional group forward schedule of change (FSC), once scheduling conflicts have been resolved. Supports determination of whether or not a change needs Enterprise CAB review.
Agency Point of Contact	Is an agency change management representative. Serves as a member of the CAB. Coordinates communications between the CABs and the Agencies. Approves or rejects changes on the Agency's behalf. Participates in the CAB meeting to discuss and contested change requests Participation is mandatory
Functional Group Change Coordinator / Change Manager	Provides guidance on the change management process. Reviews all open Functional Group changes for compliance. Ensures all Blackouts / Change Freezes have been fully vetted for potential impact. Tracks all open Functional Group changes. Prepares the Functional Group CAB meeting agenda, chairs the Functional Group CAB meeting. Provides the FSC for review in the Functional Group CAB meeting. As needed, documents reason(s) for rejection. Cancels changes as needed. Performs final review of each Functional Group (non-Enterprise or non-Production) change to assess the change results and determine closure type or cancellations. Change assessment is performed on a case-by-case basis. Criterion considered in the assessment of the completed change is based upon success criteria documented in the request, adherence to the approved plans, completion within the approved time window, unexpected business impact, unexpected customer impact, subsequent incidents as a result of the change, events that occurred during the implementation and testing, along with other factors. Ensures Post Implementation Reviews (PIRs) are completed as requested, when determined to be appropriate by the Change Manager. Supports identification of process improvement opportunities identified during PIRs. Monitors CAB participation and escalates non-participation as appropriate. Coordinates quarterly review of all Standard changes.
Enterprise Change Coordinator / Manager	Has the same responsibility as the Functional Group Change Coordinator / Change Manager but for the Enterprise CAB. Represents Enterprise change management in Functional Group CAB meetings. Participates in Functional Group CAB meetings as a means by which to monitor adherence to the Change Management process.

	Verifies the urgency and classification of Enterprise changes. Ensures the over-arching OA/OIT maintenance calendar includes all scheduled Enterprise changes. Owns the change management process. Responsible for ongoing process improvements. Responsible for ensuring changes follow the change management process. Responsible for maintaining the process model. Conducts process audits and communicates results. Responsible for maintaining the Change Management SharePoint site. Monitors KPIs and PIR results to identify process improvements. Performs final review of each Enterprise Production change to assess the change results and determine closure type or cancellations. Oversees Functional Group Change Coordinator / Change Manager Responsibilities to ensure they are completed appropriately. Chairs the PIR meetings for Enterprise changes. Reports Enterprise change PIR results to stakeholders and management.
Enterprise CAB Member	Ensures that all Enterprise changes are fully assessed for risk, impact, and funding. Reviews all documentation associated with Enterprise changes to ensure it is complete. Approves, rejects or requests further analysis on all Enterprise changes after full consideration of the information available. Prioritizes approved Enterprise changes and approves the Enterprise FSC. Determines and approves Enterprise changes for Standard change classification.
Change Implementer	Implements approved changes, as documented in the plan. As needed, coordinates testing Notifies customers and CAB of completion of installation and testing results by updating the change record in the ITSM Tool.
Change Tester	Executes testing for approved changes, as documented in the plan. Verifies the change was successful and was not harmful to other services. Notifies Change Implementer of test results. If the Change Tester differs from the Change Implementer, the Change Tester does not have any responsibilities in regard to updating the change record in the ITSM Tool.
Emergency CAB Member	Responsible for evaluation and approving emergency changes when urgent major problems arise and there is no time to convene the full CAB.

[1] The Requester and the Technical Reviewer must be two distinct individuals for each change request.

Title 6: Change Models

An individual will determine the need for a change, gather requirements, create the change request and submit the request as a Standard, Normal, Expedited or Emergency change.

Title 6.1 Standard Change Model

Definition - Standard maintenance is an addition, modification or removal of anything that could have an effect on IT Services that includes routine risks and routine impacts as defined by the functional group responsible for implementing the change.

Each CAB maintains a list of changes that it has approved to be classified as Standard changes. Standard changes are pre-approved by the Functional CAB and do not require authorization from the CAB on a request-by-request basis. They therefore no longer require CAB discussions.

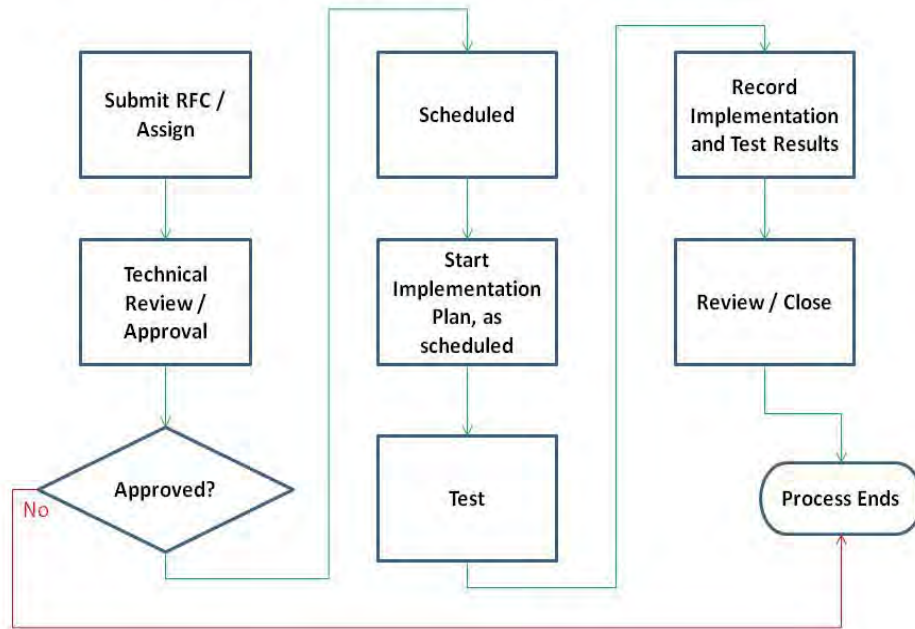**Characteristics** of a standard change include all of the following:

1. The type of change occurs frequently.
2. Always follows the same Install plan.
3. Always follows the same Backout plan.
4. Always follows the same Test plan.
5. Always follows the same notification process.
6. The risk, scope of impact, and potential severity does not significantly change.
7. No review at the CAB meeting is required.
8. Addresses a common request: a] Update existing firewall rule with additional IP; b] File share moves; c] Add user to an application; d] Change IP address for access to web service; e] etc.

Requirements - Standard change requests require a completed plans template [RFC Template] on file which includes the install, test and back out plans.

Nomination

1. A change can be nominated as a Standard by providing a completed RFC template to the Functional Change Manager. The template must be provided with all repeatable steps to install, test and back out the change. A general notification, if needed, is to be included in the template. Any special conditions, such as a defined window, are to be included in the template. The Functional Change Manager coordinates review and approval by the Functional CAB. Unapproved nominations are discussed at the next Functional CAB meeting.
2. Provided all Functional CAB members approve, the change is then logged as a Standard change and follows the Standard Change Model. All Standard plan templates and a list or log of Standard changes are maintained within each Functional CAB's Change Management site.

Standard Change Model

Standard Change Model		
Step	**Description**	**Owner**
1.	Documents the proposed change to include: Brief summary Environment Risk, Impact and Urgency Change detail, excluding the repeatable steps that are documented in the Standard Template Communications, if applicable Start Date/Time End Date/Time Assigns to the appropriate group [See Change Check List]	Requester
2.	Review and approve or reject the Standard change [See Change Check List] If the change is rejected, go to Step 8	Technical Reviewer
3.	The assigned group is notified and a member of the group assigns the change to an individual	Technical Reviewer / Implementer
4.	At the start of the scheduled window, record the Start Date/Time and implement the approved change If the change is not successful, rollback and go to Step 6	Implementer
5.	Test the change If the testing is not successful, rollback and go to Step 6	Implementer / Tester
6.	Record the following: Start Date/Time End Date/Time	Implementer

	Results	
7.	Review the completed change for compliance and close the change	Functional Change Manager

8.	Process Ends
	    a. The process ends if the change is cancelled
	    b. The process ends if the change is rejected, but may start over by
	        updating and resubmitting the change	

Title 6.2 Normal Change Model

Definition - Normal maintenance is an addition, modification or removal of anything that could have an effect on IT Services.
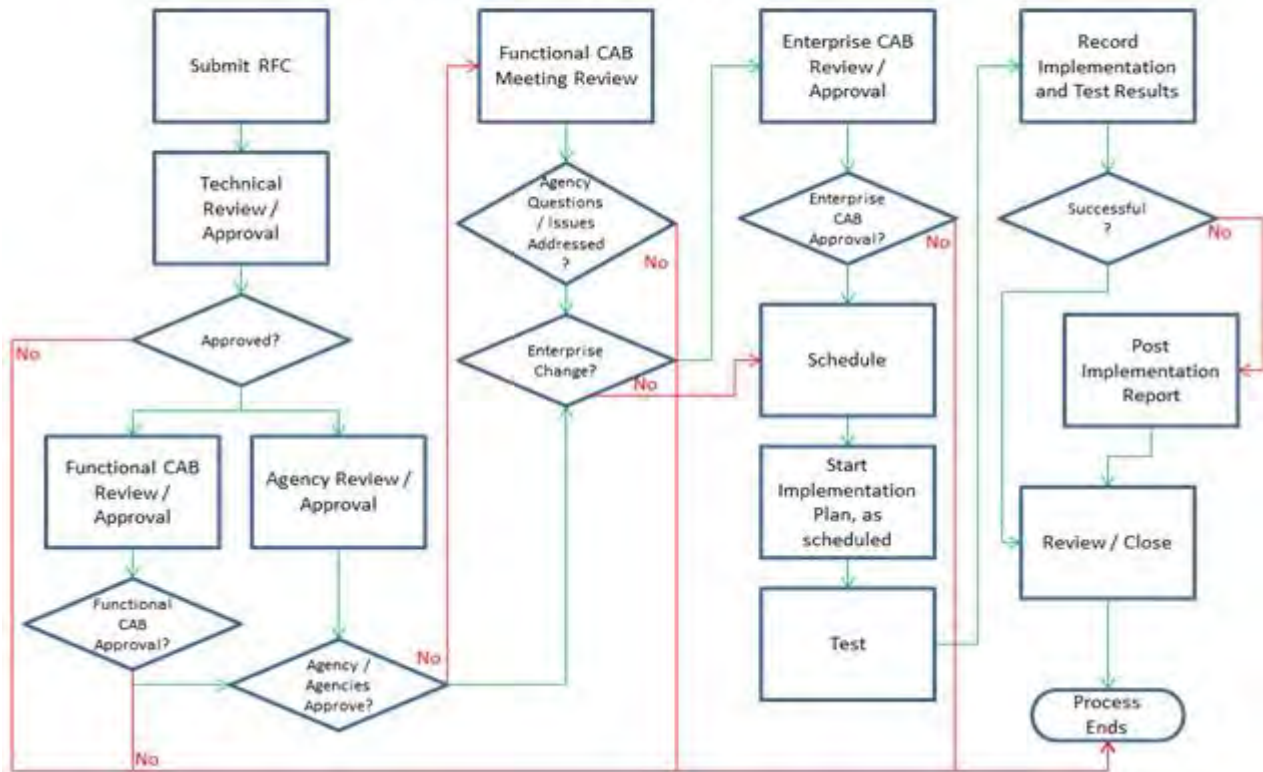A Normal change follows all defined steps of the change management process and requires full Functional CAB review.

Characteristics of a normal change include any of the following:
1. Authority is not effectively given in advance.
2. Tasks are not well-known and proven.
3. Does not follow an already established path change path.
4. Is not executed using a predefined template.
5. Not relatively common.

Requirements – Normal changes must include all required information and details and be submitted by the Functional CAB deadline.

Normal Change Model

Normal Change Process		
Step	**Description**	**Owner**
1.	Documents the proposed change to include: Brief summary Environment Risk, Impact and Urgency Install, Test, Backout and Communications plans Affected Agencies Start Date/Time [1] End Date/Time [See Change Check List]	Requester
2.	Review and approve or reject the Normal change [See Change Check List] If the change is rejected, go to Step 13	Technical Reviewer
3.	Review and approve the Normal change [See Change Check List] If the change is rejected by the CAB, go to Step 13 If the change is rejected by an Agency, go to the next step	Functional CAB Members / Agency Liaisons
4.	Review the change at the Functional CAB meeting to address Agency questions or issues [See Change Check List] If the change is rejected, go to Step 13	Functional Change Manager
5.	If the change is non-Enterprise, assign, approve and schedule the change and proceed to Step 8	Functional Change

	If the change is Enterprise, assign and approve at the Functional CAB level and proceed to the next step	Manager
6.	Review the change with the Enterprise CAB for approval If the change is rejected, go to Step 13	Enterprise Change Manager
7.	Approve and Schedule the Enterprise change	Enterprise Change Manager
8.	The assigned group is notified and a member of the group assigns the change to an individual	Implementer
9.	At the start of the scheduled window, record the Start Date/Time and implement the approved change If the change is not successful, rollback and go to Step 11	Implementer
10.	Test the change If the testing is not successful, rollback and go to Step 11	Implementer / Tester
11.	Record the following: Start Date/Time End Date/Time Results	Implementer

12.	Review the completed change for compliance
	     a. If the change was unsuccessful, coordinate receipt of a PIR
	     b. Close the change
		Functional Change Manager / Enterprise Change Manager

13.	Process Ends The process ends if the change is cancelled The process ends if the change is rejected, but may start over by updating and resubmitting the change	

[1]**The Requester shall check for conflicts**, including other scheduled changes and blackouts.

Title 6.3 Expedited Change Model

Definition

Expedited maintenance is an addition, modification or removal of anything that could have an effect on IT Services but needs to be implemented prior to the next scheduled CAB meeting.

An Expedited change follows all defined steps of the change management process and requires full Functional CAB review. An Expedited Change is a change that cannot be reviewed, approved and scheduled using the Normal timeframe. It is not quicker to enter a Change as an Expedite if the change is an approved Standard.

An Expedited Enterprise change follows all defined steps of the change management process and requires full Functional CAB review, but does not require full Enterprise CAB review. The Enterprise Change Manager reviews and approves on behalf of the Enterprise CAB. It is approved and implemented in a shorter timeframe than a Normal change.

Characteristics of an Expedited change include any of the following:

1. Authority is not effectively given in advance.
2. Tasks are not well-known and proven.
3. Does not follow an already established path.
4. Is not executed using a predefined template.
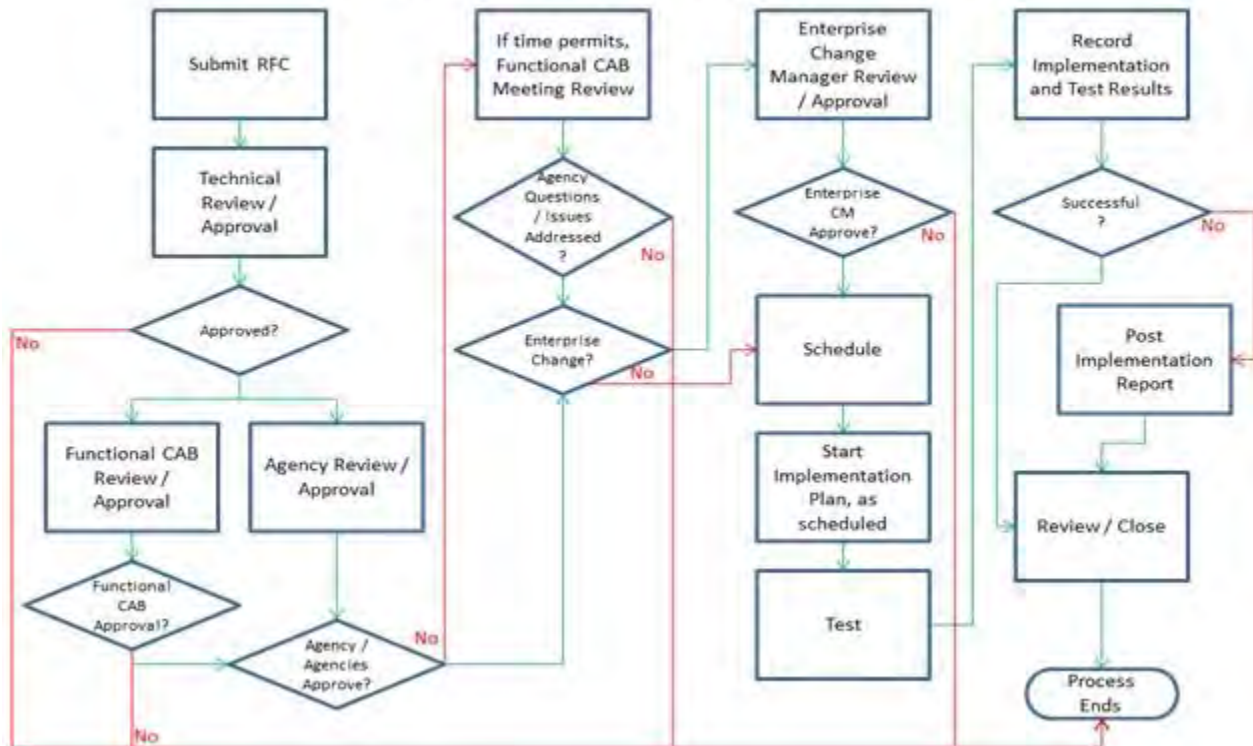5. Not relatively common.

Requirements

1. Must include all required information and details.
2. The Change Requester owns the responsibility of following up with the Technical Reviewers and the CAB members to make sure they take the time to review and approve/reject the RFC prior to the requested implementation date/time.
3. There is a 24-hour lead-time requirement for submission of Expedited changes to allow Technical Reviewers and CAB members (approvers) adequate time to review changes and determine whether or not they approve. Expedited changes without a 24-hour lead-time must be pre-approved as follows:
   a. Expedited changes without a 24-hour lead-time require pre-approval by the designated ECAB, as documented in the relevant CTO CMU Functional CAB Policies and Work Instructions.
   b. The Requester is responsible for providing the following, in an email, for ECAB approval:
      i. Brief description of the change
      ii. Impact of the change
      iii. Change window
      iv. The ECAB is to reply to the Requester, approving or rejecting the request, and is to copy the OA-ETSO E-Change Distribution List
      v. This approval must be attached to the change request
4. All Expedite Enterprise Production changes shall have approval by two bureau directors, as follows. Following FG CAB approval, the Change Management Team will send an email from the ITSM Tool to both the BES Bureau Director and the Service Owner Director (BENS, EDC, CSMD, GTOO, EISO, etc.):

NOTE: The following Service Owner Directors will also receive a text – BENS, BES, and GTOO.

- SUBJECT: Expedite For Your Approval
- CC: OA, Network_Change
- Recipients reply-to-all
- The Expedited change will be approved after both approvals are received.

Expedited Change Model

Expedited Change Model		
Step	**Description**	**Owner**
1.	Documents the proposed change to include: Brief summary Environment Risk, Impact and Urgency Install, Test, Backout and Communications plans Start Date/Time [1] End Date/Time **If <24 hours, include the approval email [2]** and designate the change as an Expedited change with less than 24 hours notice [See Change Check List]	Requester
2.	Review and approve the Expedited change [See Change Check List] Request review by Agency Liaisons, if needed [3] If the change rejected, go to Step 13	Technical Reviewer
3.	Review and approve the Expedited change [See Change Check List] If the change is rejected by the CAB, go to Step 13 If the change is rejected by an Agency, go to the next step	Functional CAB Members / Agency Liaisons
4.	If time permits, based on the requested implementation date and the next CAB	Functional

	meeting, review the change at the Functional CAB meeting to address Agency questions or issues [See Change Check List] If the change is rejected, go to Step 13	Change Manager
5.	If the change is non-Enterprise, assign, approve and schedule the change and proceed to Step 8 If the change is Enterprise, assign and approve at the Functional CAB level and proceed to the next step	Functional Change Manager
6.	Review on behalf of the Enterprise CAB for approval If the change is rejected, go to Step 13	Enterprise Change Manager
7.	Approve and Schedule the Enterprise change	Enterprise Change Manager
8.	The assigned group is notified and a member of the group assigns the change to an individual	Implementer
9.	At the start of the scheduled window, record the Start Date/Time and implement the approved change If the change is not successful, rollback and go to Step 11	Implementer
10.	Test the change If the testing is not successful, rollback and go to Step 11	Implementer / Tester
11.	Record the following: Start Date/Time End Date/Time Results	Implementer
12.	Review the completed change for compliance If the change was unsuccessful, coordinate receipt of a PIR Close the change	Functional Change Manager / Enterprise Change Manager
13.	Process Ends The process ends if the change is cancelled The process ends if the change is rejected, but may start over by updating and resubmitting the change	

---

[1]**The Requester shall check for conflicts**, including other scheduled changes and blackouts.

[2]**Expedited changes without a 24-hour lead-time require pre-approval by the designated ECAB**, as documented in the relevant CTO CMU Functional CAB Policies and Work Instructions.

[3]**Agency Liaisons may be contacted via email for review of the Expedited change**. All Agency correspondence must be documented in the change log.
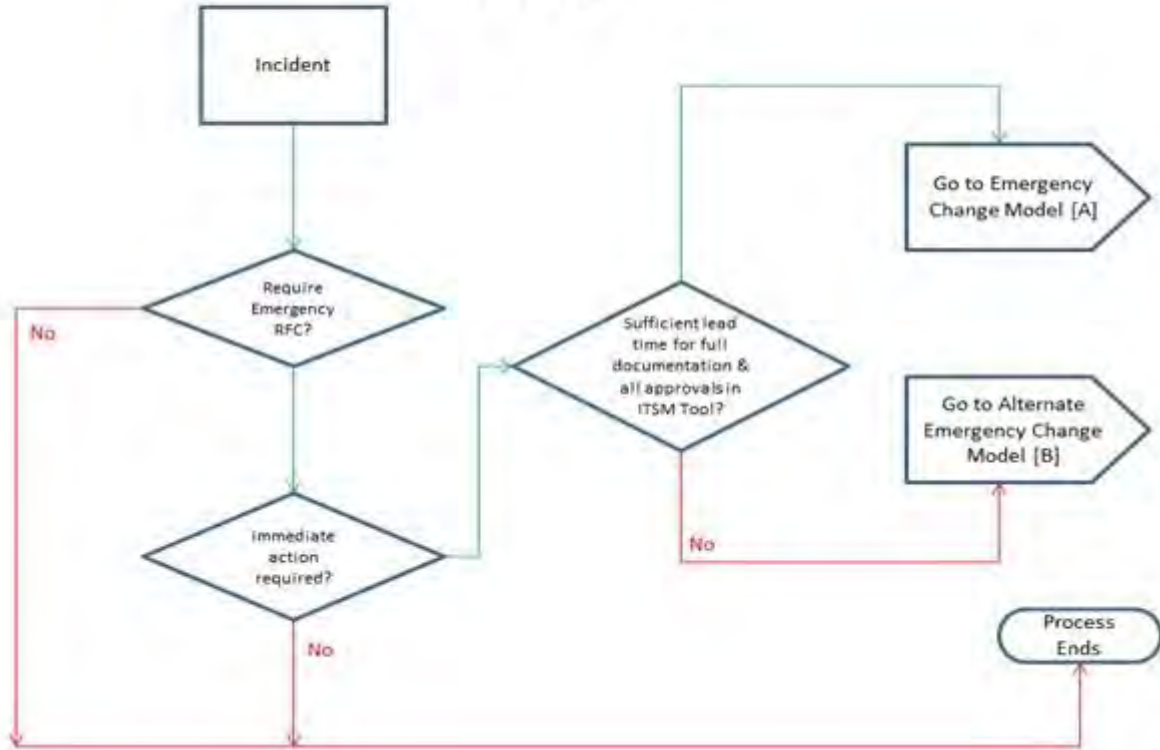
Title 6.4 Emergency Change Model

Definition

Emergency maintenance is a change required to be introduced as soon as possible to restore a Production service, implement a proactive measure to prevent imminent disruption of a business critical Production service, or to address a security breach. The emergency classification is reserved for service repair that, if not implemented, will or potentially will negatively impact the business to a high degree.

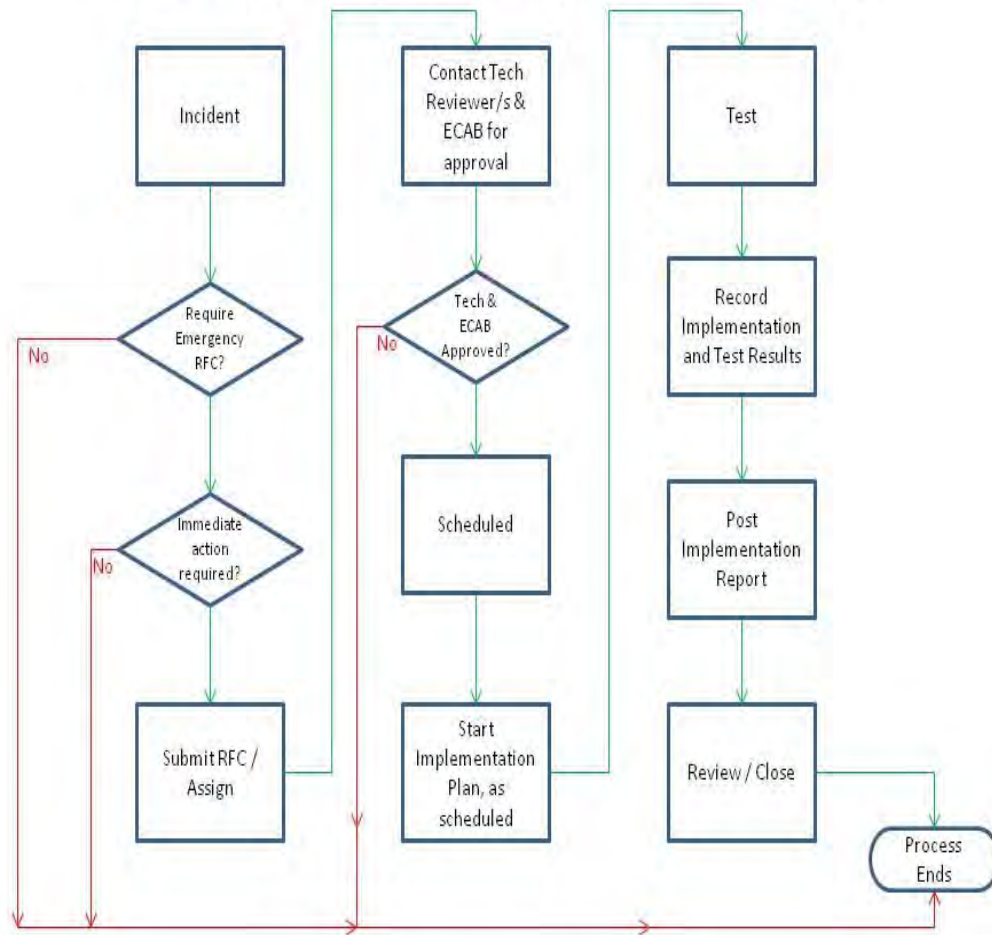An Emergency change requires review by the Emergency CAB.

Requirements

1. An emergency change must be associated to a valid incident within the ITSM Change Management tool. If an Incident has not been generated, the Incident must be created and then related to the Change Request.
2. Must include all required information and details.
3. The Change Requester owns the responsibility of following up with the Technical Reviewers and the ECAB members to make sure they take the time to review and approve/reject the RFC prior to the requested implementation date/time.
4. An emergency change can follow one of two workflows, as described in the following **Emergency Change Model** or **Alternate Emergency Change Model**.
    a. The Emergency Change Model (A) is to be used when there is sufficient lead time to fully document the change and have it approved in the ITSM Tool.
    b. The Alternate Emergency Change Model (B) is to be used when there is insufficient lead time to fully document the change in the ITSM Tool.

Emergency Change - Decision Analysis

Incident

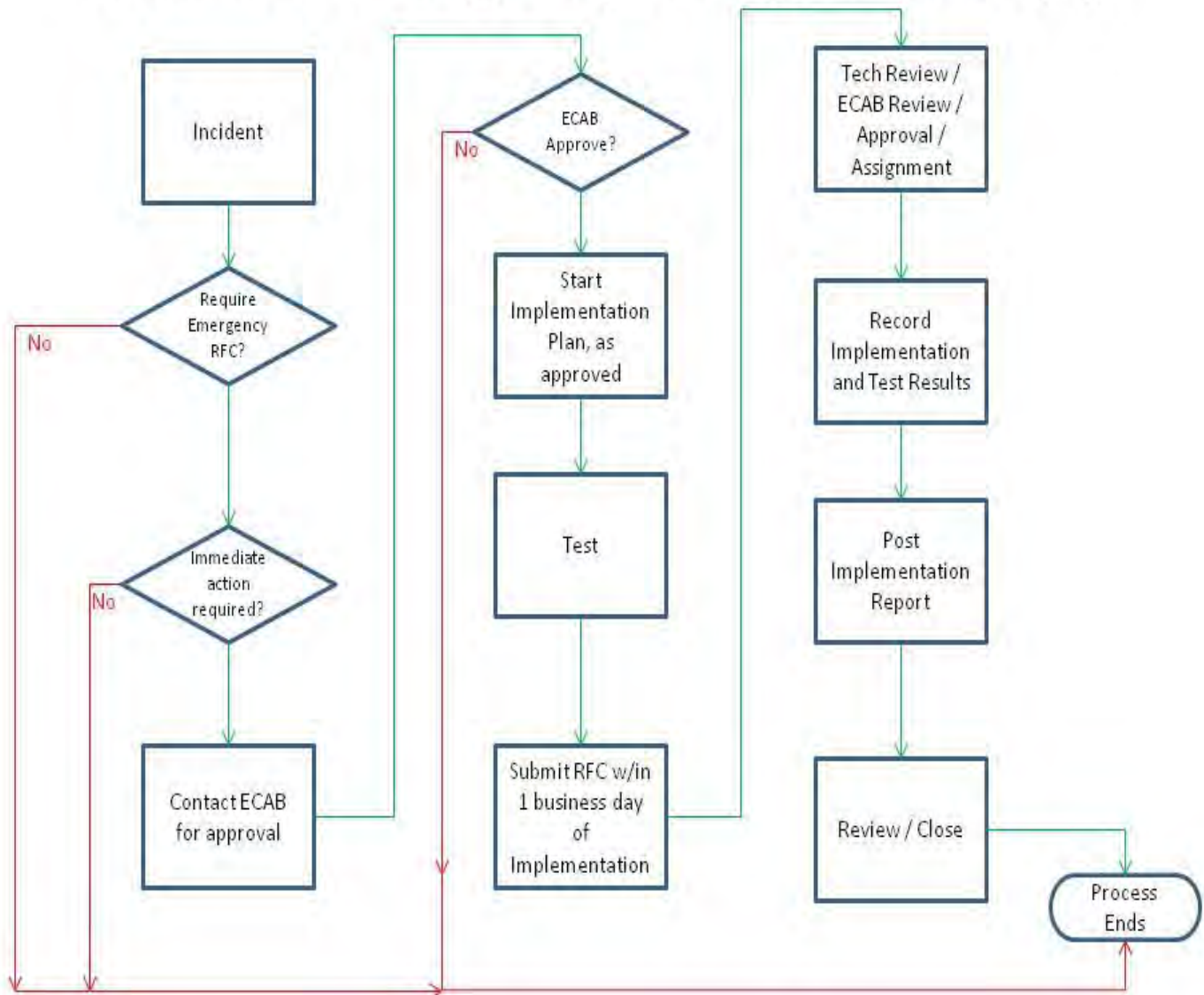Require Emergency RFC? → No

Immediate action required? → No

Sufficient lead time for full documentation & all approvals in ITSM Tool? → No

Go to Emergency Change Model [A]

Go to Alternate Emergency Change Model [B]

Process Ends

Emergency Change Model [A]

Emergency Change Model [A]		
Step	Description	Owner

1.	Documents and submit the proposed change to include the following:
	 Brief summary
	Environment
	 Risk, Impact and Urgency
	Install, Test, Backout and Communications plans
	 Start Date/Time [1]
	 End Date/Time
	  Assigns to the appropriate group
	  [See Change Check List]
		Requester

2.	Review and approve the Emergency change [See Change Check List] If the change is rejected, go to Step 8	Technical Reviewer
3.	Review and approve the Emergency change [See Change Check List] If the change is rejected, go to Step 8	ECAB Member
4.	The assigned group is notified and a member of the group assigns the change to	Implementer

	an individual. At the start of the scheduled window, record the Start Date/Time and implement the approved change. If the change is not successful, rollback and go to Step 6	
5.	Test the change If the testing is not successful, rollback and go to Step 6	Implementer / Tester
6.	Record the following: Start Date/Time End Date/Time Results	Implementer
7.	Review the completed change for compliance Coordinate receipt of a PIR Close the change	Functional Change Manager / Enterprise Change Manager
8.	Process Ends The process ends if the change is cancelled The process ends if the change is rejected, but may start over by updating and resubmitting the change	

Alternate Emergency Change Model [B]

Alternate Emergency Change Model [B]		
Step	Description	Owner
1.	Provide the following, in an email, for ECAB pre-approval: Brief description of the change Impact of the change Change window	Requester
2.	The ECAB is to reply to the Requester, approving or rejecting the request, and is to copy the OA-ETSO E-Change Distribution List [2]	ECAB
3.	Implement the change	Implementer
4.	Test the change	Tester
5.	**Document the Emergency change within one business day after the**	Requester /

	implementation to include the following:	Implementer
	Brief summary	
	Environment	
	Risk, Impact and Urgency	
	Install, Test, Backout and Communications plans	
	Start Date/Time	
	End Date/Time	
	Assigns to the appropriate group	
	Electronic pre-approval from ECAB	
	[See Change Check List]	
6.	Review and approve the Emergency change [See Change Check List] If the change is rejected, go to Step 10	Technical Reviewer
7.	Review and approve the Emergency change [See Change Check List] If the change is rejected, go to Step 10	ECAB Member
8.	Record the following: Start Date/Time End Date/Time Results	Implementer
9.	Review the completed change for compliance a. Coordinate receipt of a PIR b. Close the change	Change Manager
10.	Process Ends The process ends if the change if the change is rejected, but may start over by updating and resubmitting the change	

[1]**The Requester shall check for conflicts**, including other scheduled changes and blackouts.

[2]**If the ECAB approval is verbal**, follow-up electronic approval is required.

Title 7 Supplemental Process Flow

Cancelled Changes
Cancellations are to be communicated to the Functional Group Change Manager, prior to the start of the approved maintenance window. The cancelled change will be closed.

If a change is to be cancelled after the start of the approved maintenance window, ECAB approval must be attached to the change request. [1] Cancellation requests received after the approved maintenance window, and without ECAB approval attached, will be closed as unsuccessful.

Cancelled changes that need to be rescheduled shall be submitted as a new change request. The new change request shall reference the original change request.

Rejected Change
Rejected changes may be updated and resubmitted or they may be cancelled.

Post Implementation Review [PIR] Process
The PIR is intended to be an assessment and review of the final working solution. This process will formally document what went well during the deployment (Best Practices) and what could be done better (Improvement Opportunities).

The Change Manager will assess unsuccessful changes and Emergency changes to determine if a PIR is warranted. The potential value of a PIR is to be considered when determining if a PIR should be requested. Nevertheless, each Change Manager may request a PIR on any change at any time. Adhoc PIRs allow the Change Managers the means to perform spot audits on changes and to respond to requests for reviews from management or stakeholders.

At the time a PIR is requested, the Change Manager shall consider the timescale for completion. PIRs for unsuccessful changes are to be completed prior to rescheduling the change. When no timescale is provided, the PIR shall be completed within seven (7) business days.

PIRs will be tracked for review in a monthly meeting. Invitees will be selected based on the monthly agenda.

Rescheduled Changes
A change can be rescheduled by submitting a new change request and is to reference the original change request.

---

[1] Changes to be cancelled after the start of the approved maintenance window require authorization by the designated ECAB, as documented in the relevant CTO CMU Functional CAB Policies and Work Instructions.

Title 8 Appendix

Change Check List – Requesters, Technical Reviewers, Functional Group CAB members, the Functional Group Change Coordinator / Change Manager, and the Enterprise Change Manager review the following for accuracy. Roles vary depending on the change model.

  Designation of Non-Enterprise or Enterprise change
  Affected Agencies included for review
  Categorization
  Environment
  Change Model
  Change Coordinator and Manager Groups
  Description
  Change window
  Install, Test, Backout and Communication Plans
 Technical validity
 Scheduling conflicts are resolved
  Including scheduled changes and blackouts

PIR Template
 This template is a form to be completed by the Change Implementer when requested to do so by the Functional Group Change Manager or the Enterprise Change Manager.
 The PIR Template can be downloaded from this link.

Blackout / Change Freeze Form
 This form is used to request a freeze on all or certain types of changes for business reasons.
 It is an attachment to
-SYM010 – Enterprise Services Maintenance Scheduling

RFC Template
 This template is a form used by Change Requesters without access to the ITSM Tool. The form is used to describe and detailed implementation, testing, backout and communication plans for the requested change.
 The RFC Template can be downloaded from this link.
Reports
 Functional Group and Enterprise CAB reports are located in their individual folders.
 A snapshot of the Forward Schedule of Changes is posted weekly in the Forward Schedule of Changes folder.
 The Forward Schedule of Changes can be viewed dynamically via the ITSM Tool.

Appendix O
OA-OIT Incident Management Process

Table of Contents

Scope

This document provides a unified process which shall be used by all groups within the OA-OIT organization. Its purpose is to align the OA-OIT Incident Management process with ITIL standards for consistency and to improve service delivery.

ITIL Incident Management aims to manage the lifecycle of all Incidents. The primary objective of Incident Management is to return the IT service to users as quickly as possible.

Definitions and Acronyms

Definitions:

Item 1 to be defined: Use Verdana 11.

Item 2 to be defined: Use Verdana 11 point.

Etc.

Acronyms:

Acronym 1: Use Verdana 11 point.

Acronym 2: Use Verdana 11 point.

Etc.

Policies

<Insert general information here. NOTE: this section is to include any Governance, Steering Committee oversight, reference to ITPs which support this process, and mandates for adhering to this process>.

Policy Statements:
1. Use numbered bullets.
   a. Use sub-bullets.
2. Etc.

Supporting IT Policies:
1. Use numbered bullets.
   a. Use sub-bullets.
2. Etc.

Roles and Responsibilities

<Insert general information here>.

Role Name

Profile	*<Insert profile description here>.*
Responsibilities	*<Insert bulleted list of responsibilities here>.*

Role Name

Profile	*<Insert profile description here>.*
Responsibilities	*<Insert bulleted list of responsibilities here>.*

Etc.

RACI:

<Insert RACI here>.

Service Model

Process Flow Overview:

<Insert an explanation of the process here>.

<Insert Visio workflow of the process here>.

Procedures:

Step	Description	Owner
1		

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2		
3		
4		
5		

Metrics

Use Verdana 14 Point

Use Verdana 11 point:

1. Use numbered bullets.
   a. Use sub-bullets.
2. Etc.

Appendix

Use Verdana 14 Point

Use Verdana 11 point:

1. Use numbered bullets.
   a. Use sub-bullets.
2. Etc.

Revision History

Date	Description	Author
<Insert M/D/YYYY>.		

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Appendix P
OA-OIT Financial Management Process

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Table of Contents

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Scope

This document provides a unified process which shall be used by all groups within the OA-OIT organization. Its purpose is to align the OA-OIT Financial Management process with ITIL standards for consistency and to improve service delivery.

The objective of ITIL Financial Management for IT Services is to manage the service provider's budgeting, accounting and charging requirements.

Definitions and Acronyms

Definitions:

Item 1 to be defined: Use Verdana 11.

Item 2 to be defined: Use Verdana 11 point.

Etc.

Acronyms:

Acronym 1: Use Verdana 11 point.

Acronym 2: Use Verdana 11 point.

Etc.

Policies

<Insert general information here. NOTE: this section is to include any Governance, Steering Committee oversight, reference to ITPs which support this process, and mandates for adhering to this process>.

Policy Statements:
1. Use numbered bullets.
    a. Use sub-bullets.
2. Etc.

Supporting IT Policies:
1. Use numbered bullets.
    a. Use sub-bullets.
2. Etc.

Roles and Responsibilities

<Insert general information here>.

Role Name

Profile	*<Insert profile description here>.*
Responsibilities	*<Insert bulleted list of responsibilities here>.*

Role Name

Profile	*<Insert profile description here>.*
Responsibilities	*<Insert bulleted list of responsibilities here>.*

Etc.

RACI:

<Insert RACI here>.

Service Model

Process Flow Overview:

<Insert an explanation of the process here>.

<Insert Visio workflow of the process here>.

Procedures:

Step	Description	Owner
1		

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2		
3		
4		
5		

Metrics

Use Verdana 14 Point

Use Verdana 11 point:
1. Use numbered bullets.
    a. Use sub-bullets.
2. Etc.

Appendix

Use Verdana 14 Point

Use Verdana 11 point:
1. Use numbered bullets.
    a. Use sub-bullets.
2. Etc.

Revision History

Date	Description	Author
<Insert M/D/YYYY>.		

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Appendix Q
OA-OIT Problem Management Process

Table of Contents

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Scope

This document provides a unified process which shall be used by all groups within the OA-OIT organization. Its purpose is to align the OA-OIT Problem Management process with ITIL standards for consistency and to improve service delivery.

The objective of ITIL Problem Management is to manage the lifecycle of all Problems. The primary objectives of Problem Management are to prevent Incidents from happening, and to minimize the impact of incidents that cannot be prevented. Proactive Problem Management analyzes Incident Records, and uses data collected by other IT Service Management processes to identify trends or significant Problems.

Definitions and Acronyms

Definitions:

Item 1 to be defined: Use Verdana 11.

Item 2 to be defined: Use Verdana 11 point.

Etc.

Acronyms:

Acronym 1: Use Verdana 11 point.

Acronym 2: Use Verdana 11 point.

Etc.

Policies

<Insert general information here. NOTE: this section is to include any Governance, Steering Committee oversight, reference to ITPs which support this process, and mandates for adhering to this process>.

Policy Statements:
1. Use numbered bullets.
    a. Use sub-bullets.
2. Etc.

Supporting IT Policies:
1. Use numbered bullets.

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        a. Use sub-bullets.
2. Etc.

Roles and Responsibilities

<Insert general information here>.

Role Name

Profile	*<Insert profile description here>.*
Responsibilities	*<Insert bulleted list of responsibilities here>.*

Role Name

Profile	*<Insert profile description here>.*
Responsibilities	*<Insert bulleted list of responsibilities here>.*

Etc.

RACI:

<Insert RACI here>.

Service Model

Process Flow Overview:

<Insert an explanation of the process here>.

<Insert Visio workflow of the process here>.

Procedures:

Step	Description	Owner

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Metrics

Use Verdana 14 Point

Use Verdana 11 point:
1. Use numbered bullets.
   a. Use sub-bullets.
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Appendix

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Revision History

Date	Description	Author
<Insert M/D/YYYY>.		

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Contract Change

Contract Change Control Procedures

CHANGE PROCEDURES

A. **General**

This document describes the process and procedures to be followed by Commonwealth and Contractor when either Party wishes to make a Change (the "**Change Control Procedures**"). The Parties may, by joint agreement, amend or waive any part of the Change Control Procedures including, but not limited to, where the Parties agree that shorter or longer time frames are more appropriate.

B. **Definitions**

The definitions for the Change Request Form and the actual form are located in table 1 at the end of this document.

C. **Objectives**

The objectives of the Change Control Procedures are as follows:
1. To review each request for a Change (a "**Change Request**") to determine whether such Change is appropriate;
2. To determine whether a Change is within the scope of the Services or constitutes a New Service or is considered to be a change to the in-scope Services without constituting a change in the scope;
3. To prioritize all Change Requests;
4. To minimize the risk of exceeding both time and cost estimates, if any, associated with the requested Change by identifying, documenting, quantifying, controlling, managing and communicating:
   a. Change Requests,
   b. the routing for approval of Change Requests, and
   c. their disposition;
5. To document a Change whether or not such Change results in any extra charge.

D. **Change Requests**

Either Contractor or Commonwealth may initiate a Change Request by uploading the completed Change Request Form, referenced in Section F, to the SharePoint Contract Change Request Library. The Change Request Form provides areas for a description, justification and impact to such change. Commonwealth will assign a unique number to any such request and will enter demographic data applicable to that Change Request in the Change Request Log as described in Section E below. Each Change Request that is prepared will be tracked by reference number applied to the Change Request to which it relates.

Each Party's respective Contract Compliance Manager or his/her nominated representatives will be responsible for reviewing and considering any Change Request.

Rev. csc093015

D. Effectiveness of a Change

1. *Signed Change Requests:*

   Upon the signature of a Change Request by both parties, the contents of such Change will be deemed to be agreed and incorporated into the Contract on the date of the last signature or as the Parties may otherwise agree. All services added or modified by a Change Request will be "Services" under the Contract, and the performance of Change Request will in all respects be governed by the Contract. Except as expressly provided herein, no part of the discussions or interchanges between the Parties will obligate the Parties to approve any Change or will constitute an amendment or waiver of the Contract unless and until reflected in a Change Request and adopted in accordance with this agreement.

   Neither Party will have any obligation to commence or comply with any Change, perform services that would be covered by any Change, or pay any Charges that would be covered by any Change, until such time as the Parties have signed the appropriate Change Request.

2. *Acceptance Criteria*:

   Commonwealth's acceptance of, and payment for, work under other Change Requests will be subject to Commonwealth's approval that such work materially complies with the mutually agreed objective acceptance criteria set forth in the Change Request during an acceptance period designated in the Change Request. If Contractor's work under a Change Request does not comply, Contractor will correct such work and resubmit the Change for Commonwealth's acceptance.

E. Change Request Log

1. The Commonwealth will maintain the Change Request Log which will consist of, but not limited to, the following fields:
   a. Number of the Change Request;
   b. Name of the originating Party;
   c. A brief description of the Change;
   d. The current status of the Change; and
   e. Date of registration of the Change Request in the Change Request Log.
2. The Commonwealth will provide the Contractor access to the log for reviews and report generation.
3. The status of the Change Request at any stage in Change Control Procedures will be one of the following:
   a. Approved - change request is approved for signature
   b. CMP - change request has been signed, schedules have been updated and are correct and services can be implemented
   c. Pending Compliance, Supplier, Service Owner, or Management/OA Legal - change request is being reviewed by designated party for decision
   d. Rejected
   e. Cancelled - change request is no longer required
   f. Under review - CCR is ON HOLD pending discussions or solution

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F. **Contract Change Request Form (CCR)**

Contract Change Request Form

Change Request Number and Name:	VEN_CCR_		Related CR/Contract Section #:	
Date Created:			Date Submitted to COPA:	
Description (Brief):				
Priority:	_____ URGENT	_____ ORDINARY	_____ LOW	
Status: (Please Check)	Approved	Pending	Rejected	Cancelled	Completed	On Hold
Category: (Please Check)	Data Ops	Voice Ops	Security	ISS	Support	

REQUESTOR INFORMATION	
Requestor:	
Requestor Email:	
Requestor Phone Number:	
Date Change Requested:	

COPA CONTACT INFORMATION	
COPA Contact:	
COPA Email:	
COPA Phone Number:	
Date Submitted:	
Target Date:	

SERVICES AFFECTED		
Service Name:		
Product Code:	Code:	_____ New Service _____ Change Existing Service

FOR EACH PRODUCT CODE				
Unit Price:				
Amt of Increase/Decrease:				
___ Increase * – (Reference Cost Impact Study)	___ Decrease * - (Reference Cost Impact Study)	___ Revised	___ New Catalog Entry – Add new codes to Product Cat.	___No Unit Price Change

COST IMPACT			
Cost Impact – (None, brief description or attached doc):			
Technology: (check all that apply):	_____ New	_____ Revised	_____ Hardware	_____ Software
SAP Account Information, if applicable:	SAP Fund:		SAP Cost Center:	
Performance Impact:				
Business Justification:				
(*) NOTE: All statements that affect billing must be immediately forwarded to the Comptroller upon acceptance				

Commonwealth of PA   **Awarded Bidder**

_____   _____

[name, title]~~Kevin Paul, Director~~   –   *[name, title]*

~~Commonwealth Telecommunications Services~~IT Procurement _____

[Company Division]

Date: _____   Date: _____

Table 1: Change Request Form Definitions

The data to be filled in on the Change Request Form are the following: **Change Request Information**	**Comments**
Change Request Number and Name	Chronological number of the Change requests plus a name that gives it meaning
Related CR/Contract Section #	Previous related CCR or Section of the contract affected by the change
Date Created	Date of creation of the Change Request
Date Submitted to COPA	Date when the Change Request was submitted to the Commonwealth
Description (Brief)	High level explanation of the Change Request
Priority	Priority options are Urgent, Ordinary, or Low
Status	The status of the change request, as described in section 3.0
Category	The change request is classified in one of the following categories: Data Ops, Voice Ops, Security, ESMS, Support or other contract (will be inserted at CCR review.
Requestor	Name of individual requesting the change
Requestor Email	Email address of the individual requesting the change
Requestor Phone Number	Phone number of the individual requesting the change
Date Change Requested	Date that the change is actually requested
COPA Contact	Individual from the Commonwealth who is the Point of contact for the Commonwealth in regards to this Change Request
COPA Email	Email address for the Commonwealth POC
COPA Phone Number	Phone number for the Commonwealth POC
Date Submitted	Date when the Change Request was submitted to the Commonwealth
Target Date	Date at which Commonwealth is expecting the Change to be implemented
Service Name	Name of the Service affected by the Change Request
Product Code	Code of the product/service and whether or not this is new or change to an existing service
Unit Price	The unit price of the product/service
Amt of Increase/Decrease	The amount of increase or decrease in price, plus whether this is a revision or new catalog entry or no unit price change
Cost Impact (None, brief description or attached doc)	Identify the cost impact of the requested change
Technology	Identify whether the technology is: new, revised, hardware, and/or software – check all that apply
SAP Account Information (if Applicable)	The SAP Fund and Cost Center
Performance Impact	Identify whether performance will be impacted by the requested change
Business Justification	The business justification for the Change Request

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Appendix S
OA-OIT Service Level Management Process

Table of Contents

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Scope

This document provides a unified process which shall be used by all groups within the OA-OIT organization. Its purpose is to align the OA-OIT Service Level Management process with ITIL standards for consistency and to improve service delivery.

ITIL Service Level Management aims to negotiate Service Level Agreements with the customers and to design services in accordance with the agreed service level targets. Service Level Management is also responsible for ensuring that all Operational Level Agreements and Underpinning Contracts are appropriate, and to monitor and report on service levels.

Definitions and Acronyms

Definitions:

Item 1 to be defined: Use Verdana 11.

Item 2 to be defined: Use Verdana 11 point.

Etc.

Acronyms:

Acronym 1: Use Verdana 11 point.

Acronym 2: Use Verdana 11 point.

Etc.

Policies

<Insert general information here. NOTE: this section is to include any Governance, Steering Committee oversight, reference to ITPs which support this process, and mandates for adhering to this process>.

Policy Statements:
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Supporting IT Policies:
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      a. Use sub-bullets.

  2. Etc.

Roles and Responsibilities

<Insert general information here>.

Role Name

Profile	*<Insert profile description here>.*
Responsibilities	*<Insert bulleted list of responsibilities here>.*

Role Name

Profile	*<Insert profile description here>.*
Responsibilities	*<Insert bulleted list of responsibilities here>.*

Etc.

RACI:

<Insert RACI here>.

Service Model

Process Flow Overview:

<Insert an explanation of the process here>.

<Insert Visio workflow of the process here>.

Procedures:

Step	Description	Owner

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1		
2		
3		
4		
5		

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Revision History

Date	Description	Author
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Service Level Reference	SL Target	SL Minimum	Earn Back Eligible
SLA # 1 – Contact Center Availability	99.999%	99.5%	12 Months
Service Level Type	Agency Level		
Service Level Description	Contact Center Instance Availability		
Service Level Definition	All Contact Center related functions shall have Availability equal to or greater than the Service Level.		
Service Measurement	Availability		
Metric Description	This Service Level measures the Contact Center Instance's "uptime," i.e.: the percentage of time all or a portion of a Contact Center instance is operational, functional, and accessible during the applicable Measurement Window.		
Metric Definitions	**Incident:** any event that disrupts the standard operation of the Contact Center, and which causes or may cause, an interruption to, or a reduction in the qualitative or quantitative operation of the Contact Center. **Incident Appearance:** the time the Notice of Incident is sent from Contact Center supplier to the Commonwealth through the approved channel. **Incident Notification Period:** the timeframe within which Contact Center supplier must notify the Agency and the Commonwealth Program Manager through the ITSM System of an Incident after Incident Appearance. **Resolution:** Contact Center has been returned to pre-incident status quo, or improvements/changes made to Contact Center return it to substantially the same status as the pre-Incident status quo. Target Resolution Time: the total time within which Contact Center supplier must fully bring the Incident to Resolution and bring the Service(s) back to full functionality. **Outage:** one or more critical business functions of the Contact Center are unavailable.		
Metric Inclusions	All Contact Center Functions		
Metric Exclusions	• User error; • Non-Incident Agency support such as requests for help in the use of the Service, requests to enhance the service, requests to add or change the Service features, or fulfillment requests (i.e., requests to add users or reset passwords) • Problems resulting from services, equipment, networks or software or other circumstances outside the reasonable control of Contact Center supplier.		
Calculation	% Availability = (1 – ((Downtime of all core Contact Center Instance Functions in Minutes) / ((# of days in a month * 1440) * Total # of Contact Center Instance Functions)) * 100		
Remedy	Total monthly changes for each Contact Center Instance in violation based on the following: 99.999% Achieved – 0 99.50% Achieved – 75% of monthly charge* 99.99% Achieved – 25% of monthly charge 99.40% Achieved – 100% of monthly charge** 99.90% Achieved – 50% of monthly charge * If 99.5% is not achieved, earn back opportunity is negated. ** If 99.40% is not achieved, remedy will be 100% of the monthly charge and for each subsequent hour of downtime, an additional 100% of the instance monthly charge shall be assessed.		

Data Source/s	ITSM - the Commonwealth is currently using *Service_Now*; supplier must provide data using the Commonwealth tool.
Reporting Format/s	<u>Preferred Format</u>: PDF and Excel <u>Report Elements:</u> Header to include Total Number of Tickets, Target SL, Actual SL, Target SL Achieved [Percentage Level], Number of Contact Center Users; Detail to include: Ticket Number, Agency, Contact Center Instance ID, User, Group, Circuit ID / WTN, Brief Summary, Severity Level, Start Date & Time, Responded Date &Time, Resolve Date & Time, Hold Time [Hrs:Mins] & Reason, Downtime [Hrs:Mins], Downtime Cause, Resolution Description
Measurement Window	Monthly
Service Level Reporting Window	Statistics shall be provided each month by Contact Center supplier within seven (7) business days after the end of the month measured.

Service Level Reference	SL Target	SL Minimum	Earn Back Eligible

SLA # 2 – Contact Center Degradation of Service	99.999%	99.5%	12 Months
Service Level Type	Agency Level		
Service Level Description	Contact Center Instance Degradation of Service		
Service Level Definition	All Contact Center related Functions shall have Availability equal to or greater than the Service Level.		
Service Measurement	Availability		
Metric Description	This Service Level measures the Contact Center Instance's "uptime," i.e.: the percentage of time all or a portion of a Contact Center instance is operational, functional, accessible, but is degraded below the benchmark established during user acceptance testing during the applicable Measurement Window.		
Metric Definitions	**Incident:** any event that disrupts the standard operation of the Contact Center, and which causes or may cause, an interruption to, or a reduction in the qualitative or quantitative operation of the Contact Center. **Incident Appearance:** the time the Notice of Incident is sent from Contact Center supplier to the Commonwealth through the approved channel. **Incident Notification Period:** the timeframe within which Contact Center supplier must notify the Agency and the Commonwealth Program Manager through the ITSM System of an Incident after Incident Appearance. **Resolution:** Contact Center has been returned to pre-incident status quo, or improvements/changes made to Contact Center return it to substantially the same status as the pre-Incident status quo. Target Resolution Time: the total time within which Contact Center supplier must fully bring the Incident to Resolution and bring the Service(s) back to full functionality. **Degradation of Service** — one or more critical business functions of the Contact Center are operating at a performant level the benchmark established during user acceptance testing.		
Metric Inclusions	All Contact Center Functions		
Metric Exclusions	• User error; • Non-Incident Agency support such as requests for help in the use of the Service, requests to enhance the service, requests to add or change the Service features, or fulfillment requests (i.e., requests to add users or reset passwords) • Problems resulting from services, equipment, networks or non-contact center related software or other circumstances outside the reasonable control of Contact Center supplier.		
Calculation	% Availability = (1 – ((Total Degraded Condition Time of all Contact Center Instance Functions in Minutes) / ((# of days in a month * 1440) * Total # of Contact Center Instance Functions)) * 100		
Remedy	Total monthly changes for each Contact Center Instance in violation based on the following: 99.999% Achieved – 0 99.50% Achieved – 75% of monthly charge* 99.99% Achieved – 25% of monthly charge 99.40% Achieved – 100% of monthly charge** 99.90% Achieved – 50% of monthly charge * If 99.5% is not achieved, earn back opportunity is negated. ** If 99.40% is not achieved, remedy will be 100% of the monthly charge and for subsequent hour of degradation, an additional month of credit shall be assessed.		
Data Source/s	ITSM - the Commonwealth is currently using *Service Now*; supplier must provide data using the Commonwealth tool.		

Reporting Format/s	<u>Preferred Format</u>: PDF and Excel
	<u>Report Elements:</u> Header to include Total Number of Tickets, Target SL, Actual SL, Target SL Achieved [Percentage Level], Number of Contact Center Users;
	Detail to include: Ticket Number, Agency, Contact Center Instance ID, User, Group, Circuit ID / WTN, Brief Summary, Severity Level, Start Date & Time, Responded Date &Time, Resolve Date & Time, Hold Time [Hrs:Mins] & Reason, Downtime [Hrs:Mins], Downtime Cause, Resolution Description
	Summarized by Total Downtime [in Minutes], Total Number of Contact Center Users Impacted, Total Potential Uptime
	<u>Detailed Exclusion Report</u>: Ticket Number, Agency, Contact Center Instance ID, User, Group, Circuit ID / WTN, Brief Summary, Start Date & Time, Respond Date & Time, Resolve Date & Time, Hold Time [Hrs:Mins] & Reason, Downtime [Hrs:Mins], Downtime Cause; Reason for Exclusion
Measurement Window	Monthly
Service Level Reporting Window	Statistics shall be provided each month by Contact Center supplier within seven (7) business days after the end of the month measured.

Service Level Reference	SL Target	SL Minimum	Earn Back Eligible
SLA # 3 – Outage Resolution Time	99.999%	99.5%	12 Month

Service Level Type	Agency Level
Service Level Description	Timeliness of supplier's resolutions to Contact Center Instance Outages.
Service Level Definition	All Contact Center related Incidents shall be resolved within a time equal to or greater than the Service Level.
Service Measurement	Time to Resolve
Metric Description	This Service Level measures the supplier's time to resolve outages of critical functions, whereby, the Contact Center instance is not operational, functional, or accessible.
Metric Definitions	**Incident:** any event that disrupts the standard operation of the Contact Center, and which causes or may cause, an interruption to, or a reduction in the qualitative or quantitative operation of the Contact Center. Incident Appearance: The time the Notice of Incident is sent from Contact Center supplier to the Commonwealth through the approved channel. **Incident Notification Period:** the timeframe within which Contact Center supplier must notify the Agency and the Commonwealth Program Manager through the ITSM System of an Incident after Incident Appearance. **Resolution:** Contact Center has been returned to pre-Incident status quo, or improvements/changes made to Contact Center return it to substantially the same status as the pre-Incident status quo. Target Resolution Time: the total time within which Contact Center supplier must fully bring the Incident to Resolution and bring the Service(s) back to full functionality. **Severity 1 Incident: Outage** — all users and critical functions are affected by the unscheduled downtime or incident. Service is completely unavailable. **Severity 2 Incident: Partial Degradation** — one or more critical business functions of the Contact Center are unavailable; or a workaround exists for the impacted business functions. **Severity 3 Incident: Minor Degradation** — all critical business functions are available but a portion of users are impacted; or a workaround exists for the impacted business functions. **Outage** —critical functions are affected by the unscheduled downtime or incident. Service is completely unavailable.
Metric Inclusions	All Contact Center Functions, All Incidents
Metric Exclusions	• User error; • Non-Incident Agency support such as requests for help in the use of the Service, requests to enhance the service, requests to add or change the Service features, or fulfillment requests (i.e., requests to add users or reset passwords) • Problems resulting from services, equipment, networks or software or other circumstances outside the reasonable control of Contact Center supplier. (SME Review Needed)
Timeliness Category Parameter	Every hour that exceeds the threshold is another service month credit. Thresholds are as follows: Sererity Level 1- 10 minutes, Severity Level 2- 30 Minutes, Severity Level 3- 4 hours
Calculation	Percentage of incidents which were resolved timely. Example: In a given month there were ten incidents. Of the ten incidents, nine were resolved within Target Resolution Time. 9 / 10 = 90.00% % Resolution Time = (Met Tickets Based on Severity Level)/(All Tickets – Exclusions) * 100

Service Level Reference	SL Target	SL Minimum	Earn Back Eligible
Remedy	Reduction in the monthly invoice amount for each Contact Center Instance in violation based on the following: 99.999% Achieved – 0 99.50% Achieved – 75% of monthly charge* 99.99% Achieved – 25% of monthly charge 99.40% Achieved – 100% of monthly charge** 99.90% Achieved – 50% of monthly charge * If 99.5% is not achieved, earn back opportunity is negated. ** If 99.40% is not achieved, remedy will be 100% of the monthly charge and for each subsequent hour of outage time, an additional 100% of the instance monthly charge shall be assessed.		
Data Source/s	ITSM - the Commonwealth is currently using _Service Now_; supplier must provide data using the Commonwealth tool.		

Reporting Format/s	<u>Preferred Format</u>: PDF and Excel
	
	 <u>Report Elements:</u> Header to include Total Number of Tickets, Target SL, Actual SL, Target SL Achieved [Percentage Level], Number of Contact Center Users
	
	      Detail to include: Ticket Number, Agency, Contact Center Instance ID,User, Group, Circuit ID / WTN, Brief Summary, Severity Level, Start Date & Time, Responded Date &Time, Resolve Date & Time, Hold Time [Hrs:Mins] & Reason, Downtime [Hrs:Mins], Incident Cause; Summarized by Total Downtime [in Minutes], Total Number of Devices, Total Potential Uptime, Resolution Description
	
	      Summarized by Total Downtime [in Minutes], Total Number of Contact Center Users Impacted, Total Potential Uptime, Resolution Description
	
	 <u>Detailed Exclusion Report</u>: Ticket Number, Agency, Contact Center Instance ID, User, Group, Circuit ID / WTN, Brief Summary,, Start Date & Time, Respond Date & Time, Resolve Date & Time, Hold Time [Hrs:Mins] & Reason, Downtime [Hrs:Mins], Incident Cause; Reason for Exclusion		

Measurement Window	Monthly		
Service Level Reporting Window	Statistics shall be provided each month by Contact Center supplier within seven (7) business days after the end of the month measured.		

Service Level Reference	SL Target	SL Minimum	Earn Back Eligible
SLA # 4 – Degradation Resolution Time	99.999%	99.5%	12 Month

Service Level Type	Agency Level
Service Level Description	Timeliness of the supplier's resolutions to Contact Center Instance degradations.
Service Level Definition	All Contact Center related function Incidents shall be resolved within a time equal to or greater than the Service Level.
Service Measurement	Time to Resolve
Metric Description	This Service Level measures the supplier's time to resolve a degraded condition during the applicable measurement window.
Metric Definitions	**Incident:** any event that disrupts the standard operation of the Contact Center, and which causes or may cause, an interruption to, or a reduction in the qualitative or quantitative operation of the Contact Center. Incident Appearance: The time the Notice of Incident is sent from Contact Center supplier to the Commonwealth through the approved channel. **Incident Notification Period:** the timeframe within which Contact Center supplier must notify the Agency and the Commonwealth Program Manager through the ITSM System of an Incident after Incident Appearance. **Resolution:** Contact Center has been returned to pre-Incident status quo, or improvements/changes made to Contact Center return it to substantially the same status as the pre-Incident status quo. Target Resolution Time: the total time within which Contact Center supplier must fully bring the Incident to Resolution and bring the Service(s) back to full functionality. **Severity 1 Incident: Outage** — all users and critical functions are affected by the unscheduled downtime or incident. Service is completely unavailable. **Severity 2 Incident: Partial Degradation** — one or more critical business functions of the Contact Center are unavailable; or a workaround exists for the impacted business functions. **Severity 3 Incident: Minor Degradation** — all critical business functions are available but a portion of users are impacted; or a workaround exists for the impacted business functions. **Degradation** — one or more critical business functions of the Contact Center are unavailable or performance is adversely impacting users.
Metric Inclusions	All Contact Center Functions, All Incidents
Metric Exclusions	• User error; • Non-Incident Agency support such as requests for help in the use of the Service, requests to enhance the service, requests to add or change the Service features, or fulfillment requests (i.e., requests to add users or reset passwords) • Problems resulting from services, equipment, networks or software or other circumstances outside the reasonable control of Contact Center supplier. (SME Review Needed)
Timeliness Category Parameter	Every hour that exceeds the threshold is another service month credit. Threshold levels are as follows: Severity Level 1: 2 hours, Severity Level 2- 4 hours, Severity Level 3- 24 hours
Calculation	Percentage of incidents which were resolved timely. Example: In a given month there were ten incidents. Of the ten incidents, nine were resolved within Target Resolution Time. 9 / 10 = 90.00% % Resolution Time = (Met Tickets Based on Severity Level)/(All Tickets – Exclusions) * 100

Service Level Reference	SL Target	SL Minimum	Earn Back Eligible
Remedy	Reduction in the monthly invoice amountfor each Contact Center Instance in violation based on the following:		
	99.999% Achieved – 0	99.50% Achieved – 75% of monthly charge*	
	99.99% Achieved – 25% of monthly charge	99.40% Achieved – 100% of monthly charge**	
	99.90% Achieved – 50% of monthly charge		
	* If 99.5% is not achieved, earn back opportunity is negated.		
	** If 99.40% is not achieved, remedy will be 100% of the monthly charge and for each subsequent hour of degradation, an additional 100% of the instance monthly charge shall be assessed.		
Data Source/s	ITSM - the Commonwealth is currently using _Service Now_; supplier must provide data using the Commonwealth tool.		
Reporting Format/s	Preferred Format: PDF and Excel		
	Report Elements: Header to include Total Number of Tickets, Target SL, Actual SL, Target SL Achieved [Percentage Level], Number of Contact Center Users		
	Detail to include: Ticket Number, Agency, Contact Center Instance ID,User, Group, Circuit ID / WTN, Brief Summary, Severity Level, Start Date & Time, Responded Date &Time, Resolve Date & Time, Hold Time [Hrs:Mins] & Reason, Downtime [Hrs:Mins], Incident Cause; Summarized by Total Downtime [in Minutes], Total Number of Devices, Total Potential Uptime, Resolution Description		
	Summarized by Total Downtime [in Minutes], Total Number of Contact Center Users Impacted, Total Potential Uptime, Resolution Description		
	Detailed Exclusion Report: Ticket Number, Agency, Contact Center Instance ID, User, Group, Circuit ID / WTN, Brief Summary,, Start Date & Time, Respond Date & Time, Resolve Date & Time, Hold Time [Hrs:Mins] & Reason, Downtime [Hrs:Mins], Incident Cause; Reason for Exclusion		
Measurement Window	Monthly		
Service Level Reporting Window	Statistics shall be provided each month by Contact Center supplier within seven (7) business days after the end of the month measured.		

Service Level Reference	SL Target	SL Minimum	Earn Back Eligible
SLA # 5– Incident Notification Timelines	99.999%	99.5%	12 Months

Service Level Type	Agency Level
Service Level Description	Timeliness of supplier's notification to the Commonwealth and Agency of Contact Center Instance incidents.
Service Level Definition	All Contact Center related Functions Incidents shall be reported within a time equal to or greater than the Service Level.
Service Measurement	Time to Notify
Metric Description	This Service Level measures the number of times Contact Center supplier notifies the Commonwealth of incidents within the defined timeliness parameter.
Metric Definitions	**Incident:** any event that disrupts the standard operation of the Contact Center, and which causes or may cause, an interruption to, or a reduction in the qualitative or quantitative operation of the Contact Center. Incident Appearance: The time the Notice of Incident is sent from Contact Center supplier to the Commonwealth through the approved channel. **Incident Notification Period:** the timeframe within which Contact Center supplier must notify the Agency and the Commonwealth Program Manager through the ITSM System of an Incident after Incident Appearance. **Resolution:** Contact Center has been returned to pre-Incident status quo, or improvements/changes made to Contact Center return it to substantially the same status as the pre-Incident status quo. Target Resolution Time: the total time within which Contact Center supplier must fully bring the Incident to Resolution and bring the Service(s) back to full functionality. **Severity 1 Incident: Outage** — all users and critical functions are affected by the unscheduled downtime or incident. Service is completely unavailable. **Severity 2 Incident: Partial Degradation** — one or more critical business functions of the Contact Center are unavailable; or a workaround exists for the impacted business functions. **Severity 3 Incident: Minor Degradation** — all critical business functions are available but a portion of users are impacted; or a workaround exists for the impacted business functions. **Workaround:** A temporary solution to the problem(s) raised by an Incident, which must be removed for the Incident to be brought to Resolution.
Metric Inclusions	All Contact Center Functions, All Incidents.
Metric Exclusions	• User error; • Non-Incident Agency support such as requests for help in the use of the Service, requests to enhance the service, requests to add or change the Service features, or fulfillment requests (i.e., requests to add users or reset passwords) • Problems resulting from services, equipment, networks or software or other circumstances outside the reasonable control of Contact Center supplier.
Timeliness Category Parameters	Every hour that exceeds the threshold is another service month credit. Thresholds are as follows for Outages: Severity Level 1- 10 minutes, Severity Level 2, 30 minutes, Severity Level 3, 1 hour. Thresholds are as follows for Degradation of Service: Severity Level 1- 30 mintes, Severity Level 2- 1 hour, Severity Level 3, 90 minutes.

Calculation	Percentage of incidents which were communicated to Commonwealth in accordance with the Commonwealth communication plan. Example: In a given month there were ten incidents. Of the ten incidents, nine were within the stated Notification period. 9 / 10 = 90.00% % Incident Notification = (1-((Incidents Notified within Target Parameter)/(Total Incidents Requiring Notification – Commonwealth Accepted Exclusions)) * 100
Remedy	Reduction in the monthly invoice amount for each Contact Center Instance in violation based on the following: 99.999% Achieved – 0 99.50% Achieved – 75% of monthly charge* 99.99% Achieved – 25% of monthly charge 99.40% Achieved – 100% of monthly charge ** 99.90% Achieved – 50% of monthly charge * If 99.5% is not achieved, earn back opportunity is negated. ** If 99.40% is not achieved, remedy will be 100% of the monthly charge and for each subsequent hour of degradation, an additional 100% of the instance monthly charge shall be assessed.
Data Source/s	ITSM - the Commonwealth is currently using *Service Now*; supplier must provide data using the Commonwealth tool.

Reporting Format/s	Preferred Format: PDF and Excel
	
	Report Elements: Header to include Total Number of Notifications, Target SL, Actual SL, Target SL Achieved [Percentage Level], Number of Contact Center Users,
	
	    Detail to include: Ticket Number, Agency, Contact Center Instance ID,User, Group, Circuit ID / WTN, Brief Summary, Incident Start Date & Time, Responded Start Date & Time, Severity Level, Notification Date & Time – Agency & Commonwealth, Resolve Date & Time, Hold Time [Hrs:Mins] & Reason, Downtime [Hrs:Mins], Incident Cause;
	
	    Summarized by Total Notifications within Target, Total Notifications missed Target. Average Notification Time [in Minutes]
	
	Detailed Exclusion Report: Ticket Number, Agency, Contact Center Instance ID,User, Group, Circuit ID / WTN, Brief Summary, Incident Start Date & Time, Responded Start Date & Time, Severity Level, Notification Date & Time – Agency & Commonwealth, Resolve Date & Time, Hold Time [Hrs:Mins] & Reason, Downtime [Hrs:Mins], Incident Cause; Exclusion Reason

Measurement Window	Monthly
Service Level Reporting Window	Statistics shall be provided each month by Contact Center supplier within seven (7) business days after the end of the month measured.

Service Level Reference	SL Target	SL Minimum	Earn Back Eligible
SLA # 6 – Change Implementation Timeliness	99.999%	99.5%	12 Months

Service Level Type	Agency Level
Service Level Description	Timeliness that the Supplier implements Commonwealth requested Contact Center Instance changes.
Service Level Definition	All Contact Center related changes shall be implemented within a time equal to or greater than the Service Level.
Service Measurement	Time to Change
Metric Description	This Service Level measures the time to complete change requests for all Contact Center Instance routine and emergency additions/deletions, policy changes, and configuration modifications to the time of fulfillment and operability.
Metric Definitions	**Change Levels** **Major Change** = 1-10 Calendar Days 　　Critical functions are effected or could be effected by the lack of, or as a result of, the ascribed change. 　　　　**1 Critical: Outage:** (Major Change) - critical functions are effected or could be effected by the lack of, or as a result of the ascribed change. 　　　　**2 High:** (Major Change) - some functions are unavailable but a workaround exists **Minor Change** = Greater than 10 Calendar Days 　　All functions are available and the change does not impact users. 　　　　**3 Medium:** (Minor Change) - all critical functions are available and a workaround exists 　　　　**4 Low:** (Minor Change) - all functions are available and the change does not impact users.
Metric Inclusions	All Contact Center Functions, All Change Requests, software and services, equipment and infrastructure within the control of Contact Center supplier.
Metric Exclusions	• Admin Level changes that are completed by the Agency/Commonwealth • Change Timeliness excludes delays resulting from: • Software, equipment or functions not managed or within the control of the Contact Center supplier; • Scheduled maintenance, provided that the Contact Center supplier informs the Agency of scheduled maintenance that will directly affect the Service at least seven (7) calendar days before maintenance work commences, and the Agency approves the scheduled downtime. • Agency/Commonwealth requested hold-time. • Expedites don't meet the standard
Calculation	Change Days Missed = (Change Completion Date and Time MINUS (Requested/Standard Start Date) minus (Customer Hold Time)) Example: (Actual (February 3) - Requested/Standard (February 1)) - (1 day Customer Hold Time)= 1 Day Missed % Timely Change Implementations = (1-((Contact Center Instance Change Implementations within Target Parameter)/(Total Contact Center Instance Change Implementations – Commonwealth Accepted Exclusions)) * 100

Service Level Reference	SL Target	SL Minimum	Earn Back Eligible
Remedy	Reduction in the monthly invoice amountfor each Contact Center Instance in violation based on the following:		

Reduction in the monthly invoice amountfor each Contact Center Instance in violation based on the following:

99.999% Achieved – 0   99.50% Achieved – 75% of monthly charge *

99.99% Achieved – 25% of monthly charge   99.40% Achieved – 100% of monthly charge **

99.90% Achieved – 50% of monthly charge

* If 99.5% is not achieved, earn back opportunity is negated.

** If 99.40% is not achieved, remedy will be 100% of the monthly charge and for each subsequent hour of degradation, an additional 100% of the instance monthly charge shall be assessed.

Data Source/s	ITSM - the Commonwealth is currently using *Service Now*; supplier must provide data using the Commonwealth tool.
Reporting Format/s	Preferred Format: PDF and Excel

Preferred Format: PDF and Excel

Report Elements: Header to include Total Number of Change Requests, Target SL, Actual SL, Target SL Achieved [Percentage Level

> Detail to include: Change Request Number, Agency, Contact Center Instance ID,User, Group, Circuit ID / WTN, Brief Summary, Requested Start Date & Time, Standard Start Date &Time, Actual Start Date & Time, Completions Date & Time, Hold Time [Hrs:Mins] & Reason, Total Time to Implement (Days)

> Summarized by Total Change Requests, Total Average Time to Implement

Detailed Report: Change Request Number, Agency, Contact Center Instance ID, User, Group, Circuit ID / WTN, Brief Summary, Requested Start Date & Time, Standard Start Date &Time, Actual Start Date & Time, Completion Date & Time, Hold Time [Hrs:Mins] & Reason, Downtime [Hrs:Mins], Total Time to Implement

Detailed Exclusion Report: Change Request Number, Agency, Contact Center Instance ID,User, Group, Circuit ID / WTN, Brief Summary, Requested Start Date & Time, Standard Start Date &Time, Actual Start Date & Time, Completion Date & Time, Hold Time [Hrs:Mins] & Reason, Downtime [Hrs:Mins], Total Time to Implement, Reason for Exclusion

Measurement Window	Monthly
Service Level Reporting Window	Statistics shall be provided each month by Contact Center supplier within seven (7) business days after the end of the month measured.

Service Level Reference	SL Target	SL Minimum	Earn Back Eligible
SLA # 7 – Time to Respond	99.999%	99.5%	12 Month
Service Level Type	Agency Contact Center Instance Level		
Service Level Description	Timeliness that the Supplier responds to Contact Center Instance Incidents.		
Service Level Definition	All Contact Center related Service Calls shall be responded to within a time equal to or greater than the Service Level.		
Service Measurement	Time to Respond		
Metric Description	This Service Level measures the Contact Center supplier's response time to incoming calls and reported incidents. Supplier is expected to respond within a defined timeliness parameter.		
Metric Definitions	**Response:** taking meaningful action to progress the testing and restoration of any Contact Center Service i.e. calling the Commonwealth for additional info, escalating the incident to technical support, requesting access to Commonwealth facilities or logs, etc. **Incident:** any event that disrupts the standard operation of the Contact Center, and which causes or may cause, an interruption to, or a reduction in the qualitative or quantitative operation of the Contact Center. Incident Appearance: The time the Notice of Incident is sent from Contact Center supplier to the Commonwealth through the approved channel. **Incident Notification Period:** the timeframe within which Contact Center supplier must notify the Agency and the Commonwealth Program Manager through the ITSM System of an Incident after Incident Appearance. **Resolution:** Contact Center has been returned to pre-Incident status quo, or improvements/changes made to Contact Center return it to substantially the same status as the pre-Incident status quo. Target Resolution Time: the total time within which Contact Center supplier must fully bring the Incident to Resolution and bring the Service(s) back to full functionality. **Severity 1 Incident: Outage** — all users and critical functions are affected by the unscheduled downtime or incident. Service is completely unavailable. **Severity 2 Incident: Partial Degradation** — one or more critical business functions of the Contact Center are unavailable; or a workaround exists for the impacted business functions. **Severity 3 Incident: Minor Degradation** — all critical business functions are available but a portion of users are impacted; or a workaround exists for the impacted business functions. **Workaround:** A temporary solution to the problem(s) raised by an Incident, which must be removed for the Incident to be brought to Resolution.		
Metric Inclusions	All Contact Center Functions, All Incidents.		
Metric Exclusions	• User error; • Problems resulting from services, equipment, networks or software or other circumstances outside the reasonable control of Contact Center supplier.		
Timeliness Category Parameters	• Severity Level 1 is less than 10 min, Severity Level 2 & 3 greater than 10 min and less than 30 min		
Calculation	Percentage of incidents which were responded to within timeliness parameter. Example: In a given month there were ten incidents. Of the ten incidents, nine were responded to within Target Resolution Time. 9 / 10 = 90.00% % Response Time = (1 – ((Contact Center Instance Incidents Responded within Target Time(s)) / (Total Number of Contact Center Instance Responded Incidents – Commonwealth Accepted Exclusions)) * 100		

Remedy	Reduction in the monthly invoice amountfor each Contact Center Instance in violation based on the following:
	99.999% Achieved – 0 99.50% Achieved – 75% of monthly charge *
	99.99% Achieved – 25% of monthly charge 99.40% Achieved – 100% of monthly charge **
	99.90% Achieved – 50% of monthly charge
	* If 99.5% is not achieved, earn back opportunity is negated.
	** If 99.40% is not achieved, remedy will be 100% of the monthly charge and for each subsequent hour of degradation, an additional 100% of the instance monthly charge shall be assessed.
Data Source/s	ITSM - the Commonwealth is currently using _Service Now_; supplier must provide data using the Commonwealth tool.
Reporting Format/s	Preferred Format: PDF and Excel
	Report Elements: Header to include Total Number of Tickets, Target SL, Actual SL, Target SL Achieved [Percentage Level],
	Detail to include: Ticket Number, Agency, Contact Center Instance ID, User, Group, Circuit ID / WTN, Brief Summary, Severity Level, Start Date & Time, Responded Date &Time, Resolve Date & Time, Hold Time [Hrs:Mins] & Reason, Downtime [Hrs:Mins], Incident Cause; Summarized by Total Downtime [in Minutes], Total Number of Devices, Total Potential Uptime, Resolution Description
	Summarized by Total Response Time [in Minutes], Average Response Time [in Minutes],
	Detailed Exclusion Report: Ticket Number, Agency, Contact Center Instance ID, User, Group, Circuit ID / WTN, Brief Summary,, Start Date & Time, Respond Date & Time, Resolve Date & Time, Hold Time [Hrs:Mins] & Reason, Downtime [Hrs:Mins], Incident Cause; Reason for Exclusion
Measurement Window	Monthly
Service Level Reporting Window	Statistics shall be provided each month by Contact Center supplier within seven (7) business days after the end of the month measured.

Service Level Reference	SL Target	SL Minimum	Earn Back Eligible
SLA # 8 – Abandoned Calls	Less than 2%	Less than 5%	12 Month
Service Level Type	Enterprise Level		
Service Level Description	Abandoned Calls		
Service Level Definition	Abandoned calls are the percentage of calls in queue abandoned by the caller after thirty [30] seconds but before connecting to a Service Desk agent.		
Service Measurement	Service Quality		

Metric Description	Total number of abandoned calls greater than 30 seconds, divided by total calls equals percent of abandoned calls; as calculated via Agency Contact Center capabilities.
Metric Definitions	**Call:** defined as a "leg of a call". Example: a call comes into an agent = one call. The agent places the call back in queue after speaking with the customer (this equals a second call).
Metric Inclusions	All Service Desk calls
Metric Exclusions	No exclusions
Calculation	% Abandoned calls = (Abandoned calls / Total calls) * 100
Remedy	Reduction in the monthly invoice amount for each Contact Center Instance in violation based on the following: One month's credit shall be assessed for each month not achieving less than 2% of contact center. * If 5% or greater is realized at any time during the earn back period, earn back opportunity is negated.
Data Source/s	ITSM - the Commonwealth is currently using _Service Now_; supplier must provide data using the Commonwealth tool and Agency Contact Center
Reporting Format/s	Preferred Format: PDF and Excel Report Elements: Header to include Total Number of Calls, Total Number of Abandon Calls, Target SL, Actual SL, Target SL Achieved [Percentage Level], Detail to include: Daily detailed statistical table to include Date, Daily Number of Abandoned Calls > 30 Seconds, Daily Total Number of Calls, Daily Abandon Rate; Totals to include Number of Abandoned Calls > 30 Seconds, Total Number of Calls, Abandon Rate; Graphical representation
Measurement Window	Monthly
Service Level Reporting Window	Statistics shall be provided each month by Contact Center supplier within seven (7) business days after the end of the month measured.

Service Level Reference	SL Target	SL Minimum	Earn Back Eligible
SLA # 9 – Time Required to Answer	98%	95%	12 Month
Service Level Type	Enterprise Level		
Service Level Description	Time Required to Answer		
Service Level Definition	The percentage of calls answered within thirty (30) seconds by a Service Desk agent.		
Service Measurement	Timeliness		
Metric Description	Percent of Service Desk calls answered in thirty seconds divided by number of Service Desk calls answered during the month.		

Metric Inclusions	All Service Desk calls.
Metric Exclusions	No exclusions
Calculation	% Time Required to Answer = (Total number of answered calls within 30 seconds / Total calls answered) * 100
Remedy	Total monthly incidents for each Contact Center Instance in violation based on the following: 99.999% Achieved – 0 99.50% Achieved – 75% of monthly charge * 99.99% Achieved – 25% of monthly charge 99.40% Achieved – 100% of monthly charge ** 99.90% Achieved – 50% of monthly charge * If 99.5% is not achieved, earn back opportunity is negated. ** If 99.40% is not achieved, remedy will be 100% reduction of the monthly invoice and for each subsequent hour of degradation, an additional 100% of the instance monthly charge shall be assessed.
Data Source/s	ITSM - the Commonwealth is currently using _Service Now_; supplier must provide data using the Commonwealth tool and Agency Contact Center
Reporting Format/s	Preferred Format: PDF and Excel Report Elements: Header to include Total Number of Calls, Total Number of of Calls Answered within 30 min, Target SL, Actual SL, Target SL Achieved [Percentage Level], Detail to include: Daily detailed statistical table to include Date, Daily Number of Calls under 30 Seconds, Daily Total Number of Calls, Daily Timeliness Rate; Totals to include Total number of calls under 30 Seconds, Total Number of Calls over 30 Seconds, Total Number of Calls , Timeliness Rate
Measurement Window	Monthly
Service Level Reporting Window	Statistics shall be provided each month by Contact Center supplier within seven (7) business days after the end of the month measured.

NOTES:

**Earn Back Eligible: SLAs are eligible for service credit earn back. Service credit for an SLA failure will not be due to the Commonwealth if no other SLA violation for the same SLA occurs in the next twelve (12) months.   Failure to meet the SLA within any of the next the next twelve (12) months will result in the issuing a service credit to the commonwealth on the next monthly invoice.

Appendix U
Reporting Examples

A.   **Reporting Package:**

The Offeror shall provide the commonwealth with full reporting packages as referenced, but not limited to, those described.

Examples

Agent Reports

Agent Unavailable Time	Total time an agent was unavailable for specific time interval (s).
Agent Answered	Total calls an agent answered for specific time interval(s).
Agent Talk Time	Total time an agent was on an interaction for a specific time interval(s).
Agent Log In Time	Time agent logged in.
Agent Log Out	Time agent logged out.
Agent Refused	Total number of refused calls an agent had for specific time interval(s).
Agent Answer Time	Total time it took for an agent to answer an offered interaction for a specific time interval.
Agent Wrap Up Time	Total time an agent was in a wrap up state for a specific time interval(s).
Agent Hold Time	Total time an agent had an interaction on hold for a specific time interval(s).

Interaction Reports

Abandon	Total number of abandon interactions for a specific time interval(s).
Answered	Total number of interactions that were answered by an agent for a specific time interval(s).
Transferred	Total number of interactions that were transferred to another agent, tenant, skill, or outside number by an agent or the platform for specific time interval(s).
Inbound	Total number of inbound interactions for specific time interval(s).
Outbound	Total number of outbound interactions for specific time interval(s).
Queued	Total number of interactions that were in a queue for specific time interval(s).
Refusals	Total number of interactions that were refused after being offered to an agent for specific time interval(s).
PreQueue Abandon	Total number of interactions that were abandon by the initiator before the interaction made it to a queue.
Abandon Time	Time for an individual interaction to abandon and average time to abandon across business area for specific time interval(s).
In Queue Time	Time an individual interaction spent in queue and average time that all interactions spent in queue for specific time interval(s).
Routing Time	Time an between an interaction being presented to an agent and the agent answering and the average time of all interactions spent routing for a specific time interval.

B. Reporting Dictionary:

The Offeror shall provide a dictionary of reporting terms that clearly defines metrics each report is displaying.

Examples:

These are examples of definitions that are required. This is not a complete list of what is required. The Offeror shall provide such definitions for any and all reporting terms and metrics.

Abandon	Any call that has been disconnected by the caller while in queue, but before being presented to an agent.
Routing Time	Total time in HH:MM:SS between a call being presented to an agent and the agent answering the call.
Pre Queue Abandon	Any call that has been disconnected by the caller before entering the queue.
Handled Time	Total time a contact has been handled by an agent.
Refused	Any call that was presented to an agent, but was not answered by the agent.

C. Reporting Metrics:

The Offeror shall provide a comprehensive explanation as to how metrics are derived.

Examples:

These are examples of how metrics are derived. This is not a complete list of what is required. The Offeror shall provide such explanations for any and all reports.

Average Handled Time	(Handled Time)/ (Total Handled)
Average Abandon Time	(Abandon Time)/ (Total Abandon)
% in SLA	(IN SLA)/ (Total Queued)

E. Interfaces

The Offeror shall provide integration with existing agency interfaces as described.

Customer Relationship Management (CRM)

The commonwealth currently has one CRM vendor that integrates directly with the OA HRSC contact center that provides caller (employee) information automatically to the agent that handles their call. The current vendor is listed in the table below.

Agency/ Call Center	CRM 3rd Party Vendor
OA HRSC	Infor/ Enwisen

Interactive Voice Response (IVR)

Appendix U
Reporting Examples

The Department of Health will have, at the time of this contract award, an IVR that connects directly with a Microsoft SQL Server 2008 R2 database. This IVR system handles approximately 200 calls a day, 15 simultaneous calls at a time that last an estimated 10 minutes per call. This system allows callers to enter check information directly into Women, Infant, and Children (WIC) database to process WIC checks. This is a 24/7/365 system.

Recording Servers

As demonstrated in Appendix K, ECCS Recording Information by Call Center, some contact centers use an on premise recording server with a vendor provided user interface that allows users to search for recordings. The contact center automatically downloads all inbound and outbound recordings to these servers for retention and later use.

Enterprise Contact
Center Services
RFP 610003S614

Question #	Question	Answer
1	Have reviewed the RFP and requesting a 30 day extension. The due date of December 17th, 2015 only provides us a few weeks to respond and we are also losing time for Thanksgiving holiday. We want to provide the most comprehensive and value driven response as possible to the Commonwealth of Pennsylvania. We appreciate your consideration with reviewing our request.	

2	Received your Enterprise Contact Services Request for proposal (6100035614). We strongly believe that our solution will meet the needs of your contact centers as expressed within the RFP document. We would like to request that exception and/or agreement to the IT Terms and Conditions as documented in Appendix A of the RFP and all other terms and conditions contained in the RFP be done upon contract award. Upon general review, the standard documents supplied do not directly apply to the solution being sought nor proposed. If awarded this bid then the parties will work together to negotiate a mutually agreeable final agreement based on our standard master service agreement, to include any non-conflicting terms proposed in the Office for Information Technology, Bureau of IT Procurement's Contract Terms & Conditions document. We think this is a fair position and process, as all elements and requirements of an integration of this nature are not disclosed in the RFP process. In addition, we would like to request an extension for the due date of the submission. Due to the holiday and time necessary for shipping the bid package we respectfully request an extension until December 23, 2015 to prepare our response. This will help ensure that we respond to each part of the RFP with as much detail as possible thereby allowing you to make an informed decision when selecting your contact center solution.
3	We understand that currently there is a Cisco IVR installed in PA-OIT. Would it be possible for all interested parties to see a diagram of the existing infrastructure in an effort to put the most technically sound Cloud solution together while remaining cost effective.

4	Please clarify "the proposed solution shall have the ability to easily move agents between tenants". Will agents move from one agency to another or is this move within the same agency.
5	Regarding the ability for agents to add free form text or notes, what is the amount of text (number of characters) that is desired?
6	How is SSO achieved today? Does this mean that users are only required to login once to gain access to all of their authorized applications?
7	Please explain the method and process for integration to the Commonwealth's Service Now IT Service Management tool.
8	The cost matrix does not include pricing for email, chat, social media, or SMS. How should that be provided?
9	Would the commonwealth please provide examples of call flows that are currently being used by the agencies?
9	This section states that at the time of contract award, the Department of Health will have deployed an IVR for callers to check information for WIC. In addition this section describes 7 Department of Revenue IVR applications. Section 10.0 of the ECCS Requirements document describes requirement for the Offeror to provision a new IVR for the call center. Can you please clarify? Is the state looking for a new IVR in addition to the integration of existing IVRs? Who will be responsible for any modifications to the existing IVR applications required for integration to the new contact center?
10	

11	Who currently provides the premise base call recording solution for the existing contact centers? Will this system continue to be used once the new solution is deployed? If so, how do you envision the new contact center recording solution to work with the existing recording solution? What is the Commonwealth's retention policy for call recordings?
12	Please clarify. What data would be transmitted? Are you requiring the new contact center solution to transmit call recordings it captures to a specific agency location via FTP/SFTP?
13	The selected Offeror shall provide the ability for an administrator or supervisors to view dashboards and call reporting for multiple contact centers simultaneously. Please define the roles and responsibilities required as it pertains to employees of the commonwealth and the solution provider. Are Move Adds and Changes (MACs) the responsibility of the service provider?
14	The selected Offeror shall provide Line of Business reporting, in a readable format that should included daily, weekly, monthly, and yearly metrics based on the types of issues that are being handled by its help desk. Please provide details on what is meant by Line of Business reporting.
15	The selected Offeror shall provide comprehensive technological solution that includes, but is not limited to, automatic speech recognition, management of high call volume, outbound dialing campaigns, interactive voice response, advanced call routing based upon automatic number identification (ANI), dialed number identification service (DNIS), geographic location and customer inputs. How should Speech Recognition be incorporated into the Pricing proposal?

16	Please explain in detail how to complete the Single Sign on Worksheet and the three items. How does this pertain to the individual agencies?
17	Sealed proposal must be received by the Issuing Office by Thursday, December 17, 2015 1:00 PM. Would the commonwealth grant an extension to the due date?
18	Request an extension on the date this RFP is due. Currently this proposal is due on 12.17.2015 and in order for us to provide a comprehensive and thorough response to this proposal we requests for this RFP to be extended to after the holiday's?
19	Is the request for this RFP to deploy only Department of Human Services (DHS)? Can we assume that subsequent departments will transitioned at a later date and as a separate project?
20	What is the scope of the DHS Contact Center Requirements? Please provide details on the following: - Please list all DHS locations - # of Business Units in DHS - # of unique Call Flows (provide any call flows if possible) - # of unique Skills - Quantity and description of any self-service IVRs provided by DHS (please include descriptions of any backend systems that DHS integrates with and what info is captured from the customer)

21	What is the scope of the DHS IPT Telephony Requirements? Please provide details on the following: - Please list all DHS admin phone-only locations. - # of admin phone-only users. - Do they require their own DID and voicemail - # of auto attendants / phone directories - Will your admin users leverage hard phones or transition to softphones?	
22	Please provide details and example of what constitutes an "instance". Describe the delineation between tenants?	
23	Is the requested professional services resource meant to be "On-Demand" or "On-Request" (ad-hoc)?	
24	Do you require screen capture? If yes, what percentage of DHS users? What is the retention requirements (how many years of storage)?	
25	Does DHS/Common Wealth have a standard of encryption for data being pulled to populate the screen pop that must be followed? If so, please list standards.	
26	Please provide PEAK estimates for the following DHS Contact Center parameters for the IVR, Contact Center, and ASR and TTS applications. - Call volumes per month - Average handle times (AHT) - Average After Call Work - Average Time Spent in the IVR	
27	Please provide the number of campaigns to configure for the initial deployment.	
28	Please identify the number of self-serve IVR applications for the initial deployment of DHS. Please provide any IVR call flows if feasible.	

#	
29	Please define basic to enhanced system feature package, agent feature package set, supervisor feature package set, and administrator feature package.
30	Please clarify the specific Help Desk that is being referenced. Please define "contract participant".
31	Does this RFP also include the DLI Enghouse IVR used for UC continued Claims?
32	SLAs 1,2 are functionally redundant in that a single event may qualify as a failure for both SLAs, and both SLAs have the same credit structure. Does the Commonwealth expect that both SLAs will qualify for credits in a single month? Or does the Commonwealth expect that whichever SLA metric results in the higher credit will apply (as is the case with the SLAs in the current Contract)?
33	SLA 2 references: "...degraded below the benchmark established during user acceptance testing." Please elaborate on what constitutes the "user benchmark" standards?
34	SLAs 3, 4 – The formula calculation references "Severity Level" in the numerator of the formula, yet the Definition Inclusion states "ALL" events, it does not specify by Severity. Could you please clarify?
35	SLAs 3, 4 are functionally redundant in that a single event may qualify as a failure for both SLAs, and both SLAs have the same credit structure. Does the Commonwealth expect that both SLAs will qualify for credits in a single month? Or does the Commonwealth expect that whichever SLA metric results in the higher credit will apply (as is the case with the SLAs in the current Contract)?
36	What functions does the Commonwealth want vendors to integrate to SAP?

37	Please provide technical specifications for the interfaces listed in Section 5 that a vendor must integrate with.
38	Please describe how the Offeror is anticipated to "use the Commonwealth's ITSM system, currently Service Now."
39	Please clarify what systems will be sending tickets and chat to the Offeror.
40	Can the Commonwealth detail the three independent non integrated systems? (Is that Unify's OSCC, VZ Web Center, and VZ VCC, or something else?)
41	Can the Commonwealth describe what voice transport mechanism is in use for these 94 instances? I.e., are they also on Penn Connect?
42	Can you provide clarification as to what is an "instance function"? We see that Total # of CC Instance Functions seems to be a mutually defined term after award, but before acceptance but want to understand intent regarding SLA calculations.
43	How does one "Earn Back" and is the charge something that is effective on a 12-month basis, or something earned back on the next months performance?
44	In all scenarios and call centers, do supervisors also act as call type taking agents? If no, what is the percentage breakdown?
45	The totals (excel calculations) do not include the bottom two lines /counts, is this an error, or is there a reason the bottom two lines are omitted?
46	Can you please provide - per call center queue: 1. time spent in routing the call, 2. length of recordings / messages in queue, and 3. total average time a caller waits in queue?

47	Can you please provide detail on supervisors - per call center. Is a supervisor logged in 100% of the time, or only occasionally to schedule historical reports? Do supervisors only monitor agents calls (silent monitor) for coaching?
48	The Average and Max call lengths are identical for all DOR call centers; is this an error?
49	Please confirm that only call centers with call volumes listed require recording and whether recording required should be 100% of calls, a random % of calls, or on-demand per call center?
50	Please provide the retention period for recordings per call center.
51	Call Centers and call volumes for recording differ from those shown in Appendix E for call volumes. Is this an error? Do all call centers require recording? DOT call center is listed for recording, but is not on Appendix E for call center requirement; is this an error?
52	The proposed solution shall have the ability for a "phone only" log in for agents. Please detail what is the desired purpose of this?
53	The selected Offeror shall provide voicemail capabilities through the contact center where callers can leave a message and it be delivered as an interaction or delivered to an email address. How many call centers require this capability?
54	Which call centers require WFM?
55	Please provide more detail on speech recognition optional feature request - what is being requested and within which call centers?
56	Please provide detail on the type of campaigns, number of, volumes, how campaign is originated, etc.

57	We would respectfully request a 30-day extension to the proposal due date.	
58	If an agency is listed without call volumes or not listed in this appendix, do they require recording?	
59	May an extension be granted?	
60	Given the scope and magnitude of this project, would it be possible to grant a second round of questions?	
61	As a signatory to the ISO 14001 environmental management standard, our organization follows the standard's guidelines to reduce any negative impact from our workplace activities on the environment. As part of our alignment with the standard, we make every effort to limit the number of printed materials we generate. Would the Commonwealth consider accepting only electronic copies of the RFI response?	
62	Will the Commonwealth make a single-award or will this be a multi-award contract?	
63	What percentage of agents are blended and of those that are blended, which channels are they managing?	
64	What is the percentage breakdown of agents currently using the following channels: inbound voice, outbound voice, instant messaging (chat) email and social media? If a channel is not currently utilized, please include the desired percentage.	
65	What is the Commonwealth's expected phase roll-out time limit of features and functionality for DHS and beyond?	
66	Can the Commonwealth define what "Administrative Support" is?	
67	Please provide the average hold time and average talk time for callers/agents.	

68	Does PA have preferred approaches for accommodating impaired agents or supervisors?
69	Does this mean the agent is only logged in for voice calls, or that they are logged into the ACD without going into the call queue?
70	How many local and toll-free numbers?
71	We are reading this as there is a need for segregation for each center (individual tenants) and the ability to see all centers as a whole from a higher lever for management across contact centers. Is that correct?
72	Is PA looking for recording of voice only, or also screen recording? If screen recording is included, is that also 100% capture?
73	Does the Commonwealth currently use Speech Analytics, WFO or WFM? If so, in what capacity (percentages) is it used and who is the solution provider for each?
74	What level of integration is needed here? More detail would be helpful.
75	In what capacity is predictive dialing used today?
76	Would PCI Level 1 v3.1 certification and SOC2 audit be acceptable in lieu of IRS-1075?
77	Current Vendor Pains and Issues: Why are you looking to move off of your current InContact SaaS platform? Current Openscape On Premise Platform.
78	What 3 Key areas of improvement looking to gain from a consolidated cloud solution?
79	What are your 3 biggest challenges with your current solution/s?

80	How do these challenges impact your business?
81	Why not just deploy InContact to your larger call centers?
82	What advisory firm/s has the state engaged to determine the scope/requirements of this project?
83	What advisory firm/s has the state engaged to create this RFP?
84	Is the ECCS project budget been allocated? If so, how was the budget determined?
85	What is the ECCS project timeline: Purchase date/ Start Deployment date/ Go-live date?
86	How many front office applications has the State of PA-OIT deployed in the cloud?
87	How many back office applications has the State of PA-OIT deployed in the cloud?
88	Will the State of PA consider only TrueCloud solutions or will hosting vendors be considered as well?
89	Are your agents using PC's or MAC's?
90	What percentage of your agents work from home if any?
91	Can we have get a copy of your IVR Call Flows?
92	Can you describe the level and detail of the integration requirements to SAP and Inform. What data is being exchanged? One direction or bi-directional?
93	How many administrator licenses would be required to administer all of the call centers?

94	Where in the response package should we place Appendix L, "ECCS Requirements Matrix"? This appendix requires a response for each requirement but it is not mentioned in Part II, "Proposal Requirements".	
95	Should the proposed solution provide SIP trunking between the contact center service platform and the Penn Connect IPT VoIP infrastructure to support tenants who currently utilize that IPT Platform for agent dial tone?	
96	To what Session Border Controller (make/model and version) would the SIP trunks connect?	
97	How is dial tone provided to agents who currently use the Virtual Contact Center (VCC) solution?	
98	Is there a preference for any particular method of providing connectivity between the contact center service platform and those agents who currently use the Virtual Contact Center (VCC) solution?	
99	Do the DHS agents who will be the focus of the initial conversion currently use the VCC platform, the OpenScape platform, or both platforms?	
100	Is caller information from the Inform/Enweisen CRM system currently displayed to the agent via an agent desktop from the ACD platform or via a screen from the CRM system?	
101	What interface is currently used to access the CRM system? Will a web service interface be provided?	
102	In addition to Unemployment Compensation and Department of Revenue, who is the third tenant on the OpenScape platform?	
103	What type of connectivity to the SQL database is used for the Department of Health IVR that performs WIC checks? Will a web service interface be provided by the Commonwealth for this interaction?	

104	Do the Department of Health and Department of Revenue IVR applications described in Section IV-3 E utilize speech recognition or only touchtone input?	
105	Appendix E lists 73 call centers but Section IV-2 A of the RFP document describes 94 call centers using the VCC service and 3 call centers using the OpenScape service. Are there an additional 24 call centers not listed, or are those centers contained within the ones that are listed?	
106	Which of the call centers listed in Appendix E currently use the VCC service and which currently use the OpenScape service?	
107	Which of the call centers listed in Appendix E comprise the Department of Human Services agents that will be the focus of the initial conversion?	
108	What is the average wait-in-queue time, agent talk time and after-call work time for the call centers specified in Appendix E? Do any of these call centers deviate significantly from the overall average?	
109	Approximately what percentage of the monthly calls listed in Appendix E using local telephone numbers for access versus Toll-Free numbers?	
110	Can you define the "Administrative Support" referenced on this tab?	
111	How should respondees list fixed monthly costs for network services (required for connectivity) that do not vary based on the exact number of agents using the service?	
112	Does "recording of interactions" refer only to audio recording or is recording of agent desktop screens also required?	
113	This appendix appears to be incomplete. Can you provide the complete document?	

114	This appendix appears to be incomplete. Can you provide the complete document?
115	This appendix appears to be incomplete. Can you provide the complete document?
116	This appendix appears to be incomplete. Can you provide the complete document?
117	In section II-8 of the RFP - Objections and Additions to IT Contract Terms and Conditions, the State is requesting the Offeror to submit terms and conditions that they would like to negotiate and what additional terms and conditions the Offeror would like to add to the IT Contract Terms and Conditions. The State also states: The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for Appendix A, IT Contract Terms and Conditions. The State then indicates the Issuing Office will reject any proposal conditioned on the negotiations of the terms and conditions. Please advise: - If the State will accept proposals that indicate sections of Appendix A, IT Contract Terms and Conditions that the Offeror is taking exception to or requesting negotiations on, or is providing additional terms and conditions. - If the State will accept a proposal indicating exceptions or clarifications to any other provision of the RFP

#	
118	The RFP States: The scope of this project comprises all current and future contact centers in use by the Commonwealth. The initial conversion effort will focus on the Department of Human Services (DHS), transitioning from its current platform(s) to the selected Offeror's system. DHS comprises approximately half of Commonwealth contact center seats. Other Commonwealth agencies will transition when convenient for their business. Based on this statement, we would like clarification on how we shall compute the committed number of seats for DHS in order to accurately forecast the revenue threshold towards the Small Diverse Business Participation Percentage. For example: do we base to total contract value for the SDB calculations on only the DHS contact center number of seats or do we base it on the OVERALL number of seats, given that there is no timeframe commitment when the other Commonwealth agencies will transition. We need this information to accurately meet the significant subcontracting commitment minimum of 5% of the total contract value.
119	If our solution does not require the use of a partner do we still forfeit the points under the 20% SDB participation?
120	Does re-selling cloud services contribute to the percentage of work performed for an SDBE?
121	Are points allocated to a Small Business (SB) if they serve as the Prime contractor or are points only allocated for Small Diverse Businesses?
122	I was wondering if you could provide an additional information to this project. I was curious if this has already been given funding. If so, from what source? Will funding information or budget details be addressed and documented in the q and a document?

123	For the Pre-proposal Conference, is there a dial-in number associated with the conference or must it be attended in person? Is there an agenda for the conference?
124	The Proposal Cover letter requires an Offeror SAP/SRM Vendor Number. How should we go about obtaining this? Will you kindly provide direction?
125	Can we modify / add entries to the Cost Matrix spreadsheet?

Date:	12/08/2015
Subject:	OA RFP Enterprise Contact Center Services
Solicitation Number:	6100035614
Solicitation Due Date:	01/08/2016 at 1:00 PM
Addendum Number:	1

To All Offerors/Bidders:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specification, or instruction of a procurement solicitation (e.g. Invitation for Bids, Request for Quotes and Request for Proposals).

This addendum is intended to inform suppliers that the Pre-Proposal Conference documents outlined below have been posted to eMarketplace in http://www.emarketplace.state.pa.us

- Pre-Proposal Conference Sign In Sheet with Business Cards
- Pre-Proposal Conference Presentation
- Pre-Proposal Conference Drafted Questions Handout – This handout is for informational purposes only to let the supplier community see what questions the Commonwealth has received. The official Questions and Answers will be posted in a future Addendum no later than December 10, 2015 at 3:00 PM.
- On the Calendar of Events the Solicitation Due Date of December 17, 2015 at 1:00 PM is hereby extended to January 8, 2016 at 1:00 PM.
- On the Calendar of Events and section I-19. Best and Final Offers the tentative schedule for oral presentations the week of January 11, 2016 and January 18, 2016 is hereby extended to the week of February 8, 2016.

For Solicitation where a "hard copy" (vs. electronic) response if requested:
- If you 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:

<div align="center">

Barbara Booher, Bureau of IT Procurement
c/o Commonwealth Mail Processing Center
2 Technology Park (rear)
Attn: IT Procurement 506 Finance
Harrisburg, PA 17110-0400

</div>

Except as amended by this Addendum, the terms, conditions, specification, and instruction of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Barbara Booher
Title: Commodity Specialist
Phone: 717-346-4294
Email: RA-OITPurchases@pa.gov

Pre-Proposal Conference for RFP

Enterprise Contact Center Services

RFP 6100035614

Issuing Officer: Barbara Booher

Office of Administration,

Bureau of IT Procurement Services

December 7, 2015 @ 10:00 AM

Agenda

- Housekeeping

- Introductions

- Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)

- Project Background

- Proposal Requirements

- Questions Submitted

- Additional Questions

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Housekeeping

- In the event of a fire drill:
  - ➢ Exit the room to the rear, continue down the hall and exit through the stairwell. On the ground floor, exit the building and assemble near the flag poles.

- Restrooms:
  - ➢ Located outside of the room to your left.

- Sign attendance register

- Provide business card

- Sign-in sheet will be posted to e-Marketplace

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Introductions

Commonwealth Representatives:

- Office for Information Technology
  - ➢ Barbara Booher, Issuing Officer

- Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)
  - ➢ Curtis Burwell, Contract Compliance Officer

- Office of Administration
  - ➢ Kevin Paul, Project Manager

Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)

Curtis Burwell

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Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)

Program designed to encourage participation of Small Diverse Businesses (SDB) in state contracting

➢ A Small Diverse Business is a DGS-verified minority-owned business, woman-owned business, veteran-owned business or service-disabled veteran-owned business.

➢ A small business is a business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns less than 7 million in gross annual revenues for building design, $20 million in gross annual revenues for sales and services and $25 million in gross annual revenues for those businesses in the information technology sales or service business.

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Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)

To receive credit for being a Small Diverse Business or for subcontracting with a Small Diverse Business (including purchasing supplies and/or services through a purchase agreement), a Offeror must include proof of Small Diverse Business qualification in the Small Diverse Business participation submittal of the proposal, as indicated in section II of the RFP.

➢ Photocopy of its DGS issued certificate entitled "Notice of Small Business Self-Certification and Small Diverse Business Verification" indicating its diverse status

➢ Small Diverse Business(es) must be named including address and phone

➢ Letter of intent that specifies the type of goods or services the small diverse business will provide along with percentage of commitment

➢ All Offerors must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be preformed by the Offeror and not by subcontractors and suppliers

➢ All Offerors must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Small Diverse business as subcontractors

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

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DEPARTMENT OF GENERAL SERVICES

The Department is pleased to announce that

AGENCY GUEST ACCOUNT

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

BUSINESS TYPE(s): **Construction Contractor, Construction Supplier, Design, Procurement Services, Procurement Goods, Information Technology**

CERTIFICATION NUMBER: **336949-2012-07-SB-MWBE**

ISSUE DATE: 07/15/2012   EXPIRATION DATE: 07/16/2015

RECERTIFIED DATE: 7/16/2014

Sheri Phillips, Secretary
Department of General Services
Commonwealth of Pennsylvania

8

SMALL DIVERSE BUSINESS
LETTER OF INTENT

[DATE]

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

Dear [SDB Contact Name]:

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

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

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

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

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

Sincerely,   Acknowledged,

Offeror Name   SDB Name
Title   Title
Company   Company
Phone number   Phone number

9

Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)

Contact Information

Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)

Mr. Curtis Burwell

Contract Compliance Officer

Telephone: (717) 787-4834

E-Mail: cburwell@pa.gov

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Project Background

Objectives

- Procure an industry leading cloud based, multi-tenant, multi-channel, interactive contact center platform and comprehensive solution that will scale and adapt to the diverse needs of the state government staff and the public it will serve.

- Empower customers and contact center staff through comprehensive feature sets, that enables the Commonwealth to respond faster and more effectively and increase customer service.

- Scalable platform to meet the Commonwealth's business and fluctuating needs of its citizens with the ability to handle the increased call volumes due to emergencies or other major events.

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Project Background

End Result

- Common platform to support all Contact Center Services (Interactive Voice Routing (IVR), Call Recording, Workforce Management, Predictive Dialer, Reporting, etc.)

- Service Level Agreements (SLA's) to support agency needs.

- High availability

- Scalability

- Self managed or vendor managed options

- Competitive pricing to support dynamic call center size

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Background Information

- Immediate need to support Department of Human Services

- Minimize transition impact to agencies

- Align with ITIL processes

- Telecom end point agnostic

- Sensitive to capital investment of anchor tenants on Contact Center Solution.

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Proposal Structure

- Proposal is divided into the following three parts that must be submitted in separate individual sealed envelopes:

  - ➢ Technical Submittal = **50%** of total points

  - ➢ Cost Submittal = **30%** of total points

  - ➢ Small Diverse Business (SDB) Submittal = **20%** of total points

- Bonus Points:

  - ➢ Domestic Workforce Utilization = maximum available **3%** [Appendix J]

Proposal Structure

- To minimize delays in proposal evaluation and to avoid rejection of your proposal, read the RFP carefully and submit a complete proposal.

- Follow as completely as possible the proposal format given in Part II of the RFP; this will aid the evaluation process.

- The evaluation will be based on what is submitted.

- Provide as much detail as possible in response to all requirements in the RFP.

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Proposal Requirements

- Each Offeror must provide the following: [Section I-12 Proposals, pg. 3]

  - ➤ Seventeen (17) paper copies of the Technical Submittal

  - ➤ Two (2) paper copies of the Cost Submittal

  - ➤ Two (2) paper copies of the Small Diverse Business (SDB) Submittal

  - ➤ Two (2) complete and exact copies of the entire proposal (Technical, Cost and SDB Submittals, along with all requested documents) on CD-ROM or Flash drive in Microsoft Office or compatible format.

Proposal Requirements Continued

- Mandatory Responsiveness Requirements (Section III-1)
  - ➤ Timely received from an Offeror
  - ➤ Properly Signed by the Offeror

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Proposal Requirements Continued

- Additional Proposal Requirements
  - ➢ Signed by an official representative to bind the company to a contract. Appendix **C**, Proposal Cover Sheet must be submitted in order for the proposal to be considered responsive.
  - ➢ The proposal must consist of three (3) separately sealed submittals:
    - Technical Submittal
    - Cost Submittal
    - Small Diverse Business Submittal
    - Submit proposals as outlined and referenced in Part II Proposal Requirements.
    - The total score for the technical submittal must be greater than or equal to 70% of the available technical points to advance.
    - **Do not** include any cost information in your technical submittal. If your proposal includes cost information, it shall be deemed non-responsive.

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Proposal Requirements Continued

- ➢ **Do not** include any assumptions in your cost submittal. [Appendix I, Cost Matrix]

- ➢ Submit proposal, including the cost proposal, on the basis of the terms and conditions set out in Appendix A.

- ➢ If the proposal is contingent on negotiations of terms and conditions, your proposal may be deemed non-responsive.

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Proposal Requirements Continued

- **ADDRESS PACKAGES PROPERLY**
  - ➢ Reference Calendar of Events, pg. iv.
    - **Note**: All proposals must be received by the Commonwealth Mail Processing Center. If the proposals are delivered directly to 506 Finance Building, your proposal may be deemed non-responsive.
  - ➢ Include RFP Number – 6100035614
  - ➢ Number Multiple Packages (i.e. 1 of 3, 2 of 3, etc.)
  - ➢ Must be Sealed
  - ➢ Allow time for delivery

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Calendar of Events

Answers to Potential Offeror questions posted to the DGS website (http://www.emarketplace.state.pa.us) no later than this date.	Issuing Office	Thursday, December 10, 2015 at 3:00 PM
Please monitor the DGS website for all communications regarding the RFP.	Potential Offerors	Ongoing
Sealed proposal must be received by the Issuing Office at: **Barbara Booher, Bureau of IT Procurement** **c/o Commonwealth Mail Processing Center** **2 Technology Park (rear)** **Attn: IT Procurement 506 Finance** **Harrisburg PA 17110** **Note:** Hand-delivered proposals must be delivered to the address set forth in the Calendar of Events and must be time and date stamped by the facility receiving the proposals. Proposals may only be hand-delivered between 6:15 a.m. and 2:15 p.m., Monday through Friday, excluding Commonwealth holidays.	Offerors	Friday, January 8, 2016 at 1:00 PM

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Calendar of Events Continued

Tentative schedule for oral presentations as set forth in **Section I-19**. The Issuing Office will notify Offerors selected to conduct oral presentations.	Offerors	TENTATIVE: Week of February 8, 2016

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Proposal Delivery Address

Sealed proposal must be received on or before **Friday**, **January 8, 2016**, by **1:00 PM** to the Issuing Office at the following address:

Barbara Booher, Bureau of IT Procurement
c/o Commonwealth Mail Processing Center
2 Technology Park (rear)
Attn: IT Procurement 506 Finance
Harrisburg, PA 17110

Note: Hand-delivered proposals must be delivered to **Commonwealth Mail Processing Center, 2 Technology Park (rear)**, and must be time and date stamped by the facility receiving the proposals. Proposals may only be hand-delivered between 6:15 a.m. and 2:15 p.m., Monday through Friday, excluding Commonwealth holidays. The Issuing Office will not accept proposals that are hand delivered to 506 Finance Building.

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Questions & Answers (Q&A)

- **Questions**

  - ➤ All additional questions must be written on the Q&A sheets provided.

  - ➤ All Q&A will be posted to the DGS PA e-Marketplace website:

    http://www.emarketplace.state.pa.us

  - ➤ **The Q&A final document will become official when posted to the DGS PA e-Marketplace website.**

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Thank you for attending today's pre-proposal conference.

	PRINT NAME & INITIAL	COMPANY	PHONE NUMBER	EMAIL ADDRESS
1	Jim Harding RH	Hewlett Packard Enterprise	717. 547-7252	jim.harding@hpe.com
2	Zack Kirsch mr	Avaya	717-497-1151	zkirsch@avaya.com
3	Carl Skib	APUS	717-730-1000	cskib@apus.com
4	Chris DeMuro	Verizon	973-601-7175	
5	Chris Sidwell	Cisco Solutions	716 356 1722	chsidwell@cisco-solutions.com
6	Chris Sidwell		607-765-7851	chsidwell@cisco-solutions.com
7	Laura Getner	Enghouse	607-765-7851	
8				
9	Kevin Miller WBE	PCN	215-518-5703	Kurt - MK Cirt
10	MB Beyar	Five9	732-267-1104	marybeth.beyar@five9.com
11	Rick Getz	Comcast	717 653 1993	
12	Bob Ranowski	Comcast	717-653-19-2	Bob.Ranowski@comp.com
13	Brad Fitzpatrick	bbus	717.547-2465	Bfitzpatrick@bbus.com
14	Michael Zurat HSD	CognoSante	202-549-2222	Michael.zurat@cognosante.com

	PRINT NAME & INITIAL	COMPANY	PHONE NUMBER	EMAIL ADDRESS
15	Don Seidel	Re	717 884 7117	dseidel@rgus.com
16	Angela Garland	Acclaim Systems	717-441-0846	agarland@acclaim...
17	Al Paninaro	Level 3	610 570-4023	alpainaro@level3.com
18	Ken Larscent	NUNT	800 947-7610	klarscent@nunit.com
19	JEFF WAAG	AEC GROUP	412-206-2118	jwaag@aecgroup.com
20	Kevin McNally	Dimension Data	905 645-7294	kevin.mcnally@dimensiondata...
21	Chuck Yakovich	Tele Tech	215-880-8207	chuck.yakovich@teletech.com
22				
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25				
26				
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Office of Administration Enterprise Contact Center Services

RFP 6100035614

Pre-Proposal Conference, December 7, 2015 @ 10:00 AM

SUPPLIER SIGN IN SHEET

	PRINT NAME & INITIAL	COMPANY	PHONE NUMBER	EMAIL ADDRESS
29	Keith Beers	KPMG	717 519 5896	keithbeers@kpmg.com
30	Robert DeNault	NWN Corp.	610-888-0758	rdenault@nwnit.com
31	Bill Sten	Cisco Systems	484-989-3444	bistin@cisco.com
32	Don Mulvily	cor	484-793-4853	donmulvily@cor.com
33	Barry Pearson	w Context	609-715-5131	Barry.Pearson@w.context.com
34	Matthew Gotthardt	iOContact	301-360-3318	Matthew.Gotthardt@iOContact.com
35	Phil Hougan	Lumify	610-393-3846	Phil.Hougan@lumify.com
36	Chris J. Caple	Virago	717 777 3160	chris.caple@virago.com
37	Filmore Scott	Verizon	717-884-3700	Filmore.Scott@Verizon.com
38	Tom Boylan	Unify	610 373 3806	Thomas.Boylan@Unify.com
39	PABLO ADAM	AT&T	717 526 5426	PA3642@ATT.com
40	John Teamores	AT&T	970 750 7674	JT2575@ATT.com
41	John Smith	IMC	717-266-9850	john.smith@imc.com
42	Meghan Johnson	Voltaella	805 996 9239	meghan.johnson@voltaella.com

	PRINT NAME & INITIAL	COMPANY	PHONE NUMBER	EMAIL ADDRESS
43	Bob Todd TG	Randstad	717-919-4741	robert.todd@randstad...
44				
45	Cyndi Montgomery	Level 3	570-242-1391	Cyndi.Montgomery @... level 3 com
46	Michael Zaidi	Level 3	717 443535	Michael.Zaidi@level3.com
47	Steve Stoner	Bryn Mawr Hiawco	717-265-6360	SStoner@ BrynMawr HiawCo
48	Sean Troy	Alc Group	412 206 2140	Stroy@algroup.com
49	Vivian Pisciotta	Division MA	732 966 3826	Vivian.Pisciotta @...
50	Carla Weck	Monolith Inc	719-214-8000	Cweck@monolith-inc.com
51				
52				
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Business Cards

Hewlett Packard Enterprise

Jim Harding
Project Manager
State & Local Business Development

1250 Camp Hill Bypass
Suite 100, MS 1-200
Camp Hill, Pennsylvania 17011
T 717 547 7852
M 717 649 0523
jim.harding@hpe.com
hpe.com

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Bradley D. Filipovich
Account Executive

ePlus Technology, Inc.
4660 Trindle Road
Suite 101
Camp Hill, PA 17011

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Cell: (717) 599-2905
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NASDAQ: PLUS
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"Customer Satisfaction is our Service"

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Director, Solution Architects
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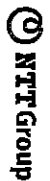
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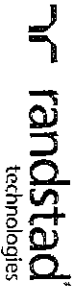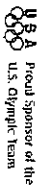
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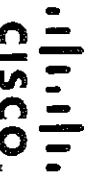
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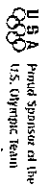
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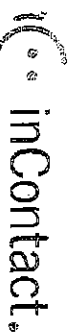
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Enterprise Contact
Center Services
RFP 6100035614

Question #	Question	Answer
1	Have reviewed the RFP and requesting a 30 day extension. The due date of December 17th, 2015 only provides us a few weeks to respond and we are also losing time for Thanksgiving holiday. We want to provide the most comprehensive and value driven response as possible to the Commonwealth of Pennsylvania. We appreciate your consideration with reviewing our request.	

2	Received your Enterprise Contact Services Request for proposal (610035614). We strongly believe that our solution will meet the needs of your contact centers as expressed within the RFP document. We would like to request that exception and/or agreement to the IT Terms and Conditions as documented in Appendix A of the RFP and all other terms and conditions contained in the RFP be done upon contract award. Upon general review, the standard documents supplied do not directly apply to the solution being sought nor proposed. If awarded this bid then the parties will work together to negotiate a mutually agreeable final agreement based on our standard master service agreement, to include any non-conflicting terms proposed in the Office for Information Technology, Bureau of IT Procurement's Contract Terms & Conditions document. We think this is a fair position and process, as all elements and requirements of an integration of this nature are not disclosed in the RFP process. In addition, we would like to request an extension for the due date of the submission. Due to the holiday and time necessary for shipping the bid package we respectfully request an extension until December 23, 2015 to prepare our response. This will help ensure that we respond to each part of the RFP with as much detail as possible thereby allowing you to make an informed decision when selecting your contact center solution.	
3	We understand that currently there is a Cisco IVR installed in PA-OIT. Would it be possible for all interested parties to see a diagram of the existing infrastructure in an effort to put the most technically sound Cloud solution together while remaining cost effective.	

4	Please clarify "the proposed solution shall have the ability to easily move agents between tenants". Will agents move from one agency to another or is this move within the same agency.
5	Regarding the ability for agents to add free form text or notes, what is the amount of text (number of characters) that is desired?
6	How is SSO achieved today? Does this mean that users are only required to login once to gain access to all of their authorized applications?
7	Please explain the method and process for integration to the Commonwealth's Service Now IT Service Management tool.
8	The cost matrix does not include pricing for email, chat, social media, or SMS. How should that be provided?
9	Would the commonwealth please provide examples of call flows that are currently being used by the agencies?
10	This section states that at the time of contract award, the Department of Health will have deployed an IVR for callers to check information for WIC. In addition this section describes 7 Department of Revenue IVR applications. Section 10.0 of the ECCS Requirements document describes requirement for the Offeror to provision a new IVR for the call center. Can you please clarify? Is the state looking for a new IVR in addition to the integration of existing IVRs? Who will be responsible for any modifications to the existing IVR applications required for integration to the new contact center?

11	Who currently provides the premise base call recording solution for the existing contact centers? Will this system continue to be used once the new solution is deployed? If so, how do you envision the new contact center recording solution to work with the existing recording solution? What is the Commonwealth's retention policy for call recordings?
12	Please clarify. What data would be transmitted? Are you requiring the new contact center solution to transmit call recordings it captures to a specific agency location via FTP/SFTP?
13	The selected Offeror shall provide the ability for an administrator or supervisors to view dashboards and call reporting for multiple contact centers simultaneously. Please define the roles and responsibilities required as it pertains to employees of the commonwealth and the solution provider. Are Move Adds and Changes (MACs) the responsibility of the service provider?
14	The selected Offeror shall provide Line of Business reporting, in a readable format that should included daily, weekly, monthly, and yearly metrics based on the types of issues that are being handled by its help desk. Please provide details on what is meant by Line of Business reporting.
15	The selected Offeror shall provide comprehensive technological solution that includes, but is not limited to, automatic speech recognition, management of high call volume, outbound dialing campaigns, interactive voice response, advanced call routing based upon automatic number identification (ANI), dialed number identification service (DNIS), geographic location and customer inputs. How should Speech Recognition be incorporated into the Pricing proposal?

16	Please explain in detail how to complete the Single Sign on Worksheet and the three items. How does this pertain to the individual agencies?
17	Sealed proposal must be received by the Issuing Office by Thursday, December 17, 2015 1:00 PM. Would the commonwealth grant an extension to the due date?
18	Request an extension on the date this RFP is due. Currently this proposal is due on 12.17.2015 and in order for us to provide a comprehensive and thorough response to this proposal we requests for this RFP to be extended to after the holiday's?
19	Is the request for this RFP to deploy only Department of Human Services (DHS)? Can we assume that subsequent departments will transitioned at a later date and as a separate project?
20	What is the scope of the DHS Contact Center Requirements? Please provide details on the following: - Please list all DHS locations - # of Business Units in DHS - # of unique Call Flows (provide any call flows if possible) - # of unique Skills - Quantity and description of any self-service/IVRs provided by DHS (please include descriptions of any backend systems that DHS integrates with and what info is captured from the customer)

21	What is the scope of the DHS IPT Telephony Requirements? Please provide details on the following: - Please list all DHS admin phone-only locations. - # of admin phone-only users. - Do they require their own DID and voicemail - # of auto attendants / phone directories - Will your admin users leverage hard phones or transition to softphones?
22	Please provide details and example of what constitutes an "instance". Describe the delineation between tenants?
23	Is the requested professional services resource meant to be "On-Demand" or "On-Request" (ad-hoc)?
24	Do you require screen capture? If yes, what percentage of DHS users? What is the retention requirements (how many years of storage)?
25	Does DHS/Common Wealth have a standard of encryption for data being pulled to populate the screen pop that must be followed? If so, please list standards.
26	Please provide PEAK estimates for the following DHS Contact Center parameters for the IVR, Contact Center and ASR and TTS applications. - Call volumes per month - Average handle times (AHT) - Average After Call Work - Average Time Spent in the IVR
27	Please provide the number of campaigns to configure for the initial deployment.
28	Please identify the number of self-serve IVR applications for the initial deployment of DHS. Please provide any IVR call flows if feasible.

#	
29	Please define basic to enhanced system feature package, agent feature package set, supervisor feature package set, and administrator feature package.
30	Please clarify the specific Help Desk that is being referenced.
31	Please define "contract participant". Does this RFP also include the DLI Enghouse IVR used for UC continued Claims?
32	SLAs 1,2 are functionally redundant in that a single event may qualify as a failure for both SLAs, and both SLAs have the same credit structure. Does the Commonwealth expect that both SLAs will qualify for credits in a single month? Or does the Commonwealth expect that whichever SLA metric results in the higher credit will apply (as is the case with the SLAs in the current Contract)?
33	SLA 2 references: "….degraded below the benchmark established during user acceptance testing." Please elaborate on what constitutes the "user benchmark" standards?
34	SLAs 3, 4 – The formula calculation references "Severity Level" in the numerator of the formula, yet the Definition Inclusion states "ALL" events, it does not specify by Severity. Could you please clarify?
35	SLAs 3, 4 are functionally redundant in that a single event may qualify as a failure for both SLAs and both SLAs have the same credit structure. Does the Commonwealth expect that both SLAs will qualify for credits in a single month? Or does the Commonwealth expect that whichever SLA metric results in the higher credit will apply (as is the case with the SLAs in the current Contract)?
36	What functions does the Commonwealth want vendors to integrate to SAP?

37	Please provide technical specifications for the interfaces listed in Section 5 that a vendor must integrate with.
38	Please describe how the Offeror is anticipated to "use the Commonwealth's ITSM system, currently Service Now."
39	Please clarify what systems will be sending tickets and chat to the Offeror.
40	Can the Commonwealth detail the three independent non integrated systems? (Is that Unify's OSCC, VZ Web Center, and VZ VCC, or something else?)
41	Can the Commonwealth describe what voice transport mechanism is in use for these 94 instances? I.e., are they also on Penn Connect?
42	Can you provide clarification as to what is an "instance function"? We see that Total # of CC Instance Functions seems to be a mutually defined term after award, but before acceptance but want to understand intent regarding SLA calculations.
43	How does one "Earn Back" and is the charge something that is effective on a 12-month basis, or something earned back on the next months performance?
44	In all scenarios and call centers, do supervisors also act as call type taking agents? If no, what is the percentage breakdown?
45	The totals (excel calculations) do not include the bottom two lines /counts, is this an error, or is there a reason the bottom two lines are omitted?
46	Can you please provide - per call center queue: 1. time spent in routing the call, 2. length of recordings / messages in queue, and 3. total average time a caller waits in queue?

47	Can you please provide detail on supervisors - per call center: Is a supervisor logged in 100% of the time, or only occasionally to schedule historical reports? Do supervisors only monitor agents calls (silent monitor) for coaching?
48	The Average and Max call lengths are identical for all DOR call centers; is this an error?
49	Please confirm that only call centers with call volumes listed require recording and whether recording required should be 100% of calls, a random % of calls, or on-demand per call center?
50	Please provide the retention period for recordings per call center.
51	Call Centers and call volumes for recording differ from those shown in Appendix E for call volumes. Is this an error? Do all call centers require recording? DOR call center is listed for recording, but is not on Appendix E for call center requirement; is this an error?
52	The proposed solution shall have the ability for a "phone only" log in for agents. Please detail what is the desired purpose of this?
53	The selected Offeror shall provide voicemail capabilities through the contact center where callers can leave a message and if be delivered as an interaction or delivered to an email address. How many call centers require this capability?
54	Which call centers require WFM?
55	Please provide more detail on speech recognition optional feature request - what is being requested and within which call centers?
56	Please provide detail on the type of campaigns, number of, volumes, how campaign is originated, etc.

57	We would respectfully request a 30-day extension to the proposal due date.	
58	If an agency is listed without call volumes or not listed in this appendix, do they require recording?	
59	May an extension be granted?	
60	Given the scope and magnitude of this project, would it be possible to grant a second round of questions?	
61	As a signatory to the ISO 14001 environmental management standard, our organization follows the standard's guidelines to reduce any negative impact from our workplace activities on the environment. As part of our alignment with the standard, we make every effort to limit the number of printed materials we generate. Would the Commonwealth consider accepting only electronic copies of the RFI response?	
62	Will the Commonwealth make a single-award or will this be a multi-award contract?	
63	What percentage of agents are blended and of those that are blended, which channels are they managing?	
64	What is the percentage breakdown of agents currently using the following channels: inbound voice, outbound voice, instant messaging (chat), email and social media? If a channel is not currently utilized, please include the desired percentage.	
65	What is the Commonwealth's expected phase roll-out time limit of features and functionality for DHS and beyond?	
66	Can the Commonwealth define what "Administrative Support" is?	
67	Please provide the average hold time and average talk time for callers/agents.	

68	Does PA have preferred approaches for accommodating impaired agents or supervisors?	
69	Does this mean the agent is only logged in for voice calls, or that they are logged into the ACD without going into the call queue?	
70	How many local and toll-free numbers?	
71	We are reading this as there is a need for segregation for each center (individual tenants) and the ability to see all centers as a whole from a higher lever for management across contact centers. Is that correct?	
72	Is PA looking for recording of voice only, or also screen recording? If screen recording is included, is that also 100% capture?	
73	Does the Commonwealth currently use Speech Analytics, WFO or WFM? If so, in what capacity (percentages) is it used and who is the solution provider for each?	
74	What level of integration is needed here? More detail would be helpful.	
75	In what capacity is predictive dialing used today?	
76	Would PCI Level 1 v3.1 certification and SOC2 audit be acceptable in lieu of IRS-1075?	
77	Current Vendor Pains and Issues: Why are you looking to move off of your current InContact SaaS platform? Current Openscape On Premise Platform.	
78	What 3 Key areas of improvement looking to gain from a consolidated cloud solution?	
79	What are your 3 biggest challenges with your current solution/s?	

80	How do these challenges impact your business?
81	Why not just deploy InContact to your larger call centers?
82	What advisory firm/s has the state engaged to determine the scope/requirements of this project?
83	What advisory firm/s has the state engaged to create this RFP?
84	Is the ECCS project budget been allocated? If so, how was the budget determined?
85	What is the ECCS project timeline: Purchase date/ Start Deployment date/ Go-live date?
86	How many front office applications has the State of PA-OIT deployed in the cloud?
87	How many back office applications has the State of PA-OIT deployed in the cloud?
88	Will the State of PA consider only TrueCloud solutions or will hosting vendors be considered as well?
89	Are your agents using PC's or MAC's?
90	What percentage of your agents work from home if any?
91	Can we have get a copy of your IVR Call Flows?
92	Can you describe the level and detail of the integration requirements to SAP and Inform. What data is being exchanged? One direction or bi-directional?
93	How many administrator licenses would be required to administer all of the call centers?

94	Where in the response package should we place Appendix L, "ECCS Requirements Matrix"? This appendix requires a response for each requirement but it is not mentioned in Part II, "Proposal Requirements".
95	Should the proposed solution provide SIP trunking between the contact center service platform and the Penn Connect IPT VoIP infrastructure to support tenants who currently utilize that IPT Platform for agent dial tone?
96	To what Session Border Controller (make/model and version) would the SIP trunks connect?
97	How is dial tone provided to agents who currently use the Virtual Contact Center (VCC) solution?
98	Is there a preference for any particular method of providing connectivity between the contact center service platform and those agents who currently use the Virtual Contact Center (VCC) solution?
99	Do the DHS agents who will be the focus of the initial conversion currently use the VCC platform, the OpenScape platform, or both platforms?
100	Is caller information from the Inform/Enwejsen CRM system currently displayed to the agent via an agent desktop from the ACD platform or via a screen from the CRM system?
101	What interface is currently used to access the CRM system? Will a web service interface be provided?
102	In addition to Unemployment Compensation and Department of Revenue, who is the third tenant on the OpenScape platform?
103	What type of connectivity to the SQL database is used for the Department of Health IVR that performs WIC checks? Will a web service interface be provided by the Commonwealth for this interaction?

104	Do the Department of Health and Department of Revenue IVR applications described in Section IV-3 E utilize speech recognition or only touchtone input?	
105	Appendix E lists 73 call centers but Section IV-2 A of the RFP document describes 94 call centers using the VCC service and 3 call centers using the OpenScape service. Are there an additional 24 call centers not listed, or are those centers contained within the ones that are listed?	
106	Which of the call centers listed in Appendix E currently use the VCC service and which currently use the OpenScape service?	
107	Which of the call centers listed in Appendix E comprise the Department of Human Services agents that will be the focus of the initial conversion?	
108	What is the average wait-in-queue time, agent talk time and after-call work time for the call centers specified in Appendix E? Do any of these call centers deviate significantly from the overall average?	
109	Approximately what percentage of the monthly calls listed in Appendix E using local telephone numbers for access versus Toll-Free numbers?	
110	Can you define the "Administrative Support" referenced on this tab?	
111	How should respondees list fixed monthly costs for network services (required for connectivity) that do not vary based on the exact number of agents using the service?	
112	Does "recording of interactions" refer only to audio recording or is recording of agent desktop screens also required?	
113	This appendix appears to be incomplete. Can you provide the complete document?	

114	This appendix appears to be incomplete. Can you provide the complete document?
115	This appendix appears to be incomplete. Can you provide the complete document?
116	This appendix appears to be incomplete. Can you provide the complete document?
117	In section II-8 of the RFP - Objections and Additions to IT Contract Terms and Conditions, the State is requesting the Offeror to submit terms and conditions that they would like to negotiate and what additional terms and conditions the Offeror would like to add to the IT Contract Terms and Conditions.

The State also states: The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for Appendix A, IT Contract Terms and Conditions. The State then indicates the Issuing Office will reject any proposal conditioned on the negotiations of the terms and conditions.

Please advise:

- If the State will accept proposals that indicate sections of Appendix A, IT Contract Terms and Conditions that the Offeror is taking exception to or requesting negotiations on, or is providing additional terms and conditions.

- If the State will accept a proposal indicating exceptions or clarifications to any other provision of the RFP |

118	The RFP States: The scope of this project comprises all current and future contact centers in use by the Commonwealth. The initial conversion effort will focus on the Department of Human Services (DHS), transitioning from its current platform(s) to the selected Offeror's system. DHS comprises approximately half of Commonwealth contact center seats. Other Commonwealth agencies will transition when convenient for their business. Based on this statement, we would like clarification on how we shall compute the committed number of seats for DHS in order to accurately forecast the revenue threshold towards the Small Diverse Business Participation Percentage. For example: do we base to total contract value for the SDB calculations on only the DHS contact center number of seats, or do we base it on the OVERALL number of seats, given that there is no timeframe commitment when the other Commonwealth agencies will transition. We need this information to accurately meet the significant subcontracting commitment minimum of 5% of the total contract value.
119	If our solution does not require the use of a partner do we still forfeit the points under the 20% SDB participation?
120	Does re-selling cloud services contribute to the percentage of work performed for an SDBE?
121	Are points allocated to a Small Business (SB) if they serve as the Prime contractor or are points only allocated for Small Diverse Businesses?
122	I was wondering if you could provide an additional information to this project. I was curious if this has already been given funding. If so, from what source? Will funding information or budget details be addressed and documented in the q and a document?

123	For the Pre-proposal Conference, is there a dial-in number associated with the conference or must it be attended in person? Is there an agenda for the conference?	
124	The Proposal Cover letter requires an Offeror SAP/SRM Vendor Number. How should we go about obtaining this? Will you kindly provide direction?	
125	Can we modify / add entries to the Cost Matrix spreadsheet?	

Date: 12/09/2015

Subject: OA RFP Enterprise Contact Center Services

Solicitation Number: 6100035614

Solicitation Due Date: 01/08/2016 at 1:00 PM

Addendum Number: 2

To All Offerors/Bidders:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specification, or instruction of a procurement solicitation (e.g. Invitation for Bids, Request for Quotes and Request for Proposals).

This addendum is for the following purpose:

On the Calendar of Events, Answers to Potential Offeror Questions Due Date of December 10, 2015 at 3:00 PM is hereby extended to December 14, 2015 at 12:00 PM.

For Solicitation where a "hard copy" (vs. electronic) response if requested:
- If you 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:

Barbara Booher, Bureau of IT Procurement
c/o Commonwealth Mail Processing Center
2 Technology Park (rear)
Attn: IT Procurement 506 Finance
Harrisburg, PA 17110-0400

Except as amended by this Addendum, the terms, conditions, specification, and instruction of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Barbara Booher

Title: Commodity Specialist

Phone: 717-346-4294

Email: RA-OITPurchases@pa.gov

Date:	12/14/2015
Subject:	OA RFP Enterprise Contact Center Services
Solicitation Number:	6100035614
Solicitation Due Date:	01/08/2016 at 1:00 PM
Addendum Number:	3

To All Offerors/Bidders:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specification, or instruction of a procurement solicitation (e.g. Invitation for Bids, Request for Quotes and Request for Proposals).

This addendum is for the following purpose:

On the Calendar of Events, Answers to Potential Offeror Questions Due Date of December 14, 2015 at 12:00 PM is hereby extended to December 15, 2015 at 4:00 PM.

For Solicitation where a "hard copy" (vs. electronic) response if requested:

- If you 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:

<div align="center">

Barbara Booher, Bureau of IT Procurement
c/o Commonwealth Mail Processing Center
2 Technology Park (rear)
Attn: IT Procurement 506 Finance
Harrisburg, PA 17110-0400

</div>

Except as amended by this Addendum, the terms, conditions, specification, and instruction of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Barbara Booher

Title: Commodity Specialist

Phone: 717-346-4294

Email: RA-OITPurchases@pa.gov

Date:	12/15/2015
Subject:	OA RFP Enterprise Contact Center Services
Solicitation Number:	6100035614
Solicitation Due Date:	01/08/2016 at 1:00 PM
Addendum Number:	4

To All Offerors/Bidders:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specification, or instruction of a procurement solicitation (e.g. Invitation for Bids, Request for Quotes and Request for Proposals).

This addendum is for the following purposes:

The Enterprise Contact Center Services RFP Questions and Answers have been posted to eMarketplace website at http://www.emarketplace.state.pa.us

Appendix A, IT Terms and Conditions – Updated Contract Scope 4 (c) with correct link for ITP.

The Enterprise Contact Center Services RFP Additional Questions and Answers posting due date is hereby extended to December 17, 2015 at 4:00 p.m.

For Solicitation where a "hard copy" (vs. electronic) response if requested:

- If you 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:

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Name: Barbara Booher
Title: Commodity Specialist
Phone: 717-346-4294
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Enterprise Contact Center Services RFP 6100035614		
Question #	**Question**	**Answer**
1	Have reviewed the RFP and requesting a 30 day extension. The due date of December 17th, 2015 only provides us a few weeks to respond and we are also losing time for Thanksgiving holiday. We want to provide the most comprehensive and value driven response as possible to the Commonwealth Of Pennsylvania. We appreciate your consideration with reviewing our request.	Addendum 1 extends the solicitation due date to 01/08/16. It can be viewed on the emarketplace website: http://www.emarketplace.state.pa.us

2	Received your Enterprise Contact Services Request for proposal (6100035614). We strongly believe that our solution will meet the needs of your contact centers as expressed within the RFP document. We would like to request that exception and/or agreement to the IT Terms and Conditions as documented in Appendix A of the RFP and all other terms and conditions contained in the RFP be done upon contract award. Upon general review, the standard documents supplied do not directly apply to the solution being sought nor proposed. If awarded this bid then the parties will work together to negotiate a mutually agreeable final agreement based on our standard master service agreement, to include any non-conflicting terms proposed in the Office for Information Technology, Bureau of IT Procurement's Contract Terms & Conditions document. We think this is a fair position and process, as all elements and requirements of an integration of this nature are not disclosed in the RFP process. In addition, we would like to request an extension for the due date of the submission. Due to the holiday and time necessary for shipping the bid package we respectfully request an extension until December 23, 2015 to prepare our response. This will help ensure that we respond to each part of the RFP with as much detail as possible thereby allowing you to make an informed decision when selecting your contact center solution.	Refer to Part II-8 of the RFP (II-8. Objections and Additions to IT Contract Terms and Conditions). Addendum 1 extends the solicitation due date to 01/08/16. It can be viewed on the emarketplace website: http://www.emarketplace.state.pa.us
3	We understand that currently there is a Cisco IVR installed in PA-OIT. Would it be possible for all interested parties to see a diagram of the existing infrastructure in an effort to put the most technically sound Cloud solution together while remaining cost effective.	The Commonwealth does not currently have a Cisco IVR. All applicable technologies are listed in this RFP.

4	Please clarify "the proposed solution shall have the ability to easily move agents between tenants". Will agents move from one agency to another or is this move within the same agency.	Agents will move both between agencies and within their own agency between different tenants.
5	Regarding the ability for agents to add free form text or notes, what is the amount of text (number of characters) that is desired?	Unlimited is the desired amount, if you are unable to accommodate this tell us the maximum characters.
6	How is SSO achieved today? Does this mean that users are only required to login once to gain access to all of their authorized applications?	From a Commonwealth perspective, SSO syncs with the Commonwealth Active Directory. This means users are able to log on once to the domain an have access to authorized applications.
7	Would the commonwealth please provide examples of call flows that are currently being used by the agencies?	The Commonwealth of PA currently uses in Contact VCC Studio version 15.2 and OSCC Version 8 R2 as administration and call flow building tool.
8	Please clarify. What data would be transmitted? Are you requiring the new contact center solution to transmit call recordings it captures to a specific agency location via FTP/SFTP?	Agencies may use FTP/ SFTP, web services, and database integration to transmit and receive contact center data such as, but not limited to interaction information (call time, abandon time, answer time) as well as recordings.

9	The selected Offeror shall provide the ability for an administrator or supervisors to view dashboards and call reporting for multiple contact centers simultaneously. Please define the roles and responsibilities required as it pertains to employees of the commonwealth and the solution provider. Are Move Adds and Changes (MACs) the responsibility of the service provider?	Administrators are defined as agency individuals who will handle the full administration of the contact center including all MACs and may handle multiple instances. Please refer to Section IV-3.A-2. Supervisors are defined as traditional contact center supervisors whose responsibilities include, but not limited to reporting, monitoring calls, and supervising agents.
10	The selected Offeror shall provide Line of Business reporting, in a readable format that should include daily, weekly, monthly, and yearly metrics based on the types of issues that are being handled by its help desk. Please provide details on what is meant by Line of Business reporting.	LoB is defined as any ticket/request opened against the provider's platform
11	Please explain in detail how to complete the Single Sign on Worksheet and the three items. How does this pertain to the individual agencies?	Bidders will determine the cost to provide each of the three capabilities listed on the Individual Agency Configuration tab of the cost matrix at a fixed cost for that deliverable. Each contact center will independently determine if the service will be purchased. The hours listed are for informational purposes only and will not be binding on the Commonwealth.
12	Sealed proposal must be received by the Issuing Office by Thursday, December 17, 2015 1:00 PM. Would the commonwealth grant an extension to the due date?	Addendum 1 extends the solicitation due date to 01/08/16. It can be viewed on the emarketplace website: http://www.emarketplace.state.pa.us

13	Request an extension on the date this RFP is due. Currently this proposal is due on 12.17.2015 and in order for us to provide a comprehensive and thorough response to this proposal we requests for this RFP to be extended to after the holiday's?	Addendum 1 extends the solicitation due date to 01/08/16. It can be viewed on the emarketplace website: http://www.emarketplace.state.pa.us
14	Is the request for this RFP to deploy only Department of Human Services (DHS)? Can we assume that subsequent departments will transitioned at a later date and as a separate project?	The initial conversion effort will focus on DHS. Other Commonwealth agencies will transition when convenient for their business or as existing solutions become untenable.
15	What is the scope of the DHS Contact Center Requirements? Please provide details on the following: - Please list all DHS locations - # of Business Units in DHS - # of unique Call Flows (provide any call flows if possible) - # of unique Skills - Quantity and description of any self-service IVRs provided by DHS (please include descriptions of any backend systems that DHS integrates with and what info is captured from the customer)	Information regarding individual contact centers are included in the appendices of the RFP. Location information is not provided as the solution requested is Cloud Based.
16	Please provide details and example of what constitutes an "instance". Describe the delineation between tenants?	The term instance and tenant can be used interchangeably.
17	Is the requested professional services resource meant to be "On-Demand" or "On-Request" (ad-hoc)?	By request.

18	Do you require screen capture? If yes, what percentage of DHS users? What is the retention requirements (how many years of storage)?	Screen captures are required as part of the recording solution. Retention is no less than 30 days, but maximum is determined by the agency on a contact center basis.
19	Please clarify the specific Help Desk that is being referenced. Please define "contract participant".	The Help Desk referenced is the selected Offerors Help Desk. Contract participant is any agency or entity that will utilize this contract.
20	Does this RFP also include the DLI Enghouse IVR used for UC continued Claims?	No
21	SLA 2 references: "….degraded below the benchmark established during user acceptance testing…" Please elaborate on what constitutes the "user benchmark" standards?	"User Benchmark" will be defined as the number of calls successfully routed to the staff and voicemail, as well as, the successful outgoing calls over all incoming and outgoing calls as averaged as a percentage during the system acceptance period. The agreed upon measure of the average performance of vendor provided services.
22	SLAs 3, 4 are functionally redundant in that a single event may qualify as a failure for both SLAs, and both SLAs have the same credit structure. Does the Commonwealth expect that both SLAs will qualify for credits in a single month? Or does the Commonwealth expect that whichever SLA metric results in the higher credit will apply (as is the case with the SLAs in the current Contract)?	SLA 3 addresses outages, while SLA 4 addresses degradation. SLA 3 addresses situations whereby users cannot use the system. SLA 4 addresses the situations whereby a portion of the system is out but could potentially be functional. When a system event causes both an outage and a subsequent degradation, the SLA that has the highest remedy will be used.

23	What functions does the Commonwealth want vendors to integrate to SAP?	Monthly Invoices
24	Please provide technical specifications for the interfaces listed in Section 5 that a vendor must integrate with.	Please refer to Section IV-3, E 1- 4 where technical specifications are listed for current interfaces.
25	Please clarify what systems will be sending tickets and chat to the Offeror.	The selected Offeror's Help Desk should have the ability to receive trouble tickets through means of phone calls, emails and chats from Contract participants. This is not in reference to a system sending them, but the selected Offeror having the ability to accept them.
26	Can the Commonwealth describe what voice transport mechanism is in use for these 94 instances? I.e., are they also on Penn Connect?	The Commonwealth uses multiple end point technologies which include, but are not limited to, Centrex, IPT, and mobile.
27	Can you provide clarification as to what is an "instance function"? We see that Total # of CC Instance Functions seems to be a mutually defined term after award, but before acceptance but want to understand intent regarding SLA calculations.	A Contact Center Instance is one contact center, the functions are the services being provided.
28	How does one "Earn Back" and is the charge something that is effective on a 12-month basis, or something earned back on the next months performance?	Earn Back Eligible: SLAs are eligible for service credit earn back. Service credit for an SLA failure will not be due to the Commonwealth if no other SLA violation for the same SLA occurs in the next twelve (12) months. Failure to meet the SLA within any of the next the next twelve (12) months will result in the issuing a service credit to the Commonwealth on the next monthly invoice.

29	In all scenarios and call centers, do supervisors also act as call type taking agents? If no, what is the percentage breakdown?	Supervisors duties are defined by individual agencies. Supervisors should have the ability to take calls when necessary, but may not be required to do so.
30	Can you please provide - per call center queue: 1. time spent in routing the call, 2. length of recordings / messages in queue, and 3. total average time a caller waits in queue?	These metrics are directly correlated to the availability of agents at any given time in any given call center.
31	Can you please provide detail on supervisors - per call center: Is a supervisor logged in 100% of the time, or only occasionally to schedule historical reports? Do supervisors only monitor agents calls (silent monitor) for coaching?	Supervisors duties are defined by individual agencies. Supervisors should have the ability to take calls when necessary, but not be required to do so.
32	The Average and Max call lengths are identical for all DOR call centers; is this an error?	The Average and Max call lengths for DOR are not identical in Appendix K.
33	Please confirm that only call centers with call volumes listed require recording and whether recording required should be 100% of calls, a random % of calls, or on-demand per call center?	Agencies that are defined within the appendix show current recording requirements at the time of this RFP but agencies that identify a need to institute call recording must have the ability to request this service on a complete or percentage basis.
34	Please provide the retention period for recordings per call center.	Minimum of 30 days, agencies may request longer on a instance by instance basis.

35	Call Centers and call volumes for recording differ from those shown in Appendix E for call volumes. Is this an error? Do all call centers require recording? DOT call center is listed for recording, but is not on Appendix E for call center requirement; is this an error?	Agencies identified in the appendix have been identified as requiring recording. Other agencies, however may deem recording necessary and must be provided the ability to request as needed.
36	The proposed solution shall have the ability for a "phone only" log in for agents. Please detail what is the desired purpose of this?	Phone only log ins will be used in the event that agents are unable to log in through normal means or network or PCs are unavailable. Agents should be able to log in to take inbound and outbound interactions.
37	The selected Offeror shall provide voicemail capabilities through the contact center where callers can leave a message and it be delivered as an interaction or delivered to an email address. How many call centers require this capability?	This must be made available to all contact centers.
38	Please provide more detail on speech recognition optional feature request - what is being requested and within which call centers?	Speech recognition is an IVR function where callers can say their selections instead of touch tones. Currently, Department of State is the only contact center utilizing this feature, but it must be made available to all Contract Participants.

39	Please provide detail on the type of campaigns, number of, volumes, how campaign is originated, etc.	Department of Revenue currently has 30 outbound campaigns configured on the dialer which feed caller information by three downloads from the mainframe/ SAP environment along with a manual callers list for the blast campaigns. There are 7 PRIs connected to the dialer. The total outbound calls for a one year period was 165,974 with an average of 13,831 per month.
40	We would respectfully request a 30-day extension to the proposal due date.	Addendum 1 extends the solicitation due date to 01/08/16. It can be viewed on the emarketplace website: http://www.emarketplace.state.pa.us
41	If an agency is listed without call volumes or not listed in this appendix, do they require recording?	All agencies require the ability to record, but it is up to the agency whether or not they take advantage of the feature.
42	May an extension be granted?	Addendum 1 extends the solicitation due date to 01/08/16. It can be viewed on the emarketplace website: http://www.emarketplace.state.pa.us
43	As a signatory to the ISO 14001 environmental management standard, our organization follows the standard's guidelines to reduce any negative impact from our workplace activities on the environment. As part of our alignment with the standard, we make every effort to limit the number of printed materials we generate. Would the Commonwealth consider accepting only electronic copies of the RFI response?	Hard copies are required as per the RFP.

44	Will the Commonwealth make a single award or will this be a multi-award contract?	Single Award
45	What percentage of agents are blended and of those that are blended, which channels are they managing?	The Commonwealth does not understand the question as it pertains to the section referenced.
46	What is the Commonwealth's expected phase roll-out time limit of features and functionality for DHS and beyond?	All other agencies will transition when it is convenient for their business.
47	Can the Commonwealth define what "Administrative Support" is?	Please refer to Section IV-4, C-2.
48	Does PA have preferred approaches for accommodating impaired agents or supervisors?	The Commonwealth does not have a preferred approach, only that the requirement is met.
49	Does this mean the agent is only logged in for voice calls, or that they are logged into the ACD without going into the call queue?	Phone only log ins will be used in the event that agents are unable to log in through normal means or network or PCs are unavailable. Agents should be able to log in to take inbound and outbound interactions.
50	How many local and toll-free numbers?	The Commonwealth has 164 local numbers and 180 toll free numbers associated with their contact centers.
51	We are reading this as there is a need for segregation for each center (individual tenants) and the ability to see all centers as a whole from a higher lever for management across contact centers. Is that correct?	Yes, visibility is required at a tenant, agency, and enterprise level dependent upon individual administrator privileges.
52	Is PA looking for recording of voice only, or also screen recording? If screen recording is included, is that also 100% capture?	Recording of screen and audio will be required on tenant by tenant basis.

53	Does the Commonwealth currently use Speech Analytics, WFO or WFM? If so, in what capacity (percentages) is it used and who is the solution provider for each?	No, the Commonwealth does not currently use Speech Analytics but is open to the possible use.
54	Would PCI Level 1 v3.1 certification and SOC2 audit be acceptable in lieu of IRS 1075?	The IRS audits the Commonwealth and it's agencies based on the IRS Publication 1075 requirements. The Commonwealth has no authority to change their standards. Any other certifications or standards in the selected Offeror's solutions that meet or exceed IRS Publication 1075 are welcome, but the actual standard that will be applied and complied with by the Commonwealth during IRS audits will be those outlined in IRS Pub 1075.
55	Current Vendor Pains and Issues: Why are you looking to move off of your current InContact SaaS platform? Current Openscape On Premise Platform.	Commonwealth declines to respond
56	What 3 Key areas of improvement looking to gain from a consolidated cloud solution?	Commonwealth declines to respond
57	What are your 3 biggest challenges with your current solution/s?	Commonwealth declines to respond
58	How do these challenges impact your business?	Commonwealth declines to respond
59	Why not just deploy InContact to your larger call centers?	Commonwealth declines to respond
60	What advisory firm/s has the state engaged to determine the scope/requirements of this project?	Commonwealth declines to respond

61	What advisory firm/s has the state engaged to create this RFP?	Commonwealth declines to respond
62	Is the ECCS project budget been allocated? If so, how was the budget determined?	Commonwealth declines to respond
63	What is the ECCS project timeline: Purchase date/ Start Deployment date/ Go-live date?	June 2016 is estimated start date
64	How many front office applications has the State of PA-OIT deployed in the cloud?	Without clarification, the Commonwealth cannot comment.
65	How many back office applications has the State of PA-OIT deployed in the cloud?	Without clarification, the Commonwealth cannot comment.
66	Will the State of PA consider only True Cloud solutions or will hosting vendors be considered as well?	Hosting vendors will be considered.
67	Are your agents using PC's or MAC's?	The majority of agents are using PCs.
68	What percentage of your agents work from home if any?	It is limited at this time but expected to expand over the life of this agreement.
69	Can we have get a copy of your IVR Call Flows?	Please reference Section IV-3, E-2 for information regarding the Commonwealth's IVRs.
70	Can you describe the level and detail of the integration requirements to SAP and Inform. What data is being exchanged? One direction or bi-directional?	Monthly invoicing. Bi-directional.
71	How many administrator licenses would be required to administer all of the call centers?	Please refer to Section IV-4, C-2.

72	Where in the response package should we place Appendix L, "ECCS Requirements Matrix"? This appendix requires a response for each requirement but it is not mentioned in Part II, "Proposal Requirements".	The Appendix is to be included in technical submittal.
73	Should the proposed solution provide SIP trunking between the contact center service platform and the PennConnect IPT VoIP infrastructure to support tenants who currently utilize that IPT Platform for agent dial tone?	Telephony is not being requested as a part of this RFP. Selected Offerors should provide the ability to deliver an interaction to multiple types of end points as listed in Appendix L, 1.2.
74	To what Session Border Controller (make/model and version) would the SIP trunks connect?	Telephony is not being requested as a part of this RFP. Selected Offerors should provide the ability to deliver an interaction to multiple types of end points as listed in Appendix L, 1.2.
75	How is dial tone provided to agents who currently use the Virtual Contact Center (VCC) solution?	Dial tone is provided by the current contracted voice supplier.
76	Is there a preference for any particular method of providing connectivity between the contact center service platform and those agents who currently use the Virtual Contact Center (VCC) solution?	Connection between the proposed solution and VCC is not required as a contact center will only be using one solution for any given center.
77	Do the DHS agents who will be the focus of the initial conversion currently use the VCC platform, the OpenScape platform, or both platforms?	DHS currently uses VCC and Web Center.
78	Is caller information from the Inform/Enweisen CRM system currently displayed to the agent via an agent desktop from the ACD platform or via a screen from the CRM system?	The information is currently displayed in a web screen from the CRM system.
79	What interface is currently used to access the CRM system? Will a web service interface be provided?	Web service.

80	What type of connectivity to the SQL database is used for the Department of Health IVR that performs WIC checks? Will a web service interface be provided by the Commonwealth for this interaction?	Please refer to Section IV-3, E-2 for information regarding the DOH IVR. Web services are not provided by the Commonwealth.
81	Do the Department of Health and Department of Revenue IVR applications described in Section IV-3 E utilize speech recognition or only touchtone input?	Dept. of Health and Dept. of Revenue use touchtone input only.
82	Appendix E lists 73 call centers but Section IV-2 A of the RFP document describes 94 call centers using the VCC service and 3 call centers using the OpenScape service. Are there an additional 24 call centers not listed, or are those centers contained within the ones that are listed?	OpenScape Call Center has three tenant agencies that host multiple call centers comprising that inequality.
83	Which of the call centers listed in Appendix E currently use the VCC service and which currently use the OpenScape service?	Please refer to the Current Environment section of the RFP.
84	Which of the call centers listed in Appendix E comprise the Department of Human Services agents that will be the focus of the initial conversion?	Contact Centers with DHS listed as the agency are Department of Human Services.
85	Approximately what percentage of the monthly calls listed in Appendix E using local telephone numbers for access versus Toll-Free numbers?	The Commonwealth has 164 local numbers and 180 toll free numbers associated with their contact centers.
86	Can you define the "Administrative Support" referenced on this tab?	Please refer to Section IV-4, C-2.
87	How should responders list fixed monthly costs for network services (required for connectivity) that do not vary based on the exact number of agents using the service?	Network services are not part of the scope of this RFP. The Commonwealth will provide network connectivity (Internet) to agents.
88	Does "recording of interactions" refer only to audio recording or is recording of agent desktop screens also required?	Recording of screen and audio will be required on tenant by tenant basis.

89	This appendix appears to be incomplete. Can you provide the complete document?	The Commonwealth is in process of developing and documenting its ITIL process. The appendices listed are provided for reference purposes only. The documents are samples, including some in draft form, and may be modified by the Commonwealth from time to time.
90	This appendix appears to be incomplete. Can you provide the complete document?	The Commonwealth is in process of developing and documenting its ITIL process. The appendices listed are provided for reference purposes only. The documents are samples, including some in draft form, and may be modified by the Commonwealth from time to time.
91	This appendix appears to be incomplete. Can you provide the complete document?	The Commonwealth is in process of developing and documenting its ITIL process. The appendices listed are provided for reference purposes only. The documents are samples, including some in draft form, and may be modified by the Commonwealth from time to time.
92	This appendix appears to be incomplete. Can you provide the complete document?	The Commonwealth is in process of developing and documenting its ITIL process. The appendices listed are provided for reference purposes only. The documents are samples, including some in draft form, and may be modified by the Commonwealth from time to time.

93	In section II-8 of the RFP - Objections and Additions to IT Contract Terms and Conditions, the State is requesting the Offeror to submit terms and conditions that they would like to negotiate and what additional terms and conditions the Offeror would like to add to the IT Contract Terms and Conditions. The State also states: The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for Appendix A, IT Contract Terms and Conditions. The State then indicates the Issuing Office will reject any proposal conditioned on the negotiations of the terms and conditions. Please advise: - If the State will accept proposals that indicate sections of Appendix A, IT Contract Terms and Conditions that the Offeror is taking exception to or requesting negotiations on, or is providing additional terms and conditions. - If the State will accept a proposal indicating exceptions or clarifications to any other provision of the RFP	Regardless of any objections to Appendix A set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in Appendix A, IT Contract Terms and Conditions. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in Appendix A, IT Contract Terms and Conditions. The Commonwealth will not accept changes or exceptions to the RFP.
94	Are points allocated to a Small Business (SB) if they serve as the Prime contractor or are points only allocated for Small Diverse Businesses?	Points are allocated as explained in Part 3.4C of the RFP.
95	I was wondering if you could provide an additional information to this project. I was curious if this has already been given funding. If so, from what source? Will funding information or budget details be addressed and documented in the q and a document?	Budgetary information pertaining to this procurement is confidential.

96	For the Pre-proposal Conference, is there a dial-in number associated with the conference or must it be attended in person? Is there an agenda for the conference?	Reference Calendar of Events Pre-proposal location and I-8. Pre-Proposal Conference information in RFP.
97	The Proposal Cover letter requires an Offeror SAP/SRM Vendor Number. How should we go about obtaining this? Will you kindly provide direction?	Offerors are required to register as a PA Supplier with the Commonwealth. Access the PA Supplier Portal at www.pasupplierportal.state.pa.us to complete the registration process. Need help with registration, contact the Help Desk at (877) 435-7363 and select Option #1.
98	Can we modify / add entries to the Cost Matrix spreadsheet?	No. The spreadsheet cannot be modified.
99	Who are the administrators, OA or the agencies or both?	Each individual agency will determine their administrators. Please refer to section IV-4, C.
100	How many lines will an agent have? Will it just be one for the ACD?	This will differ amongst the contact centers. Some will have a dedicated line, others will use one line on their device for all ACD and non ACD calls.
101	Will 3rd party IVRs need to be accessed for single sign on?	No.
102	Will agencies be required to purchase their Call Center from this contract - exclusively or will agencies be allowed to purchase call centers from other vendors?	This will the be the offering within the Enterprise Service Catalog, any agency who wishes to deviate from the service catalog must submit a business case and waiver request.

103	Is there a schedule to transition each agency? What is the target date for all transitions to be completed?	While there is no firm time line, please refer to IV-2, B of the RFP. Assume all contact centers will be transition by the end of the current telecommunications contract plus any applicable extensions in the agreement.
104	Can you provide total number of agents as well as concurrent number?	Please refer to Appendix E.
105	On the Pricing Sheet "Tab 3" it identifies Cost/Unit. Is this based on # of minutes or calls?	This is based on per minute of each incoming or outgoing call.
106	Is the ultimate purpose of this RFP to collapse all Contact Centers currently in place into 1 Enterprise Contact Center?	No. Each contact center will remain independent of each other but leverage an enterprise wide solution.
107	Is the existing on-Premise recording server going to be used within the solution or should there be a recording server solution provided in the response?	Existing recording servers will be utilized unless a comparable or better solution is proposed.
108	In an effort to provide the most thorough response would the state consider extending the due date until after the holidays?	Addendum 1 extends the solicitation due date to 01/08/16. It can be viewed on the emarketplace website: http://www.emarketplace.state.pa.us
109	On the CD, can all sections be included.	Yes. List Technical, Cost, and SDB submittals in separate folders.
110	In section IV-5 it is unclear if the state requires Project Plan Methodology with project plan or a summary of how we would meet the requirements in the section or exceed. Can you elaborate?	Offeror should submit a description of its project management methodology and submit a draft project management plan.

111	To what extent must existing contact center solutions be required to be supported during conversion to new solution? Please give any details possible.	Current solutions will be maintained and supported through the respective contracts in place today.
112	Will commonwealth agencies be required to convert to the selected solution?	This will the be the offering within the Enterprise Service Catalog, any agency who wishes to deviate from the service catalog must submit a business case and waiver request.
113	In order to calculate enterprise pricing, will or can there be a guaranteed minimum in terms of contract value, systems, or agents?	No
114	Will the successful vendor be the exclusive provider of contract centers for the term of contract?	This will the be the offering within the Enterprise Service Catalog, any agency who wishes to deviate from the service catalog must submit a business case and waiver request. Please refer to IV-2, B.
115	How many of the current system have interfaces with commonwealth applications? How many through open APIs and how may custom?	Please refer to section IV-3, E of this RFP.
116	Is the WIC database also MS Sequel R2? Any other databases need to be integrated?	Please refer to section IV-3, E of this RFP.
117	Appendix E lists 73 Call Centers with 2239 Agents and 580 Supervisors. Are these configured totals or are all agents active concurrently? Are Supervisors ever required to take calls, like Agents?	These are configured totals.

118	Number of Agents that require: 1. Chat Capabilities 2. Routed Email 3. Outbound Call 4. Social Media 5. Call Recording	Please refer to question 64.
119	How many total Call Centers; apply for this RFP? How many agents and Supervisors for each and every applicable Call Center?	Please refer to Appendix E.
120	Health Department uses 15 ports of IVR for 200 calls/day, 10 minutes each. Any details for 7 applications for Department Revenue? Any call volume and call length details for these applications?	The following are the average monthly total calls for Revenue's IVR: A- 36297, B-302, C-3, D-3291, E- 3994, F- 4, G-2, H-45115. There are no statistics for call length.

Date: 12/17/2015

Subject: OA RFP Enterprise Contact Center Services

Solicitation Number: 6100035614

Solicitation Due Date: 01/08/2016 at 1:00 PM

Addendum Number: 5

To All Offerors/Bidders:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specification, or instruction of a procurement solicitation (e.g. Invitation for Bids, Request for Quotes and Request for Proposals).

This addendum is for the following purposes:

The Enterprise Contact Center Services RFP Additional Questions and Answers have been posted to eMarketplace website at http://www.emarketplace.state.pa.us

Appendix E, ECCS Contact Center Statistics – Updated totals on spreadsheet to include missed cells in the tally. A revised Appendix E, ECCS Contact Center Statistics is posted to eMarketplace website at http://www.emarketplace.state.pa.us

Appendix T, Service Level Agreement – Updated the Metric Definitions section of SLA 3 and SLA 4 to include the definition of Incident Severity 1, 2, and 3. Updated the Timeliness Category Parameter section of SLA 3, SLA 4, and SLA 5 to include thresholds for each severity level. A revised Appendix T, Service Level Agreement is posted to eMarketplace website at http://www.emarketplace.state.pa.us

For Solicitation where a "hard copy" (vs. electronic) response if requested:
- If you 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:

<div align="center">

Barbara Booher, Bureau of IT Procurement
c/o Commonwealth Mail Processing Center
2 Technology Park (rear)
Attn: IT Procurement 506 Finance
Harrisburg, PA 17110-0400

</div>

Except as amended by this Addendum, the terms, conditions, specification, and instruction of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Barbara Booher
Title: Commodity Specialist
Phone: 717-346-4294
Email: RA-OITPurchases@pa.gov

	Enterprise Contact Center Services RFP 6100035614	
Question #	**Question**	**Answer**
1	Please explain the method and process for integration to the Commonwealth's Service Now IT Service Management tool.	The Commonwealth anticipates placing orders for service through Service Now. The selected Offeror would receive the order, provide requested information pertaining to the order, and update the request. The communication between the vendor system and Service Now would be completed between the B2B as part of the integration.
2	The cost matrix does not include pricing for email, chat, social media, or SMS. How should that be provided?	Costs for email, chat, social media, or SMS should be integrated into the MRCs for Agents and Supervisors. Please refer to question 64 for usage statistics of these features.
3	This section states that at the time of contract award, the Department of Health will have deployed an IVR for callers to check information for WIC. In addition this section describes 7 Department of Revenue IVR applications. Section 10.0 of the ECCS Requirements document describes requirement for the Offeror to provision a new IVR for the call center. Can you please clarify? Is the state looking for a new IVR in addition to the integration of existing IVRs? Who will be responsible for any modifications to the existing IVR applications required for integration to the new contact center?	Is the state looking for a new IVR in addition to the integration of existing IVRs? The Commonwealth is looking for a replacement of all IVRs noted within this RFP. The intent is to transition any existing IVRs to the selected Offeror's solution. Who will be responsible for any modifications to the existing IVR applications required for integration to the new contact center? The intent is to procure new IVRs that will replace the existing solution. In addition, please reference Section IV-4, C-2 for information regarding the administration of contact centers. The selected Offeror shall, at the discretion of the customer, administer their contact center instance, by the selected Offerors professional services department, in order to manage ongoing, post transition, administrative functions such as, but not limited to, call flow changes, apply holidays or special routing, or addition of features sets.

4	Who currently provides the premise base call recording solution for the existing contact centers? Will this system continue to be used once the new solution is deployed? If so, how do you envision the new contact center recording solution to work with the existing recording solution? What is the Commonwealth's retention policy for call recordings?	On premise call recording is being provided by the individual agencies with local servers. The agencies will continue to need the ability to download to these servers unless another solution is proposed by the selected Offeror. The Commonwealth will entertain proposed solutions for the off loading of call recordings. Each individual agency determines their retention policy for recordings. At a minimum, recordings will be retained for 30 days. The maximum is defined by each agency and is the impetus behind offloading recordings to commonwealth, local servers, for areas with lengthy requirements.
5	The selected Offeror shall provide comprehensive technological solution that includes, but is not limited to, automatic speech recognition, management of high call volume, outbound dialing campaigns, interactive voice response, advanced call routing based upon automatic number identification (ANI), dialed number identification service (DNIS), geographic location and customer inputs. How should Speech Recognition be incorporated into the Pricing proposal?	Speech recognition is a feature through the current rate card today. It's professional services hours to design and implement so we feel this can be accomplished this way going forward.
6	What is the scope of the DHS IPT Telephony Requirements? Please provide details on the following: - Please list all DHS admin phone-only locations. - # of admin phone-only users. - Do they require their own DID and voicemail - # of auto attendants / phone directories - Will your admin users leverage hard phones or transition to softphones?	The Commonwealth will provide the dial tone and handsets for this project. End user telephony is not within the scope of this project.
7	Does DHS/Common Wealth have a standard of encryption for data being pulled to populate the screen pop that must be followed? If so, please list standards.	Please refer to Section 1-29 of this RFP for Commonwealth Information Technology Policies. Specifically ITPSec 020- Encryption for Data at Rest and ITPSec031- Encryption for Data in Transit. In addition, please refer to IRS Publication 1075.
8	Please provide PEAK estimates for the following DHS Contact Center parameters for the IVR, Contact Center, and ASR and TTS applications. - Call volumes per month - Average handle times (AHT) - Average After Call Work - Average Time Spent in the IVR	Please refer to Appendix E, ECCS Contact Center Statistics for call information. DHS does not currently utilize ASR and their IVR is limited to press button menu options.
9	Please provide the number of campaigns to configure for the initial deployment.	Department of Revenue currently has 30 outbound campaigns configured. The total outbound calls for a one year period was 165,974 with an average for 13,831 per month.

10	Please identify the number of self-serve IVR applications for the initial deployment of DHS. Please provide any IVR call flows if feasible.	DHS does not currently have self-serve IVR applications in regards to requirement 10.1. Agencies and interfaces for this requirement are listed in Section IV-3, E of the RFP.
11	Please define basic to enhanced system feature package, agent feature package set, supervisor feature package set, and administrator feature package.	We are not requiring anything for each package. We want each Offeror to describe what is included in their specific package. If we require something specific, we call it out in other requirements.
12	SLAs 1,2 are functionally redundant in that a single event may qualify as a failure for both SLAs, and both SLAs have the same credit structure. Does the Commonwealth expect that both SLAs will qualify for credits in a single month? Or does the Commonwealth expect that whichever SLA metric results in the higher credit will apply (as is the case with the SLAs in the current Contract)?	SLA 1 addresses outages, while SLA 2 addresses degradation. SLA 1 addresses situations whereby users cannot use the system. SLA 2 addresses the situations whereby a portion of the system is out but could potentially be functional. When a system event causes both an outage and a subsequent degradation, the SLA that has the highest remedy will be used.
13	SLAs 3, 4 – The formula calculation references "Severity Level" in the numerator of the formula, yet the Definition Inclusion states "ALL" events, it does not specify by Severity. Could you please clarify?	Severity Levels for SLA 3 and 4 will mirror that of SLA 5. Please see the amended Appendix T.
14	Can the Commonwealth detail the three independent non integrated systems? (Is that Unify's OSCC, VZ Web Center and VZ VCC, or something else?)	The three non-integrated systems are Unify OpenScape Contact Center, Verizon Web Center, and Verizon Virtual Contact Center (provided by InContact). For more information, please refer to Part IV.
15	The totals (excel calculations) do not include the bottom two lines /counts; is this an error, or is there a reason the bottom two lines are omitted?	This was an error and they should be included in the totals. Please refer to amended Appendix E.
16	Which call centers require WFM?	Currently there are no agencies utilizing WFM. The intent of this requirement is to garner information regarding each Offeror's solution.
17	Given the scope and magnitude of this project, would it be possible to grant a second round of questions?	Refer to section I-9 of the RFP.
18	What is the percentage breakdown of agents currently using the following channels: inbound voice, outbound voice, instant messaging (chat), email and social media? If a channel is not currently utilized, please include the desired percentage.	All agencies use inbound voice. One contact center currently utilizes Chat. Of all contact centers 1% utilizes email. Of all contact centers, 23% utilizes outbound voice.
19	Please provide the average hold time and average talk time for callers/agents.	Please refer to Appendix E, ECCS Contact Center Statistics for call length information.
20	What level of integration is needed here? More detail would be helpful.	The Commonwealth anticipates placing orders for service through Service Now. The selected Offeror would receive the order, provide requested information pertaining to the order, and update the request. The communication between the vendor system and Service Now would be completed between the B2B as part of the integration.

21	In what capacity is predictive dialing used today?	Predictive dialer is used by the Department of Revenue Collections bureau. Each morning the dialer imports data from our various tax systems and populate the dialer's database with taxpayer accounts that show balance due. Our Collections management runs queries against the dialer database to select taxpayer accounts for dialing that meet certain criteria that may change on a daily basis. On any given day we may target certain tax types, or certain dollar amounts owed, etc. for dialing. Record selections are gathered into campaigns and agents are assigned to call. We typically use a 3:1 ratio of dialed calls to agents assigned, with the system automatically dispositioning calls that reach answering machines, busies, bad numbers, etc. Calls that connect to a live person are passed off to an agent and the system performs a "screen pop" of one of our web based tax systems based on dialer data for the taxpayer we called. The agents work each call to completion and update both the dialer and tax system. At the end of the call the agent is returned to the pool after a specific after call work period. At the end of each work day, dialer data is exported back to the department's various tax systems for nightly processing. Agents usually work in a blended environment, and are automatically switched over to inbound callers as they arrive in queue. (Outbound dialer calls that do not reach a live person we leave a message for and ask for a return call on our inbound contact center lines.) Inbound contact center calls have priority over outbound dialer calls. Periodically we use automated (or blast campaign) agentless dialing where we call a list of numbers and play a prerecorded message without needing to pass the call to an agent. The current system is licensed for 66 blend-capable dialer agents, 12 dialer supervisors and 3 administrators – however our collections unit has expressed interest in scaling up to as many as 100 dialer agents in the past. All instances of taxpayer data in transit use secure protocols and taxpayer data at rest is secured by file level and database encryption.
22	In addition to Unemployment Compensation and Department of Revenue, who is the third tenant on the OpenScape platform?	There is no reference to the OpenScape platform in this section. Department of Transportation is the other agency referenced in section IV-2.
23	What is the average wait-in-queue time, agent talk time and after-call work time for the call center's specified in Appendix E? Do any of these call centers deviate significantly from the overall average?	Commonwealth does not have those figures readily available.

24	The RFP States: The scope of this project comprises all current and future contact centers in use by the Commonwealth. The initial conversion effort will focus on the Department of Human Services (DHS), transitioning from its current platform(s) to the selected Offeror's system. DHS comprises approximately half of Commonwealth contact center seats. Other Commonwealth agencies will transition when convenient for their business. Based on this statement, we would like clarification on how we shall compute the committed number of seats for DHS in order to accurately forecast the revenue threshold towards the Small Diverse Business Participation Percentage. For example: do we base to total contract value for the SDB calculations on only the DHS contact center number of seats or do we base it on the OVERALL number of seats, given that there is no timeframe commitment when the other Commonwealth agencies will transition. We need this information to accurately meet the significant subcontracting commitment minimum of 5% of the total contract value.	The SDB percentage commitment must be based on the "Grand Total Cost Base Years" as calculated on the "Summary" tab of the Cost Matrix. Please refer to Part II-9 (Small Diverse Business Participation Submittal) of the RFP.
25	If our solution does not require the use of a partner do we still forfeit the points under the 20% SDB participation?	Yes, refer to Part III-4C.
26	Does re-selling cloud services contribute to the percentage of work performed for an SDBE?	Yes, if the SDB performance brings added value to the contract and supports the scope of work.
27	If no Small Diverse Business, when is required to be submitted in the proposal?	All offerors must submit a SDB submittal even if the commitment is zero and include an explanation.
28	What is the Commonwealth's current spend annually both MRC and NRC for currently installed call centers?	The current MRCs are as follows: **Verizon VCC**- Agent ($75) Supervisor ($85) **Verizon Web Center**- Agent ($75) Supervisor ($175) **OpenScape Contact Center**- Agent ($120) Supervisor ($200). Non recurring charges are based on professional services requested and therefore a standard cost cannot be given.
29	Please describe how the Offeror is anticipated to "use the Commonwealth's ITSM system, currently Service Now."	See response to question 1.

Date: 12/22/2015

Subject: OA RFP Enterprise Contact Center Services

Solicitation Number: 6100035614

Solicitation Due Date: 01/08/2016 at 1:00 PM

Addendum Number: 6

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This addendum is for the following purpose:

Request for Proposal - Updated 1-29. Information Technology Policies with correct link for ITP. Posted to eMarketplace website at http://www.emarketplace.state.pa.us

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c/o Commonwealth Mail Processing Center
2 Technology Park (rear)
Attn: IT Procurement 506 Finance
Harrisburg, PA 17110-0400

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Very truly yours,

Name: Barbara Booher

Title: Commodity Specialist

Phone: 717-346-4294

Email: RA-OITPurchases@pa.gov

Date:	01/07/2016
Subject:	OA RFP Enterprise Contact Center Services
Solicitation Number:	6100035614
Solicitation Due Date:	01/08/2016 at 1:00 PM
Addendum Number:	7

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Enterprise Contact Center Services RFP 6100035614		
Question #	**Question**	**Answer**
1	The cost worksheet provides no place to separate IVR charges from general telecom charges. Additionally, no place is available for pricing building IVR applications, though the need is referenced several places in the requirements. Keeping the integrity of cost worksheet, may we submit additional costing information? Our focus is on providing the best value to the Commonwealth.	Agencies will request a statement of work from the selected Offeror to utilize professional services for the development of IVR applications and therefore those costs should not be included in the Cost Matrix. The statement of work will reflect the service categories and hourly rates proposed on the Rate Card worksheet of the Cost Matrix. All other IVR costs should be included in the services listed within the Cost Matrix. Offerors should not submit additional costing information with their proposals.