

# Overview for Contract 5810-07

*Prior to utilizing a contract, the user should read the contract in it's entirety.*

## DESCRIPTION

This system will enable the Commonwealth to provide digital photo capture technology at workstations equipped with the web-based Commonwealth Photo Imaging Network (CPIN) software. This digital photo capture technology will network with the existing CPIN via the Commonwealth Enterprise Network and meet all standard adopted by CPIN.

## CONTRACT INFO

Contract Number & Title	4600009917 Legacy #5810-07
Number of Suppliers	1 Dataworks
Validity Period	05/01/06 - 4/30/08
DGS Point of Contact	Susan Rojas
Contact Phone #	717-346-8187
Email	<a href="mailto:srojas@state.pa.us">srojas@state.pa.us</a>

## PRICING HIGHLIGHTS

Please see Attachment A of the contract in SRM for pricing.

## PROCESS TO PURCHASE

All agencies will place their purchase orders through SAP or SRM

## SPECIAL CONTRACT TERMS AND CONDITIONS

**CONTRACT SCOPE/OVERVIEW:** This Contract (identified here and in the other documents as the "Contract") will cover the requirements of the Commonwealth of Pennsylvania for the Commonwealth Photo Imaging Network requirements.

**ORDER OF PRECEDENCE:** These Special Contract Terms and Conditions supplement the Standard Contract Terms and Conditions For Statewide Contracts for Supplies. To the extent that these Special Contract Terms and Conditions conflict with the Standard Contract Terms and Conditions For Statewide Contracts for Supplies, these Special Contract Terms and Conditions shall prevail.

**TERM OF CONTRACT:** The Contract shall commence on the Effective Date no earlier than May 1, 2006 and expire on April 30, 2008.

**OPTION TO EXTEND:** The Department of General Services reserves the right, upon notice to the Contractor, to extend the Contract or any part 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.

**OPTION FOR SEPARATE COMPETITIVE BIDDING PROCEDURE:** The Department of General Services reserves the right to purchase supplies covered under this Contract through a separate competitive bidding procedure, whenever the department deems it to be in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the supply exists or the price offered is significantly lower than the Contract price.

The objective is to replace the Commonwealth of Pennsylvania's current digital photo capture workstations with workstations equipped with the web based Commonwealth Photo Imaging Network (CPIN) software, networked with the CPIN system, which will meet all standards adopted by CPIN and the Pa. Justice Network (JNET).

### OVERVIEW

The contractor will provide all software and services related to replacement of Systems required.

The contractor is expected to make all reasonable efforts to proceed with minimum disruption of the Commonwealth of Pennsylvania's business processes.

### TASKS

The Contractor will perform the following tasks:

- 1) Install, configure, test and deploy a workstation at each Commonwealth specified address.
- 2) Perform all levels of testing, including system testing, integration testing and user testing.
- 3) Consolidate the databases, to be forwarded to the JNET servers.
- 4) Provide documentation for the system administrator.
- 5) Provide "train the trainer" training sessions. The Contractor will provide in a format approved by the Commonwealth and having unrestricted rights to distribute and reproduce a User's Manual for reference and self-instruction by future new-hires.
- 6) Provide knowledge transfer sessions for Commonwealth of Pennsylvania staff:
- 7) Provide one (1) year warranty for the hardware and software, to include maintenance and 8x5 support.

### DELIVERABLES

- 1) The implemented system with the capabilities described in OVERVIEW
- 2) Knowledge transfer sessions

- 3) Three (3) "Train the Trainer" sessions
- 4) User's Manual
- 5) Documentation for the system administrator
- 6) A Test Plan for Unit testing, and for integration testing

## PROJECT CONTROL

**Status Meetings.** A bi-weekly status meeting will take place between the Contractor representative and the Commonwealth of Pennsylvania, unless the parties mutually agree to waive the requirement in any given time period. The Contractor must produce an agenda and an updated project schedule for each session.

### Standards of Performance

- 1) All work is subject to Commonwealth of Pennsylvania approval at milestones determined by the Commonwealth of Pennsylvania. Intermediate deliverables, if any, are subject to formal review and approval.
- 2) The Contractor will formulate an Acceptance Test Plan, which provides for Milestone Acceptance Tests. The contractor shall notify the Commonwealth of Pennsylvania when any group of installation sites is ready for acceptance testing. The parties will conform to acceptance procedures as follows:
  - a. The acceptance period is 10 business days for milestones. On or before the 10<sup>th</sup> day for milestones, the Commonwealth of Pennsylvania shall either (a) provide the Contractor with its written conditional acceptance of the completed milestone, subject to the Board's final acceptance, or (b) identify to the Contractor, in writing, the failure to comply with the specifications, listing all such errors and omissions in reasonable detail.
  - b. If the Commonwealth of Pennsylvania fails to notify the Contractor in writing of any failures within the applicable acceptance period, the milestone is deemed accepted.
  - c. Upon Contractor's receipt of the Commonwealth of Pennsylvania written notice of rejection that must identify the reasons for the failure to comply with the specifications, the Contractor shall have 10 business days, or such other time as the Commonwealth of Pennsylvania and the Contractor may agree is reasonable, to correct all such failures and resubmit a request for acceptance. Upon receipt of the request, the Commonwealth of Pennsylvania shall have 10 business days to test the corrected system to confirm that it is in compliance with the specifications, and then the Commonwealth of Pennsylvania shall provide the Contractor with its acceptance of the milestone.

If in the opinion of the Commonwealth of Pennsylvania, the corrected system still contains material failures, the Commonwealth of Pennsylvania shall have the option either to repeat the procedure set forth above, or terminate the applicable PO and no further payment is rendered.
  - d. Contractor Staff.
    1. Any temporary or substitute staff member shall have background and experience similar to the regular staff. The Commonwealth of Pennsylvania reserves the right to accept or reject any staff member.
    2. Contractor staff is willing to interface and work cooperatively with other contracted vendors.
    3. With the exception of the proprietary software, all deliverables become the exclusive property of the Commonwealth of Pennsylvania.

**Inquires:** Direct any questions to:

Susan Rojas, Commodity Specialist  
Department of General Services  
555 Walnut Street  
Forum Place, 7<sup>th</sup> Floor  
Harrisburg, PA 17101  
Telephone: 717-346-8187  
Fax: 717-783-6241  
E-mail address: srojas@state.pa.us



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

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**Contract Number: 4600009917**  
**Creation Date: 03/15/2006**

Purchasing Agent:  
 Name: Susan Rojas  
 Phone: 717-346-8187  
 Fax: 717-783-6241  
 E-mail: srojas@state.pa.us  
 Valid from/to: 05/01/2006 - 04/30/2008

Your vendor number with us: 179820

Vendor Name/Address:  
 DATA WORKS PLUS LLC  
 1168 NORTH PLEASANTBURG DRIVE  
 GREENVILLE SC 29607-1243

Please Deliver To:  
  
 \*\*\* TBD AT TIME OF PURCHASE ORDER \*\*\*  
  
 \*\*\* UNLESS SPECIFIED BELOW \*\*\*

Your Quotation: Date:  
 Collective No.: CN00019677  
 Our Quotation: 6000099833

Payment Terms: NET 30

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
00010	PHOTO IMAGING DEVICE 243645	0	EA	9,950.00	EA	0.00
00020	PHOTO IMAGING DEVICE 243645	0	EA	8,000.00	EA	0.00
00030	PHOTO IMAGING DEVICE MAINTENANCE 243645	0	EA	3,775.00	EA	0.00
<b>Item text</b> EA = Year						
00040	PHOTO IMAGING DEVICE SOFTWARE 243645	0	EA	17,050.00	EA	0.00
00050	PHOTO IMAGING DEVICE INSTALLATION 243645	0	EA	2,500.00	EA	0.00

\*\*\* SEE LAST PAGE FOR TOTAL VALUE OF CONTRACT \*\*\*



Contract Number: 4600009917

Creation Date: 03/15/2006

Vendor Name:

DATA WORKS PLUS LLC

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
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-----SUPPLEMENTAL INFORMATION-----

**Header text**

CONTRACTOR ALLOWS PIGGYBACKING PER ACT 57.  
Bill Shephard  
864-672-2780

**Shipping instructions**

Supplier to maintain equipment at their plant during configuration and implementation until installation occurs at Commonwealth agency.

NO FURTHER INFORMATION FOR THIS CONTRACT

Currency: USD

999,999,999.00  
\*\*\*ESTIMATED VALUE\*\*\*