



PHILADELPHIA/CAMDEN
HIGH
INTENSITY
DRUG
TRAFFICKING
AREA

Mr. Kurt F. Schmid
National HIDTA Director
Executive Office of the President
Office of National Drug Control Policy
Office of State and Local Affairs
Washington, D.C. 20503

Dear Mr. Schmid: *KFS*

As I mentioned to you yesterday, we are in the process of networking our local area network and expanding it outside the PCHIDTA to a wide area network via a virtual private network (VPN). Once accomplished, any HIDTA, showing a need, can access our network and the Suspect Pointer Index Network through a VPN installed by us.

All of this is being done by an outstanding contractor known as Help-Now. Their technicians are Microsoft experts and trouble-shoot our systems based upon our needs.

I am taking this opportunity to give you a detailed summary of where we are relative to connectivity and the accomplishments of Help-Now. You may want to share this with the other HIDTA Directors at our next meeting.

This is where we are at and are going. All this was made possible by Help-Now at a great savings. They even looked at our direct data line connections and arranged for a sub-contractor to install T1 lines at significant savings from AT&T. Attached is a diagram of the PCHIDTA.NET.

Help-Now is a "can-do" vendor and I strongly recommend their services to all HIDTA Directors.

Warmest regards,

Wayne P. Comer
Executive Director



City of Coatesville

MICHAEL J. McMAHON
CHIEF OF POLICE

(610) 384-2300
FAX (610) 384-4659

Mr. Tony Fiore
Help-Now.com
205 Sumac Street
Philadelphia, Pa. 19128

March 9, 2001

Dear Mr. Fiore,

I want to thank you for the work, which you recently completed for the City of Coatesville. You were able to design a communication process, which enabled the Police Department to communicate with the administrative functions in City Hall. The Police Department will also be able to access city records that may be needed in conjunction with an investigation. Our Department will also benefit from the internal E-mail system which is now operating. Police Department personnel benefited from the interaction with your staff during the entire installation process.

Again, thank you for your work with the City of Coatesville. You can count on us as a satisfied and pleased Help Now client.

Sincerely,

Michael J. McMahon



City of Coatesville

CITY HALL

(610) 384-0300
FAX (610) 384-3612

January 27, 2000

Mike Fiore
Help-Now.com
205 Sumac Street
Philadelphia, PA 19128

Dear Mike,

Just wanted you drop you a note to let you know how much we appreciate the services you are providing. As you know, prior to our relationship with Help-Now, we were using our Unix service provider to provide support services for our NT-System. We met with Help-Now to try to resolve some of the issues we were having with our Microsoft products.

In the review of our NT system, Help-Now was able to quickly identify that not only was our server full, but we also had some set up issues with our Microsoft products. Once these issues were identified, Help-Now provided us with cost estimates for our resolution options. We have been very pleased with the solutions to these issues as well as the level of response and ongoing support that we have received from your firm. The knowledge level of your firm continues to impress our staff and is a great resource as we broaden our information systems.

Sincerely,

A handwritten signature in cursive script, appearing to read "Elizabeth Butch".

Elizabeth Butch
Finance Director

Council

Heather A. Bruno
William L. Mason, Sr.
Joseph W. McGrath
James M. Bruton
Thomas C. Roderer

BOROUGH OF DOWNINGTOWN
Municipal Government Center
4-10 West Lancaster Avenue
Downingtown, PA 19335-2800
www.downingtown.org

Telephone: 610/269-6344

Telefax: 610/269-1580

Officers

Mayor
Linda M. Baugher
Council President
Michael M. Manna
Director-Secretary
Anthony S. Gambale

August 23, 2000

Mike Fiore
Help-Now.com
205 Sumac Street
Philadelphia, PA 19128

Dear Mike,

I want to thank you and Help-Now.com for providing outstanding IT services for our municipality. The decision to migrate from our outdated Novell network to a Microsoft NT platform was made easier by knowing that your firm was in total command of the process. The decision to upgrade our workstations and network server was also made much easier because of your firm's expertise and knowledge of the ever-changing Information Technology sector.

Upon our first meeting, I was convinced that Help-Now.com was the partner my municipal government was looking for. In the past, we relied on individuals to provide our IT needs, which made for some difficult decisions. You and Help-Now.com stepped up to the plate and hit a grand slam for us.

I have already recommended Help-Now.com to colleagues in other businesses as an IT solution provider. Your work with us has been excellent and I anticipate a long, positive working relationship.

Thank you again for your professionalism and hard work.

Sincerely,


Casey LaLonde
Assistant Director of Administration and Finance

"Creating Solutions for the Future"



DOWNINGTOWN POLICE DEPARTMENT

Municipal Government Center

10 West Lancaster Avenue

Downingtown, PA 19335

Phone (610) 269-0263 • Fax (610) 269-8754

James R. McGowan, III
Chief of Police

March 30, 2001

Mr. Anthony T. Fiore
Help-Now.com Inc.
205 Sumac Street
Philadelphia, PA 19128

Dear Tony:

Please allow me to express my appreciation for the excellent service Help-Now has provided to the Borough and specifically the Police Department during our recent server upgrade. As you know the police department places unique demands on any computer system. Data security, round the clock access and roaming user profiles are just the beginning. Your staff's ability to successfully interact with vendors for our Alert and MSL police applications was critical in minimizing system down time and maintaining the integrity of our information systems.

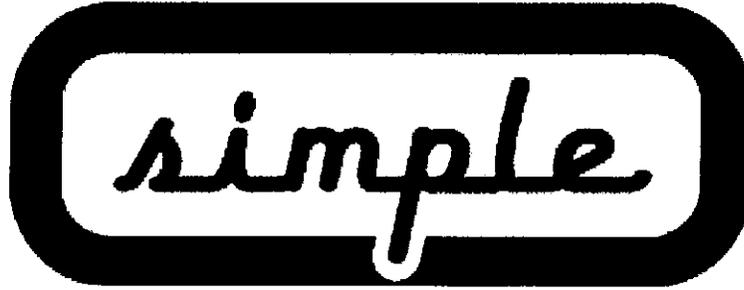
The customer service demonstrated by your employees is outstanding. Many went beyond the "scope of work" to ensure that hardware and software upgrades did not cause additional problems. Please feel free to have any prospective clients contact me in reference to Help-Now's expertise and service.

Sincerely,

A handwritten signature in black ink, appearing to read "James R. McGowan, III".

James R. McGowan, III
Chief of Police

"A Good Neighbor Community"



Simple Brands, LP.
SUBMITTAL RESPONSE TO RFP 20080318 WINE
KIOSKS II-7
April 14th, 2008

Abstract

This paper provides a technical response to Sections II-1 through II-12 of RFP 20080318. This document is based on the information gathered from the RFP 20080318 Wine Kiosks, the April 16th Mandatory Proposes Meeting & the published responses to those questions submitted April 8th 2008.

Authorized Representative of Simple Brands, LP.

James D. Lesser,
President, Simple Brands, LP.

II-7 TRAINING

Training is often discounted by organizations when bringing new technology into the office or enterprise. We intend to focus on putting a training infrastructure in place that will allow an ongoing day forward process of training. An internal "train the trainer" program is a very good option for organizations with limited training budgets. The key is to have a multi layered approach. A single individual is fine if there is a baseline understanding of the new product throughout the entire staff. But in this case when a new concept accompanies a new product preventative steps should be taken. With a single Trainer the risk is too high. What happens if that person leaves? Or what happens when the new concept spans multiple business and technological departments, and it's not clear who will need to use them or in what capacity?

These and countless other situations make developing an internal "train the trainer" program a smart option. "Training the trainer" means identifying several existing staff members, who have varying levels of technical expertise, relative to their department, and teaching this person to train other staff members to use the new software and interfaces and technology. By training one key person in the respective department to train others in the organization, you distribute the knowledge and create a repository of knowledge within the organization so that no one person carries all of the organization's knowledge. This also allows the Trainers from each department to share insight and work together to overcome obstacles.

A “train the trainer” program would involve sending one staff member from each department to an outside training class to learn about the technology & processes associated with the new unit and respective technology. Then teaching that staff member how to train other people on staff in his or her respective department. It is important to train the trainer on how to teach other people so that the information can be spread effectively. Effective train the trainer programs will teach trainers such skills as:

- How to facilitate a meeting
- How to deal with students who are having trouble
- How to teach effective note-taking.

The trainer will also be provided with:

1. Presentations for In-Class Training at the PLCB
2. Take home documentation of DVD/CD
3. User Guides for onsite utilization
4. Detailed specifications documents for their ongoing knowledge base
5. FAQ's
6. Step by step guides for basic functionality
7. Demo access to a training database to emulate a staged environment

Many companies work with limited training and staffing resources and do not generally have an IT department to meet their technology training needs or another department to supply training support. Our goal is to provide that missing element and build a strong foundation to your day forward training infrastructure.

Reasons to Train the Trainer

Although a train the trainer program may not work for every organization, there are some great benefits that apply to all organizations. In general, it is a relatively inexpensive and painless way to make the most out of your time investment. While it may be possible, and at times necessary, to send staff to outside training classes (for specialty software that only one position may use; for example), there are compelling reasons to consider a train the trainer approach to:

In House Resource – Having an internal, friendly face to access for information makes a big difference. A word of caution, however, organizations often make the mistake of making people take on trainer responsibilities on top of their existing duties, without making any changes in these duties. This is a sure way to burn out the very person you need to rely on. Given that most staff are already operating at a high utilization level, it is important that some of the designated trainer's existing duties be redistributed to keep the job manageable and keep them focused on the material.

Empower your organization -- By developing internal training resources, organizations increase their resources and teach staff to be self-reliant. Because the in-house trainer is a peer whom other staff members feels comfortable with, this can alleviate some of the fear that is endemic to learning something new.

Use technology skills throughout your organization -- By training internally on all of the technology contained in the new unit, hardware and

) software can more readily be used across the agency. Since the trainers are always around, they can share their skills with different departments as needed.

Making the Decision

While a train the trainer program can work well, there are some very important points to be aware of with this program. If you rely on one trainer, when the trainer leaves, there's often an even bigger hole in the organization to fill. For this reason, it's important to use, maintain, and update any internal documents developed from the training documents to maintain the training process. This way the new trainer can assume the role without too much trouble.

) In addition, some organizations don't factor in the true costs of such programs. You need to consider the cost in terms of staff time. Generally, in-house staff who are suitable train the trainer candidates can only deal with one or two people at a time; the ability to teach a large class is rare. Thus, you need to factor in the cost of your trainer's (and trainees') time as he or she learns to be a trainer of small groups (4-5) effectively.

Finding Your Trainer

) Teaching, like other skills, is learned more easily by some than by others. While in principle anyone can learn to become a trainer, you would probably be best served by making sure that the staff members chosen have disposition to take on this role.

So first make sure your trainer has the capacity to be a “teacher”, since it is true that while almost any one can learn technology, it is not true that everyone can teach technology. There are a number of skills that a good trainer must possess:

Patience -- Patience is the most critical skill for teaching in general, and technology training in particular. Most techies are notoriously impatient people. They will often resolve your problems without teaching you how to resolve them yourself. This is fine for the immediate situation, but does not support the long-term empowerment of individuals or the organization.

Facilitation skills -- A trainer, in addition to being a teacher, is also a group facilitator. Given the diversity of skill levels and ability in a training class (this can be minimized by doing a good assessment at the onset of starting any training course and grouping like-skilled students together), the ability to work with a group of trainees is an important skill for the trainer to possess.

Ability to teach people at different skill levels -- Remember that technology can be intimidating, especially to novices. If you move too fast or do not explain the information in a language that is familiar to the students, you will lose them. Using analogies that are relevant to student's everyday life and inserting generous doses of humor are invaluable ways to make students feel comfortable.

Program Overview

Keeping information fresh and reinforcing new learning is a constant challenge to the trainer.

- How do you choose activities that are engaging?

- How do you assess the level of knowledge already in the room?
- The formula for creating a successful training session

This train-the-trainer program will teach participants how to determine the needs of an audience, improve classroom process, handle detractors, use activities effectively, and understand the material at the trainee level.

Course Outline

The Good, the Bad, and the Ugly: Characteristics of Exceptional Trainers

Some trainers are excellent. Some are less than stellar. Most fall in between. This program defines the characteristics the trainer will need and what it takes to become trainer.

100,000 ft. view: Understanding the entire environment

An intense overview that involves interaction with the people that designed, built, and implemented the Wine Kiosks.

- An understanding of the interconnections between the PLCB infrastructure and the Satellite Wine Kiosk networks.
- An understanding of the components that make up the unit and their functionality.
- An understanding of the operation work flow process involved in each unit
- An in-depth , onsite, view of the assembly of one of the units
 - Individuals will be able to have first hand experience with the components and their assembly
 - Recognize functionality and contraindications
 - Understand the physical connections of the many components.

Picture Perfect: What a Solid Training Program Looks Like

In this unit, participants will review the elements of a successful training program including such features as needs analysis and evaluation. They will learn how to modularize the training into consumable pieces. They will understand how to use the large amount of material they will be provided to personalize their approach

Needs Analysis: From Performance Gap to Objectives

The participants will learn how to proctor the developed program in a manner that lets them teach the material and monitor needs analysis. Participants will learn how to determine what their participants think is important; what they don't know that they need to know in order to do their jobs; if training is the best approach for acquiring those skills; how to write solid training objectives, and finally how to give their trainees feed back on their efforts

Flipcharts, Power Point, and Slides: Effective Visual Aids

Choosing and using visual aids is an integral part of the training process. This section reviews available options and the benefits and drawbacks of each. The participants will then be shown how to utilize the material provided by the Trainer.

Trainers' Couch: Answers to the Toughest Questions

- What do you do when you don't know the answer?
- How do you keep training fresh and interesting to the trainer?
- What if your participants just aren't responding?

This challenging discussion gives participants an opportunity to solve the problems encountered by both experienced and new trainers alike.

At the program's conclusion, participants will have an understanding of adult learning principles, how to write effective learning objectives, how to use activities effectively, and how to handle the toughest crowds. When combined with presentation skills training, participants will benefit from individual coaching to improve their specific challenges as trainers and presenters.

TRAINING TOPICS & STAFF:

There will be four different areas of training the participants will be take part in. They will be broken out into functional areas that correlate to the challenges faced by the participants.

The program will start with technical and operational aspects of the training.

TECHNICAL TRAINING

The technical training will be led by Josh Cook. Mr. Cook is a tenured Microsoft Certified Engineer and Cisco Certified Engineer with a Computer Science Degree. The areas Mr. Cook will be focusing on are as follow:

1. Network Infrastructure
 - a. Relationship of Kiosk to PLCB Frame Relay Network
 - i. Router Role & Functionality
 - ii. Service Roles
 - iii. IP Schema overview and naming convention
 - b. First Data connection overview

c. IP Network Camera

i. Overview

ii. Integration and relationship to Customer Support Service Center

iii. Camera Operation

1. IP Configuration

2. Physical Set-up

3. Camera Functionality

4. Software interface

a. Admin mode

b. Software Settings

5. Troubleshooting

d. Customer Service Support Center

i. Overview

ii. LAN Diagram & IP Schema

1. Relationship to IP Camera Network

2. Workstation specs and configuration

3. Workstation audio connections

4. Workstation video connections

iii. Camera Software

1. Software installation and configuration

2. Multi-Screen Interface

3. Audio Interface

4. Direct Kiosk Access for Audio & Visual controls

iv. Storage

1. Video
 - a. Recall
 - b. Query
 - c. Playback
 2. Registration Record
 - a. Recall
 - b. Query
 - c. Database access
- e. Kiosk PC's
- i. System Integration PC
 1. Specs and configuration
 2. IP Schema
 3. Monitoring
 4. Access

APPLICATION TRAINING

The application training will be led by Mark Moyer. Mr. Moyer has over 20 years of application development, design, and support experience. The areas Mr. Moyer will be focusing on are as follow:

2. Application Training
 - a. Reporting
 - i. Preconfigured Reports
 - ii. Integrated reporting
 - iii. Real-Time Transactions
 - b. Kiosk Interface

- i. Access
- ii. Functionality
- iii. Integration
 - 1. Overview
 - 2. Technical design
 - 3. Database management
- iv. Administrative Mode
- v. IP Schema and naming
- vi. Component integration
 - 1. Biometric reader
 - a. Overview
 - b. Support access
 - c. Escalation process
 - d. Troubleshooting
 - 2. ID Scanner
 - 3. TruTouch
 - 4. Advertising Monitor
 - 5. Scanning device
 - 6. Locking mechanisms
 - 7. Employee Identification
- c. Customer Support Service Center Software
 - i. Overview
 - ii. Enterprise Support Software
 - 1. Camera integration

2. Queuing process
 3. On-Demand access to Kiosk
 4. Adding additional Kiosk locations
 - a. Naming convention
 - b. Configuration
 - c. Kiosk Location configuration
- iii. Integrated Camera Software
1. Overview
 2. Software loading
 3. Troubleshooting
 4. Configuration & Access

PHYSICAL UNIT TRAINING

The physical unit training will be led by Mike Fiore. Mr. Fiore has over 15 years of IT & Operations experience. The areas Mr. Fiore will be focusing on are as follow:

3. Physical Unit Training: Wine Kiosk Unit
 - a. Overview
 - i. Components
 1. Site visit to staging facility
 2. Functionality of components
 - ii. Functionality
 1. PLCB application of component
 2. General use
 - iii. Design
 - iv. Testing

b. Overview of Customer Experience

i. Registration Process

1. Creation of Registered User

2. Step by step process or registration

3. Checks & Balances

a. Rejection Points

b. Approval Points

c. Interaction

4. First Time Shoppers

a. Complete step by step through POS displays

b. ID Check and comparison with BioMetric

i. Approval

ii. Failure

iii. Customer Service Interaction

c. Alcohol Detection

i. Approval

ii. Failure

iii. Customer Service Interface

d. Credit Card Transactions

i. Stored

ii. Swiped

5. Sample Transaction

a. Initialization

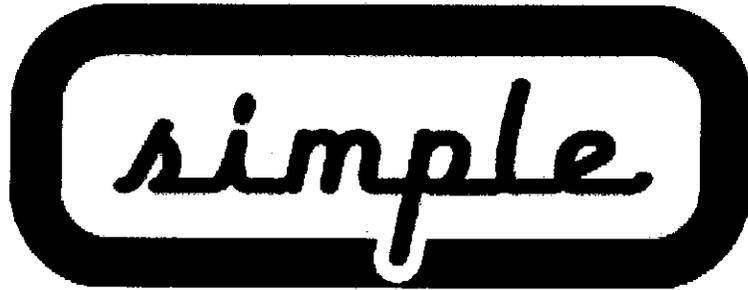
b. Selection

- c. Continued Shopping
- d. Check Out
- c. Stocking
 - i. Employees Identification
 - ii. Employee Access
 - iii. Reports
 - iv. Inventory management
- d. Maintenance
- e. Support request

“TRAIN THE TRAINER” TRAINING

The “train the Trainer” training will be led by a designated Career Concepts Training Manager. Career Concepts has over 15 years of outsourced human resources and training experience. The areas Career Concepts will be focusing on are as follow:

- 4. Physical Unit Training: Wine Kiosk Unit
 - a. The Good, the Bad, and the Ugly: Characteristics of Exceptional Trainers
 - b. 100,000 ft. view: Understanding the entire environment
 - c. Picture Perfect: What a Solid Training Program Looks Like
 - d. Needs Analysis: From Performance Gap to Objectives
 - e. Flipcharts, Power Point, and Slides: Effective Visual Aids
 - f. Trainers' Couch: Answers to the Toughest Questions



Simple Brands, LP.
SUBMITTAL RESPONSE TO RFP 20080318 WINE
KIOSKS II-8
April 14th, 2008

Abstract

This paper provides a technical response to Sections II-1 through II-12 of RFP 20080318. This document is based on the information gathered from the RFP 20080318 Wine Kiosks, the April 16th Mandatory Proposes Meeting & the published responses to those questions submitted April 8th 2008.

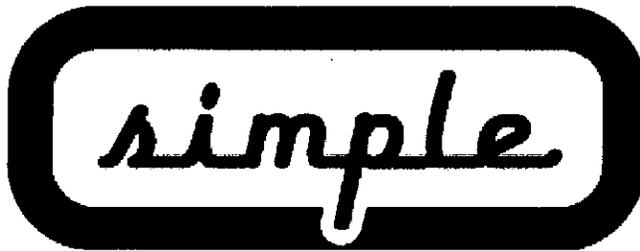
Authorized Representative of Simple Brands, LP.

James D. Lesser,
President, Simple Brands, LP.

II-8 FINANCIAL CAPABILITY

The principals of Simple Brands include some of Philadelphia's most sophisticated financiers including Mr. Ira M. Lubert, Chairman and CEO of Independence Capital Group. It is anticipated that Simple Brands will be capitalized through a combination of debt and equity should Simple Brands be awarded the contract for this initiative. Simple Brands expects total capital requirements including research & development to range between \$8 to \$10 million. The company is a special purpose limited partnership, formed specifically and exclusively for the purpose of this transaction. The majority owner of the limited partnership has provided a loan to the limited partnership in the amount of \$1,000,000.00 representing monies required to take this transaction through to the date of the contract being awarded. Other than these sums, there are no assets or no liabilities with the exception of the value that in the future will be attributed to patent applications and licensing agreements which are necessary to the implementation of this contract.

Your applicant believes that this explanation should satisfy any concern of the Pennsylvania Liquor Control Board with respect to the limited partnership's financial stability and economic capacity to perform the contract requirements. Should any additional information be desired, your applicant is immediately prepared to provide such information.



Simple Brands, LP.
SUBMITTAL RESPONSE TO RFP 20080318 WINE
KIOSKS II-9
April 14th, 2008

Abstract

This paper provides a technical response to Sections II-1 through II-12 of RFP 20080318. This document is based on the information gathered from the RFP 20080318 Wine Kiosks, the April 16th Mandatory Proposes Meeting & the published responses to those questions submitted April 8th 2008.

Authorized Representative of Simple Brands, LP.

James D. Lesser,
President, Simple Brands, LP.

APPENDIX M
PROPOSED CONTRACT FOR
WINE KIOSKS



CONTRACT NO. 20080318

WINE KIOSKS

BETWEEN:

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LIQUOR CONTROL BOARD
PROCUREMENT DIVISION
ROOM 413, NORTHWEST OFFICE BUILDING
HARRISBURG, PA 17124-0001**

AND

CONTRACTOR TO BE DETERMINED

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CONTRACT
GENERAL CONDITIONS

1. **PARTIES**

The parties to this agreement (hereinafter referred to as "Contract") are the Commonwealth of Pennsylvania, Pennsylvania Liquor Control Board, (hereinafter referred to as "PLCB") and _____ (hereinafter referred to as "Contractor"). The parties hereby agree as follows:

2. **DEFINITIONS** - For purposes of this Contract, the following terms and definitions apply:

- A. **Board** - The Commonwealth of Pennsylvania, Pennsylvania Liquor Control Board (PLCB).

- B. **Business Day** - A weekday, excluding Commonwealth of Pennsylvania holidays.

- D. **Commonwealth** - The Commonwealth of Pennsylvania, including the Pennsylvania Liquor Control Board (PLCB).

- E. **Contact Person** - The PLCB official responsible for administering the Contract. This individual shall be the Contractor's primary contact for Contract questions and other issues.

- F. Contract Year - One (1) full year beginning on the Effective Date of this Contract, and each subsequent full year thereafter during the term of this Contract. The final Contract year may be less than a full calendar year.

- G. Contracting Officer - The person or his/her designee authorized to sign the Contract on behalf of the PLCB.

- H. Contractor - **TO BE DETERMINED (Name and business address of Contractor).**

- I. Contractor Project Manager - the Contractor's official or his/her designee responsible for the overall project management and coordination. This individual will be the primary point of contact with the PLCB.

- J. Credit Card – Visa, Mastercard, American Express and/or Discover.

- K. Day - A calendar day.

- L. Distribution Center - A building designated for the receipt of merchandise, storage of merchandise and outbound transportation of merchandise. Also referred to herein as "warehouse" or "facility."

- M. Holiday - A day on which the PLCB Central Office, and/or PLCB wine and spirits stores are closed or not operating normally. (See Appendix I of PLCB RFP 20080318, as incorporated herein by reference, for the store holiday schedule).
- N. In Writing - Other than verbal, i.e., via U.S. postal, electronic or facsimile transmission and/or delivery.
- O. Merchandise - Liquor (wine or spirits), accessories, and supplies tendered to the PLCB for resale.
- P. Minor – A person under the age of twenty-one (21) years.
- Q. PLCB - The Commonwealth of Pennsylvania, Pennsylvania Liquor Control Board.
- R. Satellite Wine Store – a bottled wine vending machine, together with the space in which it is located.
- S. Store(s) - Locations for the retail sale of merchandise operated by the PLCB, also referred to herein as PLCB and/or Pennsylvania Liquor Stores, wine and spirits stores, the retail liquor store system and retail locations.
- T. Weekday - A day of the week, except Saturday or Sunday.

U. Wine kiosks – Bottled wine vending machines.

3. **TERM OF CONTRACT** - The term of the contract shall commence on the Effective Date (as defined below) and shall end at the close of business ~~ten (10) years from the effective date.~~ The Effective Date shall be fixed by the Contracting Officer, or his/her designee, after the PLCB receives written TTB approval of its business plan, and after the contract has been fully executed by the Contractor and by the PLCB/Commonwealth, and all approvals required by Commonwealth contracting procedures have been obtained. The Contract shall not be legally binding until after the Effective Date is affixed and the fully-executed Contract has been sent to the Contractor. The Contracting Officer, or his/her designee, shall issue a written Notice to Proceed to the Contractor directing the Contractor to start performance on a date, which is on or after the Effective Date (but in no event shall be later than XX days following the Effective Date). The Contractor shall not start the performance of any work prior to the date set forth in the Notice to Proceed. ~~No PLCB employee has the authority to verbally direct the commencement of any work under this Contract.~~

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Deleted: and the PLCB shall not be liable to pay the Contractor for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed

The PLCB reserves the right, upon ninety (90) days written notice to the Contractor for each option period, to extend this Contract for five (5), one (1)-year option periods, subject to the terms and conditions set forth in the initial contract term. As specific projects are requested by the PLCB and agreed to by both parties, the Contractor shall submit a detailed work plan, schedule of deliverables and cost for PLCB approval prior to

the commencement of any work during the option year(s). [NEED CLARIFICATION]

In addition, the PLCB, in its sole discretion, shall have the right, at the expiration of the Contract, to extend the term of the Contract, or any part of the Contract, for up to three (3) months, upon the same terms and conditions, in order to prevent a lapse in contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract, if deemed necessary by the PLCB.

4. **SERVICES TO BE PROVIDED** –

A. On the Effective Date of this Contract, as defined in Paragraph 3, Term of Contract, the Contractor shall perform all tasks and requested services as set forth within this Contract.

B. ~~The Contractor shall lease and provide fully functional wine kiosks, in accordance with the implementation timelines as agreed to by the parties,~~ for the PLCB to place in locations throughout the Commonwealth designated by the PLCB as satellite wine store locations. ~~The kiosks will be monitored via a PLCB-staffed customer service support center. Contractor shall provide maintenance services related to the wine kiosks as more fully described in Section XX.~~

Deleted: On the Effective Date, as defined in Paragraph 3, Term of Contract, t

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C. The Contractor shall accomplish the following in a manner that

properly supports the project due dates. The PLCB reserves the right to review all proposed methodologies and recommendations, and to determine when implementation will occur.

Deleted: or if

Task 1 – Within ninety (90) days of issuance date of the Notice to Proceed, the Contractor will identify an appropriate wine kiosk or similar solution meeting the requirements of this RFP and will provide the PLCB with its concept, including its business plan, implementation timelines, and options for installing said devices using commercially reasonable practices/benchmarks.

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Deliverable: The Contractor will provide the PLCB with a detailed report describing the proposed solution's technical requirements, required level of effort to set-up the system, and associated costs to Contractor. In addition, the Contractor will provide a PowerPoint presentation or another form of visual presentation outlining system implementation options.

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Task 2 – Within one hundred twenty (120) days of issuance date of the Notice to Proceed, the Contractor will provide visuals of the proposed wine kiosk based on the approved concept.

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Deliverable: The Contractor will present renderings and schematic drawings of the prototype of the pre-approved concept. The Bill of Materials ("BOM") will be developed for

the prototype and pre-production units. A full testing process will be developed to test the prototype, including, but not limited to:

1. Physical attributes
2. Software Interface
3. Data integration to PLCB/Oracle Retail Management System
4. Network Communication
5. Inventory process and controls
6. Registration process
7. Point-of-sale ("POS") process
8. Assembly
9. Updated Project Plan

Task 3 = Following completion of Task 2 and PLCB's acceptance of the Deliverables associated with Task 2, the Contractor will be required to provide a fully-functional prototype model which, together with the PLCB, will be tested, and all test results will lead to modification of the a pre-production or BETA unit based on the approved concept. [DISCUSS TIMING OF TASK]

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Deliverable: The Contractor and the PLCB will test the prototype. The Contractor will present the test findings to the PLCB. The Contractor will revise the BOM and project plan to reflect any project change orders resulting from the

testing or modifications during testing. The revised project plan will contain estimates on unit delivery, and success criteria for pre-production or BETA units, as well as a project plan.

Task 4 - The Contractor will be required to provide a full development plan for the software interface to the PLCB/Oracle Retail Management System and all software related to the functionality of the controller personal computer ("PC"), and to the customer service support center.

[DISCUSS TIMING OF TASK]

Deliverable: The Contractor will provide an application development plan for the software interface to the PLCB/Oracle Retail Management System for the transmittal of satellite wine store transactions, inventory management and other data as required to allow the kiosk to function as a store in the Oracle RMS system. The Contractor will also be responsible for the integration and functionality of all software and drivers and OS related to the controller PC.

Task 5 - The Contractor will be required to provide a comprehensive rollout schedule.

Deliverable: The Contractor will provide a detailed, written comprehensive rollout schedule and corresponding project plan which will include, but not be limited to:

1. A determination of the number of controller PCs involved in the final deployment and the time required installing each;
2. A list of the resources needed to complete the process within the schedule;
3. Identification of personnel needed for the deployment processes, and associated training requirements;
4. A fully-detailed rollout plan, which incorporates a description of the PLCB's installation methodology;
5. Resolution of problems related to the distribution or installation;
6. Reports on the rate and success of deployment; and,
7. Documentation of success criteria.

Task 6 - Within one (1) year from the issuance date of the Notice to Proceed but in no event earlier than October 7, 2008, the Contractor will set up and install the wine kiosks, video links, and other hardware/software components and in general, and provide implementation support, PLEASE CLARIFY WHAT IS EXPECTED BY

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THE END OF ONE YEAR] The Contractor will maintain the wine kiosks for the remaining term of the contract, in accordance with the requirements set forth in Section XX.

Deliverable: The selected contractor will ~~install and make~~ operational the proposed wine kiosks. Installation will include placing the wine kiosks in the location designated by the PLCB and, with the PLCB's networking, making them operational.

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D. The PLCB shall perform the responsibilities and provide the equipment, software, materials and resources as described in the applicable project or business plan. Contractor's nonperformance of its obligations under this Contract shall be excused if and to the extent such nonperformance results from or are related to (1) the PLCB's failure to perform its responsibilities or provide the equipment, software, materials or resources set forth in the applicable project or business plan or (2) defects with or caused by any equipment, software, materials or resources provided by the PLCB.

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5. **REPORTS AND PROJECT CONTROL** - The Contractor shall submit reports, receipts, forms and/or [controls] [CLARIFICATION NEEDED] as the PLCB shall reasonably require.

A. Project Plan

The Contractor must prepare, maintain and provide to the PLCB a

detailed project plan for each task outlined in this Contract. The plan must clearly establish the work elements of each task, the resources assigned to each element, the time allotted to each element, task dependencies and deliverable items to be produced.

B. Progress Reports

The Contractor shall prepare and submit to the PLCB written weekly progress reports during Tasks 1, 2, 3, 4, 5, and 6 addressing project status, significant accomplishments during the reporting period, problems, and recommendations for resolution. Reports must be in electronic format to the PLCB Contact Person by Tuesday of each week for the previous week and will show progress through the entire week.

C. Project Meetings

During the course of work, the Contractor's Project Manager and the PLCB will hold regularly scheduled conference calls at mutually agreeable times. In addition, the Contractor shall attend project meetings with the PLCB approximately one (1) time per month. The meetings will take place in Harrisburg, Pennsylvania or by videoconference. The PLCB Contact Person will schedule all meetings. The purpose of these meetings may include, but will not be limited to, project status and presenting recommendations and strategies.

6. PROJECT CHANGE CONTROL PROCEDURES - The PLCB reserves

the right to request changes to the Tasks or Deliverables described above through change orders at any time during the term of the Contract or any extensions or renewals thereof. Any such change order shall be in writing and signed by the Contact Person. Changes relating to the work to be accomplished by the Contractor under the Contract may be requested at any time by either party to the Contract. The change order shall be effective as of the date such change order is executed by Contractor, unless the change order specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract. The Contractor must provide written notice to the PLCB when such a change order will result in increased costs or delay of deliverables. In such a case, the PLCB and the Contractor shall negotiate and agree on appropriate fees for services or materials required under the change order within ten (10) days of the required effective date of the change order.

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The Contractor agrees to provide the service in accordance with the change order following agreement on the appropriate fees and acceptance of the change by Contractor. Any dispute by the Contractor in regard to the performance required under any change order shall be handled through Paragraph 23, Contract Controversies.

For purposes of this Contract, "change order" is defined as a written order signed by the Contact Person directing the Contractor to make changes authorized under this Paragraph 6.

This procedure will be used by the PLCB and the Contractor to control changes relating to the work to be accomplished by the Contractor. It will also be used if modifications to deliverables are requested.

- A. The PLCB or Contractor personnel requesting the change will write a Project Change Request (PCR) which describes the change, and includes the necessary rationale and/or effect the change will have on the project. PCRs shall be numbered sequentially, starting with number one.
- B. The PLCB Contact Person or Contractor Project Manager, as appropriate, will review the proposed change. It is then accepted or rejected by the other party. If rejected, the PCR is returned to the originator.
- C. The PLCB Contact Person and Contractor Project Manager will weigh the merits of the proposed change and approve it or reject it for the cost estimated by the Contractor to investigate the PCR.
- D. Appropriate work will take place after approval for investigation. After determination by the Contractor of the effects on price and schedule, the proposed change will be approved or disapproved by the PLCB.
- E. Each PCR approved in the PCR process must be signed by both

parties and will be incorporated into the Contract and will not require any additional written Contract amendment(s), provided that the PCR process may be used in this manner only to accomplish the expeditious approval of necessary modifications or other project deliverables, previously unforeseen. However, it may not be used to modify other Contract language or any other terms or conditions of the Contract.

7. **NEW OR ADDITIONAL SERVICES** - Upon request of the PLCB, the Contractor shall perform new or additional services, not otherwise provided for in this Contract, at rates mutually agreed upon in writing.

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8. **ACCEPTANCE** -

- A. The Contractor shall notify the PLCB when each deliverable is completed and ready for acceptance by the PLCB. The PLCB shall have five Business Days to review the applicable deliverable, unless otherwise agreed to in writing by the parties, (the "Acceptance Period").

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- B. Following receipt by the PLCB of the Contractor's notification of completion of a particular task, the PLCB shall, within the Acceptance Period, either:

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1. Provide the Contractor with its written acceptance of the deliverables for that task or,

2. Identify to the Contractor, in writing, the failure of the deliverable to materially comply with the PLCB's specifications (each failure, a "Defect"), listing all Defects with reasonable detail.

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C. If the PLCB notifies the Contractor during the Acceptance Period that a deliverable contains a Defect, the Contractor must provide written justification for its failure. The PLCB may either waive the requirement as not applicable to the PLCB's business requirements, or require that the Contractor provide an alternative deliverable that does not contain a Defect. Any waiver of the requirement must be in writing.

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D. Upon the Contractor's receipt of the PLCB's written notice of rejection, the Contractor shall have thirty (30) business days to submit a detailed plan to resolve the Defect, or such other time as the PLCB and the Contractor may agree in writing is reasonable, within which to submit the plan to correct the Defect. The Contract shall then correct the Defect within the time period agreed upon in the applicable plan. Upon receipt of such corrected and resubmitted deliverable and certification, the PLCB shall have an additional Acceptance Period (which in no event shall exceed the length of the original Acceptance Period) to review the deliverable and to confirm that the Defect has been

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corrected and provide the Contractor with its acceptance of the applicable deliverable.

E. If the PLCB fails to notify Contractor of its acceptance or rejection of a deliverable (whether as originally submitted or as revised in accordance with procedure set forth above) within the applicable Acceptance Period the PLCB shall be deemed to have accepted the Deliverable.

F. If, in the opinion of the PLCB, the corrected deliverable still contains the Defect, the procedure above shall be followed again until the Defect is corrected. If after two attempts to cure a Defect, Contractor has not corrected the Defect, the PLCB may, in its sole discretion, either:

1. Repeat the procedure set forth above,

2. Terminate the Contract pursuant to Paragraph 24, Termination Provisions, and pursue any and all remedies to which the PLCB is entitled under this Contract and/or at law or in equity.

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10. OFFICE SPACE – Except as may otherwise be stated in the applicable project or business plan, the PLCB will have no obligation to provide any office space to the Contractor. The PLCB will, however, work with the

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A. These liquidated damages provisions shall be in addition to and not in substitution of any other remedy or remedies available to the PLCB at law or in equity. ¶

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B. By accepting this Contract, the Contractor agrees to the delivery and schedule requirements of this Contract. If the Contract schedule is not met or certain agreed deliverables are not delivered pursuant to the Contract requirements, the delay and/or failure to deliver will interfere with the PLCB's programs and operations. In the event of any such delay or downtime, it would be impractical and extremely difficult to establish the actual damage for which the Contractor is the material cause. The PLCB and the Contractor, therefore, agree that, in the event of any such delay or failure to deliver, the amount of damage potentially assessable shall be the amount to be set forth in this Paragraph 9 and agree that the Contractor, at the PLCB's discretion, 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, failure or downtime. The Contractor agrees that the PLCB shall have the right to recover damages, in the amount equal to the damages incurred, by deduction from the Contractor's performance bond for this Contract or from any other Commonwealth contract, or by direct billing to the Contractor. ¶

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C. The parties agree that delays by the Contractor in meeting deadlines may result in damages to the PLCB. ¶

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D. To the extent that the delay is caused by the PLCB or any third party (other than the Contractor's subcontractors), no liquidated damages will be applied. ¶

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E. The Contractor shall not be liable for liquidated damages if the delay to the Contract arises out of causes beyond the control of and with [1]

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Contractor to the best of its ability to ensure that sufficient space is made available to the Contractor to accomplish the project while on site.

11. **EQUIPMENT AND MATERIALS** - The Contractor shall furnish all software, materials, and other necessary equipment for its employees to perform its Contractual requirements. All equipment provided by the Contractor shall remain the property of the Contractor.

12. **INSURANCE AND SURETY** -

A. **Insurance** - Except as provided for in Subparagraph 12.A.3 below, the Contractor shall purchase and maintain at its expense for the term of the Contract the following types of insurance, issued by companies and evidenced by policies, both of which are acceptable to the PLCB.

1. **Workers' Compensation Insurance** - The Contractor shall obtain workers' compensation insurance sufficient to cover all of the employees of the Contractor or any subcontractor working to fulfill this Contract.

2. **Comprehensive General Liability and Property and Damage Insurance** - The Contractor shall obtain Comprehensive General Liability and Property Damage Insurance in an amount not less than one million dollars (\$1,000,000.00) for injury to or death of one (1) person in a

single occurrence, and three million dollars (\$3,000,000.00) for injury to or death of more than one (1) person in a single occurrence, and five hundred thousand dollars (\$500,000.00) for a single occurrence of property damage.

The Contractor shall submit to the PLCB current certificates of insurance naming the PLCB as an additional insured within ten (10) days after written notice to furnish such certificates before the PLCB will issue the Notice to Proceed. Upon the PLCB's written request, the Contractor shall provide the PLCB with a copy of any policy, which names the PLCB as an additional insured on the general liability policy. These certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or changed until at least thirty (30) days prior written notice has been given the PLCB. Copies of such notification shall be sent to the Contracting Officer.

The Contractor also agrees to authorize any provider of insurance coverage required under this Contract, to notify the Contracting Officer of any notices or premiums due by sending a copy of such notice to the Contracting Officer. The PLCB reserves the right, in the event of any default by the Contractor on any premiums due hereunder, to cure said default and to deduct such premiums from any monies due the Contractor.

If the Contractor does not maintain insurance as required by this Paragraph 12, the Contractor will be considered in default of this Contract pursuant to Paragraph 21, Default.

3. Flood Insurance – If applicable, the Contractor shall maintain flood insurance insuring the interest of the PLCB in all PLCB materials in the custody of the Contractor. The amount of the insurance maximum will be based upon the allowable insurance available for that specific site. This clause is applicable to any and all facilities/equipment of the Contractor used to perform the requirements of this Contract which are situated in a flood plain designated by the United States (U.S.) government.

B. Personal Injury/Property Damage - Without in any way limiting the scope of Subparagraph 12.A above, the Contractor shall be liable for all personal injuries or tangible property damage to invitees while on the Contractor's or the PLCB's property caused by the negligence of the Contractor. The Contractor shall also be liable for any personal injuries or tangible property damages sustained by the PLCB, its agents, servants, employees or invitees resulting from the negligent activities of the Contractor, its agents, servants, employees or invitees. The Contractor shall also be liable for any and all harm to PLCB merchandise resulting from the care, maintenance, installation and/or operation of the wine kiosks.

- C. **Occupational Safety and Health Requirements** - All matters dealing with the health, welfare and working conditions of the Contractor's employees are the responsibility of the Contractor. The Contractor agrees to comply with all local, state and federal regulations governing health, welfare and occupational safety standards.
- D. **Performance Surety** -The Contractor agrees to furnish, at its own expense, a performance bond or other performance guarantee acceptable to the PLCB in the amount of three million dollars (\$3,000,000.00) and which is renewable annually for the term of the Contract. Forms of performance guarantees acceptable to the PLCB include performance bonds, irrevocable letters of credit or certified or cashier's/bank checks. The initial performance guarantee must be submitted to the PLCB within ten (10) calendar days after written notice from the PLCB to furnish such surety before the PLCB will issue the Notice to Proceed (see Paragraph 3, Term of Contract). Any subsequent performance surety must be in place thirty (30) calendar days before the expiration of the current performance surety. This Contract shall be included by reference in its entirety on the performance surety without exclusion. The performance surety shall guarantee the Contractor's performance in all aspects of the contents and provisions of this Contract. If the Contractor is unable to secure a performance bond or other acceptable performance guarantee,

the Contractor will be considered in default of the Contract pursuant to Paragraph 21, Default.

13. **CONDUCT OF SERVICE** -

- A. **Work Performance** - Unless otherwise provided herein, the Contractor shall furnish all necessary qualified personnel and equipment to perform the requirements set forth in the Contract. Unless otherwise mutually agreed by the parties, all services required in the Contract shall be performed within the time periods specified in the Contract. In determining whether or not the Contractor has performed with due diligence hereunder, it is agreed and understood that the Contact Person may measure the amount and quality of the Contractor's effort against the representations made by the Contractor and in comparison with the schedules and guidelines established by the PLCB under this Contract in determining the extent of services to be provided. The Contractor shall be compensated in accordance with the terms and conditions of this Contract. The Contractor's work hereunder shall be carried out under the supervision of the Contact Person. The PLCB will, within five (5) days of the Effective Date of this Contract, provide the Contractor with the name of the Contact Person. The PLCB acknowledges that the Contact Person is authorized to act on behalf of and make decisions for the PLCB.

1. **PLCB Policies/Procedures** - The Contractor shall use and follow all policies, practices, systems, and procedures as provided by the PLCB to the Contractor in writing prior to the Effective Date.

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2. The Contractor is required to replace any staff member(s) as soon as reasonably possible following notification by the PLCB, if in the opinion of the PLCB, the identified staff member is not performing his or her duties to the reasonable satisfaction of the PLCB or is deemed not qualified by the PLCB to perform his or her duties.

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B. **Clerical/Administrative Costs** - The Contractor is responsible for and agrees to pay for all clerical and administrative costs which it incurs incidental to the terms and conditions of this Contract.

C. **Offset Provision** - The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other debt or obligation of the Contractor or its subsidiaries that is owed to the Commonwealth and is not being contested on appeal against any payments due the Contractor under this or any other contract with the Commonwealth.

D. **Nondiscrimination/Sexual Harassment Clause** - The

Contractor agrees to the conditions of Appendix A of PLCB RFP 20080318, as incorporated herein by reference.

E. **Contractor Integrity Provisions** - The Contractor agrees to the conditions of Appendix D of PLCB RFP 20080318, as incorporated herein by reference.

F. **Liquor Code** - The Contractor agrees to the conditions of Appendix B of PLCB RFP 20080318, as incorporated herein by reference.

G. **Adverse Interest Act** - The Contractor agrees to the conditions of Appendix C of PLCB RFP 20080318, as incorporated herein by reference.

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H. **Americans with Disabilities Act** - The Contractor agrees to the conditions of Appendix H of PLCB RFP 20080318, as incorporated herein by reference.

I. **Contractor Responsibility Provisions** - The Contractor agrees to the conditions of Appendix G of PLCB RFP 20080318, as incorporated herein by reference.

J. **Covenant Against Contingent Fees** - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or

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understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the PLCB shall have the right to terminate this Contract, in writing, without liability, or, in its discretion, to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

K. **Licenses Required** - The final award of this Contract is contingent upon the satisfactory issuance to the Contractor of any appropriate federal, state or local license, or permit legally necessary to operate.

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L. **Other Contractors** - The Contractor, its servants, agents and employees shall fully cooperate with and not restrict facility access to other PLCB/Commonwealth contractors and/or employees inasmuch as the performance of work of such other contractors and/or Commonwealth employees is related to the operation of the PLCB's business. The Contractor, its servants, agents and employees, shall not commit or permit any act which will interfere with the performance of work by any other PLCB/Commonwealth contractor and/or employees. This Subparagraph 13.L shall be included in the contracts of all contractors with whom this Contractor will be required to cooperate in the performance of this Contract. The PLCB shall

equitably enforce this Subparagraph 13.L on all contractors to prevent the imposition of unreasonable burden upon any contractor. The Contractor shall be responsible for any costs incurred by the PLCB/Commonwealth or the PLCB/Commonwealth contractors for violations of this Subparagraph 13.L.

M. **Environmental Provisions** - In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations (local, state and federal).

N. **Compliance with Laws** - The Contractor shall comply with all federal and state laws and regulations and local ordinances applicable to Contractors performance of the services under this Contract, including, but not limited to, the Federal Alcohol Administration Act..

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O. **Rights and Remedies** - Failure by the either party to exercise any of its rights and remedies under this Contract shall not constitute a waiver of those rights or remedies.

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P. **Recycled Content Provisions** - The Contractor shall comply with the Post-Consumer Recycled Content Provisions as set forth in Appendix E of PLCB RFP 20080318, as incorporated herein by