

REQUEST FOR PROPOSALS FOR

**TABLE GAMES SECURITY AND PROTECTION EDUCATIONAL AND
TRAINING SERVICES**

ISSUING OFFICE

PENNSYLVANIA GAMING CONTROL BOARD

RFP NUMBER

RFP PGCB2010-01

DATE OF ISSUANCE

January 27, 2010

**REQUEST FOR PROPOSALS FOR
TABLE GAMES SECURITY AND PROTECTION EDUCATIONAL AND
TRAINING SERVICES**

TABLE OF CONTENTS

CALENDAR OF EVENTS	iii
Part I—GENERAL INFORMATION	1
Part II—PROPOSAL REQUIREMENTS	9
Part III—CRITERIA FOR SELECTION	16
Part IV—WORK STATEMENT	19
APPENDIX A, STANDARD CONTRACT TERMS AND CONDITIONS	
APPENDIX B, DOMESTIC WORKFORCE UTILIZATION CERTIFICATION	
APPENDIX C, PROPOSAL COVER SHEET	

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 RFPQuestions@state.pa.us.	Potential Offerors	February 3, 2010
Answers to Potential Offeror questions posted to the PGCB website (http://www.pgcb.state.pa.us/?p=125) no later than this date.	Issuing Office	February 8, 2010
Please monitor website for all communications regarding the RFP.	Potential Offerors	Ongoing
Sealed proposal must be received by the Issuing Office at RFP PGCB2010-01, 303 Walnut Street, Strawberry Square, 5 th Floor Verizon Tower , Harrisburg, PA 17101.	Potential Offerors	February 17, 2010 NLT 12:00 pm

PART I

GENERAL INFORMATION

I-1. Purpose. This Request for Proposals (RFP) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for the **Pennsylvania Gaming Control Board’s (PGCB)** consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need for **Table Games Security and Protection Educational and Training Services** (“Project”).

I-2. Issuing Office. The **Pennsylvania Gaming Control Board** (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be

Steven D. Wilson
303 Walnut Street, Strawberry Square
5th Floor Verizon Tower
Harrisburg, PA 17101
swilson@state.pa.us

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. This RFP is for purpose of obtaining a vendor to provide table games protection and security educational and training services to PGCB employees and other selected individuals. 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 **fixed price deliverable** contract containing the Standard Contract Terms and Conditions as shown in **Appendix A** and available at http://www.dgsweb.state.pa.us/comod/CurrentForms/STD274_SAP.doc. 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. There will be no preproposal conference for this RFP. If there are any questions, please forward them to the Issuing Officer in accordance with Section I-9.

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 PGCB2010-01 Question”**) to the email address indicated on the calendar of events. If the Offeror has questions, they must be submitted via email **no later than** the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the PGCB website by the date stated on the Calendar of Events.

All questions and responses as posted on the PGCB 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 PGCB website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation. The required protest process for Commonwealth procurements is described on the DGS website.

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 PGCB website. 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 by the close of business on or before the time and date specified in the RFP Calendar of Events. The office hours of the Issuing Office are Monday through Friday, 8:30 a.m. to 5:00 p.m. 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. 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 **five (5) paper copies of the Technical Submittal and one (1) paper copy of the Cost Submittal and two (2) paper copies of the Disadvantaged Business Submittal**. In addition to the paper copies of the proposal, Offerors shall submit two **complete and exact** copies of the entire proposal (Technical, Cost and Disadvantaged Business Submittals, along with all requested documents) on 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 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 Flash drive before it was submitted. The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (Appendix C to this RFP) and the Proposal Cover Sheet is attached to the Offeror's proposal, the requirement will be met. For this RFP, the proposal must remain valid for **120** days or until a contract is fully executed. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

I-13. Disadvantaged Business Information. The Issuing Office encourages participation by small disadvantaged businesses as prime contractors, joint ventures and subcontractors/suppliers and by socially disadvantaged businesses as prime contractors.

Small Disadvantaged Businesses are small businesses that are owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages. The term includes:

- a. Department of General Services Bureau of Minority and Women Business Opportunities (BMWBO)-certified minority business enterprises (MBEs) and women business enterprises (WBEs) that qualify as small businesses; and
- b. United States Small Business Administration certified 8(a) small disadvantaged business concerns.
- c. Businesses that BMWBO determines meet the Small Business Administration criteria for designation as a small disadvantaged business.

Small businesses are businesses in the United States that are independently owned, are not dominant in their field of operation, employ no more than 100 persons and earn less than \$20

million in gross annual revenues (\$25 million in gross annual revenues for those businesses in the information technology sales or service business).

Socially disadvantaged businesses are businesses in the United States that BMWBO determines are owned or controlled by a majority of persons, not limited to members of minority groups, who are subject to racial or ethnic prejudice or cultural bias, but which do not qualify as small businesses. In order for a business to qualify as “socially disadvantaged,” the offeror must include in its proposal clear and convincing evidence to establish that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person’s color, ethnic origin or gender.

Questions regarding this Program can be directed to:

Department of General Services
Bureau of Minority and Women Business Opportunities
Room 611, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119
Fax: (717) 787-7052
Email: gs-bmwbo@state.pa.us
Website: www.dgs.state.pa.us

A database of BMWBO-certified minority- and women-owned businesses can be accessed at <http://www.dgsweb.state.pa.us/mbewbe/VendorSearch.aspx>. The federal vendor database can be accessed at <http://www.ccr.gov> by clicking on *Dynamic Small Business Search* (certified companies are so indicated).

I-14. Information Concerning Small Businesses in Enterprise Zones. The Issuing Office encourages participation by small businesses, whose primary or headquarters facility is physically located in areas the Commonwealth has identified as *Designated Enterprise Zones*, as prime contractors, joint ventures and subcontractors/suppliers.

The definition of headquarters includes, but is not limited to, an office or location that is the administrative center of a business or enterprise where most of the important functions of the business are conducted or concentrated and location where employees are conducting the business of the company on a regular and routine basis so as to contribute to the economic development of the geographical area in which the office or business is geographically located.

Small businesses are businesses in the United States that are independently owned, are not dominant in their field of operation, employ no more than 100 persons and earn less than \$20 million in gross annual revenues (\$25 million in gross annual revenues for those businesses in the information technology sales or service business).

There is no database or directory of small businesses located in Designated Enterprise Zones. Information on the location of *Designated Enterprise Zones* can be obtained by contacting:

Aldona M. Kartorie
Center for Community Building
PA Department of Community and Economic Development
4th Floor, Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120-0225
Phone: (717) 720-7409
Fax: (717) 787-4088
Email: akartorie@state.pa.us

I-15. 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-16. Alternate Proposals. The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

I-17. 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.

I-18. 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-19. Proposal Contents.

a. Confidential Information. The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

b. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained on proposals,

the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

c. **Public Disclosure.** After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Financial capability information submitted in response to Part II, Section II-6 of this RFP is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-20. Best and Final Offers. While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers.” To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following:

- i) Schedule oral presentations;
- ii) Request revised proposals; and
- iii) Enter into pre-selection negotiations, including the use of an online auction.

The Issuing Office will limit any discussions to responsible Offerors (those that have submitted responsive proposals and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance) whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award. The Criteria for Selection found in **Part III, Section III-4**, shall also be used to evaluate the best and final offers. Price reductions offered through any reverse online auction shall have no effect upon the Offeror’s Technical Submittal. Dollar commitments to Disadvantaged Businesses and Enterprise Zone Small Businesses can be reduced only in the same percentage as the percent reduction in the total price offered through negotiations, including the online auction.

I-21. 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-22. 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-23. Debriefing Conferences. Offerors whose proposals are not selected will be notified of the name of the selected Offeror and given the opportunity to be debriefed. The Issuing Office will schedule the time and location of the debriefing. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute the filing of a protest.

I-24. Issuing Office Participation. Offerors shall provide all services, supplies, and other support necessary to complete the identified work, except as otherwise provided in this **Part I, Section I-24**. Issuing office will supply:

- Training Facilities
- Audio-Visual Equipment (proposals must identify specific equipment needed)
- The Executive Director or designee will attend each training session to facilitate, answer questions, and provide assistance.

I-25. Term of Contract. The term of the contract will commence on the Effective Date and will end two (2) years from the effective date with three (3), one (1) year renewal periods, which may be exercised at the PGCB's sole option. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

I-26. Offeror's Representations and Authorizations. By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- a. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- b. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- c. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.

- d. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- h. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- i. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- j. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- k. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.

I-27. Notification of Selection. The Issuing Office will notify the selected Offeror in writing of its selection for negotiation after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.

I-28. RFP Protest Procedure. The RFP Protest Procedure is on the DGS website at <http://www.dgs.state.pa.us> A protest by a party not submitting a proposal must be filed within **seven** days after the protesting party knew or should have known of the facts giving rise to the protest, but no later than the proposal submission deadline specified in the Calendar of Events of the RFP. Offerors may file a protest 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. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office.

I-29. 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.

PART II

PROPOSAL REQUIREMENTS

Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all Disadvantaged Business cost data should be kept separate from and not included in the Technical Submittal. Each Proposal shall consist of the following **three (3)** separately sealed submittals:

- a. Technical Submittal, which shall be a response to RFP **Part II, Sections II-1 through II-7**;
- b. Disadvantaged Business Submittal, in response to RFP **Part II, Section II-8**; and
- c. Cost Submittal, in response to RFP **Part II, Section II-9**.

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. Include experience in **table games protection and security; and training of casino surveillance and security personnel and casino regulatory and law**

II-5. Personnel. For key personnel include the employee's name and, through a resume or similar document, the Project personnel's education and experience in work related to this RFP. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Identify by name any subcontractors you intend to use and the services they will perform.

II-6. Financial Capability. Describe your company's financial stability and economic capability to perform the contract requirements. Financial documents such as audited financial statements or recent tax returns will be acceptable to the Commonwealth.

II-7. Objections and Additions to Standard Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions (contained in **Appendix A**) it would like to renegotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Appendix A**. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in **Appendix A**. The Issuing Office will reject any proposal that is conditioned on the negotiation of terms and conditions other than those set out in **Appendix A**.

II-8. Disadvantaged Business Submittal.

a. **Disadvantaged Business Information.**

i) To receive credit for being a Small Disadvantaged Business or a Socially Disadvantaged Business or for entering into a joint venture agreement with a Small Disadvantaged Business or for subcontracting with a Small Disadvantaged Business (including purchasing supplies and/or services through a purchase agreement), a Offeror must include proof of Disadvantaged Business qualification in the Disadvantaged Business Submittal of the proposal, as indicated below:

1) A Small Disadvantaged Businesses certified by BMWBO as an MBE/WBE must provide a photocopy of their BMWBO certificate.

2) Businesses certified by the U.S. Small Business Administration pursuant to Section 8(a) of the Small Business Act (15 U.S.C. § 636(a)) as an 8(a) Small Disadvantaged Businesses must submit proof of U.S. Small Business Administration certification. The owners of such businesses must also submit proof of United States citizenship.

3) Businesses, which assert that they meet the U.S. Small Business Administration criteria for designation as a small disadvantaged business, must submit: a) self-certification that the business meets the Small Business Administration criteria and b) documentary proof to support the self-certification. The owners of such businesses must also submit proof of United States citizenship, and provide any relevant small disadvantaged business certifications by other certifying entities.

4) All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification, or U.S. Small Business Administration certification as an 8(a) or self-certification as a U.S. Small Business Administration small disadvantaged business, must attest to the fact that the business has 100 or fewer employees.

5) All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification, or U.S. Small Business Administration certification as an 8(a) or self-certification as a U.S. Small Business Administration small disadvantaged business, must submit proof that their gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax return or audited financial statement.

ii) All businesses claiming status as a Socially Disadvantaged Business must include in the Disadvantaged Business Submittal of the proposal clear and convincing evidence to establish that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person's color, ethnic origin or gender. The submitted evidence of prejudice or bias must:

1) Be rooted in treatment that the business person has experienced in American society, not in other countries.

2) Show prejudice or bias that is chronic and substantial, not fleeting or insignificant.

3) Indicate that the business person's experience with the racial or ethnic prejudice or cultural bias has negatively impacted his or her entry into and/or advancement in the business world.

BMWBO shall determine whether the Offeror has established that a business is socially disadvantaged by clear and convincing evidence.

iii) In addition to the above verifications, the Offeror must include in the Disadvantaged Business Submittal of the proposal the following information:

- 1) Those Small Disadvantaged Businesses submitting a proposal as the Offeror, must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Offeror and not by subcontractors and suppliers.
- 2) Those Small Disadvantaged Businesses submitting a proposal as a part of a joint venture partnership, must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Small Disadvantaged Business joint venture partner and not by subcontractors and suppliers or by joint venture partners who are not Small Disadvantaged Businesses. Offeror must also provide:
 - a) The amount of capital, if any, each Small Disadvantaged Business joint venture partner will be expected to provide.
 - b) A copy of the joint venture agreement signed by all parties.
 - c) The business name, address, name and telephone number of the primary contact person for the Small Disadvantaged Business joint venture partner.
- 3) **All** Offerors must include a numerical percentage which represents the total percentage of the total cost in the Cost Submittal that the Offeror commits to paying to Small Disadvantaged Businesses as subcontractors. To support its total percentage DB subcontractor commitment, Offeror must also include:
 - a) The dollar amount of each subcontract commitment to a Small Disadvantaged Business;
 - b) The name of each Small Disadvantaged Business. The Offeror will not receive credit for stating that after the contract is awarded it will find a Small Disadvantaged Business.
 - c) The services or supplies each Small Disadvantaged Business will provide, including the timeframe for providing the services or supplies.
 - d) The location where each Small Disadvantaged Business will perform services.

- e) The timeframe for each Small Disadvantaged Business to provide or deliver the goods or services.
 - f) A signed subcontract or letter of intent for each Small Disadvantaged Business. The subcontract or letter of intent must identify the specific work, goods or services the Small Disadvantaged Business will perform and how the work, goods or services relates to the project.
 - g) The name, address and telephone number of the primary contact person for each Small Disadvantaged Business.
- 4) The total percentages and each subcontractor commitment will become contractual obligations once the contract is fully executed.
 - 5) The name and telephone number of the Offeror's project (contact) person for the Small Disadvantaged Business information.
- iv) The Offeror is required to submit **two** copies of its Disadvantaged Business Submittal. The submittal shall be clearly identified as Disadvantaged Business information and sealed in its own envelope, separate from the remainder of the proposal.
 - v) A Small Disadvantaged Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.
 - vi) An Offeror that qualifies as a Small Disadvantaged Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

b. Enterprise Zone Small Business Participation.

- i) To receive credit for being an enterprise zone small business or entering into a joint venture agreement with an enterprise zone small business or subcontracting with an enterprise zone small business, an Offeror must include the following information in the Disadvantaged Business Submittal of the proposal:
 - 1) Proof of the location of the business' headquarters (such as a lease or deed or Department of State corporate registration), including a description of those activities that occur at the site to support the other businesses in the enterprise zone.
 - 2) Confirmation of the enterprise zone in which it is located (obtained from the local enterprise zone office).
 - 3) Proof of United States citizenship of the owners of the business.

- 4) Certification that the business employs 100 or fewer employees.
 - 5) Proof that the business' gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax return or audited financial statement.
 - 6) Documentation of business organization, if applicable, such as articles of incorporation, partnership agreement or other documents of organization.
- ii) In addition to the above verifications, the Offeror must include in the Disadvantaged Business Submittal of the proposal the following information:
- 1) The name and telephone number of the Offeror's project (contact) person for the Enterprise Zone Small Business.
 - 2) The business name, address, name and telephone number of the primary contact person for each Enterprise Zone Small Business included in the proposal. The Offeror must specify each Enterprise Zone Small Business to which it is making commitments. The Offeror will not receive credit for stating that it will find an Enterprise Zone Small Business after the contract is awarded or for listing several businesses and stating that one will be selected later.
 - 3) The specific work, goods or services each Enterprise Zone Small Business will perform or provide.
 - 4) The total cost amount submitted in the Offeror's cost proposal and the estimated dollar value of the contract to each Enterprise Zone Small Business.
 - 5) Of the estimated dollar value of the contract to each Enterprise Zone Small Business, the percent of the total value of services or products purchased or subcontracted that each Enterprise Zone Small Business will provide.
 - 6) The location where each Enterprise Zone Small Business will perform these services.
 - 7) The timeframe for each Enterprise Zone Small Business to provide or deliver the goods or services.
 - 8) The amount of capital, if any, each Enterprise Zone Small Business will be expected to provide.

- 9) The form and amount of compensation each Enterprise Zone Small Business will receive.
 - 10) For a joint venture agreement, a copy of the agreement, signed by all parties.
 - 11) For a subcontract, a signed subcontract or letter of intent.
- iii) The dollar value of the commitment to each Enterprise Zone Small Business must be included in the same sealed envelope with the Disadvantaged Business Submittal of the proposal. The following will become a contractual obligation once the contract is fully executed:
- 1) The amount of the selected Offeror's Enterprise Zone Small Business commitment;
 - 2) The name of each Enterprise Zone Small Business; and
 - 3) The services each Enterprise Zone Small Business will provide, including the timeframe for performing the services.

II-9. Cost Submittal. The information requested in this **Part II, Section II-9** 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. Any proposal failing to meet this requirement will be automatically disqualified. **The total proposed cost shall include all labor, travel, subsistence, and other costs necessary to complete this project.** 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 and only under the Terms and Conditions of Financial Reimbursement as outlined within this RFP.

II-10. Domestic Workforce Utilization Certification. Complete and sign the Domestic Workforce Utilization Certification contained in **Appendix B** of this RFP. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Cost 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; and
- c. Formatted such that all cost data relating to this proposal and all Disadvantaged Business cost data is kept separate from and not included in the Technical Submittal.

III-2. Technical Nonconforming Proposals. The Issuing Office reserves the right, in its sole discretion, to waive technical or immaterial nonconformities in an 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, BMWBO will evaluate the Disadvantaged Business 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. 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-4. Criteria for Selection. The following criteria will be used in evaluating each proposal. In order for a proposal to be considered for selection for best and final offers or selection for contract negotiations, the total score for the technical submittal of the proposal must be greater than or equal to 70% of the highest scoring technical submittal.

- a. **Technical.** The Issuing Office has established the weight for the Technical criterion for this RFP as 60% of the total points. Evaluation will be based upon the following: **Quality and assortment of video images depicting table games scams examples of which would be card marking, false shuffles, past posting and/or dragging of wagers, chip thefts, rail thefts and other related thefts utilized in training program: soundness of approach to achieving project objectives: proposed course agenda; ability to provide all services requested, examples of successfully completing prior training of casino surveillance and security personnel as well as casino regulatory and law enforcement agents; organizational and technical capacity of the offeror; personnel qualifications, and experience in the training of casino surveillance and security personnel as well as casino regulatory and law enforcement agents.**

- b. **Cost.** The Issuing Office has established the weight for the Cost criterion for this RFP as **20%** of the total points.
- c. **Disadvantaged Business Participation.** BMWBO has established the weight for the Disadvantaged Business Participation criterion for this RFP as **20%** of the total points. Evaluation will be based upon the following in order of priority:

Priority Rank 1	Proposals submitted by Small Disadvantaged Businesses.
Priority Rank 2	Proposals submitted from a joint venture with a Small Disadvantaged Business as a joint venture partner.
Priority Rank 3	Proposals submitted with subcontracting commitments to Small Disadvantaged Businesses.
Priority Rank 4	Proposals submitted by Socially Disadvantaged Businesses.

Each proposal will be rated for its approach to enhancing the utilization of Small Disadvantaged Businesses and/or Socially Disadvantaged Businesses. Each approach will be evaluated, with Priority Rank 1 receiving the highest score and the succeeding options receiving scores in accordance with the above-listed priority ranking

To the extent that an Offeror qualifies as a Small Disadvantaged Business or a Socially Disadvantaged Business, the Small Disadvantaged Business or Socially Disadvantaged Business cannot enter into subcontract arrangements for more than **40%** of the total estimated dollar amount of the contract. If a Small Disadvantaged Business or a Socially Disadvantaged Business subcontracts more than **40%** of the total estimated dollar amount of the contract to other contractors, the Disadvantaged Business Participation scoring shall be proportionally lower for that proposal.

- d. **Enterprise Zone Small Business Participation.** In accordance with the priority ranks listed below, bonus points in addition to the total points for this RFP, will be given for the Enterprise Zone Small Business Participation criterion. The maximum bonus points for this criterion is 3% of the total points for this RFP. The following options will be considered as part of the final criteria for selection:

Priority Rank 1	Proposals submitted by an Enterprise Zone Small Business will receive three percent bonus for this criterion.
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Priority Rank 2	Proposals submitted by a joint venture with an Enterprise Zone Small Business as a joint venture partner will receive two percent bonus for this criterion.
Priority Rank 3	Proposals submitted with a subcontracting commitment to an Enterprise Zone Small Business will receive the one percent bonus for this criterion.
Priority Rank 4	Proposals with no Enterprise Zone Small Business Utilization shall receive no points under this criterion.

To the extent that an Offeror is an Enterprise Zone Small Business, the Offeror cannot enter into contract or subcontract arrangements for more than **40%** of the total estimated dollar amount of the contract in order to qualify as an Enterprise Zone Small Business for purposes of this RFP.

- e. **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 bonus points 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. 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.

PART IV

WORK STATEMENT

IV-1. Objectives. The Pennsylvania Gaming Control Board (PGCB) seeks an independent, highly-qualified expert in Table Games Protection and Security to perform an educational function by conducting detailed training sessions for PGCB personnel and other selected attendees. Applicants responding to the Request for Proposal (RFP) should have a minimum of five years experience in the training of casino surveillance and security personnel as well as casino regulatory and law enforcement agents. Emphasis should be placed on a basic educational format intended to educate entry-level agents, experienced agents unfamiliar with table games operations, and other selected attendees in the basic operation of table games, including poker, from the standpoint of insuring the integrity of play. Training should include an assortment of video images of table game scams, cheating techniques, and other related thefts and focus on video images. It is anticipated that an attendee, upon completion of the training sessions, will be capable of recognizing basic red flags and other suspicious activity that may trigger a need to investigate an incident, event or person further.

IV-2. Nature and Scope of the Project. Educational sessions will be conducted in different locations at sites convenient to existing casino locations throughout Pennsylvania. Those areas are tentatively identified as Pittsburgh, Erie, Philadelphia, Harrisburg, Scranton and the Poconos region.

IV-3. Requirements. It is anticipated that an attendee, upon completion of the training sessions, will be capable of recognizing basic red flags and other suspicious activity that may trigger a need to investigate an incident, event or person further. Training should begin as soon as possible after contract award at the discretion of the PGCB. Training session should last two to three days and all training sessions should be completed within 3 to 5 weeks of project commencement. Assistance will be provided by the Executive Director of the PGCB or his designee.

IV-4. Confidentiality and Non-Disclosure Agreement. Each Offeror and employee must execute the non-disclosure agreement with Issuing Office prior to implementation of the contract outlined within this RFP. A sample of the Non-Disclosure Agreement is attached as appendix D.

IV-5. Contract Requirements - Disadvantaged Business Participation and Enterprise Zone Small Business Participation. All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must also include a provision requiring the selected contractor to meet and maintain those commitments made to Disadvantaged Businesses and/or Enterprise Zone Small Businesses at the time of proposal submittal or contract negotiation, unless a change in the commitment is approved by the BMWBO. All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must include a provision requiring Small Disadvantaged Business subcontractors, Enterprise Zone Small Business subcontractors and Small Disadvantaged Businesses or Enterprise Zone Small Businesses in a joint venture to perform at

least **50%** of the subcontract or Small Disadvantaged Business/Enterprise Zone Small Business participation portion of the joint venture.

The selected contractor's commitments to Disadvantaged Businesses and/or Enterprise Zone Small Businesses made at the time of proposal submittal or contract negotiation shall be maintained throughout the term of the contract. Any proposed change must be submitted to BMWBO, 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 Disadvantaged Business participation and/or Enterprise Zone Small 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 Chief Diversity Officer of the Issuing Office within **10** workdays at the end of each quarter the contract is in force. This information will be used to determine the actual dollar amount paid to Small Disadvantaged Business and/or Enterprise Zone Small Business subcontractors and suppliers, and Small Disadvantaged Business and/or Enterprise Zone Small Business participants involved in joint ventures. Also, this information will serve as a record of fulfillment of the commitment the selected contractor made and for which it received Disadvantaged Business and Enterprise Zone Small Business points. If there was no activity during the quarter then the form must be completed by stating "No activity in this quarter."

NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF DISADVANTAGED BUSINESSES STATUS OR ENTITLE AN OFFEROR TO RECEIVE CREDIT FOR DISADVANTAGED BUSINESSES UTILIZATION.

APPENDIX A
STANDARD CONTRACT TERMS AND CONDITIONS

Please refer to the Department of General Services web address shown below to download or
print the Standard Contract Terms and Conditions.

http://www.dgsweb.state.pa.us/comod/CurrentForms/STD274_SAP.doc

**APPENDIX C - PROPOSAL COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
PA Gaming Control Board
RFP# 2010 - 01**

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	

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

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

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

APPENDIX D - NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made and entered into as of this _____ day of _____, 20____ by and between _____ (“Undersigned”) and the Pennsylvania Gaming Control Board (“PGCB”) with reference to the following Terms and Conditions.

WITNESSETH:

WHEREAS, Undersigned is involved with information and materials that are of a highly sensitive nature, which must be carefully protected in order to aid in the PGCB’s success;

WHEREAS, notwithstanding any provision of any applicable law, rule, or regulation to the contrary, each employee/consultant of the PGCB is obligated to treat such information and materials as confidential;

WHEREAS, the PGCB believes that it is appropriate for Undersigned to clearly understand and agree in writing as to the extent of his/her obligations to the PGCB with respect to highly sensitive information and materials; and

WHEREAS, the execution of this Agreement is a required condition of employment or consulting relationship with the PGCB.

NOW THEREFORE, intending to be legally bound hereby, Undersigned and the PGCB agree as follows:

1. Confidential Information

1.1 Protection of Confidential Information. Undersigned hereby acknowledges, understands, and agrees that whether developed by Undersigned or others employed by or associated with the PGCB, all Confidential Information (as defined in Paragraph 1.2) is the exclusive and confidential property of the PGCB and shall be at all times regarded, treated, and protected as such in accordance with this Agreement, notwithstanding any provision of any applicable law, rule, or regulation to the contrary. Failure to mark any writing as “confidential” shall not affect the confidential nature of such writing or the information contained therein.

1.2 Definition of Confidential Information. Confidential Information shall mean information (whether or not originated by Undersigned) that is used in the PGCB’s business and is (1) proprietary to, about, or created by the PGCB; (2) designated as Confidential Information by the PGCB; or (3) not generally known by non-PGCB personnel. Such Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature:

- (a) Any and all “Confidential Information” as it is defined in the Pennsylvania Race Horse Development and Gaming Act, as most recently amended, and the applicable Rules and Regulations, as most recently amended (see, for example, 4 Pa.C.S. §1206(f) and 58 Pa. Code §§401a.3, 407a.3);
- (b) Work product resulting from or related to work or projects performed or to be performed for the PGCB or it’s consultants, including but not limited to all lines of inquiry, hypotheses, research, and conclusions related thereto and the methods, processes, procedures, analyses, techniques, and audits used in connection therewith;
- (c) Computer software of any type or form and in any stage of actual or anticipated research and development, including but not limited to programs and program modules, routines and subroutines, processes, algorithms, design concepts, design specifications (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patched, and system designs;
- (d) Information relating to Proprietary Items (as defined in Paragraph 2.2) prior to any public disclosure thereof, including but not limited to the nature of the Proprietary Items, production data, technical and engineering data, test data and test results, the status and details regarding the research and development of any Proprietary Items, and information regarding acquiring, protecting, enforcing, and licensing proprietary rights (including but limited to patents, copyrights, and trade secrets);
- (e) Internal PGCB personnel and financial information, names and other information of those doing business with the PGCB, purchasing and internal cost information, internal service and operational manuals, and the manner and methods of conducting the PGCB’s business; and
- (f) Marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the PGCB that have been or are being discussed.

1.3 Exclusions from Confidential Information. Confidential Information shall not include information that is Publicly Known or generally known by persons of Undersigned’s current capacity or the general skills and experience gained during Undersigned’s tenure with the PGCB that Undersigned could reasonably have been expected to acquire in a similar capacity with another organization. The phrase “Publicly Known” shall mean readily accessible to the public in a written publication, and shall not include information that is only available by a substantial searching of the published literature, and information of substance that

must be pieced together from a number of different publications and sources. The burden of proving that information or skills and experience are not Confidential Information shall be on the party asserting such exclusion.

- 1.4 Covenants of Undersigned. As a consequence of Undersigned's acquisition of Confidential Information, Undersigned will occupy a position of trust and confidence with respect to the PGCB's affairs and business.

In view of the foregoing and of the consideration to be provided to Undersigned, Undersigned agrees that it is reasonable and necessary that Undersigned make the following covenants regarding conduct of Undersigned during and subsequent to his/her employment or business relationship with the PGCB. Notwithstanding any provision of any applicable law, rule, or regulation to the contrary, Undersigned hereby agrees that:

- (a) During and after his/her tenure with the PGCB, Undersigned will not discuss the Confidential Information with any person or entity other than as necessary to carry out his/her duties on behalf of the PGCB, without first obtaining the PGCB's consent, and will take all reasonable precautions to prevent inadvertent disclosure of such Confidential Information. This prohibition against Undersigned's disclosure of Confidential Information includes, but is not limited to disclosing the fact that any similarity exists between the Confidential Information and information independently developed by another person or entity, and Undersigned understands that such similarity does not excuse Undersigned from abiding by his/her covenants and other obligations under this Agreement.
- (b) During and after his/her tenure with the PGCB, Undersigned will not use, copy, or transfer the Confidential Information other than as necessary in carrying out his/her duties on behalf of the PGCB, without first obtaining the PGCB's consent, and will take all reasonable precautions to prevent inadvertent use, copying, or transfer of such Confidential Information. This prohibition against Undersigned's use, copying, or transfer of Confidential Information includes, but is not limited to, selling, licensing, or otherwise exploiting, directly or indirectly, any products or services (including software in any form) that embody or are derived from Confidential Information or existing judgment or performing analysis based upon knowledge of Confidential Information.

2. Proprietary Items

- 2.1 PGCB Ownership of Proprietary Items. Undersigned hereby acknowledges, understands, and agrees that all Proprietary Items, as set forth in Paragraph 2.2 are and shall be the exclusive property of the PGCB or its nominee.

- 2.2 Definition of Proprietary Items. Proprietary Items shall mean all legally recognized rights that are the result of or derived from work product of employees or consultants of the PGCB made for the PGCB or with knowledge, use, or incorporation of PGCB Confidential Information. Proprietary items include, but are not limited to developments, inventions, designs, discoveries, works of authorship, improvements and ideas, whether or not patentable or copyrightable, conceived or made by Undersigned (solely or in cooperation with others) during his/her tenure with PGCB or which result from or are derived from PGCB resources or which are reasonably related to the business operations or the actual demonstrably anticipated research and development of the PGCB.
- 2.3. Exclusions from Proprietary Items. Proprietary Items shall not include inventions for which no equipment, supplies, facility, or trade secret information of the PGCB is used and which are developed entirely on Undersigned's own time, and (1) which do not relate (a) to the business of the PGCB or (b) to the PGCB's actual or demonstrably (or reasonably) anticipated research or development or (2) which do not result from any work performed by Undersigned for the PGCB.
- 2.4 Undersigned Covenants. Unless otherwise modified by a written, executed agreement between the parties hereto, Undersigned agrees to grant to the PGCB without further compensation all of Undersigned's right(s), title(s), and interest(s) in and to all Proprietary Items. Undersigned further agrees that Undersigned's authorship of any such Proprietary Items that are copyrightable shall be deemed a "work made for hire," and to the extent any authorship is not deemed a "work made for hire," it is hereby assigned to the PGCB without further compensation. Undersigned agrees to assign at the PGCB's direction without further compensation, Undersigned's rights in and to any other inventions, designs, discoveries, work of authorship, improvements, or ideas when the PGCB is required to grant those rights to the U.S. Government or any agency thereof, or any other third party. In order to permit the PGCB to claim, perfect, and enforce its rights in and to Proprietary Items, Undersigned agrees:
- (a) To disclose promptly to the PGCB in confidence and in writing all Proprietary Items conceived or made by Undersigned, solely or jointly with others, during the term of his/her tenure with PGCB;
 - (b) To disclose promptly to the PGCB in confidence and in writing all items that relate to or are derived (in whole or in part) from Proprietary Items conceived or made by the Undersigned, solely or jointly with others, for one year after the term of his/her tenure with PGCB;
 - (c) To comply with all of the PGCB's reasonable instructions and to execute and procure all documents respecting Proprietary Items reasonably requested by the PGCB for the purpose of vesting, confirming, securing, or assigning the PGCB's or its nominee's right(s), title(s), and interest(s)

therein and thereto, including patents and copyrights relating thereto in the United States and foreign territories; and

- (d) To keep complete, accurate, and authentic accounts, notes, reference materials, data, and records of all Proprietary Items in the manner and form requested by the PGCB (which materials and all copies thereof are hereby agreed to be property of the PGCB), to mark all items “confidential,” and to surrender all such items to the PGCB upon request of the PGCB, or if not requested during his/her tenure with PGCB, to surrender and deliver all such items to the PGCB upon termination of his/her tenure with PGCB.

3. General Covenants

- 3.1 Obligations. Undersigned acknowledges, understands, and agrees that his/her services will be performed with the highest level of professional ethics and standards. Without limiting the foregoing, Undersigned agrees to respect the confidentiality of any information with at least the same level of care and discretion as Undersigned is required to treat the Confidential Information hereunder.
- 3.2 Surrender of Documents. Unless otherwise modified by a written, executed agreement between the parties hereto, upon termination of his/her tenure with PGCB, Undersigned agrees to deliver to the PGCB all materials relating in any way to Proprietary Items or Confidential Information, relating to his/her representations of the PGCB, to the business of the PGCB, and relating to consultants of the PGCB. Such materials include, but are not limited to, computer software and related documentation, computer software input sheets and descriptions, practice aids and practice aid materials (work sheets, schedules, tables, brochures, manuals, and so on), work product, reports, proposals, documentation, records, notes, data, sketches, drawings, memoranda, models, accounts, reference materials, video discs, videotapes, cassette tapes, slides, film, audio-visual aids, samples, and equipment.
- 3.3 Survival. The restrictions and obligations hereunder shall survive the relationship between the Undersigned and the PGCB, as well as any attempted termination or cancellation of this Agreement and shall continue to bind PGCB, its successors, heirs, and assigns with respect to the Undersigned.
- 3.4 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.
- 3.5 Waiver. No provision of this Agreement may be modified, waived or discharged, unless such waiver, modification, or discharge is agreed to in writing and signed by Undersigned and an officer specifically designated by the PGCB. No waiver by any party hereto at any time of any breach by the other party hereto of, or in compliance with, any condition or provision of this Agreement to be performed

by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

- 3.6 Assignment. This Agreement shall not be assignable by any party, except by the PGCB to any successor in interest to their respective businesses.
- 3.7 Attorneys' Fees and Costs. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief that may be proper.
- 3.8 Entire Agreement. Except where specifically indicated herein, this Agreement supersedes any and all agreements, either oral or in writing, between the Undersigned by the PGCB with respect to non-disclosure of confidential information, without limitation.
- 3.9 Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- 3.10 Headings. The section headings of this Agreement are for convenience only and shall not control or affect the meaning or construction or limit the scope or intent of any of the provisions of this Agreement.
- 3.11 Number. Words used herein in the singular will be construed as being used in the plural, as the context requires, and vice versa.
- 3.12 Whistleblower Law. Notwithstanding any provision of this Agreement, the Undersigned does not hereby forgo any rights established by the Whistleblower Law, 43 P.S. §1421, et. seq.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

Undersigned

By: _____
Signature

Name: _____
Print or Type

Revised 3/26/09