



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

Your SAP Vendor Number with us: 335192

Supplier Name/Address:
ALLIED UNIVERSAL ELECTRONIC MONITORING
1838 GUNN HWY
ODESSA FL 33556-3524 US

Supplier Phone Number: 813-749-5454

Supplier Fax Number: 813-749-5474

Contract Name:
Electronic Monitoring Services

FULLY EXECUTED - CHANGE 3 - REPRINT

Contract Number: 4400023190

Original Contract Effective Date: 09/14/2020

Contract Change Date: 12/21/2023

Valid From: 10/01/2020 To: 09/30/2024

Purchasing Agent

Name: Collett Jason

Phone: 717-346-3273

Fax: 717-346-3820

Please Deliver To:

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

Payment Terms

NET 30

Solicitation No.: _____ Issuance Date: _____

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

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Electronic Monitoring 1 piece device	1,550,000.000	Each	2.79	1	4,324,500.00
Item Text 1 piece device						
2	Electronic Monitoring Non-Secure Replace	990.000	Each	800.00	1	792,000.00
Item Text Non-secure replacement fee						
3	One Piece Repair Costs	0.000		0.00	1	0.00
Item Text **When/if there is intentional damage/negligence caused to a unit, Attenti is authorized to charge for the repair part(s) as per the repair part listing. The cost(s) of the repair parts will be paid via the PBPP Purchase Order per line 2 Repair/Replacement of the contract for the cost(s).						

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED - CHANGE 3 - REPRINT

Contract Number: 4400023190

Original Contract Effective Date: 09/14/2020

Contract Change Date: 12/21/2023

Valid From: 10/01/2020 To: 09/30/2024

Supplier Name:

ALLIED UNIVERSAL ELECTRONIC MONITORING

General Requirements for all Items:

Header Text

The Commonwealth of Pennsylvania, Department of General Services (DGS), on behalf of all using agencies is issuing this contract in order to procure Electronic Monitoring Services.

All questions related to this contract should be directed to Contracting Officer.

No further information for this Contract

Information:



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

Your SAP Vendor Number with us: 335192

Supplier Name/Address:
ATTENTI US INC
1838 GUNN HWY
ODESSA FL 33556-3524 US

Supplier Phone Number: 813-749-5454

Supplier Fax Number: 813-749-5474

Contract Name:
Electronic Monitoring Services

FULLY EXECUTED - CHANGE 2 - REPRINT

Contract Number: 4400023190

Original Contract Effective Date: 09/14/2020

Contract Change Date: 05/10/2023

Valid From: 10/01/2020 To: 09/30/2024

Purchasing Agent

Name: Flickinger Marie

Phone: 717-346-2840

Fax: 717-783-6241

Please Deliver To:

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

Payment Terms

NET 30

Solicitation No.: Issuance Date:

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

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
1	Electronic Monitoring 1 piece device	1,195,740.000	Each	2.79	1	3,336,114.60
Item Text 1 piece device						

*** Validity Period Changed ***						
2	Electronic Monitoring Non-Secure Replace	990.000	Each	800.00	1	792,000.00
Item Text Non-secure replacement fee						

*** Validity Period Changed ***						
3	One Piece Repair Costs	0.000		0.00	1	0.00

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED - CHANGE 2 - REPRINT

Contract Number: 4400023190

Original Contract Effective Date: 09/14/2020

Contract Change Date: 05/10/2023

Valid From: 10/01/2020 To: 09/30/2024

Supplier Name:

ATTENTI US INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
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Item Text

**When/if there is intentional damage/negligence caused to a unit, Attenti is authorized to charge for the repair part(s) as per the repair part listing. The cost(s) of the repair parts will be paid via the PBPP Purchase Order per line 2 Repair/Replacement of the contract for the cost(s).

General Requirements for all Items:

Header Text

The Commonwealth of Pennsylvania, Department of General Services (DGS), on behalf of all using agencies is issuing this contract in order to procure Electronic Monitoring Services.

All questions related to this contract should be directed to Contracting Officer.

No further information for this Contract

Information:



FULLY EXECUTED - REPRINT
Contract Number: 4400023190
Original Contract Effective Date: 09/14/2020
Valid From: 10/01/2020 To: 09/30/2023

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

Purchasing Agent

Name: Huffine James
Phone: 717-346-3847
Fax: 717-346-3819

Your SAP Vendor Number with us: 335192

Supplier Name/Address:
ATTENTI US INC
1838 GUNN HWY
ODESSA FL 33556-3524 US

Please Deliver To:

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

Supplier Phone Number: 813-749-5454
Supplier Fax Number: 813-749-5474

Contract Name:
Electronic Monitoring Services

Payment Terms
NET 30

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

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
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General Requirements for all Items:

Header Text

The Commonwealth of Pennsylvania, Department of General Services (DGS), on behalf of all using agencies is issuing this contract in order to procure Electronic Monitoring Services.

All questions related to this contract should be directed to Contracting Officer.
No further information for this Contract

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



FULLY EXECUTED

Contract Number: 4400023190

Original Contract Effective Date: 09/14/2020

Valid From: 10/01/2020 To: 09/30/2023

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

Purchasing Agent

Name: Moyer Nicole

Phone: 717-346-3273

Fax: 717-783-6241

Your SAP Vendor Number with us: 335192

Supplier Name/Address:

ATTENTI US INC
1838 GUNN HWY
ODESSA FL 33556-3524 US

Supplier Phone Number: 813-749-5454

Supplier Fax Number: 813-749-5474

Please Deliver To:

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

Contract Name:

Electronic Monitoring Services

Payment Terms

NET 30

Solicitation No.: Issuance Date:

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

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Electronic Monitoring 1 piece device	1,092.000	Each	2.79	1	3,046.68
Item Text						
1 piece device						

2	Electronic Monitoring Non-Secure Replace	100.000	Each	800.00	1	80,000.00
Item Text						
Non-secure replacement fee						

General Requirements for all Items:

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED
Contract Number: 4400023190
Original Contract Effective Date: 09/14/2020
Valid From: 10/01/2020 To: 09/30/2023

Supplier Name:
ATTENTI US INC

Header Text

The Commonwealth of Pennsylvania, Department of General Services (DGS), on behalf of all using agencies is issuing this contract in order to procure Electronic Monitoring Services.

On March 19, 2020, the Governor's Office issued a General Purchasing Ban to limit spending of goods or services that are not critical to operations. The agency has determined through its internal approval process that this contract is absolutely critical to operations and the purchase does not violate the Governor's General Purchasing Ban. Additionally, the issuing agency conducted due diligence before issuing a solicitation via positive vendor affirmation and determined that there was sufficient competition due to the prevalence of teleworking allowing a preponderance of suppliers to have access to respond to the solicitation. The phased reopening of counties across the Commonwealth also allowed suppliers to respond to the solicitation in advance of execution of this Contract and work initiation dates. However, this does not alleviate agency responsibility to request approval to issue purchase orders against this Contract.

All questions related to this contract should be directed to Nicole Moyer, nicomoyer@pa.gov or (717) 346-3273.

No further information for this Contract

Information:

**CONTRACT
FOR
ELECTRONIC MONITORING SERVICES**

THIS CONTRACT for the provision of **Electronic Monitoring Services** ("Contract") is entered into by and between the **Commonwealth of Pennsylvania**, acting through the Department of General Services ("DGS") and **Attenti US Inc** ("**Contractor**").

WHEREAS, DGS issued a Request for Proposals for the Provision of **Electronic Monitoring Services** for Commonwealth executive agencies, RFP No. **6100047842** ("RFP"); and

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

WHEREAS, DGS determined that Contractor's proposal was the most advantageous to the Commonwealth after taking into consideration all the evaluation factors set forth in the RFP and selected Contractor for contract negotiations; and

WHEREAS, DGS and Contractor have negotiated this Contract as their final and entire agreement in regard to providing **Electronic Monitoring Services** to the Commonwealth.

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

1. Contractor shall, in accordance with the terms and conditions of this Contract, provide **Electronic Monitoring Services** as more fully defined in the RFP, to the Commonwealth.
2. Commonwealth executive agencies shall procure their requirements for **Electronic Monitoring Services** in accordance with the terms and conditions of this Contract.
3. The Work Statement in the RFP is modified as follows:
 - a. Attenti has agreed to provide the audible communication via the 2-piece device should the Commonwealth choose this option. Attenti also understands and agrees that if the technology for audible communication becomes available for the 1-Piece device, the Commonwealth reserves the right to add this technology to the Contract.
 - b. Attenti has clarified their proposal on the following:
 - i. Each device, when fully charged, will last approximately 40 hours and that the AT1 device takes approximately one (1) to two (2) hours to fully charge.
 - ii. Device storage mirrors that of the server, i.e. all data is stored onboard the tracking device This includes location points (GPS, Wi-Fi, and TBT), rules, schedules, violation information, and status information.


- iii. The information is stored in nonvolatile flash memory on the device until the AT1 unit connects with the server.
 - iv. The device will store data for at least thirty (30) days in the device memory. When the device is full, it will preserve the data already collected.
 - v. The device Pursuit Mode allows the user to select a duration of 5 minutes, 15 minutes, 30 minutes, or 1 hour. Attenti will provide further configurable options as the Commonwealth program needs change.
4. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
- a. The Contract document contained herein.
 - b. The Contract Terms and Conditions contained in the RFP, which is attached hereto as Exhibit C and made part of this Contract.
 - c. The Contractor's Cost Submittal, which is attached hereto as Appendix A and made a part hereof.
 - d. The RFP, including all the referenced Appendices and as revised by all Addenda issued thereto, which is attached hereto as Exhibit B and made a part hereof.
 - e. The Contractor's Technical Submittal, including the Negotiations Response dated July 15, 2020 which is attached hereto as Exhibit D and made a part hereof.


[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have signed this Contract below. Execution by the Commonwealth is described in the Contract Terms and Conditions.

Witness:


CONTRACTOR:

By: 
(Assistant) Secretary

By: 
(Vice) President

Marty Guinoo August 5, 2020
Printed Name/Date

Arnold Roes August 5, 2020
Printed Name/Date


Federal I.D. Number

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

By: To be obtained electronically
Deputy Secretary for Procurement Date

APPROVED AS TO FORM AND LEGALITY:

To be obtained electronically
Office of Chief Counsel Date

8-FA-19.2
Office of General Counsel Date

8-FA-19.2
Office of Attorney General Date

**APPENDIX A, COST SUBMITTAL WORKSHEET
ELECTRONIC MONITORING SERVICES
RFP 6100047842**

GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK:

The Cost Submittal Worksheets contained in this workbook shall constitute the Cost Submittal for **RFP 6100047842**. Estimates are based on historical data and should not be considered representative of actual contract cost or future plannings needs.

Worksheets must be completed in their entirety for each lot you are submitting a proposal. Data may only be entered in the cells highlighted in YELLOW.

Costs are all-inclusive of any overhead, travel, subsistence, supplies, equipment, services, and other expenses. Such items may not be billed separately.

Offeror Informaiton Tab: Must be completed in it entirety.

1. Select the *Offeror Information* Tab at the bottom of this page.
2. Complete the top portion of the form to include all contact information.

Lot 1 - Cost Submittal Tab: Must be completed in its entirety if submitting a proposal for this lot.

1. Select the *Lot 1 Cost Submittal* Tab at the bottom of this page.
2. DAILY MONITORING (All-inclusive) SOLUTION RATE -
 - a. Enter the per day, per device cost for the proposed all-inclusive monitoring solution for a 1-piece device.
 - b. Enter the per day, per device cost for the proposed all-inclusive monitoring solution for a 2-piece device.
 - c. Prices must be entered in the applicable yellow-shaded cells on the Cost tab.
3. DEVICE REPLACEMENT FEE - Enter the cost, per cuff for the proposed fee for device replacement. This fee will be charged for any cuffs in excess of the minimum per month allowance quantity.
4. EXPERT WITNESS RATE PER HOUR - Enter the dollar amount for the proposed hourly charge for Expert Witness testimony, if required by using agency. This cost will not be evaluated as part of the cost proposal.
5. The costs entered on this tab will be firm for the initial three (3) year contract term.

**APPENDIX A - COST SUBMITTAL WORKSHEET
OFFEROR INFORMATION
RFP 6100047842**

OFFEROR NAME		CONTACT PERSON	
Attenti US, Inc.		John McClain	
OFFEROR ADDRESS		EMAIL ADDRESS	
1838 Gunn Highway Odessa, FL 33556		jmcclain@attentigroup.com	
		PHONE NUMBER	FAX NUMBER
		(630) 488-6241	(813) 852-5741
		VENDOR NUMBER	0000335192

**APPENDIX A - COST SUBMITTAL WORKSHEET
 LOT 1 COST
 RFP 6100047842**

Note: Proposed Daily Monitoring Solution Rate is an all-inclusive cost consisting of overhead, travel, subsistence, supplies, equipment, monitoring, and other expenses, and may not be billed separately.

Cost				
Monitoring Solution Rate (per active 1-piece device, per day)	Estimated Active Device Quantity	Per Each Active Device Cost	Estimated Annual Monitoring Solution Cost	Estimated Three (3) Year Monitoring Solution Cost
	950	\$2.79	\$967,432.50	\$2,902,297.50
Monitoring Solution Rate (per active 2-piece device, per day)	Estimated Active Device Quantity	Per Each Active Device Cost	Estimated Annual Monitoring Solution Cost	Estimated Three (3) Year Monitoring Solution Cost
	35	\$2.79	\$35,642.25	\$106,926.75
Replacement Device		Replacement Device Fee		
Non-Secure Device Replacement Fee (per device)		\$800.00		
EXPERT WITNESS (If services are required by using agency.)		Hourly Rate		
		\$0.00		

EXHIBIT B
REQUEST FOR PROPOSAL

Event Summary - Electronic Monitoring Services

Type	Request for Proposal	Number	6100047842
Stage Title	-	Organization	CommonwealthPA
Currency	US Dollar	Event Status	Under Evaluation
Work Group	Operational/Facilities	Exported on	8/6/2020
Exported by	Nicole Moyer	Estimated Value	-
Payment Terms	-		

Bid and Evaluation

Respond by Proxy	Disallow	Use Panel Questionnaire	Yes
Sealed Bid	Yes	Auto Score	No
		Cost Analysis	No
Alternate Items	No	Confidential Pricing	No

Visibility and Communication

Visible to Public Yes


Enter a short description for this public event

The Commonwealth of Pennsylvania (COPA), Department of General Services (DGS) is issuing this Request for Proposal (RFP) for Electronic Monitoring Services.

Commodity Codes

Commodity Code	Description
92120000	Security and personal safety

Event Dates

Time Zone	EDT/EST - Eastern Standard Time (US/Eastern)
Released	-
Open	12/19/2019 9:00 AM EST
Close	1/30/2020 3:30 PM EST
Sealed Until	1/30/2020 3:30 PM
	 Show Sealed Bid Open Date to Supplier
Q&A Close	1/17/2020 1:00 PM EST

Description

1. **Purpose.** This request for proposals (RFP) provides information to enable potential Offerors to prepare and submit proposals for the Commonwealth of Pennsylvania's consideration to satisfy a need for Electronic Monitoring Services.
2. **Determination to use Competitive Sealed Proposal Method.** As set forth in [Bureau of Procurement Policy Directive 2018-1](#), the Secretary of General Services has determined that the competitive sealed proposals process generally is the most practical and advantageous method for awarding contracts to obtain the best value for the Commonwealth. There are no features of this particular Project that are inconsistent with the rationale set forth in BOP Policy Directive 2018-1 and the justification for the use of competitive sealed proposals set forth in BOP Policy Directive 2018-1 is hereby adopted for this Project.
3. **Issuing Office.** The Department of General Services (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be the Contact listed above, who is the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. 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 may be disqualified.
4. **Project Description.** The Commonwealth of Pennsylvania (COPA), Department of General Services (DGS) is issuing this RFP for Electronic Monitoring Services. The technology and services include, but are not limited to, monitoring devices capable of operating in various operational modes, equipment, software, technical support, maintenance, and monitoring services. Monitoring service categories include: Traditional Radio Frequency (RF); Global Positioning Systems (GPS) Active; Global Positioning Systems (GPS) Passive; Alcohol/Breathalyzer Monitoring; and, Biometric Voice Verification. This contract is for use by the PA Board of Probation and Parole (PBPP) and their specific service requirements are identified in the Technical Submittal of this RFP.
5. **Services.** The RFP is comprised of a single lot for Electronic Monitoring Services and Equipment. The lot is described below:

Lot 1, Electronic Monitoring Services and Equipment for PBPP: The Commonwealth requires a contractor to provide electronic monitoring tools that will give the PA Board of Probation and Parole (PBPP) the capability to monitor and operate a successful electronic monitoring program to enhance its electronic supervision of tracked individuals. This will be a single award to the responsive and responsible Offeror determined to be most advantageous to the Commonwealth.
6. **Estimated Spend.** The estimated total annual spend for Lot 1 is approximately \$1,300,000.
7. **Type of Contract.** If the Issuing Office enters into a contract as a result of this RFP, it will be an Established Price contract and will contain the **Contract Terms and Conditions** attached to this RFP in the **Buyer Attachments** section.
8. **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.
9. **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.
10. **Questions & Answers.** Questions must be submitted using the Q&A Board within this event. Questions must be submitted as individual questions. Questions must be submitted by the posted deadline. All questions and responses are considered an addendum to and part of this RFP. 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 by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or the solicitation.

11. **Addenda to the RFP.** Any revisions to this RFP will be made electronically within this site.

12. **Response Date.** To be considered for selection, electronic proposals must be submitted on or before the time and date specified. The Issuing Office will reject any late proposals.

13. **Proposal Submission:** To be considered, Offerors must submit a complete response to this RFP by the due date and time from an official authorized to bind the Offeror to its provisions. Clicking the submit button within this site constitutes an electronic signature. A proposal being timely submitted and electronically signed by the Offeror are the two (2) mandatory responsiveness requirements and are non-waivable. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal. The proposal must remain valid for **120 days** or until a contract is fully executed, whichever is later. 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.

14. **Proposal Format:** To be considered, the proposal must respond to all proposal requirements. Each proposal consists of two submittal components: Technical, and Cost. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as attachments. 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.

15. **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.

16. **Discussions for Clarification.** Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

17. **Prime Contractor Responsibilities.** The selected Offeror must perform **at least 50% of the total contract value.** Nevertheless, 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. Further, the Issuing Office will consider the selected Offeror to be the sole point of contact with regard to all contractual matters.

18. **Proposal Contents.**

A. Confidential Information. The Commonwealth is not requesting confidential proprietary information or trade secrets to be included as part of Offerors' submissions. 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. After contract award, the selected Offeror 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. 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 in 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. Refer to the **Additional Required Documentation** section for a **Trade Secret Confidential Proprietary Information Notice Form** that may be utilized as the signed written statement, if applicable. If financial capability information is submitted, such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

19. Best and Final Offers (BAFO). The Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers” in one or more of the following ways, in any combination and order: schedule oral presentations, request revised proposals, conduct an online auction, and enter into pre-selection negotiations.

The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer: those Offerors which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive; those Offerors which the Issuing Office has determined in accordance with the **Offeror Responsibility** subsection from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract; and those Offerors whose score for their technical submittal of the proposal is less than 75 % of the total amount of technical points allotted to the technical criterion.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible Offerors which the Issuing Office has determined to be within the top competitive range of responsive proposals. The Evaluation Criteria shall also be used to evaluate the Best and Final offers. Price reductions offered through any online auction shall have no effect upon the Offeror’s Technical Submittal.

20. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

21. Term of Contract. The initial term of the contract shall be three (3) years with two (2) one-year renewals. Contract pricing for each renewal period will be negotiated at the time of renewal. 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.

22. Notification of Selection for Contract Negotiations. The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office. Prior to execution of the contract resulting from the RFP, the selected Offeror must be registered in the Commonwealth of Pennsylvania’s Vendor Master file. In order to register, Offerors must visit the Pa Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363.

23. **Notification of Award.** Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed, and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

24. **Debriefing Conferences.** Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest.

25. **RFP Protest Procedure.** The RFP Protest Procedure is on the DGS website at [click here](#). A protest by a party that has not or has not yet submitted a proposal must be filed no later than the proposal submission deadline. Offerors may file a protest within seven days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than seven days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day.

26. **Attachments to the RFP.** All attachments to the RFP, including those contained in the **Buyer Attachments** and **Additional Required Documentation** sections, are incorporated into and made part of the RFP.

27. **Evaluation Criteria.** The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. The following criteria will be used in evaluating each proposal:

A. Technical: The Issuing Office has established the weight for the Technical criterion for this RFP as **65%** of the total points. Evaluation will be based upon the following: **Understanding of the Products and Services Required, Offeror Qualifications, Experience and Personnel, Training Plan, Implementation Plan, Electronic Monitoring Solution Offered, and Technical Requirements.** The final Technical scores are determined by giving the maximum number of technical points available to the proposal with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage: [click here](#)

B. Cost: The Issuing Office has established the weight for the Cost criterion for this RFP as **35%** of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: [click here](#)

C. Domestic Workforce Utilization: Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available 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. The Domestic Workforce Utilization Formula is at the following webpage: [Click here](#)

28. **Small Business and Small Diverse Business Participation.** The Issuing Office and the Department of General Services' Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) identified this procurement as potentially eligible for the setting of Small Diverse Business (SDB) and/or Veteran Business

Enterprise (VBE) participation goals. However, after analyzing the solicitation for subcontracting opportunities and researching available SDB and/or VBE firms to perform commercially useful functions, the Issuing Office and BDISBO have determined that the SDB and/or VBE participation opportunities for the scope of work for this procurement are de minimis. Therefore, the Issuing Office and BDISBO have declined to set SDB or VBE participation goals for this procurement. In addition, there will be no points allocated toward SDB/SB participation for this procurement.

29. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract. In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **75%** of the available technical points and the Offeror must demonstrate the financial capability to assure good faith performance of the contract.

An Offeror who fails to demonstrate sufficient financial capability to assure good faith performance of the contract as specified herein may be considered by the Issuing Office, in its sole discretion, for Best and Final Offers or contract negotiation contingent upon such Offeror providing contract performance security for the first contract year cost proposed by the Offeror in a form acceptable to the Issuing Office. Based on the financial condition of the Offeror, the Issuing Office may require a certified or bank (cashier's) check, letter of credit, or performance bond conditioned upon the faithful performance of the contract by the Offeror. The required performance security must be issued or executed by a bank or surety company authorized to do business in the Commonwealth. The cost of the required performance security will be the sole responsibility of the Offeror and cannot increase the Offeror's cost proposal or the contract cost to the Commonwealth.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of [Commonwealth Management Directive 215.9, Contractor Responsibility Program](#).

30. Final Ranking and Award. After any best and final offer process is conducted, the Issuing Office will combine the evaluation committee's final technical scores, the final cost scores, and the domestic workforce utilization scores. The Issuing Office will rank responsible Offerors according to the total overall score assigned to each in descending order. The Issuing Office must select for contract negotiations the Offeror with the highest overall score. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals at any time prior to the time a contract is fully executed when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

Stage Description

No description available.

1 ★ **Instructions To Supplier :**

Responsibility to Review.

Certification

I certify that I have read and agree to the terms above.

Supplier Must Also Upload a File:

No

Prerequisite Content:

The Offeror acknowledges and accepts full responsibility to ensure that it has reviewed the most current content of the RFP including any amendments to the RFP.

Buyer Attachments

03 RFP Terms and Conditions	03 RFP Terms and Conditions.pdf	../Attachments/03 RFP Terms and Conditions.pdf
Appendix B - Sample Invoice	05 - Elec Monioring_Appendix B Sample Invoice.pdf	../Attachments/05 - Elec Monioring_Appendix B Sample Invoice.pdf
Technical Submittal - Lot 1	02 - Elec Monitoring_Technical Sub_Final 01_15_20.docx	../Attachments/02 - Elec Monitoring_Technical Sub_Final 01_15_20.docx
Appendix A - Cost Submittal - Lot	04 - Elec Mon_App A Cost Sub v2.xlsx	../Attachments/04 - Elec Mon_App A Cost Sub v2.xlsx

Questions

★ Supplier Response Is Required

RFP Questions

Group 1.1: Technical Questions

- 1.1.1 Please download, complete, and upload the attached Technical Submittal for Lot 1 from Buyer Attachments.
File Upload
- 1.1.2 Authorized Distributor letters and other documents for Lot 1 can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file.
File Upload
- 1.1.3 I have read and fully understand the Performance Standards for Lot 1. ★
Yes/No

Group 1.2: Cost

- 1.2.1 Please use the attached Cost Template to submit your Cost Proposal for this Procurement from Buyer Attachments. Do not include any assumptions in your submittal. If assumptions are included, your Proposal could be rejected.
File Upload

Additional Required Documentation

Group 2.1: Standard Forms

- 2.1.1 Please download, sign, and attach the Iran Free Procurement Certification and Disclosure Form. ★
File Upload
Iran Free Procurement Certification Form - ../Attachments/QuestionAttachments/Iran Free Procurement Certification Form.pdf
- 2.1.2 Please download, sign and attach the Domestic Workforce Utilization Certification Form. ★
File Upload
Domestic Workforce Utilization Certification Form - ../Attachments/QuestionAttachments/Domestic Workforce Utilization Certification Form.doc
- 2.1.3 Please download, complete, and attach the Trade Secret/Confidential Proprietary Information Notice. ★
File Upload
 Trade Secret/Confidential Proprietary Information Notice - ../Attachments/QuestionAttachments/TradeSecret_ConfidentialPropertyInfoNotice (002).pdf
- 2.1.4 Any Offeror who determines that it must divulge trade secrets or confidential proprietary information as part of its proposal must submit a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
File Upload
- 2.1.5 Complete and sign the attached Lobbying Certification and Disclosure form (only applicable when federal funds are being used in the amount of \$100,000 or more). ★
File Upload
Lobbying Certification and Disclosure Form - ../Attachments/QuestionAttachments/BOP-1307 LOBBYING CERTIFICATION FORM.doc

Group 2.2: Terms and Conditions

- 2.2.1 By submitting a proposal, the Offeror does so on the basis of the attached contract terms and conditions contained in Buyer Attachments. ★
Yes/No

Group 2.3: Offeror's Representation

- 2.3.1 By submitting a proposal, each Offeror understands, represents, and acknowledges the attached representations and authorizations. ★
Yes/No

2.3.2

By submitting a proposal, you represent that: (1) you are making a formal submittal in response to a procurement issued by the Commonwealth pursuant to the Procurement Code (62 Pa.C.S. Section 101 et seq.); (2) you are authorized to submit the information on behalf of the person or entity identified; (3) this electronic submittal is deemed signed by you and you are authorized to bind the person or entity identified to the terms of the solicitation and this submittal; and (4) all of the information submitted is true and correct to the best of your knowledge, information, and belief. Any false statements made by you in this submittal are subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities).



Yes/No

Suppliers

Attenti US, Inc.

Progress Submitted
Total Bid 0.00

Mitzi Shilling
mshilling@attentigroup.com

Hope Beall
hbeall@attentigroup.com

Beau Carrigan
bcarrigan@attentigroup.com

TRECOM SYSTEMS GROUP INC (TreCom Systems Group, Inc.)

Progress No Bid

Bryan Hoffman
bhoffman@trecomsystems.com

LUCIEN R SOUTHARD

Progress Intention Not Declared

Lucien Southard
lucien.southard@gmail.com

Sentinel Offender Services, LLC

Progress Submitted
Total Bid 0.00

Audry Wyrick
awyrick@sentineladvantage.com

K3 Solutions, LLC

Progress Intention Not Declared

Farhad Ghafoori
farhad.ghafoori@k3solutions.net

Alcohol Monitoring Systems, Inc.

Progress Submitted
Total Bid 0.00

Gail Thalheimer
rfp@alcoholmonitoring.com

Gail Thalheimer
rfp@scramsystems.com

DELOITTE CONSULTING LLP

Progress Intention Not Declared

Chad Firestone
cfirestone@deloitte.com

Wycliffe Enterprises Inc

Progress Intention Not Declared

Michael Agnew
magnew@wycliffeinc.com

Community Education Centers, Inc. (Community Education Centers, Inc.)

Progress Intention Not Declared

Marquise Mccollum-Nelson
geocareproposals@geocareinc.com

Drone Go Home, LLC DBA AeroDefense (AeroDefense)

Progress No Bid

Ben White

Ben.White@AeroDefense.tech

L2O DIGITAL LLC

Progress Intention Not Declared

Maxwell Oligane

max.oligane@l2odigital.com

North America Procurement Council, Inc. PBC

Progress Intention Not Declared

Lyra de Asis

lyra@napc.me

iSqFt + Bidclerk

Progress Intention Not Declared

Caitlin Kloppenburg

content@constructconnect.com

e&e Technical Consultants, LLC

Progress Intention Not Declared

Mitch Morrill

mmorrill@ene-technical.com

RFx Analyst

Progress Intention Not Declared

Kelly Johnson

rfp@rfxanalyst.com

Shadowtrack Technologies, Inc.

Progress Submitted

Total Bid 0.00

Robert Magaletta

Nancy@shadowtrack.com

Satellite Tracking of People LLC

Progress Intention Not Declared

James Mahnke

jmahnke@stopllc.com

Track Group Inc (Track Group)

Progress Submitted

Total Bid 0.00

Thomas McAndrew

tom.mcandrew@trackgrp.com

Satellite Tracking of People LLC (Securus Monitoring Solutions)

Progress Submitted

Total Bid 0.00

Ms. Deanna Smith
desmith@stopllc.com

Tyler Technologies, Inc. (Tyler Technologies, Inc.)

Progress Submitted
Total Bid 0.00

Sophia Thomas
sophia.thomas@tylertech.com

Sentinel Offender Services

Progress Response In Progress

Mike Dean
mdean@sentineladvantage.com

Itero Group, LLC

Progress Intention Not Declared

Kristin Crager
kcrager@iterogroup.com

Buddi uS LLC

Progress Submitted
Total Bid 0.00

Ed Harrison
Ed@buddi.us

Alexandra Given
alie@buddi.co.uk

papublicsupplier1

Progress Intention Not Declared

PA Public Supplier 1
papublicsupplier1@gmail.com

Deltek

Progress Intention Not Declared

Source Management
sourcemgmt@onvia.net

LEVERAGE TECHNOLOGIES INC

Progress Intention Not Declared

Ram Patel
rpatel@leveragesoft.com

DXC Technology Services LLC

Progress Intention Not Declared

Harry Druck
hdruck@dxc.com

Techrobats LLC

Progress Intention Not Declared

Dennis Pochodzay
dpochodzay@techrobats.com

Goli Technologies LLC

Progress Intention Not Declared

Nagavardha Goli
naga@golitech.com

Brian Lecher (BPL Consulting)

Progress Intention Not Declared

Brian Lecher
lechers@comcast.net

BI Incorporated

Progress Submitted

Total Bid 0.00

Brian Liu
bidsvcs@bi.com

VISIMO LLC

Progress Intention Not Declared

Alex Heit
alex@visimoconsulting.com

Fieldware

Progress Intention Not Declared

Scott Grundberg
sgrundberg@fieldware.com

Trac Solutions (Nienhouse Media dba TRAC Solutions)

Progress Intention Not Declared

Ed Brennen
ed@tracmonitor.com

LogiCoy Inc

Progress Intention Not Declared

Fred Aabedi
fred.aabedi@logicoy.com

Q&A Board

Subject = Proposals		Public Thread
Q: Are Offerors able to propose multiple electronic monitoring solutions?	[REDACTED]	1/30/2020 11:05 AM EST
A: No, Offerors should submit a single monitoring solution.	[REDACTED]	1/30/2020 11:05 AM EST
Subject = General ([REDACTED])		Public Thread
Q: Could COPA confirm that installation will be completed by PBPP?	[REDACTED]	1/15/2020 11:25 AM EST
A: PBPP staff is responsible for placing the equipment on the reentrants.	[REDACTED]	1/15/2020 2:54 PM EST
Subject = General ([REDACTED])		Public Thread
Q: Could COPA provide the current daily rate for both active and inactive devices that is being charged?	[REDACTED]	1/15/2020 11:24 AM EST
A: Lease pricing: 1-piece \$2.50 per day (if over 1000 units in use price is reduced to \$2.40) 2-piece \$4.20 per day Monitoring is \$.70 per day	[REDACTED]	1/21/2020 11:25 AM EST
Subject = General ([REDACTED])		Public Thread
Q: Could COPA provide the average length of term for monitoring? (i.e. 30, 60, 90 days)	[REDACTED]	1/15/2020 11:24 AM EST
A: The average length of time for monitoring is between 90 to 120 days.	[REDACTED]	1/15/2020 1:08 PM EST
Subject = General ([REDACTED])		Public Thread
Q: In the General Information for the RFP, #29, references that an Offeror must meet "75% of the available points and the Offeror must demonstrate the financial capability to assure good faith performance of the contract." a. Could COPA provide the number of total available points? b. To demonstrate financial capability, is COPA requiring audited financial statements to be submitted with the proposal?	[REDACTED]	1/15/2020 11:22 AM EST
A: Evaluations will be based on information provided within the proposal. No additional financial documentation to be uploaded.	[REDACTED]	1/16/2020 8:49 AM EST
Subject = Technical: Section I-3 ([REDACTED])		Public Thread
Q: Training- could COPA confirm the number of expected staff to be trained and at how many locations?	[REDACTED]	1/15/2020 11:15 AM EST
A: PBPP estimates that 800 staff will require training at 10 locations.	[REDACTED]	1/15/2020 3:30 PM EST
Subject = Technical: Section I-4.C.1 ([REDACTED])		Public Thread
Q: The device quantities and expected shelf requirements are provided. The expected shelf quantities are in excess of 50%. Could COPA provide an explanation of what is driving this requirement?	[REDACTED]	1/15/2020 11:14 AM EST
A: PBPP keeps approximately 25% of spare devices.	[REDACTED]	1/15/2020 1:12 PM EST
Subject = Lot 1, Paragraph I-4, Bullet B, 2 ([REDACTED])		Public Thread
Q: How many locations will client transitions occur?	[REDACTED]	1/15/2020 11:13 AM EST
A: This information does not have an impact on the cost for this RFP.	[REDACTED]	1/15/2020 1:30 PM EST
Subject = Technical: Section I-4.B.1.f ([REDACTED])		Public Thread

Q: There is a requirement for the solution to have the capability to transmit an alert to an active device, when needed. Could COPA provide clarity on what type of information is to be transmitted? [REDACTED] 1/15/2020 11:13 AM EST

A: The command via the vendor's software to have the device vibrate. [REDACTED] 1/15/2020 3:33 PM EST

Subject = General [REDACTED] **Public Thread**

Q: Per the RFP, this procurement appears to be single RFP specific to the PA Board of Probation and Parole rather than an overall procurement for COPA. Could this please be confirmed? [REDACTED] 1/15/2020 11:12 AM EST

A: Please refer to the purpose document within JAGGAER, section 5a. : Lot 1, Electronic Monitoring Services and Equipment for PBPP: The Commonwealth requires a contractor to provide electronic monitoring tools that will give the PA Board of Probation and Parole (PBPP) the capability to monitor and operate a successful electronic monitoring program to enhance its electronic supervision of tracked individuals. Lot 1 is a single award to the responsive and responsible Offeror determined to most advantageous to the Commonwealth. [REDACTED] 1/15/2020 1:14 PM EST

Subject = Lot 1, Paragraph I-3 [REDACTED] [REDACTED]

[REDACTED] Parole estimate to require training? [REDACTED] 1/15/2020 11:10 AM EST

A: PBPP estimates that 800 staff will require training. [REDACTED] 1/15/2020 3:30 PM EST

Subject = Extension to submission deadline [REDACTED] **Public Thread**

Q: Due to the fact that the proposal submission deadline is only seven (7) calendar days from the deadline for questions and considering the importance of the PBPP's responses to questions, would the PBPP please provide a one (1) week extension to the proposal submission due date? [REDACTED] 1/15/2020 10:01 AM EST

A: This solicitation will be extended through 01/30/20, at 3:30pm ET. [REDACTED] 1/15/2020 3:37 PM EST

Subject = Incumbent [REDACTED] **Public Thread**

Q: Who is the current incumbent for this contract? [REDACTED] 1/14/2020 2:55 PM EST

A: Attenti US, Inc. [REDACTED] 1/21/2020 11:26 AM EST

Subject = Field Evaluations [REDACTED] **Public Thread**

Q: Is the State receptive to including field testing as part of the evaluation process? [REDACTED] 1/14/2020 2:49 PM EST

A: No. [REDACTED] 1/16/2020 8:43 AM EST

Subject = OPTIONAL PRODUCTS AND SERVICES [REDACTED] **Public Thread**

Q: EM companies offer optional products/services as an enhancement to their basic services. Examples of this include stronger straps, mobile chargers, and analytic software. These options also have associated pricing points. Should the vendor provide the associated pricing for optional products and services on an additional page or will the State supply a revised Cost Submittal form with space for optional products and services? [REDACTED] 1/14/2020 2:49 PM EST

A: Technical Submittal, IV-4, B. outlines all device requirements. Costs should be all-inclusive. [REDACTED] 1/15/2020 3:53 PM EST

Subject = Contract Start Date [REDACTED] **Public Thread**

Q: What is the anticipated contract start date? [REDACTED] 1/14/2020 2:48 PM EST

A: Estimated start date is Spring 2020.	[REDACTED]	1/16/2020 8:44 AM EST
Subject = Contract Award ([REDACTED])		Public Thread
Q: Is the State receptive to awarding to more than one Vendor?	[REDACTED]	1/14/2020 2:48 PM EST
A: Per the Purpose document within JAGGAER: The RFP is comprised of a single lot for Electronic Monitoring Services and Equipment. Lot 1 is a single award to the responsive and responsible Offeror determined to most advantageous to the Commonwealth.	[REDACTED]	1/15/2020 10:51 AM EST
Subject = SIGNATURE ([REDACTED])		Public Thread
Q: Since this is an electronic submittal, is an image of a signature acceptable on the forms that require signatures?	[REDACTED]	1/14/2020 2:47 PM EST
A: Yes, electronic signatures are permitted.	[REDACTED]	1/15/2020 3:38 PM EST
Subject = GPS Devices ([REDACTED])		Public Thread
Q: Will the State please provide the number of lost/stolen/damage devices over the past twelve (12) months?	[REDACTED]	1/14/2020 2:47 PM EST
A: There have been approximately 120 lost and/or damaged devices.	[REDACTED]	1/15/2020 2:54 PM EST
Subject = GPS Devices ([REDACTED])		Public Thread
Q: Will the State please provide the current pricing for all electronic monitoring products and services?	[REDACTED]	1/14/2020 2:47 PM EST
A: Lease pricing for Active Units: 1-piece \$2.50 per day (if over 1000 units in use price is reduced to \$2.40) 2-piece \$4.20 per day Monitoring is \$.70 per day	[REDACTED]	1/21/2020 11:27 AM EST
Subject = TIERED PRICING ([REDACTED])		Public Thread
Q: Previous Electronic Monitoring RFQs released by PBPP encouraged tiered pricing structures. "Additionally, suppliers are encouraged to offer tiered pricing structures, utilizing discounted pricing based on higher, averaged volumes, of supplier's choosing." If the State still prefers tiered pricing, please add additional line items to Appendix A, Cost Submittal Worksheet, Tab Lot 1 Cost.	[REDACTED]	1/14/2020 2:47 PM EST
A: Please refer to the Appendix A - Cost Submittal as written. No modifications should be made to this document.	[REDACTED]	1/16/2020 8:46 AM EST
Subject = GPS Monitoring ([REDACTED])		Public Thread
Q: Will the State please provide the average active daily offenders on GPS Monitoring?	[REDACTED]	1/14/2020 2:47 PM EST
A: There are approximately 950 offenders on GPS per day.	[REDACTED]	1/15/2020 3:21 PM EST
Subject = LOCATIONS ([REDACTED])		Public Thread
[REDACTED] page 4, I-4. Tasks, B. Electronic Monitoring Solution, #2 Locations asks the vendor to describe how their solution "will encompass all PBPP locations." Can you please clarify? For example, do you want to know how the vendor will train officers and transition equipment at these locations OR do you want to know that the equipment will function properly at these locations based on cellular coverage?	[REDACTED]	1/14/2020 2:47 PM EST
A: The vendor should provide detailed information outlining include use of the equipment, system, software, troubleshooting, and report analysis.	[REDACTED]	1/16/2020 8:54 AM EST

Subject = Training [REDACTED]		Public Thread
Q: Will the State please identify the number of training location(s)?	[REDACTED]	1/14/2020 2:46 PM EST
A: There will be 10 training locations.	[REDACTED]	1/15/2020 3:39 PM EST
Subject = PRIOR EXPERIENCE [REDACTED]		Public Thread
Q: If the State is looking for a list of ALL government contracts, please note that most Electronic Monitoring vendors have hundreds or thousands of contracts, ranging in size from 3 units to 50,000 units. Because of the number of small contracts, the list will be long. We respectfully request the State to limit the requirement to a list of U.S. government contracts of comparable size or a list of government contracts within the United States with over 1000 active units.	[REDACTED]	1/14/2020 2:46 PM EST
A: Technical Submittal, 1-2, B.2 - Current and/or past (within three (3) years) Proposers should provide examples of those contracts within three (3) years of similar size and scope.	[REDACTED]	1/16/2020 9:00 AM EST
Subject = Training [REDACTED]		Public Thread
Q: Will the State please identify the number of staff that will require initial training upon contract execution?	[REDACTED]	1/14/2020 2:46 PM EST
A: PBPP estimates that 800 staff will require training at 10 locations.	[REDACTED]	1/15/2020 3:39 PM EST
Subject = PRIOR EXPERIENCE [REDACTED]		Public Thread
Q: 02 - Elec Monitoring_Technical Sub_Final, page 1, I-2. Qualifications, B. Prior Experience, #2 says "Current and/or past (within three (3) years) federal, state or government contracts for the provision of electronic monitoring services, and the number of active monitoring units utilized for each." Can the State please clarify whether you are looking for examples of government contracts or for a list of ALL government contracts?	[REDACTED]	1/14/2020 2:46 PM EST
A: Proposers should provide examples of those contracts within three (3) years of similar size and scope.	[REDACTED]	1/16/2020 8:59 AM EST
Subject = ORIGINAL EQUIPMENT MANUFACTURER [REDACTED]		Public Thread
Q: Previous Electronic Monitoring RFPs released by the State required the equipment to be provided by an Original Equipment Manufacturer (OEM) rather than a reseller or subcontractor. Requiring an OEM to provide the equipment ensures the State is supplied with the most recent devices available rather than outdated equipment that may be offered by resellers or subcontractors. Equipment offered by OEMs will incorporate the most up-to-date GPS receivers and cellular capabilities available in the industry. Will the State please confirm that the equipment must be provided by an OEM?	[REDACTED]	1/14/2020 2:45 PM EST
A: The Commonwealth wrote the solicitation to encourage competitive bidding, there is no requirement that Offerors be the OEM.	[REDACTED]	1/15/2020 1:51 PM EST
Subject = SOLUTION REQUIREMENTS [REDACTED]		Public Thread

Q: 02 - Elec Monitoring_Technical Sub_Final, page 4, I-4. Tasks., B. Electronic Monitoring Solution., 1. Solution Requirements., d. states, "Have the ability to provide Non-Secure straps/cuffs that are secured to the device with screws and not plastic clips." a. As far as we know, there are no Non-Secure straps/cuffs that are secured with screws. b. If there is a device with this type of attachment, then it is provided by only one vendor which restricts competition. To open the RFP to competition, we respectfully request that this requirement be modified to: "Have the ability to provide Non-Secure straps/cuffs."

[REDACTED]

1/14/2020 2:44 PM EST

A: Section I-4,B.1.d is revised to read: Have the ability to provide Non-Secure straps/cuffs.

[REDACTED]

1/15/2020 11:45 AM EST

Subject = SOLUTION REQUIREMENTS ([REDACTED])

Public Thread

Q: 02 - Elec Monitoring_Technical Sub_Final, page 4, I-4. Tasks., B. Electronic Monitoring Solution., 1. Solution Requirements., b. states, "Be remotely alarmed (both audibly and by vibration)" a. Most agencies do not want audible signals, sirens, or alarms on a 1-Piece ankle-worn device due to the unavoidable distraction this causes in the workplace, school, church, store, and other public locations. b. Additionally, a cell phone or 2-Piece GPS device can be called for immediate notification. There is no need to have an alarm emanating from an ankle. c. Finally, there is a limited number of vendors who provide an audible alarm on a 1-Piece GPS device, so the requirement restricts competitive bidding. To open the RFP to competition, and because different vendors take different approaches to offender notification, we respectfully request that this requirement be modified as follows: "Be remotely alarmed, i.e. by vibration, and/or LED lights, and/or audibly."

[REDACTED]

1/14/2020 2:44 PM EST

A: Section 1-4, B.1.b is revised to read: "Be remotely alarmed, i.e. by vibration, and/or LED lights, and/or audibly."

[REDACTED]

1/15/2020 11:50 AM EST

Subject = APPENDIX A ([REDACTED])

Public Thread

Q: The State currently uses both 1-Piece and 2-Piece GPS monitoring solutions. Will you please separate the items into two lines on Appendix A? A line for the 1-Piece GPS solution and another for the 2-Piece GPS solution?

[REDACTED]

1/14/2020 2:43 PM EST

A: Cost sheet will be revised to indicate 1-piece and 2-piece devices.

[REDACTED]

1/15/2020 10:42 AM EST

Q: Please provide a detailed list of all cost currently covered under the current contract?

[REDACTED]

1/17/2020 12:08 PM EST

A: Lease pricing: 1-piece \$2.50 per day (if over 1000 units in use price is reduced to \$2.40) 2-piece \$4.20 per day Monitoring is \$.70 per day

[REDACTED]

1/21/2020 11:25 AM EST

Subject = OUTBOUND MONITORING SERVICES ([REDACTED])

Public Thread

Q: If the State requires Outbound Monitoring Services, will you please add an additional line item for Outbound Monitoring Services so that all vendors will provide competitive cost solutions that include all monitoring options?

[REDACTED]

1/14/2020 2:43 PM EST

A: Section I-4,D.6. - "Real time notification of any violations or infractions made by tracked individuals" define the requirement for monitoring. Costs should be all-inclusive.

[REDACTED]

1/15/2020 1:41 PM EST

Subject = OUTBOUND MONITORING SERVICES ([REDACTED])

Public Thread

Q: If the State requires Outbound Monitoring Services, will you please add the requirement for Outbound Monitoring Services to the RFP? As currently written, there is no requirement for Outbound Monitoring calls to offenders.

[REDACTED]

1/14/2020 2:42 PM EST

A: Section I-4,D.6. - "Real time notification of any violations or infractions made by tracked individuals" define the requirement for monitoring. Costs should be all-inclusive.

[REDACTED]

1/15/2020 1:52 PM EST

Q: We understand the user agency requires "Real time notification of any violations or infractions made by tracked individuals." However, for the benefit of all potential respondents to this RFP, could you identify any alerts/events in which the current providers monitoring center staff is required to call the tracked individuals directly or required to call the Supervising Officer directly, or are there any violations or infractions that will require the providers monitoring center staff to investigate violations prior to notifying the officer? This is an important question to ensure the incumbent does not have the benefit and unfair advantage of knowing the current program notification procedures and therefore, has an advantage of knowing all potential cost involved with the program.

[REDACTED]

1/17/2020 12:12 PM EST

A: For all violations the vendor's software automatically sends a notification to PBPP staff (the software allows PBPP to enter multiple contact persons; that contact could be via email, text or both). For below listed violations the vendor calls the offender in attempt to clear the violations: Inclusionary Zone Unable to Connect Low Battery No GPS

[REDACTED]

1/21/2020 1:40 PM EST

Subject = OUTBOUND MONITORING SERVICES [REDACTED]

Public Thread

Q: Regarding Appendix A, Cost Submittal Worksheet, tab Lot 1 Cost compared to the current vendor contracts: The State's current vendor pricing has one column for a Daily Lease Cost and another column for a Daily Monitoring Cost. The Daily Lease Cost and the Daily Monitoring Cost add up to the "Total Cost," as quoted in the responses to RFQ # DOC/CCR – 18. 1) The Daily Lease Cost is the cost for each piece of assigned equipment. 2) The Daily Monitoring Cost is the additional charge for the vendor handling Outbound Monitoring Services for the State. Specifically, the vendor's Monitoring Center staff makes phone calls to the offenders to resolve alerts before they are forwarded to officers. Appendix A does not have a separate column for Outbound Monitoring Services. The "Estimated Annual Monitoring Solution Cost" column automatically multiplies the "Estimated Active Device Quantity" column by the "Per Each Active Device Cost" Column to come up with a total. Additionally, the RFP does not mention the Outbound Monitoring Services currently provided by vendors. If some vendors assume Outbound Monitoring Services are included and other vendors assume there are no Outbound Monitoring Services then some Cost Submittals will not be accurate based on the complete needs of the State. Please clarify whether the State still requires Outbound Monitoring Services (manual telephone calls) by the vendor's Monitoring Center to offenders to resolve alerts before they are forwarded to officers?

[REDACTED]

1/14/2020 2:42 PM EST

A: Section I-4,D.6. - "Real time notification of any violations or infractions made by tracked individuals" define the requirement for monitoring. Costs should be all-inclusive.

[REDACTED]

1/15/2020 1:53 PM EST

Subject = APPENDIX A [REDACTED]

Public Thread

Q: Regarding Appendix A, Cost Submittal Worksheet, tab Lot 1 Cost: the Excel Worksheet multiplies the estimated "Active Device Quantity" by the "Per Each Active Device Cost" to come up with a total "Estimated Annual Monitoring Solution Cost." However, Cell B4/5 states that the Monitoring Solution Rate is defined as "(per active device, per day)." If vendors insert the "per active device, per day" rate in the "Per Each Active Device Cost" column, then the column titled "Estimated Annual Monitoring Solution Cost" is a total of the DAILY cost rather than the Estimated ANNUAL cost. We request clarification of the dollar amount to be entered into Cell D5. A.) Is this to be the daily monitoring solution rate for one offender multiplied by 365 (days per year) so that Cell E5 will automatically correspond to the annual rate and Cell F5 will accurately reflect a "Three (3) Year Monitoring Solution Cost"? B.) If not, will the State please add another column that multiplies the daily cost by 365 days to come up with an accurate annual cost?

[REDACTED]

1/14/2020 2:40 PM EST

A: The Commonwealth is issuing a revised cost sheet in response to questions received.

[REDACTED]

1/16/2020 9:08 AM EST

Subject = APPENDIX A [REDACTED]

Public Thread

Q: If the State requires Traditional Radio Frequency (RF), Alcohol/Breathalyzer Monitoring, and Biometric Voice Verification options, in addition to GPS, please note that these options come at different price points and different replacement costs. Will the State please add additional lines to Appendix A to cover each separate monitoring solution option, with updated device quantities, and additional lines for the replacement costs?

[REDACTED]

1/14/2020 2:40 PM EST

A: This is an all-inclusive cost including monitoring. Please refer to RFP technical submittal, I-4, D6. and instruction page of Appendix A - Cost sheet. No modifications should be made to Appendix A.

[REDACTED]

1/16/2020 9:14 AM EST

Subject = MULTIPLE ELECTRONIC MONITORING SOLUTIONS ([REDACTED])

Public Thread

Q: 769769, Event Summary – Electronic Monitoring Services, page 2, Description, #4. Project Description says, "Monitoring service categories include: Traditional Radio Frequency (RF); Global Positioning Systems (GPS) Active; Global Positioning Systems (GPS) Passive; Alcohol/Breathalyzer Monitoring; and, Biometric Voice Verification." However, page 3 of 02 - Elec Monitoring_Technical Sub_Final, I-4. Tasks, B. Electronic Monitoring Solution, says "Offerors shall describe a proposed monitoring solution that will provide the PA Board of Probation and Parole (PBPP) with a single system that is an equivalent of, or better in capability to, a Global Positioning System (GPS) - Passive or Active." Finally, Appendix A, Cost Submittal Worksheet, Tab Lot 1 Cost only has one line for the monitoring solution rate and one line for a device replacement fee. Will the State please confirm that you are looking for multiple electronic monitoring solutions available in the industry, including RF, GPS, Alcohol, Voice, and mobile applications?

[REDACTED]

1/14/2020 2:39 PM EST

A: It is the intention of the Commonwealth to procure an electronic monitoring solution that is equivalent to, or better in capability to, a Global Positioning System (GPS) - Passive or Active. The Commonwealth reserves the right to request these services at a later time and have the offerors identify whether they can or cannot provide these types of services.

[REDACTED]

1/15/2020 1:59 PM EST

Subject = SDB AND SB PARTICIPATION [REDACTED]

Public Thread

Q: If SDB and SB participation is required, where can vendors find instructions?

[REDACTED]

1/14/2020 2:39 PM EST

A: After review, the Commonwealth determined that SDB and/or VBE participation opportunities for the scope of work for this procurement are de minimis. Therefore, the Issuing Office and BDISBO have declined to set SDB or VBE participation goals for this procurement. In addition, there will be no points allocated toward SDB/SB participation for this procurement. See Section 27, Evaluation Criteria and Section 28, Small Business and Small Diverse Business Participation, of the RFP for more details.

1/15/2020 1:19 PM EST

Subject = EVALUATION CRITERIA

Public Thread

Q: If there are no points for SDB and SB participation, can you please provide an updated scoring formula for the RFP? When you click the link for 27. Evaluation Criteria, A. Technical, it takes you to a scoring formula that includes SDB and SB participation points.

1/14/2020 2:38 PM EST

A: The RFP Scoring Formula for Technical and Cost remains the same, just SB/SDB score is omitted.

1/15/2020 3:50 PM EST

Subject = SCORING FORMULA

Public Thread

Q: The document titled RFP_SCORING_FORMULA includes scoring for Small Diverse Business (SDB) and Small Business (SB) Participation. Document 769769, Event Summary – Electronic Monitoring Services, page 6, #28., states “there will be no points allocated toward SDB/SB participation.” Will the State please clarify whether or not points will be awarded for SDB and SB participation?

1/14/2020 2:38 PM EST

A: After review, the Commonwealth determined that SDB and/or VBE participation opportunities for the scope of work for this procurement are de minimis. Therefore, the Issuing Office and BDISBO have declined to set SDB or VBE participation goals for this procurement. In addition, there will be no points allocated toward SDB/SB participation for this procurement. See Section 27, Evaluation Criteria and Section 28, Small Business and Small Diverse Business Participation, of the RFP for more details.

1/15/2020 1:21 PM EST

Subject = GPS

Public Thread

Q: Will COPA accept proposals with a GPS lease-only model where COPA pays a daily fee for devices, instead of purchasing and owning the hardware?

1/13/2020 2:40 PM EST

A: Yes, devices will only be leased.

1/15/2020 3:23 PM EST

Subject = Due Date

Public Thread

Q: Responses to vendor questions greatly affect each proposer's ability to develop custom solutions and cost effective pricing. Will the State please extend the proposal deadline to ten (10) business days AFTER PUBLISHING ANSWERS to allow vendors adequate time to draft their response? That will enable vendors the opportunity to submit clear proposals that fully address the needs of your program.

1/13/2020 11:21 AM EST

A: This solicitation will be extended through 1-30-20, 3:30pm ET.

1/15/2020 3:43 PM EST

Subject = Electronic Monitoring Services RFP

Public Thread

Q: Who is the current incumbent for this contract?

1/12/2020 11:41 PM EST

A: Attenti US, Inc.

1/21/2020 11:27 AM EST

Subject = Lot 1, Paragraph I-4, Bullet C, 2

Public Thread

Q: "Lost Devices. There shall be an allowance for the replacement of a minimum of three (3) lost units per month, at no additional cost." If the agency loses more than three devices per month, please confirm that the contractor may charge the agency accordingly.

[REDACTED]

1/10/2020 7:03 PM EST

A: For lost devices exceeding a quantity of three (3) per month, the selected Offeror will be permitted to charge the Commonwealth the Replacement Device Fee identified on their Appendix A Cost Submittal or as otherwise negotiated as part of the contract award process.

[REDACTED]

1/14/2020 1:33 PM EST

Subject = Lot 1, Paragraph I-4, Bullet C, 2 [REDACTED]

Public Thread

Q: "Inactive Devices. There shall be no daily monitoring fee for all inactive devices in the possession of Commonwealth agencies. The Selected Offeror will charge the agency the Per Each Active Device Cost identified in Appendix A, Cost Submittal, Lot 1 Cost Tab once the equipment is activated for use." Please confirm that the agency will not allow the contractor to bill for inactive devices.

[REDACTED]

1/10/2020 7:03 PM EST

A: Section I-4.C.2.a. reads "There shall be no daily monitoring fee for all inactive devices in the possession of Commonwealth agencies. The Selected Offeror will charge the agency the Per Each Active Device Cost identified in Appendix A, Cost Submittal, Lot 1 Cost Tab once the equipment is activated for use." Therefore, the selected Offeror will not be permitted to bill for inactive devices.

[REDACTED]

1/14/2020 1:34 PM EST

Subject = Lot 1, Paragraph I-2, Bullet F, 1 [REDACTED]

Public Thread

Q: "New Monitoring Devices. Agencies must be able to procure new monitoring equipment/devices, as agreed, through a request for quote process." It is the standard practice in the electronic monitoring industry to deploy units for use in either new or like new condition. Units are then returned to the contractor for repair, testing and redeployment for use. Equipment is constantly in circulation. Brand new, unused units dedicated to a program such as this would increase costs to the agency, as manufacturing equipment specifically for this program would be very costly for the contractor. Further, after the initial start-up of "new units," the agency would be returning units to the contractor, who would then replace and return the unit for use a "like new" unit as a replacement. Therefore, while understanding the intent to acquire a brand new unit, utilizing new units throughout the life of contract would never be realized unless the agency purchased or rented a fixed identified number of units that would be serial numbered, repaired (when needed) and returned accordingly. For these reasons, provided units are of the latest model, version and capabilities, would the agency accept new and/or like-new units throughout the life of the contract?

[REDACTED]

1/10/2020 7:02 PM EST

A: All devices to be issued to the Commonwealth as part of contract implementation must be new. Offerors may redeploy units which are returned to the Offeror by the Commonwealth for repair.

[REDACTED]

1/14/2020 1:35 PM EST

Subject = Lot 1, Paragraph I-2, Bullet B, 1, d [REDACTED]

Public Thread

Q: "Have the ability to provide Non-Secure straps/cuffs that are secured to the device with screws and not plastic clips" To the best of our knowledge, there is only one manufacturer in the industry that uses proprietary screws to attach non-secure straps/cuffs to the device—not including one of the agency's incumbent vendors. Requiring screws unnecessarily restricts fair and open consideration of competing solutions and proposals from all other manufacturers and suppliers. We respectfully request this specification be deleted from the RFP.

[REDACTED]

1/10/2020 7:02 PM EST

A: Section I-4,B.1.d is revised to read: Have the ability to provide Non-Secure straps/cuff.

[REDACTED]

1/14/2020 1:36 PM EST

Subject = Lot 1, Paragraph I-2, Bullet B, 1 [REDACTED]

Public Thread

Q: "This solution shall be inclusive of Offeror provided equipment and Commonwealth-owned equipment." 1. Please confirm the agency will be renting equipment, and not purchasing equipment. 2. If the agency confirms they will be renting equipment only, we respectfully request the term "Commonwealth-owned equipment" be removed from this specification.

[REDACTED]

1/10/2020 7:01 PM EST

A: Section I-4, B.1. has been revised to remove "commonwealth-owned equipment"

[REDACTED]

1/15/2020 1:58 PM EST

Subject = Lot 1, document in entirety ([REDACTED])

Public Thread

Q: Please confirm that offerors may recreate this attachment to include graphics, charts, and enhance overall readability.

[REDACTED]

1/10/2020 7:01 PM EST

A: The technical Submittal document must be downloaded and answers provided in the appropriate section on the document. If the Offeror deems it appropriate to include graphics or charts they can do so at the appropriate section of the document.

[REDACTED]

1/14/2020 1:37 PM EST

Subject = RFP Questions, Item 1.1.2 ([REDACTED])

Public Thread

Q: "Authorized Distributor letters and other documents for Lot 1 can be uploaded here." The RFP does not mention "Authorized Distributor Letters." Please define the type of documentation required by this question.

[REDACTED]

1/10/2020 7:00 PM EST

A: The RFP Technical submttal does not include a requirement to submit this type of oducmentation.

[REDACTED]

1/14/2020 1:39 PM EST

Subject = Description, Item 29 [REDACTED]

Public Thread

Q: "An Offeror who fails to demonstrate sufficient financial capability to assure good faith performance of the contract as specified herein may be considered by the Issuing Office, in its sole discretion, for Best and Final Offers or contract negotiation contingent upon such Offeror providing contract performance security for the first contract year cost proposed by the Offeror in a form acceptable to the Issuing Office." 1. How will the agency determine if an offeror has the financial capabilities to fulfill RFP requirements? 2. Are offerors required to submit financial documentation or other evidence of financial capabilities? 2a. If yes, how or where should offerors include this information in the online Supplier Management System (JAGGAER)?

[REDACTED]

1/10/2020 7:00 PM EST

A: a. Please refer to Purpose document within JAGGAER - See Section 27, Evaluation Criteria. b. Evaluations will be based on the information included within the proposal. No additional documentation needs to be uploaded.

[REDACTED]

1/16/2020 9:15 AM EST

Subject = Description, Item 28 ([REDACTED])

Public Thread

Q: Reference Description, Item 28: "However, after analyzing the solicitation for subcontracting opportunities and researching available SDB and/or VBE firms to perform commercially useful functions, the Issuing Office and BDISBO have determined that the SDB and/or VBE participation opportunities for the scope of work for this procurement are de minimis. Therefore, the Issuing Office and BDISBO have declined to set SDB or VBE participation goals for this procurement. In addition, there will be no points allocated toward SDB/SB participation for this procurement." Reference RFP Scoring Formula (link to webpage embedded in Description Item 27: https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORM_ULA.aspx) 1. Please confirm the RFP Scoring Formula section 3 "Small Diverse Business (SDB) and Small Business (SB) Participation" does not apply to this solicitation.

[REDACTED]

1/10/2020 7:00 PM EST

A: That is correct. As noted in Section 28, Small Business and Small Diverse Business Participation, "there will be no points allocated toward SDB/SB participation for this procurement". The scoring structure is defined in Section 27.

[REDACTED]

1/14/2020 1:39 PM EST

Subject = Description, Item 4

[REDACTED]

Public Thread

Q: Reference Description, Item 4: "The technology and services include, but are not limited to, monitoring devices capable of operating in various operational modes, equipment, software, technical support, maintenance, and monitoring services. Monitoring service categories include: Traditional Radio Frequency (RF); Global Positioning Systems (GPS) Active; Global Positioning Systems (GPS) Passive; Alcohol/Breathalyzer Monitoring; and, Biometric Voice Verification." Reference Electronic Monitoring Services Technical Submittal Lot 1, Paragraph I-4, Bullet B: "Offerors shall describe a proposed monitoring solution that will provide the PA Board of Probation and Parole (PBPP) with a single system that is an equivalent of, or better in capability to, a Global Positioning System (GPS) - Passive or Active." 1. Please provide additional clarification about the type of monitoring device(s) the agency is soliciting. Is it the agency's intent to operate a GPS-only Tracking Program? 2. Alternatively, does the agency require proposals that include Radio Frequency (RF) curfew monitoring, breath alcohol monitoring, and remote voice biometric check-in solutions? 2a. If the agency requires solutions in addition to GPS, where within Technical Submittal Lot 1 should offerors describe these capabilities? 2b. If the agency requires solutions in addition to GPS, please provide the estimated quantity of each type of monitoring device. 2c. If the agency requires solutions in addition to GPS, please amend RFP Appendix A to include separate line items for each requested technology. There are significant pricing impacts and differences for each type of monitoring solution, regardless of vendor.

[REDACTED]

1/10/2020 6:59 PM EST

A: It is the intention of the Commonwealth to procure an electronic monitoring solution that is equivalent to, or better in capability to, a Global Positioning System (GPS) - Passive or Active. The Commonwealth reserves the right to request these services at a later time and have the offerors identify whether they can or cannot provide these types of services.

[REDACTED]

1/15/2020 1:56 PM EST

Subject = Event Dates

[REDACTED]

Thread

Q: Answers to vendor questions greatly impact an offeror's approach to technical and pricing proposals. Will the agency please consider extending the proposal deadline to two weeks (10 business days) after answers are published? This extension will provide offerors with sufficient time to revise proposals based on newly-released information from the agency.

[REDACTED]

1/10/2020 6:59 PM EST

A: This solicitation will be extended through 1-30-20, 3:30pm ET.

[REDACTED]

1/16/2020 9:16 AM EST

Subject = Current Operations [REDACTED]

Public Thread

Q: Does the agency operate a captive GPS monitoring center? If yes, what roles and functions do agency operators perform? Examples of agency functions include Level 1 Troubleshooting for field officers, placing live phone calls to offenders/probationers, performing alert notifications and closures, dispatching field officers, etc.

[REDACTED]

1/10/2020 6:58 PM EST

A: Agency does not have a GPS monitoring center.

[REDACTED]

1/15/2020 1:55 PM EST

Subject = Current Operations [REDACTED]

Public Thread

Q: Please provide the daily rate per client that the agency currently pays for each service/device.

[REDACTED]

1/10/2020 6:58 PM EST

A: Lease pricing for Active Units: 1-piece \$2.50 per day (if over 1000 units in use price is reduced to \$2.40) 2-piece \$4.20 per day Monitoring is \$.70 per day

[REDACTED]

1/21/2020 11:28 AM EST

Subject = Current Operations [REDACTED]

Public Thread

Q: Please identify all specific devices and services currently used to monitor probationers and offenders.

[REDACTED]

1/10/2020 6:57 PM EST

A: Active GPS (including 1 piece devices, 2 piece devices, 1 piece with beacon).

[REDACTED]

1/14/2020 1:41 PM EST

Subject = Contract [REDACTED]

Public Thread

Q: Can the DOC please specify whether this RFP is for the state-wide COSTARS contract or is this for the Pennsylvania Board of Probation and Parole currently held by Attenti?

[REDACTED]

1/10/2020 2:13 PM EST

A: Per the Purpose document within JAGGAER: Lot 1, Electronic Monitoring Services and Equipment for PBPP: The Commonwealth requires a contractor to provide electronic monitoring tools that will give the PA Board of Probation and Parole (PBPP) the capability to monitor and operate a successful electronic monitoring program to enhance its electronic supervision of tracked individuals. The Commonwealth COSTARS' group is in the process of creating a separate contract for Electronic Monitoring.

[REDACTED]

1/15/2020 10:50 AM EST

**ELECTRONIC MONITORING SERVICES
TECHNICAL SUBMITTAL
Lot 1**

I-1. Statement of the Project. State in succinct terms your understanding of the project and services as set forth in this Request for Proposal (RFP).

Offeror Response

I-2. Qualifications.

A. Company Overview. Offerors shall provide a short and descriptive company overview, including company name and address, parent company if applicable, and date company established.

Offeror Response

B. Prior Experience. Offerors shall describe in narrative form their experience in providing Electronic Monitoring Services and Equipment. This experience should show your capability to perform the services outlined in this RFP. These details, at a minimum, shall include:

1. A minimum of five (5) years of prior experience(s) providing Electronic Monitoring Services to correctional, criminal justice, law enforcement and/or governmental agencies located with the United States.
2. Current and/or past (within three (3) years) federal, state or government contracts for the provision of electronic monitoring services, and the number of active monitoring units utilized for each.
3. Summary of any exemplary or qualitative findings, recommendations, or other validations, demonstrating operational experience. (i.e., specialized accreditation grant awards, etc.).

Offeror Response

C. Personnel. Offerors shall describe in narrative form the number of personnel who will be assigned to this contract and engaged in the work being performed. Key personnel shall include, but not be limited to, the following positions: Contract Manager, Project Manager, Accounts Receivable/Payable Manager, and Technical/Customer Service Manager. Include the employee's name, position, educational and work experience in managing a large-scale program. Indicate the responsibilities each individual will have and how long each has been with the company. Include an organizational chart in the proposal submission.

Key personnel descriptions stated below are defined as, but not limited to, the following:

- 1. Contract Manager.** This individual is responsible for overall contract oversight, issues resolution, and serves as the key point of contact for the contract. This individual will also be responsible for providing resources to perform on-site/ongoing training, technical assistance, as requested, and to resolve issues to ensure customer satisfaction for all agencies.
- 2. Project Manager.** This individual is responsible for project oversight, implementation of services and management of the program for PBPP services. This individual will be responsible for ensuring successful project implementation and timelines are met.
- 3. Accounts Receivable/Payable Manager.** This individual will be the dedicated point of contact for the Commonwealth for all billing and invoicing questions.
- 4. Technical/Customer Service Manager.** This individual will be responsible for managing and responding to calls or inquiries relative to service issues, system issues, etc. They will work with the caller to resolve the issue and restore services to ensure customer satisfaction. This individual must be available to provide technical assistance 24 hours a day, 365 days a year. Customer support may include site visits and assistance with the implementation of new equipment.

Offeror Response

- D. Subcontractors:** Provide a subcontracting plan for all subcontractors, including small diverse business and small business subcontractors, who will be assigned to the Contract. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Contract without the express written approval from the Commonwealth. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each position included in your subcontracting plan Offerors must provide:
1. Name of subcontractor;
 2. Primary contact name and email;
 3. Address of subcontractor;
 4. Description of services to be performed;
 5. Number of employees by job category assigned to this project; and
 6. Resumes (if appropriate and available).

Offeror Response

- I-3. Training.** Offerors shall describe its comprehensive training program, which at a minimum, shall include use of the equipment, system, software, troubleshooting, and report analysis. This training program must be executed by experienced staff and be accomplished within thirty (30) days of system rollout or within a mutually agreeable time period. The training program must also identify how follow up sessions and continuing education will be provided as new staff require training and upon the implementation of hardware and software enhancements or modifications due to new releases or upgrades. Describe what Train-the-trainer options, training materials/user manuals will be provided as part of this program.

Offeror Response

- I-4. Tasks.** Offerors shall **acknowledge** or **describe** its ability to meet each requirement listed below in the “Offeror Response” block and, if applicable, describe any relevant experience and qualifications, which supports the response.

A. Implementation. Offerors must include with its technical submittal a detailed implementation plan (Program Evaluation and Review Technique (“PERT”) or similar type display, time related, showing each event) for accomplishing all of the work proposed in this RFP, including the number of person hours allocated to each task. If more than one approach is apparent, comment on why you chose this approach. Also identify, in the plan, any perceived transitioning issues. The implementation plan shall include:

1. A suggested solution or alternative plan to overcome any perceived transition issues;
2. A schedule of all implementation and transition activities.

In order to ensure a smooth transition and continuation of services, the selected Offeror must collaborate with designated Commonwealth personnel throughout the transition period.

Offeror Response

B. Electronic Monitoring Solution. Offerors shall describe a proposed monitoring solution that will provide the PA Board of Probation and Parole (PBPP) with a single system that is an equivalent of, or better in capability to, a Global Positioning System (GPS) - Passive or Active.

1. Solution Requirements. This solution shall be inclusive of Offeror provided equipment. The proposed solution must include, at a minimum, the following:
 - a. Conduct current, real time tracking of active devices;

- b. Be remotely alarmed, i.e. by vibration, and/or LED lights, and/or audibly.
- c. Waterproof devices/cuffs;
- d. Have the ability to provide Non-Secure straps/cuffs;
- e. Non-Secure is defined as soft, able to be cut off, i.e. rubber;
- f. Have the capability to transmit an alert to an active device, when needed;
- g. Be able to set up and change inclusion/exclusion zones; and
- h. Provide current, real time signal strength and battery life tracking of all devices.

Offeror Response

2. Locations. Offerors shall describe how their proposed solution will encompass all PBPP locations.

PBPP Locations. PBPP has locations in the following areas: Scranton, Allentown, Philadelphia, Chester, Harrisburg, Williamsport, Mercer, Pittsburgh, Erie, and Altoona.

Offeror Response

- C. Monitoring Devices**. Offerors shall describe how their proposed solution will meet the following requirements for monitoring devices.

1. **Device Quantities**. PBPP Devices. There are approximately 950 active non-secure cuffs in use, plus approximately 550 inactive non-secure cuffs available for use.
2. **Device Types**.
 - a. Inactive Devices. There shall be no daily monitoring fee for all inactive devices in the possession of Commonwealth agencies. The Selected Offeror will charge the agency the Per Each Active Device Cost identified in **Appendix A, Cost Submittal, Lot 1 Cost Tab** once the equipment is activated for use.
 - b. Replacement Devices. Monitoring devices requiring replacement due to malfunction, inferior quality, defective parts, software upgrade, etc., shall be done so at no charge to the agency. Monitoring devices requiring replacement due to negligence or loss on the part of the using agency, damage or loss by an offender, or other act which is not a direct result of the equipment/system itself, shall be replaced in accordance with the established Secure Device Replacement Fee and the Non-Secure Device Replacement Fee identified in **Appendix A, Cost Submittal, Lot 1 Cost Tab**.

- c. Lost Devices. There shall be an allowance for the replacement of a minimum of three (3) lost units per month, at no additional cost.

Offeror Response

D. Monitoring Center. Offeror must describe how they will provide a secure, confidential monitoring service center to include helpdesk services, without the use of subcontractors or a third-party monitoring center. The offeror's response should identify how they will meet the following requirements for the Monitoring Center:

1. A permanently installed and functioning emergency backup power source, capable of maintaining continuous operation;
2. A secondary monitoring center capable of providing fully operational functions in the event the primary monitoring center is disabled. The secondary center must be located sufficiently distant from the primary center;
3. A toll-free telephone number which will be available 24 hours a day, 365 days a year for technical analysis and application assistance, including alarm resolution;
4. In the event any component of the selected Offeror's monitoring center service becomes inoperable, the selected Offeror must immediately notify the agency Program Managers or designees by telephone, but no later than thirty (30) minutes after service failure;
5. Identity verification of callers who call into the monitoring center; and
6. Real time notification of any violations or infractions made by tracked individuals.

Offeror Response

E. Expert Witness. Offerors must be able to provide, when required by subpoena, Expert Witness Services. Expert Witness Services include official company/product documentation/verification, expert witness testimony, report data and report validation, offender tracking records (GPS coordinates), etc. Offerors shall include on **Appendix A, Cost Submittal, Lot 1 Cost Tab** the hourly rate for Expert Witness Services. This cost will not be evaluated as part of the cost proposal.

Offeror Response

F. Equipment. Offerors must acknowledge their ability to meet the equipment requirements identified in this section.

1. **New Monitoring Devices.** Agencies must be able to procure new monitoring equipment/devices, as agreed, through a request for quote process. There shall be no minimum order requirement for equipment purchases.

2. **Replacement Monitoring Devices.** All electronic monitoring solutions procured through this contract shall include an equipment replacement policy that is equivalent to the following, unless otherwise identified by the requesting agency. Monitoring devices requiring replacement due to malfunction, inferior quality, defective parts, software upgrade, etc., shall be done so at no charge to the requesting agency. Monitoring devices requiring replacement due to negligence or loss on the part of the agency, damage or loss by an offender, or other act which is not a direct result of the equipment/system itself, shall be replaced at an established Device Replacement Fee, as agreed through a request for quote process.
3. **Repair/Replacement Parts.** The ability to obtain repair/replacement parts needed as a result of continued use, wear, or upgrade for agency-owned electronic monitoring devices, as described in the agency request for quote.

Offeror Response

I-5. Contract Turnover. Upon expiration or termination of the contract, the current selected Offeror shall provide for a mutually agreed upon turnover of its services to the using agency and its successor selected Offeror, as applicable. Provide a final detailed description of the turnover plan for approval by the using agency within four (4) months prior to the last day of the project.

A. Turnover Plan. The selected Offeror must:

1. Supply the using agency with the data collected in a format that can be used outside of the current selected Offeror's system;
2. Cooperate with the using agency, and supply them and/or its successor selected Offeror with all information requested and required by the using agency and/or its successor selected Offeror during the turnover process; and
3. Pay costs related to the transfer of services and responsibilities as a normal part of doing business with the Commonwealth of Pennsylvania.

Offeror Response

I-6. Reports. Offerors shall describe in narrative form their capability to provide various reports and the accessibility for agencies to view, download, and/or export these reports into an executable file format. Report types include, but are not limited to equipment summaries, equipment assignments/histories (to include historical geo-coded points), equipment transfer details, spare equipment, offender enrollments, activations, deletions, violation/alert/alarm details and histories, notification details including GPS compliance, and tracking point details. Report data must be accessible in real-time.

Offeror Response

- I-7. Invoices.** Offerors shall be able to provide a monthly invoice and back-up documentation to verify accurate monthly charges. **Appendix B, Sample Invoice**, of this RFP provides Offerors with an example of the data components required for these documents. Offerors are required to submit with their proposal a sample invoice and sample copy of their invoice back-up documentation. These samples should include the key data components identified in **Appendix B**.

Offeror Response

- I-8. Emergency Preparedness.** To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.

A. Describe how you anticipate such a crisis will impact your operations.

B. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:

1. Employee training (describe your organization's training plan, and how frequently your plan will be shared with employees);
2. Identified essential business functions and key employees (within your organization) necessary to carry them out;
3. Contingency plans for:
 - a. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness; and,
 - b. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
4. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc. and;
5. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

Offeror Response

I-9. Objections and Additions to Standard Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions contained in the **Buyer Attachments** section that it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for this RFP. 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 the **Terms and Conditions** contained in the **Buyer Attachment** section. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in the **Terms and Conditions** contained in the **Buyer Attachment** section or to other provisions of the RFP.

Offeror Response

Invoice 16457

Date 2/28/2019

Terms

PO # 4300

Bill To

PO# 4300
PA DOC Office - Community Corrections
1920 Technology Parkway
Mechanicsburg PA 17050

Amount Due 3,276.00

Please make checks payable to :

Cut here and return upper portion as remittance advice

Description	Quantity	Unit Price	Amount
PA DOC Office - Community Corrections			
	448	3.90	1,747.20
	0	3.90	0.00
	308	3.90	1,201.20
Pennsylvania DOC - Compassionate Release			
	0	3.90	0.00
	0	3.90	0.00
	84	3.90	327.60

SAMPLE

Total \$3,276.00

All invoices are final after 30 days. If you have any discrepancies with the invoice, please contact us within the first 30 days after receipt of invoice. As of October 1, 2011, payments by credit card will be charged an additional 1.5% convenience fee.

PA DOC Office - Community Corrections

Billing period from : 2/1/2019

To: 2/28/2019

448	Total Active Days:	448	Active Units:	16
	Inactive Days:	504	Inactive Units:	18
	Total Days:	952	Assigned Units:	34

Supervising Officer	Offender Name	Date Assigned	Date Activated	Date Deactivated	Date Unassigned	Active Days	Inactive Days	Service Name
Active Units								
C0041727								
PA DOC Supervision Officer	C0041727 .R1 KINTOCK ERIE	8/18/2016	10/9/2018			28	0	
						Device Total:	28	0
C0042004								
PA DOC Supervision Officer	C0042004 .R3 Progress	3/3/2015	3/4/2015			28	0	
						Device Total:	28	0
C0044129								
PA DOC Supervision Officer	C0044129 .R3 Progress	3/2/2015	3/11/2015			28	0	
						Device Total:	28	0
C0044292								
PA DOC Supervision Officer	C0044292 .R3 Gateway Erie	3/2/2015	3/11/2015			28	0	
						Device Total:	28	0
C0047586								
PA DOC Supervision Officer	C0047586 .R3 Gateway Erie	2/1/2016	2/12/2015			28	0	
						Device Total:	28	0
C0048089								
PA DOC Supervision Officer	C0048089 R1 - Kintock Erie	11/19/2015	5/21/2018			28	0	
						Device Total:	28	0
C0048523								
PA DOC Supervision Officer	C0048523 R1 - Kintock Erie	11/19/2015	5/21/2018			28	0	
						Device Total:	28	0
C0048545								
PA DOC Supervision Officer	C0048545 R3PROGRESS	11/19/2015	5/6/2016			28	0	
						Device Total:	28	0
C0048548								
PA DOC Supervision Officer	C0048548 .R3 Progress	11/17/2015	11/17/2015			28	0	
						Device Total:	28	0
C0048618								
PA DOC Supervision Officer	C0048618 .R3 Gateway Erie	11/13/2015	11/17/2015			28	0	
						Device Total:	28	0
C0049356								
PA DOC Supervision Officer	C0049356 .R3 Gateway Erie	2/1/2016	7/11/2017			28	0	
						Device Total:	28	0

SAMPLE

Supervising Officer	Offender Name	Date Assigned	Date Activated	Date Deactivated	Date Unassigned	Active Days	Inactive Days	Service Name
C0049405								
PA DOC Supervision Officer	C0049405 R1 - Kintock Erie	2/1/2016	5/21/2018			28	0	
						Device Total:	28	0
C0049607								
PA DOC Supervision Officer	C0049607 .R1 Kintock	2/1/2016	2/12/2016			28	0	
						Device Total:	28	0
C0049608								
PA DOC Supervision Officer	C0049608 .R3 Gateway Erie	2/1/2016	2/12/2016			28	0	
						Device Total:	28	0
C0051932								
PA DOC Supervision Officer	C0051932 KINTOCK ERIE R1	6/24/2016	7/11/2016			28	0	
						Device Total:	28	0
C0052099								
PA DOC Supervision Officer	C0052099 KINTOCK ERIE	7/5/2016	7/11/2016			28	0	
						Device Total:	28	0

SAMPLE

Pennsylvania DOC - Compassionate Release

Billing period from : 2/1/2019

To: 2/28/2019

Total Active Days:	0	Active Units:	0
Inactive Days:	84	Inactive Units:	3
Total Days:	84	Assigned Units:	3

Supervising Officer	Offender Name	Date Assigned	Date Activated	Date Deactivated	Date Unassigned	Active Days	Inactive Days	Service Name
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Active Units

SAMPLE

**APPENDIX A, COST SUBMITTAL WORKSHEET
ELECTRONIC MONITORING SERVICES
RFP 6100047842**

GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK:

The Cost Submittal Worksheets contained in this workbook shall constitute the Cost Submittal for **RFP 6100047842**. Estimates are based on historical data and should not be considered representative of actual contract cost or future plannings needs.

Worksheets must be completed in their entirety for each lot you are submitting a proposal. Data may only be entered in the cells highlighted in YELLOW.

Costs are all-inclusive of any overhead, travel, subsistence, supplies, equipment, services, and other expenses. Such items may not be billed separately.

Offeror Informaiton Tab: Must be completed in it entirety.

1. Select the *Offeror Information* Tab at the bottom of this page.
2. Complete the top portion of the form to include all contact information.

Lot 1 - Cost Submittal Tab: Must be completed in its entirety if submitting a proposal for this lot.

1. Select the *Lot 1 Cost Submittal* Tab at the bottom of this page.
2. DAILY MONITORING (All-inclusive) SOLUTION RATE -
 - a. Enter the per day, per device cost for the proposed all-inclusive monitoring solution for a 1-piece device.
 - b. Enter the per day, per device cost for the proposed all-inclusive monitoring solution for a 2-piece device.
 - c. Prices must be entered in the applicable yellow-shaded cells on the Cost tab.
3. DEVICE REPLACEMENT FEE - Enter the cost, per cuff for the proposed fee for device replacement. This fee will be charged for any cuffs in excess of the minimum per month allowance quantity.
4. EXPERT WITNESS RATE PER HOUR - Enter the dollar amount for the proposed hourly charge for Expert Witness testimony, if required by using agency. This cost will not be evaluated as part of the cost proposal.
5. The costs entered on this tab will be firm for the initial three (3) year contract term.

**APPENDIX A - COST SUBMITTAL WORKSHEET
 LOT 1 COST
 RFP 6100047842**

Note: Proposed Daily Monitoring Solution Rate is an all-inclusive cost consisting of overhead, travel, subsistence, supplies, equipment, monitoring, and other expenses, and may not be billed separately.

Cost				
Monitoring Solution Rate (per active 1-piece device, per day)	Estimated Active Device Quantity	Per Each Active Device Cost	Estimated Annual Monitoring Solution Cost	Estimated Three (3) Year Monitoring Solution Cost
	950		\$0.00	\$0.00
Monitoring Solution Rate (per active 2-piece device, per day)	Estimated Active Device Quantity	Per Each Active Device Cost	Estimated Annual Monitoring Solution Cost	Estimated Three (3) Year Monitoring Solution Cost
	35		\$0.00	\$0.00
Replacement Device		Replacement Device Fee		
Non-Secure Device Replacement Fee (per device)				
EXPERT WITNESS (If services are required by using agency.)		Hourly Rate		

**APPENDIX A - COST SUBMITTAL WORKSHEET
OFFEROR INFORMATION
RFP 6100047842**

OFFEROR NAME		CONTACT PERSON	
OFFEROR ADDRESS		EMAIL ADDRESS	
		PHONE NUMBER	FAX NUMBER
		VENDOR NUMBER	

IRAN FREE PROCUREMENT CERTIFICATION FORM

(Pennsylvania’s Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

OPTION #2 – EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

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

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

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

OR

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

[Use additional sheets if necessary]

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

Attest or Witness:

Corporate or Legal Entity's Name

Signature/Date

Signature/Date

Printed Name/Title

Printed Name/Title

Trade Secret/Confidential Proprietary Information Notice

Instructions:

The Commonwealth will not assert on behalf of a third party an exception to the public release of materials containing information believed to be exempt from public disclosure, including trade secrets or confidential proprietary information, unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information. In addition, in order to protect the safety and security of individuals, infrastructure, and information technology systems, the Commonwealth requires third parties to designate as confidential any information submitted by the third parties that, if disclosed, would be reasonably likely to jeopardize safety or security.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The Commonwealth will not provide a submitting party any advice with regard to Pennsylvania's *Right-to-Know Law*, [65 P.S. §§ 67.101—67.3104](#), or laws relating to trade secret or confidential proprietary information.

Name of submitting party:

Contact information for submitting party:

Please provide a brief overview of the materials that you are submitting (e.g. bid proposal, quote, grant application, statement of work, technical schematics):

Please provide a brief explanation of why the materials are being submitted to the Commonwealth (e.g. response to bid, RFP or RFQ #12345, application for grant XYZ being offered by the Department of Health, documents required to be submitted under law ABC):

Please indicate if any information has been included that you believe is exempt from public disclosure by checking the appropriate box below: (*Note: Financial information submitted in response to an RFP or IFB to demonstrate economic capability is exempt from public disclosure in accordance with Section 708(b)(26) of the Right-to-Know Law, 65 P.S. 67.708(b)(26).*)

- No information has been included that I believe is exempt from public disclosure.**
- Information has been included that I believe is exempt from public disclosure.**

Please provide a list detailing which portions of the material being submitted you believe are exempt from public disclosure. This includes trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure, or information technology system. Please provide an explanation of why you think those materials constitute a trade secret, confidential or proprietary information, or why disclosure of those materials would be reasonably likely to jeopardize safety or security. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)

Note: Without substantial justification, the following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor’s cost response.
- Information submitted as part of a vendor’s technical response or statement of work that does not implicate safety and security, or pertain to specific business practices or product specification.
- Information submitted as part of a vendor’s technical or small diverse business and small business response that is otherwise publicly available or otherwise easily obtained.
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth.

<u>Page Number</u>	<u>Description</u>	<u>Explanation</u>

Acknowledgment

The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure or information technology system, where that data or information has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret, confidential or proprietary, or would be reasonably likely to result in a safety or security risk if disclosed. The undersigned also agrees to indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned's claim that the information is trade secret, confidential, proprietary or is reasonably likely to result in a safety or security risk if disclosed, if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret, confidential, or is otherwise exempt. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret, is confidential or proprietary, or is otherwise exempt, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.

Signature

Title

Date

PART V - CONTRACT TERMS and CONDITIONS

V.1 CONTRACT-001.1a Contract Terms and Conditions (Nov 30 2006)

The Contract with the selected offeror (who shall become the "Contractor") shall include the following terms and conditions:

V.2 CONTRACT-002.1d Term of Contract – Contract (May 2012)

The initial term of the Contract shall be 3 year(s) and 00 month(s).

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

The Effective Date shall be: a) the Effective Date printed on the Contract after the Contract has been fully executed by the Contractor and the Commonwealth (signed and approved as required by Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

V.3 CONTRACT-002.2a Renewal of Contract Term (Nov 30 2006)

The Contract may be renewed for a maximum of 2 additional 1 year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under the same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

V.3 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)

The Commonwealth reserves the right, upon notice to the Contractor, to extend any single term of the Contract for up to three (3) months upon the same terms and conditions.

V.4 CONTRACT-003.1b Signatures – Contract (July 2015)

The Contract shall not be a legally binding contract until the fully-executed Contract has been sent to the Contractor. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date.

The Contract may be signed in counterparts. The Contractor shall sign the Contract and return it to the Commonwealth. After the Contract is signed by the Contractor and returned to the Commonwealth, it will be processed for Commonwealth signatures and approvals. When the Contract has been signed and approved by the Commonwealth as required by Commonwealth contracting procedures, the Commonwealth shall create a Contract output form which shall: 1) clearly indicate "Fully executed" at the top of the form; 2) include a printed Effective Date and 3) include the printed name of the Purchasing Agent indicating that the document has been electronically signed and approved by the Commonwealth. Until the Contractor receives the Contract output form with this information on the Contract output form, there is no legally binding contract between the parties.

The fully-executed Contract may be sent to the Contractor electronically or through facsimile equipment. The electronic transmission of the Contract shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Contract shall constitute receipt of the fully-executed Contract.

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other

applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgement shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

V.5 CONTRACT-004.1a Definitions (Oct 2013)

As used in this Contract, these words shall have the following meanings:

a. Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".

b. Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.

c. Days: Unless specifically indicated otherwise, days mean calendar days.

d. Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.

e. Documentation: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.

f. Services: All Contractor activity necessary to satisfy the Contract.

V.6 CONTRACT-005.1d Purchase Orders (July 2015)

Commonwealth agencies may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders may be electronically signed by the Agency. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.

b. The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued

electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

V.7 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

V.8 CONTRACT-007.01b Delivery of Services (Nov 30 2006)

The Contractor shall proceed with all due diligence in the performance of the services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

V.9 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

V.10 CONTRACT-008.1a Warranty (Oct 2006)

The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

V.11 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013)

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report, document or other material provided to the Commonwealth under the contract.

The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract.

This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same.

As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action.

If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract.

If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing.

If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

V.12 CONTRACT-009.1d Ownership Rights (Oct 2006)

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

V.13 CONTRACT-010.1a Acceptance (Oct 2006)

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

V.14 CONTRACT-011.1a Compliance With Law (Oct 2006)

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

V.15 CONTRACT-013.1 Environmental Provisions (Oct 2006)

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. Section 693.1.

V.16 CONTRACT-014.1 Post-Consumer Recycled Content (June 2016)

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

V.17 CONTRACT-014.3 Recycled Content Enforcement (Feb 2009)

The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

V.18 CONTRACT-015.1A Compensation/Expenses (May 2008)

The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

V.19 CONTRACT-015.2 Billing Requirements (February 2012)

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall include in all of its invoices the following minimum information:

- Vendor name and "Remit to" address, including SAP Vendor number;
- Bank routing information, if ACH;
- SAP Purchase Order number;
- Delivery Address, including name of Commonwealth agency;
- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- Quantity provided;
- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

V.20 CONTRACT-016.1 Payment (Oct 2006)

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.
- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

V.21 CONTRACT-016.2 ACH Payments (Aug 2007)

- a. The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).
- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- c. It is the responsibility of the contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

V.22 CONTRACT-017.1 Taxes (Dec 5 2006)

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

V.23 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

V.24 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

V.25 CONTRACT-020.1 Audit Provisions (Oct 2006)

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents and records that relate to costs or pricing data for the Contract for a period of three (3) years from the date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

V.26 CONTRACT-021.1 Default (Oct 2013)

a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:

- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
- 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
- 3) Unsatisfactory performance of the work;
- 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
- 5) Improper delivery;
- 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
- 7) Delivery of a defective item;
- 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- 9) Discontinuance of work without approval;
- 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;

- 11) Insolvency or bankruptcy;
- 12) Assignment made for the benefit of creditors;
- 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- 14) Failure to protect, to repair, or to make good any damage or injury to property;
- 15) Breach of any provision of the Contract;
- 16) Failure to comply with representations made in the Contractor's bid/proposal; or
- 17) Failure to comply with applicable industry standards, customs, and practice.

b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.

c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.

d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

V.27 CONTRACT-022.1 Force Majeure (Oct 2006)

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is

delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

V.28 CONTRACT-023.1a Termination Provisions (Oct 2013)

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.

b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.

c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under the Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph a.

V.29 CONTRACT-024.1 Contract Controversies (Oct 2011)

a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.

b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.

c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

V.30 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)

- a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.
- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

V.31 CONTRACT-026.1 Other Contractors (Oct 2006)

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

V.32 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2018)

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
9. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

V.33 CONTRACT-028.1 Contractor Integrity Provisions (Jan 2015)

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

a. "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

c. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.

d. "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

e. "Financial Interest" means either:

(1) Ownership of more than a five percent interest in any business; or

(2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

f. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18*, the *4 Pa. Code §7.153(b)*, shall apply.

g. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Contractor's submission of the contract signed by Contractor.

e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

(1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

(2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;

(3) had any business license or professional license suspended or revoked;

(4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

(5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.

g. When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions or occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall

provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

V.34 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- 1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- 2.** The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- 3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- 4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- 5.** The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 6.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

V.35 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of Subparagraph a. above.

V.36 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

V.37 CONTRACT-033.1 Applicable Law (Oct 2006)

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

V.38 CONTRACT-034.1a Integration – RFP (Dec 12 2006)

This Contract, including the Request for Proposals, Contractor's Proposal, Contractor's Best and Final Offer, if any, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

V.39 CONTRACT-034.2a Order of Precedence - RFP (Dec 12 2006)

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the RFP; the Best and Final Offer, if any; the Contractor's Proposal in Response to the RFP.

V.40 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

V.41 CONTRACT-035.1a Changes (Oct 2006)

The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract;

3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the

Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Contract Controversies Provision.

V.42 CONTRACT-036.1 Background Checks (February 2016)

a. The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf>. The background check must be conducted prior to initial access and on an annual basis thereafter.

b. Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.

c. The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.

d. Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in Enclosure 3 of Commonwealth Management Directive 625.10 (Amended) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings. The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

V.43 CONTRACT-037.1a Confidentiality (Oct 2013)

a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to the DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.

(b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:

- (1) already known to the recipient at the time of disclosure other than through the contractual relationship;
- (2) independently generated by the recipient and not derived by the information supplied by the disclosing party.
- (3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
- (4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
- (5) required to be disclosed by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

(c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:

- (1) Prepare an un-redacted version of the appropriate document, and
- (2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
- (3) Prepare a signed written statement that states:
 - (i) the attached document contains confidential or proprietary information or trade secrets;
 - (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
 - (iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- (4) Submit the two documents along with the signed written statement to the Commonwealth.

V.44 CONTRACT-041.1 Contract Requirements-Small Diverse Business and Small Business Participation (July 2016)

The provisions contained in the RFP concerning Contract Requirements - Small Diverse Business and Small Business Participation are incorporated by reference herein.

V.45 CONTRACT-045.1 Insurance - General (Dec 12 2006)

The Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

- A. **Worker's Compensation Insurance** for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.

- B. **Public Liability and Property Damage Insurance** to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract or the failure to perform under the Contract, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name the Commonwealth as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least thirty (30) days written notice has been given to the Commonwealth.

The Commonwealth shall be under no obligation to obtain such certificates from the Contractor(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies.

V.46 CONTRACT-051.1 Notice (Dec 2006)

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.

- b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

V.47 CONTRACT-052.1 Right to Know Law (Feb 2010)

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.

b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth’s disclosure of Requested Information pursuant to the RTKL.

i. The Contractor’s duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

V.48 CONTRACT-053.1 Enhanced Minimum Wage Provisions (July 2018)

1. **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty percent (20%) of their time performing ancillary services in a given work week.

2. **Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.

3. **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
 - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
 - b. covered by a collective bargaining agreement;
 - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
 - d. required to be paid a higher wage under any state or local policy or ordinance.

4. **Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.

5. **Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.

6. **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.

7. **Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

**ELECTRONIC MONITORING SERVICES
TECHNICAL SUBMITTAL
Lot 1**

I-1. Statement of the Project. State in succinct terms your understanding of the project and services as set forth in this Request for Proposal (RFP).

I-1. Understanding of the Project and Services

Attenti has read the RFP and understands that the Commonwealth of Pennsylvania requires an experienced Electronic Monitoring Services vendor with dedicated personnel assigned to support all facets of the Pennsylvania Board of Probation and Parole's (PBPP) Electronic Monitoring program. Attenti invented GPS monitoring for the criminal justice industry in 1995. Since then, we have supported hundreds of electronic monitoring programs, providing comprehensive and attentive customer service that exceeds expectations.

Since 2012, Attenti has successfully supported PBPP's Electronic Monitoring program. This experience has provided Attenti with an in-depth understanding of the project and services as set forth in the RFP and as experienced on a day-to-day basis. PBPP is a substantial statewide program requiring dedicated services to support diverse needs in both an effective and efficient manner.

As the PBPP program grew, Attenti determined it would be in the best interests of the Commonwealth to have a Pennsylvania-based Account Manager. In order to provide the highest level of customer service, Attenti hired David (DJ) Webb to support the program and provide effective in-state services. Adding this Pennsylvania-based position has further strengthened the relationship between Attenti and PBPP and has provided a dedicated support system.

PBPP requires comprehensive training and transition support. Attenti has extensive experience in training and transition support. We utilize proven project management principles to successfully complete equipment transitions on constricted timelines. Attenti provides on-site classroom training, webinars, videos, manuals, cheat-sheets, a comprehensive Electronic Monitoring Management Software (EM Manager) Help section and access to live support via our 24/7 Monitoring Center.

PBPP requires a monitoring solution with a single system that is equal to, or better than, a Global Positioning System (GPS) - Passive or Active. Attenti's solution includes GPS, Wi-Fi, and Cellular tracking as well as LTE (cellular), Wi-Fi, and landline communication. This delivers PBPP with the most reliable coverage nationwide.

The Commonwealth requires device quantities, types, and a lost equipment allowance that meets the needs of PBPP's Electronic Monitoring program. Attenti will continue to provide active and spare monitoring devices, accessories, tools, repairs, replacements, and a lost equipment allowance that meets the needs and requirements of Pennsylvania.

PBPP requires a secure, confidential monitoring service center to include helpdesk services, without the use of subcontractors or a third-party monitoring center. Attenti provides PBPP with two U.S. based, secure, confidential monitoring service centers, including tiered helpdesk services, without the use of subcontractors or third-party service centers. Our redundant monitoring centers and data centers are protected with back-up power and phone systems. This architecture enables Attenti to operate with 99.999% documented uptime.

PBPP requires Expert Witness Services. Since 1997, we have been providing expert testimony as a service to our customers. Attenti passed the Daubert Test, the Supreme Court's standard for the admissibility of scientific evidence for expert testimony, in 2009. Attenti's Expert Witness Services have assisted the Commonwealth in securing prosecutions by providing accurate and detailed data to support expert testimony.

"Agencies must be able to procure" new monitoring equipment, replacement monitoring devices, and repair and replacement equipment. One of the advantages of leasing Attenti products is that we maintain our products in like new condition and inclusive of the latest updates. Attenti is fully capable of meeting the requirement and will continue to provide new and replacement devices along with repair and replacement services to the Commonwealth of Pennsylvania.

The selected offeror must provide a contract turnover plan. Attenti agrees to provide a detailed description of the turnover plan for approval to PBPP within four (4) months prior to the last day of the project.

PBPP requires reports, accessibility, and monthly invoices with back-up documentation. EM Manager includes a powerful reports module designed to provide our customers with various reports across multiple criteria. The reports function makes it possible for agencies to view reports online, as well as download data and reports to computers, tablets, and printers. Our invoices and equipment reports include back-up documentation to verify accurate monthly charges.

The Commonwealth requires critical business services to be prepared for emergencies. Attenti is dedicated to providing seamless and uninterrupted service to our customers. As such, we have a complete Business Continuity Plan covering minor damage, major damage, and catastrophic situations.

Based on over seven years of continuous service, Attenti has a unique understanding of the Electronic Monitoring Services requirements of the Pennsylvania Board of Probation and Parole. We will continue to offer our proven products and services to help meet the Board's mission to "promote public safety by using evidence-based practices to make equitable parole decisions that allow for respect and protection of crime victims, rehabilitation and positive change, and prevention of future crimes." Our solutions are designed to enhance operational efficiencies, allowing PBPP to focus on your mission.

I-2. Qualifications.

A. Company Overview. Offerors shall provide a short and descriptive company overview, including company name and address, parent company if applicable, and date company established.

I-2. Qualifications

A. Company Overview

Company Name and Address: Attenti US, Inc.
1838 Gunn Hwy.
Odessa, FL 33556

Parent Company: Attenti Electronic Monitoring Ltd.

Date Company Established: 1994

ATTENTI: OUR STORY

For twenty-five years, Attenti has been committed to keeping our customers, partners, and the people who trust in them on safe ground. Our innovative monitoring solutions make a tangible difference to people's lives: to corrections officers in the field; to agencies tasked with reintegrating participants into the community; to public authorities entrusted with making efficient use of taxpayer money. Wherever we operate, our extensive knowledge, veteran team of experts, and innovative electronic monitoring systems are trusted to make society safer and more secure.



POSITIVE SOCIAL IMPACT



Creating a positive social impact is our mission. We do this in multiple ways. By providing "safety-nets" for people at risk, breaking the cycle of recidivism, and helping people overcome substance abuse. Our company is guided by a code of principles based on integrity, transparency, and a relentless quest to serve society. Because of the relationships we have developed, our customers trust us with highly sensitive issues. We are well-known for our professional, honest, and devoted employees. Our

job is to give our customers a clear sense of security and the confidence to efficiently and effectively achieve their goals. We never lose sight of this. Making a positive impact on people, communities, and society is what we do.

A KNOWLEDGE-DRIVEN COMPANY

With 25 years of experience supporting hundreds of programs, we are true experts in the electronic monitoring solutions field. Our continuously growing base of knowledge, expertise and insight is unmatched in the industry. Criminal justice agencies rely on our knowledge to get their new programs up and running or to upgrade and expand existing programs. Corrections, courts, and law enforcement personnel depend on real-time insight and precise data provided by our solutions. Every day, we put our knowledge into action, making societies safer.



B. Prior Experience. Offerors shall describe in narrative form their experience in providing Electronic Monitoring Services and Equipment. This experience should show your capability to perform the services outlined in this RFP. These details, at a minimum, shall include:

1. A minimum of five (5) years of prior experience(s) providing Electronic Monitoring Services to correctional, criminal justice, law enforcement and/or governmental agencies located with the United States.
2. Current and/or past (within three (3) years) federal, state or government contracts for the provision of electronic monitoring services, and the number of active monitoring units utilized for each.
3. Summary of any exemplary or qualitative findings, recommendations, or other validations, demonstrating operational experience. (i.e., specialized accreditation grant awards, etc.).

B. Prior Experience

1. 25 YEARS OF EXPERIENCE

Attenti engineered, manufactured, and offered the first Active GPS offender monitoring device to government agencies 25 years ago. The Florida Department of Corrections was the first state agency to utilize our Portable Tracking Device (PTD). As technology advanced, we provided smaller GPS Tracking devices with greater capabilities. As a result of our overall solution of quality products, exceptional customer service and our *Customer First* culture, Attenti now has the largest state agency footprint, supporting 28 state electronic monitoring programs.

To support our customers, we have provided software, secure and redundant data centers, inbound monitoring center services, technical support, reporting, account management, court testimony, and training to government agencies for over two decades.

Crime Scene Correlation. Attenti has offered a crime data integration system for fourteen (14) years. Developed with input and the close cooperation of the Pinellas County Sheriff's Department, our Crime Scene Correlation software was released in 2005. Agencies under contract with Attenti transmit their daily crime location data to us electronically and our system correlates the crime times and locations with the GPS points in our database.

Outbound Monitoring. We have provided Outbound Monitoring Center services for twelve (12) years. In 2007, our customers identified the need to reduce the number of alarm notifications that were forwarded to on-call officers, thus reducing the number of overtime hours and operating costs. We hired additional staff, increased the number of telephone lines, activated an inbound toll-free number for offenders, added workstations, and began our full-service outbound monitoring program.

Data Integration. Attenti has offered data integration services since 2008. We provide a web-based Data Request Service that customers use to exchange their offender data with our system through a secure Internet connection. This Data Request Service allows customers to export offender data to Attenti's system and makes offender data available for import directly into agency Case Management programs.

On-Site Staff. 2008 was also the year Attenti began providing on-site electronic monitoring staff members for our customers. These installers and technicians have helped agencies cut labor costs by assisting with program orientation, equipment installation, data entry, alarm investigations, and more.



Product Updates. Over the past 12 years, Attenti has continued to update and improve our technologies. Product releases include:

- One-Piece Tracking Device 4
- RF Monitoring System 3000
- 2-Way Bracelet
- TRAC Alcohol Monitoring
- Attenti Tracker 1
- RTC
- a.Check

3. EXEMPLARY/QUALITATIVE FINDINGS, RECOMMENDATIONS, VALIDATIONS

- □ Attenti's GPS products are designed, tested, and conform to the Offender Tracking Systems NIJ Standard 1004.00.
- □ Attenti has 56 registered patents for Electronic Monitoring equipment and software.
- □ In March 2013, Attenti received the State of Florida Governor's Savings Award "For your commitment to fiscal responsibility by implementing bold and innovative cost-saving business practices while increasing the effectiveness of state government operations."
- □ In 2009, Attenti passed the Daubert Standard for expert testimony, solidifying the cases in which our GPS tracking system monitors participants.
- □ Attenti US, Inc. is an ISO registered company, holding certification to ISO 9001:2015 for "the design, development and service provision of Electronic Monitoring technology applied to devices, services, and systems for the electronic monitoring of people."
- □ The Florida Department of Corrections conducts an annual audit of Attenti as part of the contract requirements to verify all facets of monitoring are compliant. The audit has continuously rendered positive results.
- □ In August 2019, Attenti received a Certificate of Appreciation from ACA "as a symbol of sincere appreciation for your sponsorship contribution to the 149th Congress of Correction."
- □ Attenti received a Friend of Louisiana Probation and Parole Officer Association designation for our support and partnership in 2019.
- □ In March 2019, Attenti received a Certificate of Appreciation from the California Corrections Association in recognition of our "support and contributions to the 2019 Keys to Inmate Management Conference."
- □ The American Probation and Parole Association recognizes Attenti "as a Corporate Member in support of excellence in community corrections."
- □ In 2018, Attenti received recognition from Pinellas County for our years as a Sheriff's Circle Sponsorship member funding the Sheriff's Christmas Sharing Project.
- □ Attenti received recognition from the Association of Paroling Authorities International (APAI) in 2018 in recognition of our continuing support.
- □ In 2013, Attenti received a Golden Step Award for our 2-Piece GPS Tracking System. "The Golden Step Award is an iconic 3M award that honors successful innovation and commercialization. It signifies the best-of-the-best and acknowledges the collaborative work of strong cross-functional teams."
- □ In 2010, Attenti was one of 30 small companies awarded *Top Work Places in the Tampa Bay Area* by the St. Petersburg Times.
- □ In 2009, Attenti was honored as the *Technology Company of the Year* in the Tampa Bay region.
- □ In 2008, as Pro Tech Monitoring, our company was honored as *One of the Best Places to Work* by the Pasco Hernando Workforce Board and as the *Pasco Company of the Year* due to our rapid growth, community involvement, and high retention rate.

C. Personnel. Offerors shall describe in narrative form the number of personnel who will be assigned to this contract and engaged in the work being performed. Key personnel shall include, but not be limited to, the following positions: Contract Manager, Project Manager, Accounts Receivable/Payable Manager, and Technical/Customer Service Manager. Include the employee's name, position, educational and work experience in managing a large-scale program. Indicate the responsibilities each individual will have and how long each has been with the company. Include an organizational chart in the proposal submission.

Key personnel descriptions stated below are defined as, but not limited to, the following:

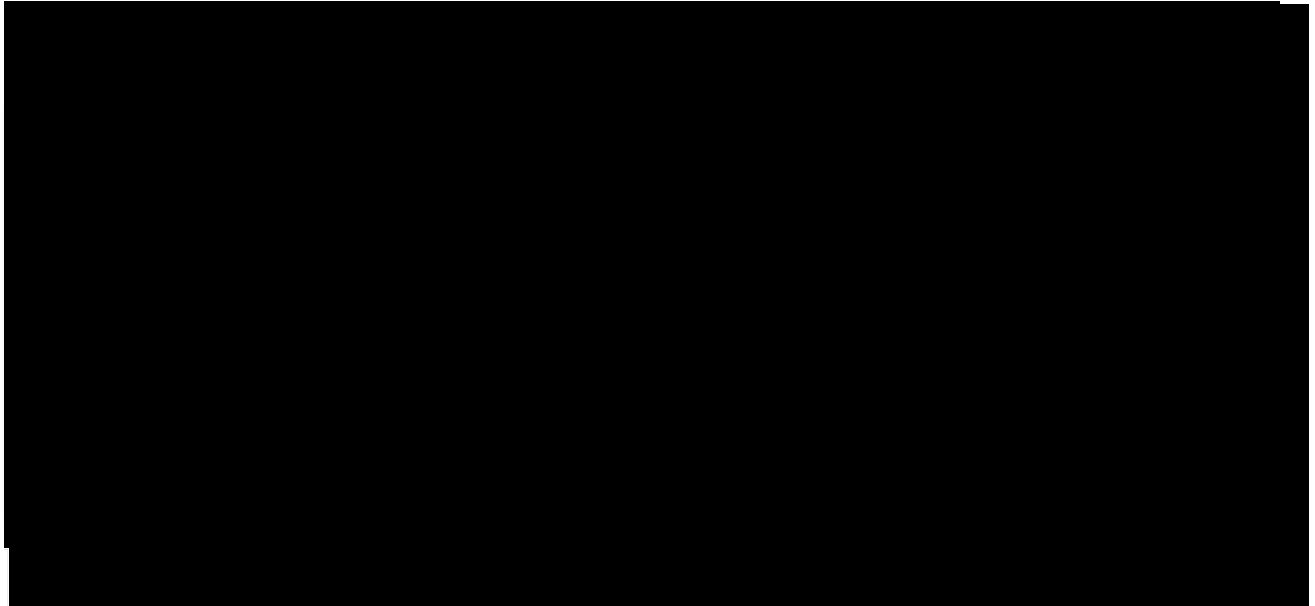
- 1. Contract Manager.** This individual is responsible for overall contract oversight, issues resolution, and serves as the key point of contact for the contract. This individual will also be responsible for providing resources to perform on-site/ongoing training, technical assistance, as requested, and to resolve issues to ensure customer satisfaction for all agencies.
- 2. Project Manager.** This individual is responsible for project oversight, implementation of services and management of the program for PBPP services. This individual will be responsible for ensuring successful project implementation and timelines are met.
- 3. Accounts Receivable/Payable Manager.** This individual will be the dedicated point of contact for the Commonwealth for all billing and invoicing questions.
- 4. Technical/Customer Service Manager.** This individual will be responsible for managing and responding to calls or inquiries relative to service issues, system issues, etc. They will work with the caller to resolve the issue and restore services to ensure customer satisfaction. This individual must be available to provide technical assistance 24 hours a day, 365 days a year. Customer support may include site visits and assistance with the implementation of new equipment.

C. Personnel

All Attenti departments and personnel are committed to the continued success of PBPP's electronic monitoring program. There are ten staff members assigned to the contract and numerous additional staff members who support the Agency on a day-to-day basis.

ORGANIZATIONAL CHART

BEGIN CONFIDENTIAL INFORMATION



END CONFIDENTIAL INFORMATION

One of the key ingredients to Attenti's success with government contracts has been our commitment to supporting our customers. In our experience, customers benefit from the experience and availability of multiple resources. Accordingly, we assign PBPP one dedicated Account Manager, the Eastern Account Management Team comprised of six experienced Account Managers, a Regional Manager, and the Director of US Accounts. Program staff is provided a specific email address that reaches all of these team members to ensure *an Account Manager is always available* to answer questions and provide assistance. As additional tiers of support, our extensively trained Monitoring Center and Technical Support teams provide customer support and technical assistance to PBPP users 24/7/365.

Also assigned to the contract are the Corporate Training Manager, Accounts Receivable Manager, Sales Manager, Vice President of Sales, Director of Research and Development, and Attenti's Vice President and General Manager.

Please see the following pages for detailed information about Attenti's personnel assigned to the Commonwealth of Pennsylvania.

Contract Manager: Christopher Violante, Regional Manager

EDUCATION

- B.S., Business Management, University of South Florida, Tampa, FL

PROFESSIONAL EXPERIENCE

Christopher Violante has more than nine years of experience managing large-scale programs, six years with Attenti. Chris joined Attenti in 2014, bringing ten years of responsible experience in customer support, team leadership, project management, and quality management to his role as Regional Manager. He supervises nine account managers and installers who service electronic monitoring contracts in 18 states. Chris leads with an emphasis on providing quality services through deliberate execution and encouraging development through training and communication. He also performs an integral role working with department leaders to swiftly resolve customer concerns and provides customer perspective for product and services enhancements.



Attenti US, Inc., Odessa, FL
Regional Manager, 2014 to Present

- Directs the implementation and start-up of new monitoring programs.
- Establishes top executive relationship in all accounts. Establishes and maintains effective relationships at departmental and project levels.
- Ensures that communication is established and maintained with every customer.
- Manages special projects, customization, programming, reporting, and feature enhancements provided for regional customers.
- Manages, leads, and coaches a team of nine Account Managers and Installers.
- Responsible for the health and satisfaction of over 80 accounts spanning 18 states.
- Contributes to product and service offerings improvements by serving as the voice of the customer and testing products prior to release.

Orange Business Services, Clearwater, FL
Account Associate, 2011 - 2014

RESPONSIBILITIES

As Regional Manager, Chris is responsible for overall contract oversight and serves as one of the two key points of contact for the contract. He provides resources to perform on-site/ongoing training, technical assistance, as requested, and to resolve issues to ensure customer satisfaction for all agencies. He is responsible for the PA Board of Probation and Parole's overall satisfaction with Attenti products and services.

TIME WITH COMPANY: 6 YEARS

Project Manager: Edward Callejas, Director of US Accounts

EDUCATION

- M.B.A., Nova Southeastern University, Ft. Lauderdale, FL
- B.S., Exercise Science, University of South Florida, Tampa, FL

PROFESSIONAL EXPERIENCE

Edward Callejas has more than thirteen years of experience managing large-scale programs. Managing a team of regional managers, account managers, and on-site monitoring staff throughout the United States, he is a results-driven project manager successful in implementing and exceeding project goals. Edward was presented with the Pyramid of Excellence Award in 2014, which recognizes outstanding individual performance and contributions that align with customer service objectives, corporate goals, and leadership attributes.



Attenti US, Inc., Odessa, FL

Director of US Accounts, 2015 to Present

Regional Manager, 2012 to 2015

Sales Manager, 2008 to 2012

Account Manager, 2006 to 2008

- Responsible for contract retention by providing world class customer support.
- Manages, leads, and coaches a team of 27 employees consisting of Account Managers, Installers, Trainers, and Analysts.
- Oversees Market Requirement Documentation and prioritizes customer project requests to ensure on time delivery.
- Collaborates with cross-functional teams to ensure success of the organization.
- Resolves issues quickly and effectively to ensure customer satisfaction.

RESPONSIBILITIES

As Director of US Accounts, Edward is responsible for project oversight, implementation of services and management of the program for PBPP services. He manages electronic monitoring program implementation and equipment transition, ensuring successful project implementation and timelines are met. Additionally, Edward oversees software customization, programming requests, and feature enhancements for PBPP. He prioritizes customer-requested projects to ensure on-time delivery and collaborates with cross-functional teams to ensure customer satisfaction with the organization.

TIME WITH COMPANY: 13 YEARS

Accounts Receivable Manager: Wendy Bain

EDUCATION

- □ Accounting, St. Petersburg College, St. Petersburg, FL

PROFESSIONAL EXPERIENCE

Wendy Bain has twelve years of experience managing large-scale programs. Wendy is an experienced accounting supervisor with a demonstrated history of working in the information technology and services industry. She supports all State and Government Contracts. A strong accounting professional with 35 years of experience, Wendy is skilled in Microsoft Excel, Customer Service, Team Building, Microsoft Office, Accounts Receivable, and Accounts Payable.



Attenti US, Inc., Odessa, FL
Accounts Receivable Manager, 2007 to Present

- □ Supports government contracts and private sector customers.
- □ Controls all activities in the accounts receivable function.
- □ Monitors payment processing.
- □ Ensures quality at every step of the invoice, records, and payment process.
- □ Creates financial reports.
- □ Confirms all practices comply with federal, state, and local law.

Nestor Sales LLC, Largo, FL
Account Payable Supervisor, 2003 to 2007

Tech Data Corporation, Clearwater, FL
Accounting Reconciliation Specialist, 1999 to 2003

Atlantic Venture Group, St. Petersburg, FL
Office Manager, 1995 to 1999

RESPONSIBILITIES

As Accounts Receivable Manager, Wendy manages all invoice functions and posts payments. She supports government contracts, channel partners, and private providers. Wendy is the dedicated point of contact for the Commonwealth for all billing and invoicing questions.

TIME WITH COMPANY: 12 YEARS

Technical/Customer Service Manager: Brett Nixon, Monitoring Director

EDUCATION

- □ Bachelor of Science, Finance and Investment Management, University of Alabama, Tuscaloosa, AL

PROFESSIONAL EXPERIENCE

Brett Nixon has 25 years of experience managing large-scale programs, 6 with Attenti and 19 with previous employers. A Call Center and Operations professional, Brett is an expert in process redesign, performance, and productivity improvement. His core leadership competencies include customer relations, process development and implementation, metrics analysis and reporting, quality control, cross-functional team management, vendor relations, and reporting.



Attenti US, Inc., Odessa, FL

Monitoring Center Director, 2014 – present

- □ Leads 24/7, multi-channel, dual location customer service and monitoring center.
- □ Accountable for all aspects of the monitoring centers including strategic direction, call center software, hiring, training, performance, quality assurance, and process improvement.
- □ Establishes performance metrics and daily standards/expectations.
- □ Designs and implements Outbound Monitoring Protocols.

Time Warner, Inc., Tampa, FL

Director, Contact Center Administration, 2012 – 2014

AIRGAS, Largo, FL

Customer Service Manager, 2009 – 2012

PricewaterhouseCoopers, Tampa, FL

Senior Manager, Operations, 2005 – 2008

Call Center Manager, 2003 – 2005

RESPONSIBILITIES

As Director of Attenti's Monitoring Centers, Brett manages the Customer Service Agents, Monitoring Agents, Team Leads, Shift Supervisors, Trainers, and Quality Control Specialists. He is responsible for managing and responding to calls or inquiries relative to service issues, system issues, etc. Brett will work with the caller to resolve the issue and restore services to ensure customer satisfaction. Brett and his staff are available to provide technical assistance 24 hours a day, 365 days a year.

TIME WITH COMPANY: 6 YEARS

David (DJ) Webb, Account Manager

EDUCATION

- □ Bachelor of Applied Science, International Business, St. Petersburg College
- □ Florida Department of Law Enforcement Leadership Academy

PROFESSIONAL EXPERIENCE

DJ Webb has six years of experience managing large-scale programs. DJ is a motivated professional with over 12 years of Criminal Justice Management experience. Prior to his role as an Attenti Account Manager, he was a Sergeant managing the Alternative Sentencing Unit for the Pinellas County Sheriff's Office. DJ is responsible for the daily management of customer accounts, including contract implementation, training, support, service visits, court documentation and testimony, and the delivery of superior customer service. He understands the customer and provides relevant solutions to enhance electronic monitoring programs.



Attenti US, Inc., Odessa, FL
Account Manager, 2019 – Present

- □ Responsible for customer training, agency-specified reports, and related documentation.
- □ Maintains customer inventory and manages assigned hardware.
- □ Develops strong business relationships.
- □ Provides support and guidance to Attenti customers.
- □ Assists customers with setting up policies and procedures for electronic monitoring programs.
- □ Prepares court related documentation to respond to subpoenas including point recordings, discussions with attorneys and judges, testifying, and preparing responses to subpoenas.

Pinellas County Sheriff's Office
Sergeant – Alternative Sentencing Unit, 2016 – 2019
Sergeant/Corporal/Deputy, 2014 - 2019

RESPONSIBILITIES

As the dedicated Account Manager, DJ supports the transition schedule, delivery, materials, equipment orders, and enrollments. He delivers staff training and assists with equipment swaps. DJ provides full account management services on an ongoing basis and serves as one of the two key points of contact for the contract.

TIME WITH COMPANY: 1 YEAR

Erin Hitchcock, Corporate Training Manager

EDUCATION

- B.S. Marketing, Palm Beach Atlantic University, West Palm Beach, FL

PROFESSIONAL EXPERIENCE

Erin Hitchcock has 17 years of Attenti experience managing large-scale programs. Due to her intensive product and industry knowledge, combined with customer support, training, project management, quality, and leadership experience, Erin Hitchcock is a true asset for our customers. Erin began her Attenti career as an Account Manager in 2003 and has held several key leadership positions since that time: Training Manager, Lean Six Sigma Black Belt, Quality Supervisor, and Regional Manager. Erin and her team design, update, evaluate, and measure all training materials for employees and customers. With her passions for customer satisfaction and continuous improvement, Erin is an accomplished, results-driven leader.



Attenti US, Inc., Odessa, FL

Corporate Training Manager, 2019 to Present

Southeast Regional Manager, 2017 to 2019

Quality Supervisor, 2015 to 2017

Lean Six Sigma Black Belt, 2012 to 2015

Corporate Training Manager, 2007 to 2012

Senior Account Manager, 2003 to 2007

- Manages the Training Department and staff.
- Responsible for designing, updating, evaluating, and measuring all company, classroom, and webinar trainings for employees and customers.
- Evaluates and measures Account Management trainers.
- Conducts company online and classroom trainings.
- Product Manager for the release of new and/or updated hardware and software. This involves planning and coordinating with all departments to ensure quality, reliability, marketing, and training are complete prior to the release.

RESPONSIBILITIES

Erin is available to work with the Contract Manager or designees to design specialized training, including Train-the-Trainer, for the PA Board of Probation and Parole and the PBPP officers. She is also available to deliver staff training and assist with equipment swaps.

TIME WITH COMPANY: 17 YEARS

John McClain, Sales Manager

EDUCATION

- B.A., Business Management, California State University, Dominguez Hills, CA

PROFESSIONAL EXPERIENCE

John McClain has twelve years of Attenti experience and has implemented over one hundred electronic monitoring programs throughout the United States. His role includes working with state, county, and local governments to develop effective electronic monitoring solutions utilizing best practices of successful programs. John recognizes and understands the needs for electronic monitoring and provides professional support to his customers. With twenty-three years of combined sales and marketing experience, John McClain will provide high-level contract and program support for the Commonwealth of Pennsylvania.



Attenti US, Inc., Odessa, FL
Sales Manager, 2008 to Present

- Responsible for managing the PBPP electronic monitoring contract since 2013.
- Provides consultative solutions to assist agencies in developing successful programs to reduce recidivism and provide increased public safety.
- Establishes top executive relationship in all accounts and maintains effective relationships at departmental and project levels.
- Responsible for growth of existing business and to lead support team to achieve business goals and train end-users.
- Responds to customer requests for proposal and drafts/negotiates sales contracts.
- Works with channel partners to develop business plans and grow business.
- Provides additional customer support, training, and consultation to current customers to ensure the most efficient programs possible.
- Sales Manager and Top Performer of the Year Award in 2018.

ReMax of Naperville, Naperville IL
Real Estate Agent/Real Estate Broker, 2005 to 2010

Stuft Pizza, El Segundo, CA
Restaurant Owner, 1992 - 2005

RESPONSIBILITIES

As the Sales Manager, John is responsible for contract negotiations, offering new products and services as they become available, and working with PBPP and the customer service team to develop effective electronic monitoring solutions and share best practices of successful electronic monitoring programs.

TIME WITH COMPANY: 12 YEARS

Paul Drews, Vice President of Sales

EDUCATION

- □ B.S., Criminal Justice, California State University, Sacramento, CA

PROFESSIONAL EXPERIENCE

Paul Drews has 17 years of experience managing large-scale programs and has been instrumental in establishing many of the nation's largest electronic monitoring programs. With over 30 years of substantive experience in the corrections industry, 15 of those in Correction/Probation/Pretrial positions, Paul provides Attenti with valuable insight into program design, implementation, and development from the criminal justice perspective. He provides valuable leadership in guiding our sales initiatives, largely attributable to his ability to recognize and understand the issues and challenges of offender tracking and electronic monitoring from the viewpoint of our customers.



Attenti US, Inc., Odessa, FL

Vice President of Sales, 2004 to 2015 and 2018 to Present

- □ Manages electronic monitoring sales organization, driving efforts to exceed targets.
- □ Develops yearly strategic sales plan highlighting growth and new business opportunities.
- □ Hires, trains, and mentors sales representatives.
- □ Built sales organization from the ground up, including implementing sales tracking/reporting systems, establishing quarterly/yearly sales targets consistent with company targets, and developing yearly sales compensation plans.

SCRAM Systems, Littleton, CO

Director of Sales, 2015 to 2018

Maricopa County Superior Court

Pretrial Services Officer, 1999 to 2003

Santa Clara County Probation Department

Deputy Probation Officer, 1989 to 1999

RESPONSIBILITIES

As Vice President of US Sales, Paul provides oversight of contract negotiations and will ensure that Attenti products and services meet the Contract terms.

TIME WITH COMPANY: 13 YEARS

Randy Buffington, Director of Research and Development

EDUCATION

- □ B.S., Computer Programming with minor in Accounting, Tampa College, Tampa, FL
- □ Microsoft Certified Solutions Developer – Official Certification
- □ Microsoft Certified Professional – Official Certification



PROFESSIONAL EXPERIENCE

Randy Buffington has 12 years of experience managing large-scale programs with Attenti. He is a process oriented professional with diverse success spanning 29 years in operational and technical development as both an individual contributor and a leader. Randy is proficient in technical project management, software development life cycle, application design, testing, configuration implementation, and documentation. He provides prioritization and decision-making leadership of the technical teams. Randy also serves on the Leadership Committee directing the future of Attenti.

Attenti US, Inc., Odessa, FL

Director of Research & Development, 2010 to present

Senior Systems Architect, 2008 to 2010

- □ Directs the flow of projects for the Research and Development Team to ensure that hot-fixes and prioritized items are addressed in a timely manner.
- □ Administers four Project Hoppers through planning, development, testing, implementation, release to production, and verification of items.
- □ Leads planning and prioritization meetings, provides status reports on team progress to upper level management.
- □ Coordinates resources with other teams to ensure completion of projects that need support from other groups.

Florida Racquetball Association, Largo, FL

Web Designer/Programmer Analyst, 2007 to 2008

Market Street Mortgage, Clearwater, FL

Programmer Analyst, 2004 to 2007

Multiple Private Contracts

Programmer Analyst/Web Designer, 2001 to 2003

RESPONSIBILITIES

Randy is responsible for all software or hardware changes that must be made to ensure contract compliance, as well as future engineering change requests.

TIME WITH COMPANY: 11 YEARS

Arnold Roese, General Manager and Vice President

EDUCATION

- □ B.S., Management and Economics, St. John Fisher College, Rochester, NY
- □ Executive Education, Marketing Strategy, University of Pennsylvania – The Wharton School, Philadelphia, PA

PROFESSIONAL EXPERIENCE

Arnold Roese has over 33 years of experience managing large-scale programs. Throughout his career he has held positions of increasing responsibility that included Managing Director, Sales, Marketing, and Business Unit leadership roles. Arnold is responsible for the development and execution of strategic and operational plans, project delivery and management, and assurance of proper customer service and support. His strengths include general management, employee development, coaching and mentoring, marketing and sales management, business turnaround, and strategy development.



Attenti US, Inc., Odessa, FL

Vice President and General Manager, 2017 to Present

- □ Develops and executes Attenti's strategic and operational plans.
- □ Responsible to foster a culture of strong business and ethical conduct.
- □ Advances project delivery and project management.
- □ Assures proper customer service and support.

3M Company, St. Paul, MN

Business Manager, Public Security, 2016 to 2017

3M China, Shanghai, China

Business Development, 2014 to 2016

3M Company, St. Paul, MN

Business Unit Director, Motor Vehicles Systems and Services, 2013 to 2014

Sales and Marketing Director, Security Systems Division, 2009 – 2013

Global Marketing Director, Commercial Care Division, 2005 – 2007

3M Netherlands, Leiden, Netherlands

Managing Director, 2000 to 2005

3M Company, St. Paul, MN

Sales and Marketing, 3M Media, 1984 to 1997

RESPONSIBILITIES

Arnie oversees project delivery, management, contractual obligations, and assurance of proper customer service and support.

TIME WITH COMPANY: 35 YEARS (ATTENTI and 3M)

D. Subcontractors: Provide a subcontracting plan for all subcontractors, including small diverse business and small business subcontractors, who will be assigned to the Contract. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Contract without the express written approval from the Commonwealth. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each position included in your subcontracting plan Offerors must provide:

1. Name of subcontractor;
2. Primary contact name and email;
3. Address of subcontractor;
4. Description of services to be performed;
5. Number of employees by job category assigned to this project; and
6. Resumes (if appropriate and available).

D. No Subcontractors

Attenti will not subcontract or outsource any part of the contract.

I-3. Training. Offerors shall describe its comprehensive training program, which at a minimum, shall include use of the equipment, system, software, troubleshooting, and report analysis. This training program must be executed by experienced staff and be accomplished within thirty (30) days of system rollout or within a mutually agreeable time period. The training program must also identify how follow up sessions and continuing education will be provided as new staff require training and upon the implementation of hardware and software enhancements or modifications due to new releases or upgrades. Describe what Train-the-trainer options, training materials/user manuals will be provided as part of this program.

I-3. Training

Training is as important as hardware and software integrity for effective electronic monitoring programs. Attenti's staff includes full-time corporate trainers who are proficient at developing training curricula for specific technologies and competencies, including Train-the-Trainer options. Our training is effective, streamlined, interactive, and successful.



Your Account Manager, DJ Webb, is an expert on the features of our products, as well as on the software and monitoring protocols. He will lead the training on all aspects of our equipment, system, software, troubleshooting, and report analysis. He will also provide help for any special requests and coordinate additional webinar training for new product releases and software upgrades.

Approach

We provide initial Basic Training to all agency designated personnel in on-site training classes with follow-up Refresher Training sessions annually. Training includes the use of the One-Piece and Two-Piece tracking Systems, as well as all associated equipment, software, and services. *We will work with agency staff to schedule all training sessions at times workable for the agency. With any new system rollout, Attenti will accomplish the required training program within thirty (30) days or within a mutually agreeable time period. The bottom line is that the length and schedule of training is designed to meet your needs.*

Basic Training includes:

- □ The enrollment of participants into the software systems
- □ The installation, activation, use, and deactivation of the equipment
- □ The generation and interpretation of data and monitoring reports
- □ Accessing and using our Monitoring Center, Technical Support teams, and Help menus

On-Site Delivery

To increase the effectiveness of the training initiatives, it is best for classes to be delivered as close to the date of initial activation as possible. Classes are hands-on and include a training manual that outlines the use of all hardware and software components. Our trainers are equipped with laptops and projectors to demonstrate the use and capabilities of our hardware and software with all related functionalities. We request access to a training room that is equipped with an Internet connection and computers to allow for hands-on interaction during instruction. For optimal learning, it is most effective to limit class size to 30 trainees.

At the end of each class, our trainers administer short tests to measure officer retention of the material and we let the agency decide who in their organization (if anyone) should receive the results. Additionally, we distribute Training Evaluations at the close of every training class and ask the attendees to fill them out anonymously to assist us in our quest for continuous improvement.

Follow-Up Sessions and Continuing Education

Your account manager, DJ Webb, provides training to new staff at the Academy two to three times a year. He also works closely with the PBPP to assist in evaluating ongoing training needs and responds quickly to provide on-site Basic or Refresher training assistance as needed.

Refresher Training Includes:

- Software and reports review
- Advanced troubleshooting
- Question & answer sessions

In addition to delivering traditional on-site classroom training, DJ employs teleconference and webinar technologies for ongoing training. Webinars can be scheduled on very short notice to introduce new functionalities of our system and to conduct review training, deliver updated training, or provide remedial assistance. In this forum, he can share updates, stream video, review previous trainings, and field questions, all without drawing personnel away from the office. Webinar training can be delivered to one person or to many simultaneously and can either be conducted on an ad hoc basis as requested or scheduled for a future date.

With implementation of hardware and software enhancements or modifications due to new releases or upgrades, DJ will provide updated training on the new functionality to all system users on-site or by webinar, according to your preference. Attenti's Corporate Training Manager, Erin Hitchcock, will work with PBPP to present and customize Train-the-Trainer options, as well.

Materials

We supply all materials and equipment needed for training and provide it to agency personnel during the training sessions. We grant our customers unlimited copying rights for internal use of our training documents and additional training manuals will be provided upon request. Training manuals are also available in electronic format through EM Manager. Our manuals include easy-to-understand instructions on software use, equipment installation and function, and a troubleshooting section to assist in resolving issues. Additionally, our software contains a comprehensive online *Help* section that covers hardware, software, and reporting.

Attenti has provided Attachment A with our standard 1-Piece (AT1) with Beacon Training Presentation for your review.

I-4. Tasks. Offerors shall **acknowledge** or **describe** its ability to meet each requirement listed below in the “Offeror Response” block and, if applicable, describe any relevant experience and qualifications, which supports the response.

A. Implementation. Offerors must include with its technical submittal a detailed implementation plan (Program Evaluation and Review Technique (“PERT”) or similar type display, time related, showing each event) for accomplishing all of the work proposed in this RFP, including the number of person hours allocated to each task. If more than one approach is apparent, comment on why you chose this approach. Also identify, in the plan, any perceived transitioning issues. The implementation plan shall include:

1. A suggested solution or alternative plan to overcome any perceived transition issues;
2. A schedule of all implementation and transition activities.

In order to ensure a smooth transition and continuation of services, the selected Offeror must collaborate with designated Commonwealth personnel throughout the transition period.

I-4. Tasks

A. Implementation

One of the benefits of contracting with Attenti is our twenty-five years of experience implementing and supporting electronic monitoring programs. Through the years, we have gained extensive experience transitioning large contracts on tight timelines.

It’s also a benefit for PBPP that Attenti is the incumbent vendor. Most program staff are proficient with our equipment and software. Participants and supervision staff are enrolled in the system, rules and notifications are in place, and Attenti’s Monitoring Agents understand PBPP’s protocols. PBPP has a dedicated support system with DJ Webb, the in-state Account Manager, Regional Manager Chris Violante, Project Manager Edward Callejas, and the Northeast Account Management Team available to service the program.

The Commonwealth requires new equipment for the new contract. Attenti’s Project Plan is based on experience and best practices for a comprehensive and efficient equipment exchange. In our experience, best practice for success is to deliver training in conjunction with installing and activating equipment. Installations are scheduled to take place for supervising officer caseloads during the initial training, while our trainers are present during the installation process to provide assistance and support.

Attenti’s preliminary plan includes training in all ten locations. We understand, however, that training may not be necessary for all staff. Our objective is to fully meet the needs of PBPP, so we will adjust the plan based on your program requirements. Our goal is to deliver a smooth and seamless transition.

PENNSYLVANIA BOARD OF PROBATION AND PAROLE PROJECT PLAN - OUTLINE

Executive Summary

Our experienced Project Manager will oversee the transition and will serve as the collaborative resource for PBPP. Attenti recommends a full day of training followed immediately by equipment installation in order to maximize the effectiveness of the training. We also recommend "follow-up" training sessions at the discretion of PBPP to solidify the knowledge gained during the transition phase. Initial training will be 8 hours and will cover hardware, software, and troubleshooting. Installation will be collaborative and will include on-site Attenti personnel for immediate assistance. We anticipate a 4-week transition which includes one week of planning followed by two weeks of direct training and installations at each location. In the final week, we will offer make-up training and installation sessions as needed. We will also review the project with the stakeholders and set up follow up review meetings to ensure business continuity.

Week 1 – Initial Assessment and Project Planning

1-2 Attenti Resources, 40 hours

1. ☐ Meet with Project Manager and Project Team
 - a. ☐ Identify ongoing customer points of contact
2. ☐ Review and Approve Project Plan
 - a. ☐ Define scope of work
 - i. ☐ Confirm training locations and assign Attenti staff
 - ii. ☐ Allocate Equipment
 1. ☐ Confirm location needs
 2. ☐ Ensure devices and accessories are delivered to appropriate location
 3. ☐ Verify equipment inventories
 - iii. ☐ Data Entry
 1. ☐ Officer and Offender Profiles
 2. ☐ Zone templates
 3. ☐ Curfew and work schedules
 - b. ☐ Training/Installation
 - i. ☐ Two-week duration
 1. ☐ Make-up training for alternate shifts available in week 4

- ii. □ 3-4 Attenti staff will be provided for onsite assistance
- c. □ Evaluate customer settings and standard reporting
- d. □ Confirm protocols for enhanced monitoring

Weeks 2 & 3 - Training and Installations

2-3 Attenti Resources, 160-240 hours

1. □ Training

- a. □ Recommended 25-40 staff class size
 - i. □ Multiple shift options available and will be coordinated via the Project Manager
- b. □ Eight (8) hour in-person training for each location
 - i. □ Introduction and Training
 - ii. □ EM Manager Software
 - iii. □ Installation Practices
 - iv. □ Troubleshooting
 - v. □ Inventory Management
 - vi. □ Reports
 - vii. □ Enhanced Monitoring
- c. □ Follow up webinar training available upon request

2. □ Offender Installations

- a. □ Coordinate dates and locations for offender device swap out
- b. □ Verify on-hand inventory at each location
- c. □ Provide on-site assistance for locations where needed
- d. □ 24/7 call support provided by Attenti Monitoring Center
- e. □ Review profiles to ensure equipment is functioning properly
- f. □ Assign device to offenders and verify successful activation

Week 4 - Make-up Training and Project Review

1-2 Attenti Resources, 40-80 hours

1. Provide additional on-site installation assistance and training where needed
2. Project Completion Review
 - a. Review reporting to ensure successful transition
 - b. Ensure enhanced monitoring protocols are effective
 - c. Review site equipment inventory and re-allocate where necessary
 - d. Meet with key stakeholders for project completion approval
 - e. Schedule ongoing regularly scheduled follow-up meetings with key stakeholders
 - f. Continue providing on-call assistance via monitoring center and Customer Support Team

Training and Installation Schedule															
	Week 2					Week 3					Week 4				
	Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri
Pittsburgh	Travel	Train	Swap									Make-up			
Altoona				Train	Swap								Make-up		
Mercer						Travel	Train	Swap						Make-up	
Erie									Train	Swap					Make-up
Williamsport	Travel	Train	Swap									Make-up			
Harrisburg				Train	Swap								Make-up		
Scranton						Travel	Train	Swap						Make-up	
Allentown									Train	Swap					Make-up
Philadelphia	Travel	Train	Swap									Make-up			
Chester				Train	Swap								Make-up		

* Make up training provided as needed

- Attenti Team #1
- Attenti Team #2
- Attenti Team #3

B. Electronic Monitoring Solution. Offerors shall describe a proposed monitoring solution that will provide the PA Board of Probation and Parole (PBPP) with a single system that is an equivalent of, or better in capability to, a Global Positioning System (GPS) - Passive or Active.

1. Solution Requirements. This solution shall be inclusive of Offeror provided equipment. The proposed solution must include, at a minimum, the following:
 - a. Conduct current, real time tracking of active devices;
 - b. Be remotely alarmed, i.e. by vibration, and/or LED lights, and/or audibly.
 - c. Waterproof devices/cuffs;
 - d. Have the ability to provide Non-Secure straps/cuffs;
 - e. Non-Secure is defined as soft, able to be cut off, i.e. rubber;
 - f. Have the capability to transmit an alert to an active device, when needed;
 - g. Be able to set up and change inclusion/exclusion zones; and
 - h. Provide current, real time signal strength and battery life tracking of all devices.

B. Electronic Monitoring Solution

Attenti's proposed monitoring solution for PBPP is a single system inclusive of the equipment and software we provide. One of the benefits of using our system is that the One-Piece and Two-Piece Tracking Devices, as well as our RF, Alcohol, and Biometric monitoring products, are all managed through one simple system interface.

On the following pages, *1.A. Solution Requirements: Attenti Tracker 1 (AT1)* and *1. B. Solution Requirements: Two-Piece (XT)* describe current, real time tracking of active devices, remote alarm capabilities, waterproof devices, and Non-Secure straps.

1.C. Solution Requirements: EM Manager describes the capability to transmit an alert to an active device, the ability to set up and change inclusion/exclusion zones, and the provision of current real time signal strength and battery life tracking of all devices.

Additional benefits of the Attenti solution that exceed the minimum requirements are included in sections 1.A., 1.B., 1.C., and in *2. Location Technologies.*

1.A. SOLUTION REQUIREMENTS: ONE-PIECE (ATTENTI TRACKER 1)

Designed for maximum flexibility and ease-of-use, the Attenti Tracker 1 (AT1) lets you focus more on your monitoring program and less on your equipment. The benefits of the AT1 include multiple tracking technologies, LTE and Wi-Fi communication, pursuit mode, and the widest array of interference detection in the industry. System updates and new features are released and installed wirelessly with no need for hardware upgrades.



The AT1 meets and exceeds the Solution Requirements of the RFP. The innovative technologies packed into it combine to provide precise, reliable tracking that interfaces with our popular EM Manager software.

Key Features

- *LTE and Wi-Fi Communication* – delivers the most reliable coverage nationwide
- *GPS, Wi-Fi, and Tower Based Tracking* – ensures continuous tracking, even indoors
- *Interference Detection* – provides cutting edge technology with the widest array of interference detection in the industry: cellular jamming, GPS jamming, device shielding, and a 9-axis motion detector
- *Pursuit Mode* – turns on real-time tracking
- *Onboard Processing* – furnishes immediate alert notifications
- *Two-Way Communication* – offers LED lights, vibration, and acknowledgment button
- *Data Backup* – stores more than 30 days' worth of data in nonvolatile memory
- *Waterproof* – resists water to a depth of 68 feet
- *Slim Profile* – weighs less than 6.5 ounces

a. Current, Real-Time Tracking of Active Devices

Download Points, On Demand

*Attenti actively monitors in near-real time, providing users with the capability to download GPS points and monitoring data on demand, without waiting for the device's next scheduled call. In response to the *Download Points* command, executed with the click of a button in our software, the system contacts the device, forcing an automatic download of GPS points with tracking and monitoring information.*



Pursuit Mode

Pursuit Mode enables the Attenti system to go into real-time tracking. When in Pursuit Mode, the device will collect a GPS point every 15 seconds and will call in once every 30 seconds for a user-specified duration (5 minutes, 15 minutes, 30 minutes, or 60 minutes).



The map updates every 15 seconds with the last five GPS points, allowing officers to closely track participant locations during an active investigation. The Pursuit Mode Status and Last Refresh date and time are displayed below the map.

Onboard Processing

The AT1 is an autonomous GPS device that stores all rules in memory. *The device samples GPS every 2 seconds and the computer processor compares that data **instantaneously** with the onboard rules.* The AT1 quickly detects geographic noncompliance and automatically increases its point collection rate to 15 seconds, at the same time notifying the participant of the alert and calling our server to download both the alert information and the tracking data. By doing so, the device generates alerts for noncompliance faster than other devices.

Example

Device A does NOT have onboard processing. It is designed to call in once every 15 minutes. A participant enters an exclusion zone:

- □ *Device A* could take up to 14 minutes, 59 seconds, until its next scheduled call, to detect, record, and report the alert; the device does not go into alert or notify the participant until it calls in and the server processes its GPS position against the participant's rules and initiates the alert status. This delay could result in the

notification being generated 15 minutes or more after the event, to both the participant and the agency.

The AT1 (*Device B*) WITH onboard processing is designed to call in once every hour, and automatically upon violation. A participant enters an exclusion zone:

- □ *Device B* automatically detects and records the alert, notifying the participant (if selected), increasing GPS point collection to every 15 seconds, and immediately initiating a call to report the alert to the agency.

The Benefit

Onboard processing is a valuable tool for encouraging the participant to modify their behavior. Without onboard processing capability, a device does not know it is in violation and does not notify the participant until it is able to contact the server and receive the information that it is noncompliant with the rules.

With onboard processing, the participant is aware that they are not in compliance earlier and can act to correct the situation. Additionally, the agency is notified of an alert much earlier when the GPS device has onboard processing.

b. Remotely Alarmed

The device is configurable for automated notification of pending alert status to the participant.

- □ **Power:** The device is always monitoring and reporting its battery status. When the LED flashes red, the vibration motor also sends notification to the participant with three short bursts. When the device is fully charged, the AT1 vibrates and the light turns off.
- □ **GPS:** The device continually monitors whether it has GPS. When the LED flashes red, the vibration motor also sends notification to the participant with three short bursts. When the alert clears the AT1 vibrates again and the light turns off.
- □ **Zone:** Finally, the device samples GPS every 2 seconds, comparing its location with the zones stored onboard. In alert, the LED flashes red and the vibration motor sends notification to the participant with three short bursts. When the alert clears (behavior corrected), the AT1 vibrates and the light turns off.

c. Waterproof

The AT1 is waterproof to a depth of 68 feet, per the IP68 Standard. The waterproof tests are conducted in a water chamber and we also test for environmental humidity tolerance. The humidity chamber tests resistance to dust and moisture for a period of 120 hours.

d. Non-Secure Straps with an Enhanced Design

Attenti has patented a light-focusing technology in our non-secure straps that maximizes our ability to accurately detect strap tamperers:

- □ The strap contains an accurate fiber optic circuit through which a coded infrared signal is transmitted multiple times per second.
- □ An internal copper wire embedded in the strap aids in stretch resistance and reduces false tamperers.
- □ The strap, pin trays, and tamper plugs reveal tamper attempts.



e. Soft Strap is Easily Cut Off

Attenti's non-secure strap is soft and the device is removed by simply cutting the strap. Attenti's strap meets the National Institute of Justice standards. The strap is key to our easy to install process. The robust design ensures the strap doesn't separate at the seams and the patented light focusing technology aids in public safety.

Interference Detection

The AT1 offers cutting edge technology with the widest array of interference detection in the industry: cellular jamming, GPS jamming, device shielding, and a 9-axis motion detector. Participants may try to block the device, but the AT1 is designed to monitor and alert on any interference attempt.

Onboard Storage and Nonvolatile Memory

The AT1 stores more than 30 days' worth of data in nonvolatile flash memory in the event of an interruption of communication. Nonvolatile memory is computer memory that is stable and not prone to change; it persists even when not powered.

The data storage is permanent; when communication is restored, the device automatically calls in to download its data.

Optional Beacon

Configured to work with the AT1, the Beacon is plugged into a standard AC power outlet at the residence and transmits a unique RF signal. The AT1 can distinguish the signal that it is paired with from any other.

The AT1 "listens" for the Beacon's signal to be in range and reports the participant's presence at home. These two state-of-the-art devices use RF technology in conjunction with cellular and Wi-Fi technology to allow for secure monitoring of participants.



1.B. SOLUTION REQUIREMENTS: TWO-PIECE (XT)

Attenti is pleased to offer our Two-Piece Offender Tracking System. Known as the XT, this GPS tracking device combines GPS, RF, and cellular voice and data technologies into one modular solution. The XT is about the size of a smartphone and easily carried in a hip pouch.



The XT system is comprised of two primary components: the small Two-Piece GPS Offender Tracking Device and the Bracelet attached around the participant's ankle. We also offer the optional Home Curfew Base Unit, known as the Base Unit 2000, for a tighter tether within the residence.

Key Features

- *Immediate Response* – allows participants to respond directly from the device, eliminating the need for a cell phone
- *Increased Efficiency* – increases overall monitoring efficiency through quicker response times and direct communication to participants
- *Pursuit Mode* – turns on real-time tracking
- *Custom Program Configurations* – allows specific program rules to be set for each participant, including schedules and zone restrictions
- *Onboard Processing* – furnishes immediate alert notifications
- *Data Backup* – stores more than 30 days' worth of data in nonvolatile memory

a. Current, Real-Time Tracking of Active Devices

Pursuit Mode

Pursuit Mode enables the Attenti system to go into real-time tracking. When in Pursuit Mode, the device will collect a GPS point every 15 seconds and will call in once every 30 seconds for a user-specified duration (5 minutes, 15 minutes, 30 minutes, or 60 minutes).

Download Points, On Demand

Attenti actively monitors in near-real time, providing users with the capability to download GPS points and monitoring data on demand, without waiting for the device's next scheduled call. In response to the *Download Points* command, executed with the click of a button in our software, the system contacts the device, forcing an automatic download of GPS points with tracking and monitoring information.

Onboard Processing

The XT is an autonomous GPS device that stores all rules in memory. The device samples GPS every 2 seconds and the computer processor compares that data **instantaneously** with the onboard rules. Onboard processing is a valuable tool for encouraging the participant to modify their behavior. Without onboard processing capability, a device does

not know it is in violation and does not notify the participant until it is able to contact the server and receive the information that it is noncompliant with the rules.

With onboard processing, the participant is aware that they are not in compliance earlier and can act to correct the situation. Additionally, the agency is notified of an alert much earlier when the GPS device has onboard processing.

b. Remotely Alarmed

The XT goes even further than our other devices in providing multiple technologies for communicating with participants in real time: text messaging, LED lights, vibrations, audible alerts, and optional two-way voice communication. When an alert is detected the XT notifies the participant with these multiple signals until the participant acknowledges the alert or receipt of the message by pressing the appropriate key. A record of both the alert and the acknowledgement is stored in our database, as well as in the XT itself.

Text Messaging

Alert Notification

Text messaging to the participant via the XT is a powerful communication tool providing automatic notification of an alert. Since the XT stores its rules onboard, the device processes the alerts independently of server communication. For example, if a participant is in an area that is off limits (exclusion zone), the participant automatically receives a text message with instructions to correct the behavior.

Standard and Custom Messages

Officers can create both standard and custom messages in EM Manager by choosing from a pre-defined message list or by creating a custom message. By utilizing the *Send Device Message* function, the communication can be sent to the device immediately or scheduled for a later delivery date and time.

Another convenient feature of the system is that when an alert notification is sent to an officer's cell phone, the officer needs only to *Reply* and the cell phone can be used to compose a text message to the participant's XT. The text is routed through our server so that a record of the communication is both recorded and forwarded to the XT.

Optional Two-Way Voice

Real time voice communication with participants is a valuable tool that can save time over the life of a contract by reducing officer workload. The built-in cell phone enables the device to establish a two-way voice dialogue between the agency and the participant for an immediate alert investigation, to obtain verbal location confirmation, to schedule a meeting or appointment, or to provide instruction.

Utilizing our web-based EM Manager software, officers can also create an outbound call list for the participant. The device can call up to five agency-approved phone numbers such as the officer or a treatment center. Authorized call lists are at the discretion of the supervising agency.

c. Waterproof

The 2-Way Bracelet is waterproof to a depth of 66 feet, per the IP68 Standard. The waterproof tests are conducted in a water chamber and we also test for environmental humidity tolerance. The humidity chamber tests resistance to dust and moisture for a period of 120 hours.

d. Non-Secure Straps with an Enhanced Design

Attenti has patented a light-focusing technology in our non-secure straps that maximizes our ability to accurately detect strap tampers:

- □ The strap contains an accurate fiber optic circuit through which a coded infrared signal is transmitted multiple times per second.
- □ An internal copper wire embedded in the strap aids in stretch resistance and reduces false tampers.
- □ The strap, pin trays, and tamper plugs reveal tamper attempts.

e. Soft Strap is Easily Cut Off

Attenti's non-secure strap is soft and the device is removed by simply cutting the strap. Attenti's strap meets the National Institute of Justice standards. The strap is key to our easy to install process. The robust design ensures the strap doesn't separate at the seams and the patented light focusing technology aids in public safety.

2-Way Bracelet

The 2-Way Bracelet is our latest and most sophisticated bracelet with the capability to notify participants of curfew violations with short bursts from its vibration motor: an effective tool to encourage compliance.

Small and discreet, the bracelet weighs just 1.7 ounces, and there are no batteries to replace or straps to clean.

The bracelet has an operational battery life of twelve months and one of the unique features is that it provides a 30-day notice of impending battery depletion, allowing agencies to arrange for bracelet replacement during a regular office visit. The unit transmits an encoded signal every 20 seconds, picked up by the RTC and the Base Unit 3000, to verify its proximity.



1.C. SOLUTION REQUIREMENTS: EM MANAGER



Designed to be the command center of your monitoring program, Attenti's EM Manager software gives you industry-leading control from a single platform. The heart of the Attenti system, it provides integrated monitoring, mapping, case management, reporting, inventory management, and crime scene correlation tools.

EM Manager is powerful, easy to use, and intuitive. Customers enjoy interactive Google Maps™, comprehensive case management functions, and the clear dashboard.

Key Features

- □ Google Maps provide visual location mapping with directional GPS tracking arrows
- □ Simple Dashboard visually exhibits each participant's status
- □ Agency-Specific Configurable Settings to fit your program needs
- □ Multiple Zone Tools to create and manipulate zones in a wide variety of sizes and shapes
 - □ Custom Zones, Zone Templates, Global Zones, Zone Layers, and Areas of Interest
- □ Point Tracking compares a specific address with the points of tracked participants to identify or rule out suspects
- □ Inventory Management allows users to place and manage orders, track inventory, and generate return requests
- □ 100+ Reports designed to report data that is pivotal to monitoring behavior and focus on the parameters key to successful program management
- □ The Mobile EM Manager app is designed to increase efficiency and effectiveness in the field with dashboards, pursuit mode, device messaging, alerts, and turn-by-turn navigation



f. Send Alert and Alert Acknowledgement



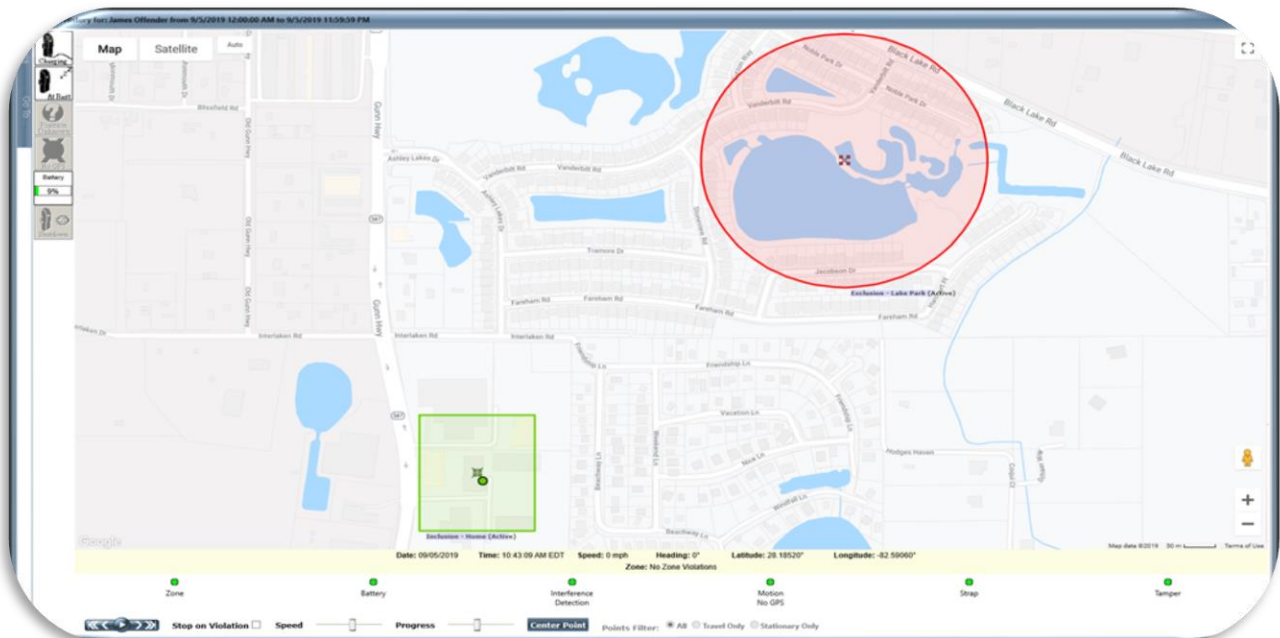
Direct communication occurs through the *Send MSG* option in EM Manager, which sends a command to the device that triggers a 10-second vibration. The alert is device specific; it can be defined for each participant according to the officer or the Agency's preference. The participant must acknowledge the communication by pressing the button on the device. Notes that define the participant's required response to this communication can be entered into the software during the enrollment process or at any time afterward.

g. Inclusion and Exclusion Zones

Creating and modifying zones and zone schedules in EM Manager is simple. All zones can be created in circles, rectangles, or irregular shapes with the free-form zone tool.

1. Select Add Zone from the Rule Functions menu
2. Select Zone Type: Inclusion or Exclusion
3. Select Zone Shape: Standard, Circle, or Free Form
4. Enter the name and address and click Map

The zone appears on the map where you can easily edit, re-draw, move, or save the zone. The zone type is identifiable by the color. Inclusion Zones are **green** and Exclusion Zones are **red**.



Free-Form Zones. The free-form tool allows users to draw a zone that outlines the perimeter of irregularly shaped geographic areas and can be used to create both Inclusion and Exclusion Zones.



Efficient Zone Templates and Tools

- **Zone Templates.** For the convenience of our customers, we also have a Zone Template feature that allows the set-up of an inclusion or exclusion zone as a template that can be applied to any offender profile. Templates save time during the enrollment process and offer the ability to create the same zone for more than one offender. For example, an officer may set up a zone template for the school grounds in a specific area and then apply it to all offenders on his or her caseload.
- **Multiple Zone Templates.** The Zone Template Tool allows users to apply multiple zone templates to one or more offenders simultaneously. Select the offender(s) by filtering by Customer and/or Officer from the provided dropdown menus. Additionally, there is a checkbox next to the Zone name in the header that allows users to select/unselect all zones.
- **Global Zones.** Global Zones are zones that are applied to all offenders. They can be Exclusion Zones, like schools, or Inclusion Zones like a County or State.

Zone Template Tool

Zone Templates

Customer: TEST - Department of Corrections ▼

	Name	Type	Distance	Grace Period	Action
<input type="checkbox"/>	County Park	Std Exclusion	600 ft	00:00:00	
<input type="checkbox"/>	Daycare Center	Std Exclusion	600 ft	00:00:00	
<input type="checkbox"/>	Elementary School	Std Exclusion	600 ft	00:00:00	

Select Offender

Customer: TEST - Department of Corrections ▼

Officer: - Select Item - ▼

Offender: Include Unassigned Offenders

	Offender	ID1	ID2	Supervision Level	Officer Name
<input type="checkbox"/>	Offender, Dave			Active 1 Piece GPS (TD4)	Officer, Mary
<input type="checkbox"/>	Offender, Steve			Active 1 Piece GPS (TD4)	Officer, Tom

h. Current, Real Time Signal Strength and Battery Life Tracking

EM Manager provides current, real time signal strength and battery life tracking information on all devices. The information is available in Offender Monitor, Reports, Event History, Maps, and the offender dashboards.

Offender Monitor

Offender Monitor displays the current status of all offenders, as of the time their device last called into Attenti. *My Offender Monitor* displays the current status of the offenders assigned to the officer logged into EM Manager.

Offender	Supervision Level	Last Call Time	Last Point Time	Assigned Officer	Battery	Current Status	Action
Offender, Jane	Active 1 Piece GPS (TD4)	1/15/19 07:39:35 AM EST	1/15/19 07:39:16 AM EST	Officer, Tom	12%	🚫	🌐 ⌚
Offender, John	Active 1 Piece (WMTD)	5/08/19 02:36:03 PM EDT	5/08/19 02:00:00 PM EDT	Officer, Mary	100%	Okay (📶)	🌐 ⌚
Offender, Steve	Active 1 Piece GPS (TD4)	5/08/19 02:26:27 PM EDT	5/08/19 02:00:00 PM EDT	Officer, Tom	100%	Okay (📶)	🌐 ⌚

Records Returned - Violation: 1, Grace: 0, Scheduled: 0, Okay: 2, Total Offenders: 3

Event History

The status and history of alerts can also be found in the Event History screen. The page allows users to view the events, such as the device status, violations, and device call-in times for an offender by utilizing filtering criteria. Event histories can be viewed directly from the *General Information* screen for each offender. Clicking on the + sign provides additional data for each event.

Date/Time	Description	No GPS	Charging
09/08/2019 01:36:55 AM EDT	Violation: 1 Piece GPS (AT1) Battery		
Violation Cleared at 09/09/2019 07:48:39 AM EDT			
	Zone 🟢 Battery 🔴 Interference Detection 🟢 Motion No GPS 🟢 Strap 🟢 Tamper 🟢		
09/08/2019 02:05:54 AM EDT	Shutdown 1 Piece GPS (AT1)		
09/09/2019 07:48:39 AM EDT	Clear: 1 Piece GPS (AT1) Battery		✓
09/09/2019 07:49:26 AM EDT	Clear: Shutdown 1 Piece GPS (AT1)	✓	✓

Maps



The map includes the following information for every point: alert status, date and time, speed, direction, latitude and longitude, number of satellites, and address. Icons on the map screen display the status of the device, including Home/Away, Charging, At Rest, GPS Status, Battery Voltage, and Alert Status.

Offender Dashboard

The dashboard for each offender displays the Current Status of the assigned device including alerts, charge information, and battery status.

Offender - 03 TEST [105891]

Current Status: Okay (📶)

✓ **Device Last Charged:** 01/21/20 10:35:22 AM - Charging

Battery Status: 100%

Automated Notifications

With the click of a mouse, users can select their preferred method of receiving automated notifications from the system. There are three user-selectable notification methods available: text message, email, and fax.

General Rule Information

Rule Name: 1 Piece GPS (AT1) Battery

Grace Period:

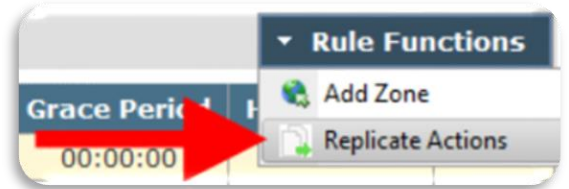
Notify Offender If Violated: Yes No

Notification Contacts

Name	Fax	Email	Txt Msg	Update Status	
Officer, Tom	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="button" value="Delete"/>

Contact Name
- Select Item - ▼
Fax
Email
Txt Msg

- **Configurable.** *Notification preferences are also configurable by offender and by alert,* depending on agency protocol. Users can choose to receive alerts by one or more methods simply by checking the boxes in the software, as shown. At the same time, multiple alert contacts can be created and, to assist the user, the *Replicate Actions* feature enables the duplication of notification contacts and methods for multiple rules.
- **Replicate Actions.** After the first rule has been entered, *the user can simply use the Replicate Actions function* to copy the contacts and notifications from that rule to some or all of the other Rules.



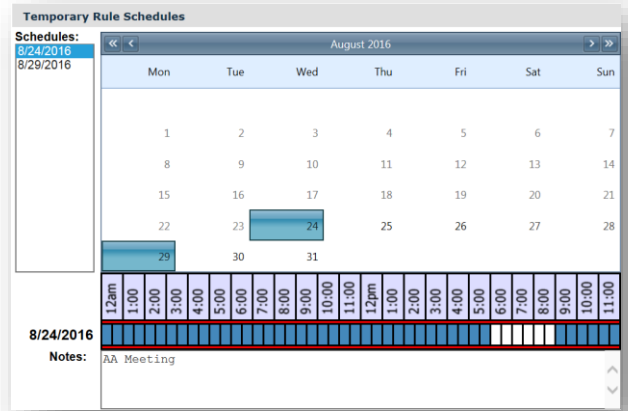
Schedules

The convenience of our scheduling tool is one of the things our customers like best about EM Manager. At any time, officers can easily create and modify schedules, as well as the related notifications for those schedules. Schedules can be set for curfews, leave, exclusion zones, and inclusion zones.

- **Click and Drag.** Setting a schedule is quick and easy; simply “click and drag” to highlight blocks of time through the week.

Permanent Rule Schedule													Copy From ..												
All	12am	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12pm	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	
Monday																									
Tuesday																									
Wednesday																									
Thursday																									
Friday																									
Saturday																									
Sunday																									

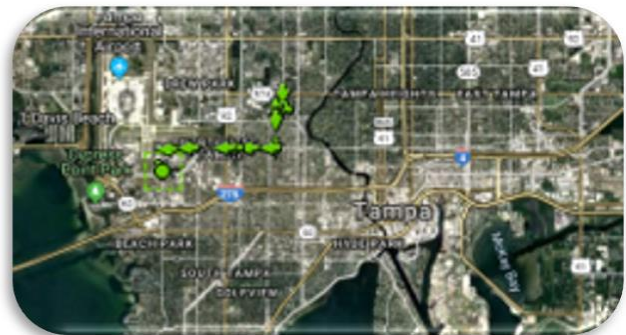
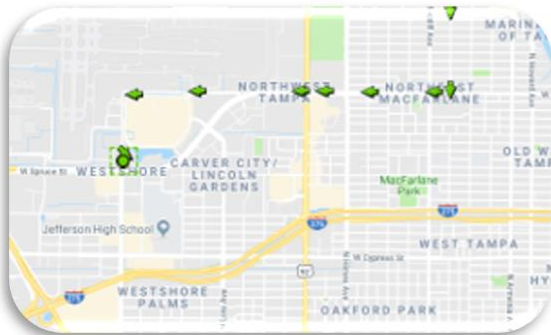
- **Temporary Schedules.** The system also offers the ability to create temporary schedules by simply selecting the date and highlighting the corresponding blocks of time. The temporary schedule remains in force until the date and time expires, at which time the permanent schedule is automatically reactivated.
- **Time-saving.** *The benefit to the agency is in the convenience and time savings for officers.* No need to modify permanent schedules; when an issue arises, a quick temporary schedule is created to accommodate the situation.
- **Real-Time.** Finally, since we know that changes to the rules of supervision are time sensitive, when a change is made to an offender's rules or notification instructions, the system automatically pings the device to upload the change.



Mapping, Tracking, and Point Analysis



EM Manager offers unlimited access to the most up-to-date maps available with advanced GIS imagery provided by Google Maps™. Users can choose to view zones and location points in Map View, Satellite View, Street View, and inside public buildings that have been photographed.

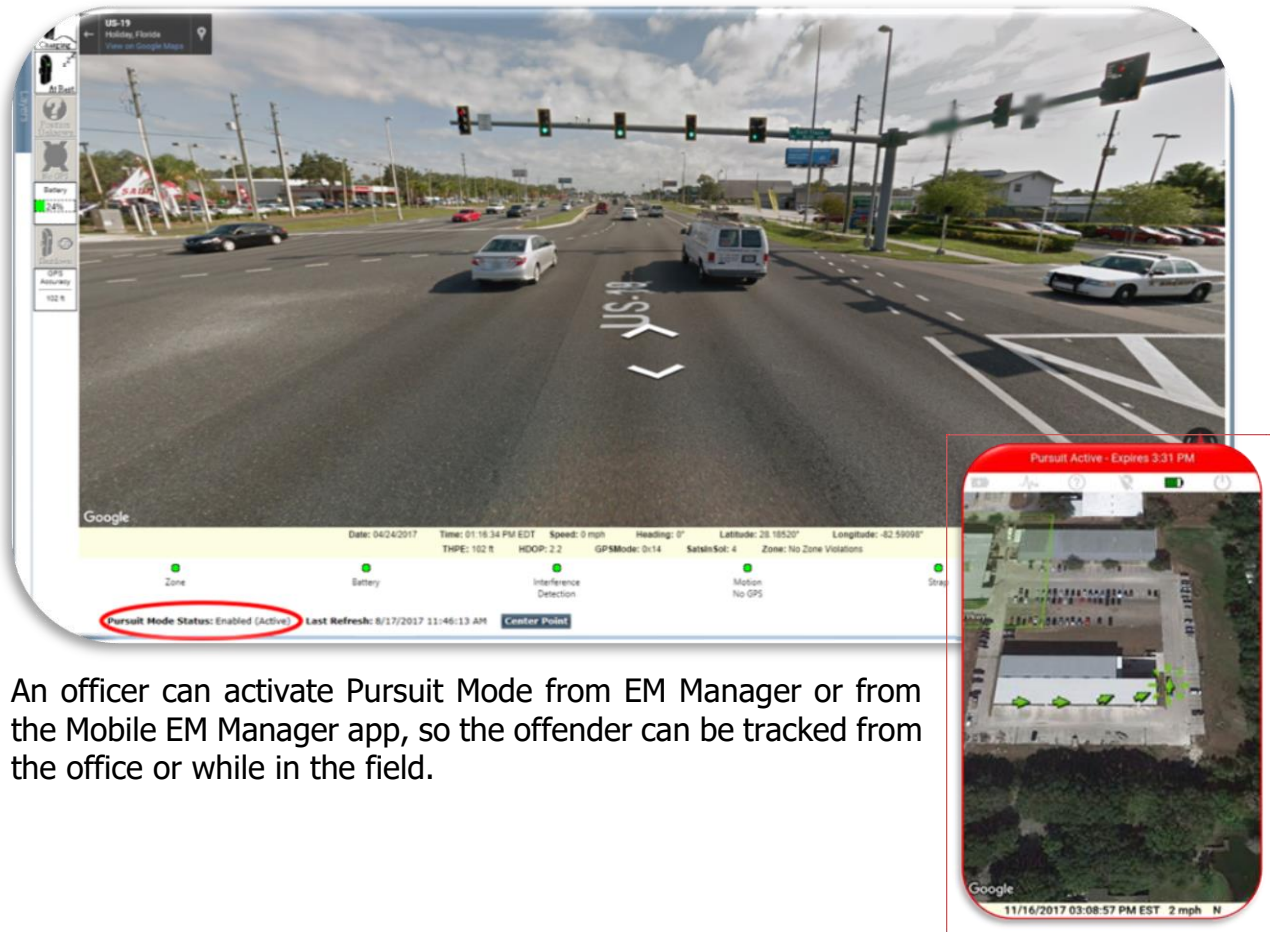


EM Manager includes the following information for every point: alert status, date and time, speed, direction, latitude and longitude, number of satellites, and address. Icons on the map screen display the status of the device, including Home/Away, Charging, At Rest, GPS Status, Battery Voltage, and Alert Status.

Pursuit Mode

Pursuit Mode enables the Attenti system to go into real-time tracking. When in Pursuit Mode, the device will collect a GPS point every 15 seconds and will call in once every 30 seconds for a user-specified duration (5 minutes, 15 minutes, 30 minutes, or 60 minutes).

The map updates every 15 seconds with the last five GPS points, allowing officers to closely track offender locations during an active investigation. The Pursuit Mode Status and Last Refresh date and time are displayed below the map.

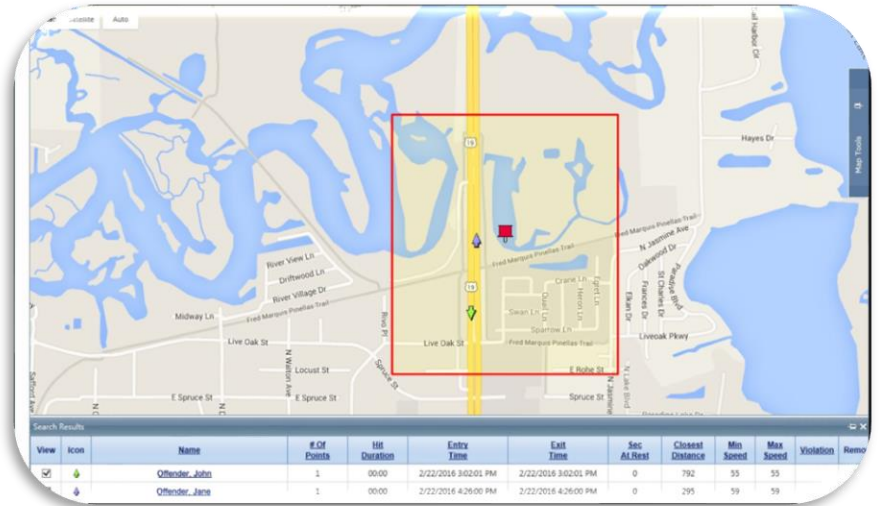


An officer can activate Pursuit Mode from EM Manager or from the Mobile EM Manager app, so the offender can be tracked from the office or while in the field.

Point Tracking

Point Tracking allows users to compare a location during a specified time to our database of GPS points. It is a great tool for criminal justice agencies, offering the identities and supervision information of offenders who were in the vicinity of a crime or event.

If an incident occurred at a particular time and location, an officer can query our database for GPS points collected in the vicinity and map them. Users define a geographic area as narrowly as possible (an address, for example) and a date/time range of interest. Searches can be executed by address, latitude/longitude coordinates, or by drawing a specific geographic area on the map.



Offender Tracking and Point Analysis

The Offender Tracking Tool provides the capability to move through a caseload quickly, viewing the points of multiple offenders. It is very helpful for officers to use when reviewing the points of their caseload as the user quickly scans the points, one offender after another, simply by clicking "Next."

One day's worth of GPS points loads quickly on the map for each offender, or you can view the points for up to 20 offenders at a time; the software assigns a different color to each offender's points.

Offender Tracking includes Point Analysis, which allows users to view up to seven days of points for individual offenders. This feature assists users in analyzing point patterns and/or noticeable deviations of behavior.

Additional Map View Options

Other map view options provided in EM Manager include:

- View All Participants' Home Addresses
- View All Participants' Home Rules
- View All Participants' Last Positions
- View My Participants' Last Positions (only those assigned to a particular officer)

Case Management

To manage alerts as they occur, EM Manager includes the Case Management Tool which provides officers the ability to review, process, address, manage, suspend, and document all alerts for their offenders. Alerts are presented in an easy, color-coded format that indicates both the priority and the status of each.

	Offender	Description	Occurrence Date/Time	Supervision Level	Officer Name	Action
+ ● □	Offender, Steve	School Zone [Exclusion Zone]	4/06/18 3:49:45 PM EDT	Active 1 Piece GPS (TD4)	Officer, Tom	
+ ● □	Offender, Steve	Home [Inclusion Zone]	4/07/18 12:00:00 AM EDT	Active 1 Piece GPS (TD4)	Officer, Tom	
+ ● □	Offender, Steve	Home [Inclusion Zone]	4/08/18 12:00:00 AM EDT	Active 1 Piece GPS (TD4)	Officer, Tom	

For any selected timeframe, a user can view the alerts for any or all participants he or she is authorized to view. Users can also display suspended and resolved events to aid in case review and enter additional case notes.

To address an alert, the officer simply clicks on the plus sign beside the desired event and a screen for viewing and adding case notes is presented. Every case note becomes a permanent record that is displayed with a time stamp on the participant's case management record and may be accessed at any time.

Mobile EM Manager

Mobile EM Manager allows users to perform monitoring functions while in the field. The application is available on both the Apple and Android operating systems.

- □ Pursuit Mode for real-time tracking
- □ Fully functional device messaging/alert capabilities: contact participants by calling, texting, or emailing them directly from the device
- □ Offender Monitor/My Offender Monitor
- □ Icons symbolize the most recent rule and device status
- □ Assign and un-assign equipment
- □ Fully integrated Google Maps™
- □ View last GPS point
- □ Download Points
- □ Navigation to Last Point or Home Zone: offers GPS turn-by-turn navigation to a participant's last point or home location directly from the app



2. Locations. Offerors shall describe how their proposed solution will encompass all PBPP locations.

PBPP Locations. PBPP has locations in the following areas: Scranton, Allentown, Philadelphia, Chester, Harrisburg, Williamsport, Mercer, Pittsburgh, Erie, and Altoona.

2. LOCATION TECHNOLOGIES

Multiple Tracking Technologies = Accurate Location Points

Global Positioning System (GPS)

Within the GPS performance standard, Attenti maintains the highest degree of accuracy. Our devices are equipped with the latest GPS technology, including autonomous GPS, assisted GPS, and firmware that detects and filters out poor satellite signals. The devices accept and process only reliable solutions, providing accurate GPS location points.



Location Based Services

Attenti offers Location-Based Services (LBS) as a secondary means of tracking participants when a device is inside. If the GPS signals are poor or unavailable, the AT1 begins to track the participant using public Wi-Fi access points and cellular towers.

- **Wi-Fi Tracking.** By default, the device will attempt to acquire Wi-Fi access points first.
 - If at least three Wi-Fi points are in range, a location point will be stored and displayed on the map.
 - The most recent Wi-Fi location point will be surrounded by an orange circle. The radius of the circle indicates the approximate location of the participant.
 - The AT1 will continue to store and display Wi-Fi location points every 3 minutes.
- **Tower-Based Tracking (TBT).** If the device is unable to locate viable Wi-Fi access points after 2 minutes, TBT is initiated. TBT will store and display a location point with a cellular tower icon.
 - When TBT is active, the device will continue to scan for GPS and Wi-Fi access points.
 - TBT points are stored and displayed when there is a status change, including a new tower in range.



One Integrated Map

GPS, Wi-Fi, and TBT are integrated into one EM Manager map; there is no need to select one map for GPS points, another for Wi-Fi points, and a third for TBT points. The icons appear based on the type of location point gathered at a particular moment in time.

In the example to the right, when Mr. Jones enters the southern Battery Park subway station in New York City, the AT1 goes into Location Based Tracking – marked with an L – and picks up a TBT point. Wi-Fi access points are available at the next three subway stations to triangulate position, and an arrow displays GPS location and heading when he leaves the subway in midtown Manhattan.



While we understand not all areas have vast subway systems, this technology proves useful when tracking participants through shopping malls, office buildings, big box stores, and parking garages.

Communication Technologies

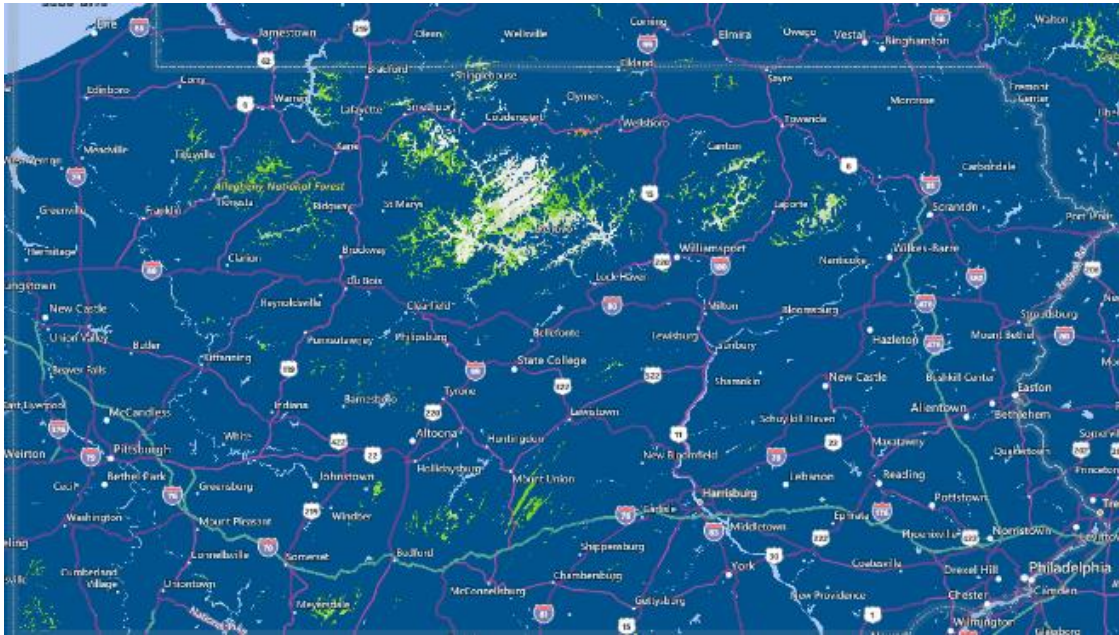
LTE Communication

Attenti devices communicate over the Verizon and AT&T LTE networks. Both networks have excellent coverage within the Commonwealth of Pennsylvania.

Verizon Pennsylvania Coverage Map:



AT&T Pennsylvania Coverage Map:



Wi-Fi Communication

Despite offering cellular communication on the nation's largest and most widely used carriers, there are still areas and environments that simply do not have strong cellular coverage. *Attenti is the only company to offer a Wi-Fi data communication solution.*

Utilizing Wi-Fi and LTE communication over the Verizon and AT&T networks, the AT1 offers the most reliable coverage nationwide.

Landline Communication

For any areas without cellular or Wi-Fi communication, Attenti provides the 2-Piece XT tracking device with a Base Unit landline connection.

C. **Monitoring Devices.** Offerors shall describe how their proposed solution will meet the following requirements for monitoring devices.

1. **Device Quantities. PBPP Devices.** There are approximately 950 active non-secure cuffs in use, plus approximately 550 inactive non-secure cuffs available for use.
2. **Device Types.**
 - a. **Inactive Devices.** There shall be no daily monitoring fee for all inactive devices in the possession of Commonwealth agencies. The Selected Offeror will charge the agency the Per Each Active Device Cost identified in **Appendix A, Cost Submittal, Lot 1 Cost Tab** once the equipment is activated for use.
 - b. **Replacement Devices.** Monitoring devices requiring replacement due to malfunction, inferior quality, defective parts, software upgrade, etc., shall be done so at no charge to the agency. Monitoring devices requiring replacement due to negligence or loss on the part of the using agency, damage or loss by an offender, or other act which is not a direct result of the equipment/system itself, shall be replaced in accordance with the established Secure Device Replacement Fee and the Non-Secure Device Replacement Fee identified in **Appendix A, Cost Submittal, Lot 1 Cost Tab**.
 - c. **Lost Devices.** There shall be an allowance for the replacement of a minimum of three (3) lost units per month, at no additional cost.

C. Monitoring Devices

1. DEVICE QUANTITIES

Attenti is the incumbent vendor, *currently providing approximately 970 active non-secure devices in use and 400 inactive devices available for use*. We have a build-to-stock supply chain model and employ the usage of safety stock limits that are set at appropriate levels to ensure product availability for both existing and potential customers. Based on this model, we will continue to provide PBPP with the number of active and inactive devices necessary to successfully run the program.

2. DEVICE TYPES

a. *Attenti does not charge a daily monitoring fee for inactive devices* in the possession of Commonwealth agencies. We agree to charge the agency the Per Each Active Device Cost identified in Appendix A, Cost Submittal, Lot 1 Cost Tab once the equipment is activated for use.

b. One of the advantages of leasing Attenti products is that, as the OEM (original equipment manufacturer), we maintain our products in like new condition and inclusive of the latest updates. All equipment shipped from our facility is under warranty, and we keep both parts and consumables for our equipment in stock. Furthermore, *our daily rate*

includes maintenance and repair on all leased equipment for the duration of the Contract, excluding deliberate damage.

Finally, when equipment is returned for service, we do not have to wait for the returned unit to arrive before replacing it. We ship the Agency a replacement unit upon RMA approval.

Maintenance is accomplished by returning the equipment to our corporate headquarters, located in Florida. We have factory trained service personnel available to diagnose, repair, clean, and upgrade the equipment.

Monitoring devices requiring replacement due to negligence or loss on the part of the using agency, damage or loss by an offender, or other act which is not a direct result of the equipment/system itself, will be replaced in accordance with the established Secure Device Replacement Fee and the Non-Secure Device Replacement Fee identified in Appendix A, Cost Submittal, Lot 1 Cost Tab.

c. Attenti agrees to an allowance for the replacement of a minimum of three (3) lost units per month, at no additional cost.

D. Monitoring Center. Offeror must describe how they will provide a secure, confidential monitoring service center to include helpdesk services, without the use of subcontractors or a third-party monitoring center. The offeror's response should identify how they will meet the following requirements for the Monitoring Center:

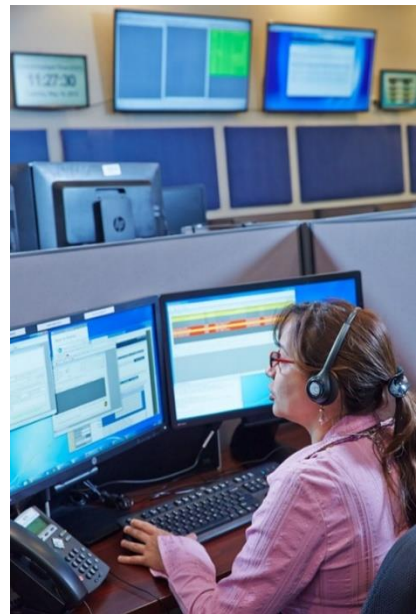
1. A permanently installed and functioning emergency backup power source, capable of maintaining continuous operation;
2. A secondary monitoring center capable of providing fully operational functions in the event the primary monitoring center is disabled. The secondary center must be located sufficiently distant from the primary center;
3. A toll-free telephone number which will be available 24 hours a day, 365 days a year for technical analysis and application assistance, including alarm resolution;
4. In the event any component of the selected Offeror's monitoring center service becomes inoperable, the selected Offeror must immediately notify the agency Program Managers or designees by telephone, but no later than thirty (30) minutes after service failure;
5. Identity verification of callers who call into the monitoring center; and
6. Real time notification of any violations or infractions made by tracked individuals.

D. Monitoring Center

The Attenti Monitoring Centers are ISO certified, secure, confidential, operate 24/7/365, and offer our customers quality service. The Monitoring Centers are not outsourced to subcontractors and our services are not handled by a third-party monitoring center.

The backbone of our monitoring center is our Customer Support line, but we also provide Offender Monitoring alarm resolution services. Both are sustained by our experienced staff and more than two decades of experience supporting state and local programs across the country.

Our extensively trained Customer Service Agents (CSAs) quickly and accurately answer any questions regarding offender activity, software, equipment, mapping, zones, rules, notifications, and more. All calls to and from the Monitoring Center are recorded. In addition to professionally trained customer service agents, our monitoring center staff includes Bilingual CSAs (English and Spanish), Shift



Supervisors and Team Leads to support agents and handle escalated calls, A Quality Assurance Coordinator dedicated to maintaining high standards of service, and a Monitoring Center Director to manage all monitoring center operations

KEY FEATURES

- □ Basic Service
 - □ Inbound customer support
 - □ Offender enrollment, scheduling, and unit assignment assistance
 - □ Equipment and software support
 - □ Unit deactivation
- □ Full Service
 - □ Alert triage
 - □ Outbound alert resolution calls
 - □ Officer notification via live operator phone call
 - □ Enhanced Escalation and Call Tree programs

ATTENTI MEETS AND EXCEEDS REQUIREMENTS

1. We operate two secure, redundant monitoring center sites located in Florida and Tennessee. *Both sites are protected with back-up power sources and back-up phone systems, capable of maintaining continuous operation.*

2. Our primary monitoring center is located in Florida and our secondary monitoring center is located in Tennessee, *over 750 miles distant from the primary center.* Both monitoring centers are protected with back-up power and phone systems and each operates on a different Network Operations Center (NOC), which virtually eliminates the possibility of a total network failure at both facilities simultaneously. *In the unlikely event one site becomes non-functional, we can easily run the Monitoring Center operations from the other site.* As an industry leader, we believe this provides Attenti customers with unequaled customer service availability.

3. *Attenti provides a toll-free telephone number that is available 24 hours a day, 365 days a year,* to assist with technical analysis and application assistance, including alarm resolution. By contacting our U.S. based Monitoring Center, PBPP staff members are able to quickly and easily gather information on their offenders, receive location information, and resolve software and hardware issues.

When you call our customer support line, you will be connected to an agent without having to navigate multiple menu options. Our agents can also perform various data entry tasks for customers including, but not limited to, assisting with offender enrollments and equipment assignments, making notes on behalf of customers, and sending messages to offenders.

4. Attenti agrees that in the event any component of our monitoring center service becomes inoperable, the *Attenti will immediately notify the agency Program Managers or designees by telephone, but no later than thirty (30) minutes after service failure.* Upon

contract award, we will obtain a new Emergency Contact Information Form from PBPP to ensure the Monitoring Center has updated contacts for notification.

The Attenti System is monitored 24x7x365. If there is a monitoring disruption, your Account Manager or Monitoring Center staff will contact the person(s) designated by the method(s) specified in our records, during the hours specified.

5. Attenti verifies the identity of callers by requesting a User ID and Security Code from each caller. Unauthorized calls are not accepted.

6. Attenti and the Pennsylvania Board of Probation and Parole have a contractual protocol agreement to ensure real-time notification of violations or infractions made by tracked individuals.

Automated Notifications

For critical alerts, users receive immediate notification automatically via text message or email. With the click of a mouse, users can select their preferred method of receiving automated notifications from the system. There are three user-selectable notification methods available: text message, email, and fax.

Outbound Monitoring



Non-critical alerts involve Attenti Monitoring Agents contacting offenders and gathering information on your behalf, ensuring your offenders are always monitored. Our goal is to resolve alerts as they occur, thereby reducing the number of violations forwarded to agency staff. Providing offenders immediate feedback and instructions for resolving alert conditions helps reduce officer workload and minimizes unnecessary overtime.

Quality Assurance

All calls to and from our monitoring centers are recorded and our Quality Assurance Specialist performs daily reviews and evaluations of random calls with feedback provided to the monitoring center leadership team for individual coaching sessions with the CSAs. Our quality assurance staff works closely with our training department and monitoring center leadership to ensure that our service is of the quality you expect from Attenti.



Metrics and Performance

Our monitoring center leadership team tracks a variety of metrics across all of our services ensuring that your needs are met in a timely manner by a staff that cares about your program. We handle over 100,000 inquiries and over 350,000 alerts per year. In addition, periodic surveys are conducted in order to get your feedback about how we are

performing. Your input and feedback are always welcome so that we can continue to improve our services and not only meet, but exceed, your expectations.

Training and Certification

Attenti has a rigorous training regimen for customer service agents in the monitoring center, which delivers superior results for our customers. We employ two full-time trainers to design and deliver curricula, and our CSAs must complete structured training and demonstrate competency in all aspects of our products, services, and systems. Additionally, all monitoring center staff members undergo mandatory refresher training courses throughout the year.

Our training and certification standards reflect our considerable resource investment into the development, documentation, and delivery of training and is based on our many years of experience developing protocols. We consider this proprietary program to be a competitive advantage and one of the reasons why customers choose an electronic monitoring solution from Attenti.

E. Expert Witness. Offerors must be able to provide, when required by subpoena, Expert Witness Services. Expert Witness Services include official company/product documentation/verification, expert witness testimony, report data and report validation, offender tracking records (GPS coordinates), etc. Offerors shall include on **Appendix A, Cost Submittal, Lot 1 Cost Tab** the hourly rate for Expert Witness Services. This cost will not be evaluated as part of the cost proposal.

E. Expert Witness

Attenti responds to a large number of subpoena requests generated annually from cases involving electronic monitoring. Our account managers handle these subpoenas by compiling the needed documents with a Certification of Records, when requested, and ensure the governing agency has been notified. They will appear and testify in legal proceedings convened by the court. They are experienced with both depositions and court testimony. Due to the frequency with which they handle these types of matters, in some states they have built professional working relationships with many of the state attorneys. This can benefit the agency by giving officers and district attorneys the peace of mind that comes from knowing we fully support the data that we collect on supervised offenders through accurate and efficient subpoena response.

Attenti is not the owner of the data, but the custodian of records for our contracted agencies; therefore, subpoenas are required for us to act. Upon receiving a subpoena from a judicial entity, we respond as follows:

Documents Request: We provide all documents requested as well as a "Certification of Records" that is signed and notarized, stating that the attached records are produced and held in the ordinary course of Attenti business.

Depositions: We attend depositions in person or telephonically and/or make arrangements for the attorney to come to Attenti Headquarters.

Testimony: We appear at the designated time and location.

Expert Testimony: The Attenti Technical Services and Engineering Teams are prepared to support our customers with expert testimony, at no cost.

In 2009, we passed the *Daubert Test* for expert testimony, solidifying the cases in which our GPS systems monitor participants. The *Daubert Test* refers to Supreme Court evidentiary hearings on the admissibility of scientific evidence in court. Since 1997, we have been providing expert testimony as a service to our customers. Under *Daubert*, the Supreme Court found that evidence based on innovative or unusual scientific knowledge may be admitted only after it has passed the four tests for scientific evidence: testing, peer review, error rates, and acceptability in the relevant scientific community. Today, these four tests for credibility are known as the *Daubert Test* and our certification as experts benefits your agency by providing a judicial foundation for court proceedings related to the admissibility of electronic monitoring-based evidence.

F. Equipment. Offerors must acknowledge their ability to meet the equipment requirements identified in this section.

1. **New Monitoring Devices.** Agencies must be able to procure new monitoring equipment/devices, as agreed, through a request for quote process. There shall be no minimum order requirement for equipment purchases.
2. **Replacement Monitoring Devices.** All electronic monitoring solutions procured through this contract shall include an equipment replacement policy that is equivalent to the following, unless otherwise identified by the requesting agency. Monitoring devices requiring replacement due to malfunction, inferior quality, defective parts, software upgrade, etc., shall be done so at no charge to the requesting agency. Monitoring devices requiring replacement due to negligence or loss on the part of the agency, damage or loss by an offender, or other act which is not a direct result of the equipment/system itself, shall be replaced at an established Device Replacement Fee, as agreed through a request for quote process.
3. **Repair/Replacement Parts.** The ability to obtain repair/replacement parts needed as a result of continued use, wear, or upgrade for agency-owned electronic monitoring devices, as described in the agency request for quote.

F. Equipment

Attenti acknowledges our ability to meet the equipment requirements identified in this section.

1. New Monitoring Devices. The Pennsylvania Board of Probation and Parole is able to procure new Attenti monitoring equipment/devices, as agreed, through a request for quote process. Attenti understands and agrees that there shall be no minimum order requirement for equipment purchases.

2. Replacement Monitoring Devices. Attenti's standard equipment replacement policy includes:

- a. Monitoring devices requiring replacement due to malfunction, inferior quality, defective parts, software upgrade, etc., are provided at no charge to the requesting agency.
- b. Monitoring devices requiring replacement due to negligence, damage, theft, or loss are replaced at an established and agreed upon Device Replacement Fee.

3. Repair/Replacement Parts. All equipment shipped from Attenti is under warranty. We keep both parts and accessories for our equipment in stock. Repair and replacement are accomplished by returning the equipment to our Florida headquarters. We have factory trained service personnel available to diagnose, repair, clean, and upgrade the equipment.

I-5. Contract Turnover. Upon expiration or termination of the contract, the current selected Offeror shall provide for a mutually agreed upon turnover of its services to the using agency and its successor selected Offeror, as applicable. Provide a final detailed description of the

turnover plan for approval by the using agency within four (4) months prior to the last day of the project.

A. Turnover Plan. The selected Offeror must:

1. Supply the using agency with the data collected in a format that can be used outside of the current selected Offeror's system;
2. Cooperate with the using agency, and supply them and/or its successor selected Offeror with all information requested and required by the using agency and/or its successor selected Offeror during the turnover process; and
3. Pay costs related to the transfer of services and responsibilities as a normal part of doing business with the Commonwealth of Pennsylvania.

I-5. Contract Turnover

Attenti agrees to provide for a mutually agreed upon turnover of services to the using agency and its successor selected Offeror, as applicable, upon expiration or termination of the contract. We will provide a final detailed description of the turnover plan for approval by PBPP within four (4) months prior to the last day of the project.

A. Turnover Plan

Attenti agrees to:

1. Supply the using agency with the data collected in a format that can be used outside of the Attenti system;
2. Cooperate with the using agency, and supply them and/or its successor selected Offeror with all information requested and required by the using agency and/or its successor selected Offeror during the turnover process; and
3. Pay costs related to the transfer of services and responsibilities as a normal part of doing business with the Commonwealth of Pennsylvania.

- I-6. Reports.** Offerors shall describe in narrative form their capability to provide various reports and the accessibility for agencies to view, download, and/or export these reports into an executable file format. Report types include, but are not limited to equipment summaries, equipment assignments/histories (to include historical geo-coded points), equipment transfer details, spare equipment, offender enrollments, activations, deletions, violation/alert/alarm details and histories, notification details including GPS compliance, and tracking point details. Report data must be accessible in real-time.

I-6. Attenti Reports

EM Manager includes a powerful reports module designed to provide our customers with many reports across multiple criteria. Over 100 reports have been defined, most based on customer requests and requirements. Some of these reports were designed to report data that is pivotal to monitoring offender behavior and some focus on the parameters key to successful program management.

Reports are not only easily available to authorized users via our web-based platform, *they are up to date because our database is updated directly by our servers in real time.* The reports function makes it possible for officers and supervisors *to view reports online, as well as download/export data and reports to computers, tablets, and printers.*

Standard Reports

The reports available through EM Manager have selectable configuration options based on the data required.

EM Manager offers reports under the following categories:

- Call History: The Customer Call History report is normally used as a management report. It provides the agency with a summary of all calls placed to the Attenti Monitoring Center.
- Case Management: Case Management reports detail alerts and events, whether they are resolved or unresolved, and the entries made in the Case Management module by the officers and by the monitoring center agents.
- Equipment: Most of these reports provide information needed for inventory management; for example, our Equipment Summary Report lists all inventoried equipment—both assigned and unassigned—and is sortable by serial number, offender, officer, or office. Device call reports, charge reports, and GPS status reports are also included in this category.
- Notifications: Notifications reports include summaries, escalations, contact checklists, and statistical data.
- Rules: Rules reports are administrative reports that are beneficial for officers who want to ensure they have properly enrolled an offender.

- Software Usage: These are management reports, used to manage staff, employees, and other resources of the agency’s electronic monitoring program.
- Tools Reports: These reports summarize entries in the EM Manager tools.
- Violations: Violation reports manipulate the fields of information related to violations, presenting the data in many different ways: how often, how many, by caseload, by offender, etc. These reports are highly customizable; the data can be sorted by caseload, offender, supervision level, or equipment.

PBPP Reports Cross-Reference

PBPP Required Report	Attenti Report Titles/Categories
Equipment Summaries	▪ <input type="checkbox"/> Equipment Summary
Equipment Assignments/Histories	▪ <input type="checkbox"/> Equipment Detail Report ▪ <input type="checkbox"/> Equipment Summary ▪ <input type="checkbox"/> Hardware Assignment History ▪ <input type="checkbox"/> Offender Hardware Assignment History ▪ <input type="checkbox"/> Hardware Tracking
Historical Geo-Coded Points	▪ <input type="checkbox"/> Offender Points Geo-Coded
Equipment Transfer Details	▪ <input type="checkbox"/> Hardware Tracking
Spare Equipment	▪ <input type="checkbox"/> Spare Equipment ▪ <input type="checkbox"/> Equipment Detail Report ▪ <input type="checkbox"/> Equipment Summary
Offender Enrollments	▪ <input type="checkbox"/> Enrollments and Discharges
Activations	▪ <input type="checkbox"/> Activations and Deactivations
Deletions	▪ <input type="checkbox"/> Activations and Deactivations ▪ <input type="checkbox"/> Enrollments and Discharges
Violation/Alert/Alarm Details and Histories	▪ <input type="checkbox"/> 9 Violation Reports ▪ <input type="checkbox"/> 8 Notifications Reports ▪ <input type="checkbox"/> Daily Event Summary Report ▪ <input type="checkbox"/> Case Management Activity Report
Notification Details Including GPS Compliance	▪ <input type="checkbox"/> 6 Case Management Reports ▪ <input type="checkbox"/> Daily Event Summary Report ▪ <input type="checkbox"/> Case Management Activity Report
Tracking Point Details	▪ <input type="checkbox"/> Offender Points Geo-Coded ▪ <input type="checkbox"/> EM Manager Map ▪ <input type="checkbox"/> Offender GPS Points

System Generated Daily Reports

Attenti also offers two reports that can be emailed daily to supervising officers: the Daily Event Summary Report and the Case Management Activity Report.

- Daily Event Summary Report (DESR): The DESR is a summary of all violations and events generated the previous day. A summary graph introduces the report and sums up the total number of violations per offender and per office. The subsequent pages give more detailed information for each offender, including the event start and end times, the status, and the duration.
- Case Management Activity Report (CMAR): The CMAR provides all violation information and the notes entered in the Case Management Module the previous day.

Customized and Ad Hoc Reports

Attenti is about delivering superior service to our customers, including report customization. PBPP management can contact your Contract Manager, Project Manager, Account Manager, or Sales Manager when a new or revised report is required. The request will be assigned to the dedicated software developers who design and produce the reporting tools that our customers need.

I-7. Invoices. Offerors shall be able to provide a monthly invoice and back-up documentation to verify accurate monthly charges. **Appendix B, Sample Invoice**, of this RFP provides Offerors with an example of the data components required for these documents. Offerors are required to submit with their proposal a sample invoice and sample copy of their invoice back-up documentation. These samples should include the key data components identified in **Appendix B**.

I-7. Invoices

Attenti sends one monthly invoice based upon the actual number of days the participants are assigned to the equipment. All Attenti invoices include *Summary* and *Detail* pages as illustrated in the December 2019 example included with Attachment B.

The invoice details include:

- Offender Monitoring: number of offenders monitored daily*
- Description: supervision level/device type
- Offender Name: last, first
- Assigned officer
- Parole #
- Parole Supervisor
- Device serial number
- Dates assigned
- Number of days
- Daily rate
- Total

**Based on the Q&A released for the RFP, the invoices under the new contract will combine the Offender Monitoring fee and the Daily Unit fee into one daily price per offender.*

Attachment B includes a Sample Invoice as well as examples of back-up documentation to verify accurate monthly charges:

- Activation and Deactivation Report
- Usage Report
- Equipment Utilization Summary Report

I-8. Emergency Preparedness. To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.

A. Describe how you anticipate such a crisis will impact your operations.

B. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:

1. Employee training (describe your organization's training plan, and how frequently your plan will be shared with employees);
2. Identified essential business functions and key employees (within your organization) necessary to carry them out;
3. Contingency plans for:
 - a. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness; and,
 - b. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
4. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc. and;
5. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

I-8. Emergency Preparedness

Attenti is dedicated to providing seamless and uninterrupted service to our customers. As such, we have a complete Business Continuity Plan (BCP) covering minor damage, major damage, and catastrophic situations. We understand how critical the continued operations of our products and services are to our customers and the general public. *We formulate our plans to ensure there will be little to no effect on electronic monitoring as a result of a fault or disaster at one of our locations.*

Although any business could be impacted by a crisis, our BCP will allow us to mitigate the impact and continue operations at our primary site or our alternate remote sites. We fully anticipate that the redundancy that we currently have in place will allow us to run our

operation without interruption regardless of the type of crisis - pandemic, natural disaster, etc.

A copy of Attenti's Business Continuity Plan is included as Attachment C. Below is a summary of how Attenti addresses pandemic preparedness.

1. Employee Training: Our BCP is always viewable on Attenti's SharePoint site to any employee in our organization. Departmental Managers review the plan on a semi-annual basis. Department managers also review the plan periodically with their staff during departmental meetings. In addition, if there is forewarning of a potential disaster (e.g. hurricane), each department manager will ensure that our BCP is current for their area and communicate the plan to his or her team.

2. Essential Business Functions and Key Employees: Attenti has identified the essential business functions and key employees necessary to carry them out.

3. Contingency Plans:

a. Staffing issues: Attenti's processes and procedures are well documented and defined. We are ISO compliant and satisfactorily completed our most recent ISO audit in July of 2019. Managers are responsible for continuously training their staff on these documents. We promote a coaching and learning environment to give the next level of staff the opportunity to learn about the responsibilities of their manager.

If key employees are incapacitated, each manager has a succession plan in place; the next level of employees will capably take on their managers' responsibilities. Each department's documented processes are available and easily accessible for reference. In addition, being a global organization allows Attenti to have leadership and other key positions staged around the world. In the event of a loss of key employees in the United States, these individuals can be immediately available to provide assistance.

b. Essential functions: Attenti has multiple channels of communication available, including video, which allows for key staff to communicate from remote locations including their homes. In addition, Attenti has remote sites established for our Customer Service/Monitoring Services (Memphis, TN) and for our back-up servers (Cincinnati, OH). IT Support can work from our back-up location in Cincinnati and essential operational personnel can be transferred to Memphis in order to carry on essential functions.

4. Communications: Attenti has multiple communication channels in place to communicate with stakeholders, customers, and suppliers. If phone and email options are not available, we can easily communicate with staff on external applications such as Slack, WhatsApp, Microsoft Teams, and RingCentral. We have established groups/teams (including a key contact list) in these applications so that we can easily communicate within the appropriate group. In addition, we have social media accounts established on LinkedIn and Twitter so that we can communicate with a mass audience. Due to having

Account Managers and Sales Managers located in geographical regions across the country, we anticipate most of them having access to voice and email so that they can act as a conduit to our customers. However, if there are voice and data outages, the Account Managers and Sales Managers will be available to travel to customer locations to address any issues. Many of our suppliers are local to one of our global operations or manufacturing sites so we can easily and quickly travel to a supplier if necessary.

5. Testing: We anticipate conducting the next internal assessment of our Business Continuity Plan in the third quarter of 2020 and having a third-party test the plan in the fourth quarter of 2020.

I-9. Objections and Additions to Standard Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions contained in the **Buyer Attachments** section that it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for this RFP. 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 the **Terms and Conditions** contained in the **Buyer Attachment** section. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in the **Terms and Conditions** contained in the **Buyer Attachment** section or to other provisions of the RFP.

I-9. No Objections or Additions to Standard Contract T&Cs

Attenti has no objections or additions to the Standard Contract Terms and Conditions.



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DEPARTMENT OF GENERAL SERVICES

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Nicole Moyer ☐

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July 15, 2020

Nicole Moyer, Issuing Officer
Pennsylvania Department of General Services
Bureau of Procurement
Forum Place, Floor 6
555 Walnut Street
Harrisburg, PA 17101

Subject: RFP # 6100047842, Electronic Monitoring Services

Dear Ms. Moyer:

Thank you for the letter informing us that Attenti US, Inc. has been selected for contract negotiations. Below are the requested clarifications on our proposal.

- Pursuit Mode currently allows the user to select a duration of 5 minutes, 15 minutes, 30 minutes, or 1 hour.
- Attenti is flexible and will provide further configurable options to the State as the program needs change.
- "Technical Submittal I.4 Tasks, B. Electronic Monitoring Solution – pg. 35. Onboard Storage and Nonvolatile Memory."
 - "What type(s) of information is being stored?"
 - Device storage mirrors that of the server; i.e. all data is stored onboard the tracking device. This includes location points (GPS, Wi-Fi, and TBT), rules, schedules, violation information, and status information.
 - "Where is the information being stored?"
 - The information is stored in nonvolatile flash memory on the device until the AT1 connects with the server.
 - "What happens to information after 30 days if no reconnection?"
 - Often the device will actually store more than 30 days' worth of data in the device memory.
 - When the device memory is full, it preserves the data it has already collected.



RECOMMENDATION FOR CONTRACTOR SELECTION

Date: April 14, 2020

To: Janice Pistor
Contracting Officer

From: Nicole Moyer
Issuing Officer

RE: Evaluation of Proposals Submitted in Response to
Electronic Monitoring Services
RFP 6100047842

PREFACE

The Issuing Office designated to conduct the **Electronic Monitoring Services** procurement has completed its evaluation in accordance with Commonwealth policies and procedures. As further described below, **Attenti US, Inc.** is recommended for selection for contract negotiations for **Electronic Monitoring Services**. This memorandum also documents that all necessary steps were taken in conducting the procurement in accordance with the provisions of the Commonwealth Procurement Code (Code). To the extent that written determinations are required under the Code for any of the following steps and no attached record exists, this memorandum shall serve as written confirmation that such step occurred.

PROCESS

- A. **DETERMINATION TO USE COMPETITIVE SEALED PROPOSAL METHOD:** As set forth in [Bureau of Procurement Policy Directive 2018-1](#), the Secretary of General Services has determined that the competitive sealed proposals process generally is the most practical and advantageous method for awarding contracts to obtain the best value for the Commonwealth. There are no features of this particular Project that are inconsistent with the rationale set forth in BOP Policy Directive 2018-1 and the justification for the use of competitive sealed proposals set forth in BOP Policy Directive 2018-1 is hereby adopted for this Project.
- B. **PUBLIC NOTICE:** Public notice of the RFP was posted on the DGS website on 12/19/2020.
- C. **EVALUATION COMMITTEE:** An evaluation committee was established consisting of agency representatives from both the PA Board of Probation & Parole (PBPP) and Department of General Services (DGS).
- D. **PRE-PROPOSAL CONFERENCE:** A pre-proposal conference was not conducted for this procurement.



- E. **ADDENDA TO THE RFP:** Potential offerors were given the opportunity to submit questions concerning the procurement to the Issuing Office. The official responses to the questions were incorporated into the RFP through the electronic procurement tool.

EVALUATION

- A. **EVALUATION CRITERIA:** The Issuing Office established the relative importance of the major evaluation criteria prior to opening the proposals, consisting of technical 65% and cost 35%. Up to three percent (3%) bonus points were also available for committing to Domestic Workforce Utilization (DW).
- B. **PROPOSAL OPENING:** Proposals were opened in a manner to avoid disclosure of their contents to competing offerors. The technical submittals were distributed to the evaluation committee. The Issuing Office retained the cost submittals until the evaluation committee completed its technical evaluation.
1. Offerors were afforded approximately forty-three days to respond to the RFP. A total of nine (9) proposals were received on or before the due date of 01/30/2020. Two (2) companies responded by stating that they would not be submitting proposals. One (1) proposal was submitted late or otherwise disqualified as non-responsive.
- C. **NON-RESPONSIBLE PROPOSALS:** It was determined that one (1) offeror did not possess the capability to fully perform the contract requirements as set forth in the RFP in all respects and did not demonstrate the integrity and reliability to assure good faith performance, and their proposal was therefore rejected as not responsible.
- D. **RESULTS OF EVALUATION:**
1. The evaluation committee reported the results of its technical evaluation to the Issuing Office.
 2. As indicated in the Overall Scoring, two (2) technical submittals, BI Incorporated and Shadowtrack Technologies Inc. failed to receive the available technical points required to be considered for selection for best and final offers or selection for contract negotiations
 3. The Issuing Office evaluated and scored the cost proposals and combined the technical scores, cost scores, and bonus points.



pennsylvania

DEPARTMENT OF GENERAL SERVICES

- OVERALL SCORING: The overall scoring for this procurement concluded as follows:

<i>Offeror</i>	<i>Technical Score</i>	<i>SDB Score</i>	<i>Cost Score</i>	<i>Domestic Workforce Score</i>	<i>Overall Score</i>
Attenti US, Inc.	650	0	350	30	1030
Sentinel Offender Services, LLC	606.67	0	311.11	30	947.78
Satellite Tracking of People LLC	585	0	313.62	30	928.62
Alcohol Monitoring Systems, Inc.	585	0	299.82	30	914.82
Buddi uS Inc.	541.67	0	336.20	30	907.87
Track Group Inc.	585	0	260.93	30	875.93
<i>Suppliers NOT meeting 75% Technical Threshold</i>					
BI Incorporated	476.67	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	
Shadowtrack Technologies, Inc.	411.67	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	

- HIGHEST OVERALL SCORES: After combining the final technical scores, cost scores and bonus points in accordance with the relative weights assigned to these areas and fixed prior to the opening of the proposals, the proposal submitted by **Attenti US, Inc.** received the highest overall score.
- SMALL DIVERSE BUSINESS AND VETERAN BUSINESS ENTERPRISE COMMITMENTS: The Issuing Office and the Department of General Services' Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) identified this procurement as potentially eligible for the setting of Small Diverse Business (SDB) and/or Veteran Business Enterprise (VBE) participation goals. However, after analyzing the solicitation for subcontracting opportunities and researching available SDB and/or VBE firms to perform commercially useful functions, the Issuing Office and BDISBO determined that the SDB and/or VBE participation opportunities for the scope of work for this procurement are de minimis. Therefore, the Issuing Office and BDISBO declined to set SDB or VBE participation goals for this procurement.
- DOMESTIC WORKFORCE: As part of its proposal, **Attenti US, Inc.**, has certified that all of the work for this project will be performed in the geographical boundaries of the



8. United States or within the geographical boundaries of one of the countries listed in the World Trade Organization (WTO) Government Procurement Agreement.
9. **CONTRACTOR RESPONSIBILITY: Attenti US, Inc.** and its subcontractors required to be disclosed or approved by the Commonwealth have been verified as responsible contractors in accordance with management directives, the Procurement Handbook and the Code, as applicable.

RECOMMENDATION.

As the Issuing Officer, I recommend that **Attenti US, Inc.** be selected for contract negotiations. This recommended selection is based upon the results of the evaluation and review of the proposals as summarized above. Based on the cost submittal of this Offeror, the total value for the initial term of the Contract is \$2,902,297.50.

The term of the contract will be three (3) years with two (2) – one-year additional renewals.

CONTRACTING OFFICER DETERMINATION:

- Based upon the results of the evaluation and the above recommendation, I have determined the proposal submitted by Attenti US, Inc. is the most advantageous to the Commonwealth.
- I disapprove the recommendation.

Janice M. Pistor

05/07/20

Janice Pistor
Chief Procurement Officer

Date

AGENCY HEAD AUTHORIZATION:

Based upon the Contracting Officer's determination, I authorize the Issuing Office to proceed with contract negotiations with Attenti US, Inc.

Kenneth Hess *5/19/20*

Kenneth Hess Date
Deputy Secretary for Procurement



July 13, 2020

Attenti US, Inc.
1838 Gun Hwy
Odessa, FL 33556-3524
jmcclain@attentigroup.com

RE: RFP # 6100047842, Electronic Monitoring Services

Dear Mr. John McClain:

The Commonwealth has evaluated the proposal that your company submitted in response to Department of General Services' RFP Number 6100047842, Electronic Monitoring Services, along with the other submitted proposals. It is my pleasure to inform you that Attenti US, Inc. has been selected for contract negotiations.

Therefore, I invite you for final negotiations and clarifications. Should we need a Skype call, I will contact you to schedule the date and time of the negotiation meeting.

Please provide clarification on the following areas of your proposal:

- Technical Submittal I-4. Tasks, B. Electronic Monitoring Solution – pg. 31. Pursuit Mode - Are the Pursuit Mode increments flexible to allow changes as the program needs change?
- Technical Submittal I.4 Tasks, B. Electronic Monitoring Solution – pg. 35. Onboard Storage and Nonvolatile Memory. What type(s) of information is being stored? Where is the information being stored? What happens to information after 30 days if no reconnection?
- How long does it take to fully charge the units? How long does the charge last?
- Should the technology for audible communication become available, the Commonwealth reserves the right to add this technology to our program and would expect that Attenti US, Inc. would make this available to the Commonwealth.

This letter is not intended to be a binding commitment to contract, nor will the Commonwealth be obligated in any manner until a formal written contract has been executed by all necessary Commonwealth officials.

Please provide a response no later than close of business on Monday, July 20, 2020.

Sincerely,

Nicole Moyer

Nicole Moyer
Issuing Officer

July 15, 2020

Nicole Moyer, Issuing Officer
Pennsylvania Department of General Services
Bureau of Procurement
Forum Place, Floor 6
555 Walnut Street
Harrisburg, PA 17101

Subject: RFP # 6100047842, Electronic Monitoring Services

Dear Ms. Moyer:

Thank you for the letter informing us that Attenti US, Inc. has been selected for contract negotiations. Below are the requested clarifications on our proposal.

- “Technical Submittal I-4. Tasks, B. Electronic Monitoring Solution – pg. 31. Pursuit Mode - Are the Pursuit Mode increments flexible to allow changes as the program needs change?”
 - Pursuit Mode currently allows the user to select a duration of 5 minutes, 15 minutes, 30 minutes, or 1 hour.
 - Attenti is flexible and will provide further configurable options to the State as the program needs change.
- “Technical Submittal I.4 Tasks, B. Electronic Monitoring Solution – pg. 35. Onboard Storage and Nonvolatile Memory.”
 - “What type(s) of information is being stored?”
 - Device storage mirrors that of the server; i.e. all data is stored onboard the tracking device. This includes location points (GPS, Wi-Fi, and TBT), rules, schedules, violation information, and status information.
 - “Where is the information being stored?”
 - The information is stored in nonvolatile flash memory on the device until the AT1 connects with the server.
 - “What happens to information after 30 days if no reconnection?”
 - Often the device will actually store more than 30 days’ worth of data in the device memory.
 - When the device memory is full, it preserves the data it has already collected.

- “How long does it take to fully charge the units? How long does the charge last?”
 - When charged on a daily basis, the AT1 takes approximately one to two hours to fully charge.
 - A full charge lasts approximately 40 hours; the charge lasts longer when used with the Beacon.
- “Should the technology for audible communication become available, the Commonwealth reserves the right to add this technology to our program and would expect that Attenti US, Inc. would make this available to the Commonwealth.”
 - Attenti offered the Commonwealth the option of audible communication via our 2-Piece GPS device within our response. We will be happy to provide this option.
 - Attenti understands and agrees that if the technology for audible communication becomes available for the 1-Piece device, the Commonwealth reserves the right to add this technology to your program.

Please let me know if you need further information.

Sincerely,

Attenti US, Inc.



Paul Drews
Vice President of Sales

IRAN FREE PROCUREMENT CERTIFICATION FORM


(Pennsylvania’s Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i> Attenti US, Inc.	
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Arnold Roese, Vice President and General Manager	<i>Date Executed</i> January 29, 2020

OPTION #2 – EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

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

I, Arnold Roese, V.P. & GM [title] of Attenti US, Inc. [name of Contractor] a Delaware [place of incorporation] corporation or other legal entity, ("Contractor") located at 1838 Gunn Highway, Odessa, FL 33556 [address], having a Social Security or Federal Identification Number of [REDACTED], do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

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

OR

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

[Use additional sheets if necessary]

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

Attest or Witness:

Mitzi Shilling
January 29, 2020
Signature/Date

Mitzi Shilling, Contract Manager
Printed Name/Title

Attenti US, Inc.
Corporate or Legal Entity's Name
Arnold Roese
January 29, 2020
Signature/Date

Arnold Roese, Vice President and General Manager
Printed Name/Title

Trade Secret/Confidential Proprietary Information Notice

Instructions:

The Commonwealth may not assert on behalf of a third party an exception to the public release of materials containing information believed to be exempt from public disclosure, including trade secrets or confidential proprietary information, unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information. In addition, in order to protect the safety and security of individuals, infrastructure, and information technology systems, the Commonwealth requires third parties to designate as confidential any information submitted by the third parties that, if disclosed, would be reasonably likely to jeopardize safety or security.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The Commonwealth will not provide a submitting party any advice with regard to Pennsylvania's *Right-to-Know Law*, [65 P.S. §§ 67.101—67.3104](#), or laws relating to trade secret or confidential proprietary information.

Name of submitting party:

Attenti US, Inc.

Contact information for submitting party:

John McClain, Sales Manager
Attenti US, Inc., 1838 Gunn Highway, Odessa, FL 33556
[REDACTED]; Email: jmclain@attentigroup.com

Please provide a brief overview of the materials that you are submitting (e.g. bid proposal, quote, grant application, statement of work, technical schematics):

Bid Proposal

Please provide a brief explanation of why the materials are being submitted to the Commonwealth (e.g. response to bid, RFP or RFQ #12345, application for grant XYZ being offered by the Department of Health, documents required to be submitted under law ABC):

Response to RFP Number 6100047842
RFP for Electronic Monitoring Services being offered by the Commonwealth of PA. Documents submitted under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et. seq. Attenti's proposal contains confidential proprietary information and trade secrets. Submitted 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.

Please indicate if any information has been included that you believe is exempt from public disclosure by checking the appropriate box below: (Note: Financial information submitted in response to an RFP or IFB to demonstrate economic capability is exempt from public disclosure in accordance with Section 708(b)(26) of the Right-to-Know Law, 65 P.S. 67.708(b)(26)).

- No information has been included that I believe is exempt from public disclosure.
- Information has been included that I believe is exempt from public disclosure.

Please provide a list detailing which portions of the material being submitted you believe are exempt from public disclosure. This includes trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure, or information technology system. Please provide an explanation of why you think those materials constitute a trade secret, confidential or proprietary information, or why disclosure of those materials would be reasonably likely to jeopardize safety or security. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)

Note: Without substantial justification, the following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor’s cost response.
- Information submitted as part of a vendor’s technical response or statement of work that does not implicate safety and security, or pertain to specific business practices or product specification.
- Information submitted as part of a vendor’s technical or small diverse business and small business response that is otherwise publicly available or otherwise easily obtained.
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth.

<u>Page Number</u>	<u>Description</u>	<u>Explanation</u>
6	State and Other Government Contracts	Given the nature of our customer base, information concerning customers and contracts cannot be released without divulging what amounts to criminal intelligence information. Additional concern is the potential for it to fall in the hands of our competitors and be used to a proposer’s detriment. For the same concern, the list of State and Other Government Contracts also constitute a trade secret.
9	Organizational Chart	Given the nature of our customer base, information concerning the Organizational Chart cannot be released without divulging what amounts to criminal intelligence information. Additional concern is the potential for it to fall in the hands of our competitors and be used to a proposer’s detriment.
Attachment A	1 Piece (AT1) with Beacon Presentation	Given the nature of our customer base, information concerning this presentation cannot be released without divulging what amounts to criminal intelligence information. Additional concern is the potential for it to fall in the hands of our competitors and be used to a proposer’s detriment.
Attachment B	Sample Invoice and Back-up Documentation	Given the nature of our customer base, information concerning the sample invoice and backup documentation cannot be released without divulging what amounts to criminal intelligence information. Additional concern is the potential for it to fall in the hands of our competitors and be used to a proposer’s detriment.
Attachment C	Business Continuity Plan	Given the nature of our customer base, information concerning the Business Continuity Plan cannot be released without divulging what amounts to criminal intelligence information. Additional concern is the potential for it to fall in the hands of our competitors and be used to a proposer’s detriment. For the same concern, the Business Continuity Plan also constitute a trade secret.

Acknowledgment

The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure or information technology system, where that data or information has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret, confidential or proprietary, or would be reasonably likely to result in a safety or security risk if disclosed. The undersigned also agrees to indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned's claim that the information is trade secret, confidential, proprietary or is reasonably likely to result in a safety or security risk if disclosed, if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret, confidential, or is otherwise exempt. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret, is confidential or proprietary, or is otherwise exempt, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.



Signature

V.P. & General Manager

Title

January 29, 2020

Date