

**ELECTRONIC MONITORING SERVICES
INVITATION FOR BID (IFB) 6100029005**

CONTRACT SCOPE/OVERVIEW:

This contract will cover the Commonwealth of Pennsylvania's requirements for Electronic Monitoring Services, Rental of Equipment and Repair/Replacement Parts. Under this contract Commonwealth agencies will also be able to obtain Monitoring Services and Repair/Replacement Parts for Commonwealth-owned equipment. The following categories will be included on this Contract:

Monitoring Services: Contractors will be required to provide, at a minimum, the following types of monitoring services regardless of whether the equipment is rented from the Contractor or Commonwealth-owned. The discounted monitoring rates provided as identified below in the Bidding Section will apply to rented and Commonwealth-owned equipment.

- 1) Radio Frequency (RF) Monitoring of Offenders
- 2) Global Positioning Systems (GPS) Satellite Monitoring and Remote Tracking Services of Offenders
- 3) Remote Alcohol Monitoring of Offenders
- 4) Biometric Voice Verification: Contractor Provided Voice Analysis and Remote Compliance Monitoring of Offenders

Equipment Rental: Contractors will provide, at a minimum, the following types of equipment for rental. Contractors will be required to provide discounted rates of rental for these equipment types, as identified in the Bidding Section below.

- 5) Radio Frequency (RF)
- 6) Global Positioning Systems (GPS)
- 7) Remote Alcohol Monitoring

Repair/Replacement Parts: The Commonwealth currently owns Electronic Monitoring Equipment which through continued use may require repair/replacement parts. Contractors will provide discounted rates as identified in the Bidding Section below.

- 8) Repair/Replacement Parts for Commonwealth-owned Equipment

This contract **does not** include the procurement of new equipment. Commonwealth agencies will purchase new equipment through a separate competitive procurement procedure when necessary.

BIDDING:

Bidders are to complete Attachment A, Bid Sheet. Enter percentage (%) discounts from Manufacturer's current published price list for each Manufacturer's line of products you intend to provide. Bidders may offer one or varied discounts across each Category for each Manufacturer's line. However, Bidders may only offer one discount per category within a manufacturer's line. The discount must contain a numeric figure not to exceed two (2) decimal places, i.e. 28.75%. Bidders are not required to bid on all categories. Bidders may be the Manufacturer/Original Equipment Manufacturer (OEMs) or an authorized dealer. Bidders **must submit** their completed Attachment A, Bid Sheet (all tabs) in order for their bid to be considered responsive.

**ELECTRONIC MONITORING SERVICES
INVITATION FOR BID (IFB) 6100029005**

METHOD OF AWARD:

The Contract will be a multiple award to all responsive and responsible bidders. Award of a Contract to a bidder is not a guarantee of business. Using agencies must solicit quotes from all awarded Contractors who can provide the required Manufacturer's services and products. The using agency will select a Contractor based on a Best Value Determination. Upon selection the awarded Contractor will receive a Purchase Order (PO) and will be responsible for submitting invoices for payment in accordance with the Contract Terms and Conditions or special instructions identified on the PO.

BEST VALUE DETERMINATION:

Using agencies will be required to issue a Request for Quotations (RFQ) to all Contractors who can provide the required services and equipment. Price will be used as the primary best value factor but other considerations, such as product specifications, delivery times, availability and Monitoring Center location may also be considered. The using Agency must specify the Best Value Determination criteria on the RFQ. In response to an RFQ, Contractors may quote a price which is equal to the discount from the submitted price list which is identified on their contract or a greater percentage discount from price list.

DOMESTIC WORKFORCE UTILIZATION CERTIFICATION:

To the extent that any services could be performed outside of the geographical boundaries of the United States, the Bidder will be required to certify that those services will be performed exclusively within the geographical boundaries of the United States or specify the percentage of the direct labor that will be performed outside the United States. The certification form is included with the IFB and must be completed and returned by the Bidder. The Contracting Agency will use the certification in making a best value selection.

MANDATORY REQUIREMENTS:

Implementation and Training: Contractor shall provide onsite training relating to the use of equipment, software, trouble shooting, and report analysis upon system rollout or any time for equipment hardware and software enhancements or modification due to any releases or upgrades.

- 1) Contractor shall develop and provide on-site training for Agency staff on the operational use of the system and the use of all associated equipment and services. Additional on-site training of Agency staff shall occur within one (1) week of the request.
- 2) Contractor shall be prepared to provide initial orientation training and ongoing monthly training as needed. In addition, after implementation training, the Contractor shall provide additional training by the Contractors' staff at a minimum of one time per year for Agency staff or training shall be performed on a mutually agreed upon schedule at the Agencies designated locations with final approval by the Agency Program Manager or designee.
- 3) Contractor shall provide training and/or user manuals upon each Officer's initial orientation training in soft file format, such as PDF, at the request of the Agency. All training and all associated training manuals shall be provided at no cost to the Agency.
- 4) Contractor must provide written end user procedures enabling the Department of Corrections' personnel to install and service all equipment provided.

Technical Support: Contractors must be able to provide at a minimum the following:

- 1) Contractor shall provide a solution center that is operational 24-hours / 7 day a week.
- 2) The Contractor solution center shall be accessible via a toll free number
- 3) The Contractor solution center shall be secure

**ELECTRONIC MONITORING SERVICES
INVITATION FOR BID (IFB) 6100029005**

- 4) The Contractor must ask and receive agency name and password before offering assistance

Notification: Contractor shall send "real time" group email notifications of any violations/infractions made by tracking offender. These group email recipients will be listed on the Contractors secure web site.

Reports: Contractors must be able to provide at a minimum the following:

- 1) System report functionality must allow the agencies to generate reports directly from the Contractors' database through a secure internet site.
- 2) To ensure that reports are accurate and timely, the systems database shall be updated in real time ensuring all report data is current when viewed and or downloaded by the agency personnel.
- 3) All reports must have the capability of being queried, sorted or filtered by any field contained in the report or by data parameters, as applicable, and reports shall be readable on screen, printable and shall be downloadable into Microsoft© Excel format.

PRICING AND PRODUCT UPDATES:

The Bidder(s) % discount will be in effect for the term of the contract including any renewal terms. The Bidder's identified price lists will be in effect for the initial term of the Contract, as identified in the Contract Terms and Conditions. At renewal time Contractors are permitted to submit new manufacturer's price lists reflecting new and/or discontinued products and technologies.

ADD/DELETE:

DGS reserves the right to add or delete categories of service on this Contract at the Commonwealth's discretion. In the event that a new category of service should be added or deleted, the following procedures will be followed.

- a) ADDITION: A supplemental bid will be issued to add categories of service.
- b) DELETION: Contractors will be notified in writing of any categories of service which are being deleted from the Contract.

VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING:

Notwithstanding any other provision in this Contract to the contrary, if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards, and provided further that the Commonwealth can demonstrate that the virus or malicious, mischievous or destructive programming was introduced by the Contractor or any of its employees, subcontractors or consultants, the Contractor shall be liable for any damage to any data and/or software owned or licensed by the Commonwealth. The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor, its servants, agents or employees through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.). In the event of destruction or modification of software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restores the Commonwealth's software, and be liable to the Commonwealth for any resulting damages. The Contractor shall be responsible for reviewing

**ELECTRONIC MONITORING SERVICES
INVITATION FOR BID (IFB) 6100029005**

Commonwealth software security standards in effect at the commencement of the Contract and complying with those standards. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.

The Contractor shall perform a security scan on any software or computer program developed by the Contractor or its subcontractors in a country other than the United States of America that may come in contact with the Commonwealth's software or computer networks. Contractor shall perform such security scan prior to introducing any such software or computer program into a Commonwealth development environment, test environment or production environment. The results of these security scans will be provided to the Commonwealth prior to installing into any Commonwealth development environment, test environment or production environment. The Commonwealth may perform, at its discretion, additional security scans on any software or computer program prior to installing in a Commonwealth environment as listed above.

The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Contractor to provide services to the Commonwealth that will be connected to a Commonwealth network for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made. The Commonwealth shall not install any software or monitoring tools on the Contractor's equipment without the Contractor's written consent to do so.

The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing services to the Commonwealth. It is understood that the Contractor may not install the software on any computing device not being used to provide services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Contract.

Neither the Commonwealth nor the Issuing Agency will be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

SECURITY: (For Department of Corrections' Deliveries Only.)

All Contractors or their sub-Contractors who utilize regular delivery transportation must submit clearance checks through the original Contractor for all drivers (*regardless if delivery is inside or outside of the fence*). Common carriers will not be required to render clearance checks; however, they are subject to search and escort procedures. ALL CARRIERS reporting to outside warehouses must secure their vehicle (*windows closed and doors locked*), sign in at warehouse and wait for further directions from Correctional staff.

http://www.cor.state.pa.us/portal/server.pt/community/clearance_request/20648

RECEIVING:

It is required that the Contractors communicate and confirm special delivery requirements and/or instructions. Delivery scheduling must be communicated on an individual basis, per agency, due to various receiving hours and warehouse requirements. Non-compliance of this communication will result in possible rejection of delivery.

MINIMUM ORDER:

There is no minimum order requirement for this contract.

**ELECTRONIC MONITORING SERVICES
INVITATION FOR BID (IFB) 6100029005**

BLANKET PURCHASE ORDERS:

Using Agencies may issue Blanket Purchase Orders against this Contract. Such orders may cover all anticipated requirements for a set period of time (i.e., month, quarter, year, etc.) These orders constitute the Contractor's authority to provide services for the identified period of time specified on the purchase order. All Blanket 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 Blanket Purchase Order and the Contract.

The period of performance under any Blanket Purchase Order can extend beyond the expiration date of the Contract, but cannot exceed the performance time periods specified in the Blanket Purchase Order. While no Blanket Purchase Orders can be issued under the Contract after the expiration date, the Contract does not expire and continues to be in effect for all existing Purchase Orders until the performance time periods of the existing orders have expired. Each Blanket Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

CONTRACTING OFFICE:

This contract is administered by the Commonwealth of Pennsylvania, Department of General Services, Bureau of Procurement. All inquiries should be referred to:

Jeff Henry, Contracting Officer
Department of General Services
Bureau of Procurement
6th Floor 555 Walnut Street
Harrisburg, PA 17101-1914
Telephone: (717) 346-3847
Facsimile: (717) 783-6241
Email: jefhenry@pa.gov