

**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 and Commonwealth-owned equipment. The proposed solution must include, at a minimum, the following:

- a. Conduct current, real time tracking of active devices;

- b. Be remotely alarmed (both audibly and by vibration);
- c. Waterproof devices/cuffs;
- d. Have the ability to provide Non-Secure straps/cuffs that are secured to the device with screws and not plastic clips;
- 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***