

**AGREEMENT
(UTILIZING WSCA-NASPO STATE OF WASHINGTON CONTRACT # 00212)
BETWEEN
THE CITY OF JACKSONVILLE
AND
3M ELECTRONIC MONITORING, INC.
FOR
ELECTRONIC MONITORING OF OFFENDERS**

THIS AGREEMENT is made and entered into in duplicate this 30 day of March, 2015 (hereinafter the "Effective Date"), by and between the CITY OF JACKSONVILLE (hereinafter the "CITY"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and 3M ELECTRONIC MONITORING, INC. (hereinafter the "Contractor"), a foreign profit corporation authorized to do business in Florida with principal office at 1838 Gunn Highway, Odessa, Florida 33556, for Electronic Monitoring of Offenders.

RECITALS:

WHEREAS, effective June 4, 2013, the State of Washington entered into WSCA-NASPO State of Washington Contract Number 00212 (hereinafter the "State Contract"), attached hereto as **Exhibit A** and incorporated herein by this reference, with Contractor; and

WHEREAS, said State Contract is in full force and effect until December 31, 2016, with multiple annual renewals as determined to be in the best interest of the State of Washington not to exceed ten years, and has been competitively procured and awarded by the State of Washington as contracting authority according to law; and

WHEREAS, the Jacksonville Procurement Code, more particularly Section 126.211, *Ordinance Code*, authorizes and allows CITY to use *inter alia* contracts of other governmental entities, including those of other states, which have been competitively procured and awarded; and

WHEREAS, the State Contract is broad enough to include the Scope of Work, attached hereto as **Exhibit B** and incorporated herein by this reference, and Contractor has agreed to allow CITY to use the State Contract; and

WHEREAS, it is in the best interests of the parties to use the State Contract and to add those contractual provisions CITY is required to use by ordinance or policy; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the parties agree as follows:

ARTICLE 1: Incorporation of Recitals

The above-stated recitals are accurate, true, and correct and are made a part hereof and are incorporated herein by this reference.

ARTICLE 2: Engagement of Contractor

CITY hereby engages Contractor and Contractor hereby accepts said engagement for the purposes of performing the work set forth in the Scope of Work and of providing to CITY Electronic Monitoring of Offenders (the “Services”) in accordance with the other provisions required by law, ordinance, or policy for CITY contained in this Agreement. With respect to the Services, the provisions, terms, and conditions of the State Contract shall apply unless specifically preempted herein. Therefore, any conflict between the provisions of this Agreement and those in the State Contract shall be resolved in favor of this Agreement but only to the extent of any conflict.

ARTICLE 3: Coordination and Services Provided by CITY

CITY shall designate for the System received a Project Coordinator who will, on behalf of CITY, coordinate with Contractor and administer this Agreement according to the terms and conditions contained herein and in the exhibits attached hereto and made a part hereof. It shall be the responsibility of Contractor to coordinate all Services-related activities with the designated Project Coordinator. CITY’s Project Coordinator shall be Director Tara Wildes, Jacksonville Sheriff’s Office (Telephone: 904-630-5779; Email: Tara.wildes@jaxsheriff.org).

ARTICLE 4: Duration of Agreement/Pricing Available to Other Entities

The term of this Agreement shall commence on the Effective Date and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein through December 31, 2016, with multiple renewal options not to exceed ten (10) years based on authorized State of Washington renewals, unless sooner terminated as provided in Exhibit A. During said period of time, the Services provided hereunder shall be available to all using agencies and other political subdivisions, boards, agencies, or authorities existing in Duval County that may desire to purchase the same at the contract price provided herein.

ARTICLE 5: Payments for Services of Contractor

5.1. CITY will compensate Contractor for the Services provided hereunder by contract payment.

5.2. The maximum indebtedness of CITY for all fees, reimbursable items, or other costs for the Services provided by Contractor pursuant to this Agreement shall not exceed the sum of ONE HUNDRED THIRTY-EIGHT THOUSAND and 00/100 USD (\$138,000.00).

ARTICLE 6: Notice

Notice to CITY under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

Director Tara Wildes
Jacksonville Sheriff's Office
501 East Adams Street
Jacksonville, Florida 32202

Gregory Pease
Procurement
Ed Ball Building
214 North Hogan Street, 8th Floor
Jacksonville, Florida 32202

Notice to Contractor under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

Paul Drews, Vice President of Strategic Accounts
3M Electronic Monitoring, Inc.
1838 Gunn Highway
Odessa, Florida 33556

ARTICLE 7: Laws, Ordinances, Rules, and Regulations

As required by Section 126.108(b), *Ordinance Code*, in providing the Services, Contractor must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law) and Section 286.011, Florida Statutes (the Florida Sunshine Law) as they apply to the Services contemplated in this Agreement. If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this Article 7 shall be incorporated into and become a part of the subcontract.

ARTICLE 8: Conflict of Interest

The parties will follow the provisions of Section 126.112, *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with CITY to the extent the parties are aware of the same.

ARTICLE 9: Confidentiality

Subject to applicable Florida law, all confidential or proprietary information and documentation relating to either party (including, without limitation, any information or data stored within Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Agreement, provided the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with Florida law. The provisions of this article shall not apply to any information that (a) is lawfully in the public domain, (b) has been independently developed by the other party without violation of this Agreement, (c) was already in the possession of such party, (d) was supplied to such party by a third party

lawfully in possession thereof and legally permitted to disclose the information, or (e) such party is required by law to disclose.

ARTICLE 10: Prompt Payment

As required by Chapter 126, Part 6, *Ordinance Code*; provided however, if Contractor does not use JSEB or MBE subcontractors, as identified below, this Article 10 shall not apply:

10.1 *Generally*. When Contractor receives payment from CITY for labor, services, or materials furnished by subconsultants or subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subconsultants, subcontractors, and suppliers within fifteen (15) calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subconsultants, subcontractors, and suppliers. In the event of such dispute, Contractor may dispute the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subconsultant, subcontractor, or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to CITY and said subconsultant, subcontractor, or supplier within ten (10) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this article.

10.2. *Jacksonville Small Emerging Business Enterprise ("JSEB") and Minority Business Enterprise ("MBE") Participation*. Notwithstanding Chapter 126, Part 6, *Ordinance Code*, Contractor shall pay all contracts awarded with certified JSEB's and MBE's, as defined therein, their pro rata share of their earned portion of the progress payments made by CITY under this Agreement within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB's or MBE's from all prior payments Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB's and MBE's if such payments have been made to Contractor. If Contractor withholds payment to its certified JSEB's or MBE's, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB's or MBE's whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to CITY and said JSEB's or MBE's within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within

the time limits imposed in this Article 10. The failure to pay undisputed amounts to the JSEB's or MBE's within seven (7) business days shall be a breach of this Agreement, compensable by one per-cent (1%) of the outstanding invoice being withheld by CITY, not as a penalty but as liquidated damages to compensate for the additional contract administration by CITY.

10.3. *Third Party Liability.* The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between CITY and any subconsultant, subcontractor, supplier, JSEB, MBE, or any third party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of Contractor's contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may (i) issue joint checks and (ii) charge Contractor a 0.2% daily late payment interest charge or the charges specified in said Chapter 126, *Ordinance Code*, for JSEB's or MBE's and in Chapter 218, Florida Statutes, for non-JSEB's or non-MBE's, whichever is greater.

ARTICLE 11: Limitations of Liability

Neither CITY nor Contractor shall be liable for any speculative or unforeseeable damages under any theory of relief, including, without limitation, breach of warranty, breach of contract, tort (including negligence), strict liability, or otherwise, arising out of or related to CITY's or Contractor's acts or omissions. For all other damages arising out of or related to this Agreement, Contractor will not be liable for more than 200% of the amount equivalent to the fees paid and payable by CITY to Contractor under this Agreement. The foregoing limitations of liability do not apply to (i) injury to third parties and third party property, (ii) claims arising under any of the indemnity or warranty provisions of this Agreement, or (iii) claims covered by any insurance policies or bonds required under this Agreement up to the amount of the required coverage. These limitations of liability are in no way to be construed as a waiver or limitation by CITY of its sovereign immunity accorded by the Florida Constitution as codified in § 768.28, Florida Statutes.

ARTICLE 12: Non Discrimination

As required by Section 126.404, *Ordinance Code*, the Contractor represents that it has adopted and will maintain a policy of non discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age, or handicap in all areas of employment relations throughout the term of this Agreement. The Contractor agrees that on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission or successor agency or commission for the purpose of investigation to ascertain compliance with the non discrimination provisions of this Agreement;

provided however, that Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the day and year first above written. Contractor agrees that if any of the Services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Article 12 shall be incorporated into and become a part of the subcontract.

ARTICLE 13: Governing Law/Venue

This Agreement is governed by the laws of the State of Florida and the ordinances of the City of Jacksonville. Venue for any action arising under this Agreement shall lie exclusively in the appropriate state court in Duval County, Florida. No dispute arising out of this Agreement shall be submitted for resolution through mediation.

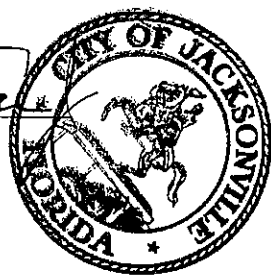
ARTICLE 14: Counterparts:

The parties agree that for the execution of this Agreement time is of the essence. Therefore, this Agreement and all amendments thereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties further agree that facsimile ("fax") transmission of all signatures with originals to follow shall constitute and be evidence of an executed Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

By James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary



CITY OF JACKSONVILLE:
By Cleveland Ferguson III
Alvin Brown, Mayor Deputy Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2015-01

WITNESS:

By Mitzi Shilling
Signature
Mitzi Shilling
Type/Print Name
Contract Coordinator
Title


3M ELECTRONIC MONITORING, INC.
By Angela B. Dreis
Signature
Angela B. Dreis
Type/Print Name
US Sales and Marketing Leader
Title

Encumbrance and funding information for internal City use:

Account SHCO011PRCC - 04402

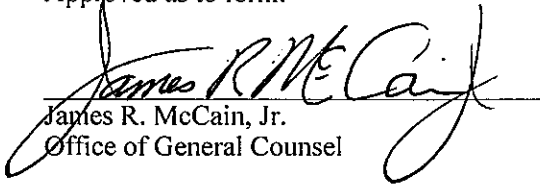
Total Amount. . . . \$138,000.00

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance(s) shall be made by subsequent purchase order(s) as specified in said Contract.



Director of Finance
City Contract # 10096
RB

Approved as to form:



James R. McCain, Jr.
Office of General Counsel

Exhibit A
State Contract

Exhibit A

State of Washington
DEPARTMENT OF ENTERPRISE SERVICES
Master Contracts & Consulting
1500 Jefferson, PO Box 41017 • Olympia, Washington 98504-1017 • (360) 902-7400
<http://www.des.wa.gov>

RFP Amendment 4

RFP Reference #: Reissued - 00212

Title: Electronic Monitoring of Offenders

Amendment Number: 4

Date Issued: November 28, 2012

This RFP is amended as follows:

Purpose: Modify the RFP document.

As a result of the number of changes identified in RFP Amendment #3, end of the year holidays and employee vacations, and to assure vendors have adequate time to prepare their proposals the Proposal Due Date has been rescheduled from December 12, 2012, to January 11, 2013 – 2:00 PM.

Please apply this change to your copy of the RFP solicitation document.

This Amendment may (but is not required) be submitted with the bidder's proposal response. All other terms, conditions, and specifications remain unchanged.

Previously scheduled proposal due date and time

December 12, 2012 - 2:00 PM

New proposal due date and time

January 11, 2013 – 2:00 PM

11/28/12

Signed (Robert Paulson, Jr., C.P.M.)
Procurement Coordinator

Date signed

Bidder may complete the following:

Company: _____

Authorized Representative: _____

Federal ID #: _____

Address: _____

Phone/Fax/E-mail: _____

Signature (optional)

Date

State of Washington
DEPARTMENT OF ENTERPRISE SERVICES
Master Contracts & Consulting
1500 Jefferson, PO Box 41017 • Olympia, Washington 98504-1017 • (360) 902-7400
<http://www.des.wa.gov>

RFP Amendment 3

RFP Reference #: Reissued - 00212

Title: Electronic Monitoring of Offenders

Amendment Number: 3

Date Issued: November 19, 2012

This RFP is amended as follows:

Purpose: Modify the RFP document.

As a result of discussions during the pre-proposal conference held September 25, 2012 at the Department of Enterprise Services and vendor questions received following the conference, the RFP solicitation document will be amended as follows. Please apply the changes/revisions listed on the following pages to your copy of the RFP document.

Additionally, to assure vendors have adequate time to prepare their proposals after receipt of this amendment and due to the upcoming Thanksgiving holiday, the Proposal Due Date has been rescheduled from December 5, 2012, to December 12, 2012 – 2:00 PM.

Proposers are to complete and return this amendment with their proposal. All other terms, conditions, and specifications remain unchanged.

**Previously scheduled proposal due
date and time**

December 5, 2012 - 2:00 PM

New proposal due date and time

December 12, 2012 – 2:00 PM

11/19/12

Signed (Robert Paulson, Jr., C.P.M.)
Procurement Coordinator

Date signed

Bidder to complete the following:

Company: _____

Authorized Representative: _____

Federal ID #: _____

Address: _____

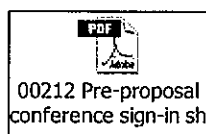
Phone/Fax/E-mail: _____

Signature

Date

Comments:

1. Vendor questions received following the September 25, 2012 pre-proposal conference have been reviewed and changes/revisions to the RFP document are provided below. Questions asking for an explanation, confirmation, or clarification most often were not responded to because it was determined an answer was unnecessary or the issue was already adequately addressed within the RFP document.
2. When Vendors submit their proposals, they may use a copy of APPENDIX G CUSTOMER REFERENCE QUESTIONNAIRE previously published in an earlier version of the RFP. Questionnaires returned to the vendor for inclusion in its proposal may be a faxed or scanned document rather than an original document.
3. In APPENDIX F PRICE WORKSHEETS an Optional Services table has been provided for each category of monitoring service. Vendors may use the table provided or may restructure the table as they think best to describe the optional service(s) being offered. There is no specific form or format that these tables must follow.
4. Provided below is an embedded pdf file listing the vendors who attended the September 25, 2012 pre-proposal conference.



Please make the following changes/revisions to your copy of the RFP document.

- Page 18 Part I Solicitation Document, Section **4.15 DESCRIPTIVE LITERATURE**, in the first sentence, replace “shall” with “may”.
- Page 19 Part I Solicitation Document, Section **4.17 SPECIFICATIONS**, in the first paragraph change the next to last sentence to read “Descriptive literature (without page limitation) should also be provided as deemed necessary by the Bidder and may be submitted as an attachment.”
- Page 20 Part I Solicitation Document, Section **5.1 BIDDER’S COMPANY EXPERIENCE AND HISTORY**, add the following new paragraph to this section. “Although the Bidder’s response will not be scored, this information will provide evaluators a quick summary and overview of the company’s background and experience in providing electronic monitoring of offender services and will provide a meaningful context within which to consider the company’s stability and strength.”
- Page 20 Part I Solicitation Document, Section **5.5 USE OF SUBCONTRACTORS**, change the last sentence in paragraph two to read as follows: “Bidder shall complete this section of Appendix D Bidder Information and Profile for subcontractors known at the time of proposal submission who will be utilized during Contract start-up.”
- Pages 26-28 Part I Solicitation Document, Section **8.2.7 Cost/Price Evaluation**, under each of the following sections - **Category 1 Radio Frequency (RF) Electronic Monitoring**, **Category 2 Alcohol Monitoring Equipment and Service and Alcohol Transdermal Monitoring Equipment and Service**, and **Category 3 Satellite Monitoring and Remote Tracking Service (Global Positioning System or GPS)**, (for both one-piece body-attached device and multi-piece device system) - delete the words “by 24 (hours per day) and then multiplied”.

- Page 27 Part I Solicitation Document, Section **8.2.7 Cost/Price Evaluation**, under **Category 2 Alcohol Monitoring Equipment and Service and Alcohol Transdermal Monitoring Equipment and Service**, in the first group of bullets replace the fourth bullet with the following revised wording: "For Alcohol Monitoring about half use a landline home unit and half use a cellular home unit; and for Alcohol Transdermal Monitoring about twenty percent use a landline home unit and eighty percent use a cellular home unit."
- Page 28 Part I Solicitation Document, Section **8.2.7 Cost/Price Evaluation**, under **Category 3 Satellite Monitoring and Remote Tracking Service (Global Positioning System or GPS)**, (for both **one-piece body-attached device and multi-piece device system**), in the first group of bullets change the fourth bullet to read: "Approximately 75% of the equipment/service is for active mode tracking, 5% of the equipment/service is for Hybrid (with a service plan that collects a tracking point once every minute and reports information via the cellular network at least once every 30 minutes) mode tracking, and 20% of the equipment/service is for passive mode tracking."
- Page 28 Part I Solicitation Document, Section **8.2.7 Cost/Price Evaluation**, under **Category 3 Satellite Monitoring and Remote Tracking Service (Global Positioning System or GPS)**, (for both **one-piece body-attached device and multi-piece device system**), in the second group of bullets change the first and second bullets to read: "Estimated total annual price/cost for equipment and monitoring services (active, hybrid or passive), plus" In the second bullet delete the word: "plus" and insert a period. Delete the third and fourth bullets.
- Page 42 Part II Model Contract, Section **5.7 TREATMENT OF ASSETS**, add the following new paragraph to paragraph one (1) of this section. "Title to monitoring equipment or accessories furnished by the Contractor and leased by the Purchaser does not pass to the Purchaser during the performance of this Contract."
- Page 42 Part II Model Contract, Section **6.1 ADVANCE PAYMENT PROHIBITED**, add the following sentence to the first paragraph. "This language shall not prohibit Contractor from collecting advance payments from program participants as part of offender-funded programs, when contracted to do so with a Purchaser/Participating Entity."
- Page 76 **APPENDIX D BIDDER INFORMATION AND PROFILE, Paragraph 9 Vendor Requirements/General Experience:** Just under the header, insert the following wording, "Only USA Agencies may be listed. International customers/agencies may not be listed."

APPENDIX E SPECIFICATIONS

- Pages 83 - 104 **CATEGORY 1 – RADIO FREQUENCY (RF) CONTINUOUS SIGNALING ELECTRONIC MONITORING SERVICE**
- Section 1.3 Under **Description** change to read: "The proposed monitoring device must have been installed and in use on at least an aggregate of 500 offenders through one or more contracts with State, Federal or local government agencies. This experience must include at least six (6) months of active monitoring for the model offered in response to this RFP. The Vendor's experience shall have been met with the vendor acting as the prime contractor in providing all of the above service. Identify these agencies, volumes and devices in your proposal response."
- Section 2.1 Under **Description** change to read: "The Monitoring Center Facility and Services must have been in use for at least six (6) consecutive months through one or more contracts with State Government agencies at

the time of proposal submittal. This experience shall be with the same government agencies listed in Item 1.3. The Vendor shall have been the prime contractor for any contract services performed by any subcontracted monitoring service center or help-desk facility.”

- Section 2.6 Delete the word “staffed” in the first sentence.
- Section 2.7 Delete all the wording of this section and insert the word “Deleted.”
- Section 2.9 Under **Description** change to read: “The Vendor shall have written operational and procedure manuals and disaster recovery plans for the Monitoring Center(s) (all locations). All revisions/updates by the Vendor to such manuals shall be forwarded to the Agency as they occur. The Agency will review such manuals and plans to ensure the integrity of the electronic monitoring system is maintained. While it is not necessary for the vendor to submit these documents with proposal, they must be provided to any requesting agency post award.”
- Section 2.10 Under **Description** change to read: “The system will synchronize with daylight savings time.”
- Section 2.31 Under **Description** change to read: “The Vendor shall maintain security policies and procedures for its network security, application security, data transmission security, data storage security, and physical security. While it is not necessary for the vendor to submit these documents with proposal, they must be provided to any requesting agency post award.”
- Section 2.34 Under **Description** change to read: “The Vendor shall maintain a written Disaster Recovery Plan to cover power failures, telephone system failures, local equipment failures, flood or fire at the Monitoring Center and Data Center continued continuity of operations. While it is not necessary for the vendor to submit these documents with proposal, they must be provided to any requesting agency post award.”
- Section 3.9 Under **Description** change to read: “Vendors shall not employ felons in the performance of this contract. Upon Agency request, Vendor shall provide a copy of employee background check procedures. While it is not necessary for the vendor to submit these documents with proposal, they must be provided to any requesting agency post award.”
- Section 4.13 In the second sentence delete the words “and may be provided for an additional service fee”.
- Section 6.7 Under **Description** change to read: “On-demand (user defined date range) report containing the serial numbers of each Transmitter, Receiver and Mobile Receiver (Drive By) reported lost, absconded, stolen or not recovered from each region and office during the report week;”
- Section 7.2 Under **Description** change to read: “The Vendor shall provide an Inventory Control Plan / Reports subject to Agency approval to maintain accurate inventory of both active and spare equipment. While it is not necessary for the vendor to submit these documents with proposal, they must be provided to any requesting agency post award.”
- Section 7.4 Under **Description** change to read: “Vendor shall provide initial on-site training by experienced staff with thirty (30) days of start of Agency’s contract, unless an alternate training schedule is agreed upon. Additional on-site training via webinar shall be provided within 48 hours of request. Ongoing training shall be provided as agreed mutually between vendor and agency.”
- Section 7.6 Delete all the wording of this section and insert the word “Deleted.”

- Section 8.15 Add the following new sentence to the end of the paragraph: "At least one tool kit will be included for each 25 units in use."
- Section 8.18 Replace the word "shall" with the word "should".
- Section 9.1 Delete all the wording of this section and insert the word "Deleted."
- Section 9.2 Under **Description** change to read:"At no additional cost to the Agency the Vendor shall supply replacements for lost, stolen and damaged equipment equal to five (5%) percent of the Agency's active units for offenders on an annualized basis. Detail cost to agency of each piece of equipment should payment be required."
- Section 9.3 Under **Description** change to read:"The Vendor shall provide and maintain a backup/replacement inventory of monitoring units up to fifteen percent (15%) of the actual number of units in use with Agency under this contract at no additional cost. The Agency shall not pay the Vendor an inventory fee, storage fee, installation equipment fee or another fee related to inventory units and equipment. The Agency shall only be obligated to pay the per-day activated unit rate as set forth in the Contract."
- Section 10.7 Under **Description** change to read: "The average number of tracking contacts (for both Random and Scheduled) shall be five (5) contacts per participant per day. The actual number utilized post-award may vary per participant depending on the level of supervision required. The unit/day pricing for tracking shall be inclusive of, but not limited to: all participant enrollment, tracking contacts, data changes, and participant termination. One (1) completed contact shall collectively include all of the following:"
- Section 11.1 Delete all the wording of this section and insert the word "Deleted."
- Section 11.2 Delete all the wording of this section and insert the word "Deleted."
- Section 12.7 Replace the word "must" with the word "should".

Pages 105 - 127 **CATEGORY 2 – ALCOHOL MONITORING EQUIPMENT AND SERVICE AND/OR
ALCOHOL MONITORING TRANSDERMAL EQUIPMENT AND SERVICE**

- Page 105 Correct the spelling of "device" in the header for Category 2.
- Section 1.2 Under **Description** change to read: "The proposed device must have been installed and in use on at least an aggregate of 500 offenders through one or more contracts with County, State or Federal Governmental agencies. This experience must include at least six (6) months of active monitoring for the model offered in response to this RFP. The vendor's experience shall have been met with the vendor acting as the prime contractor in providing all of the above services. Identify these agencies, volumes and devices in your proposal response."
- Section 1.4 Delete the sentence which read: "The Vendor's experience shall not have been acquired through sub-contracting for any services performed by the monitoring service center or help-desk facility." Replace it with the following new sentence: "The Vendor shall have been the prime contractor for any contract services performed by any subcontracted monitoring service center or help-desk facility."
- Section 2.1 Delete the sentence which read: "The Vendor shall not sub-contract for any services performed by the monitoring service center or help-desk facility." Replace it with the following new sentence: "The

Vendor shall have been the prime contractor for any contract services performed by any subcontracted monitoring service center or help-desk facility.”

- Section 2.13 Delete all the wording of this section and insert the word “Deleted.”
- Section 2.20 Delete the following words at the end of the sentence: “as agreed to by both the Agency and the Vendor and optional price plan.”
- Section 2.23 Delete the following words at the end of the sentence: “and the time and location of the Offender’s last known location.”
- Section 3.18 Under **Description** change to read: “The Vendor must maintain security policies and procedures for its network security, application security, data transmission security, data storage security, and physical security. While it is not necessary for the vendor to submit these documents with proposal, they must be provided to any requesting agency post award.”
- Section 4a.0 (Header) In the second line delete the words: “**single body-attached devise with**”.
- Section 4a.9 Under **Description** change to read: “Instrument must be capable of taking a deep lung sample from the participant’s breath and compare it to a calibrated breath alcohol standard which may be stored in the system’s memory or a supervised test utilizing video imaging solutions.”
- Section 4a.13 Under **Description** change to read: “The system may also be capable of testing the client upon entry when it is combined with a Radio Frequency Unit. Describe your available capabilities.”
- Section 4a.14 Delete all the wording of this section and insert the word “Deleted.”
- Section 4a.15 Under **Description** change to read: “Tamper detection features on the unit should exist or a supervised test whereby monitoring staff can detect during testing, to ensure the monitoring center receives accurate information on Case alerts and power alerts, and phone alerts.”
- Section 4a.16 Under **Description** change to read: “The system must be able to connect to a standard phone line jack or have the ability to also use standard cell phone technology to communicate with the monitoring center and download data.”
- Section 4a.19 Add the following new sentence to the end of this section: “The vendor will replace any device without charge if the tracking number is not legible.”
- Section 4a.21 Under **Description** change to read: “If testing occurs unsupervised by monitoring staff the device may incorporate non-volatile memory capable of storing at least five days worth of events (with date and time of occurrence) at times when the telephone service and electrical power may become unavailable. In particular, non-volatile memory will retain unreported events and report them once power / telephone services have been restored, including date & time of occurrence. As an alternative, a supervised test may be proposed with the capability to detect, reattempt and/or notify on a no answer and/or phone line outage in the area and re-attempt the test/call until successful.”
- Section 4b.0 (Header) Change the words of the second line to read as follows: “**Equipment Requirements - for single body-attached device with or without receiver**”

Section 4b.1 Under **Description** change to read: "Vendor is offering the following Transdermal alcohol monitoring a single body-attached device and as identified in the Price Worksheets. The responses to the following specifications are for this equipment.

Alcohol Monitoring Transdermal Equipment

Single Body-attached Device: Product Bid:

Mfg.: _____

Brand/Model: _____

Alcohol Monitoring Transdermal Equipment

Receiver: For Product Bid:

Mfg.: _____

Brand/Model: _____

Section 4b.7 Delete all the wording of this section and insert the word "Deleted."

Section 4b.11 Under **Description** change to read: "The device may be able to provide two-way communications with the participant as a means of rapid officer response to positive alcohol test results and the basis for Officer contact/intervention? If available, describe specifically how your device communicates and how it is tracked in your proposed system."

Section 4b.14 Under **Description** change to read: "The device should incorporate non-volatile memory capable of storing at least 24 hours worth of events (with date and time of occurrence) at times when the cellular service or electrical power may become unavailable. In particular, non-volatile memory will retain unreported events and report them once power/cellular services have been restored, including date & time of occurrence."

Section 4b.18 Replace the number "15" with the number "30".

Section 6.2 Under **Description** change to read: "The Vendor shall provide and maintain a backup/replacement inventory of monitoring units equal to fifteen percent (15%) of the actual number of units currently in use in each the Agency's Location sites/Office locations at no additional cost. The Agency shall not pay the Vendor an inventory fee, storage fee, installation equipment fee or any other fee related to these inventory units and equipment."

Section 7.1 Under **Description** change to read: "Vendor shall provide initial on-site training by experienced staff with thirty (30) days of start of Agency's contract, unless an alternate training schedule is agreed upon. Additional on-site training via webinar shall be provided within 48 hours of request. Ongoing training shall be provided as agreed mutually between vendor and agency."

Section 7.2 Delete all the wording of this section and insert the word "Deleted."

Section 7.3 Delete all the wording of this section and insert the word "Deleted."

Section 7.4 Under **Description** change to read: "The Vendor shall provide training and/or user manuals upon each Officer's initial orientation training in hardcopy or soft file format such as PDF may be provided at the request of the Agency. All training and all associated training manuals shall be provided at no cost to the Agency."

- Section 7.5 Under **Description** change to read: "The Vendor shall provide all materials and equipment necessary to perform the training and shall utilize actual equipment currently being utilized. All training manuals may be hardcopies or soft file format, user friendly, and kept up to date with the most current training protocols. Training manuals shall be provided for each Agency staff member trained and upon the request of the Agency Program Manager. The training curriculum and evaluation forms that will be utilized for all training purposed should be submitted by Vendor."
- Section 8.6 Add the following wording to the end of the last sentence: "upon the report of an unsatisfactory background check."
- Section 10a.0 (Header) Change the words of the second line to read as follows: "**Vendor Provided Offender Services - for single body-attached device with receiver**"
- Section 10a.6 Replace the word "must" with the word "should".
- Section 10b.6 Replace the word "must" with the word "should".
- Pages 128- 159 **CATEGORY 3 – SATELLITE MONITORING AND REMOTE TRACKING SERVICE (GLOBAL POSITIONING SYSTEM (GPS))**
- Page 128 Correct the spelling of "device" in the header for Category 3.
- Section 1.2 Under **Description** change to read: "The proposed device(s) must have been in use and installed on offenders through one or more contracts with County, State, or Federal Government agencies. This experience must have been within the past 12 consecutive months prior to the proposal submittal date. Anytime Beta testing does not count toward the required experience.–The vendor's experience shall have been met with the vendor acting as the prime contractor in supplying the GPS device. Include these agencies in the response to Item 1.3 below."
- Section 1.3 Under **Description** change to read: "The proposed device(s) must have been installed and in use on at least an aggregate of 500 offenders through one or more contracts with County, State or Federal Governmental agencies. This experience must include at least six (6) months of active monitoring for the model offered in response to this RFP. The vendor's experience shall have been met with the vendor acting as the prime contractor in providing all of the above services. Identify these agencies, volumes and devices in your proposal response."
- Section 1.4 Delete the sentence which read: "The Vendor's experience shall not have been acquired through sub-contracting of the GPS software or equipment." Replace it with the following new sentence: "The vendor's experience shall have been met with the vendor acting as the prime contractor in providing GPS software or equipment."
- Section 1.5 Delete the sentence which read: "The Vendor's experience shall not have been acquired through sub-contracting for any services performed by the monitoring service center or help-desk facility." Replace it with the following new sentence: "The Vendor shall have been the prime contractor for any contract services performed by any subcontracted monitoring service center or help-desk facility."
- Section 2.1 Delete all the wording of this section and insert the word "Deleted."

- Section 3.17 Under **Description** change to read: "The Vendor must maintain security policies and procedures for its network security, application security, data transmission security, data storage security, and physical security. While it is not necessary for the vendor to submit these documents with proposal, they must be provided to any requesting agency post award."
- Section 3.20 Add the following new sentence to the end of this section: "While it is not necessary for the vendor to submit these documents with proposal, they must be provided to any requesting agency post award."
- Section 4a.0 (Header) Change the words of the first line to read as follows: "**SECTION D Equipment Requirements – single body-attached device**"
- Section 4a.13 Change the last sentence of this section to read as follows: "Passive, Hybrid, and Active devices must be the same one-piece body-attached device securely attached to the ankle."
- Section 4a.16 Under **Description** change to read: "Vendors must offer at least one hybrid service plan that collects a tracking point once every minute and reports information via the cellular network at least once every 30 minutes. Other hybrid plans may be offered as an "optional" service with separate pricing and description of frequency of tracking points and reporting intervals for each plan proposed."
- Section 4a.26 Add the following new sentence to the end of this section: "At least one tool kit will be included for each 25 units in use."
- Section 4a.28 Change the last sentence of this section to read as follows: "The vendor will replace any device without charge if the tracking number is not legible."
- Section 4a.35 Under **Description** change to read: "The device's battery shall be able to re-charge the battery from a dead battery status to hold a single charge for a minimum period of sixteen (16) hours a maximum capacity (100% charge) in two (2) hours or less."
- Section 4a.37 Delete the last sentence in this section which read: "An optional automobile outlet (direct current) source to recharge battery should be available at no additional charge if requested by the agency."
- Section 4a.43 Under **Description** change to read: "The device may be able to detect and record an alert feature to signal the offender by audible tone or vibration method. Describe your available features."
- Section 4a.45 Under **Description** change to read: "The device or system shall be able to detect and record an alert feature with immediate alert notification for inclusion and/or exclusion zone violations."
- Section 4a.48 Replace the word "shall" with the word "may".
- Section 4a.50 Under **Description** change to read: "The device should incorporate non-volatile memory capable of storing at least 24 hours worth of events (with date and time of occurrence) at times when the cellular service or electrical power may become unavailable. Non-volatile memory will retain unreported events and report them once power/cellular services have been restored, including date & time of occurrence."
- Section 4a.53 Replace the word "shall" with the word "should" and correct the spelling of "devices".
- Section 4b.13 Change the last sentence of this section to read as follows: "Passive, Hybrid, and Active tracking shall be provided by the GPS tracking system."

- Section 4b.16 Under **Description** change to read: "Vendors must offer at least one hybrid service plan that collects a tracking point once every minute and reports information via the cellular network at least once every 30 minutes. Other hybrid plans may be offered as an "optional" service with separate pricing and description of frequency of tracking points and reporting intervals for each plan proposed."
- Section 4b.28 Change the last sentence of this section to read as follows: "The Vendor will replace either device without charge if the tracking number is not legible."
- Section 4b.33 Under **Description** change to read: "The battery for the body-attached device shall hold a single charge for a minimum period of sixteen (16) hours while performing one minute GPS acquisition and downloading data to the Database System at least once every 15 minutes."
- Section 4b.35 Under **Description** change to read: "The battery for the body-attached device shall be able to re-charge the battery from a dead battery status to hold a single charge for a minimum period of sixteen (16) hours in two (2) hours or less. The battery for the body worn device shall be able to re-charge the battery from a dead battery status to maximum capacity (100% charge) in five (5) hours or less."
- Section 4b.36 Under **Description** change to read: "The body-attached device shall have a guaranteed life cycle of not less than twelve (12) months. Each device shall be replaced at specific intervals to avoid device failures due to loss of battery power."
- Section 4b.37 Under **Description** change to read: "System devices shall be supplied with an electronic charger unit that uses a wall outlet power (alternating current) with a charging cord of a minimum of 6 feet long. However, hand held device may be charged using a unit that doubles as home RF monitoring unit."
- Section 4b.42 Under **Description** change to read: "The body-attached device shall be waterproof, and have been independently tested against the effects of continuous immersion in water. The body-worn device shall be water resistant."
- Section 4b.42 Under **Description** change to read: "The system may be able to detect and record an alert feature to signal the offender by audible tone or other reliable method. Describe your available features."
- Section 4b.48 Replace the word "shall" with the word "may".
- Section 4b.50 Under **Description** change to read: "The body-worn device should incorporate non-volatile memory capable of storing at least 24 hours worth of events (with date and time of occurrence) at times when the cellular service or and electrical power may become unavailable. Non-volatile memory will retain unreported events and report them once power/cellular services have been restored, including date & time of occurrence."
- Section 4b.53 Delete all the wording of this section and insert the word "Deleted."
- Section 5.7 Delete the last sentence in this section which read: "Any and all software shall be subject to pre-approval and testing by the Agency."
- Section 5.39 Replace the word "Victim" with the word "Proximity".
- Section 7.3 Add the following wording to the end of the first sentence: "at no additional cost."
- Section 7.5 Delete the words "ten 10%" and replace with the words "five percent (5%)".

- Section 8.1 Under **Description** change to read: "Vendor shall provide initial on-site training by experienced staff with thirty (30) days of start of Agency's contract, unless an alternate training schedule is agreed upon. Additional on-site training via webinar shall be provided within 48 hours of request. Ongoing training shall be provided as agreed mutually between vendor and agency."
- Section 8.2 Delete all the wording of this section and insert the word "Deleted."
- Section 8.3 Delete all the wording of this section and insert the word "Deleted."
- Section 8.4 Change the first sentence to read: The Vendor shall provide training and/or user manuals upon each Officer's initial orientation training in hardcopy or soft file format such as PDF may be provided at the request of the Agency.
- Section 8.5 Under **Description** change to read: "The Vendor shall provide all materials and equipment necessary to perform the training and shall utilize actual equipment currently being utilized. All training manuals may be hardcopies or soft file format, user friendly, and kept up to date with the most current training protocols. Training manuals shall be provided for each Agency staff member trained and upon the request of the Agency Program Manager. The training curriculum and evaluation forms that will be utilized for all training purposed should be submitted by Vendor."
- Section 9.2 In the second sentence replace the number "24" with the number "72".
- Section 9.13 Add the following wording to the end of the last sentence: "upon the report of an unsatisfactory background check."
- Page 164 **APPENDIX F PRICE WORKSHEETS, CATEGORY 1 – RADIO FREQUENCY (RF) ELECTRONIC MONITORING, Table Titled: Optional Radio Frequency (RF) Monitoring Services**, delete the third item which was worded: "Identify any/all system automated capabilities" Vendors may offer, describe and price any optional service they wish to offer for consideration and possible inclusion in the contract award.
- Page 168 **APPENDIX F PRICE WORKSHEETS**, the table provided at the top of the page for Optional Services may also be used as a template for describing optional services available for any other category of monitoring services offered by the vendor in response to this RFP.
- Page 168 Correct the spelling of "device" in the Category 2 price worksheet table.
- Page 169 Correct the spelling of "device" in the Category 2 price worksheet table.
- Page 171 **APPENDIX F PRICE WORKSHEETS, CATEGORY 3 – SATELLITE MONITORING AND REMOTE TRACKING SERVICE (GLOBAL POSITIONING SYSTEM (GPS))**
Complete and return the following replacement price worksheets for Category 3 equipment and services.

Replacement Category 3 Price Sheets

CATEGORY 3 – SATELLITE MONITORING AND REMOTE TRACKING SERVICE (GLOBAL POSITIONING SYSTEM (GPS)) Using One-piece Body-attached Device					
Description	Qty	Unit	Daily Rate*	Weight Factor	Weighted Daily Rate
Satellite Monitoring and Remote Tracking Service (One-piece Body-attached Device) – Active, Hybrid and Passive Mode. Equipment/Unit (when in use): One-piece Body-attached Device Bid: Mfg.: _____ Brand/Model: _____ (Includes additional accessory (beacon/similar device) for in-home use when needed at no additional cost.)	1 - 100	EA	\$ _____	25%	\$ _____
	101 - 250	EA	\$ _____	25%	\$ _____
	251 - 500	EA	\$ _____	20%	\$ _____
	501 - 1,500	EA	\$ _____	15%	\$ _____
	1,501 - 3,000	EA	\$ _____	10%	\$ _____
	3,001+	EA	\$ _____	5%	\$ _____
Evaluation Subtotal:					\$ _____
Monitoring Service for Active Mode/Unit (when in use):	1 - 100	EA	\$ _____	25%	\$ _____
	101 - 250	EA	\$ _____	25%	\$ _____
	251 - 500	EA	\$ _____	20%	\$ _____
	501 - 1,500	EA	\$ _____	15%	\$ _____
	1,501 - 3,000	EA	\$ _____	10%	\$ _____
	3,001+	EA	\$ _____	5%	\$ _____
Raw Subtotal:					\$ _____
Evaluation Subtotal (at 75% application):					\$ _____

Replacement Category 3 Price Sheets

Qty	Unit	Daily Rate*	Weight Factor	Weighted Daily Rate
1 - 100	EA	\$ _____	25%	\$ _____
101 - 250	EA	\$ _____	25%	\$ _____
251 - 500	EA	\$ _____	20%	\$ _____
501 - 1,500	EA	\$ _____	15%	\$ _____
1,501 - 3,000	EA	\$ _____	10%	\$ _____
3,001+	EA	\$ _____	5%	\$ _____
Raw Subtotal				\$ _____
Evaluation Subtotal (at 5%) application)				\$ _____

Monitoring Service for Required Hybrid Mode/Unit (when in use):
 (Reference Specifications Sections 4a.13 and 4a.16)

Description	Qty	Unit	Daily Rate*	Weight Factor	Weighted Daily Rate
Monitoring Service for Passive Mode/Unit (when in use):	1 - 100	EA	\$ _____	25%	\$ _____
	101 - 250	EA	\$ _____	25%	\$ _____
	251 - 500	EA	\$ _____	20%	\$ _____
	501 - 1,500	EA	\$ _____	15%	\$ _____
	1,501 - 3,000	EA	\$ _____	10%	\$ _____
	3,001+	EA	\$ _____	5%	\$ _____
Raw Subtotal				\$ _____	
Evaluation Subtotal (at 20%) application)				\$ _____	
Evaluation Total				\$ _____	

(*Daily rate determined on a per customer basis.)

Replacement Category 3 Price Sheets

Satellite Monitoring and Remote Tracking Service (One-Piece Body-Attached Device) – <u>Optional Hybrid Mode</u> . One-piece Body-attached Device Bid: Mfg.: and Brand/Model: <u>Same as Above</u>	Same as Above	Same as Above	Same as Above
	1 - 100	EA	\$ _____
Monitoring Service for Optional Hybrid Mode/Unit (when in use): Describe this type of service. (*Daily rate determined on a per customer basis.)	101 – 250	EA	\$ _____
	251 – 500	EA	\$ _____
	501 – 1,500	EA	\$ _____
	1,501 – 3,000	EA	\$ _____
	3,001+	EA	\$ _____

Description	Est. Qty	Unit	Unit Price	Extended Cost
Required: Lost/Damaged/Stolen Equipment Replacement for above one-piece body-attached device for Satellite Monitoring and Remote Tracking Service Body-attached Bracelet Device Mfg.: _____ Brand/Model: _____	50	EA	\$ _____	\$ _____
Accessory (such as beacon or similar device) for enhanced location verification and landline communication at home. Mfg.: _____ Brand/Model: _____	20	EA	\$ _____	\$ _____
Evaluation Total:				\$ _____

Replacement Category 3 Price Sheets

<u>Description</u>	
<p>Preferred Optional Service: Satellite Monitoring and Remote Tracking Service for One-piece Body-attached Device – Optional Vendor Provided Offender Services</p> <p>Vendor may offer and provide Satellite Monitoring and Remote Tracking Service on a preferred optional service basis for both juvenile and adult Participants to Agencies operating on a local or statewide basis. Vendor shall provide staff to implement this program and may recoup the costs for their services directly from the Agency and/or Participant. Vendor's administrative fee to administer (including invoicing services) and provide a preferred optional Offender Funded Program shall be an additional \$_____ per unit/day.</p> <p>Vendor shall provide staff to implement this program and may recover the costs for their services at a negotiated amount directly from the Agency and/or Participant.</p>	
<u>Description of Optional Services</u>	<u>Typical Daily Charge</u>
1. _____	\$ _____/unit/ day
2. _____	\$ _____/unit/ day
3. _____	\$ _____/unit/ day
4. _____	\$ _____/unit/ day
5. _____	\$ _____/unit/ day

Replacement Category 3 Price Sheets

CATEGORY 3 – SATELLITE MONITORING AND REMOTE TRACKING SERVICE ((GLOBAL POSITIONING SYSTEM (GPS)) Using Multi-Piece System					
Description	Qty	Unit	Daily Rate*	Weight Factor	Weighted Daily Rate
Satellite Monitoring and Remote Tracking Service (Multi-piece System) – Active, Hybrid and Passive Mode. Body-attached Device Bid: _____ Mfg.: _____ Brand/Model: _____ Body-worn Device Bid: _____ Mfg.: _____ Brand/Model: _____ (Includes additional accessory (beacon/similar device) for in-home use when needed at no additional cost.)	1 - 100	EA	\$ _____	25%	\$ _____
	101 - 250	EA	\$ _____	25%	\$ _____
	251 - 500	EA	\$ _____	20%	\$ _____
	501 - 1,500	EA	\$ _____	15%	\$ _____
	1,501 - 3,000	EA	\$ _____	10%	\$ _____
	3,001+	EA	\$ _____	5%	\$ _____
			Evaluation Subtotal:		\$ _____
Monitoring Service for Active Mode/Unit (when in use):	1 - 100	EA	\$ _____	25%	\$ _____
	101 - 250	EA	\$ _____	25%	\$ _____
	251 - 500	EA	\$ _____	20%	\$ _____
	501 - 1,500	EA	\$ _____	15%	\$ _____
	1,501 - 3,000	EA	\$ _____	10%	\$ _____
	3,001+	EA	\$ _____	5%	\$ _____
			Evaluation Subtotal:		\$ _____
			Raw Subtotal:		\$ _____
			Evaluation Subtotal (at 75% application):		\$ _____

Replacement Category 3 Price Sheets

Monitoring Service for Required Hybrid Mode/Unit (when in use):
 (Reference Specifications Sections 4b.13 and 4b.16)

Qty	Unit	Daily Rate*	Weight Factor	Weighted Daily Rate
1 - 100	EA	\$ _____	25%	\$ _____
101 - 250	EA	\$ _____	25%	\$ _____
251 - 500	EA	\$ _____	20%	\$ _____
501 - 1,500	EA	\$ _____	15%	\$ _____
1,501 - 3,000	EA	\$ _____	10%	\$ _____
3,001+	EA	\$ _____	5%	\$ _____
Raw Subtotal				\$ _____
Evaluation Subtotal (at 5%) application				\$ _____

Description	Qty	Unit	Daily Rate*	Weight Factor	Weighted Daily Rate
(continued) Monitoring Service for Passive Mode/Unit (when in use):	1 - 100	EA	\$ _____	25%	\$ _____
	101 - 250	EA	\$ _____	25%	\$ _____
	251 - 500	EA	\$ _____	20%	\$ _____
	501 - 1,500	EA	\$ _____	15%	\$ _____
	1,501 - 3,000	EA	\$ _____	10%	\$ _____
	3,001+	EA	\$ _____	5%	\$ _____
Raw Subtotal				\$ _____	\$ _____
Evaluation Subtotal (at 20%) application				\$ _____	\$ _____
Evaluation Total				\$ _____	\$ _____

(*Daily rate determined on a per customer basis.)

Replacement Category 3 Price Sheets

Satellite Monitoring and Remote Tracking Service (Multi-piece System) – Optional Hybrid Mode. Body-attached Device Bid: Mfg.: and Brand/Model: Same as Above Body-worn Device Bid: Mfg.: and Brand/Model: Same as Above Monitoring Service for Optional Hybrid Mode/Unit (when in use): Describe this type of service. (*Daily rate determined on a per customer basis.)	Same as Above	Same as Above	Same as Above
	1 - 100	EA	\$
	101 – 250	EA	\$
	251 – 500	EA	\$
	501 – 1,500	EA	\$
	1,501 – 3,000	EA	\$
	3,001+	EA	\$

Description	Est. Qty	Unit	Unit Price	Extended Cost
Required: Lost/Damaged/Stolen Equipment Replacement for above multi-piece device system for Satellite Monitoring and Remote Tracking Service Body-attached Bracelet Device Mfg.: _____ Brand/Model: _____	50	EA	\$	\$
Body-worn Device Mfg.: _____ Brand/Model: _____	50	EA	\$	\$
Accessory (such as beacon or similar device) for enhanced location verification and landline communication at home. Mfg.: _____ Brand/Model: _____	20	EA	\$	\$
Evaluation Total:				\$

Replacement Category 3 Price Sheets

<u>Description</u>	
<p>Preferred Optional Service: Satellite Monitoring and Remote Tracking Service for Multi-piece System – Optional Vendor Provided Offender Services</p> <p>Vendor may offer and provide Satellite Monitoring and Remote Tracking Service on a preferred optional basis for both juvenile and adult Participants to Agencies operating on a local or statewide basis. Vendor shall provide staff to implement this program and may recoup the costs for their services directly from the Agency and/or Participant. Vendor's administrative fee to administer (including invoicing services) and provide a preferred optional Offender Funded Program shall be an additional \$ _____ per unit/day.</p> <p>Vendor shall provide staff to implement this program and may recover the costs for their services at a negotiated amount directly from the Agency and/or Participant.</p>	
<u>Description of Optional Services</u>	<u>Typical Daily Charge</u>
1. _____	\$ _____/unit/ day
2. _____	\$ _____/unit/ day
3. _____	\$ _____/unit/ day
4. _____	\$ _____/unit/ day
5. _____	\$ _____/unit/ day
6. _____	\$ _____/unit/ day

State of Washington
DEPARTMENT OF ENTERPRISE SERVICES
Master Contracts & Consulting
1500 Jefferson, PO Box 41017 • Olympia, Washington 98504-1017 • (360) 902-7400
<http://www.des.wa.gov>

RFP Amendment 2

RFP Reference #: Reissued - 00212

Title: Electronic Monitoring of Offenders

Amendment Number: 2

Date Issued: October 24, 2012

This RFP is amended as follows:

Purpose: Repost RFP documents and reschedule Proposal Due Date.

Due to an administrative oversight, solicitation documents were inadvertently deleted from our website. They have now been reposted.

Additionally, due to the receipt of an extensive number of vendor questions following the pre-proposal conference 9/25/12 and the need to prepare and post a detailed amendment to modify the RFP document, and due to the upcoming Thanksgiving holiday, the Proposal Due Date has been rescheduled from November 8, 2012, to December 5, 2012 – 2:00 PM. Please make the appropriate changes to your copy of the RFP document.

This Amendment may (but is not required to) be submitted with the bidder's proposal response. All other terms, conditions, and specifications remain unchanged.

Previously scheduled proposal due date and time

November 8, 2012 - 2:00 PM

New proposal due date and time

December 5, 2012 – 2:00 PM

10/24/12

Signed (Robert Paulson, Jr., C.P.M.)
Procurement Coordinator

Date signed

Bidder may complete the following:

Company: _____

Authorized Representative: _____

Federal ID #: _____

Address: _____

Phone/Fax/E-mail: _____

Signature

Date

State of Washington
DEPARTMENT OF ENTERPRISE SERVICES
Master Contracts & Consulting
1500 Jefferson, PO Box 41017 • Olympia, Washington 98504-1017 • (360) 902-7400
<http://www.des.wa.gov>

RFP Amendment 1

RFP Reference #: Reissued - 00212

Title: Electronic Monitoring of Offenders

Amendment Number: 1

Date Issued: September 28, 2012

This RFP is amended as follows:

Purpose: As a result of the pre-proposal conference held September 25, 2012 at the Department of Enterprise Services the RFP solicitation document will be amended as follows:

Page 13 Section 3.1 PROCUREMENT SCHEDULE, the Date/Time for the Deadline for Bidder Questions, Comments, and Complaints has been changed from September 28, 2012 to October 5, 2012. Additionally, the Proposal Due date shall be changed from October 18, 2012 – 2:00 PM to November 8, 2012 – 2:00 PM. (This change should also be made on the Front Page of the document.)

Please apply these changes to your copy of the RFP solicitation document.

This Amendment may (but is not required to) be submitted with the bidder's proposal response. All other terms, conditions, and specifications remain unchanged.

Proposal Due Date & Time

Changed To: November 8, 2012 – 2:00 PM

9/28/12

Signed (Robert Paulson, Jr., C.P.M.)
Procurement Coordinator

Date signed

Bidder to complete the following:

Company: _____

Authorized Representative: _____

Federal ID #: _____

Address: _____

Phone/Fax/E-mail: _____

Signature

Date

State of Washington
DEPARTMENT OF ENTERPRISE SERVICES
Master Contracts & Consulting
1500 Jefferson, PO Box 41017 • Olympia, Washington 98504-1017 • (360) 902-7400
<http://www.des.wa.gov>

REQUEST FOR PROPOSAL (RFP)

**The State of Washington on behalf of the
Western States Contracting Alliance (WSCA)**

Title: Electronic Monitoring of Offenders

Part I SOLICITATION DOCUMENT

Solicitation Number	Pre-proposal Conference Date & Time	Proposal Due Date & Time
Reissued - 00212	Tuesday, September 25, 2012 10:00 A.M. to estimated 3:00 P.M.	October 18, 2012 2:00 PM.

Robert Paulson, Jr., C.P.M.
Procurement Coordinator
Phone: (360) 407-9430
Fax: (360) 586-2426
E-mail: robert.paulson@des.wa.gov

To request this information in alternative formats call (360) 902-7400, or TDD (360) 664-3799.
<http://www.ga.wa.gov/webs/>

Proposals must be received and stamped on or before the Proposal Due Date & Time at this location:

Department of Enterprise Services
Street Address: 1500 Jefferson Street, SE
Olympia, Washington 98501

Mailing Address: PO Box 41017
Olympia, WA 98504-1017

Directions:

For a site map to the Capitol Campus, Driving Directions and Parking Information:

<http://www1.leg.wa.gov/WorkingwithLeg/parking.htm>

<http://www.ga.wa.gov/visitor/index.html>

<http://www.ga.wa.gov/public.htm>

<http://www.ga.wa.gov/images/campus-map.pdf>

**Reissued - RFP 00212, Electronic Monitoring of Offenders
Part I Solicitation Document**

**BIDDER'S AUTHORIZED OFFER
(BID SIGNATURE PAGE)**

**Reissued - RFP# 00212, Electronic Monitoring of Offenders
Issued by the State of Washington**

Certifications and Assurances

We make the following certifications and assurances as a required element of the Response, to which it is attached, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the RFP are conditions precedent to the award or continuation of the resulting Contract.

1. The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single Proposal.
2. The attached Response is a firm offer for a period of 120 days following the Response Due Date specified in the RFP, and it may be accepted by the MMC without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period. In the case of protest, our Response will remain valid for 180 days or until the protest and any related court action is resolved, whichever is later.
3. In preparing this Response, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the State's solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. We understand that the State will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the State, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the solicitation document.
5. We understand that any Contract awarded, as a result of this Response will incorporate all the solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in *Part II*, if selected as a contractor. It is further understood that our standard contract will not be considered as a replacement for the terms and conditions appearing in *Part II* of this solicitation.
6. We are not submitting proposed Contract exceptions (*see Section 1.4 Model Contract and Section 4.6 Alterations to Official documents and Conflicting Materials*).
7. The authorized signatory below acknowledges having read and understood the entire solicitation and agrees to comply with the terms and conditions of the solicitation in submitting and fulfilling the offer made in its RFP.
8. By submitting this RFP, Bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this solicitation.

The signatory below represents that he/she has the authority to bind the company named below to the Bid submitted and any contract awarded as a result of this solicitation.

Bidder's Signature

Company Name

Title

Date

CHECKLIST

This checklist is provided for Bidder's convenience only and identifies the documents to be submitted with each Response. Any Response received without any one or more of these documents may be rejected as being non-responsive.

(MINIMUM REQUIRED SUBMITTALS)

- | | |
|--|--------------------------|
| Signed Bidder's Authorized Offer | <input type="checkbox"/> |
| Unsigned Part II Model Contract | <input type="checkbox"/> |
| Bid Amendment(s) <i>(if applicable)</i> | <input type="checkbox"/> |
| Appendix D Bidder Information and Profile | <input type="checkbox"/> |
| Appendix E Specifications | <input type="checkbox"/> |
| Appendix F Price Worksheets | <input type="checkbox"/> |
| Appendix G Customer Reference Questionnaire (from minimum of 5 references) | <input type="checkbox"/> |

The following documents do not need to be returned:

- Part I Solicitation Document (except Bidder's Authorized Offer)
- Appendix A Protest Procedure
- Appendix B Standard Definitions
- Appendix C (WSCA) Master Agreement Standard Contract Terms and Conditions
- Appendix H Intent to Participate for Electronic Monitoring of Offenders Contract

Bid Submittals to be returned after award:

The following documents need not be returned with the bid package submission. However, Contractor will be required to submit such documents at a later date as required by the Contract terms or as requested by the Contract Administrator.

- Sales and Subcontractor Report
- Other Required Reports

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1.0 SOLICITATION OVERVIEW

1.1 ACQUISITION AUTHORITY

The Washington State Department of Enterprise Services (DES), Master Contracts & Consulting (MCC) issues this Request for Proposal (RFP) acting under the authority of its enabling legislation Revised Code of Washington (RCW) 43.19 which regulates the manner in which state agencies may acquire general goods and services.

1.2 STANDARD DEFINITIONS

See Appendix C Standard Definitions

1.3 CONTRACT FORMATION

A Proposal submitted in response to the Solicitation is an offer to contract with the Master Contracts & Consulting (MCC). A Proposal becomes a contract only when accepted, awarded in writing and signed by both parties.

1.4 MODEL CONTRACT

A Model Contract has been included as Part II. In many instances, the Solicitation document references and links to the Model Contract as opposed to duplicating identical language. This was done to protect against the possibility of language inconsistencies. In addition to the BIDDER'S AUTHORIZED OFFER, bidders should return the Contract document with their Response, without modification or contingency. Any modifications or contingencies submitted by the Bidder will not be accepted. The MMC, at its sole discretion, reserves the right to negotiate improvements to the lowest Responsive, Responsible Bidder's Response.

The Apparent Successful Bidder will be expected to execute the Contract within ten (10) Business Days of its receipt of the final Contract. If the selected Bidder fails to sign the Contract within the allotted ten (10) Business Days time frame, the MMC may consider the Apparent Successful Bidder to be non-responsive and may elect to cancel the intended award, and award the Contract to the next ranked Bidder, or cancel or reissue this solicitation (*see Section 1.7, Right to Cancel*). Bidder's submission of a Response to this solicitation constitutes acceptance of these contract requirements.

1.5 SOLICITATION AMENDMENTS

Prior to submittal due date and time, the MMC reserves the right to change portions of this RFP. Any changes or corrections will be by one or more written amendment(s), dated, attached to or incorporated in and made a part of this solicitation document. All changes must be authorized and issued in writing by the Procurement Coordinator. If there is any conflict between amendments, or between an amendment and the RFP, whichever document was issued last in time shall be controlling. Only Bidders who have properly registered and downloaded the original solicitation directly via WEBS system will receive notification of amendments and other correspondence pertinent to the procurement. Bidders may be required to sign and return solicitation amendments with their RFP response. Bidders must carefully read each amendment to ensure they have met all requirements of the Solicitation.

1.6 INCORPORATION OF DOCUMENTS INTO CONTRACT

This Solicitation document, any subsequent Amendments and the Bidder's Response will be incorporated into the resulting Contract.

1.7 RIGHT TO CANCEL

The MMC reserves the right to cancel or reissue all or part of this Solicitation at any time as allowed by law without obligation or liability.

1.8 NON-ENDORSEMENT AND PUBLICITY

In selecting Bidder(s) to supply electronic monitoring equipment and service to Purchasers (Participating Entities), neither the MMC nor Purchasers are endorsing the Vendor's Products or Services, nor suggesting that they are the best or the only solution to their needs. *See also Section 8.4 NON-ENDORSEMENT AND PUBLICITY of the Model Contract.*

1.9 IN-STATE PREFERENCE/RECIPROCITY

Pursuant to RCW 43.19.700, RCW 43.19.702, RCW 43.19.704 and WAC 200-300-085, the Department of Enterprise Services has established a schedule of percentage increases to be added to Proposals from Bidders in states that grant a preference to Contractors located in their state or for goods manufactured in their state. The percentages related to each respective state are provided in the Reciprocity List located at <http://www.ga.wa.gov/pca/recip.htm> and apply only to Proposals received from those states listed.

The appropriate percentage will be added to each Proposal bearing the address from a state with in-state preferences rather than subtracting a like amount from Washington State Bidders.

This action will be used only for analysis and award purposes. In no instances shall the increase be paid to a Bidder whose Proposal is accepted and awarded a Contract.

1.10 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES (MWBE)

In accordance with the legislative findings and policies set forth in RCW 39.19, the State of Washington encourages participation in all of its Contracts by Minority and Woman Owned Business Enterprise (MWBE) firms either self-identified or certified by the Office of Minority and Women's Business Enterprises (OMWBE). While the state does not give preferential treatment, it does seek equitable representation from the minority and women's business community.

Participation may be either on a direct basis in response to this Solicitation or as a Subcontractor to a Contractor. However, unless required by federal statutes, regulations, grants, or Contract terms referenced in the original Solicitation, no preference will be included in the evaluation of Proposals, no minimum level of MWBE participation shall be required as condition for receiving an award, and Proposals will not be evaluated, rejected or considered non-responsive on that basis.

Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the original Solicitation will apply. Bidders may contact Office of Minority and Woman Owned Business Enterprise (OMWBE) to obtain information on certified firms for potential sub-contracting arrangements. Nothing in this section is intended to prevent or discourage Bidders from inviting others from participation from non MWBE firms as well as MWBE firms.

Bidders who are MWBE or intend to use MWBE Subcontractors are encouraged to identify the participating firm on Appendix D Bidder Information and Profile.

2.0 SUMMARY OF OPPORTUNITY

2.1 BACKGROUND

This Contract shall be for electronic monitoring of offenders through Radio Frequency (RF) Electronic Monitoring, Alcohol Monitoring, Transdermal Alcohol Monitoring, and Satellite

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Monitoring and Remote Tracking Service (GPS), including one-piece body-attached device and multi-piece device systems. It shall be a replacement for the Western States Contracting Alliance (WSCA) Contract 14600. (A summary of this contract may be found on the Washington State Department of Enterprise Services' website at - <https://fortress.wa.gov/ga/apps/ContractSearch/ContractSummary.aspx?c=14600> then select "View Current Contract Information (CCI)".) This contract was awarded January 2, 2002 and is scheduled to expire on December 31, 2012. The new replacement contract may run concurrently with WSCA contract 14600 for a short period of time while customers transition to the new contract.

Sentinel Offender Services, LLC (formerly G4S Justice Services, LLC) is providing RF electronic monitoring services and alcohol monitoring services and 3M Electronic Monitoring, Inc. (formerly Pro Tech Monitoring, Inc.) is providing satellite monitoring and remote tracking services, under the terms of WSCA Contract 14600. During 2010 one or more monitoring services were provided to 25 states (including participating local governmental entities), and total reported revenues were \$7,099,871. Below is a table showing states, type of monitoring services provided and 2010 vendor revenues.

Electronic Monitoring Services - WSCA Contract 14600

	Category 1 RF Monitoring	Category 2 Alcohol Monitoring	Category 3 GPS Tracking
State	2010 Revenue	2010 Revenue	2010 Revenue
AR	\$70,249		
AZ	\$6,173		\$90,227
CA	\$223,743	\$224	\$562,543
IA			\$15,398
ID	\$26,951		\$1,428
IL	\$46,634		
KS	\$44,838		
KY	\$184,191		
MD			\$486,268
MI			\$39,136
MO	\$20,922		
MS	\$1,242,059		
MT	\$2,532		\$2,500
NM			\$677,103
NV	\$500,887	\$501	
OK	\$9,074	\$1,416	\$1,445,705
OR	\$8,717		\$22,246
PA			\$126,084
RI	\$169,283	\$9,097	
SD	\$9,189		
TX	\$5,510		\$21,016
VA	\$57,781		\$292,436
WA	\$81,436	\$327	\$7,745
WI	\$61,761		\$522,592
WY	\$3,104		\$843
TOTALS:	\$2,775,034	\$11,565	\$4,313,272

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During 2011 one or more monitoring services were provided to 25 states (including participating local governmental entities), and total reported revenues were \$7,106,631. Below is a table showing states, type of monitoring services provided and 2011 vendor revenues.

Electronic Monitoring Services - WSCA Contract 14600

	Category 1 RF Monitoring	Category 2 Alcohol Monitoring	Category 3 GPS Tracking
State	2011 Revenue	2011 Revenue	2011 Revenue
AR	\$50,377		
AZ	\$6,192		\$466,431
CA	\$85,602	\$52,892	\$797,824
IA			\$5,250
ID	\$29,010		
IL	\$46,989		
KS	\$44,949		
KY	\$68,824		
MD			\$485,851
MI			\$28,789
MO	\$7,237		
MS	\$1,210,018		
MT	\$6,293		\$11,318
NM			\$678,728
NV	\$521,788	\$290	
OK			\$1,307,264
OR	\$59,013	\$3,665	\$76,072
PA	\$71		\$57,909
RI	\$195,332	\$8,139	
SD	\$791		
TX	\$4,422		\$20,747
VA	\$11,056		\$194,704
WA	\$81,151	\$41,167	\$46,796
WI	\$30,239	\$23,943	\$338,047
WY	\$1,398		\$53
TOTALS:	\$2,460,752	\$130,096	\$4,515,783

The following information about WSCA has been quoted from its website at -
<http://www.aboutwsca.org/content.cfm/id/WSCA?CFID=500936140&CFTOKEN=33515508>

“The Western States Contracting Alliance (WSCA) was formed in October 1993 by the state purchasing directors from fifteen NASPO western states. The primary purpose of creating WSCA was to establish the means by which participating states could join together in cooperative multi-state contracting. This approach has helped states achieve cost-effective and efficient acquisition of quality products and services. Cooperative purchases are developed by member states. A "lead-state" model is used in undertaking cooperative multi-state contracts. There is no Vendor List.

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Membership consists of the central procurement official that heads the state central procurement organization, (or a designee for that state), from Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

All governmental entities within WSCA states as well as authorized governmental entities in non-WSCA states are welcome to use the approved agreements. Cooperative purchasing benefits states as well as cities, counties, public schools and institutions of higher education.”

2.2 PURPOSE

The purpose of this solicitation is to establish a replacement multi-state contract for use by WSCA states and other authorized Participating Entities for electronic monitoring of offenders through radio frequency (RF) monitoring, alcohol monitoring, transdermal alcohol monitoring and satellite monitoring and remote tracking (GPS) services (including one-piece body-attached device and multi-piece device systems). These electronic monitoring of offenders services include vendor provided monitoring equipment and services.

WSCA states, as well as other authorized non-WSCA states and local government organizations (all of which are collectively referred to as “Participating Entities”), may participate in this contract through the establishment of Participating Addendums with selected contract vendor(s).

2.3 CONTRACT SCOPE

See Section 1.1 Contract Scope of the Model Contract.

2.4 PURCHASERS (PARTICIPATING ENTITIES)

See Section 1.6 PURCHASERS/PARTICIPATING ENTITIES of the Model Contract.

2.5 CONTRACT TERM

See Section 1.5 CONTRACT TERM of the Model Contract.

2.6 ESTIMATED USAGE

See Section 1.4 ESTIMATED USAGE of the Model Contract

2.7 EXPECTED RESULT

MMC seeks to establish master contracts for the as-needed purchase of electronic monitoring equipment and service for use by Participating Entities.

2.8 AWARD

On behalf of WSCA, the intent of the state of Washington is to make multiple contract awards per product/service category as a result of this solicitation. However, this will only be considered for up to three (3) Bidders whose total evaluation score is within 20% of the highest scoring Bidder’s total evaluated score, in accordance with the evaluation criteria set forth in Section 8.0 PROPOSAL EVALUATION AND CONTRACT AWARD.

Purchasers/Participating Entities may form contracts with one or more contractors to meet their offender monitoring needs with any awarded contractor in conformity with their respective local ordinances and/or state laws through the execution of a Participating Addendum.

3.0 TIMELINE

3.1 PROCUREMENT SCHEDULE

The dates listed below represent the projected procurement schedule. The MMC reserves the right to change the schedule. Notification of changes to the procurement schedule prior to proposal opening will be sent electronically to all properly registered users of the Department of Enterprise Services' Washington Electronic Business Solution (WEBS) who downloaded this RFP from WEBS.

Changes to the Procurement Schedule after Proposal Opening may be communicated to all bidders reflecting the change.

Projected Schedule of Events:

Date/Time	Event
September 6, 2012	This re-issue Solicitation document (Available for download from www.ga.wa.gov/webs)
September 25, 2012 10:00 AM	Bidder Pre-proposal Conference [see Section 3.2 for location/directions, etc.]
September 28, 2012	Deadline for Bidder Questions, Comments, and Complaints
As necessary	Amendment issued, if applicable (bidders should begin checking the website for any amendments)
October 18, 2012 - 2:00 PM	Proposals Due
October 18, 2012	Evaluation begins
November 5, 2012	Anticipated announcement of Apparent Successful Bidder(s)
November 6 - 9, 2012	Bidder debriefs (as requested)
December 1, 2012	Issuance of awarded Contracts
January 1, 2013	Anticipated contract start

3.2 PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference to address solicitation requirements will be held at the time and location indicated below. While attendance is not mandatory, Vendors are encouraged to attend and actively participate.

The pre-proposal conference will also be made available by webinar. If you are interested in participating via webinar, you must notify the Procurement Coordinator listed on the front page of this solicitation seven (7) calendar days before the scheduled conference so necessary arrangements can be made.

This webinar is a courtesy only. Should there be a technical malfunction, the MMC is not obligated to reschedule the pre-proposal conference or delay the RFP schedule. The only sure way to participate in this conference is to attend in person. Attendance through webinar participation is at the bidder's own risk.

If interpretations, specification modifications, or other changes to the solicitation are required as a result of the conference, the Procurement Coordinator will make amendments to the solicitation and will provide those amendments by posting them on WEBS at www.ga.wa.gov/webs.

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Assistance for disabled, blind or hearing-impaired persons who wish to attend is available with prior arrangement with the Master Contracts & Consulting (MMC). Contact the Procurement Coordinator identified on the face page of this solicitation.

Pre Proposal Date: Tuesday, September 25, 2012
Pre Proposal Time: 10:00 A.M. to estimate 3:00 P.M.
Pre Proposal Location: Department of Enterprise Services
Meeting Room 2331 (parking \$12.00 credit/debit card or cash)
1500 Jefferson St. SE.
Olympia, WA 98501

For a site map to the Capitol Campus, click <http://www.ga.wa.gov/images/Campus-Map.pdf>
Driving directions and parking information <http://www.ga.wa.gov/campus/parking.htm>

3.3 RESPONSE OPENING PROTOCOL

After the Response due date and time, the designated Bid Clerk shall open and process sealed Response(s) protecting the confidentiality of the contents. The names of the Bidders shall be recorded and made available upon request. Not until the Contract has been awarded shall the contents become available for public view.

3.4 CONTRACT INFORMATION AVAILABILITY AFTER AWARD

Upon award, written notification will be sent to all bidders. Proposal information, including price sheets, will not be available for public disclosure until after award of the contract consistent with RCW 43.19.1911(8). Bidders may submit a public disclosure request to either schedule an appointment to review the procurement file or obtain specific documents.

3.5 PROTEST PROCEDURES

Protests shall be filed and resolved in accordance with Appendix A Protest Procedure.

4.0 INSTRUCTIONS TO BIDDERS

This section contains instructions for Bidders regarding the preparation and submission of a proposal.

4.1 AUTHORIZED COMMUNICATION

Upon release of this RFP, all Bidder communications concerning this solicitation must be directed to the Procurement Coordinator listed on the front page of this solicitation. Unauthorized contact regarding this solicitation with other state employees or Sourcing Team Members involved with the solicitation may result in disqualification. All oral communications will be considered unofficial and non-binding on the MCC. Bidders should rely only on written statements issued by the Procurement Coordinator, such as RFP amendment(s).

4.2 BIDDER COMMUNICATION RESPONSIBILITIES

Bidders will be responsible for communicating to the Procurement Coordinator any issues, exceptions, additions or omissions concerning the solicitation on or before the Proposal due date and time. Where requirements appear to prohibit or restrict your firm's participation, an explanation of the issue with suggested alternative language should be submitted in writing to the Procurement Coordinator by the deadline for Bidder Questions, Comments, and Complaints consistent with

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Section 3.1 Procurement Schedule. The solicitation process may continue. If changes result, written amendments will be made by the Procurement Coordinator and provided by posting them on WEBS as indicated above.

While Bidder input will be considered, the Procurement Coordinator shall be under no obligation to respond back to the Bidder, implement or otherwise share the input provided with the pool of potential bidders. Further, if additional clarification is necessary such communication shall not be considered as negotiation with the Bidder.

4.3 BIDDER AUTHORIZED REPRESENTATIVE

Bidder must designate an Authorized Representative who will be the principal point of contact for the MCC Procurement Coordinator for the duration of this RFP process. Bidder shall complete *Appendix D Bidder Information and Profile*. See also Section 2.3 *CONTRACTOR SUPERVISION AND COORDINATION of the Model Contract*.

4.4 WASHINGTON ELECTRONIC BUSINESS SOLUTION (WEBS)

Bidders are solely responsible for:

1. Properly registering with the Department of Enterprise Services' WEBS at <http://www.ga.wa.gov/webs> .
2. Maintaining an accurate Vendor profile in WEBS
3. Downloading the solicitation consisting of the RFP with all attachments and exhibits related to the solicitation for which you are interested in bidding; downloading all current and subsequent amendments to the solicitation

To ensure receipt of all solicitation documents, the RFP for this solicitation must be downloaded from WEBS. Notification of amendments to the solicitation will only be provided to those Vendors who have registered with WEBS and have downloaded the RFP from WEBS. Failure to do so may result in a potential Bidder having incomplete, inaccurate, or otherwise inadequate information, or a Bidder submitting an incomplete, inaccurate, or otherwise inadequate Proposal. Bidders and potential bidders accept full responsibility and liability for failing to receive any amendments resulting from their failure to register with WEBS and download the RFP from WEBS, and hold the State of Washington harmless from all claims of injury or loss resulting from such failure.

4.5 PREPARATION OF PROPOSALS

Due date and time:

Original, signed (in ink), sealed Proposals must be received as set forth in Section 3.1

PROCUREMENT SCHEDULE at the specified location identified below on or before the specified date and time. Time of receipt will be determined by the official time stamp located at the MCC. If a Proposal is late or received at a location other than that specified, it shall be rejected and returned unopened. In the event the official time clock is unavailable, the bid clerk may establish the official time and take reasonable steps to ensure the integrity of the Proposal receipt is preserved.

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Format:

The submittals for this solicitation shall consist of one (1) original hard copy document and one (1) electronic copy on a computer disk (CD) in addition to the required hard copy. In the event that the hard copy of the price worksheets and an electronic copy of the price worksheets do not agree, the hard copy will prevail. Hard copy Proposals must be legible and completed in ink or with electronic printer or other similar office equipment, and properly signed by an authorized representative of the Bidder. All changes and/or erasures shall be initialed in ink. Unsigned Proposals will be rejected on opening unless satisfactory evidence was submitted clearly establishing the Bidder's desire and intent to be bound by the Proposal, such as a signed cover letter. Incomplete or illegible Proposals may be rejected.

Note: In a joint effort to save costs, reduce waste and produce energy savings, bidders are encouraged to use double-sided printing and recyclable materials. Bidders may submit Proposals in 3-ring binders or spiral bindings.

Copies of Proposal:

Along with the original proposal, Proposers are to submit six (6) hard copies of their proposal along with the original. These copies shall be used during proposal evaluation.

Identification and Delivery:

To facilitate proper delivery and processing, Responses must be delivered in sealed envelopes, boxes or other method of containment. Sealed Proposals should be clearly identified on the outside of the package with the following information to the MCC at the address below:

Bidder's Address	Mailing:
Solicitation Number	Department of Enterprise Services
Opening date and time	Master Contracts & Consulting
Name of Procurement Coordinator	PO Box 41017
	Olympia WA 98504-1017

Street Address:
Department of Enterprise Services
Master Contracts & Consulting
1500 Jefferson Street, SE
Olympia, Washington 98501

4.6 ALTERATIONS TO OFFICIAL DOCUMENTS AND CONFLICTING MATERIALS

Bidders are required to read, understand, and agree to the document and any other included/incorporated documents as written. The Bidder shall complete any required documents but shall not alter any language of the document or other included documents. Only MCC is authorized to alter the document's language, which must be done by official Amendment.

Should any of the language be altered by the Bidder or other non-MMC party, it shall have no force and effect. If a proposal is received containing altered language, MCC may reject the proposal. Award of the proposal, which includes alterations made by anyone other than MCC, is neither a waiver of MCC's original language nor an acceptance of the alteration, whether known or unknown by MCC, and the Bidder agrees that any resulting contract will be enforced as officially written by MCC.

Award of the bid, which includes supplemental materials that either conflict with the solicitation and/or solicitation amendment is neither a waiver of MCC's original language nor an acceptance of

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the supplemental materials, whether known or unknown by MCC, and the Bidder agrees that any resulting contract will be enforced as officially written by MCC.

4.7 BIDDER RESPONSIVENESS

Bidder must respond to each question/requirement contained in this RFP. Failure to comply with any applicable item may result in the Response being deemed non-responsive and disqualified.

The MCC reserves the right to consider the actual level of Bidder's compliance with the requirements specified in this solicitation and to waive informalities in a Proposal. An informality is an immaterial variation from the exact requirements of the competitive solicitation, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the supplies or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial to bidders.

4.8 BIDDER PROFILE

Bidder shall complete the Bidder Profile Information in *Appendix D Bidder Information and Profile*.

4.9 PAYMENT TERMS

Bidders must indicate which Payment Terms will be offered in *Appendix D Bidder Information and Profile*.

4.10 PROPOSAL PRICING

Proposal prices must include all cost components needed to provide products and services to provide electronic monitoring of offenders as described in this Solicitation document. All costs associated with electronic monitoring equipment and services must be incorporated into the price of the Bidder's Response to this RFP.

Failure to identify all costs in a manner consistent with the instructions in this RFP is sufficient grounds for disqualification.

There are no volume commitments specified in this solicitation. The proposed pricing levels should reflect the market provided by the Contract resulting from this solicitation.

4.11 CUSTOMER REFERENCES

Bidder shall furnish five (5) governmental Customer References for each type of electronic monitoring service (RF Monitoring, Alcohol Monitoring, Transdermal Alcohol Monitoring, Satellite Monitoring and Remote Tracking - for one-piece body-attached device, or Satellite Monitoring and Remote Tracking - multi-piece device systems) being offered by the vendor in response to this RFP. Each of the references shall be purchasing an electronic monitoring service from the vendor similar in scope to that being purchased through this RFP. (The MCC may not be included as a reference.) Bidders are to identify each of their customer references in *Appendix D Bidder Information and Profile*.

Bidders are responsible for providing a copy of the *Customer Reference Questionnaire (Appendix G)* to each of its identified customer references for completion and return back to them for inclusion with the Bidder's proposal response. Completed Customer Reference Questionnaires will be used to evaluate the Bidder's past performance and will be considered during proposal evaluation.

4.12 EQUIPMENT/PRODUCT DEMONSTRATION

Prior to award bidders may be required to present an offered unit for demonstration of its performance and capability.

Performance demonstration(s) must be conducted within ten (10) business days after notification that such demonstration(s) is required. Bidder(s) shall conduct all demonstration(s) at one or more designated location(s) within the state of Washington and/or any other state within the continental United States and Bidders are responsible for their own costs associated with the demonstration(s).

The Bidder(s) will coordinate with the MCC Procurement Coordinator to establish the location, date and time of the performance demonstration(s). (*Also see Section 5.2 EQUIPMENT DEMONSTRATIONS of the Model Contract.*)

4.13 WITHDRAWAL OR MODIFICATION OF PROPOSAL

Bidders are liable for all errors or omissions contained in their Responses.

After Proposal submittal but prior to Proposal opening: The Bidder may modify or withdraw his/her Proposal at any time prior to the due date and time set for Proposal opening by providing a written request to the Procurement Coordinator from an authorized representative of the Bidder.

After Proposal opening: No Proposal shall be altered or amended. The MCC may allow a Proposal to be withdrawn if the Bidder demonstrates that the prices were miscalculated. A low Bidder, who claims error and fails to enter into a contract, may not participate in bidding on the same commodity or service if the solicitation is subsequently reissued by the MCC.

The MCC reserves the right to contact Bidder for clarification of Response contents.

4.14 PROPRIETARY OR CONFIDENTIAL INFORMATION

All submitted Proposal Responses become the property of the State of Washington and become a matter of public record after the contract has been executed.

The public is generally entitled to and MCC promotes reasonable transparency of process. Bidders should know that the State of Washington has very broad public disclosure laws and any information received in response to this Solicitation may be subject to disclosure in satisfaction of a request after the contract has been executed. Confidence in MCC's procurement process is best achieved when all material submitted by bidders and used in the evaluation process to determine a contract award is made available for public review.

It is the Procurement Coordinator's position that the information needed in response to this solicitation is not sensitive, proprietary, nor confidential and does not rise to a level needing protection. So Bidders should be aware that all parts of its proposal response will be disclosed to the public with no prior notice to the Bidder. **However, Bidders may contact the Procurement Coordinator prior to the proposal due date & time if it believes that its response to this solicitation rises to a level needing protection.**

In any case the MCC will not honor designations by the Bidder where price worksheets are marked proprietary or confidential. *Also see Section 8.3 PROPRIETARY OR CONFIDENTIAL INFORMATION of the Model Contract.*

4.15 DESCRIPTIVE LITERATURE

Bidder shall submit with Response catalogs and/or descriptive literature for the equipment and electronic monitoring service being offered. Descriptive literature should show how the product offered is equal in quality, function and performance to the specifications herein.

4.16 SAMPLES

The MCC reserves the right to ask for samples at Bidder's expense. If not destroyed in testing or required for quality control, Bidders may request return of samples at their expense. Bidder must provide desired method of returning and exact postage or a call tag for samples to be returned. Each sample must be labeled with return address. If Bidder does not request return within sixty (60) calendar days of contract award, samples will be considered property of the state.

Labeling and Warranty: All samples provided shall be identical to products quoted by Bidder and shall be labeled with Bidder's name, stock number, bid number, bid line item number. All samples are an express warranty, which shall also apply to all products provided under this contract. Bidders failing to comply with this requirement will have their proposal rejected or contract terminated.

Samples may be requested at any time after proposal opening and prior to contract award. Failure to provide requested samples or literature within seven (7) calendar days after request will result in proposal rejection. At the time of sample request, Bidder shall be notified of the type and number of sample required and the delivery destination for the samples requested.

4.17 SPECIFICATIONS

Bidder shall complete and return the *Appendix E Specification* for each type of electronic monitoring service for which they wish to compete for an award. Each of the five categories of electronic monitoring service specified in this RFP (Radio Frequency (RF) Electronic Monitoring, Alcohol Monitoring, Transdermal Alcohol Monitoring, and Satellite Monitoring and Remote Tracking Services (GPS), (including both one-piece body-attached device and multi-piece device systems) has its own specification requirements as specified herein. For each category of monitoring service there are numerous sections and elements within each section that Bidders need to provide a response in the column identified "Describe how Vendor meets or exceeds specifications." Bidders may submit additional pages (up to a maximum of ten per category) if more space is needed. Descriptive literature should also be provided as deemed necessary by the Bidder. Sections and elements within sections will be evaluated on a "Pass/Fail" bases and/or will be scored as specified in the Specifications.

These are newly revised specifications. Vendors currently serving the prior WSCA contract are not automatically granted acceptance and may find currently supplied equipment and/or service does not meet these new specifications.

4.18 PRICING

Bidders are to offer bid pricing in *Appendix F Price Worksheets* for one or more of the five categories of electronic monitoring of offenders identified herein. These categories include - Radio Frequency (RF) Electronic Monitoring, Alcohol Monitoring, Transdermal Alcohol Monitoring, Satellite Monitoring and Remote Tracking Service (GPS) - one-piece body-attached device, and Satellite Monitoring and Remote Tracking Service (GPS) - multi-piece device systems. Equipment offered must be specified in *Appendix F Price Worksheets* by manufacturer and brand/model and must meet the specifications listed in *Appendix E*. Pricing may also be offered for equipment and monitoring services identified as "Optional Preferred" and "Optional" in *Appendix E Specifications* and/or as provided for in *Appendix F Price Worksheets*.

5.0 BIDDER QUALIFICATIONS

5.1 BIDDER'S COMPANY EXPERIENCE AND HISTORY

Bidder should provide a brief description of its company providing electronic monitoring services for offenders through Radio Frequency (RF) Electronic Monitoring, Alcohol Monitoring, Transdermal Alcohol Monitoring, and Satellite Monitoring and Remote Tracking Service (GPS), (including both one-piece body-attached device and multi-piece device systems). Business location(s), size, areas of specialization and expertise, customer base and any other pertinent information that would aid an evaluator in formulating a determination about the stability and strength of the company should be addressed. (Maximum of 3 pages per category permitted.) (Reference Appendix D Bidder Information and Profile)

5.2 FEDERAL FUNDING

See related Section 10.7 *FEDERAL FUNDING of the Model Contract.*

5.3 FEDERAL RESTRICTIONS ON LOBBYING

The Bidder must certify by signing and submitting the Bidder Authorized Offer page of this RFP with submission of its Proposal, that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. See related Section 10.8 *FEDERAL RESTRICTIONS ON LOBBYING of the Model Contract.*

5.4 FEDERAL DEBARMENT AND SUSPENSION

The Bidder certifies, by submission of this Proposal, that neither it nor its "principals" (as defined in 49 CFR. 29.105 (p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. See related Section 10.9 *FEDERAL DEBARMENT AND SUSPENSION of the Model Contract.*

5.5 USE OF SUBCONTRACTORS

The MCC will accept Responses that include third party involvement only if the Bidder submitting the Response agrees to take complete responsibility for all actions of such Subcontractors. Bidder must state whether Subcontractors are/are not being used.

If applicable, Bidder shall identify all subcontractors who will perform services in fulfillment of contract requirements, including their name, the nature of services to be performed, address, telephone, facsimile, email, federal tax identification number (TIN), and anticipated dollar value of each subcontract: Bidder shall complete this section of Appendix D Bidder Information and Profile

The MCC reserves the right to approve or reject any and all Subcontractors that Bidder proposes.

Specific restrictions apply to contracting with current or former state employees pursuant to Chapter 42.52 RCW. Bidders should familiarize themselves with the requirements identified in *Section 4.2 USE OF SUBCONTRACTORS of the Model Contract* prior to submitting a Response.

5.6 MERCURY CONTENT AND PREFERENCE

In accordance with Chapter 70.95M, the State of Washington gives priority and preference to the purchase of equipment, supplies, and other products that contain no mercury compounds or components, unless: (a) There is no economically feasible non mercury-added alternative that performs a similar function; or (b) the product containing mercury is designed to reduce electricity consumption by at least forty percent and there is no non mercury or lower mercury alternative available that saves the same or a greater amount of electricity as the exempted product. In circumstances where a product without mercury is not available, preference must be given to the purchase of products that contain the least amount of mercury added to the product necessary for the required performance.

6.0 SUCCESSFUL BIDDER RESPONSIBILITIES

6.1 NO COSTS OR CHARGES

Costs or charges under the proposed Contract incurred before the Contract is fully executed will be the sole responsibility of the Bidder.

6.2 POST AWARD CONFERENCE

See Section 2.4 POST AWARD CONFERENCE of the Model Contract.

6.3 CONTRACT ADMINISTRATION FEE

The Contract(s) resulting from this RFP will be subject to an Administration Fee. *See related Section 2.7 CONTRACT ADMINISTRATION FEE of the Model Contract.*

6.4 CONTRACT MANAGEMENT

See Section 2.5 CONTRACT MANAGEMENT of the Model Contract

6.5 INSURANCE

The Successful Bidder is required to obtain insurance to protect the State/Department should there be any claims, suits, actions, costs, or damages or expenses arising from any negligent or intentional act or omission of the Bidder or its Subcontractor(s), or their agents, while performing work under the terms of any Contract resulting from this solicitation. *See Section 9.10 INSURANCE of the Model Contract* for a complete description of the specific insurance requirements.

6.6 SALES & SUBCONTRACTOR REPORTS

See Section 2.9 SALES & SUBCONTRACTOR REPORTS of the Model Contract.

6.7 OTHER REQUIRED REPORT(S)

See Section 2.10 OTHER MCC REQUIRED REPORT(S) of the Model Contract.

7.0 PRICING (COST FACTORS)

Respond to the following requirements per the instructions in Appendix F Price Worksheet.

7.1 PRICING

All pricing shall include the costs of response preparation, servicing of accounts, and complying with all contractual requirements. *See Appendix F Price Worksheet*. During contract period pricing shall represent ceiling or maximum prices.

7.2 NO BEST AND FINAL OFFER

The MCC reserves the right to make an award without further discussion of the Response submitted; *i.e.*, there will be no best and final offer request. Therefore, the Response should be submitted on the most favorable terms that Bidder intends to offer.

7.3 PRICE WORKSHEETS

Bidders shall extend unit pricing as required. In the event of an error in the extension of prices, the unit price shall prevail. Prices shall include all associated contract performance costs. Prices bid are in U.S dollars. Bidder must complete Appendix F Price Worksheets

7.4 PRICE ADJUSTMENTS

Contractor requests for adjustments in pricing will be considered at sole discretion of the MCC and in accordance with *Section 3.5 PRICE ADJUSTMENTS of the Model Contract*.

7.5 VOLUME/PROMOTIONAL DISCOUNTS

Contract prices are the maximum price Contractor is permitted to charge Purchasers. The Contractor may also offer volume and/or promotional price discounts to Purchasers provided such discounts are offered equally to all eligible contract purchasers.

7.6 NEW PRODUCT/SERVICE PRICING

A Contractor may propose a revision to its offerings to reflect changed products and/or services appropriate to the scope of the Contract, and may propose such new products/services with associated prices to the MCC Contract Administrator for approval. Contract Administrator has the sole discretion in approval of addition of revised offerings and pricing. New or changed products/services proposed by Contractor must meet the requirements established in the original solicitation document or subsequent revisions. If approved by MCC, the new products/services will be added to the Contract by written amendment.

7.7 PRICING NOT SPECIFIED

Unless otherwise noted, where Bidder intends there be no charge or service fee for equipment or services offered, enter N/C (no charge) or zero (0) on the price worksheet. If the Bidder fails to provide a price, the MCC will assume the item/service is free.

8.0 PROPOSAL EVALUATION AND CONTRACT AWARD

8.1 AWARD CRITERIA

Proposal evaluation and contract award for electronic monitoring of offender services shall be done on a category by category basis (*i.e.* for the categories of Radio Frequency (RF) Electronic Monitoring, Alcohol Monitoring, Transdermal Alcohol Monitoring, and Satellite Monitoring and Remote Tracking Service (GPS), (including both one-piece body-attached device and multi-piece device systems). Bidders/Proposers who meet all RFP requirements for responsiveness shall be evaluated and assigned evaluation points for responsibility to determine "best value" as described below.

Contract awards shall be made to the lowest Responsive and Responsible Bidders/Proposers based on the evaluation and award criteria established herein and subject to consideration of all factors identified in RCW 43.19.1911. To assure regional and national service availability for electronic monitoring of offenders and to meet a diversity of NASPO/WSCA Participating Entity states

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performance requirements a multiple vendor award will be utilized as authorized under RCW 43.19.1906 (3) which recognizes the involvement of special facilities, services and market conditions on the competitive contracting process.

Subject to the provisions of RCW 43.19.1911 and Chapter 200-300 WAC, the MCC reserves the right to: (1) Waive any informality; (2) Reject any or all Bids/Proposals, or portions thereof; (3) Accept any portion of the items bid unless the Bidder stipulates all or nothing in their Bid/Proposal; (4) Cancel a solicitation and re-solicit Bids/Proposals; (5) Negotiate with the lowest Responsive and Responsible Bidder to determine if that Bid/Proposal can be improved for the Purchaser; (6) Award on an all or none consolidated basis taking into consideration "lifecyle costs"; and (7) Award in aggregate when in the best interest of the state.

No rejection notice will be sent to unsuccessful Bidders. However, Bidders whose proposals are determined to be non-responsive will be rejected and will be notified of the reason(s) for such rejection.

To aid in the Response evaluation process, after Response due date and time, the MCC may require individual bidders to appear at a date, time and place determined by the MCC for the purpose of conducting discussions to determine whether both parties have a full and complete understanding of the nature and scope of contractual requirements. In no manner shall such action be construed as negotiations or an indication of the MCC's intention to award.

8.2 EVALUATION PROCESS

8.2.1 Initial Determination of Responsiveness

Proposal Responses will be reviewed initially by the Procurement Coordinator to determine compliance with administrative requirements as specified herein on a pass/fail basis. Only Responses that pass the Initial Determination of Responsiveness review will be further evaluated by the Procurement Coordinator and the evaluation committee and considered for contract award based on the requirements in this Solicitation.

8.2.2 Evaluation of Responsibility

Pursuant to RCW 43.19.1911 (9), In determining Bidder responsibility, the following elements shall be given consideration:

- a) The ability, capacity, and skill of the Bidder to perform the contract or provide the service required;
- b) The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- c) Whether the Bidder can perform the contract within the time specified;
- d) The quality of performance of previous contracts or services;
- e) The previous and existing compliance by the Bidder with laws relating to the contract or services;
- f) Such other information as may be secured having a bearing on the decision to award the contract:

During Response evaluation, the MCC reserves the right to make reasonable inquiry to determine the responsibility of any Bidder. Requests may include, but are not limited to, references, record of past performance, clarification of Bidder's offer, and on-site inspection of Bidder's or Bidder's

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subcontractor's facilities. Failure to respond to said request(s) may result in Response being rejected as non-responsive.

8.2.3 Best Value

When Proposals are evaluated to determine the "best value," MCC may reject any or all proposals or overlook minor informalities in any proposal as is necessary to complete the evaluation process. Evaluations shall be made on a point allocation basis for non-cost (vendor references and specification compliance) and cost factors as follows: Non-Cost Factors shall include: the evaluation of Vendor References (150 maximum evaluation points available) and Specifications (500 maximum evaluation points available); and Cost Factors (350 maximum evaluation points available). A maximum of 1,000 total evaluation points shall be available for evaluation of proposals on a best value basis.

Separate evaluations shall be made for each of the five category of monitoring services - Radio Frequency (RF) Electronic Monitoring, Alcohol Monitoring, Transdermal Alcohol Monitoring, and Satellite Monitoring and Remote Tracking Service (GPS) – both one-piece body-attached device and multi-piece device systems.

8.2.4 Reference Evaluation

For each category of electronic monitoring service bid by the Bidder the Procurement Coordinator shall take each of the Bidder's completed and returned *Appendix G Customer Reference Questionnaires* (Reference Section 4.11) and shall sum the ratings specified by the Reference for all ten performance issues listed in the questionnaire. A maximum of 50 evaluation points per reference shall be available. (Should any issue rating be left blank or otherwise be unscored, a 1 rating shall be used for summing purposes.)

The summed evaluation score for each of the five questionnaires used for evaluation shall be summed to determine a total raw score for each Bidder with a maximum of 250 evaluation points available.

Should more than five customer references (for a given category of electronic monitoring service) be submitted by the Bidder, the RFP Procurement Coordinator shall select five lowest scored references for use in the evaluation. If less than five reference questionnaires are received the number of raw evaluation points will be lowered accordingly due to the missing customer reference questionnaire(s).

Each Bidder's raw score for each monitoring category shall be ranked and the highest raw score shall receive the maximum 150 available evaluation points. Lower raw scores shall receive a proportionally fewer number of evaluation points. (Lower raw score / highest raw score x 150 maximum available evaluation points = number of evaluation points (rounded to whole number) used for evaluation purposes.)

8.2.5 Evaluation Committee

The Procurement Coordinator shall assemble and preside over an evaluation committee of its choosing. Evaluation committee members would include, but not be limited to, those drawn from the project Sourcing Team. Ideally they will be familiar with department requirements for electronic monitoring of offender programs, and equipment and services offered by companies providing such electronic monitoring services in this industry. The evaluation committee will be responsible for reviewing and scoring *Appendix E Specifications* products and services (including those identified as "preferred optional") in the specifications.

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In addition to presiding over the evaluation committee, the Procurement Coordinator may review *Appendix E Specification* submittals, provide input, assemble evaluation aids, or perform other functions helpful to the evaluation committee. The committee may engage in a free flow of discussion with other committee members and the Procurement Coordinator prior to, during, and after the evaluation of all proposals. Scoring may be performed in isolation, together as a group, or a combination of both.

If deemed necessary by the Procurement Coordinator, committee members may be substituted and/or the evaluation committee may be disbanded and reconstituted.

8.2.6 Specification Evaluation

Bidders shall complete and return the *Appendix E Specification* for each category of electronic monitoring service for which they wish to compete for an award (reference Section 4.17). Each of the five categories of electronic monitoring service specified in this RFP (Radio Frequency (RF) Electronic Monitoring, Alcohol Monitoring and Transdermal Alcohol Monitoring, Satellite Monitoring and Remote Tracking Service (GPS) - one-piece body-attached device, and Satellite Monitoring and Remote Tracking Service (GPS) - multi-piece device systems has its own specification requirements section as specified herein. For each category of monitoring service there are numerous sections and elements within each section that Bidders need to provide a response in the column identified "Describe how Vendor passes, meets or exceeds." Bidders may submit additional pages if more space is needed. Descriptive literature may be provided as deemed necessary to supplement the completed *Appendix E Specification*.

The Procurement Coordinator shall take each of the Bidder's completed and returned *Appendix E Specification* and shall submit it to Evaluation Team members for evaluation and scoring. Each category of electronic monitoring service shall be evaluated and scored independently.

Sections and elements within sections will be evaluated on a "Pass/Fail" bases and/or will be assigned evaluation points as identified in the specifications. A maximum of 500 evaluation points shall be available for each category of monitoring service. Pass/Fail sections/elements must be considered passing for evaluation to proceed. Any sections/elements considered failed shall result in the Response not be further considered for contract award of that category.

Products/services identified as "preferred optional" also shall be evaluated and scored by Evaluation Team members. Vendors offering these preferred optional products and services shall receive additional evaluation points to be included in the scoring the Specifications portion of the response.

The following scoring strategy shall be used in determining and assigning evaluation points within designated section of the specification:

- | | |
|----------------------|--|
| Higher Points | Response indicates excellent capability and support of the contract. Response meets all requirements and expectations. There are no critical shortfalls. |
| Fewer Points | Response is above or exceeds expectations. May have shortfalls in a few <u>non-critical</u> areas. |
| Fewer Points | Response is at expectation and for most areas meets desired quality. May exhibit some shortfalls in a few <u>non-critical</u> areas. |
| Fewer Points | Response meets minimum expectations and is generally adequate. May exhibit shortfalls in <u>non-critical</u> areas. |

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Fewer Points Response information is incomplete or deficiencies exist. Fails to establish minimum expectations and serious shortfalls exist.

Additionally, should Evaluation Team member(s) determine that one or more samples of the equipment being offered is needed to complete the evaluation of the Bidder's Response the Procurement Coordinator shall contact the Bidder and request a sample of the needed equipment (Reference Section 4.16).

Based on the input from Evaluation Team members (both individually and collectively), the Procurement Coordinator shall review evaluations and the allocation of evaluation points for accuracy and reasonable objectivity. A single total evaluation score for each Bidder will be calculated for each category of monitoring service bid by the Vendor.

8.2.7 Cost/Price Evaluation

Bidders are to list their bid pricing as requested in *Appendix F Price Worksheets*. The Procurement Coordinator shall analyze and evaluate bid pricing offered by each Bidder as described below.

Category 1 Radio Frequency (RF) Electronic Monitoring

Evaluation assumptions:

- 3300 RF monitoring equipment and service units used annually.
- RF monitoring equipment/service units are used twenty-four (24) hours per day.
- RF monitoring equipment/service units are used 365 days per year.
- For continuous monitoring equipment/service about half use a landline home unit and half use a cellular home unit.
- Quantities shown for replacement of lost/damaged/stolen equipment are estimates for evaluation purposes.

Bidders should bid "Daily Rate" pricing for equipment and monitoring service where indicated. The daily rate for each bracket will be multiplied by the percentage weight factor listed to determine a weighted rate for each quantity bracket. Weighted bracket rates will then be summed to determine an "Evaluation Subtotal" for equipment and for monitoring service. Evaluation subtotals will then be added together to determine a per unit "Evaluation Total" for evaluation purposes. This per unit Evaluation Total will be multiplied by 24 (hours per day) and then multiplied by 365 (days per year) to determine an annual per unit total evaluation price for the type of RF monitoring service identified. This total annual per unit evaluation price will then be multiplied by the estimated annual quantity identified above for the type of RF monitoring service.

The estimated annual price for each type of RF monitoring equipment and service will be summed to determine the total evaluation price/cost for Category evaluation and contract award purposes. For example:

- Estimated total annual price/cost for continuous signaling (receiver home unit landline), plus
- Estimated total annual price/cost for continuous signaling (receiver home unit cellular), plus
- Estimated total annual price/cost for lost/damaged/stolen replacement equipment.

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- Equals total evaluation price/cost for RF monitoring equipment and service category. The lowest total evaluation price/cost shall be assigned 350 maximum evaluation points and higher evaluation prices/costs shall receive proportionally fewer evaluation points. (Lowest total evaluation price/cost / higher evaluation price/cost x 350 maximum available evaluation points = number of evaluation points (rounded to whole number) used for evaluation purposes.)

Equipment and services identified as “Optional” or “Preferred Optional” will not be included in the analysis of pricing for the assignment of evaluation points and may be included or excluded from the Bidder’s award at the discretion of the Procurement Coordinator based on a determination of price reasonableness.

Category 2 Alcohol Monitoring Equipment and Service and Alcohol Transdermal Monitoring Equipment and Service

Evaluation assumptions for both Alcohol Monitoring and Alcohol Transdermal Monitoring:

- 500 units used annually.
- Units are used twenty-four (24) hours per day.
- For evaluation purposes, units are used 365 days per year.
- About half use a landline home unit and half use a cellular home unit.
- Quantities shown for replacement of lost/damaged/stolen equipment are estimates for evaluation purposes.

Bidders should bid “Daily Rate” pricing for equipment and monitoring service where indicated. The daily rate for each bracket will be multiplied by the percentage weight factor listed to determine a weighted rate for each quantity bracket. Weighted bracket rates will then be summed to determine an “Evaluation Subtotal” for equipment and for monitoring service. Evaluation subtotals will then be added together to determine a per unit “Evaluation Total” for evaluation purposes. This per unit Evaluation Total will be multiplied by 24 (hours per day) and then multiplied by 365 (days per year) to determine an annual per unit total evaluation price for the type of alcohol monitoring service identified. This total annual per unit evaluation price will then be multiplied by the estimated annual quantity for the type of alcohol monitoring service identified.

The estimated annual price for each type of alcohol monitoring equipment and service will be summed to determine the total evaluation price/cost for Category evaluation and contract award purposes. Transdermal monitoring equipment and service shall be summed separately. For example:

- Estimated total annual price/cost for alcohol monitoring equipment and service (receiver home unit landline), plus
- Estimated total annual price/cost for alcohol monitoring equipment and service (receiver home unit cellular), plus
- Estimated total annual price/cost for lost/damaged/stolen replacement equipment.
- Equals total evaluation price/cost for alcohol monitoring equipment and service. The lowest total evaluation price/cost shall be assigned 350 maximum evaluation points and higher evaluation prices/costs shall receive proportionally fewer evaluation points. (Lowest total evaluation price/cost / higher evaluation price/cost x 350 maximum

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available evaluation points = number of evaluation points (rounded to whole number)
used for evaluation purposes.)

Equipment and services identified as “Optional” or “Preferred Optional” will not be included in the analysis of pricing for the assignment of evaluation points and may be included or excluded from the Bidder’s award at the discretion of the Procurement Coordinator based on a determination of price reasonableness.

Category 3 Satellite Monitoring and Remote Tracking Service (Global Positioning System or GPS), (for both one-piece body-attached device and multi-piece device system)

Evaluation assumptions (for both types of equipment/service):

- 2500 monitoring equipment and service units used annually.
- Monitoring equipment/service units are used twenty-four (24) hours per day.
- Monitoring equipment/service units are used 365 days per year.
- Approximately 80% of the equipment/service is for active mode tracking and 20% of the equipment/service is for passive mode tracking.
- Quantities shown for replacement of lost/damaged/stolen equipment are estimates for evaluation purposes.

Bidders should bid “Daily Rate” pricing for equipment and monitoring service where indicated. The daily rate for each bracket will be multiplied by the percentage weight factor listed to determine a weighted rate for each quantity bracket. Weighted bracket rates will then be summed to determine an “Evaluation Subtotal” for equipment and for monitoring service. Evaluation subtotals will then be added together to determine a per unit “Evaluation Total” for evaluation purposes. This per unit Evaluation Total will be multiplied by 24 (hours per day) and then multiplied by 365 (days per year) to determine an annual per unit total evaluation price for the type of satellite monitoring service identified. This total annual per unit evaluation price will then be multiplied by the estimated annual quantity for the type of satellite monitoring service identified.

The estimated annual price for satellite monitoring equipment and service will be summed to determine the total evaluation price/cost for evaluation and contract award purposes. One-piece body-attached device with service and multi-piece device system with service shall each be evaluated for price/cost separately. For example:

- Estimated total annual price/cost for active or passive service, plus
- Estimated total annual price/cost for lost/damaged/stolen replacement equipment, plus
- Estimated total annual price/cost for random/scheduled tracking, plus
- Estimated total annual price/cost for lost/damaged/stolen replacement equipment for random/scheduled tracking.
- Equals total evaluation price/cost for satellite monitoring and remote tracking service (GPS). The lowest total evaluation price/cost shall be assigned 350 maximum evaluation points and higher evaluation prices/costs shall receive proportionally fewer evaluation points. (Lowest total evaluation price/cost / higher evaluation price/cost x 350 maximum available evaluation points = number of evaluation points (rounded to whole number) used for evaluation purposes.)

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Equipment and services identified as "Optional" or "Preferred Optional" will not be included in the analysis of pricing for the assignment of evaluation points and may be included or excluded from the Bidder's award at the discretion of the Procurement Coordinator based on a determination of price reasonableness.

8.2.8 Evaluation and Awards within Competitive Range

For each monitoring service category (Radio Frequency (RF) Electronic Monitoring, Alcohol Monitoring, Transdermal Alcohol Monitoring, Satellite Monitoring and Remote Tracking Service (GPS) - one-piece body-attached device, and Satellite Monitoring and Remote Tracking Service (GPS) - multi-piece device systems) contract awards shall be made to multiple vendors within a competitive range. Competitive range will take into account the size of the Vendor pool needed to ensure the necessary availability and support of contracted monitoring services to WSCA and non-WSCA states on a regional and national basis. During the evaluation process, the Procurement Coordinator shall add each Bidder's non-cost and cost evaluation points together to determine a total number of evaluation points to be used for evaluation and ranking purposes.

For each monitoring service category Bidders shall be ranked in descending order based on total number of evaluation points and contract awards shall be made to Bidders determined to be within a competitive range up to a maximum of the highest scoring three (3) vendors. However, each vendor considered for award must be within twenty percent (20%), which shall be considered the competitive range, of the Bidder with the highest total number of evaluation points.

Under each monitoring category equipment and/or services identified as "preferred optional" or "optional" may be included or excluded from a Bidder's award at the sole discretion of the Procurement Coordinator based on his/her determination of price reasonableness and input from the Evaluation Team as to whether customer needs and specification were sufficiently met.

8.3 SELECTION OF APPARENTLY SUCCESSFUL BIDDER(S)

For each of the five monitoring service categories (Radio Frequency (RF) Electronic Monitoring, Alcohol Monitoring, Transdermal Alcohol Monitoring, and Satellite Monitoring and Remote Tracking Service (GPS)), (for both one-piece body-attached device and multi-piece device systems), up to the three (3) highest scoring Bidders determined to be within the competitive range (i.e. within twenty percent (20%) of the Bidder with the highest total number of evaluation points) shall be declared the Apparent Successful Bidder(s) and the MCC may enter into contract negotiations with each of them to complete contract award.

Should contract negotiations fail to be completed within two weeks (14 calendar days) after initiation, the MCC may immediately cease contract negotiations and declare the Bidder with the next highest score as the new Apparent Successful Bidder (provided they are within the competitive range) and enter into contract negotiations with that Bidder. This process will continue until the Contracts are signed or no qualified Bidders remain.

8.4 NOTIFICATION OF APPARENTLY SUCCESSFUL BIDDER

All Bidders responding to this solicitation will be notified through an Intent to Award notice when the MCC has determined the Apparent Successful Bidder(s). The date of announcement of the Apparent Successful Bidder(s) will be the date of the notification from the MCC.

APPENDIX A PROTEST PROCEDURE

PROTEST PRIOR TO AWARD:

PROTEST PRIOR TO AWARD CRITERIA:

Protests prior to Award will be considered only if the protest concerns:

1. the bid of another Bidder,
2. the specifications or
3. the manner in which the solicitation process has been conducted.

INITIATING THE PROTEST PROCESS:

The protesting Bidder must notify the State Procurement Coordinator in charge of the solicitation of his/her intent to file a protest as soon as possible after he/she becomes aware of the reason(s) for the protest. The protest(s) must be received in writing by the State Procurement Coordinator not later than five (5) business days after the Bidder's notification to the State Procurement Coordinator of the intent to protest.

If an Intent to Award is announced, any protest must be received in writing by the State Procurement Coordinator not later than five (5) business days after the announcement or as otherwise specified in the Solicitation document.

If a protest is not received within these time frames it will be untimely and the State Procurement Coordinator may proceed with the award without further obligation.

The Procurement Coordinator will consider all the facts available and issue a decision in writing within ten (10) business days after receipt of the protest, unless more time is needed.

If additional time is necessary the State Procurement Coordinator will notify the protesting Bidder and, where applicable, the Bidder(s) against whom the protest is made.

APPEAL OF PROTEST PRIOR TO AWARD DECISION:

The protesting Bidder or the Bidder against whom the protest is made has the right to appeal the decision of the State Procurement Coordinator to the DES Assistant Director in charge of the Master Contracts & Consulting.

The appeal must be received by the DES Assistant Director within five (5) business days after notification of the State Procurement Coordinator's decision.

The DES Assistant Director will consider all of the facts available and issue a decision in writing within ten (10) business days after receipt of the appeal, unless more time is needed. The appealing Bidder will be notified if additional time is necessary.

Award of the contract will be postponed until after the DES Assistant Director has issued a decision unless an emergency exists necessitating the award of the contract as determined by the DES Assistant Director.

The decision of the DES Assistant Director on the protest appeal is final. The DES Assistant Director may issue further clarifications if determined necessary.

PROTEST AFTER AWARD:

PROTEST AFTER AWARD CRITERIA:

Protests after Award will be considered only if the protest concerns:

1. A matter which arises after the Award or
2. Could not reasonably have been known or discovered prior to Award.

INITIATING THE PROTEST PROCESS AFTER AWARD:

The protesting Bidder must notify both the State Procurement Coordinator in charge of the solicitation process and the Bidder that has received the Award that a protest of the Award is being made. This notification must be made as soon as possible after the Notice of Award is issued by an immediate communication method such as telephone or e-mail. The protesting Bidder must provide documentation demonstrating that they have notified the Bidder that has received the Award of their protest.

In addition to the above notification requirement, the written protest must be received by the DES Assistant Director in charge of the Master Contracts & Consulting not later than five (5) business days after Notice of Award is issued by the Master Contracts & Consulting.

The DES Assistant Director will:

Issue a decision on the protest within ten (10) business days after the protest was received, unless more time is needed.

The protesting Bidder and the Bidder who has received the Award shall be notified of any delay in issuing the DES Assistant Director's decision if more time is needed.

The decision of the DES Assistant Director is final if the award is upheld. The DES Assistant Director may subsequently issue further clarifications, if necessary.

If the DES Assistant Director finds that the protest should be upheld and the Award canceled, all Bidders, including the protesting Bidder and the Bidder who received the Award, will be notified of the intent to cancel the Award and the reasons therefore.

AWARDED BIDDER APPEAL PROCESS

The Bidder who has received the Award has five (5) business days after receipt of notification of the intent to cancel the award in which to appeal the decision to the Director of Department of Enterprise Services. Copies of the Bidder's appeal must also be sent to the DES Assistant Director and the State Procurement Coordinator responsible for the solicitation.

The Director of Department of Enterprise Services or designee will:

Issue a decision

- a. to both the appealing Bidder and the original protesting Bidder
- b. within ten (10) business days after receipt of the appeal, unless more time is needed
 - i. If more time is needed to issue a decision, all Bidders, including the appealing Bidder and the original protesting Bidder, will be notified.

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DECISION FINAL

The appeal decision of the Director of Department of Enterprise Services is final. The Director of Department of Enterprise Services may subsequently issue further clarifications if necessary,

APPEAL UPHELD AND CONTRACT AWARD UPHELD

If the Director of Department of Enterprise Services upholds the appeal and upholds the contract as awarded, the State Procurement Coordinator will notify all Bidders of the decision.

APPEAL DENIED AND AWARD CANCELED

If the Director of Department of Enterprise Services upholds the decision of the DES Assistant Director the Master Contracts & Consulting will proceed with cancellation of the award.

If the award is cancelled, the Assistant director of DES may reject all bids, quotes or proposals pursuant to RCW 43.1911(4) and solicit new bids, quotes or proposals.

If the Assistant director of DES does not decide to reject all bids, an award will be made to the next lowest responsive and responsible Bidder.

PROTEST AND APPEALS – FORM AND SUBSTANCE

All protests and appeals must:

1. be in writing,
2. signed by the protesting or appealing Bidder or an authorized agent
3. delivered within the time frame(s) outlined herein
4. addressed to that individual within the Master Contracts & Consulting or Department of Enterprise Services assigned review responsibilities as specified above

The protesting or appealing Bidder must:

1. state all facts and arguments on which the protesting or appealing Bidder is relying as the basis for its action
2. attach any relevant exhibits related, or referred to in the written protest or appeal
3. mail, fax or deliver copies of all protests, appeals, and exhibits to the Bidder or Bidders against whom the protest is made at the same time such protest, appeal, and exhibits are submitted to the Master Contracts & Consulting or Department of Enterprise Services.

COMMUNICATION DURING PROTESTS AND APPEALS

All communications relative to a solicitation that is being protested or appealed must be coordinated through that person conducting the official review for the Master Contracts & Consulting or Department of Enterprise Services.

PART II MODEL CONTRACT

State of Washington
Department of Enterprise Services
Master Contracts & Consulting (MCC)



Contract #00212 For Electronic Monitoring of Offenders

Under the Authority of
State of Washington, Chapter 43.19 RCW

1.0 OVERVIEW

1.1 CONTRACT SCOPE

The purpose of this contract is the purchase of vendor-provided equipment and services for the monitoring of offenders through Radio Frequency (RF) electronic monitoring, alcohol monitoring, transdermal alcohol monitoring, and satellite monitoring and remote tracking service (GPS), (for both one-piece body-attached device and multi-piece device systems). Contracts may be established with one or more vendors for each of these monitoring services and may be modified as necessary to add new technology or enhancements to existing equipment/service available from the contract vendor.

However, during the term of this contract should new methods or types of offender monitoring equipment and/or services become available in the marketplace from a non-contract vendor the state reserves the right to establish separate contracts for such monitoring equipment/services.

1.2 CONTRACT SCOPE AND MODIFICATIONS

The MMC reserves the right to modify this Contract by mutual agreement between the MCC and the Contractor, so long as such modification is substantially within the scope of the original Contract. Such modifications will be evidenced by issuance of a written authorized amendment by the Contract Administrator.

1.3 RECITALS

The state of Washington (acting as the Lead State for the Western States Contracting Alliance - WSCA), acting by and through MCC, issued a Request for Proposal for the purpose of purchasing equipment and services for the electronic monitoring of offenders in accordance with its authority under Chapter 43.19 RCW.

[Contractor] submitted a timely Response to the MCC's Solicitation (incorporated by reference).

The MCC evaluated all properly submitted Responses to the above-referenced RFP and has identified *[Contractor]* as one of the apparently successful Contractors.

The MCC has determined that entering into a Contract with *[Contractor]* will meet Purchaser's needs and will be in Purchaser's best interest.

NOW THEREFORE, MCC awards to *[Contractor]* this Contract, the terms and conditions of which shall govern Contractor's furnishing to Purchasers the equipment and services identified herein for the electronic monitoring of offenders. This Contract is not for personal use.

IN CONSIDERATION of the mutual promises as hereinafter set forth, the parties agree as follows:

1.4 ESTIMATED USAGE

Based on past and/or projected future usage, it is estimated that purchases over the initial three (3) year term of the Contract may approximate \$20,000,000 for contract products and services. This estimate was provided solely for the purpose of assisting Bidders in preparing their Response. Orders will be placed by Purchasers (Participating Entities) only on an as needed basis.

The State of Washington/WSCA does not represent or guarantee any minimum level of purchase.

1.5 CONTRACT TERM

The initial term of this contract is for approximately three (3) years from the effective date of the contract through December 31, 2016 with the option to extend for additional term(s) or portions thereof. Extension for each additional term shall be offered at the sole discretion of the MCC and are subject to written mutual agreement. The total contract term, including the initial term and all subsequent extensions, shall not exceed ten (10) years unless an emergency exists and/or special circumstances require a partial term extension. The MCC reserves the right to extend with all or some of the Contractors, solely determined by the MCC.

1.6 PURCHASERS/PARTICIPATING ENTITIES

Participating Entities

Potential Purchasers/Participating Entities include members of the Western States Contracting Alliance. The Western States Contracting Alliance (WSCA) is a cooperative group-contracting consortium for state government departments, institutions, institutions of higher education, agencies and political subdivisions (e.g., school districts, counties, cities, etc.,) for the States of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming. WSCA is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO). The balance of the 50 states, the District of Columbia, US Territories and other public entities may also use WSCA contracts.

In addition to the State of Washington, the following Participating Entities have signified their intent to participate in this contract: State of Montana (est. \$7,500), State of Utah (RF est. \$18,000), State of South Dakota (est. \$80,500), State of Hawaii (est. \$67,500), State of New Mexico (est. \$850,000), State of Arkansas (no specific requirement identified), State of Virginia (est. \$1,000,000), State of Alaska (no dollar estimated provided), State of Connecticut (est. \$500,000), State of Oklahoma (est. \$1,456,195), State of California (no dollar estimated provided), State of Nevada (est. same as listed on page 11 showing 2011 reported revenues from the state by category of service); State of South Carolina (est. \$3,374,850); State of North Dakota (est. \$518,416); State of Louisiana (est. \$544,584); State of Michigan (est. \$5,680,760); State of Mississippi (no specific requirement identified); and State of Rhode Island (est. \$247,000). (See also *Appendix H Intent to Participate for Electronic Monitoring of Offenders Contract*)

However, this Intent to Participate document is not binding. During the term of this Contract, other states and public entities may use this contract by executing a Participating Addendum between themselves and the Contractor.

Washington State Purchasing Cooperative (WSPC)

Additionally, this Contract may be used by members of the Washington State Purchasing Cooperative (WSPC) including where applicable: State Agencies, Institutions of Higher Education, Political Subdivisions, and Non-Profit Corporations. A list of WSPC members is available at <http://www.ga.wa.gov/PCA/SPC.htm>

The State of Washington reserves the right to define the delivery process for any and all awarded vendor services for the purpose of sales within Washington State. This includes the right to establish an independent broker to work with prisons, other correctional institutions and other offender monitoring activities.

2.0 CONTRACT ADMINISTRATION

2.1 MCC CONTRACT ADMINISTRATOR

The MCC shall appoint a single point of contact that will be the Contract Administrator for this Contract and will provide oversight of the activities conducted hereunder. The Contract Administrator will be the principal contact for Contractor concerning business activities under this Contract. The MCC will notify Contractor, in writing, when there is a new Contract Administrator assigned to this Contract.

2.2 ADMINISTRATION OF CONTRACT

MCC will maintain Contract information and pricing and make it available on the DES web site.

2.3 CONTRACTOR SUPERVISION AND COORDINATION

Contractor shall:

1. Competently and efficiently, supervise and coordinate the implementation and completion of all Contract requirements specified herein;
2. Identify the Contractor's Representative, who will be the principal point of contact for the MCC Contract Administrator concerning Contractor's performance under this Contract.
3. Immediately notify the Contract Administrator in writing of any change of the designated Contractor's Representative assigned to this Contract; and
4. Violation of any provision of this paragraph may be considered a material breach establishing grounds for Contract termination.
5. Be bound by all written communications given to or received from the Contractor's Representative.

2.4 POST AWARD CONFERENCE

The Contractor may be required to attend a post award conference scheduled by the Procurement Coordinator to discuss contract performance requirements. The time and place of this conference will be scheduled following contract award.

2.5 CONTRACT MANAGEMENT

Upon award of this Contract, the Contractor shall:

1. Review the impact of the award and take the necessary steps needed to ensure that contractual obligations will be fulfilled.
2. Promote and market the use of this Contract to all authorized contract Purchasers/Participating Entities.
3. Ensure that those who endeavor to utilize this Contract are authorized Purchasers/Participating Entities under the terms and conditions of this Contract.
4. At no additional charge, assist Purchasers/Participating Entities in the following manner to make the most cost effective, value based, purchases including, but not limited to:
 - a) Visiting the Purchaser/Participating Entities site and providing them with materials/supplies/equipment recommendations.
 - b) Providing Purchasers/Participating Entities with a detailed list of contract products and services including current contract pricing.

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5. The Contractor shall designate a customer service representative who will be responsible for addressing Purchaser/Participating Entities issues including, but not limited to:
 - a) Logging requests for service, ensuring equipment repairs are completed in a timely manner, dispatching service technicians, and processing warranty claim documentation.
 - b) Providing Purchasers/Participating Entities with regular and timely status updates in the event of an order or repair fulfillment delay.
6. Acting as the lead and liaison between the Contractor and Purchaser/Participating Entities in resolving warranty claims for Contract items purchased.

2.6 CHANGES

Alterations to any of the terms, conditions, or requirements of this Contract shall only be effective upon written issuance of a mutually agreed Contract Amendment by the Contract Administrator. However, changes to point of contact information may be updated without the issuance of a mutually agreed Contract Amendment.

2.7 CONTRACT ADMINISTRATION FEE

The Contract(s) will be subject to a WSCA Administration Fee. Bidder(s) will include this fee in its bid pricing and not as a separate line item to Purchasers/Participating Entities. The Contractor(s) will collect the fees and distribute the fees to WSCA as outlined below.

The WSCA Administration Fee will be one-half of one percent (0.5%) on all purchases made under authority of the Contract. Purchases are defined as total invoice price less any applicable sales tax. No taxes will be assessed against this WSCA Administration Fee.

The WSCA Administrative fee shall be paid within sixty (60) days after the end of the calendar quarter. It is the Contractor's responsibility to calculate and remit the Administrative Fee since WSCA does not issue an invoice for this fee. Contractor shall indicate the Contract Number 00212 and include with the remittance, a quarterly sales report by WSCA contract participant. The administrative fee shall be paid to:

WSCA/NASPO
NASPO PROGRAM MANAGER
201 EAST MAIN STREET, SUITE 1450
LEXINGTON, KY 40507

In addition to the WSCA Administration Fee as stated above, some Participating Entities may also require an administrative fee, and it will be incorporated into the Participating Entity's Participating Addendum. Participating Entity Administrative Fees may or may not be added to the price of contract products/services as determined between themselves.

2.8 WASHINGTON'S STATEWIDE VENDOR PAYMENT REGISTRATION

Contractors are required to be registered in the Statewide Vendor Payment system, prior to submitting a request for payment from Purchasers located within the state of Washington under this Contract. Purchasers who are Washington state agencies require registration to be completed prior to payment.

The Washington State Office of Financial Management (OFM) maintains a central contractor registration file for Washington State agencies to process contractor payments.

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To obtain registration materials go to <http://www.ofin.wa.gov/accounting/vendors.asp> the form has two parts; Part 1 is the information required to meet the above registration condition. Part 2 allows the state to pay invoices electronically with direct deposit and is the state's most efficient method of payment and you are encouraged to sign up for this form of payment.

2.9 SALES & SUBCONTRACTOR REPORTS

The Contractor shall provide a Sales and Subcontractor Report to the Master Contracts & Consulting on a quarterly basis in the electronic format provided by the Master Contracts & Consulting at: <https://fortress.wa.gov/ga/apps/CSR/Login.aspx>.

Reports must be submitted electronically within thirty (30) days after the end of the calendar quarter, i.e., no later than April 30th, July 31st, October 31st and January 31st.

2.10 OTHER MCC REQUIRED REPORT(S)

All MMC required reports under this contract must be delivered to the Contract Administrator. Contractor may be required to provide a detailed annual contract sales history report that may include but is not limited to product/service description, per unit quantities/services supplied, contract price in an electronic format that can be read by MS Excel. Other required reports will be designed and approved by the parties by mutual agreement.

2.11 WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS)

Contractor shall be registered in the Contractor registration system, Washington's Electronic Business Solution (WEBS) www.ga.wa.gov/webs, maintained by the Washington State Department of Enterprise Services. Contractors already registered need not re-register. It is the sole responsibility of Contractor to properly register with WEBS and maintain an accurate Contractor profile in WEBS.

3.0 PRICING

3.1 PRICE PROTECTION

Contractor warrants that prices of materials, supplies, services, and/or equipment set forth herein do not exceed those charged by the Contractor to any other customer purchasing the same under similar conditions and in like or similar quantities.

3.2 NO ADDITIONAL CHARGES

Unless otherwise specified herein, no additional charges by the Contractor will be allowed including, but not limited to: handling charges such as packing, wrapping, bags, containers, reels; or the processing fees associated with the use of credit cards. Notwithstanding the foregoing, in the event that market conditions, laws, regulations or other unforeseen factors dictate, at the Contract Administrators sole discretion, additional charges may be allowed.

3.3 VOLUME/PROMOTIONAL DISCOUNTS

Contract prices are the maximum or ceiling price Contractor can charge. The Contractor may also offer volume and/or promotional price discounts to Purchasers/Participating Entities.

3.4 NEW PRODUCTS/SERVICES

A Contractor may propose a revision to its contract offerings to reflect technical product upgrades or other changed products and/or services appropriate to the scope of the Contract. These proposed new products/services with associated pricing may be provided to the MCC Contract Administrator

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for approval. Contract Administrator has the sole discretion to accept or reject such product/service offerings and pricing. New or changed products/services proposed by Contractor must meet the requirements established in the original solicitation document or subsequent revisions. If approved by MCC, the new products/services will be added to the Contract by written amendment.

3.5 PRICE ADJUSTMENTS

At least one hundred twenty (120) calendar days before the end of the current term of this Contract and subsequent extension periods, Contractor may propose purchase price and support (service) rate increases by written notice to the MCC's Contract Administrator. Price adjustments may be taken into consideration by the MCC's Contract Administrator when determining whether to extend this Contract. Price increases will not be considered without supporting documentation sufficient to justify the requested increase. Contractor shall provide a detailed breakdown of their costs upon request.

Contractors shall not make contract extensions contingent on price adjustments.

Documentation must be based on published indices, such as the Producer Price Index and/or the result of increases at the manufacturer's level, incurred after contract commencement date. The grant of any price adjustment will be at the sole discretion of the MCC and, if granted, shall not produce a higher profit margin for the Contractor than that established by the original contract pricing. The Contractor shall be notified in writing by the Contract Administrator of any price adjustment granted by the MCC, and such price adjustment shall be set forth in a written amendment to the contract.

4.0 CONTRACTOR QUALIFICATIONS AND REQUIREMENTS

4.1 ESTABLISHED BUSINESS

Prior to commencing performance, or prior to that time if required by the MCC, law or regulation, Contractor must be an established business firm with all required licenses, fees, bonding, facilities, equipment and trained personnel necessary to meet all requirements and perform the work as specified in the Solicitation. Contractor shall maintain compliance with these requirements throughout the life of this contract.

The MCC reserves the right to require receipt of proof of compliance with said requirements within ten (10) calendar days from the date of request, and to terminate this Contract as a material breach for noncompliance with any requirement of this paragraph.

4.2 USE OF SUBCONTRACTORS

In accordance with RFP requirements, Contractor agrees to take complete responsibility for all actions of its Subcontractors.

Prior to performance, Contractor shall identify all subcontractors who will perform services in fulfillment of contract requirements, including their name, the nature of services to be performed, address, telephone, facsimile, email, federal tax identification number (TIN), and anticipated dollar value of each subcontract:

The MCC reserves the right to approve or reject any and all Subcontractors that are identified by the Contractor. Any Subcontractors not listed in the Bidder's Response, who are engaged by the Contractor, must be pre-approved, in writing, by the MCC.

Specific restrictions apply to contracting with current or former state employees pursuant to Chapter 42.52 RCW.

4.3 SUBCONTRACTS AND ASSIGNMENT

Contractor shall not Subcontract, assign, or otherwise transfer its obligations under this Contract without the prior written consent of the Contract Administrator. Contractor shall provide a minimum of thirty (30) calendar days advance notification of intent to Subcontract, assign, or otherwise transfer its obligations under this Contract. Violation of this condition may be considered a material breach establishing grounds for Contract termination. The Contractor shall be responsible to ensure that all requirements of the Contract shall flow down to any and all Subcontractors. In no event shall the existence of a Subcontract operate to release or reduce the liability of Contractor to the state for any breach in the performance of the Contractor's duties.

4.4 CONTRACTOR AUTHORITY AND INFRINGEMENT

Contractor is authorized to sell under this Contract, only those materials, supplies, services and/or equipment as stated herein and allowed for by the provisions of this Contract. Contractor shall not represent to any Purchasers that they have the contract authority to sell any other materials, supplies, services and/or equipment. Further, Contractor may not intentionally infringe on other established Washington State Contracts.

4.5 MATERIALS AND WORKMANSHIP

The Contractor shall be required to furnish all materials, supplies, equipment and/or services necessary to perform Contractual requirements. Materials, supplies and workmanship used in the construction of equipment for this Contract shall conform to all applicable federal, state, and local codes, regulations and requirements for such equipment, specifications contained herein, and the normal uses for which intended. Materials, supplies and equipment shall be manufactured in accordance with the best commercial practices and standards for this type of materials, supplies, and equipment.

4.6 MERCURY CONTENT AND PREFERENCE

Contractor shall provide mercury-free products when available. Should mercury-free products not exist, contractors shall provide products with the lowest mercury content available. Contractor shall disclose products that contain added mercury and provide an explanation that includes the amount or concentration of mercury, and justification as to why added mercury is necessary for the function or performance of the product.

The MCC reserves the right to require receipt of proof of compliance with said requirements within ten (10) calendar days from the date of request, and to terminate this Contract as a material breach for noncompliance with any requirement of this paragraph.

5.0 DELIVERY REQUIREMENTS

5.1 ORDER FULFILLMENT REQUIREMENTS

Authorized Purchasers/Participating Entities may place orders against this Contract either in person, electronically, facsimile or by phone. Once an order is issued, the following shall apply:

1. For purposes of price verification and auditing, upon receipt of a purchase order the Contractor shall send the Purchaser an order confirmation notification that identifies applicable Contract prices to be applied to the order.
2. Upon the request of the Purchaser, the Contractor shall supply Purchaser documentation needed to verify Contract pricing compliance.

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3. Product damaged prior to acceptance will either be replaced or repaired in an expedited manner at Contractor's expense. Alternatively, at the Purchaser's option, any possible damage to the product can be noted on the receiving report and the cost deducted from final payment.

The Contractor is responsible to verify delivery conditions/requirements with the Purchaser prior to the delivery.

5.2 EQUIPMENT DEMONSTRATION

During the term of the contract the Contractor may be requested by a Purchaser/Participating Entity to provide an on-site demonstration of the equipment and services available through this contract. Such demonstration(s) shall be provided at no additional cost to the Purchaser/Participating Entity at a mutually agreed upon date and location.

5.3 SHIPPING AND RISK OF LOSS

Contractor shall ship all Products purchased pursuant to this Contract, freight prepaid, FOB Purchaser's specified destination. The method of shipment shall be consistent with the nature of the Products and hazards of transportation. Regardless of FOB point, Contractor agrees to bear all risks of loss, damage, or destruction of the Products ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence; and such loss, damage, or destruction shall not release Contractor from any obligation hereunder. After delivery, the risk of loss or damage shall be borne by Purchaser, except loss or damage attributable to Contractor's fault or negligence.

5.4 DELIVERY

Delivery of Products must be made during Purchaser's normal work hours and within time frames mutually agreed in writing between the Purchaser and Contractor at the time of order placement.

Failure to comply with agreed upon delivery times may subject Contractor to damages. The Purchaser may refuse shipment when delivered after normal working hours. The Contractor shall verify specific working hours of individual Purchasers and instruct carrier(s) to deliver accordingly. The acceptance by the Purchaser of late performance, with or without objection or reservation by the Purchaser, shall not waive the right to claim damage for such breach, nor preclude the MCC or Purchaser from pursuing any other remedy provided herein, including termination, nor shall such acceptance of late performance constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor.

All deliveries are to be made to the applicable delivery location as indicated in the Order Document. When applicable, the Contractor shall take all necessary actions to safeguard items during inclement weather. In no case shall the Contractor initiate performance prior to receipt of written or verbal authorization from authorized Purchasers. Expenses incurred otherwise shall be borne solely by the Contractor.

5.5 SITE SECURITY

While on Purchaser's/Participating Entity's premises, Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations.

5.6 INSPECTION AND REJECTION

The Purchaser's/Participating Entity's inspection of all materials, supplies and equipment upon delivery is for the purpose of forming a judgment as to whether such delivered items are what was

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ordered, were properly delivered and ready for Acceptance. Such inspection shall not be construed as final acceptance, or as acceptance of the materials, supplies or equipment, if the materials, supplies or equipment does not conform to contractual requirements. If there are any apparent defects in the materials, supplies, or equipment at the time of delivery, the Purchaser will promptly notify the Contractor. Without limiting any other rights, the Purchaser may require the Contractor to: (1) repair or replace, at Contractor's expense, any or all of the damaged goods; (2) refund the price of any or all of the damaged goods; or (3) accept the return of any or all of the damaged goods.

5.7 TREATMENT OF ASSETS

1. Title to all property furnished by the Purchaser/Participating Entity shall remain with the Purchaser/Participating Entity, as appropriate. Title to all property furnished by the Contractor, the cost for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Purchaser upon delivery of such property by the Contractor and acceptance by the Purchaser. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in the Purchaser upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the Purchaser in whole or in part, whichever first occurs.
2. Any property of the Purchaser furnished to the Contractor shall, unless otherwise provided herein or approved by the Purchaser, be used only for the performance of this Contract.
3. The Contractor shall be responsible for damages as a result of any loss or damage to property of the Purchaser which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances.
4. If any Purchaser property is lost, destroyed, or damaged, the Contractor shall immediately notify the Purchaser and shall take all reasonable steps to protect the property from further damage.
5. The Contractor shall surrender to the Purchaser all property of the Purchaser prior to settlement upon completion, termination, or cancellation of this contract.
6. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

5.8 LABELING

Individual shipping cartons shall be labeled with the name of the ordering agency, order number, contract number, contractor, state stock numbers, and where applicable, date of manufacture, batch number, storage requirements, conditions, and recommended shelf life. Contractors are encouraged to offer product packaging with recycled content.

6.0 PAYMENT

6.1 ADVANCE PAYMENT PROHIBITED

No advance payment shall be made for the Products and Services furnished by Contractor pursuant to this Contract.

Notwithstanding the above, maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.

6.2 IDENTIFICATION

All invoices, packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number and the applicable Purchaser's/Participating Entity's order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

6.3 PAYMENT, INVOICING AND DISCOUNTS

Payment is the sole responsibility of, and will be made by, the Purchaser/Participating Entity.

Contractor shall provide a properly completed invoice to Purchaser/Participating Entity. All invoices are to be delivered to the address indicated in the purchase order.

Each invoice shall be identified by the associated WSCA Contract Number; the Purchaser's/Participating Entity's contract/purchase order number (as applicable), and shall be in U.S. dollars. Invoices shall be prominently annotated by the Contractor with all applicable prompt payment and/or volume discount(s) and shipping charges unless otherwise specified in the Solicitation. Hard copy credit memos are to be issued when the state has been overcharged.

Invoices for payment will accurately reflect all discounts due the Purchaser/Participating Entity. Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of a properly completed invoice denominated in U.S. dollars and until all invoiced items are received and satisfactory performance of Contractor has been accepted by the Purchaser/Participating Entity. If an adjustment in payment is necessary due to damage or dispute, any prompt payment discount period shall commence on the date final approval for payment is authorized.

Under Chapter 39.76 RCW , if Purchaser fails to make timely payment(s), Contractor may invoice for 1% per month on the amount overdue or a minimum of \$1.00. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified, net 30 days will automatically apply. Payment(s) made in accordance with Contract terms shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Contractor. If the Purchaser/Participating Entity fails to make timely payment(s) or issuance of credit memos, the Contractor may impose a 1% per month on the amount overdue.

Payment for materials, supplies and/or equipment received and for services rendered shall be made by Purchaser/Participating Entity and be redeemable in U.S. dollars. Unless otherwise specified, the Purchaser's/Participating Entity's sole responsibility shall be to issue this payment. Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the Contractor.

6.4 TAXES, FEES AND LICENSES

Taxes:

Where required by statute or regulation, the Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. Unless otherwise indicated, the Purchaser agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the Contractor shall be made for federal excise taxes and the Purchaser/Participating Entity agrees to furnish Contractor with an exemption certificate where appropriate.

Collection of Retail Sales and Use Taxes:

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In general, Contractors engaged in retail sales activities within the State of Washington are required to collect and remit sales tax to Department of Revenue (DOR). In general, out-of-state Contractors must collect and remit "use tax" to Department of Revenue if the activity carried on by the seller in the State of Washington is significantly associated with Contractor's ability to establish or maintain a market for its products in Washington State. Examples of such activity include where the Contractor either directly or by an agent or other representative:

1. Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
2. Maintains an in-state inventory or stock of goods for sale;
3. Regularly solicits orders from Purchasers located within the State of Washington via sales representatives entering the State of Washington;
4. Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with Purchasers in an attempt to establish or maintain market(s); or
5. Other factors identified in WAC 458-20.

Department of Revenue Registration for Out-of-State Contractors:

Out-of-state Contractors meeting any of the above criteria must register and establish an account with the Department of Revenue. Refer to WAC 458-20-193, and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit "use tax," Purchasers located in the State of Washington are responsible for paying this tax, if applicable, directly to the Department of Revenue.

Fees/Licenses:

After award of Contract, and prior to commencing performance under the Contract, the Contractor shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for Contract performance. It is the Contractor's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this Contract.

Customs/Brokerage Fees:

Contractor shall take all necessary actions, including, but not limited to, paying all customs, duties, brokerage, and/or import fees, to ensure that materials, supplies, and/or equipment purchased under the Contract are expedited through customs. Failure to do so may subject Contractor to liquidated damages as identified herein and/or to other remedies available by law or Contract. Neither the MCC nor the Purchaser will incur additional costs related to Contractor's payment of such fees.

Taxes on Invoice:

Contractor shall calculate and enter the appropriate Washington State and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

6.5 OVERPAYMENTS TO CONTRACTOR

Contractor shall refund to Purchaser/Participating Entity the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days' written notice. If Contractor fails to make timely refund, Purchaser may charge Contractor one percent (1%) per month on the amount due, until paid in full.

6.6 AUDITS

The MCC Contract Administrator and/or the Purchaser/Participating Entity reserves the right to audit, or have a designated third party audit, applicable records to ensure that the Purchaser/Participating Entity has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing may be considered complete cause for contract termination.

7.0 QUALITY ASSURANCE

7.1 RIGHT OF INSPECTION

Contractor shall provide right of access to its facilities to MCC, or any of MCC's officers, or to any other authorized agent or official of the state of Washington or other Participating Entity, or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

7.2 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any written commitment by Contractor within the scope of this Contract shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and shall render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor in its Response or contained in any Contractor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its Response or used to effect the sale to Purchaser.

7.3 PRODUCT WARRANTY

Warranty(ies): Unless otherwise specified, full parts and labor warranty period shall be for a minimum period of one (1) year after receipt of materials or equipment by the Purchaser. All materials or equipment provided shall be new and unused (or like new with no blemishes or defects), of the latest model or design and of recent manufacture.

In the event of conflict between Contract terms and conditions and Contractor's submitted warranty, the Contract terms and conditions shall prevail; except, to afford the Purchaser/Participating Entity maximum benefits, the MCC may avail itself of the Contractor's warranty if deemed more beneficial to the Purchaser/Participating Entity.

7.4 WARRANTIES

Contractor warrants that all materials, supplies, services and/or equipment provided under this Contract shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any materials, supplies, service and/or equipment, and inspection incidental thereto, by the Purchaser shall not alter or affect the obligations of the Contractor or the rights of the Purchaser.

The Contractor warrants for a period of one year(s) from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Participating Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the

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warranty, the Contractor will repair or replace (at no charge to the Participating Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

7.5 DATE WARRANTY

Contractor warrants that all Products provided under this Contract: (i) do not have a life expectancy limited by date or time format; (ii) will correctly record, store, process, and present calendar dates; (iii) will lose no functionality, data integrity, or performance with respect to any date; and (iv) will be interoperable with other software used by Purchaser that may deliver date records from the Products, or interact with date records of the Products ("Date Warranty"). In the event a Date Warranty problem is reported to Contractor by Purchaser and such problem remains unresolved after three (3) calendar days, at Purchaser's discretion, Contractor shall send, at Contractor's sole expense, at least one (1) qualified and knowledgeable representative to Purchaser's premises. This representative will continue to address and work to remedy the failure, malfunction, defect, or nonconformity on Purchaser's premises. This Date Warranty shall last perpetually. In the event of a breach of any of these representations and warranties, Contractor shall indemnify and hold harmless Purchaser from and against any and all harm, injury, damages, costs, and expenses incurred by Purchaser arising out of said breach.

7.6 COST OF REMEDY

Cost of Remedying Defects: All defects, indirect and consequential costs of correcting, removing or replacing any or all of the defective materials or equipment will be charged against the Contractor.

7.8 TRAINING

Customer and offender training shall be as specified and described in *Appendix E Specifications*.

8.0 INFORMATION AND COMMUNICATIONS

8.1 ADVERTISING

Contractor shall not publish or use any information concerning this Contract in any format or media for advertising or publicity without prior written consent from the MCC Contract Administrator.

8.2 RETENTION OF RECORDS

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and the provision of materials, supplies, services and/or equipment described herein, including, but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of seven (7) years following the date of final payment or as otherwise specified in *Appendix E Specifications*. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review, or audit by the MCC, personnel duly authorized by the MCC, personnel duly authorized by the Purchaser, the Washington State Auditor's Office, and federal and state officials so authorized by law, regulation or agreement.

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If any litigation, claim or audit is started before the expiration of the seven (7) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

8.3 PROPRIETARY OR CONFIDENTIAL INFORMATION

To the extent consistent with Chapter 42.56 RCW, the Public Disclosure Act, the MCC shall maintain the confidentiality of Contractor's information marked confidential or proprietary. If a request is made to view Contractor's proprietary information, the MCC will notify Contractor of the request and of the date that the records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, the MCC will release the requested information on the date specified.

The MCC's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Contractor of any request(s) for disclosure for so long as the MCC retains Contractor's information in the MCC records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are exempt from disclosure.

8.4 NON-ENDORSEMENT AND PUBLICITY

Neither the MCC nor the Purchasers/Participating Entities are endorsing the Contractor's Products or Services, nor suggesting that they are the best or only solution to their needs. Contractor agrees to make no reference to the state of Washington, MCC, Purchaser/Participating Entity in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of the MCC and/or the impacted Participating Entity.

8.5 PROTECTION OF CONFIDENTIAL AND PERSONAL INFORMATION

Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either Chapter 42.17 RCW or other state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Purchaser's express written consent or as provided by law. Contractor agrees to release such information or material only to employees or Subcontractors who have signed a nondisclosure agreement, the terms of which have been previously approved by Purchaser. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

"Personal information" including, but not limited to, "Protected Health Information" (PHI) under Health Insurance Portability And Accountability Act (HIPAA), individuals' names, addresses, phone numbers, birth dates, and social security numbers collected, used, or acquired in connection with this Contract shall be protected against unauthorized use, disclosure, modification or loss.

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HIPAA establishes national minimum standards for the use and disclosure of certain health information. The Contractor must comply with all HIPAA requirements and rules when determined applicable by the Purchaser. If Purchaser determines that (1) Purchaser is a "covered entity" under HIPAA, and that (2) Contractor will perform "business associate" services and activities covered under HIPAA, then at Purchaser's request, Contractor agrees to execute Purchaser's business associate Contract in compliance with HIPAA.

Contractor shall ensure its directors, officers, employees, Subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as otherwise required by law.

Any breach of this provision may result in termination of the Contract and demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the State of Washington and the Purchaser for any damages related to both: (1) the Contractor's unauthorized use of personal information and (2) the unauthorized use of personal information by unauthorized persons as a result of Contractor's failure to sufficiently protect against unauthorized use, disclosure, modification, or loss.

Contractor shall maintain a log documenting the following: the Confidential Information received in the performance of this Contract; the purpose(s) for which the Confidential Information was received; who received, maintained and used the Confidential Information; and the final disposition of the Confidential Information. Contractor's records shall be subject to inspection, review or audit in accordance with Retention of Records.

Purchaser reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

Immediately upon expiration or termination of this Contract, Contractor shall, at Purchaser's option: (i) certify to Purchaser that Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser requires of Contractor to protect Purchaser's Confidential Information.

9.0 GENERAL PROVISIONS

9.1 GOVERNING LAW/VENUE

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.2 SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

9.3 SURVIVORSHIP

All transactions executed for Products and Services provided pursuant to the authority of this Contract shall be bound by all of the terms, conditions, Prices and Price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of the sections titled Overpayments to Contractor; Contractor's Commitments, Warranties and Representations; Protection of Confidential and Personal Information; Order of Precedence, Incorporated Documents, Conflict and Conformity; Non-Endorsement and Publicity; Retention of Records; Proprietary or Confidential Information; Disputes and Remedies; and Limitation of Liability shall survive the termination of this Contract.

9.4 INDEPENDENT STATUS OF CONTRACTOR

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW, or Title 51 RCW.

9.5 GIFTS AND GRATUITIES

Contractor shall comply with all state laws regarding gifts and gratuities, including but not limited to: RCW 43.19.1937, RCW 43.19.1939, RCW 42.52.150, RCW 42.52.160, and RCW 42.52.170 under which it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with state business or contract activities.

Under RCW 43.19.1937 and the Ethics in Public Service Law, Chapter 42.52 RCW state officers and employees are prohibited from receiving, accepting, taking or seeking gifts (except as permitted by RCW 42.52.150) if the officer or employee participates in contractual matters relating to the purchase of goods or services.

9.6 IMMUNITY AND HOLD HARMLESS

(The following section applies to State of Washington Agencies and Purchasing Cooperative Members only.)

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries, death or damage to property arising out of or resulting from the performance of the contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend, and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of Contractor.

Contractor waives its immunity under Title 51 to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

9.8 NO WAIVER OF SOVEREIGN IMMUNITY

In no event shall this Master Agreement, any Participating Addendum or any contract or any purchase order issued thereunder, or any act of a Lead State or a Participating Entity, be a waiver by the Participating Entity of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the Participating State. This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

9.9 PERSONAL LIABILITY

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Washington when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

9.10 INSURANCE

General Requirements:

Contractor shall, at their own expense, obtain and keep in force insurance as follows until completion of the Contract. Upon request, Contractor shall furnish evidence in the form of a certificate of insurance satisfactory to the State of Washington that insurance, in the following kinds and minimum amounts, has been secured. Failure to provide proof of insurance, as required, will result in Contract cancellation.

Contractor shall include all Subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each Subcontractor.

Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

Specific Requirements:

Employers Liability (Stop Gap): The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than \$1,000,000.00. The State of Washington will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this Contract.

Commercial General Liability Insurance: The Contractor shall at all times during the term of this Contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this

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Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness and death, and property damage arising out of the Contractor's premises/operations, independent Contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business Contract), and contain separation of insured's (cross liability) conditions.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

General Aggregate Limits (other than products-completed operations)	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury Aggregate	\$1,000,000
Each Occurrence (applies to all of the above)	\$1,000,000
Fire Damage Limit (per occurrence)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000

Business Auto Policy (BAP):

In the event that services delivered pursuant to this Contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, Subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Additional Insurance Provisions:

All above insurance policies shall include, but not be limited to, the following provisions:

Additional Insured:

The State of Washington and all authorized Purchasers shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.

Notice of Policy(ies) Cancellation/Non-renewal:

For insurers subject to Chapter 48.18 RCW (Admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the director of purchasing or designee forty-five (45) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this Contract. Written notice shall include the affected Contract reference number.

Surplus Lines:

For insurers subject to Chapter 48.15 RCW (Surplus Lines) a written notice shall be given to the director of purchasing or designee twenty (20) calendar days prior to cancellation or any material

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change to the policy(ies) as it relates to this Contract. Written notice shall include the affected Contract reference number.

Cancellation for Non-payment to Premium:

If cancellation on any policy is due to non-payment of premium, a written notice shall be given the director of purchasing or designee ten (10) calendar days prior to cancellation. Written notice shall include the affected Contract reference number.

Identification:

Policy(ies) and Certificates of Insurance shall include the affected Contract reference number.

Insurance Carrier Rating:

The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Risk Manager for the State of Washington, by submitting a copy of the Contract and evidence of insurance before Contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

Excess Coverage:

The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.

Limit Adjustments:

The state reserves the right to increase or decrease limits as appropriate.

9.11 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with the provisions of Title 51 RCW Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the MCC may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from the Contractor.

9.12 NONDISCRIMINATION

During the performance of this Contract, the Contractor shall comply with all applicable federal and state nondiscrimination laws, regulations and policies, including, but not limited to, Title VII of the Civil Rights Act, 42 U.S.C. section 12101 et. seq.; the Americans with Disabilities Act (ADA); and, Chapter 49.60 RCW, Discrimination – Human Rights Commission.

9.13 OSHA AND WISHA REQUIREMENTS

Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Administration (OSHA) and, if manufactured or stored in the State of Washington, the Washington Industrial Safety and Health Act (WISHA) and the standards and regulations issued there under, and certifies that all items furnished and purchased will conform to and comply with said laws, standards and regulations. Contractor further agrees to indemnify and hold harmless MCC and Purchaser from all damages assessed against Purchaser as a result of Contractor's failure to comply with those laws, standards and regulations, and for the failure of the items furnished under the Contract to so comply.

9.14 ANTITRUST

The state maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Purchaser. Therefore, the Contractor hereby assigns to the State of Washington any and all of the Contractor's claims for such price fixing or overcharges which arise under federal or state antitrust laws, relating to the materials, supplies, services and/or equipment purchased under this Contract.

9.15 WAIVER

Failure or delay of the MCC or Purchaser to insist upon the strict performance of any term or condition of the Contract or to exercise any right or remedy provided in the Contract or by law; or the MCC's or Purchaser's acceptance of or payment for materials, supplies, services and/or equipment, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the MCC or Purchaser to insist upon the strict performance of the entire agreement by the Contractor. In the event of any claim for breach of Contract against the Contractor, no provision of this Contract shall be construed, expressly or by implication, as a waiver by the MCC or Purchaser of any existing or future right and/or remedy available by law.

9.16 APPLICABLE STANDARD TERMS AND CONDITIONS

Appendix C titled: *(WSCA) Master Agreement Standard Terms and Conditions*, shall supplement the terms and conditions appearing elsewhere within this contract.

10.0 DISPUTES AND REMEDIES

10.1 PROBLEM RESOLUTION AND DISPUTES

Problems arising out of the performance of this Contract shall be resolved in a timely manner at the lowest possible level with authority to resolve such problem. If a problem persists and cannot be resolved, it may be escalated within each organization.

In the event a bona fide dispute concerning a question of fact arises between MCC or the Purchaser and Contractor and it cannot be resolved between the parties through the normal escalation processes, either party may initiate the dispute resolution procedure provided herein.

The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three (3) Business Days. The initiating party shall have three (3) Business Days to review the response. If after this review a resolution cannot be reached, both parties shall have three (3) Business Days to negotiate in good faith to resolve the dispute.

If the dispute cannot be resolved after three (3) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three (3) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the Dispute Resolution Panel within the next three (3) Business Days.

The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

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Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible.

Unless irreparable harm will result, neither party shall commence litigation against the other before the Dispute Resolution Panel has issued its decision on the matter in dispute.

MCC, the Purchaser and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

If the subject of the dispute is the amount due and payable by Purchaser for materials, supplies, services and/or equipment being provided by Contractor, Contractor shall continue providing materials, supplies, services and/or equipment pending resolution of the dispute provided Purchaser pays Contractor the amount Purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Contractor, in good faith, believes is due and payable.

10.2 ADMINISTRATIVE SUSPENSION

When it is in the best interest of the state, the MCC may at any time, and without cause, suspend the Contract or any portion thereof for a period of not more than thirty (30) calendar days per event by written notice from the Contract Administrator to the Contractor's Representative. Contractor shall resume performance on the next business day following the 30th day of suspension unless an earlier resumption date is specified in the notice of suspension. If no resumption date was specified in the notice of suspension, the Contractor can be demanded and required to resume performance within the 30 day suspension period by the Contract Administrator providing the Contractor's Representative with written notice of such demand.

10.3 FORCE MAJEURE

The term "force majeure" means an occurrence that causes a delay that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

Exceptions: Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such party's performance of this Contract is prevented by reason of force majeure.

Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the Rights Reserved below, the time of completion shall be extended by Contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract.

Rights Reserved: The MCC reserves the right to authorize an amendment to this Contract, terminate the Contract, and/or purchase materials, supplies, equipment and/or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the Purchaser or Participating Entity.

10.4 ALTERNATIVE DISPUTE RESOLUTION FEES AND COSTS

In the event that the parties engage in arbitration, mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost

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of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

10.5 NON-EXCLUSIVE REMEDIES

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

10.6 LIMITATION OF LIABILITY

The parties agree that neither Contractor, MCC nor Purchaser shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract. This section does not modify any sections regarding liquidated damages or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled Termination for Default and Retention of Records are not consequential, incidental, indirect, or special damages as that term is used in this section.

Neither the Contractor, the MCC nor Purchaser shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of the Contractor, the MCC or Purchaser. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than the MCC or the Purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of the Contractor, the MCC or the Purchaser, or their respective Subcontractors.

If delays are caused by a Subcontractor without its fault or negligence, Contractor shall not be liable for damages for such delays, unless the Services to be performed were obtainable on comparable terms from other sources in sufficient time to permit Contractor to meet its required performance schedule.

Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

10.7 FEDERAL FUNDING

In the event that a federally funded acquisition results from this procurement, the Contractor may be required to provide additional information (free of charge) at the request of the MCC or Purchaser. Further, the Contractor may be subject to those federal requirements specific to the commodity.

10.8 FEDERAL RESTRICTIONS ON LOBBYING

Contractor certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

10.9 FEDERAL DEBARMENT AND SUSPENSION

The Contractor certifies, that neither it nor its "principals" (as defined in 49 CFR. 29.105 (p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

11.0 CONTRACT TERMINATION

11.1 MATERIAL BREACH

A Contractor may be Terminated for Cause by the MCC, at the sole discretion of the Contract Administrator, for failing to perform a contractual requirement or for a material breach of any term or condition. Material breach of a term or condition of the Contract may include but is not limited to:

1. Contractor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Contract;
2. Contractor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the contract;
3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
4. Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Contractor's proper performance hereunder;
5. Appointment of any receiver, trustee, or similar official for Contractor or any of the Contractor's property and such appointment endangers the Contractor's proper performance hereunder;
6. A determination that the Contractor is in violation of federal, state, or local laws or regulations and that such determination renders the Contractor unable to perform any aspect of the Contract.

11.2 OPPORTUNITY TO CURE

In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the MCC may issue a written cure notice. The Contractor may have a period of time in which to cure. The MCC is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as determined solely within the discretion of the MCC. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages, or otherwise affects any other remedies available against Contractor under the Contract or by law.

If the breach remains after Contractor has been provided the opportunity to cure, the MCC may do any one or more of the following:

1. Exercise any remedy provided by law;
2. Terminate this Contract and any related Contracts or portions thereof;
3. Procure replacements and impose damages as set forth elsewhere in this Contract;
4. Impose actual or liquidated damages;
5. Suspend or bar Contractor from receiving future Solicitations or other opportunities;

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6. Require Contractor to reimburse the state for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Contract.

11.3 TERMINATION FOR CAUSE

In the event the Contract Administrator, in its sole discretion, determines that the Contractor has failed to comply with the conditions of this Contract in a timely manner or is in material breach, the Contract Administrator has the right to suspend or terminate this Contract, in part or in whole. The Contract Administrator shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by the Contract Administrator, or if such corrective action is deemed by the Contract Administrator to be insufficient, the Contract may be terminated. The Contract Administrator reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Contractor or a decision by the Contract Administrator to terminate the Contract.

In the event of termination, the MCC shall have the right to procure for all Purchasers any replacement materials, supplies, services and/or equipment that are the subject of this Contract on the open market. In addition, the Contractor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

If it is determined that: (1) the Contractor was not in material breach; or (2) failure to perform was outside of Contractor's or its Subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience". The rights and remedies of the MCC and/or the Purchaser provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

11.4 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, the MCC, at the sole discretion of the Contract Administrator, may terminate this Contract, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Contractor. If this Contract is so terminated, Purchasers shall be liable only for payment required under this Contract for properly authorized services rendered, or materials, supplies and/or equipment delivered to and Accepted by the Purchaser prior to the effective date of Contract termination. Neither the MCC nor the Purchaser shall have any other obligation whatsoever to the Contractor for such termination. This Termination for Convenience clause may be invoked by the MCC when it is in the best interest of the State of Washington and/or WSCA.

11.5 TERMINATION FOR WITHDRAWAL OF AUTHORITY

In the event that the MCC and/or Purchaser's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, the MCC may terminate this Contract, in whole or in part, by thirty (30) calendar days written notice to Contractor.

11.6 TERMINATION FOR NON-ALLOCATION OF FUNDS

If funds are not allocated to Purchaser(s) to continue this Contract in any future period, MCC may terminate this Contract by thirty (30) calendar days written notice to Contractor or work with

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Contractor to arrive at a mutually acceptable resolution of the situation. Purchaser will not be obligated to pay any further charges for materials, supplies, services and/or equipment including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period. MCC and/or Purchaser agrees to notify Contractor in writing of such non-allocation at the earliest possible time.

No penalty shall accrue to the Purchaser in the event this section shall be exercised. This section shall not be construed to permit MCC to terminate this Contract in order to acquire similar materials, supplies, services and/or equipment from a third party.

11.7 TERMINATION FOR CONFLICT OF INTEREST

MCC may terminate this Contract by written notice to Contractor if it is determined, after due notice and examination, that any party to this Contract has violated Chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, the MCC and /or Purchaser shall be entitled to pursue the same remedies against Contractor as it could pursue in the event that the Contractor breaches this Contract.

11.8 TERMINATION BY MUTUAL AGREEMENT

The MCC and the Contractor may terminate this Contract in whole or in part, at any time, by mutual agreement.

11.9 TERMINATION PROCEDURE

In addition to the procedures set forth below, if the MCC terminates this Contract, Contractor shall follow any procedures the Contract Administrator specifies in the termination notice.

Upon termination of this Contract and in addition to any other rights provided in this Contract, Contract Administrator may require the Contractor to deliver to the Purchaser any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Purchaser shall pay to the Contractor the agreed upon price, if separately stated, for completed work and service(s) Accepted by the Purchaser, and the amount agreed upon by the Contractor and the Purchaser for (i) completed materials, supplies, services rendered and/or equipment for which no separate price is stated, (ii) partially completed materials, supplies, services rendered and/or equipment, (iii) other materials, supplies, services rendered and/or equipment which are Accepted by the Purchaser, and (iv) the protection and preservation of property, unless the termination is for cause, in which case the MCC and the Purchaser shall determine the extent of the liability of the Purchaser. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Purchaser may withhold from any amounts due the Contractor such sum as the Contract Administrator and Purchaser determine to be necessary to protect the Purchaser against potential loss or liability.

The rights and remedies of the MCC and/or the Purchaser provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a termination notice, and except as otherwise expressly directed in writing by the Contract Administrator, the Contractor shall:

1. Stop all work, order fulfillment, shipments, and deliveries under the Contract on the date, and to the extent specified, in the notice;

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2. Place no further orders or subcontracts for materials, services, supplies, equipment and/or facilities in relation to the Contract except as is necessary to complete or fulfill such portion of the Contract that is not terminated;
3. Complete or fulfill such portion of the Contract that is not terminated in compliance with all contractual requirements;
4. Assign to the Purchaser, in the manner, at the times, and to the extent directed by the Contract Administrator on behalf of the Purchaser, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Purchaser has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator and/or the Purchaser to the extent Contract Administrator and/or the Purchaser may require, which approval or ratification shall be final for all the purposes of this clause;
6. Transfer title to the Purchaser and deliver in the manner, at the times, and to the extent directed by the Contract Administrator on behalf of the Purchaser any property which, if the Contract had been completed, would have been required to be furnished to the Purchaser;
7. Take such action as may be necessary, or as the Contract Administrator and/or the Purchaser may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the MCC and/or the Purchaser has or may acquire an interest.

12.0 CONTRACT EXECUTION

12.1 PARTIES

This Contract ("Contract") is entered into by and between the state of Washington, acting by and through the Department of Enterprise Services, Master Contracts & Consulting (MCC), an agency of Washington State government ("MCC" or "State") located at 1500 Jefferson Street SE, Olympia WA 98501, and [Contractor], a [corporation/sole proprietor or other business form] licensed to conduct business in the state of Washington ("Contractor"), located at [Contractor address] for the purpose of providing products and services for the electronic monitoring of offenders.

12.2 ENTIRE AGREEMENT

This Contract document and all subsequently issued amendments comprise the entire agreement between the MCC and the Contractor. No other statements or representations, written or oral, shall be deemed a part of the Contract.

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and except as provided in the section titled **Contractor Commitments, Warranties and Representations**, understandings, agreements, representations, or warranties not contained in this Contract or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, Price, quality, or Specifications of this Contract will be effective without the written consent of both parties.

12.3 ORDER OF PRECEDENCE, INCORPORATED DOCUMENTS, CONFLICT AND CONFORMITY

Incorporated Documents:

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Each of the documents listed below is, by this reference, incorporated into this Contract as though fully set forth herein.

1. The MCC's Solicitation document #00212 with all attachments and exhibits, and all amendments thereto
2. Contractor's response to the Solicitation #00212;
3. A Participating Entity's Participating Addendum ("PA");
4. The terms and conditions contained on Purchaser's Order Documents, if used; and
5. All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Contractor made available to Purchaser and used to affect the sale of the Product and /or Service to the Purchaser.

Order of Precedence:

In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal statutes and regulations.
2. A Participating Entity's Participating Addendum ("PA").
3. Mutually agreed written amendments to this Contract.
4. This Contract Number 00212.
5. The Statement of Work or Work Order.
6. The MCC's Solicitation document with all attachments and exhibits, and all amendments thereto.
7. Contractor's response to the Solicitation.
8. Any other provision, term, or materials incorporated into the Contract by reference.

Conflict: To the extent possible, the terms of this Contract shall be read consistently.

Conformity: If any provision of this Contract violates any Federal or State of Washington statute or rule of law, it is considered modified to conform to that statute or rule of law.

12.4 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law (except notice of malfunctioning Equipment) shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, (postage prepaid), , via facsimile or by electronic mail, to the parties at the addresses, fax numbers, or e-mail addresses provided in this section. For purposes of complying with any provision in this Contract or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.

To Contractor at:

To MCC at:

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[Contractor]

Attn:
[Contractor's Representative]
[Contractor address]

Phone:
Fax:
E-mail:

State of Washington
Department of Enterprise Services
Master Contracts & Consulting
Attn:
[MCC Contract Administrator]
Mail: Post Office Box 41017
Olympia, Washington 98504-1017
Street: 1500 Jefferson Street, SE
Olympia, WA 98501
Phone: (360) 407-9430
Fax: (360) 586-2426
E-mail: robert.paulson@des.wa.gov

Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Equipment or Services provided pursuant to this Contract is served upon Contractor or MCC, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and MCC further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

12.5 LIENS, CLAIMS AND ENCUMBRANCES

All materials, equipment, supplies and/or services shall be free of all liens, claims, or encumbrances of any kind, and if the MCC or the Purchaser requests, a formal release of same shall be delivered to the respective requestor.

12.6 AUTHORITY TO BIND

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

12.7 COUNTERPARTS

This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Contract signed by each party, for all purposes.

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SIGNATURES

In Witness Whereof, the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

This Contract is effective this _____ day of _____, 2____.

This is a Partial award for: Contract 00212

Approved (Lead State)
State of Washington
Department of Enterprise Services
Master Contracts & Consulting
1500 Jefferson Street, SE
Olympia, WA 98501

Approved
[Contractor]

Signature

Signature

Print or Type Name Date

Print or Type Name Date

Title

Title

APPENDIX B STANDARD DEFINITIONS

This section contains definitions of terms commonly used in Solicitations conducted by the State of Washington, Master Contracts & Consulting. Additional definitions may also be found in Chapter 43.19 RCW and WAC 200-300-015, and all terms contained herein will be read consistently with those definitions.

Acceptance	The materials, supplies, services, and/or equipment have passed appropriate Inspection. In the event that there is a formal Acceptance Testing period required in the Solicitation document then acceptance is formalized in writing. If there is no Acceptance Testing, acceptance may occur when the Products are delivered and inspected.
Acceptance Testing	The process for ascertaining that the materials, supplies, services, and/or equipment meets the standards set forth in the Solicitation, prior to Acceptance by the Purchaser.
Agency	Includes State of Washington institutions, the offices of the elective state officers, the Supreme Court, the court of appeals, the administrative and other departments of state government, and the offices of all appointive officers of the state. In addition, colleges, community colleges, and universities who choose to participate in State Contract(s) are included. "Agency" does not include the legislature.
All or Nothing	<p>The result of a competitive Solicitation that requires that a Contract be executed with a single Bidder for delivery of goods and/or services. In the event that suppliers are unable to deliver the entirety of the goods and/or services required, no Contract is executed. No partial fulfillment opportunities are available as a result of the Solicitation. A method of award resulting from a competitive Solicitation by which the MCC will award the resulting Contract to a single Bidder.</p> <p>Also, a designation the Bidder may use in its Bid or Response to indicate its offer is contingent upon full award and it will not accept a partial award.</p>
Alternate	A substitute offer of materials, supplies, services and/or equipment that is not at least a functional Equal in features, performance and use and which materially deviates from one or more of the specifications in a competitive Solicitation.
Amendment	A change to a legal document. For the purposes of a Solicitation document, an amendment shall be a unilateral change issued by the MCC, at its sole discretion.

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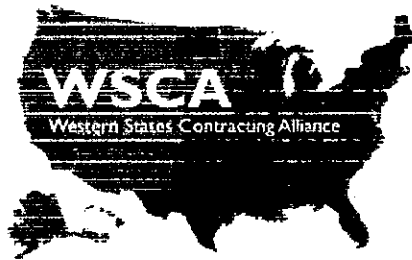
Authorized Representative	An individual designated by the Bidder or Contractor to act on its behalf and with the authority to legally bind the Bidder or Contractor concerning the terms and conditions set forth in Solicitation, Bid and Contract documents.
Bid	A sealed written offer to perform a Contract to provide materials, supplies, services, and/or equipment in reply to an Invitation For Bid (IFB).
Bidder	A Vendor who submits a Bid or Proposal in reply to a Solicitation.
Business Days	Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.
Calendar Days	Consecutive days of the year including weekends and holidays, each of which commence at 12:00:01 a.m. and end at Midnight, Pacific Time. When "days" are not specified, Calendar Days shall prevail.
Contract	An agreement, or mutual assent, between two or more competent parties with the elements of the agreement being offer, acceptance, and consideration.
Contract Administrator	The person designated to manage the resultant Contract for the MCC. The primary contact for the MCC with Purchasers and Contractor on a specific Contract.
Contractor	Individual, company, corporation, firm, or combination thereof with whom the MCC develops a Contract for the procurement of materials, supplies, services, and/or equipment. It shall also include any Subcontractor retained by Contractor as permitted under the terms of the Contract.
Equal	An offer of materials, supplies, services and/or equipment that meets or exceeds the quality, performance and use of the specifications identified in a Solicitation.
Estimated Useful Life	The estimated time from the date of acquisition to the date of replacement or disposal, determined in any reasonable manner.
Inspection	An examination of delivered material, supplies, services, and/or equipment prior to Acceptance aimed at forming a judgment as to whether such delivered items are what was ordered, were properly delivered and ready for Acceptance. Inspection may include a high level visual examination or a more thorough detailed examination as is customary to the type of purchase, as set forth in the solicitation document and/or as agreed between the parties. Inspection shall be acknowledged by an authorized signature of the Purchaser.
Invitation For Bid (IFB)	The form utilized to solicit Bids in the formal, sealed Bid procedure and any amendments thereto issued in writing by the MCC. Specifications and qualifications are clearly defined.
Lead Time/After Receipt Of Order	The period of time between when the Contractor receives the order and the Purchaser receives the materials, supplies, equipment, or

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(ARO)	services order.
Life Cycle Cost	The total cost of an item to the state over its Estimated Useful Life, including costs of selection, acquisition, operation, maintenance, and where applicable, disposal, as far as these costs can reasonably be determined, minus the salvage value at the end of its estimated useful life.
Master Contracts & Consulting (MCC)	The MCC within the Washington Department of Enterprise Services, Master Contracts & Consulting authorized under Chapter 43.19 RCW to develop and administer contracts for goods and services on behalf of state agencies, colleges and universities, non-profit organizations and local governments.
Order Document	A written communication, submitted by a Purchaser to the Contractor, which details the specific transactional elements required by the Purchaser within the scope of the Contract such as delivery date, size, color, capacity, etc. An Order Document may include, but is not limited to field orders, purchase orders, work order or other writings as may be designated by the parties hereto. No additional or alternate terms and conditions on such written communication shall apply unless authorized by the Contract and expressly agreed between the Purchaser and the Contractor.
Procurement Coordinator	The individual authorized by the MCC who is responsible for conducting a specific Solicitation.
Product	Materials, supplies, services, and/or equipment provided under the terms and conditions of this Contract.
Proposal	A sealed written offer to perform a Contract to supply materials, supplies, services, and/or equipment in reply to a Request For Proposal (RFP).
Purchaser	The authorized user of the Contract, as identified in the Solicitation, who may or actually does make purchases of material, supplies, services, and/or equipment under the resulting Contract.
Recycled Material	Waste materials and by-products that have been recovered or diverted from solid waste and that can be utilized in place of a raw or virgin material in manufacturing a product and consists of materials derived from post-consumer waste, manufacturing waste, industrial scrap, agricultural wastes and other items, all of which can be used in the manufacture of new or recycled products.
Recycled Content Product	A product containing recycled material.
Request For Proposal (RFP)	The form utilized to solicit Proposals in the formal, sealed Bid procedure and any amendments thereto issued in writing by the MCC. The specifications and qualification requirements are written in an outcome based form allowing for consideration of a broad range of different solutions to meet the procurement need.

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Responsible	The ability, capacity, and skill to perform the Contract or provide the service required, including, but not limited to the character, integrity, reputation, judgment, experience, and efficiency of the Bidder; Further considerations may include, but are not limited to whether the Bidder can perform the contract within the time specified, the quality of performance of previous contracts or services, the previous and existing compliance by the Bidder with laws relating to the contract or services and such other information as may be secured having a bearing on the decision to award the contract:
Responsive	A Bid or Proposal that meets all material terms of the Solicitation document.
Response	A Bid or Proposal
Solicitation	The process of notifying prospective Bidders that the MCC desires to receive competitive Bids or Proposals for furnishing specified materials, supplies, services, and/or equipment. Also includes reference to the actual documents used for that process, including: the Invitation For Bids (IFB) or Request For Proposals (RFP), along with all attachments and exhibits thereto.
State	The State of Washington acting by and through the MCC.
State Contract	<p>The written document memorializing the agreement between the successful Bidder and the MCC for materials, supplies, services, and/or equipment and/or administered by the Master Contracts & Consulting on behalf of the State of Washington.</p> <p>“State Contract” does not include the following:</p> <ul style="list-style-type: none">• Colleges and universities that choose to purchase under <u>RCW 28B.10.029</u>• Purchases made in accordance with state purchasing policy under <u>Washington Purchasing Manual Part 6.11 Best Buy Program</u>;• Purchases made pursuant to authority granted or delegated under <u>RCW 43.19.190(2) or (3)</u>• Purchases authorized as an emergency purchase under <u>RCW 43.19.200(2)</u>; or• Purchases made pursuant to other statutes granting the Agency authority to independently conduct purchases of materials, supplies, services, or equipment.
Subcontractor	A person or business that is, or will be, providing or performing an essential aspect of the Contract under the direction and responsibility of the Contractor and with the agreement of the MCC.
Vendor	A provider of materials, supplies, services, and/or equipment.
Washington’s Electronic Business Solution (WEBS)	The Vendor registration and Bidder notification system maintained by the Washington State Department of Enterprise Services located at: www.ga.wa.gov/webs .



APPENDIX C WSCA/NASPO MASTER AGREEMENT STANDARD TERMS AND CONDITIONS

1. RESERVED.

2. AMENDMENTS. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA/NASPO Contract Administrator.

3. ASSIGNMENT/SUBCONTRACT. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA/NASPO Contract Administrator.

4. CANCELLATION. Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

5. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF.

5.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contractor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

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5.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Participating Entity immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and Contractor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contractor against any such person. Except as directed by Participating Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Participating Entity's request, Contractor shall turn over to Participating Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

5.3 Injunctive Relief. Contractor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

6. DEBARMENT. The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by WSCA/NASPO.

7. DEFAULTS & REMEDIES.

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- i. Nonperformance of contractual requirements; or
- ii. A material breach of any term or condition of this Master Agreement; or
- iii. Any representation or warranty by Contractor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
- iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- v. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time

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allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

- i. Exercise any remedy provided by law; and
- ii. Terminate this Master Agreement and any related Contracts or portions thereof; and
- iii. Impose liquidated damages as provided in this Master Agreement; and
- iv. Suspend Contractor from receiving future bid solicitations; and
- v. Suspend Contractor's performance; and
- vi. Withhold payment until the default is remedied.

d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum.

8. DELIVERY. Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Participating State agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

9. FORCE MAJEURE. Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA/NASPO may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

10. GOVERNING LAW. This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

11. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless WSCA/NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

12. INDEMNIFICATION – INTELLECTUAL PROPERTY. The Contractor shall defend, indemnify and hold harmless WSCA/NASPO, the Lead State and Participating Entities along with their officers, agencies, and

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employees as well as any person or entity for which they may be liable ("Indemnified Party") from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim"). The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless:

(1) the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(2) it would be reasonably expected to use the Product in combination with such product, system or method.

The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

13. INDEPENDENT CONTRACTOR. The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA/NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA/NASPO or the states, except as expressly set forth herein.

14. INDIVIDUAL CUSTOMER. Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Participating Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Participating Entity individually.

15. INSURANCE. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

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- a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- b) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contractor.

Prior to commencement of the work, Contractor shall provide to the Participating Entity a written endorsement to the Contractor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contractor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at State's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement.

16. LAWS AND REGULATIONS. Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

17. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY. Contractor grants to the Participating Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Participating Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

18. NO WAIVER OF SOVEREIGN IMMUNITY. In no event shall this Master Agreement, any Participating Addendum or any contract or any purchase order issued thereunder, or any act of a Lead State or a Participating Entity, be a waiver by the Participating Entity of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the Participating State. This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

19. ORDER NUMBERS. Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

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20. PARTICIPANTS. WSCA/NASPO is the cooperative purchasing arm of the National Association of State Procurement Officials. It is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all states and the District of Columbia. Obligations under this contract are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

21. ENTITY PARTICIPATION. Use of specific WSCA/NASPO cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

22. PAYMENT. Payment for completion of a contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

23. PUBLIC INFORMATION. This Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.

24. RECORDS ADMINISTRATION AND AUDIT. The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The contractor agrees to allow WSCA/NASPO, State and Federal auditors, and state agency staff access to all the records of this Master Agreement and any order placed under this Master Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

25. REPORTS. The contractor shall submit quarterly reports to the WSCA/NASPO Contract Administrator showing the quantities and dollar volume of purchases by each participating entity.

26. STANDARD OF PERFORMANCE AND ACCEPTANCE. The Standard of Performance applies to all Product(s) purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Participating Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the Standard of Performance during the initial period of Acceptance Testing, Participating Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the Standard of Performance issue(s). If after the cure period, the Product still has not met the Standard of Performance Participating Entity may, at its option: (1) declare Contractor to be in breach and terminate the Order; (2) demand replacement Product from Contractor at no additional cost to Participating Entity; or, (3) continue the cure period for an additional time period agreed upon by the Participating Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted

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and no charges shall be paid until the Standard of Performance is met. The warranty period will begin upon Acceptance.

27. SYSTEM FAILURE OR DAMAGE. In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

28. TITLE OF PRODUCT. Upon Acceptance by the Participating Entity, Contractor shall convey to Participating Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use the Embedded Software in the Product. If Participating Entity subsequently transfers title of the Product to another entity, Participating Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Participating Entity or Participating Entity's transferee.

29. WAIVER OF BREACH. Failure of Lead State or Participating Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement or Participating Addendum.

30. WARRANTY. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Participating Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Participating Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

31. ASSIGNMENT OF ANTITRUST RIGHTS. Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Contractor shall require any subcontractors hired to perform any of Contractor's obligations, under this Master Agreement or Participating Addendum, to irrevocably assign to a Participating Entity, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of

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this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

32. WSCA/NASPO eMARKET CENTER. Awarded responders are required to participate in the WSCA/NASPO eMarket Center and, working through WSCA/NASPO's contractor (SciQuest), connect with the eMarket Center. The ideal situation would be to use either a hosted (by SciQuest) or Punchout Level 2 catalog configurations, but actual requirements will be determined by the Lead State Contract Administrator, WSCA/NASPO, WSCA/NASPO's contractor (SciQuest) and the awarded contractor, after award. Participation does not require an awarded responder to have any special level of technology or technological understanding.

Definitions:

Acceptance - means a written notice from a purchasing entity to contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the product, unless the Purchasing Entity provides a written notice of rejection to contractor.

Acceptance Testing - means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor - means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Intellectual Property – means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State - means the State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States.

Master Agreement – means the underlying agreement executed by and between the Lead State, as WSCA/NASPO contract manager, acting on behalf of WSCA/NASPO, and the Contractor, as now or hereafter amended.

Order - means any purchase order, sales order, or other document used by a Participating Entity to order the Products.

Participating Addendum - means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements ,e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity - means a state, or other legal entity, properly authorized by a state to enter into the Master Agreement or Participating Addendum or who is authorized to order under the Master Agreement or Participating Addendum.

Product - Any equipment, software (including embedded software), documentation, or deliverable supplied or created by the Contractor pursuant to this Master Agreement.

WSCA/NASPO - is a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for all states and the District of Columbia. WSCA/NASPO is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO).

APPENDIX D BIDDER INFORMATION AND PROFILE

Bidders shall provide the following required information. Where additional space is needed and/or where specifically requested, submit an additional letter.

1. **Company Name:** _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ FAX (if any): _____
Washington State Department of Revenue Registration Tax number: _____
Federal Tax ID No.: _____
Company Internet URL Address (if available): _____
2. **Legal Status of the Bidder:**
Corporation: _____ Partnership: _____ Sole Proprietor: _____ Other: _____
3. **Bidder's Authorized Representative:** (Reference Section 4.3 of the Solicitation Document and Section 2.3 of the Model Contract)
Name: _____
Title: _____
Phone: _____ FAX: _____ E-mail: _____
4. **Orders to be sent to:**
Company Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ FAX: _____ E-mail: _____
Internet address for company catalog (if available): _____
5. **Billing will be from:**
Company Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ FAX: _____ E-mail: _____
6. **Payment to be sent to:**
Company Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ FAX: _____ E-mail: _____

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7. Contact Person for Sales Reports to be filed with MCC: (Ref. Section 2.9 of the Model Contract)

Contact Person's Name: _____

Phone: _____ FAX: _____ E-mail: _____

8. Bidder's Company Experience and History: Bidder should provide a brief description of its company providing electronic monitoring services for offenders through Radio Frequency (RF) Electronic Monitoring, Alcohol Monitoring, Transdermal Alcohol Monitoring, and Satellite Monitoring and Remote Tracking Service (GPS), (including one-piece body-attached device and multi-piece device systems). Business location(s), size, areas of specialization and expertise, customer base and any other pertinent information that would aid an evaluator in formulating a determination about the stability and strength of the company should be addressed. (Maximum of 3 pages per category permitted or complete below.) (Reference Section 5.1 of the Solicitation Document)

9. Vendor Requirements/General Experience:

Category 1 Radio Frequency (RF) Electronic Monitoring Service (Specifications Items 1.3)

<u>Name of County, State or Federal Government Agency</u>	<u>Number of Offenders Using Device During Past 12 months</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Total (minimum 500): _____

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Category 2 Alcohol Monitoring Equipment and Service (Specifications Items 1.1 and 1.2)

**Name of County, State or
Federal Government Agency**

**Number of Devices Installed
During Past 12 months**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____
_____	_____
_____	_____

Total (minimum 500): _____

Category 2 Transdermal Alcohol Monitoring Equipment and Service (Specifications Items 1.1 and 1.2)

**Name of County, State or
Federal Government Agency**

**Number of Devices Installed
During Past 12 months**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Total (minimum 500): _____

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**Category 3 Satellite Monitoring and Tracking for one-piece body-attached device (Specifications
Items 1.2 and 1.3)**

**Name of County, State or
Federal Government Agency**

**Number of Offenders Using
Device During Past 12 months**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Total (minimum 500): _____

**Category 3 Satellite Monitoring and Tracking for multi-piece device system (Specifications Items
1.2 and 1.3)**

**Name of County, State or
Federal Government Agency**

**Number of Offenders Using
Device During Past 12 months**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Total (minimum 500): _____

10. Minority/Women Owned Business (MWBE): (Reference Section 1.10 of the Solicitation Document)

Yes: ____ No: ____ (Check only one): Minority: ____ Women: ____

Washington State Certification No: _____ Self Certified: ____ (check if applicable)

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11. **Reciprocity:** Firms bidding from California only: Is your firm currently certified as a small business under California Code, Title 2, Section 1896.12? Yes _____ No _____.
12. **Payment Methods and Term:**
Prompt Payment Discount _____% 30 days or Net 30 days. Note: Prompt payment discount periods equal to (or greater than) 30 calendar days will receive consideration and bid pricing will be reduced (for evaluation purposes only) by the amount of that discount(s). (Reference Section 4.9 Payment Terms of the Solicitation Document)
- Purchasing (charge) Cards accepted: Yes ___ No ___. Payment by Purchasing Card may qualify for Prompt Payment Discount and no additional card fee or processing charge shall be permitted. Bidder is to identify the purchasing (charge) cards they accept:
-

13. **Purchasing Cooperative Members:**
- A. **Washington State Political Subdivision:** Bidder agrees to sell the goods and services on this contract to political subdivisions which are members of the State of Washington Purchasing Cooperative (WSPC): Yes ___ No ___ (If reply is "No" attach letter to this bid response explaining reason(s) for declining participation by these members).
- B. **Washington State Nonprofit Corporations:** Bidder agrees to sell the goods and services on this contract to nonprofit corporations which are members of the State of Washington Purchasing Cooperative (WSPC): Yes ___ No ___ (If reply is "No" attach letter to this bid response explaining reason(s) for declining participation by these members).

14. **Subcontractors:** Bidders shall provide the following information, if applicable. Where additional space is needed and/or where specifically requested, submit an attached letter. (Reference section 5.5 of the Solicitation Document and Section 4.2 of the Model Contract)

A. Identify any subcontractors that will participate in the fulfillment of contract requirements and briefly describe the nature of equipment/services to be performed. Identify the anticipated dollar value of subcontractor's participation. Include federal tax identification (TIN) number.

Name: _____ Address: _____

Anticipated value of participation: \$ _____ TIN Number: _____

Description of equipment/services: _____

B. Identify any subcontractors that will participate in the fulfillment of contract requirements and briefly describe the nature of equipment/services to be performed. Identify the anticipated dollar value of subcontractor's participation. Include federal tax identification (TIN) number.

Name: _____ Address: _____

Anticipated value of participation: \$ _____ TIN Number: _____

Description of equipment/services: _____

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15. **Customer Reference Questionnaires** (Reference *Appendix G*): For each category of monitoring service, questionnaires from the following five (5) customer organizations have been enclosed with our response: (Reference Section 4.11 of the Solicitation Document)

RF Monitoring Service:

A. Reference Organization: _____

Reference Contact Person: _____

B. Reference Organization: _____

Reference Contact Person: _____

C. Reference Organization: _____

Reference Contact Person: _____

D. Reference Organization: _____

Reference Contact Person: _____

E. Reference Organization: _____

Reference Contact Person: _____

Alcohol Monitoring Service:

A. Reference Organization: _____

Reference Contact Person: _____

B. Reference Organization: _____

Reference Contact Person: _____

C. Reference Organization: _____

Reference Contact Person: _____

D. Reference Organization: _____

Reference Contact Person: _____

E. Reference Organization: _____

Reference Contact Person: _____

Alcohol Transdermal Monitoring Service:

A. Reference Organization: _____

Reference Contact Person: _____

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B. Reference Organization: _____
Reference Contact Person: _____

C. Reference Organization: _____
Reference Contact Person: _____

D. Reference Organization: _____
Reference Contact Person: _____

E. Reference Organization: _____
Reference Contact Person: _____

Satellite Monitoring (GPS) Service - Using one-piece body-attached device:

A. Reference Organization: _____
Reference Contact Person: _____

B. Reference Organization: _____
Reference Contact Person: _____

C. Reference Organization: _____
Reference Contact Person: _____

D. Reference Organization: _____
Reference Contact Person: _____

E. Reference Organization: _____
Reference Contact Person: _____

Satellite Monitoring (GPS) Service - Using multi-piece device system:

A. Reference Organization: _____
Reference Contact Person: _____

B. Reference Organization: _____
Reference Contact Person: _____

C. Reference Organization: _____
Reference Contact Person: _____

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D. Reference Organization: _____

Reference Contact Person: _____

E. Reference Organization: _____

Reference Contact Person: _____

16. Contract Savings:

Without benefit of this WSCA contract, Bidder would normally charge state/local government agencies _____% more than the pricing offered in response to this RFP. (This question is being asked to assess the potential savings to the WSCA customers who may consider using this contract.)

APPENDIX E SPECIFICATIONS

SPECIFICATIONS

(These specifications are the minimum. It is the vendor/proposer's responsibility to list, clearly demonstrate, and present any features that add value, savings and/or reliability to the proposed offer. Provide your responses by name, number, and order as presented in this specification.)

CATEGORY 1 – RADIO FREQUENCY (RF) CONTINUOUS SIGNALING ELECTRONIC MONITORING SERVICE		
SECTION A Vendor Requirements (Pass/Fail - No Evaluation Points Available)		
Item	Function	Description
1.1	Vendor Requirements	The Vendor must have at least two (2) years of experience delivering Radio Frequency monitoring services.
1.2	Vendor Requirements	Vendor must be capable of performing expert On-Site Service and be capable of dispatching expert technicians to the field in the event electronic diagnosis or replacement of component problems are encountered.
1.3	Vendor Requirements	The proposed monitoring device must have been installed and in use on at least an aggregate of 500 offenders through one or more contracts with State, Federal or local government agencies. This experience must include at least six (6) months of active monitoring for the model offered in response to this RFP. The Vendor's experience shall not have been acquired through a subcontractor who actually provided the service. Identify these agencies, volumes and devices in your proposal response.
1.4	Vendor Requirements	The proposed base software must have been in use at least six (6) consecutive months in support of one or more contracts with State, Federal or local government agencies.
1.5	Vendor Requirements	All devices shall be currently registered and approved by the Federal Communications Commissioner (FCC).

**SECTION B Monitoring Center Facility, Data Center, Data Storage and Data Access
(Pass/Fail - No Evaluation Points Available)**

Item	Function	Description	Describe how Vendor passes, meets or exceeds
2.0			
2.1	Facility	The Monitoring Center Facility and Services must have been in use for at least six (6) consecutive months through one or more contracts with State Government agencies at the time of proposal submittal. This experience shall be with the same government agencies listed in Item 1.3. The Vendor shall not sub-contract for any services performed by the monitoring service center or help-desk facility.	
2.2	Facility	The Vendor shall provide a secure confidential monitoring service center and help-desk facility that provides service 24/7/365.	
2.3	Facility	Monitoring Center will be clean, well-maintained, safe and secure for personnel as well as compliant with all Federal Regulations regarding safety.	
2.4	Facility	Monitoring Center must be secure from unauthorized entry or malicious actions against facility and staff.	
2.5	Facility	Monitoring Center must have disaster mitigation features (e.g. fire resistant, earthquake resistant; hurricane resistant.)	
2.6	Facility	In the event of a disaster the Vendor must have a staffed backup Monitoring Center located sufficiently distant from the primary center, such that it is unlikely to be adversely affected by a manmade or natural event or loss of electrical or communications services that would disable the primary Monitoring Center.	
2.7	Facility	Briefly describe any Monitoring Center outages experienced in the last 3 years resulting in delay or loss of data and steps taken to mitigate further incidents.	
2.8	Facility	The exchange of monitoring information (including enrollment, data changes, monitoring reports and terminations) between Officers and the Vendor's Monitoring Center facility shall occur via secure, real-time access to Vendor's web-based system by Officer's using existing agency computers/Internet access.	

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2.9	Facility	The Vendor shall have written operational and procedure manuals and disaster recovery plans for the Monitoring Center(s) (all locations). All revisions/updates by the Vendor to such manuals shall be forwarded to the Agency as they occur. The Agency will review such manuals and plans to ensure the integrity of the electronic monitoring system is maintained. A copy of each manual/plan shall be provided to Agency upon request.
2.10	Facility	Describe system for dealing with daylight savings time synchronization.
2.11	Facility	The Vendor's Monitoring Center should have a permanently installed and functioning emergency backup power source, independent of its main power source, capable of maintaining continuous operation until primary power is restored or the backup Monitoring Center is fully functional.
2.12	Facility	The Vendor's Monitoring Center should have ventilation and temperature controls adequate to ensure proper functions of the Monitoring Center hardware.
2.13	Facility	The Vendor's Monitoring Center's physical security features at a minimum should include closed circuit camera system and limited access doorways. Describe other features to ensure physical security.
2.14	Data Center	The facility housing the Data Center(s) must have multiple physical security features. Describe the physical security features that protect the Data Center and agency data.
2.15	Data Center	The Vendor's Data Centers must have ventilation and temperature control adequate to ensure proper functions of the Data Center hardware.
2.16	Data Center	The Vendor's Data Centers must have back-up emergency power generators.
2.17	Data Center	The Vendor must have redundant Data Centers located sufficiently distant from the primary center, such that it is unlikely to be adversely affected by a manmade or natural event or loss of electrical or communications services that would disable the primary Data Center.
2.18	Data Center	All back-up systems in the Data Centers must be tested regularly.

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2.19	Data Center	The Vendor's system should provide for 100% redundancy to avoid unnecessarily excessive downtime due to hardware or software issues. In the event of data disruption, the secondary Data Center must be activated within 60 minutes of initial system failure.
2.20	Data Storage	The Vendor must ensure that all records (automated or hard copy files) remain the property of the Agency and shall be returned within 30 days, in the event the contract is canceled or terminated.
2.21	Data Storage	The Vendor's system must ensure that all data be recorded with a historical transaction record and stored/archived for retrieval/backup in a database when requested by Agency personnel in accordance with the following:
2.22	Data Storage	a. All historical data must be centrally stored and accessible for reporting purposes;
2.23	Data Storage	b. This information must be available for reporting in a standard transaction file format; and
2.24	Data Storage	c. All current and historical data files must be retained for a minimum of seven (7) years and this information shall be available at no charge to the Agency.
2.25	Data Storage	The Vendor's Data Centers must have duplicate computers with the ability to, at a minimum, permit restoration of data collection and user monitoring services within ten (10) minutes after computer failure. The Monitoring Center should have duplicate data storage devices with automated fail-over and automatic re-establishment of the duplicate databases upon replacement of the failed storage device.
2.26	Data Storage	Upon request from the Agency, the Vendor must provide the most up-to-date complete copy of the System database, including historical data, the data dictionary, file layouts, code tables, code values, data relationships, keys, and indices, etc., in a format requested by the Agency.
2.27	Data Access	The Vendor shall not release or reveal any data, program information, operation protocols, implementation plans, training material, report(s), publication(s), updates, and/or statistical data related to the Program to any entity, to include non-Agency personnel, without prior written approval from the Agency Program Manager.

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2.28	Data Access	The Vendor must maintain unaltered recorded data of offender violations, to be accessible in original form and substance for utilization as physical evidence for prosecution.	
2.29	Security	The Vendor shall have written policies and procedures for network security, application security, data transmission and data security, as well as Monitoring Center physical security.	
2.30	Security	The system shall provide security features, which prevent unauthorized individuals from accessing any information held by the Vendor. Secure access to the system shall be maintained at all times.	
2.31	Security	The Vendor shall provide to an Agency upon request a copy of its security policies and procedures for its network security, application security, data transmission security, data storage security, and physical security.	
2.32	Security	The Vendor shall provide secure transmission and storage of data and shall ensure that all data, data transmissions and data storage is kept confidential.	
2.33	Security	The Vendor's facility, equipment, data transmissions, and data storage shall be secure. The Vendor's facility shall be alerted and monitored by a local law enforcement agency or security company. The alert line shall be a tamper-resistant dedicated circuit and shall not be exposed to any person or thing that could alter or damage the line. The Data Center shall be equipped with automated fire detection and suppression equipment.	
2.34	Security	The Vendor shall maintain a written Disaster Recovery Plan to cover power failures, telephone system failures, local equipment failures, flood or fire at the Monitoring Center and Data Center continued continuity of operations.	

3.0	SECTION C Monitoring Center Staff (60 Evaluation Points Available - Items 3.1 - 3.7) (Pass/Fail - No Evaluation Points Available - Items 3.8 - 3.9)			
Item	Function	Description	Describe how Vendor passes, meets or exceeds	
3.1	Monitoring Center Staff	All operators answering calls, monitoring and reporting are required to be certified by Vendor as to full knowledge of systems and ability to operate systems. All Vendors' monitoring staff shall be certified by the Original Equipment Manufacturer and must be well versed in all aspects of the system including but not limited to: a. Enrolling participants via the Internet for immediate activation of all monitoring services; b. Activating/installing both monitoring and tracking equipment on participants; c. Accessing, reviewing, and changing participant data via the Internet; d. Troubleshooting equipment / monitoring /tracking problems; e. Terminating participants via the Internet; and f. Operators must respond to equipment & system issues, including installation issues.		
3.2	Monitoring Center Staff	The Vendor shall ensure their staff is trained and certified to provide technical assistance to Agency staff and deal effectively with all issues regarding the Radio Frequency Electronic Monitoring. When necessary, the Vendor shall develop written operational procedures specific to the Agency's monitoring requirements for reference by their staff.		
3.3	Monitoring Center Staff	Upon Agency request, Vendor shall provide a copy of employee background check procedures. Vendors shall not employ felons in the performance of this contract.		
3.4	Monitoring Center Staff			
3.5	Monitoring Center Staff			
3.6	Monitoring Center Staff			
3.7	Monitoring Center Staff			
3.8	Monitoring Center Staff			
3.9	Monitoring Center Staff			

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4.0	SECTION D Monitoring Services (80 Evaluation Points Available - Items 4.1 - 4.4) (50 Evaluation Points Available - Items 4.5 - 4.16)		
Item	Function	Description	Describe how Vendor passes, meets or exceeds
4.1	Monitoring Services	The Vendor shall provide toll-free telephone and facsimile numbers for the Agency staff to access the operators, technical support and customer service specialists at the Monitoring Center.	
4.2	Monitoring Services	The Vendor must provide a staffed communication system utilizing an 800-telephone number an 800- number fax, and email access, available 24-hours per day, 365 days per year at no additional charge to the Agency for technical, analysis, and application assistance.	
4.3	Monitoring Services	The Vendor's Monitoring Center service must be able to tailor the level of alert notification to meet individual Agency needs or protocols.	
4.4	Monitoring Services	Describe in detail your ability to provide closed-loop notification (notify with confirmation of Officer call-back verification) and escalating notification (notify, pause for call-back verification, escalate to notify next Officer/contact, pause, continue) and identify any/all system automated capabilities versus manual staff steps required to deliver these types of advanced notification. Describe system reporting and/or web-based capabilities to audit the notification steps taken for each alert.	
4.5	Monitoring Services	The system and software must allow for the following actions over a secure (password-provided by the Vendor) and protected internet or remote access. The Officer shall be able to complete a new participant enrollment including all relevant personal information for each participant, including:	
4.6	Monitoring Services	a. Name, address, telephone number, equipment number, officer name, curfew information temporary and permanent schedule;	
4.7	Monitoring Services	b. Data/Curfew changes;	

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4.8	Monitoring Services	c. Caseload Review, a listing of all active participant names, associated transmitter/receiver serial numbers, the current real-time status of the participant including the single most recent event that was reported on this participant;	
4.9	Monitoring Services	d. Report Analysis (e.g. Officers shall be able to generate and review monitoring/tracking reports on screen and print hard copies where necessary;	
4.10	Monitoring Services	e. Terminate Participants (e.g. Officers shall be able to terminate monitoring/tracking on any participant on their caseload.)	
4.11	Monitoring Services	The Vendor's Monitoring Center service shall maintain accurate and concise historical logs of all telephone, text message, emails and fax calls attempted and completed, including date, time, and the associated incident. The Vendor shall make these logs available to the Agency upon request. History shall be maintained for six (6) years after termination or expiration of the Agency's contract with the Vendor.	
4.12	Monitoring Services	All curfew and equipment status alerts shall be reported to Agency Staff immediately or upon expired Grace Period. Alerts shall be reported by web-based system and/or email. Additionally, alert reports may be provided by fax and/or telephone on an optional basis. Vendor must have the capability of reporting alerts after applying a defined Agency grace period for reporting designated events.	
4.13	Monitoring Services	The Vendor shall be capable of immediately notifying the designated Agency Program Manager verbally of any interruption in service or processing delay to the Monitoring Center or telecommunications systems lasting longer than sixty (60) minutes. Such verbal notification shall be provided by the Vendor 24/7/365 and may be provided for an additional service fee.	
4.14	Monitoring Services	The Vendor shall maintain redundant inbound and outbound communication services, provided by distinct carriers and/or methods, such that the failure of the primary service or method shall not adversely affect the secondary (backup) service or method.	

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4.15	Monitoring Services	The Vendor shall perform complete support of all interface hardware and software equipment (within the Monitoring Center) necessary to ensure provision of the service for the duration of the contract.	
4.16	Monitoring Services	The Vendor shall provide the Agency a contact number, accessible twenty (24) hours a day, seven (7) days a week for the purpose of reporting problems that might be experienced.	
5.0	SECTION E Alert Notifications (100 Evaluation Points Available)		
Item	Function	Description	Describe how Vendor passes, meets or exceeds
5.1	Alert Notifications	The Radio Frequency electronic monitoring system shall be capable of providing real-time and batch notification(s) to the Officer on the following violations/alerts:	
5.2	Alert Notifications	a. Non-compliance with pre-determined curfews;	
5.3	Alert Notifications	b. Participant entry and exit at unauthorized times;	
5.4	Alert Notifications	c. Tampering with the transmitter or any of its components;	
5.5	Alert Notifications	d. Tampering with the Receiver or any of its components;	
5.6	Alert Notifications	e. Failure of the Receiver to report at pre-determined times;	
5.7	Alert Notifications	f. Loss and/or restoration of telecommunications;	
5.8	Alert Notifications	g. Loss and/or restoration of alternating current (AC) power;	
5.9	Alert Notifications	h. Detection of low power or battery malfunctions in the transmitter or Receiver;	
5.10	Alert Notifications	i. Movement of the Receiver to an unauthorized telephone line;	
5.11	Alert Notifications	j. Detection of operating malfunctions in the Receiver or transmitter.	
5.12	Alert Notifications	Vendor shall have a notification policy for participant violations that allows the Agency to establish distinct levels of security on a participant by participant basis.	

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6.0	SECTION F Reports (80 Evaluation Points Available)			
Item	Function	Description	Describe how Vendor passes, meets or exceeds	
6.1	Reports	Please provide a list of typical detailed reports the Vendor provides to current or previous customers.		
6.2	Reports	Describe how the Vendor plans to provide the following reports should they be requested by Agency.		
6.3	Reports	a. Daily Utilization by Agency offices ;		
6.4	Reports	b. On-demand report containing the serial numbers of each Transmitter and Receiver in use, the participant's name and other Agency defined data.		
6.5	Reports	c. On-demand report containing the serial numbers of each Transmitter and Receiver not in In-Service Status		
6.6	Reports	d. On-demand (user defined date range) report containing the serial numbers of each Transmitter, Receiver and Mobile Receiver (Drive-By) returned to the Vendor from each office during the report week;		
6.7	Reports	e. On-demand (user defined date range) report containing the serial numbers of each Transmitter, Receiver and Mobile Receiver (Drive By) reported lost, absconded, stolen or not recovered from each parole office during the report week;		
6.8	Reports	f. On-demand (user defined date range) report containing the serial number of each Drive-By Receiver in the Department's possession during the report month, sorted by Region and office;		
6.9	Reports	g. Daily active Participant Roster Report.		
6.10	Reports	On-demand reports with user defined fields as requested by Agency.		

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7.0	SECTION G Account Management and Training (Pass/Fail - No Evaluation Points Available)		Describe how Vendor passes, meets or exceeds
Item	Function	Description	
7.1	Account Management	The Vendor shall assign staff to provide adequate training and explanation to Agency staff regarding the maintenance, use, and care of the radio-frequency EM monitoring system equipment.	
7.2	Account Management	The Vendor shall provide an Inventory Control Plan / Reports subject to Agency approval to maintain accurate inventory of both active and spare equipment. Submit a copy of your typical Inventory Control Plan / Reports with your Proposal.	
7.3	Account Management	Vendor shall provide a liaison to the Agency that will serve as the central point of contact to ensure Contract services are provided at a satisfactory level. Such services would include: on-site on-going training to current Agency and new employees; technical assistance as requested; and, resolve issues and ensure customer satisfaction. Customer support may include site visits and assistance with implementation of new phases of electronic monitoring program.	
7.4	Training	Vendor shall provide initial on-site training by experienced staff within 30 days of start of Agency's contract, unless an alternate training schedule has been agreed to.	
7.5	Training	Vendor will provide training and/or user manuals in soft format (such as PDF) and shall authorize Agency to duplicate these materials as necessary to facilitate Agency training needs.	
7.6	Training	Describe optional materials available for on-going training and continuing education for Agency Staff.	
7.7	Training	Describe your company's capability to provide training both on-line and via Webinar.	

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8.0	SECTION H General Equipment, Transmitter and Receiver Specifications (100 Evaluation Points Available)		Describe how Vendor passes, meets or exceeds
Item	Function	Description	
8.1	Equipment	<p>Vendor is bidding the following device as a part of its Radio Frequency (RF) Continuous Signaling Electronic Monitoring Service and has identified this same device in the Price Worksheets. The responses to these specifications are for this equipment.</p> <p>Body-attached Transmitter: Mfg.: _____ Brand/Model: _____</p> <p>Receiver (Home Unit) – with Landline Connection: Mfg.: _____ Brand/Model: _____</p> <p>Receiver (Home Unit) – with Cellular Communication: Mfg.: _____ Brand/Model: _____</p>	
8.2	Equipment	The equipment manufacturer shall have an ISO 9001 certification.	
8.3	Equipment	The Vendor shall provide radio-frequency electronic monitoring equipment which shall be the most current and updated version of the Vendor's equipment. In addition, the Vendor must originally have purchased this equipment from the manufacturer. The Vendor's clients may have used the equipment as long as the Vendor was the original purchaser. All equipment must be clean and "like new" condition, damage free, and in acceptable operative order. Vendor shall identify any and all anticipated products/technologies/services scheduled for discontinuation and/or scheduled end-of-life that are anticipated during the initial term of the Contract.	

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8.4	Equipment	Equipment must be specifically designed as a Radio Frequency (RF) system equipment and shall not be derivative components from another tracking system.
8.5	Equipment	System must use a body-attached bracelet (transmitter) and a stationary home-based unit (receiver) to monitor the presence/absence of the transmitter within a specified range of the receiver and report changes in status and tampering to the Monitoring Center through standard telephone lines or by cellular telephone service.
8.6	Equipment	Transmitters and Receivers shall be field replaceable and interchangeable without the need to return them to the Vendor.
8.7	Equipment	Installation process must be simple enough to be performed in the field by fully trained officers in less than 5 minutes. Describe such features to simplify Officer installation.
8.8	Equipment	System must be designed with heightened emphasis on accuracy of RF signaling & speed of reporting. Describe unique design features that ensure accuracy and/or speed of reporting (Example: Use of 2-way radio transceivers instead of simple 1-way transmitter/receiver signaling).
8.9	Equipment	The Vendor shall replace the radio-frequency electronic monitoring system with any future updated and improved version of Vendor's or manufacturer's radio-frequency electronic monitoring system on the request of the Agency and after successful field testing of the updated system.
8.10	Transmitter	Device must not pose a safety hazard or unduly restrict the activities of the participant. Must be light weight, small and water-resistant.
8.11	Transmitter	The transmitter shall be encased in a water-resistant case that is corrosion resistant and impervious to chemical solvents and detergents.
8.12	Transmitter	The transmitter shall be designed to prevent tracing or duplication of its signal.
8.13	Transmitter	The transmitter shall have FCC approval for home use. Proposals should include the FCC approval number.

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8.14	Transmitter	The Vendor shall provide either multi-length or sizeable transmitter straps with replacements provided at no additional cost to the Agency. (May be required to supply up to 4 disposable type straps per unit per year).
8.15	Transmitter	The transmitter shall be easily installed on the Participant with minimal training and experience. Vendor shall specify the tools required and procedures to install the transmitter. The Vendor shall supply the tools and equipment necessary to install the transmitters and replace the transmitter straps, at no additional cost.
8.16	Transmitter	Neither the transmitter, receiver, straps, fasteners nor clips, etc. used to install the transmitter shall be available to the general public.
8.17	Transmitter	At least seven (7) days prior to battery failure, the transmitter shall emit a low battery message to the Receiver and to the Monitoring Center, and shall be handled as a notifiable event.
8.18	Transmitter	The transmitter battery shall have a minimum of two (2) year active life and a three (3) year shelf life.
8.19	Transmitter	The transmitter shall feature multiple levels of tamper detection capable of detecting disassembly of the transmitter case and/or cutting or circumventing of the transmitter strap.
8.20	Transmitter	The transmitter shall be capable of storing and/or recording a tamper event that occurs out-of- range of the Receiver or Mobile Receiver Unit when the transmitter returns within range of either. The tamper attempt shall be communicated along with a time/date stamp.
8.21	Receiver	Receiver must be easily attached to participant's telephone and telephone outlet. If participant does not have a phone line, list your available options to provide cellular reporting. The total cost for RF service via landline and via cellular is to be listed on Price Sheets. Vendor shall provide toll free telephone lines for reporting purposes.

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8.22	Receiver	Each receiver shall be capable of simultaneously monitoring multiple transmitters, each with its own unique curfew schedule. Describe this capability including the number of transmitters each receiver can monitor. Also describe the specific steps necessary for an Officer to assign each transmitter to the receiver.	
8.23	Receiver	The Receiver shall have FCC approval for home use. Proposals must include the FCC approval number.	
8.24	Receiver	In the event of power disconnect or commercial outage the receiver shall have a minimum of 48 hours internal, auto-recharging back-up battery to support complete continued functionality, including but not limited to detecting and reporting information.	
8.25	Receiver	System must offer a secure means for the Officer to simply and rapidly perform a range test to confirm signal coverage between the transmitter and receiver in the participant's home. Describe the steps involved for an Officer to conduct a range test, including but not limited to steps involved, whether or not there is a need for monitoring center involvement, indications of signal reception and time required.	
8.26	Receiver	The Receiver shall record and report a tamper signal if the case is opened.	
8.27	Receiver	System must be capable of varying the signal range between transmitter and receiver for each device to best match the risk of each participant and the signaling coverage in each participant's home. Identify the number of settings and general distances of the available range settings of your proposed RF system.	
8.28	Receiver	The Receiver shall perform internal diagnostics to determine if it is operating properly. These diagnostics shall be reported by the Receiver to the Monitoring Center computer and displayed in the event history.	
8.29	Receiver	The Receiver shall continually attempt to dial into the Monitoring Center until it makes contact and downloads data or until power is disconnected or battery depleted.	

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8.30	Receiver	A Leave Window count-down timer exists within all RF Receivers as a means of preventing false "Leave" events during short term signal loss while the transmitter is still in range. This Leave Window must be adjustable at the Agency's direction on a per unit/participant basis.
8.31	Receiver	A Reporting Window count-down timer exists within all RF systems as a means of regularly confirming that the Receiver is connected to the phone line and capable of reporting events (not disconnected from the phone line and unable to report, such as disconnected by a participant before leaving range). This Reporting Window must be adjustable at the Agency's direction on a per unit/participant basis.
8.32	Receiver	The Receiver shall detect and report events related to disconnect and reconnect of the electrical power and telephone line.
8.33	Receiver	The Receiver should detect and report movement and be able to differentiate momentary (such as cleaning around the Receiver) versus perpetual movement (such as relocation).
8.34	Receiver	The Receiver should incorporate at least a 1000 event non-volatile memory to store events (with date and time of occurrence) at times when the phone line is not available and continually attempt to report them until reporting has been successful.
8.35	Receiver	The Receiver must allow use with any brand or make of telephone line including touch tone, broadband, and DSL and VoIP.
8.36	Receiver	The Receiver shall be able to receive and record any Participant status change, such as when the Participant entered or left the residence, as well as the working condition and tamper status of the Receiver and the transmitter. The Receiver shall have the ability to record the actual time of occurrence.
8.37	Receiver	The Receiver shall communicate the Participant's status to the Monitoring Center Computer immediately (within one minute) in the event of curfew violations (at expiration of leave window) (including the transmitter returning within range) or transmitter tamper.

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8.38	Receiver	The Receiver shall notify the Monitoring Center within one (1) minute of any tamper attempts to the Receiver itself as well as AC power source problems or disconnects. In the event of a telephone line disconnect, the Receiver shall notify the Monitoring Center of stored messages within one (1) minute of restoration of telephone service. All messages shall be time and date stamped with actual time of occurrence.	
9.0		SECTION I Equipment (Pass/Fail - No Evaluation Points Available)	
		Description	Describe how Vendor passes, meets or exceeds
9.1	Equipment Inventory/Supplies	At no additional cost to the Agency the Vendor shall supply replacements for lost, stolen and damaged equipment equal to five (5%) percent of the Agency's active units for adult offenders on an annualized basis. Detail cost to agency of each piece of equipment should payment be required.	
9.2	Equipment Inventory/Supplies	At no additional cost to the Agency the Vendor shall supply replacements for lost, stolen and damaged equipment equal to ten (10%) percent of the Agency's active units for juvenile offenders on an annualized basis. Detail cost to agency of each piece of equipment should payment be required.	
9.3	Equipment Inventory/Supplies	The Vendor shall provide and maintain a backup/replacement inventory of monitoring units up to fifteen (15%) of the actual number of units in use with Agency under this contract. The Agency shall not pay the Vendor an inventory fee, storage fee, installation equipment fee or another fee related to inventory units and equipment. The Agency shall only be obligated to pay the per-day activated unit rate as set forth in the Contract.	

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9.4	Equipment Inventory/Supplies	The Vendor shall ship equipment within three (3) business days or, if spare inventory has been depleted, within 24 hours of receipt of order. In the event any equipment becomes inoperative due to a malfunction or through normal use, the Vendor shall incur all replacement costs and repairs. The Vendor shall provide the Agency with replacement equipment within five (5) business days or, if spare inventory has been depleted, within 24 hours of receipt of order. The Vendor shall pay all costs associated with shipping (both delivery and return) of all equipment and supplies.	
10.0		CATEGORY 1 – RADIO FREQUENCY (RF) RANDOM/SCHEDULED TRACKING SERVICE (Preferred optional service - 10 Evaluation Points Available)	
		Description	Describe how Vendor passes, meets or exceeds
10.1	Random Tracking	The tracking system should provide random location verification of the participant in multiple locations such as home, work, school, and treatment by a telephone or alert device.	
10.2	Random Tracking	The tracking systems, at a minimum should track the participant randomly and on a scheduled basis while at home and away. It should be capable of:	
10.3	Random Tracking	a. Accurately verifying the presence of the participant/unit.	
10.4	Random Tracking	b. Confirming the location/phone number of the participant/unit.	
10.5	Random Tracking	c. Verifying the time of the random/schedule event.	
10.6	Random Tracking	d. Performing both random and scheduled contacts at predetermined locations and times.	
10.7	Random Tracking	It is anticipated that the average number of tracking contacts (for both Random and Scheduled) may be up to five (5) contacts per participant per day. The actual number will vary per participant depending on the level of supervision required. The unit/day pricing for tracking shall be inclusive of, but not limited to: all participant enrollment, tracking contacts, data changes, and participant termination. One (1) completed contact shall collectively include all of the following:	

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10.8	Random Tracking	a. Any Vendor activity required generating a participant alarm soliciting the participant to report. b. Participant's response to the alarm to confirm compliance.	
10.9	Random Tracking	c. The exchange of tracking information (including enrollment, data changes, monitoring/tracking reports and terminations) between the Officers and the Vendors Monitoring Center shall occur via secure, real-time access by using Agency's existing computer/internet access.	
10.10	Random Tracking	The system should have the ability to randomly contact/alert the participant through a reliable form of notification and must continue to alert the participant until they respond. Conventional pager coverage throughout some areas is inconsistent and unreliable. Therefore, pagers alone are not acceptable for alerting participants. Vendors are to describe in detail their method of contracting/alerting participants.	
10.11	Random Tracking	The tracking system should enable the Officer to set an optional quiet period when no alarms occur. The system should automatically randomize the number of alarms and the times alarms occur from day to day and not require regular Officer grooming of calling schedules.	
10.12	Random Tracking	The participant should be required to respond to the alert by answering the call from or, calling the toll free number of the Vendor's Monitoring Center. During the participants call, unit/participant identity shall be positively identified to the Monitoring Center by a highly accurate method of positive communication. Vendors are to describe in detail their method of verifying unit/participant identity.	
10.13	Random Tracking	The verification process should also confirm the participant's location via the use of Caller ID/Automatic telephone Number Identification whereby, the computer will compare each telephone number the participant calls from against a listing of approved telephone numbers provided by the Officer at enrollment.	
10.14	Random Tracking		

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10.15	Random Tracking	For participants where Caller ID/Automatic telephone number identifications does not operate, the tracking system should automatically request the telephone number from the participant, hang up, and then call the participant back at that number for verification. Vendors are to describe in detail how their system accomplishes this function.
10.16	Random Tracking	The system should be able to identify and differentiate between compliant responses, missed responses, late responses, system tampering/fraud, and unauthorized locations. The system must provide all unauthorized telephone numbers for Officer investigation.
10.17	Random Tracking	Describe ability to initiate contacts at both random and scheduled intervals (up to 5 contacts per day).
10.18	Random Tracking	Describe ability for agency initiated calls (up to 5 contacts per day).
10.19	Random Tracking	Describe ability for offender to initiate contact at both random and scheduled intervals (up to 5 contacts per day.)
11.0	CATEGORY 1 - RADIO FREQUENCY (RF) MOBILE (DRIVE BY) RECEIVER SPECIFICATIONS (Preferred optional service - 10 Evaluation Points Available)	
Item	Function	Description
11.1	Mobile Receiver	The Mobile Receiver should provide the means for providing visual or audible prompts to the participant as an indication to remedy electrical power disconnect or to relinquish use of the phone line.
11.2	Mobile Receiver	The Mobile Receiver should detect and reports events related to disconnect and reconnect of the electrical power and telephone line. Describe your Mobile Receiver's capability to produce these events.
11.3	Mobile Receiver	The Mobile Receiver should contain a multi-directional antenna with connector or an internal antenna, as well as a multi-directional antenna with a magnetic roof mount.
11.4	Mobile Receiver	The Mobile Receiver should operate from an internal rechargeable battery for a minimum of 10 hours on a single charge and also be powered from both a vehicles cigarette lighter and 110 VAC

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11.5	Mobile Receiver	The Mobile Receiver should receive transmitter events indicating the date, time, Participant's presence, tamper status and low battery.	
11.6	Mobile Receiver	The Mobile Receiver should provide prompts to the officer on transmitter ID number & tamper status. Vendor's proposal is to include a detailed listing of each prompt, its related cause, and describe how each is delivered to the Officer.	
11.7	Mobile Receiver	The Mobile Receiver should be equipped with a 500 event non-volatile memory that will time and date stamp the last 500 transmission signals. The information should also be downloadable to other computers. Describe your download capabilities.	
11.8	Mobile Receiver	The Mobile Receiver should have a charge indicator.	
11.9	Mobile Receiver	The Mobile Receiver should have a battery level charge indicator.	
11.10	Mobile Receiver	The Mobile Receiver should have a power on/off switch.	
12.0	<p>CATEGORY 1 – RADIO FREQUENCY (RF) ELECTRONIC MONITORING SERVICE – OPTIONAL VENDOR PROVIDED OFFENDER SERVICES (Preferred optional service - 10 Evaluation Points Available)</p>		
Item	Description	Describe how Vendor passes, meets or exceeds	
12.1	Vendor may offer and provide the following optional services/program for juvenile and adult Participants. Vendor should be experienced in and capable of delivering these services on a local, state, regional, and/or nationwide basis. Vendor shall be capable of providing staff to implement this program and may recoup the costs for their services directly from the Agency and/or Participant. Services and charges for those monitoring services may be negotiated based on each Agency's needs and may include any/all of the following services. Describe your company's experience, capabilities and resources to deploy each of these services.		
12.2	Vendor should provide an Offender Funded Program for its Radio Frequency (RF) electronic monitoring equipment and services (including any optional Vendor provided offender services). The Vendor should assess the specified fee(s) to the offender and shall collect such fee(s) directly from the offender. Vendor should describe its program of fee assessment and collection and identify its charges for this program on the price sheet.		

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12.3	Agency will maintain its own computers, software, and internet service for exchanging information.
12.4	The Agency will maintain complete responsibility for program management services not specifically listed.
12.5	The Agency will be responsible for all referrals of all new offenders to the program.
12.6	Prior to any referral the Agency will ensure that the offender has a home phone or identifies the need of a cellular service monitoring unit.
12.7	Offenders must have an ability to pay for enrollment and services provided by the Vendor.
12.8	Vendor will make arrangements to create a fee payment assessment whereby the cost of the program to offenders will be set on a mutually agreed upon schedule based on monthly earnings of an offender.
12.9	Offenders will be responsible for the cost of lost, damaged, or stolen equipment.
12.10	The Vendor should provide limited case management services to include:
12.11	a. Work/school verification
12.12	b. Schedule entry/management
12.13	c. Collateral office visits to review compliance, adjust schedules, collect fee(s).
12.14	d. Participant initial contact
12.15	e. Participant orientation
12.16	f. Activate and install devices on offenders/participants.
12.17	g. Monitoring of Participant with notification to Officer of violation by automated and non-automated methods.
12.18	h. Field Service Calls/ Maintenance of equipment
12.19	i. Optional mobile spot check of Participant

SPECIFICATIONS

(These specifications are the minimum. It is the vendor/proposer's responsibility to list, clearly demonstrate, and present any features that add value, savings and/or reliability to the proposed offer. Provide your responses by name, number, and order as presented in this specification.)

Item	Function	Description	Describe how Vendor meets or exceeds specifications
1.0		<p>CATEGORY 2 – ALCOHOL MONITORING EQUIPMENT AND SERVICE AND/OR ALCOHOL MONITORING TRANSDERMAL EQUIPMENT AND SERVICE</p> <p>(Responses below apply to only home based device. ___ Yes, ___ No.)</p>	
		<p>(Responses below apply to only single body-attached transdermal device with or without home receiver unit. ___ Yes, ___ No.)</p>	
		<p>(Responses below apply to both home based device and single body-attached transdermal device with or without home based receiver unit. ___ Yes, ___ No.)</p>	
		<p>SECTION A General Experience Requirements (Pass/Fail - No Evaluation Points Available)</p>	
1.1	General Experience	The proposed device must have been in use and installed on offenders through one or more contracts with County, State or Federal Government agencies. This experience must have been within the past six (6) consecutive months prior to the proposal submittal date. Anytime Beta testing does not count toward the required experience.	
1.2	General Experience	The proposed device must have been installed and in use on at least an aggregate of 500 offenders through one or more contracts with County, State or Federal Governmental agencies. This experience must include at least six (6) months of active monitoring for the model offered in response to this RFP. The Vendor's experience shall not have been acquired through a subcontractor who actually provided the service. Identify these agencies, volumes and devices in your proposal response.	

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1.3	General Experience	The proposed software must have been in use at least six (6) consecutive months through one or more contracts with County, State and Federal Government agencies. Anytime Beta testing does not count toward the required experience.	
1.4	General Experience	The Vendor shall provide a secure confidential monitoring service center and help-desk facility. The Monitoring Center Facility and Services must have been in use for at least six (6) consecutive months through one or more contracts with State Government agencies at the time of proposal submittal. This experience shall be with the same government agencies listed in Item 1.2. The Vendor's experience shall not have been acquired through sub-contracting for any services performed by the monitoring service center or help-desk facility.	
1.5	General Experience	The Manufacturer shall have an ISO 9001 certification.	
1.6	General Experience	All devices shall be currently registered and approved by the Federal Communications Commission (FCC).	
2.0		SECTION B Monitoring Center Facility and Monitoring Center Interactive Services (50 Evaluation Points Available)	
	Function	Description	Describe how Vendor meets or exceeds specifications
2.1	Services	The Monitoring Center Facility and Services must have been in use for at least six (6) consecutive months through one or more contracts with State Government agencies at the time of proposal submittal. This experience shall be with the same government agencies listed in Item 1.2. The Vendor shall not sub-contract for any services performed by the monitoring service center or help-desk facility.	
2.2	Facility	The Vendor's Monitoring Center should have a permanently installed and functioning emergency backup power source, independent of its main power source, capable of maintaining continuous operations, for a minimum of forty-eight (48) hours, in the event of failures of normal utility power. If power is not restored, a back-up monitoring center service is activated within 60 minutes.	

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2.3	Facility	The Vendor's Monitoring Center should have ventilation and temperature controls adequate to ensure proper functions of the monitoring center hardware.
2.4	Facility	The Vendor's Monitoring Center's physical security features at a minimum should include closed circuit camera system and limited access doorways. Describe other features to ensure physical security.
2.5	Facility	The Vendor shall have a secondary (backup) Monitoring Center capable of providing full operational functions in the event the primary monitoring center is disabled. The secondary Monitoring Center shall be located sufficiently distant from the primary center, such that it is unlikely to be adversely affected by a manmade or natural event or loss of electrical or communications services that would disable the primary Monitoring Center.
2.6	Facility	The Vendor shall maintain redundant inbound and outbound communication services, provided by distinct carriers and/or methods, such that the failure of the primary service or method shall not adversely affect the secondary (backup) service or method.
2.7	Facility	The Vendor shall perform complete support of all interface hardware and software equipment (within the monitoring center) necessary to ensure provision of the service for the duration of the contract.
2.8	Facility	The Vendor shall provide the Agency a contact number, accessible twenty (24) hours a day, seven (7) days a week for the purpose of reporting problems that might be experienced.
2.9	Facility	In the event any component of the Vendor's Monitoring Center service becomes inoperable, the Vendor shall immediately notify the Agency Program Manager or designee by telephone or alternate acceptable communication method, but no later than thirty (30) minutes after service failure.
2.10	Services	The Vendor's back up Monitoring Center must be activated within 60 minutes of initial system failure or disaster.

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2.11	Services	The Vendor's primary Monitoring Center shall be fully operational and staffed adequately to support the operations of this Contract, twenty four (24) hours a day, 7 days a week, 365 days per year with highly skilled technicians that have completed an initial course of training.	
2.12	Services	The Vendor must provide a staffed communication system utilizing an 800-telephone number an 800- number fax, and email access, available 24-hours per day, 7 days per week, 365 days per year at no additional charge to the Agency for technical, analysis, and application assistance.	
2.13	Services	The Vendor's Monitoring Center must be able to support interactive queries from authorized Officer's and/or authorized law enforcement agencies, (including an offender's location by date range and/or time range when requested), within 5 minutes.	
2.14	Services	The Vendor's Monitoring Center Service must be able to provide for offender enrollments and scheduling to be performed via direct telephone request (password accessible) when Agency staff (officer) does not have immediate access to an internet connection.	
2.15	Services	The Vendor's Monitoring Center Service must be able to activate or deactivate Alcohol Monitoring services for an offender within 30 minutes after receipt of request by fax, telephone or e-mail notification from an the Officer.	
2.16	Services	The Vendor's Monitoring Center service must maintain accurate and concise historical logs of all telephone, text message, emails and fax calls attempted and completed, including date, time, and the associated incident. The Vendor shall make these logs available to the Agency upon request.	
2.17	Services	The Vendor's Monitoring Center service must provide immediate notification via, text message or email 24 hours a day, seven days a week to designated Agency staff when an alert notification is generated. The Vendor's monitoring service shall include the capability to administer a phone call by a live staff person in the Monitoring Center in response to designated priority alert notifications, at an additional fee.	

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2.18	Services	<p>The Vendor's Monitoring Center service must triage alerts, including triaging and responding to alerts with direct contact to both Agency staff and offenders for resolution as defined by the Agency. The Monitoring Center service must have the ability to escalate an alert notification if the officer does not acknowledge the notification within an Agency-specified time to the next Agency designated contact. In the event an alert notification is unresolved, the Vendor's Monitoring Center service shall be responsible for contacting the Agency's designated officer via, text message, fax, email or phone. The means or mode of contact shall be at the Agency's discretion. These services shall be provided twenty-four (24) hours 7 days a week.</p>	
2.19	Services	<p>The Vendor's Monitoring Center service must provide the capability for every human voice call in and out of the system to be recorded with a transaction record that indicates the called number or calling number, and the result of the call. This information shall be made available to the Agency Program Manager at the Agency's request.</p>	
2.20	Services	<p>The Vendor's Monitoring Center must provide an initial response to pre-determined alert notifications to troubleshoot and resolve the notifications per established protocols as agreed to by both the Agency and the Vendor and optional price plan.</p>	
2.21	Services	<p>The Vendor's Monitoring Center service must be able to tailor the level of alert notification to the Agency or individual needs or protocols.</p>	
2.22	Services	<p>The Vendor's Monitoring Center must be responsible to maintain a call tree to be utilized when contacting Agency staff to report alert notifications pursuant to established protocols and optional price plan.</p>	
2.23	Services	<p>In the event of an alert violation, the Monitoring Center service must provide to the Officer, at a minimum the Offender's name, type of violation, time of violation, and the time and location of the Offender's last known location.</p>	

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2.24	Services	The Vendor's Monitoring Center service must be able to tailor the level of alert notification to the Agency or individual needs or protocols at an optional price plan.	
3.0		SECTION C Data Center, Data Storage, and Data Access (50 Evaluation Points Available)	
	Item	Description	Describe how Vendor meets or exceeds specifications
3.1	Data Center	The facility housing the Data Center(s) must have multiple physical security features. Describe the physical security features that protect the Data Center and agency data.	
3.2	Data Center	The Vendor's Data Centers should have ventilation and temperature control adequate to ensure proper functions of the Monitoring Center hardware.	
3.3	Data Center	The Vendor's Data Centers must have back-up emergency power generators.	
3.4	Data Center	The Vendor must have redundant Data Centers located sufficiently distant from the primary center, such that it is unlikely to be adversely affected by a manmade or natural event or loss of electrical or communications services that would disable the primary Data Center.	
3.5	Data Center	All back-up systems in the Data Centers must be tested regularly.	
3.6	Data Center	The Vendor's system should provide for 100% redundancy to avoid unnecessarily excessive downtime due to hardware or software issues. In the event of data disruption, the secondary Data Center must be activated within 60 minutes of initial system failure.	
3.7	Data Storage	The Vendor must ensure that all records (automated or hard copy files) remain the property of the Agency and shall be returned within 30 days, in the event the contract is canceled or terminated.	
3.8	Data Storage	The Vendor's system must ensure that all data be recorded with a historical transaction record and stored/archived for retrieval/backup in a database when requested by Agency personnel in accordance with the following: a. All historical data must be centrally stored and accessible for reporting purposes;	
3.9	Data Storage		

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3.10	Data Storage	<p>b. This information must be available for reporting in a standard transaction file format; and</p> <p>c. All current and historical data files must be retained for a minimum period of seven (7) years and this information shall be available at no charge to the Agency.</p>	
3.11	Data Storage	<p>The Vendor's Data Centers must have duplicate computers with the ability to, at a minimum, permit restoration of data collection and user monitoring services within ten (10) minutes after computer failure. The Monitoring Center should have duplicate data storage devices with automated fail-over and automatic re-establishment of the duplicate databases upon replacement of the failed storage device.</p>	
3.12	Data Storage	<p>Upon request from the Agency, the Vendor must provide the most up-to-date complete copy of the System database, including historical data, the data dictionary, file layouts, code tables, code values, data relationships, keys, and indices, etc., in a format to be determined by the Agency.</p>	
3.13	Data Storage	<p>The Vendor shall not release or reveal any data, program information, operation protocols, implementation plans, training material, report(s), publication(s), updates, and/or statistical data related to the Program to any entity, to include non-Agency personnel, without prior written approval from the Agency Program Manager.</p>	
3.14	Data Access	<p>The Vendor must maintain unaltered recorded data of offender violations, to be accessible in original form and substance for utilization as physical evidence for prosecution.</p>	
3.15	Data Access	<p>The Vendor shall have documented policies and procedures for network security, application security, data transmission and data security, as well as Monitoring Center physical security.</p>	
3.16	Security	<p>The system shall provide security features, which prevent unauthorized individuals from accessing any information held by the Vendor. Secure access to the system shall be maintained at all times.</p>	
3.17	Security		

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3.18	Security	Upon request from the Agency, the Vendor must provide a copy of its security policies and procedures for its network security, application security, data transmission security, data storage security, and physical security.	
3.19	Security	The Vendor shall provide secure transmission and storage of data and must ensure that all data, data transmissions and data storage is kept confidential.	
3.20	Security	The Vendor's facility, equipment, data transmissions, and data storage shall be secure. The Vendor's facility shall be alerted and monitored by a local law enforcement Agency or security company. The alert line shall be a tamper-resistant dedicated circuit and shall not be exposed to any person or thing that could alter or damage the line. The Monitoring Center shall be equipped with automated fire detection and suppression equipment.	
3.21	Security	The Vendor shall maintain a written Disaster Recovery Plan to cover power failures, telephone system failures, local equipment failures, flood or fire at the Monitoring Center and Data Center continued continuity of operations.	

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4a.0	SECTION D ALCOHOL MONITORING EQUIPMENT AND SERVICE Equipment Requirements – for single body-attached device with home based receiver (200 Evaluation Points Available)	Describe how Vendor meets or exceeds specifications
Item	Function	Description
4a.1	Equipment	<p>Vendor is bidding the following alcohol monitoring device and the accessories identified in the Price Worksheets. The responses to these specifications are for this equipment.</p> <p>Alcohol Monitoring Equipment (Receiver (Home Unit) - Landline)</p> <p>For Product Bid: _____</p> <p>Mfg.: _____</p> <p>Brand/Model: _____</p> <p><u>And</u></p> <p>Alcohol Monitoring Equipment (Receiver (Home Unit) - Cellular)</p> <p>For Product Bid: _____</p> <p>Mfg.: _____</p> <p>Brand/Model: _____</p>
4a.2	Equipment	<p>The Vendor shall provide, at their own expense, all systems and equipment (software and hardware) required for the service delivery, regardless of the actual number of units including but not limited to:</p>
4a.3	Equipment	<p>a. A system with a database to monitor offender testing and communication of data to the Vendor's system;</p>
4a.4	Equipment	<p>b. All software and hardware required to access the Internet, with the exception of Agency personal computers; and</p>

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4a.5	Equipment	c. All labor, materials, equipment, cellular wireless service costs and consumables necessary to perform Alcohol Testing services on an as-needed basis.	
4a.6	Equipment	All equipment and systems furnished shall be standard products of the Vendor, shall be in proper working order, clean and free from defects of features affecting appearance, serviceability, or the safety of the offender in normal intended use.	
4a.7	Equipment	The Vendor shall provide equipment that meets market safety standards and presents no health or safety hazards to staff and/or offenders.	
4a.8	Equipment	The device must be able to either verify the identity of the participant by utilizing a voice or digital imaging recognition system or transmit such data to a monitoring center for participant identification.	
4a.9	Equipment	Instrument must be capable of taking a deep lung sample from the participant's breath and compare it to a calibrated breath alcohol standard which is stored in the system's memory or video imaging solutions.	
4a.10	Equipment	The system shall utilize fuel cell or comparable technology, which is specific to alcohol, and shall measure the Breath Alcohol Content (BAC) from the person being tested.	
4a.11	Equipment	The system must not respond to natural gas or acetone.	
4a.12	Equipment	The system shall provide for testing to be conducted at random or fixed intervals that can be set by the Officer on a per participant basis based on the risk of the participant. Describe the number of settings, duration of each interval, the steps involved for an Officer to vary the testing intervals, including but not limited to the steps involved, any time delay or conditions for changes in testing interval to become effective, and whether or not there is a need for monitoring center involvement in varying the testing interval.	
4a.13	Equipment	The system must also be capable of testing the client upon entry when it is combined with a Radio Frequency Unit.	

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4a.14	Equipment	The system must have the ability to test the client even in the event of an AC power outage and telephone line outage. The unit must test and store these results, and once the telephone line is restored, the system will report the BAC level of all stored tests.
4a.15	Equipment	Tamper detection features on the unit shall exist to ensure the monitoring center receives accurate information on Case alerts and power alerts, and phone alerts.
4a.16	Equipment	The system must be able to connect to a standard phone line jack and have the ability to also use standard cell phone technology to communicate with the monitoring center and download data.
4a.17	Equipment	The system shall have the ability to be attached to a radio frequency unit or to be used as a standalone system. Describe how your system is compatible with RF electronic monitoring.
4a.18	Equipment	The device shall be simple to install and have easy to understand instructions.
4a.19	Equipment	The device shall be permanently marked with the model/serial identification numbers and will not change colors or lose labeling after being exposed to common cleaning products.
4a.20	Equipment	The device and all additional equipment shall not be available as an open market item if this could compromise the security of the system.
4a.21	Equipment	The device shall incorporate non-volatile memory capable of storing at least five days worth of events (with date and time of occurrence) at times when the telephone service and electrical power may become unavailable and continually attempt to report these events until reporting has been successful. In particular, non-volatile memory will retain unreported events and report them once power / telephone services have been restored, including date & time of occurrence.

Item	Function	Description	Describe how Vendor meets or exceeds specifications
4b.0		<p>SECTION D ALCOHOL MONITORING TRANSDERMAL EQUIPMENT AND SERVICE Equipment Requirements - for single body-attached device with home based receiver (200 Evaluation Points Available)</p>	
4b.1	Equipment	<p>Vendor is offering the following Transdermal alcohol monitoring a single body-attached device and as identified in the Price Worksheets. The responses to the following specifications are for this equipment.</p> <p>Alcohol Monitoring Transdermal Equipment</p> <p>Single Body-attached Device: Product Bid: Mfg.: _____ Brand/Model: _____</p> <p>Alcohol Monitoring Transdermal Equipment (Receiver (Home Unit) - Landline)</p> <p>For Product Bid: Mfg.: _____ Brand/Model: _____</p> <p>And</p> <p>Alcohol Monitoring Transdermal Equipment (Receiver (Home Unit) - Cellular)</p> <p>For Product Bid: Mfg.: _____ Brand/Model: _____</p>	
4b.2	Equipment	<p>The device and all additional equipment shall not be available as an open market item if this could compromise the security of the system.</p>	

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4b.3	Equipment	The device shall be currently registered and approved by the Federal Communications Commission (FCC).
4b.4	Equipment	The strap and circuitry shall enable the device to immediately notify the monitoring center of any tamper attempt or removal from the offenders' ankle.
4b.5	Equipment	The body-attached ankle bracelet unit must offer a rechargeable or field replaceable battery. If rechargeable, device shall function for approximately twenty-four (24) hours on a 2-hour charge. If replaceable batteries, describe the in-use live duration of your proposed battery and the basis for replacement of batteries and/or body-attached ankle bracelet unit including details of the number of small parts (screws, clips, rails, etc) that Officers must replace.
4b.6	Equipment	Describe all maintenance and/or calibration intervals including steps involved and regularity they must be performed (Example: Replace water vessel inside body-attached ankle bracelet unit, once every 90 days.)
4b.7	Equipment	The device shall be able to re-charge the battery to maximum capacity (100% charge) in 2 hours or less.
4b.8	Equipment	The device must be shock resistant, water resistant, and must function under normal atmosphere and environmental conditions.
4b.9	Equipment	The device shall be capable of sending a signal indicating a low battery condition prior to battery depletion.
4b.10	Equipment	All communications to and from the device shall be encrypted.
4b.11	Equipment	Can your device provide two-way communications with the participant as a means of rapid Officer response to positive alcohol test results and the basis for Officer contact/intervention? If so, describe specifically how your device communicates and how it is tracked in your proposed system.

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4b.12	Equipment	The device shall be able to detect and record an alert feature with immediate tamper notification including strap tampers, activation and deactivation tampers, and removal tamper notifications. Describe your specific method(s) of tamper detection (Examples: Temperature, Infra-red, etc.) and tamper evident capabilities.	
4b.13	Equipment	The device shall be able to detect and record an alert feature with immediate alert notification for a low battery.	
4b.14	Equipment	The device shall incorporate non-volatile memory capable of storing at least five days worth of events (with date and time of occurrence) at times when the cellular service and electrical power may become unavailable and continually attempt to report these events until reporting has been successful. In particular, non-volatile memory will retain unreported events and report them once power/cellular services have been restored, including date & time of occurrence.	
4b.15	Equipment	All straps utilized to attach equipment to an offender shall be designed so that if an offender cuts, severs or otherwise compromises the integrity of the strap an alert is generated.	
4b.16	Equipment	Straps used to attach the equipment to an offender shall have exterior surfaces made of hypoallergenic materials, and shall be adjustable in length to fit all offenders. All straps designed to attach equipment to an offender shall have the capability to be securely sized to an offender. If straps are pre-sized they should be immediately available in one-half inch increments or less.	
4b.17	Equipment	System shall measure the ethanol concentration in a discrete sample of the ethanol vapor as insensitive perspiration or the unnoticed perspiration that occurs continuously and shall be obtained via body-attached device without the need for active participation by the participant. The device must be able to distinguish between environmental factors and actual consumption.	

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4b.18	Equipment	<p>The device shall provide for testing to be automatically conducted at fixed intervals that can be set by the Officer on a per participant basis based on the risk of the participant, as frequently as once every 15 minutes. Describe the number of settings, duration of each interval, the steps involved for an Officer to vary the testing intervals, including but not limited to the steps involved, any time delay or conditions for changes in testing interval to become effective, and whether or not there is a need for monitoring center involvement to vary testing intervals.</p>	
4b.19	Equipment	<p>The results of each test shall be reported to the monitoring center and notifiable to Officers. Describe if your device has a cellular reporting connection capable of immediate reporting or, if the test results must be stored in the body-attached ankle bracelet unit and capable of reporting only when the body-attached ankle bracelet returns in range of a second component attached to the participant's home phone landline or cellular line. Describe the number of reporting settings, duration of each reporting interval, the steps involved for an Officer to vary the reporting interval, including but not limited to any time delay or conditions for changes in reporting interval to become effective, and whether or not there is a need for monitoring center involvement to vary the reporting interval.</p>	

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Item	Function	Description	Describe how Vendor meets or exceeds specifications
5.1	Equipment Inventory Reports	<p>A system that allows the Agency to generate the following "canned" reports directly from the Vendor's database through the secure internet site. To ensure that reports are accurate and timely, the system's database shall be updated in real time to ensure all report data is current when viewed and/or downloaded by the Agency's personnel. All reports shall 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 an excel format.</p>	
5.2	Equipment Inventory Reports	<p>The system must be able to provide real time reports of all assigned equipment. Report shall include description/type of equipment, serial number, assigned Offender, and assigned Officer.</p>	
5.3	Notification Report	<p>The Vendor's system shall provide the Agency the ability to generate a report by date parameters, sorted by location site, identifying the number and type of notifications during specified time parameters, such as:</p> <ul style="list-style-type: none"> • Monday-Friday, 8:00 am-5:00 pm • After hours • Weekends <p>And indicating summary totals for:</p> <ul style="list-style-type: none"> • Total number of alerts per location site, percent of total per type of alert and average number of alert notifications per month, per offender within each location site. 	
5.4	Offender Alert Report	<p>The Vendor's system shall provide the Agency the ability to generate alert reports, queried by individual assigned offender and date parameters that identifies the type of alert, time of alert, method of alert (fax, e-mail or phone call) and recipient of alert.</p>	