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5.5	Customized Reports	The Agency can request custom reports the cost of which (if any) shall be established between the Vendor and the Agency Program Manager.	
5.6	Offender Report	The Vendor's system shall provide the Agency the ability to generate a summary report of all offenders and/or assigned officer that identifies offender name, Agency number, address, and officer assigned.	
5.7	Current Usage Report	The Vendor's system shall be able to provide the Agency the ability to generate a current usage report indicating the actual number of daily service units used to date (real time) for the monthly period. This report should be detailed to reflect offender name, Agency number, service type (active) and number of days utilized to date.	
5.8	Daily Alert Summary Report	The Vendor shall submit a daily report (between the hours of midnight and 6:00 a.m. for the previous day) that identifies each alert, type of alert, time and duration of alert, assigned officer, assigned offender, and totals. This report shall be sorted by location sites region/unit/officer and shall be e-mailed to all designated officers within the location sites.	
6.0		SECTION F Equipment Testing, Replacements, Lost/Damaged/Stolen Requirements (25 Evaluation Points Available)	
Item	Function	Description	Describe how Vendor meets or exceeds specifications
6.1	Equipment Accessories	The Vendor shall provide all necessary supplies and replacement supplies and instruction/training materials at no additional costs to the Agency.	
6.2	Equipment Spare Inventory	The Vendor shall provide and maintain a backup/replacement inventory of monitoring units equal to ten (10%) of the actual number of units currently in use in each the Agency's Location sites/Office locations. 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.	

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6.3	Replacement Equipment	The Vendor shall assure that all equipment delivered to the Agency has been tested to ensure it is operable, free from any defects or damage and is fully operational. The Agency reserves the right to reject any and all equipment not determined to be operational and in acceptable operative order and condition. 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 24 hours of request at no charge to the Agency, including shipping and handling costs for both delivery and return.	
6.4	Lost/Damaged/Stolen	At no additional cost, the Vendor shall supply replacements for lost, stolen and damaged equipment up to five percent (5%) per year of the Agency's active units. The Vendor shall have three (3) working days to replenish requested stock. All units shall be maintained at the Agency's office for use as immediate replacements, when needed. Vendor must detail within their Price Sheet the per component replacement cost for each component of every proposed replacement model. This replacement cost shall be applied for any excess losses above the allowed annual 5% lost, stolen and/or damaged equipment replacements.	
SECTION G Training Requirements (25 Evaluation Points Available)			
Item	Function	Description	Describe how Vendor meets or exceeds specifications
7.1	Training	The Vendor shall provide all training relating to the use of equipment, software, trouble shooting, report analysis or any time equipment hardware and software enhancements or modifications are released.	
7.2	On-Site Initial Training	The Vendor shall develop and provide on-site training for Agency staff on the operational use of the system and the use of all associated equipment and services. Additional on-site training of Agency staff shall occur within 1 week of the request.	

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7.3	Onsite Ongoing Training	The Vendor shall be prepared to provide initial orientation training and ongoing monthly training as needed. In addition, after implementation training, the Vendor shall provide additional training by the Vendors' staff at a minimum of one time per year for Agency staff or training shall be performed on a mutually agreed upon schedule at Agencies designated locations with final approval by the Agency' Program Manager or designee.	
7.4	Manuals/ Installation Guides	The Vendor shall provide training and/or user manuals upon each Officer's initial orientation training in hardcopy, 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.	
7.5	Training Materials	The Vendor shall provide all materials and equipment necessary to perform the training and shall utilize actual equipment currently being utilized. All training manuals must be hardcopies, 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 must be submitted by Vendor.	
7.6	Webinar and Online Training	The Vendor shall make available to officers remote webinar and online training sessions which demonstrate device applications after initial orientation per officer. The Vendor shall provide Webinar online and online. Training for system, software and hardware updates.	
8.0	<p align="center">SECTION H - Additional Requirements (25 Evaluation Points Available) (Pass/Fail - No Evaluation Points Available - Items 8.6 - 8.7)</p>		
	Item	Function	Description
8.1		Vendor Staff	The Vendor shall provide an adequate level of staffing for provision of the services outlined herein and shall ensure that staff providing services are highly trained and qualified.
			Describe how Vendor meets or exceeds specifications

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8.2	<p>On-Site Service</p> <p>The Vendor shall provide remote diagnostic support and trouble-shooting technical assistance via a toll-free telephone line 24 hours a day, seven (7) days a week, including holidays. In the event of technical problems that are not resolved from a remote location, the Agency Program Manager, upon request, may require the Vendor to provide on-site, technical assistance within 24 hours.</p>	
8.3	<p>Litigation-Related Testimony</p> <p>The Vendor shall make available qualified personnel to provide testimony as requested or subpoenaed. Affidavit, expert witness testimony, violation hearing testimony, or any other expert testimony/certification shall be provided at no additional cost to the Agency. The Vendor shall immediately notify the Agency Program manager or designee upon receipt of any subpoena involving or affecting the Agency.</p>	
8.4	<p>Quality Assurance Program</p> <p>The Vendor shall have a formal quality assurance/quality control program in place that demonstrates that routine evaluations of the quality of the system, equipment and service are performed to ensure compliance with the terms and conditions of the Contract.</p>	
8.5	<p>Monitoring and Evaluation Requirements</p> <p>The Agency Program Manager or designated staff may perform Agreement compliance reviews during the term of the Agreement. The Agency Program Manager may include periodic review of compliance with contract service delivery.</p> <p>The Agency Program Manager will provide written compliance reports to the Contractor. When issues of non-compliance are identified, a written Corrective Action Plan (CAP) will be required of the Vendor. The CAP is to be submitted to the Agency Program Manager within ten (10) days of receipt of the Agreement compliance review report. Failure to correct deficiencies after thirty (30) days from the date of receipt of the written Agreement compliance review report notating the deficiencies may result in determination of breach of contract and termination of services.</p>	

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8.6	Background Checks	The Vendor shall conduct Criminal background checks for security purposes on all of its employees. The results of the background checks shall be available for review by the Agency. The MCC Contract Administrator on behalf of the Agency has full discretion to require the Vendor to disqualify, prevent, or remove any of its staff from any work being performed under the Contract.	
8.7	Background Checks	The Vendor shall not offer employment to any individual or assign any individual to work under this Contract, who has not had a background check, conducted and the findings of the background check have been determined to be satisfactory.	
SECTION I Additional Vendor's Equipment and Services (No Evaluation Points Applicable)			
Item	Function	Description	Describe how Vendor meets or exceeds specifications
9.1		The Vendor may offer additional Equipment and Services. The Vendor should provide list and include a summary of each additional piece of equipment, to include: one device, description, training manuals, functionality, service, and optional pricing. Services may be negotiated based on each user Agency's needs.	
SECTION J ALCOHOL MONITORING EQUIPMENT AND SERVICE Vendor Provided Offender Services - for single body-attached device with home-based receiver (Preferred optional service - 10 Evaluation Points Available)			
Item	Description		Describe how Vendor meets or exceeds specifications
10a.1	The government entity may choose to provide the contractor with reasonable office space onsite within the government agencies office locations.		
10a.2	Each entity will maintain its own computers, software, and internet service for exchanging information.		
10a.3	The government entity will maintain complete responsibility for program management services not specifically listed		
10a.4	The government agency will be responsible for all referrals of all new offenders to the program		
10a.5	Prior to any referral the government entity will ensure that the subject has a home phone or identifies the need of a cellular service monitoring unit.		

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10a.6	Offenders must have an ability to pay for enrollment and services provided by the contractor.	
10a.7	Contractor 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.	
10a.8	The contractor will activate and install equipment on offenders and orientate offenders on home equipment placement or transdermal unit connection and care.	
10a.9	Offenders will be responsible for the cost of lost, damaged, or stolen equipment.	
10a.10	The contractor should provide limited case management to include:	
10a.11	a. Contractor will coordinate offender (in person) reporting on a schedule agreed upon by both parties	
10a.12	b. The contractor will confirm the employment status of the offender and financial status.	
10a.13	c. The contractor will collect fees from the offender and will provide notices to the government agency on delinquent payments	
10a.14	d. The contractor will review offender curfew activity from the time since the offender last reported.	
10a.15	e. The contractor will review monitoring /tracking activity with the offender and provide the government agency with exception reports for program violations.	
10a.16	f. The contractor's case management activities shall be documented in the contractor's caseload management software and accessible to the government entity 24/7.	
10b.0	SECTION J ALCOHOL MONITORING TRANSDERMAL EQUIPMENT AND SERVICE Vendor Provided Offender Services for Alcohol Monitoring Transdermal Equipment and Service (Preferred optional service - 10 Evaluation Points Available)	
Item	Description	Describe how Vendor meets or exceeds specifications
10b.1	The government entity may choose to provide the contractor with reasonable office space onsite within the government agencies office locations.	
10b.2	Each entity will maintain its own computers, software, and internet service for exchanging information.	
10b.3	The government entity will maintain complete responsibility for program management services not specifically listed	
10b.4	The government agency will be responsible for all referrals of all new offenders to the program	
10b.5	Prior to any referral the government entity will ensure that the subject has a home phone or identifies the need of a cellular service monitoring unit.	

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10b.6	Offenders must have an ability to pay for enrollment and services provided by the contractor.
10b.7	Contractor 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.
10b.8	The contractor will activate and install equipment on offenders and orientate offenders on home equipment placement or transdermal unit connection and care.
10b.9	Offenders will be responsible for the cost of lost, damaged, or stolen equipment.
10b.10	The contractor should provide limited case management to include:
10b.11	a. Contractor will coordinate offender (in person) reporting on a schedule agreed upon by both parties
10b.12	b. The contractor will confirm the employment status of the offender and financial status.
10b.13	c. The contractor will collect fees from the offender and will provide notices to the government agency on delinquent payments
10b.14	d. The contractor will review offender curfew activity from the time since the offender last reported.
10b.15	e. The contractor will review monitoring /tracking activity with the offender and provide the government agency with exception reports for program violations.
10b.16	f. The contractor's case management activities shall be documented in the contractor's caseload management software and accessible to the government entity 24/7.

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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.)

Although not currently required by the following specifications, it is intended that equipment available through this contract will meet or exceed the most recent version of the standard for offender tracking systems (OTSs) published by the U.S. Department of Justice, Office of Justice Programs, National Institute of Justice. A draft standard was recently published for public comment dated June 2012. It was titled: **Criminal Justice Offender Tracking System Standard - NIJ Standard-1004.00.**

The following was excerpted from the NIJ Draft. - Two configurations of Offender Tracking System (OTS) models: one-piece configuration and multi-piece configuration. "In the one-piece configuration, the body-attached device contains the location methodology apparatus, communication device, battery, attaching straps and clips, indicators to the participant, and the casing. In the multi-piece configuration, there are two separate units. One unit is body-attached, and the other unit is body-worn. The components of the body-worn unit typically include the location methodology apparatus, communication device, battery, indicators to participant, and the casing. The components of the body-attached device typically include the transmitter/receiver, battery, attaching straps and clips, and the casing."

Definitions: "Body-attached: The quality of being physically secured to a participant's body." "Body-worn: The quality of being fastened, typically, to an article of the participant's clothing."

CATEGORY 3 - SATELLITE MONITORING AND REMOTE TRACKING SERVICE (GLOBAL POSITIONING SYSTEM (GPS))			
	(Responses below apply to only one-piece body-attached device. ___ Yes, ___ No.)		
	(Responses below apply to only multi-piece tracking system. ___ Yes, ___ No.)		
	(Responses below apply to both one-piece body-attached device and multi-piece tracking system. ___ Yes, ___ No.)		
1.0	SECTION A General Experience Requirements (Pass/Fail No Evaluation Points Available)		
Item	Function	Description	Describe how Vendor meets or exceeds specifications
1.1	General Experience	The Vendor shall have been in business for a minimum of three (3) consecutive years prior to proposal submittal.	

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1.2	General Experience	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 not be acquired through sub-contracting of the GPS device. Include these agencies in the response to Item 1.3 below.	
1.3	General Experience	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 not have been acquired through a subcontractor who actually provided the service. Identify these agencies, volumes and devices in your proposal response.	
1.4	General Experience	The proposed software must include the ability to compare the offender track points to crime locations from law enforcement Record Management Systems. This functionality must have been in use within the past 12 consecutive months, prior to proposal submittal date. This experience shall be with the same Government agencies listed in Item 1.3 above. The Vendor's experience shall not have been acquired through sub-contracting of the GPS software or equipment. Anytime Beta testing does not count toward the required experience.	
1.5	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 12 consecutive months through one or more contracts with County, State or Federal Governmental agencies at the time of proposal submittal. This experience shall be with the same government agencies listed in Item 1.3. 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.	
1.6	General Experience	The Manufacturer shall have an ISO 9001 certification.	

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1.7	General Experience	The device and accessory items shall be currently registered and approved by the Federal Communications Commission (FCC).	
2.0		SECTION B Monitoring Center Facility and Monitoring Center Interactive Services (Pass/Fail No Evaluation Points Available - Items 2.1 – 2.9) (60 Evaluation Points Available - Items 2.10 – 2.23)	
	Item	Description	Describe how Vendor meets or exceeds specifications
2.1	Facility	The Vendor shall not sub-contract any services performed by the monitoring service center or help-desk facility.	
2.2	Facility	The Vendor's monitoring center shall 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.	
2.3	Facility	The Vendor's Monitoring Center shall 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 shall 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.	

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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, 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.	
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, 365 days per year, with highly skilled technicians that have completed a minimum of 40 hours initial training and ongoing annual training. Staffing levels must meet the device ratio for the Agency activated equipment.	
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, 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.	

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2.15	Services	The Vendor's Monitoring Center Service should be able to enroll or deactivate GPS tracking 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.	
2.18	Services	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. The Vendor's Monitoring Center Alerts will be triaged and responded to for up to three (3) alert notifications, (i.e. bracelet strap, low battery, zone violations), additional alerts will be priced on an optional price plan.	

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2.19	Services	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.
2.20	Services	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.
2.21	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.
2.22	Services	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.
2.23	Services	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.
3.0		SECTION C Data Center, Data Storage, and Data Access (Pass/Fail No Evaluation Points Available - Items 3.1 - 3.6) (25 Evaluation Points Available - Items 3.7 - 3.12) (Pass/Fail No Evaluation Points Available - Items 3.13 - 3.20)
Item	Function	Description
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 must 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 multiple redundant back-up generators.

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3.4	Data Center	The Vendor must have redundant Data Centers located a sufficient distance apart in the event of a disaster of the local area.
3.5	Data Center	All back-up systems in the Data Centers must be tested regularly.
3.6	Data Center	The Vendor's system must 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 10 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 upon request 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: All historical data must be centrally stored and accessible for reporting purposes; This information must be available for reporting in a standard transaction file format.
3.9	Data Storage	a. All historical data must be centrally stored and accessible for reporting purposes;
3.10	Data Storage	b. This information must be available for reporting in a standard transaction file format; and
3.11	Data Storage	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.
3.12	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 must have duplicate data storage devices with automated fail-over and automatic reestablishment of the duplicate databases upon replacement of the failed storage device.

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3.13	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 to be determined by the Agency.	
3.14	Data Access	The Vendor shall not release or reveal any GPS data, program information, operation protocols, implementation plans, training material, report(s), publication(s), updates, and/or statistical data related to the GPS Program to any entity, to include non-GPS Agency personnel, without prior written approval from the Agency Program Manager.	
3.15	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.	
3.16	Security	The Vendor's Data Centers must have on-site in-person security 24 hours a day, 7 days per week. 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.	
3.17	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.	
3.18	Security	The Vendor shall provide secure transmission and storage of GPS data and must ensure that all data, data transmissions and data storage is kept confidential.	
3.19	Security	The Vendor's facility, equipment, data transmissions, and data storage shall be secure. At a minimum, 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.	

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3.20	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.	
4a.0			SECTION D Equipment Requirements – single body-worn device (220 Evaluation Points Available)
	Item	Function	Description
4a.1	Equipment	Vendor is bidding the following one-piece body-attached device and the accessories identified in the Price Worksheets. The responses to these specifications are for this equipment.	Describe how Vendor meets or exceeds specifications
		One-piece Body-attached Device:	
		Mfg.: _____	
		Brand/Model: _____	
4a.2	Equipment	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:	
4a.3	Equipment	a. A system with a database to monitor offender activity;	
4a.4	Equipment	b. All monitoring units (transmitter, receiver/dialer and other related equipment) to communicate location data to the Vendor's system;	
4a.5	Equipment	c. All software and hardware required to access the Internet, with the exception of Agency personal computers; and	
4a.6	Equipment	d. All labor, materials, equipment, cellular wireless service costs and consumables necessary to perform GPS tracking services on an as-needed basis.	
4a.7	Equipment	All equipment and systems furnished shall be standard products supplied by 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.	

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4a.8	Equipment	The Vendor shall provide only equipment that meets the highest levels of ruggedness, durability and performance available, when considering the following: operating temperature, stored temperature range, temperature cycling, shock and vibration, water resistance or waterproofing, operating humidity range, stored humidity range and tamper resistance.
4a.9	Equipment	The device shall be a one-piece body-attached device. Performance information and product literature may be included in Vendor's proposal response.
4a.10	Equipment	The Vendor shall provide equipment that meets market safety standards and presents no health or safety hazards to staff and/or offenders.
4a.11	Equipment	The device identified by the Vendor above shall be the latest proven reliable technology and meet the requirements specified in Items 1.2 and 1.3 above.
4a.12	Equipment	The device shall not have any sharp edges and shall be designed so not to cause excessive chafing or bruising.
4a.13	Equipment	The device shall use Global Position Satellites and the cellular telephone network to track and report the location(s) of offenders both at home and in the community, regardless of location. Both Passive and Active devices must be the same one-piece body-attached device securely attached to the ankle.
4a.14	Equipment	Active GPS shall be a service level that must collect a tracking point at least once every minute, and must report information via the cellular network at least once every fifteen (15) minutes and must report tampering and zone violations immediately. Devices proposed for Active GPS that utilize less frequent intervals shall be rejected and not evaluated.
4a.15	Equipment	Passive GPS shall be a service level that collects a tracking point at least once every one minute, and must report information via a cellular or landline telephone at least once every twelve (12) hours.
4a.16	Equipment	If the Vendor offers a hybrid service (an alternate type of passive GPS service) it may be offered and described as an "optional" service and separate pricing should be quoted.

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4a.17	Equipment	Active GPS includes the ability of the device to be remotely contacted to force the device to instantly locate and call back with its data immediately. Vendor shall include unlimited instant cellular locates at no additional costs.	
4a.18	Equipment	All devices must be capable of utilizing unlimited alternative location tracking using the cellular network in the absence of GPS at no additional costs.	
4a.19	Equipment	Describe how the web based system reflects the alternative tracking verses GPS tracking and how the location indicators on the map differentiate between the two.	
4a.20	Equipment	The system shall have the capacity to convert a device between active and passive mode without removal from the Offender or requiring a change of equipment.	
4a.21	Equipment	The device shall be small, light, and not restrictive and can be attached to the offender in a manner that will not impede normal activities or work. It shall attach securely around the ankle of the offender.	
4a.22	Equipment	The device shall not pose a safety hazard nor unduly restrict offenders' activities.	
4a.23	Equipment	All equipment assigned to the offender shall be manufactured to allow for repeated proper sanitization. The Vendor shall provide instructions to sanitize the equipment, including recommended cleaning agents and methods.	
4a.24	Equipment	The device components are quickly removable by a trained officer and are not easily removable except by an officer with the correct equipment.	
4a.25	Equipment	All communications to and from the device shall be encrypted.	
4a.26	Equipment	The device shall be supplied with an installation kit containing all necessary equipment to install, activate or deactivate the device.	
4a.27	Equipment	The device shall be simple to install and have easy to understand instructions.	

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4a.28	Equipment	The device shall be permanently marked with the model/serial identification numbers and will withstand exposure to common cleaning products. The vendor will replace any device without charge within 3 days if the tracking number is not legible.	
4a.29	Equipment	The device shall be capable of tracking an offender twenty-four (24) hours a day, 7 days a week and shall be able to confirm the date, time and location of the tracking event.	
4a.30	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.31	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.	
4a.32	Equipment	The device shall acquire GPS within 5 minutes when placed in an outdoor environment.	
4a.33	Equipment	The battery for the 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.	
4a.34	Equipment	The device shall be shock-resistant.	
4a.35	Equipment	The device's battery shall be able to re-charge the battery from a dead battery status to a maximum capacity (100% charge) in two (2) hours or less.	
4a.36	Equipment	The battery powering the transmitter 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.	
4a.37	Equipment	The device 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. An optional automobile outlet (direct current) source to recharge battery should be available at no additional charge if requested by the agency.	
4a.38	Equipment	The device shall have internal diagnostics that can determine if it is operating properly and the ability to relay the information to the Vendor's Monitoring Center.	

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4a.39	Equipment	The device shall be designed to prevent tracing or duplication of the signal by other electronic devices or equipment.
4a.40	Equipment	The device and software system should be capable of storing up to 99 zones so that zone violations can be immediately reported regardless of the call in frequency.
4a.41	Equipment	The device shall communicate to the Vendor's Software System by common cellular carrier, with the option of a secondary cellular carrier (list cellular networks proposed).
4a.42	Equipment	The device shall be waterproof, and has been independently tested against the effects of continuous immersion in water.
4a.43	Equipment	The device shall be able to detect and record an alert feature to signal the offender by audible tone and/or vibration of the device.
4a.44	Equipment	The device shall be able to detect and record an alert feature with immediate tamper notification.
4a.45	Equipment	The device shall be able to detect and record an alert feature with immediate alert notification for inclusion and/or exclusion zone violations.
4a.46	Equipment	The device shall be able to detect and report and alert feature with immediate alert notification for loss of communication violations.
4a.47	Equipment	The device shall be able to detect and record an alert feature with immediate alert notification for a low battery.
4a.48	Equipment	The device shall be able to detect and record an alert feature with-alert notification to detect potential masking of the device's ability to receive GPS signals.
4a.49	Equipment	As an optional feature, identify and describe any offender acknowledgement feature located on the device.

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4a.50	Equipment	The device shall incorporate non-volatile memory capable of storing at least 48 hours 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.	
4a.51	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.	
4a.52	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 shall be immediately available in one-half inch increments or less.	
4a.53	Equipment	GPS devices shall be able to utilize additional accessories (such as beacons or similar RF monitoring devices) for enhanced location verification in defined impaired environments while at home.	
4a.54	Equipment	The GPS device should also have the ability to download location and alert information via landline in areas without adequate cellular coverage.	

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4b.0	SECTION D Equipment Requirements – multi-piece tracking system (220 Evaluation Points Available)		Describe how Vendor meets or exceeds specifications
Item	Function	Description	
4b.1	Equipment	Vendor is bidding the following multi-piece GPS tracking system and the accessories identified in the Price Worksheets. In the multi-piece configuration, there are two separate units. One unit is body-attached and the other unit is body-worn. The responses to these specifications are for this equipment. Device attached to the body: Mfg.: _____ Brand/Model: _____ Device worn on the body: Mfg.: _____ Brand/Model: _____	
4b.2	Equipment	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 systems including but not limited to:	
4b.3	Equipment	a. A system with a database to monitor offender activity;	
4b.4	Equipment	b. All monitoring units (transmitter, receiver/dialer and other related equipment) to communicate location data to the Vendor's system;	
4b.5	Equipment	c. All software and hardware required to access the Internet, with the exception of Agency personal computers; and	
4b.6	Equipment	d. All labor, materials, equipment, cellular wireless service costs and consumables necessary to perform GPS tracking services on an as-needed basis.	

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4b.7	Equipment	All equipment and systems furnished shall be standard products supplied by 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.	
4b.8	Equipment	The Vendor shall provide only equipment that meets the highest levels of ruggedness, durability and performance available, when considering the following: operating temperature, stored temperature range, temperature cycling, shock and vibration, water resistance or waterproofing, operating humidity range, stored humidity range and tamper resistance.	
4b.9	Equipment	The tracking system shall include one-piece body-attached device and a body-worn cellular communication device. Performance information and product literature may be included in Vendor's proposal response.	
4b.10	Equipment	The Vendor shall provide equipment that meets market safety standards and presents no health or safety hazards to staff and/or offenders.	
4b.11	Equipment	The device identified by the Vendor above shall be the latest proven reliable technology and meet the requirements specified in Items 1.2 and 1.3 above.	
4b.12	Equipment	The one-piece body-attached device shall not have any sharp edges and shall be designed so not to cause excessive chafing or bruising.	
4b.13	Equipment	The body-worn device shall use Global Position Satellites and the cellular telephone network to track and report the location(s) of offenders both at home and in the community, regardless of location. Both Passive and Active tracking shall be provided by the GPS tracking system.	
4b.14	Equipment	Active GPS shall be a service level that must collect a tracking point at least once every minute, and must report information via the cellular network at least once every fifteen (15) minutes and must report tampering and zone violations immediately. Devices proposed for Active GPS that utilize less frequent intervals shall be rejected and not evaluated.	

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4b.15	Equipment	Passive GPS shall be a service level that collects a tracking point at least once every one minute, and must report information via a cellular or landline telephone at least once every twelve (12) hours.
4b.16	Equipment	If the Vendor offers a hybrid service (an alternate type of passive GPS service) it may be offered and described as an "optional" service and separate pricing should be quoted.
4b.17	Equipment	Active GPS includes the ability of the body-worn device to be remotely contacted to force the device to instantly locate and call back with its data immediately. Vendor shall include unlimited instant cellular locates at no additional costs.
4b.18	Equipment	The system must be capable of utilizing unlimited alternative location tracking using the cellular network in the absence of GPS at no additional costs.
4b.19	Equipment	Describe how the web based system reflects the alternative tracking verses GPS tracking and how the location indicators on the map differentiate between the two.
4b.20	Equipment	The system shall have the capacity to convert a body-worn device between active and passive mode without removal from the Offender or requiring a change of equipment.
4b.21	Equipment	Both the body-attached and the body-worn devices shall be small, light, and not restrictive and the body-attached device can be attached to the offender in a manner that will not impede normal activities or work. It shall attach securely around the ankle of the offender.
4b.22	Equipment	The equipment used shall not pose a safety hazard nor unduly restrict offenders' activities.
4b.23	Equipment	All equipment assigned to the offender shall be manufactured to allow for repeated proper sanitization. The Vendor shall provide instructions to sanitize the equipment, including recommended cleaning agents and methods.
4b.24	Equipment	The body-attached device components are quickly removable by a trained officer and are not easily removable except by an officer with the correct equipment.

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4b.25	Equipment	All communications to and from the system's devices shall be encrypted.
4b.26	Equipment	The body-attached device shall be supplied with an installation kit containing all necessary equipment to install, activate or deactivate the device.
4b.27	Equipment	The body-worn device shall be simple to use and have easy to understand instructions.
4b.28	Equipment	Both devices shall be permanently marked with the model/serial identification numbers and will withstand exposure to common cleaning products. The Vendor will replace either device without charge within 3 days if the tracking number is not legible.
4b.29	Equipment	The system shall be capable of tracking an offender twenty-four (24) hours a day, 7 days a week and shall be able to confirm the date, time and location of the tracking event.
4b.30	Equipment	System devices and all additional equipment shall not be available as an open market item if this could compromise the security of the system.
4b.31	Equipment	The strap and circuitry shall enable the system to immediately notify the Monitoring Center of any tamper attempt or removal of the body-attached device from the offenders' ankle.
4b.32	Equipment	The system shall acquire GPS within 5 minutes when placed in an outdoor environment.
4b.33	Equipment	The battery for both the body-attached device and the body-worn device shall each 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.
4b.34	Equipment	The system devices shall be shock-resistant.
4b.35	Equipment	The battery for both devices shall be able to re-charge the battery from a dead battery status to a maximum capacity (100% charge) in two (2) hours or less.
4b.36	Equipment	The battery powering both devices 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.

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4b.37	Equipment	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 and an automobile outlet (direct current) source to recharge battery. However, hand held device may be charged using a unit that doubles as home RF monitoring unit.	
4b.38	Equipment	The body-worn device shall have internal diagnostics that can determine if it is operating properly and the ability to relay the information to the Vendor's Monitoring Center.	
4b.39	Equipment	System devices shall be designed to prevent tracing or duplication of the signal by other electronic devices or equipment.	
4b.40	Equipment	The body-worn device and software system should be capable of storing up to 99 zones so that zone violations can be immediately reported regardless of the call in frequency.	
4b.41	Equipment	The body-worn device shall communicate to the Vendor's Software System by common cellular carrier, with the option of a secondary cellular carrier (list cellular networks proposed).	
4b.42	Equipment	All system devices shall be waterproof, and have been independently tested against the effects of continuous immersion in water.	
4b.43	Equipment	The system shall be able to detect and record an alert feature to signal the offender by audible tone.	
4b.44	Equipment	The system shall be able to detect and record an alert feature with immediate tamper notification.	
4b.45	Equipment	The system shall be able to detect and record an alert feature with immediate alert notification for inclusion and/or exclusion zone violations.	
4b.46	Equipment	The system shall be able to detect and report and alert feature with immediate alert notification for loss of communication violations.	
4b.47	Equipment	System devices shall be able to detect and record an alert feature with immediate alert notification for a low battery.	

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4b.48	Equipment	The system shall be able to detect and record an alert feature with-alert notification to detect potential masking of the device's ability to receive GPS signals.	
4b.49	Equipment	As an optional feature, identify and describe any offender acknowledgement feature located on any system device.	
4b.50	Equipment	The body-worn device shall incorporate non-volatile memory capable of storing at least 48 hours 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.51	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.52	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 shall be immediately available in one-half inch increments or less.	
4b.53	Equipment	The GPS system shall be able to utilize additional accessories (such as beacons or similar RF monitoring devices) for enhanced location verification in defined impaired environments while at home.	
4b.54	Equipment	The GPS system device should also have the ability to download location and alert information via landline in areas without adequate cellular coverage.	

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SECTION E System, Software and Mapping Requirements (110 Evaluation Points Available)			
Item	Function	Description	Describe how Vendor meets or exceeds specifications
5.1	System, Software and Mapping	The Vendor shall have a secure web based system and provide the agency with secure access.	
5.2	System, Software and Mapping	The Vendor's web site shall not require any software downloads or remote access to the Agency's computers to utilize the system.	
5.3	System, Software and Mapping	The Vendor shall provide a web-based system that is capable of being accessed through a secure (password protected) internet connection from desktop, laptop or remote means by Agency personnel, who have appropriate security clearance and have been provided Vendor-supplied security codes.	
5.4	System, Software and Mapping	The Vendor's system shall be supported by a database that allows for multiple data fields, subject to final approval by the Agency.	
5.5	System, Software and Mapping	The Vendor's web-based application shall provide the ability to efficiently stream aerial mapping data and offender tracking points with minimal latency during critical hours of operations and concurrency.	
5.6	System, Software and Mapping	The Vendor's web-based application shall be accessible twenty four (24) hours per day, 365 days per year while maintaining acceptable processing performance for offender mapping and tracking data.	
5.7	System, Software and Mapping	Any software necessary for Agency interface shall be provided at the expense of the Vendor, with no licensing fee to the Agency. Any and all software shall be subject to pre-approval and testing by the Agency.	
5.8	System, Software and Mapping	The Vendor's web-based application shall allow users to access the application over an SSL connection with 128 bit encryption, utilizing Microsoft Explorer web browser version 6 or higher.	
5.9	System, Software and Mapping	The Vendor's system shall provide the capability for the Agency to download data and reports from the database, through secured internet access.	

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5.10	System, Software and Mapping	The Vendor's system shall have the capability to query the database for any/all GPS offenders based on a specified dates times and locations.
5.11	System, Software and Mapping	The Vendor's system shall provide the capability for the entry of narrative-style notes by Agency personnel and/or the Vendor's monitoring center staff. These notes will be utilized as documentation of steps taken to resolve offender alerts.
5.12	System, Software and Mapping	The Vendor's system shall be able to allow configuration of protocols to enable the features that the Agency wants and disable those that it does not want. For example, types of alerts, notifications, zone categories, etc.
5.13	System, Software and Mapping	The Vendor's system shall show the officer in charge of the offender: name, phone numbers, etc if different from the offender's assigned officer (on call staff).
5.14	System, Software and Mapping	The Vendor's system shall be able to record the model and serial number.
5.15	System, Software and Mapping	The Vendor's system shall be able to assign to users role-based security levels. These include, but are not limited to, manager, supervisor, and Officer.
5.16	System, Software and Mapping	The Vendor's system is able to accept critical event data points and be able to link Offender's to the event on the map.
5.17	System, Software and Mapping	The Vendor's system shall provide administrative access to website tracking report showing by user: how many log-ins/minutes logged in by month summary detailed reports with date/duration/time stamp per log on.
5.18	System, Software and Mapping	The Vendor's system shall enable the Agency to monitor the near real time position for a specific offender's location at any and all times. Offender location data shall be uploaded a minimum of once every 15 minutes while in compliance and immediately uploaded when the offender is in violation status. The system shall provide offender locations upon demand. The system shall also be capable of the following: a. establishing configurable inclusion and exclusion zones;
5.19	System, Software and Mapping	

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5.20	System, Software and Mapping	b. collecting offender points at a minimum of once every 1-minute	
5.21	System, Software and Mapping	c. communicating (with the offender)	
5.22	System, Software and Mapping	d. providing location mapping;	
5.23	System, Software and Mapping	e. providing alert notification; and	
5.24	System, Software and Mapping	The Vendor's system shall have the capability to query GPS location information both automatically and individually, including latitude and longitude, and mapping on all defendants/offenders based on specified distance from a specified location within specified date/time range as means of performing analysis of GPS Offenders at a potential crime scene.	
5.25	System, Software and Mapping	The Vendor's system software shall allow for a non-erasable alpha numeric identification designated by the Agency. A unique identification shall be used for each offender within the Vendor's system. In addition, the software shall require the following minimum mandatory fields for initial offender enrollment:	
5.26	System, Software and Mapping	a. name;	
5.27	System, Software and Mapping	b. unique numeric identifier;	
5.28	System, Software and Mapping	c. physical address;	
5.29	System, Software and Mapping	d. serial number of equipment;	
5.30	System, Software and Mapping	e. time zone;	
5.31	System, Software and Mapping	f. assigned officer; and	
5.32	System, Software and Mapping	g. offender photo.	
5.33	System, Software and Mapping	The Vendor's mapping software utilized shall include but not be limited to the following:	

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5.34	System, Software and Mapping	a. Allow unlimited automatic access to the most up to-date maps available with state of the art graphics with aerial photography capabilities.	
5.35	System, Software and Mapping	b. allow for zooming/scaling from street level to statewide;	
5.36	System, Software and Mapping	c. allow for identification/labeling of streets;	
5.37	System, Software and Mapping	d. display offender location information in a sequenced event and/or at a specific date and time; and	
5.38	System, Software and Mapping	e. display inclusion and exclusionary zones that shall be printable from the screen.	
5.39	System, Software and Mapping	The Vendor's system shall enable the user to define a variety of zone types including but not limited to Inclusion, Exclusion, and Mobile Victim Zones, Zones within a Zone, each with its own governing schedule time/date based schedule. Describe your web based capabilities to meet each of these requirements, provide sample screen shots and describe the specific steps involved in configuring a zone with an accompanying schedule.	
6.0	SECTION F System Reports (50 Evaluation Points Available)		
Item	Function	Description	Describe how Vendor meets or exceeds specifications
6.1	System Reports	System Reports shall allow the Agency to generate the following "canned" reports directly from the Vendor's database through the secure internet site.	
6.2	System Reports	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.	
6.3	System Reports	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.	

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6.4	Equipment Inventory Reports	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.	
6.5	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. 	
6.6	Offender Alert Report	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.	
6.7	Customized Reports	The Agency can request custom reports the cost of which (if any) shall be established between the Vendor and the Agency Program Manager.	
6.8	Offender Report	The Vendor's system shall provide the Agency the ability to generate a summary report of all offenders and/or assigned officer that identifies offender name, Agency number, address, and officer assigned.	
6.9	Current Usage Report	The Vendor's system shall be able to provide the Agency the ability to generate a current usage report indicating the actual number of daily service units used to date (real time) for the monthly period. This report should be detailed to reflect offender name, Agency number, service type (active) and number of days utilized to date.	

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6.10	Daily Alert Summary Report	The Vendor shall submit a daily report (between the hours of midnight and 6:00 a.m. for the previous day) that identifies each alert, type of alert, time and duration of alert, assigned officer, assigned offender, and totals. This report shall be sorted by location sites region/unit/officer and shall be e-mailed to all designated officers within the location sites.	
SECTION G Equipment Testing, Replacements, Lost/Damaged/Stolen Requirements (Pass/Fail No Evaluation Points Available)			
			Describe how Vendor meets or exceeds specifications
7.1	Ongoing Demonstration/ Testing Equipment	<p>Function</p> <p>The Vendor shall allow the Agency the use of five (5) GPS monitoring units or systems for demonstration and/or testing purposes, not to exceed a ten (10) day period for any single demonstration/test period. These units/systems shall not be part of the backup inventory and shall be provided at no additional cost. Units/systems may be demonstrated/tested at the discretion of the Agency.</p>	
7.2	Equipment Accessories	<p>Description</p> <p>The Vendor shall provide (when necessary or upon request depending on the item) all necessary GPS tracking supplies and replacement supplies, including but not limited to; straps, clips, batteries, installation-removal equipment supplies, beacons or other RF monitoring units, car chargers, charger base or cords and instruction/training materials.</p>	
7.3	Equipment Spare Inventory	<p>The Vendor shall provide and maintain a backup/replacement inventory of monitoring units or systems up to fifteen percent (15%) of the actual number of units/systems currently in use in each the Agency's Location sites/Office locations. 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.</p>	

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7.4	Replacement Equipment	<p>The Vendor shall assure that all equipment delivered to the Agency has been tested to ensure it is operable, free from any defects or damage and is fully operational. The Agency reserves the right to reject any and all equipment not determined to be operational and in acceptable operative order and condition. 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 24 hours at no charge to the Agency, including shipping and handling costs for both delivery and return.</p>	
7.5	Lost/Damaged/Stolen	<p>At no additional cost, the Vendor shall supply replacements for lost, stolen and damaged equipment up to ten 10% per year of the Agency's active units/systems. The Vendor shall have three (3) working days to replenish requested stock. All units shall be maintained at the Agency's office for use as immediate replacements, when needed. Vendor must detail within their Price Sheet the per component replacement cost for each component of every proposed equipment model.</p>	
8.0		<p>SECTION H Training Requirements (15 Evaluation Points Available)</p>	
Item	Function	Description	Describe how Vendor meets or exceeds specifications
8.1	On-Site Initial Training	<p>The Vendor shall provide all training relating to the use of equipment, software, trouble shooting, report analysis or any time equipment hardware and software enhancements or modifications are released.</p>	
8.2	On-Site Initial Training	<p>The Vendor shall develop and provide on-site training for Agency staff on the operational use of the system and the use of all associated equipment and services. Additional on-site training of Agency staff shall occur within 48 hours of the request unless additional lead time is mutually agreed to.</p>	

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8.3	Onsite Ongoing Training	The Vendor shall be prepared to provide initial orientation training and ongoing monthly training as needed. In addition, after implementation training, the Vendor shall provide additional training by the Vendor's staff at a minimum of one time per year for Agency staff or training shall be performed on a mutually agreed upon schedule at Agencies designated locations with final approval by the Agency Program Manager.	
8.4	Manuals/ Installation Guides	The Vendor shall provide training and/or user manuals upon each Officer's initial orientation training in hardcopy, 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.	
8.5	Training Materials	The Vendor shall provide all materials and equipment necessary to perform the training and shall utilize actual equipment currently being utilized. All training manuals must be hardcopies, 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 must be submitted by Vendor.	
8.6	Webinar and Online Training	The Vendor shall make available to officers remote webinar and online training sessions which demonstrate device applications after initial orientation per officer. The Vendor shall provide Webinar online and online. Training for system, software and hardware updates.	

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9.0	<p style="text-align: center;">SECTION 1 - Additional Requirements (10 Evaluation Points Available - Items 9.1 - 9.12) (Pass/Fail - No Evaluation Points Available - Items 9.13 - 9.14)</p>		
Item	Function	Description	Describe how Vendor meets or exceeds specifications.
9.1	Vendor Staff	The Vendor shall provide an adequate level of staffing for provision of the services outlined herein and shall ensure that staff providing services are highly trained and qualified.	
9.2	On-Site Service	The Vendor shall provide remote diagnostic support and trouble-shooting technical assistance via a toll-free telephone line 24 hours a day, seven (7) days a week, including holidays. In the event of technical problems that are not resolved from a remote location, the Agency Program Manager, upon request, may require the Vendor to provide on-site, technical assistance within 24 hours.	
9.3	Litigation-Related Testimony	The Vendor shall make available qualified personnel to provide testimony as requested or subpoenaed. Affidavit, expert witness testimony, violation hearing testimony, or any other GPS expert testimony/certification shall be provided at no additional cost to the Agency. The Vendor shall immediately notify the Agency GPS Program or designee upon receipt of any subpoena involving or affecting the Agency.	
9.4	Quality Assurance Program	The Vendor shall have a formal quality assurance/quality control program in place that demonstrates that internal review and quality control processes are in place and routine evaluations of the quality of the system, equipment and service are performed to ensure compliance with the terms and conditions of the Contract.	

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9.5	Monitoring and Evaluation Requirements	<p>The Agency Program Manager or designated staff may perform Agreement compliance reviews during the term of the Agreement. The Agency Program Manager may include periodic review of compliance with contract service delivery.</p> <p>The Agency Program Manager will provide written compliance reports to the Contractor. When issues of non-compliance are identified, a written Corrective Action Plan (CAP) will be required of the Vendor. The CAP is to be submitted to the Agency Program Manager within ten (10) days of receipt of the Agreement compliance review report. Failure to correct deficiencies after thirty (30) days from the date of receipt of the written Agreement compliance review report notating the deficiencies may result in determination of breach of contract and termination of services.</p>	
9.6	Performance Measures Requirements	<p>The Vendor shall ensure that the below stated performance outcomes and level of achievement are met during the term of the Contract:</p>	
9.7	Performance Measures Requirements	<p>a. Ninety-five percent (95%) of all required reports shall be timely submitted.</p>	
9.8	Performance Measures Requirements	<p>b. Ninety percent (90%) of training evaluation forms completed on the Vendor's training sessions shall indicate a score of satisfactory or better.</p>	
9.9	Performance Measures Requirements	<p>c. Ninety percent (90%) of officer's, supervisors and Manager evaluation forms completed on the Vendor's hardware, system software, monitoring center services and overall customer support shall indicate a score of satisfactory or better.</p>	
9.10	Performance Measures Requirements	<p>d. One hundred percent (100%) of system failures shall be reported to the Agency within thirty (30) minutes of occurrence.</p>	
9.11	Performance Measures Requirements	<p>e. One hundred percent (100%) of monthly usage charges shall be invoiced to the Agency within 15 days after the end of the month service is provided.</p>	

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9.12	Performance Measures Requirements	The Vendor shall advise the Agency, in writing, of any extenuating circumstances that will prohibit the Vendor from meeting the above-outlined performance measures. The Vendor shall provide quarterly performance plan reports to the Agency Program Manager.	
9.13	Background Checks	The Vendor shall conduct Criminal background checks for security purposes on all of its employees designated as GPS tracking and monitoring staff. The results of the background checks shall be available for review by the Agency. The MCC Contract Administrator on behalf of the Agency has full discretion to require the Vendor to disqualify, prevent, or remove any of its staff from any work being performed under the Contract.	
9.14	Background Checks	The Vendor shall not offer employment to any individual or assign any individual to work under this Contract, who has not had a background check, conducted and the findings of the background check have been determined to be satisfactory.	
10.0		SECTION J Additional Vendor's Equipment and Services (No Evaluation Points Applicable)	
Item	Function	Description	Describe how Vendor meets or exceeds specifications
10.1		The Vendor may offer additional Equipment and Services. The Vendor should provide list and include a summary of each additional piece of equipment, to include: one device or system devices, description, training manuals, functionality, service, and optional pricing. Services may be negotiated based on each user Agency's needs.	

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11.0	SECTION K Vendor Provided Offender Services (Preferred optional service - 10 Evaluation Points Available)	Describe how Vendor meets or exceeds specifications
Item	Description	
11.1	<p>The Vendor may offer, Offender Funded/Full Service Programs. The Vendor shall provide locally based staff to implement this program and may recoup the costs for their services directly from the offender. Services may be negotiated based on each user Agency's needs and may include any/all of the following:</p> <ul style="list-style-type: none"> • Offender Enrollment • Offender Initial Contact • Installing of Devices on Offender • Monitoring of Offender with Initial Investigation of Alerts with Notification to Officer on Verified Violations • Field Service Calls/Maintenance of Equipment • Offender orientation, fee assessment and collection of fees from Offender • Case Management Services • Work/school verification • Schedule entry/maintenance • Collateral office visits to review compliance, adjust schedules. 	

APPENDIX F PRICE WORKSHEETS

Bidders may offer bids for one or more categories of electronic monitoring service for which they wish to compete for an award (reference Part I Solicitation Document section 4.17). Each of the five categories of electronic monitoring service specified in this RFP include: (Radio Frequency (RF) Electronic Monitoring; Alcohol Monitoring and Transdermal Alcohol Monitoring; and Global Positioning System (GPS) Electronic Monitoring, both single body-attached device and multi-piece system) has its own pricing section as provided below. Each of these five types of electronic monitoring services shall be evaluated and scored independently.

Daily is defined as 12:00 AM to 11:59:59 PM. Bid pricing shall be the not to exceed pricing on a per product/service basis.

CATEGORY 1 – RADIO FREQUENCY (RF) ELECTRONIC MONITORING					
Description	Qty	Unit	Daily Rate*	Weight Factor	Weighted Daily Rate
Radio Frequency (RF) Continuous Signaling Electronic Monitoring Service (Receiver (Home Unit) - Landline Communication Connection) Equipment/Unit (when in use) Body-Attached Ankle Bracelet (transmitter): Mfg: _____ Brand/Model: _____ With Receiver/Home Unit with Landline Connection: Product Bid: Mfg: _____ Brand/Model: _____	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/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:					\$ _____
(*Daily rate determined on a per customer basis.)					\$ _____
Evaluation Total:					\$ _____

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Description	Qty	Unit	Daily Rate*	Weight Factor	Weighted Daily Rate
Radio Frequency (RF) Continuous Signaling Electronic Monitoring Service (Receiver (Home Unit) - Cellular Communication Connection) Equipment/Unit (when in use) Body-Attached Ankle Bracelet (transmitter): Mfg.: _____ Brand/Model: _____ With Receiver/Home Unit with Cellular Communication: Product Bid: Mfg.: _____ Brand/Model: _____ Monitoring Service/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: \$ _____				
Evaluation Subtotal: \$ _____					
Evaluation Total: \$ _____					

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

Description	Est. Qty	Unit	Unit Price	Extended Cost
Lost/Damaged/Stolen Equipment Replacement for above RF Continuous Signaling Electronic Monitoring Equipment Body-Attached Ankle Bracelet Mfg.: _____ Brand/Model: _____	50	EA	\$ _____	\$ _____

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Receiver (Home Unit) – with Landline communication connection. Mfg.: _____ Brand/Model: _____	10	EA	\$ _____	\$ _____
Receiver (Home Unit) – with Cellular communication. Mfg.: _____ Brand/Model: _____	10	EA	\$ _____	\$ _____
Evaluation Total:				\$ _____

Description	Qty	Unit	Daily Rate*
Preferred Optional Service: Radio Frequency (RF) Random/Scheduled Tracking Service			
Equipment/Unit (when in use)	1	EA	\$ _____
		EA	\$ _____
		EA	\$ _____
		EA	\$ _____
		EA	\$ _____
	+	EA	\$ _____
Monitoring Service/Unit (when in use)			
	1	EA	\$ _____
		EA	\$ _____
		EA	\$ _____
		EA	\$ _____
		EA	\$ _____
	+	EA	\$ _____
(*Daily rate determined on a per customer basis.)			

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Description		Order Qty	Unit	Unit Price
Preferred Optional Service: Radio Frequency (RF) Mobile (Drive By) Receiver Equipment/Unit		1 -	EA	\$
For Product Bid:		-	EA	\$
Mfg.:		+	EA	\$
Brand/Model:				

Description

Preferred Optional Service: Radio Frequency (RF) Electronic Monitoring Service – Optional Vendor Provided Offender Services

Vendor may offer and provide Radio Frequency (RF) Monitoring Service on an 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 an optional Offender Funded Program shall be an additional \$_____ per unit/day.

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.

Description of Optional Services

Typical Daily Charge

1. _____ /unit/day
2. _____ /unit/day
3. _____ /unit/day
4. _____ /unit/day
5. _____ /unit/day
6. _____ /unit/day
7. _____ /unit/day
8. _____ /unit/day

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Description	Qty	Unit	Daily Rate*				
Optional Radio Frequency (RF) Monitoring Services							
Optional Alert Notifications (Reference Specifications. 5.0)							
1. Closed-loop Notification (notify with confirmation of Officer call-back verification)	1	EA	\$ _____				
2. Escalating notification (notify, pause for call-back verification, escalate to notify next Officer/contact, pause, continue)	1	EA	\$ _____				
3. Identify any/all system automated capabilities	1	EA	\$ _____				
Curfew and equipment status optional alerts reports other than by web-based system and/or email (Reference Specifications. 5.1 – 5.11)							
1. By Fax	1	EA	\$ _____				
2. And/or by telephone	1	EA	\$ _____				
Verbal notification made by Monitoring Center staff to agency personnel or offenders on an optional basis (Reference Specifications. 5.12). Pricing is on a "per call" basis.	1	EA	\$ _____				

CATEGORY 2 - ALCOHOL MONITORING EQUIPMENT AND SERVICE						
Description	Qty	Unit	Daily Rate*	Weight Factor	Weighted Daily Rate	
Alcohol Monitoring Equipment and Service (Receiver (Home Unit) - Landline) For Product Bid: _____ Mfg.: _____ Brand/Model: _____ Equipment/Unit (when in use)	1 - 50	EA	\$ _____	50%	\$ _____	
	51 - 150	EA	\$ _____	30%	\$ _____	
	151 - 300	EA	\$ _____	15%	\$ _____	
	301+	EA	\$ _____	5%	\$ _____	
	Evaluation Subtotal:					\$ _____
Monitoring Service/Unit (when in use)	1 - 50	EA	\$ _____	50%	\$ _____	
	51 - 150	EA	\$ _____	30%	\$ _____	
	151 - 300	EA	\$ _____	15%	\$ _____	
	301+	EA	\$ _____	5%	\$ _____	
	Evaluation Subtotal:					\$ _____
Evaluation Total:					\$ _____	

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

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Description	Qty	Unit	Daily Rate*	Weight Factor	Weighted Daily Rate
Alcohol Monitoring Equipment and Service (Receiver (Home Unit) - Cellular) For Product Bid: Mfg.: _____ Brand/Model: _____ Equipment/Unit (when in use)	1 - 50	EA	\$ _____	50%	\$ _____
	51 - 150	EA	\$ _____	30%	\$ _____
	151 - 300	EA	\$ _____	15%	\$ _____
	301+	EA	\$ _____	5%	\$ _____
	Evaluation Subtotal:				\$ _____
Monitoring Service/Unit (when in use) (*Daily rate determined on a per customer basis.)	1 - 50	EA	\$ _____	50%	\$ _____
	51 - 150	EA	\$ _____	30%	\$ _____
	151 - 300	EA	\$ _____	15%	\$ _____
	301+	EA	\$ _____	5%	\$ _____
	Evaluation Subtotal:				\$ _____
Evaluation Total:					\$ _____

Description	Est. Qty	Unit	Unit Price	Extended Cost
Alcohol Monitoring Equipment and Service Lost/Damaged/Stolen Equipment Replacement for above Alcohol Monitoring Equipment				
	10	EA	\$ _____	\$ _____
Receiver (Home Unit) - Landline Mfg.: _____ Brand/Model: _____	10	EA	\$ _____	\$ _____
Receiver (Home Unit) - Cellular Mfg.: _____ Brand/Model: _____	10	EA	\$ _____	\$ _____
Evaluation Total:				\$ _____

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<u>Description</u>	
Preferred Optional Service: Alcohol Monitoring Equipment and Service – Optional Vendor Provided Offender Services	
Vendor may offer and provide an offender funded program for Alcohol Monitoring Equipment and Service. 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 an optional Offender Funded Program shall be an additional \$ _____ per unit/day.	
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.	
<u>Description of Optional Services</u>	
1. _____	<u>Typical Daily Charge</u> \$ _____ /unit/ day
2. _____	\$ _____ /unit/ day
3. _____	\$ _____ /unit/ day
4. _____	\$ _____ /unit/ day
5. _____	\$ _____ /unit/ day
6. _____	\$ _____ /unit/ day
7. _____	\$ _____ /unit/ day
8. _____	\$ _____ /unit/ day

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Description		Daily Rate*
Alcohol Monitoring Equipment and Service – Optional Services		
Description of Optional Services:		
1.		\$ _____
2.		\$ _____
3.		\$ _____
4.		\$ _____
5.		\$ _____
6.		\$ _____

CATEGORY 2 – ALCOHOL MONITORING TRANSDERMAL EQUIPMENT AND SERVICE			
Description	Qty	Unit	Daily Rate*
Alcohol Monitoring Transdermal Equipment and Service (Receiver (Home Unit) - Landline Communication Connection) Equipment/Unit (when in use)	1 - 50	EA	\$ _____
	51 - 150	EA	\$ _____
	151 - 300	EA	\$ _____
	301+	EA	\$ _____
Evaluation Subtotal:			\$ _____
Body-Attached Device: Mfg.: _____ Brand/Model: _____			
With Receiver/Home Unit with Landline Connection: Product Bid: Mfg.: _____ Brand/Model: _____			
Monitoring Service/Unit (when in use)	1 - 50	EA	\$ _____
	51 - 150	EA	\$ _____
	151 - 300	EA	\$ _____
	301+	EA	\$ _____
Evaluation Subtotal:			\$ _____
(*Daily rate determined on a per customer basis.)			
Evaluation Total:			\$ _____

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Description	Qty	Unit	Daily Rate*	
Alcohol Monitoring Transdermal Equipment and Service (Receiver (Home Unit) - Cellular Communication Connection) Equipment/Unit (when in use) Body-Attached Device: Mfg.: _____ Brand/Model: _____ With Receiver/Home Unit with Cellular Connection: Product Bid: Mfg.: _____ Brand/Model: _____ Monitoring Service/Unit (when in use)	1 - 50	EA	\$ _____	70%
	51 - 150	EA	\$ _____	15%
	151 - 300	EA	\$ _____	10%
	301+	EA	\$ _____	5%
Evaluation Subtotal:				\$ _____
(*Daily rate determined on a per customer basis.)	1 - 50	EA	\$ _____	70%
	51 - 150	EA	\$ _____	15%
	151 - 300	EA	\$ _____	10%
	301+	EA	\$ _____	5%
Evaluation Subtotal:				\$ _____
Evaluation Total:				\$ _____

Description	Est. Qty	Unit	Unit Price	Extended Cost
Required: Lost/Damaged/Stolen Equipment Replacement for above single body-worn device for Alcohol Monitoring Transdermal Equipment and Service Body-Attached Bracelet Device for Transdermal Alcohol Monitoring: Mfg.: _____ Brand/Model: _____ Receiver (Home Unit) - Landline Mfg.: _____ Brand/Model: _____	5	EA	\$ _____	\$ _____
	5	EA	\$ _____	\$ _____

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Receiver (Home Unit) – Cellular	5	EA	\$ _____	\$ _____
Mfg: _____				
Brand/Model: _____				

<u>Description</u>	
<p>Preferred Optional Service: Alcohol Monitoring Transdermal Equipment and Service – Optional Vendor Provided Offender Services</p> <p>Vendor may offer and provide an offender funded program for Alcohol Monitoring Transdermal Equipment and Service. 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 an 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> <p align="center"><u>Description of Optional Services</u></p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p>	<p align="center"><u>Typical Daily Charge</u></p> <p>\$ _____ /unit/ day</p> <p>\$ _____ /unit/ day</p> <p>\$ _____ /unit/ day</p> <p>\$ _____ /unit/ day</p>

<u>Description</u>	<u>Daily Rate*</u>
<p align="center">Alcohol Monitoring Transdermal Equipment and Service – Optional Services</p> <p>Description of Optional Services:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>5. _____</p> <p>6. _____</p>	<p align="center">\$ _____</p> <p align="center">\$ _____</p> <p align="center">\$ _____</p> <p align="center">\$ _____</p> <p align="center">\$ _____</p> <p align="center">\$ _____</p>

CATEGORY 3 – SATELLITE MONITORING AND REMOTE TRACKING SERVICE (GLOBAL POSITIONING SYSTEM (GPS)) Using Single Body-Worn Device					
Description	Qty	Unit	Daily Rate*	Weight Factor	Weighted Daily Rate
Satellite Monitoring and Remote Tracking Service (One-piece Body-attached Device) – Active or Passive Mode. 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%	\$ _____
Evaluation Subtotal (at 80% application): \$ _____					
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%	\$ _____
Evaluation Subtotal (at 20% application): \$ _____					
(*Daily rate determined on a per customer basis.) (If bidder offers a hybrid mode, it may be offered as an optional service.)					
Evaluation Total:					\$ _____

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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	
Monitoring Service for Optional Hybrid Mode/Unit (when in use): Describe this type of service. (*Daily rate determined on a per customer basis.)	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 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:				\$ _____

Description	Typical Daily Charge
<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>	<p>\$ _____/unit/ day</p> <p>\$ _____/unit/ day</p> <p>\$ _____/unit/ day</p> <p>\$ _____/unit/ day</p> <p>\$ _____/unit/ day</p> <p>\$ _____/unit/ day</p>
<p><u>Description of Optional Services</u></p>	
1.	_____
2.	_____
3.	_____
4.	_____
5.	_____
6.	_____

AND/OR

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 or 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.) Monitoring Service for Active Mode/Unit (when in use): Monitoring Service for Passive Mode/Unit (when in use): (*Daily rate determined on a per customer basis.) (If bidder offers a hybrid mode, it may be offered as an optional service.)	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:				
Evaluation Subtotal (at 80% application) \$ _____					
Evaluation Subtotal (at 20% application) \$ _____					
Evaluation Total:					\$ _____

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Satellite Monitoring and Remote Tracking Service (Multi-piece System) – Optional Hybrid Mode. Body-attached Device Bid: Mfg.: and Brand/Model: <u>Same as Above</u> Body-worn Device Bid: Mfg.: and Brand/Model: <u>Same as Above</u>	Same as Above	Same as Above	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.)	1 - 100 101 - 250 251 - 500 501 - 1,500 1,501 - 3,000 3,001+	EA EA EA EA EA 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:				\$ _____

Description

Preferred Optional Service: Satellite Monitoring and Remote Tracking Service for Multi-piece System – Optional Vendor Provided Offender Services

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.

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.

Description of Optional Services

Typical Daily Charge

- | | | |
|----|-------|--------------------|
| 1. | _____ | \$ _____/unit/ day |
| 2. | _____ | \$ _____/unit/ day |
| 3. | _____ | \$ _____/unit/ day |
| 4. | _____ | \$ _____/unit/ day |
| 5. | _____ | \$ _____/unit/ day |
| 6. | _____ | \$ _____/unit/ day |

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APPENDIX G CUSTOMER REFERENCE QUESTIONNAIRE

Dear Customer Reference:

We (Vendor's name: _____) are currently preparing a response to the State of Washington, Department of Enterprise Services, Master Contracts and Legal's Reissued - RFP 00212 to provide Electronic Monitoring of Offender services. The State is placing an increased emphasis on Vendor's past performance as an evaluation factor in their solicitations. In furtherance of this RFP requirement, we are asking your organization to complete the following form and to return it back to the vendor so it may be enclosed with the vendor's proposal submission.

Additionally, should you be contacted by the RFP Coordinator or anyone on the evaluation team, you may speak candidly to them about your response and our company's past performance with our company.

Your cooperation is appreciated. Should you have any questions about this request, please contact me:

(Printed name): _____ Phone: (____) _____.

Name of reference organization: _____.

Name and title of individual completing this form: _____.

Telephone Number: (____) _____ E-mail: _____

Description of monitoring service used (mark one). Complete separate questionnaire for each monitoring service used.

- RF Monitoring Service Alcohol Monitoring Service Alcohol Transdermal Monitoring Service
 Satellite Monitoring (GPS) Service Using one-piece body-attached device Using multi-piece device system

Brief description of the monitoring service used: _____

Monthly average number of units in service _____. Annual value of electronic monitoring service used: \$ _____

PLEASE RATE THE FOLLOWING VENDOR PERFORMANCE ISSUES (Check one):

	<i>Exceptional</i>	<i>Above Average</i>	<i>Average</i>	<i>Below Average</i>	<i>Un-satisfactory</i>
	5	4	3	2	1
1. Ability to communicate effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comment: _____

	<i>Exceptional</i>	<i>Above Average</i>	<i>Average</i>	<i>Below Average</i>	<i>Un-satisfactory</i>
	5	4	3	2	1
2. Ability to meet deadlines:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comment: _____

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	<i>Exceptional</i>	<i>Above Average</i>	<i>Average</i>	<i>Below Average</i>	<i>Un-satisfactory</i>
	5	4	3	2	1
3. Ability to resolve problems.					

Comment: _____

	<i>Exceptional</i>	<i>Above Average</i>	<i>Average</i>	<i>Below Average</i>	<i>Un-satisfactory</i>
	5	4	3	2	1
4. Competency of staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comment: _____

	<i>Exceptional</i>	<i>Above Average</i>	<i>Average</i>	<i>Below Average</i>	<i>Un-satisfactory</i>
	5	4	3	2	1
5. Overall reliability.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comment: _____

	<i>Exceptional</i>	<i>Above Average</i>	<i>Average</i>	<i>Below Average</i>	<i>Un-satisfactory</i>
	5	4	3	2	1
6. Ability to work with customer to resolve issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comment: _____

	<i>Exceptional</i>	<i>Above Average</i>	<i>Average</i>	<i>Below Average</i>	<i>Un-satisfactory</i>
	5	4	3	2	1
7. Invoicing competency.					

Comment: _____

	<i>Exceptional</i>	<i>Above Average</i>	<i>Average</i>	<i>Below Average</i>	<i>Un-satisfactory</i>
	5	4	3	2	1
8. Responsiveness to resolving invoicing issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comment: _____

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	<i>Exceptional</i>	<i>Above Average</i>	<i>Average</i>	<i>Below Average</i>	<i>Un-satisfactory</i>
	5	4	3	2	1
9. Overall responsiveness.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comment: _____ _____					
	<i>Exceptional</i>	<i>Above Average</i>	<i>Average</i>	<i>Below Average</i>	<i>Un-satisfactory</i>
	5	4	3	2	1
10. Overall customer service.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comment: _____ _____					

Any other information that you would like to share about this Vendor: _____

Signature of person who completed this questionnaire: _____

Please return this completed questionnaire to the company who sent it to you. Thank you for your participation.

**APPENDIX H INTENT TO PARTICIPATE
FOR ELECTRONIC MONITORING OF OFFENDERS CONTRACT**

The following states have completed and returned an "Intent to Participate" notice indicating their intent to participate in one or more awarded contract for electronic monitoring of offenders service(s) by completion of a subsequent "Participating Addendum" agreement.

	RF Monitoring		Alcohol Monitoring		GPS Monitoring	
	<u>Avg. units in daily use</u>	<u>Anticipated annual spend</u>	<u>Avg. units in daily use</u>	<u>Anticipated annual spend</u>	<u>Avg. units in daily use</u>	<u>Anticipated annual spend</u>
State of Montana:	Total Spend \$7,500					
State of Utah:	101	\$18,000			1	\$1,260
State of South Dakota:				\$80,500		
State of Hawaii:		\$67,500				
State of New Mexico:					400	\$850,000
State of Arkansas:	No specific requirement identified.					
State of Virginia:						\$1,000,000
State of Alaska:	342	none listed	342	none listed	2	none listed
State of Connecticut:	unknown	unknown	unknown	unknown	225	\$500,000
State of Oklahoma:		\$9,074		\$1,416		\$1,445,705
State of California:	250	none listed	4,100	none listed		
State of Nevada:		\$521,788		\$290		
State of South Carolina:	340	\$740,000	700	\$1,083,600	1,000	\$1,551,250
State of North Dakota:				\$435,158		\$83,258
State of Louisiana:	264	\$269,720			185	\$274,864
State of Michigan:	2,236	\$560,000	1,012	\$1,215,260	2,140	\$3,905,500
State of Mississippi:	No specific requirement identified					
State of Rhode Island:	180	\$201,000	5	-	15	\$46,000

APPENDIX H INTENT TO PARTICIPATE FOR ELECTRONIC MONITORING OF OFFENDERS CONTRACT

INDIVIDUAL STATE TERMS AND CONDITIONS

State of Utah Additional Terms and Conditions For WSCA Participating Addendums

The following terms and conditions will be added to the Participating Addendum for the State of Utah:

- 1) **AUTHORITY:** Provisions of this Addendum are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
- 2) **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.
- 3) **RECORDS ADMINISTRATION:** 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 the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- 4) **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor to the Multi-Step Process.

4.1 Status Verification System

- A. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA Section 63G-12-302.
- B. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
- C. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
- D. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-12-302.

4.2 Indemnity Clause for Status Verification System

- A. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section, whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
- B. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law

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except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

5) **INDEMNITY CLAUSE:** The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.

6) **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

7) **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 the STATE. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

8) **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon thirty (30) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

9) **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

10) **TAXES:** Bid/proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is 11736850-010-STC, located at <http://purchasing.utah.gov/contract/documents/salestaxexemptionformsigned.pdf>. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

11) **PARTICIPANTS:** This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the bid/proposal.

12) **POLITICAL SUBDIVISION PARTICIPATION:** Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

13) **REPORTS AND FEES:** The Contractor agrees to provide a quarterly administrative fee to the State of Utah in the form of a Check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" for an amount

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equal to 1% of the net sales (net of any returns, credits, or adjustments) under this Addendum for the period. The Contractors WSCA pricing to the Participating Entity may be adjusted to offset for the equivalent fee amount. Payment(s) shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Fee Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The Contractor agrees to provide a quarterly utilization report, reflecting net sales to the Participating Entity during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The report will be provided in secure electronic format and/or submitted electronically to the Purchasing Agent in the Division of Purchasing over in this Addendum and a copy to the Utah reports email address salesreports@utah.gov.

14) **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Annotated Section 15-6-3. The IRS interest rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card" (major credit card). All payments to the Contractor will be remitted by mail, electronic funds transfer, or Purchasing Card.

15) **HAZARDOUS CHEMICAL INFORMATION:** The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

16) **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, as far as distribution of copies. Contractor gives the STATE express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

17) **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).

18) **ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in the solicitation.

19) **INDIVIDUAL CUSTOMERS:** Each State agency and each political subdivision, as a State Entity, that uses this contract will be treated as if they were individual Customers. Each agency and each political subdivision will be responsible for their own charges, fees, and liabilities. The Contractor will apply the charges to each State Entity individually.

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State of Connecticut Provisions (Participating Addendum)

The parties agree that the following provisions (Participating Addendum) shall apply to any action, purchase or purchase order issued by the State of Connecticut or any of its participating entities.

1. **Definitions:** The following definitions apply to this Participating Addendum
 - a) **Claims:** All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 - b) **Confidential Information:** This shall mean any information about a client, including but not limited to first name and last name, or first initial and last name, in combination with any one or more of the following related to such client: (a) Social Security Number; (b) driver's license number or State-issued identification card number; (c) date of birth; and (d) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a client's financial account. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted". Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
 - c) **Confidential Information Breach:** This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
 - d) **Contract:** The agreement, as of its effective date, between the Bidder and the State for any or all Goods or Services at the Bid price.
 - e) **Contractor:** A person or entity who submits a Bid and who executes a Contract.
 - f) **Contractor Parties:** A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
2. **Whistleblowing.** This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

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3. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

4. Sovereign Immunity. The parties acknowledge and agree that nothing in the solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

5. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

6. Campaign Contribution Restriction. For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached to this Participating Addendum.

7. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

8. Nondiscrimination.

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;

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- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

9. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted

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compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
- (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

10. Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other

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person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

11. Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) All audits and inspections shall be at the State's expense.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

12. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

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- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

13. Financial Audit for State Grants.

For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

14. Lead State Terms that shall not apply to Connecticut.

The parties hereby agree that any provision in the Standard Terms and Conditions of the Western States Contracting Alliance (WSCA), the Washington's Negotiated Terms and Conditions and the Master Agreement between WSCA and the awarded contractor(s) and any of its Appendixes, shall not apply to Connecticut or any of the participating entities from Connecticut if the provision violates sovereign immunity or conflicts with this Participating Addendum. Further the parties agree that in any instance where a provision requires the State to indemnify the Contractor or that the parties are bound by binding arbitration that constitutes a violation of sovereign immunity, and therefore is not applicable.

OKLAHOMA PROVISIONS

Delivery, Inspection and Acceptance

Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order.

The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

Invoicing and Payment

Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

Audit and Records Clause

As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

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Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

Termination for Cause

The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.

If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

Termination for Convenience

The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

**State of North Dakota Additional Terms and Conditions
For WSCA Participating Addendums**

The following terms and conditions will be added to the Participating Addendum for the State of North Dakota:

1) SPOILIATION

CONTRACTOR agrees to promptly notify STATE of all potential claims that arise or result from this contract. CONTRACTOR shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to STATE the opportunity to review and inspect the evidence, including the scene of an accident.

2) ATTORNEY FEES

In the event a lawsuit is instituted by STATE to obtain performance due of any kind under this contract, and STATE is the prevailing party, CONTRACTOR shall, except when prohibited by N.D.C.C. § 28-26-04, pay STATE'S reasonable attorney fees and costs in connection with the lawsuit.

3) ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

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STATE does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. STATE does not waive any right to a jury trial..

4) COMPLIANCE WITH PUBLIC RECORDS LAW

CONTRACTOR understands that, except for disclosures prohibited in Section 17, STATE must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records that are obtained or generated by CONTRACTOR under this contract, except for records that are confidential under Section 17 may, under certain circumstances, be open to the public upon request under the North Dakota open records law. CONTRACTOR agrees to contact STATE immediately upon receiving a request for information under the open records law and to comply with STATE'S instructions on how to respond to the request.

5) WORK PRODUCT, EQUIPMENT AND MATERIALS

All work product, equipment or materials created or purchased under this contract belong to STATE and must be delivered to STATE at STATE'S request upon termination of this contract. CONTRACTOR agrees that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to STATE all rights and interests CONTRACTOR may have in the materials it prepares under this contract, including any right to derivative use of the material. CONTRACTOR shall execute all necessary documents to enable STATE to protect its rights under this section.

6) PAYMENT OF TAXES BY STATE

State is not responsible for and will not pay local, state, or federal taxes. State sales tax exemption number is E-2001, and certificates will be furnished upon request by the purchasing agency.

Exhibit B
Scope of Work

Exhibit B

PARTICIPATING ADDENDUM

WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION

Electronic Monitoring of Offenders

Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT/CONTRACT

Washington Contract Number: 00212

Name of Contractor: 3M Electronic Monitoring, Inc.,

(hereinafter "Contractor")

And

Name of participating state/entity: Jacksonville Sheriff's Office

(hereinafter "Participating State/Entity")

8. Data Requirements:

- a. The system should provide data using extensible markup (XML) tags as defined by the Justice XML workgroup and provided by the department.**
- b. The Contractor should have the ability to write files to a server at the Contractor site and shall allow the department to retrieve the files on a daily basis through a file transfer protocol (FTP) or more frequently with a web services call.**
- c. The protocol and fields contained in the file sent via FTP or web services call will be agreed upon by Contractor and Participating State/Entity upon contract implementation.**