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# ORIGINAL

## AGREEMENT FOR SERVICES #353-S0711

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and G4S Justice Services, Inc., a Delaware Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 30201 Aventura, Rancho Santa Margarita, CA 92688: (hereinafter referred to as "Contractor"):

### WITNESSETH

**WHEREAS.** County has determined that it is necessary to obtain a Contractor to provide electronic monitoring and Global Positioning System (GPS) tracking equipment and services for the Probation Department; and

**WHEREAS.** Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS.** it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS.** County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE.** County and Contractor mutually agree as follows:

### ARTICLE I

**Scope of Services:** Contractor agrees to provide electronic monitoring and Global Positioning System (GPS) tracking equipment and services for the Probation Department. Services shall include, but not be limited to the central computer hardware and software necessary for the operation of Probation's 24 hour monitoring of adult and juveniles on the court ordered electronic monitoring program. Services shall be in accordance with Exhibit "A", marked "Participating Addendum, Western States Contracting Alliance (WSCA) Contract Number 14600c", incorporated herein and made by reference a part hereof.

Services/products available on an "as needed" basis: electronic monitoring, random/scheduled tracking, alcohol monitoring, with or without an Offender Funded Program, satellite monitoring with remote tracking services (passive and active tracking) and support. Contractor shall supply an inventory of spare participant equipment and delivery at no additional cost to the County. The quantity supplied shall be equal to 15% of the department's active units.

## **ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by both parties hereto and shall expire three (3) years from date thereof, unless terminated sooner by County or WSCA per Exhibit "A".

## **ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Contractor monthly in arrears. Payments shall be made within thirty (30) days following the County's receipt and approval of itemized invoices detailing services rendered. County shall be billed only for products and services ordered on an "as-needed" basis. County shall be invoiced the best daily fees based on the cumulative number of units in use with all government agencies participating in the WSCA 14600c (Exhibit "A"). In addition to invoices, Contractor shall provide statements to County confirming actual cumulative number of units in use with all government agencies.

Additionally, Contractor shall invoice County the following fees to replace any equipment County reports as lost, damaged, or stolen:

Watch Patrol RF Transmitter	\$ 250.00/unit
Watch Patrol RF Home Monitoring Unit (HMU)	\$ 500.00/unit
Watch Patrol Drive By	\$ 500.00/unit
Pro Tech SMART Passive GPS Transmitter	\$ 100.00/unit
Pro Tech SMART Passive GPS	
Miniature Tracking Device (MTD)	\$1,200.00/unit
Pro Tech SMART Passive GPS Charging Stand	\$ 350.00/unit

Total amount of this Agreement for the three (3) year period shall not exceed \$267,000.00: \$75,000.00 for the first year; \$95,000.00 for the second year; and \$97,000.00 for the third year.

## **ARTICLE IV**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## **ARTICLE V**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as

Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

#### **ARTICLE VI**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

#### **ARTICLE VII**

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

#### **ARTICLE VIII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## ARTICLE IX

### Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. . In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise

## ARTICLE X

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
PROBATION DEPARTMENT  
471 PIERROZ ROAD  
PLACERVILLE, CA 95667  
ATTN: JOSEPH S. WARCHOL II, CHIEF PROBATION OFFICER

- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and:
  2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

G4S JUSTICE SERVICES, INC.  
30201 AVENTURA  
RANCHO SANTA MARGARITA, CA 92688  
ATTN: CONTRACTS ADMINISTRATOR

or to such other location as the Contractor directs.

#### **ARTICLE XI**

**Indemnity:** The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### **ARTICLE XII**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.

- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

#### **ARTICLE XIII**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XIV**

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

#### **ARTICLE XV**

**California Residency (Form 590):** All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XVI**

**Taxpayer Identification Number (Form W-9):** All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

#### **ARTICLE XVII**

**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

**ARTICLE XVIII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Gregory Sly, Assistant Chief Probation Officer, or successor.

**ARTICLE XIX**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**ARTICLE XX**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXI**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.


**ARTICLE XXII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By:  Dated: 12/20/20  
Gregory Sly, Assistant Chief Probation Officer  
Probation Department

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:  Dated: 12/20/20  
Joseph S. Warchol II, Chief Probation Officer  
Probation Department



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

**-- COUNTY OF EL DORADO --**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck  
Clerk of the Board of Supervisors

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy Clerk

**-- CONTRACTOR --**

Dated: \_\_\_\_\_

G4S JUSTICE SERVICES, INC.  
A DELAWARE CORPORATION

By: \_\_\_\_\_  
Fiona Walters  
President and CEO  
"Contractor"

By: \_\_\_\_\_  
Corporate Secretary

Dated: \_\_\_\_\_

**EXHIBIT "A"**  
**PARTICIPATING ADDENDUM**  
**WESTERN STATES CONTRACTING ALLIANCE**  
**Electronic Monitoring, Random/Scheduled Tracking, Alcohol Monitoring Services and Support, with a offender Funded Program Option and Satellite Monitoring with Remote Tracking Services and Support**  
**Contract 14600c**

1. Scope: El Dorado County Probation Department
2. Changes: The El Dorado County Agreement #353-S0711 is incorporated herein. In the event of any conflict between the terms of the El Dorado County Agreement #353-S0711 and the WSCA terms, the El Dorado County Standard Agreement #353-S0711 shall take precedence.
3. Primary Contact: The primary government contact individual for this participating addendum is as follows:

**Name**: Mr. Joseph S. Warchol II, Chief Probation Officer  
**Address**: El Dorado County Probation Department, 471 Pierroz Road, Placerville, CA 95667  
**Telephone**: (530) 621-5625  
**Fax**: (530) 621-2430
4. Subcontractors: The following additional Contractor(s) and/or Subcontractor(s) are authorized to perform services:
  - a. Category 1, Electronic Monitoring, Random Scheduled Tracking, Contractor - G4S Justice Services
  - b. Category 2, Alcohol Monitoring Services, Contractor - G4S Justice Services, Subcontractor - Sentencing Alternatives however, all contacts are to be made and services coordinated through G4S Justice Services.
  - c. Category 3, Satellite Monitoring and Remote Tracking Service (Global Positioning System (GPS), Contractor - Pro Tech Monitoring.

This Addendum, El Dorado County Agreement #353-S0711, Price Agreement together with all exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum, El Dorado County Agreement #353-S0711 and the Price Agreement, together with all exhibits, shall not be added to or incorporated into this Addendum. El Dorado County Agreement #353-S0711, or the Price Agreement and all exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum, El Dorado County Agreement #353-S0711 and the Price Agreement and all exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Government Entity: El Dorado County

Contractor: G4S Justice Services, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Jack Sweeney

Name: Fiona Walters

Title: Chairman, Board of Supervisors

Title: President and CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Lead State: State of Washington

Date: \_\_\_\_\_

State of Washington  
And  
Western State Contracting Alliance  
Current Contract Information

Revision date: November 14, 2005  
Effective date: November 17, 2005

CONTRACT NUMBER: 14600 Commodity code: 6350

CONTRACT TITLE: Electronic Monitoring, Random/Scheduled Tracking, Alcohol Monitoring Services and Support, with a Offender Funded Program Option and Satellite Monitoring with Remote Tracking Services and Support

PURPOSE: Added the County of Sullivan, Pennsylvania to the contract for G4S Justice Services.

ORIGINAL AWARD DATE: January 02, 2002

CURRENT EXTENSION PERIOD: January 02, 2005 through: January 02, 2007

FOR USE BY: **General use:** All State Agencies, Western State Contracting Alliance (WSCA) Political Subdivisions of Washington and Oregon State, Qualified Non-profit Corporations, Materials Management Center, Participating Institutions of Higher Education (College and Universities, Community and Technical Colleges), Mississippi Department of Corrections, State of Oklahoma, including all of Oklahoma's state agencies and local public governments including cities, public schools and institutions of higher education, State of Arizona, Department of Corrections, County of Glenn, State of California, State of South Dakota, Unified Judicial System Court Services, including all Judicial Districts within the State of South Dakota, Harris County, Houston Texas, State of Idaho, Juvenile Probation, 16<sup>th</sup> Circuit Court of Jackson County, Missouri, Campbell County, Wyoming and all Governmental entities within the County, Crescent City, CA, County of Solano, CA, Sheridan County, WY, Campbell County Juvenile Probation, WY, Madison Area Career Learning Center, Madison County, SD, Mississippi-Department of Human Services, Commonwealth of Virginia, all public bodies within the state of Virginia, and Miami Dade County FL. All governmental entities within the Sixteenth Judicial Circuit of Missouri, County of Dane, Wisconsin, and Mohave County, AZ. Probation, Yankton Sioux Tribe, located on the Yankton Sioux Indian Reservation in South Dakota, County of Beaver, PA, New Mexico Correction Department, Arizona Superior Court in Pima County, Hancock County, KY, County of Oneida, ID, Sullivan County PA.

**Various use:** All(Specify multiple agencies allowed to use this contract)

CONTRACT TYPE: This contract is designated as **convenience** use.

SCOPE OF CONTRACT This contract is awarded to **multiple** contractor(s).

State Procurement Officer:	Guy Cranor	Office Assistant:	Breann Hollandsworth
Phone Number:	(360) 902-7369	Phone Number:	(360) 902-7441
Fax Number:	(360) 586-2426	Fax Number:	(360) 586-2426
Email:	<a href="mailto:gcranor@ga.wa.gov">gcranor@ga.wa.gov</a>	Email:	<a href="mailto:bhollan@ga.wa.gov">bhollan@ga.wa.gov</a>

Unit Manager	Dale Colbert	Assistant Director	Ken Harden
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Washington State Department of General Administration  
Office of State Procurement, PO Box 41017, Olympia, WA 98504-1017

The State of Washington is an equal opportunity employer. To request this information in alternative formats call (360) 902-7400, or TDD (360) 664-3799.

Visit our Internet site: <http://www.ga.wa.gov/purchase>

<b>Contractor's</b>	Category I- G4S Page 4	<b>Contact:</b> Leo Carson
	Category II-Alcohol Monitoring G4S Page 4	Leo Carson
	Category III-Satellite Tracking Pro Tech Monitoring Page 21	Paul Drews

**Products/Services available:** Electronic Monitoring, Random/Scheduled Tracking, Alcohol Monitoring, With or without a Offender Funded Program, Satellite Monitoring with Remote Tracking Services (passive and active tracking) and Support

This page contains key contract features. Find detailed information on succeeding pages.

<b>Term worth:</b>	<b>\$3,800,000.00</b>			
<b>Current participation:</b>	<b>\$0.00 MBE</b> MBE 0%	<b>\$0.00 WBE</b> WBE 0%	<b>\$3,800,000.00 OTHER</b> OTHER 0%	<b>\$0.00 EXEMPT</b> EXEMPT 0%

**NOTES:**

I. Best Buy: The following provision applies to mandatory use contracts only. This contract is subject to RCW 43.19.190(2) & RCW 43.19.1905(7): which authorizes state agencies to purchase materials, supplies, services, and equipment of equal quantity and quality to those on state contract from non-contract suppliers. Provided that an agency subsequently notifies the Office of State Procurement (OSP) State Procurement Officer (SPO) that the pricing is less costly for such goods or services than the price from the state contractor.

If the non-contract supplier's pricing is less, the state contractor shall be given the opportunity by the state agency to at least meet the non-contractor's price. If the state contractor cannot meet the price, and then the state agency may purchase the item(s) from the non-contract supplier, document the transactions on the appropriate form developed by OSP and forwarded to the SPO administering the state contract. (Reference General Authorities document)

If a lower price can be identified on a repeated basis, the state reserves the right to renegotiate the pricing structure of this agreement. In the event, such negotiations fail the state reserves the right to delete such item(s) from the contract.

II. State Agencies: Submit Order directly to Contractor for processing. Political Subdivisions: Submit orders directly to Contractor referencing State of Washington contract number. If you are unsure of your status in the State Purchasing Cooperative call (360) 902-7415.

III. Only authorized purchasers included Western State Contracting Alliance (WSCA), the State of Washington Purchasing Cooperative (WSPC) and State of Oregon Cooperative Purchasing Program (DASCPP/ORCPP) listings published and updated periodically by OSP and DAS may purchase from this contract. It is the contractor's responsibility to verify membership of these organizations prior to processing orders received under this contract. A list of Washington members is available on the Internet <http://www.ga.wa.gov/pca/cooplist.htm>, and a list of the Oregon members is available at [http://tpps.das.state.or.us/purchasing/orcpp\\_mem.html](http://tpps.das.state.or.us/purchasing/orcpp_mem.html) contractors shall not process state contract orders from unauthorized users.

- IV. Contract Terms: This Document includes by reference all terms and conditions published in the original RFP, including Western States Contracting Alliance Standard Terms and Conditions and Definitions, Washington State Standard Terms and Conditions, and Definitions, included in the Competitive Procurement Standards published by OSP (as Amended).

**SPECIAL CONDITIONS:**

**CONTRACTOR INFORMATION  
FOR**

**CATEGORY 1 CONTINUOUS SIGNALING ELECTRONIC MONITORING AND  
RANDOM/SCHEDULED TRACKING SYSTEM.**

1. Continuous Electronic Monitoring Service and Equipment
2. Continuous Signaling Electronic and Random/Scheduled Tracking System and Equipment
3. Mobile Drive-By Monitoring Unit
4. Support Services for Electronic Monitoring Services and Equipment
5. Offender Optional Implementation Program
6. Offender Funded Program. The Offender Funded Program will be tailored to meet each state or agency needs. The base daily rate and services are provided in this document.

**CATEGORY 2 ALCOHOL MONITORING WITH OR WITHOUT CONTINUOUS ELECTRONIC  
SIGNALING MONITORING.**

1. Alcohol Monitoring Service and Equipment.
2. Continuous Electronic Monitoring Service with Alcohol Monitoring Service and Equipment.
3. Support Services for Alcohol Monitoring Service and Equipment
4. Offender Optional Implementation Program
5. Offender Funded Program. The Offender Funded Program will be tailored to meet each state or agency needs. The base daily rate and services are provided in this document.

**Contractor:** Group 4 Securicor (G4S)  
**Contact:** Leo Carson  
**Phone:** 1-888-843-5590/  
**Fax:** 1- 800-327-1178  
**Email:** [leo.carson@us.g4s.com](mailto:leo.carson@us.g4s.com)  
**Internet address:** <http://www.securicor.com/us-ems>  
**Web catalog address:** <http://www.securicor.com/us/us-services/us-services-justice/us-ems/us-services-justice-ems-products.htm>  
**Federal ID No.:** 33-0983972  
**Supplier No.:** 11037  
**Contract worth:** \$3,787,000.00  
**Payment address:** 30201 Aventura  
Rancho Santa Margarita, CA 92688  
**Order placement address:** Same  
**Ordering procedures:** Contact Leo Carson

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Current Contract Information

Contract No. 14600c\_11142005.doc

Page 5

<b>Credit card acceptance:</b>	None
<b>Minimum orders:</b>	None
<b>Delivery time:</b>	30 days After Receipt of
<b>Payment terms:</b>	0% days
<b>Shipping destination:</b>	Freight on Board (FOB) c
<b>Freight:</b>	Prepaid and included
<b>Volume Discount Program</b>	<b>All WSCA States will re</b>

Req. Item	Comm. Code	Description	Qty	Unit	Total Daily Rate	
A1	6350	<b>Base Proposal Using Web Patrol and Automated Pager Notification</b>				
		Continuous Signaling Electronic Monitoring (alone) (Category 1)				
		Unit	900 – 1800	EA	\$1.00	
			1801 – 2700	EA	\$1.00	
			2701 – 3600	EA	\$1.00	
			3601 – 5400	EA	\$1.00	
			5401 - 9000	EA	\$1.00	
		Monitoring Service	9400+	EA	\$1.00	
			900 – 1800	EA	\$1.42	
			1801 – 2700	EA	\$1.36	
			2701 – 3600	EA	\$1.33	
			3601 – 5400	EA	\$1.32	
			5401 – 9000	EA	\$1.32	
			9400+	EA	\$1.32	
			At no additional cost, the vendor shall supply an inventory of spare participant equipment and devices. The quantity supplied shall be equal to 15% of the departments active units.			
			Mfg.: <u>G4S</u>			
			Brand/Model: <u>Watch Patrol RF</u>			
		Unit	900 – 1800	EA	\$1.00	
			1801 – 2700	EA	\$1.00	
			2701 – 3600	EA	\$1.00	
			3601 – 5400	EA	\$1.00	
			5401 – 9000	EA	\$1.00	
			9400+	EA	\$1.00	
		Monitoring Service	900 – 1800	EA	\$1.42	
	1801 – 2700	EA	\$1.30			
	2701 – 3600	EA	\$1.27			
	3601 – 5400	EA	\$1.26			
	5401 – 9000	EA	\$1.25			
	9400+	EA	\$1.25			
	At no additional cost, the vendor shall supply an inventory of spare participant equipment and devices. The quantity supplied shall be equal to 15% of the departments active units.					
	Mfg.: <u>G4S</u>					
	Brand/Model: <u>Watch Patrol RF</u>					
A2	6350	Monitoring Service option if participant does not have a phone at residence (Category 1)				



Req. Item	Comm. Code	Description Base Proposal Using Web Patrol and Automated Pager Notification	Qty	Unit	Total Daily Rate
A2	6350	Watch Patrol RF Cellular  Equipment Monitoring Services Automated	1 1	EA EA	\$2.00 \$3.75
A2	6350	Loss/Damage/Stolen Equipment Replacement Charge: \$800.00			
B1	6350	Continuous Signaling and Random/Scheduled Tracking System (Category 1)  Monitoring Service  For Product Bid State: Mfg.: Electronic Monitoring System, Inc. Brand/Model: <u>Watch Patrol RF</u>	Unit 1 to 80 80 -  1 to 80 80 +	EA EA EA EA	\$1.00 \$1.00 \$3.05 \$2.95
B2	6350	Random/Scheduled Tracking System (Category 1)  Monitoring Service  Mfg.: <u>G4S</u> Brand/Model: <u>Watch Patrol RF</u>  Voice Verification/Tracking  Minimum Supervision Reporting with Voice Verification (per reporting call)  Mfg.: <u>G4S</u> Brand/Model: <u>SpeakerID</u>	Unit 1 to 80 80 +  1 to 80 80 +  1+ 1+	EA EA EA EA EA EA	\$1.00 \$1.00 \$1.25 \$1.05 \$2.15 \$2.15
C	6350	Mobile Drive-By Monitoring Unit (Category 1)  Mfg.: <u>G4S</u> Brand/Model: <u>Watch Patrol RF Drive By</u>	1 to 10 10+	EA EA	\$3.00 \$2.50

Req. Item	Comm. Code	Description Base Proposal Using Web Patrol and Automated Pager Notification	Qty	Unit	Total Daily Rate
Category I		Offender Funded Program, An additional +\$1.03 per unit/day to each item daily price. The contractor will offer the following minimum services for the Offender Funded program. Offender initial Contact Installing the devices on the Offender Monitoring of Offender with notification to Officer if violation Offender orientation Fee assessment Collection of fees from Offender Mobile Spot check of Offender, 1/unit/month included, or provides state/agency with Mobile Drive-By unit at no cost.			
D1	6350	Alcohol Monitoring (alone) (Category 2) Unit Monitoring Service For Product Bid State: Mfg.: <u>Sentencing Alternatives</u> Brand/Model: <u>VI-CAP</u>	1 to 80 80 +	EA EA	\$2.00 \$2.00
		1 to 80 80 + 149+	EA EA EA	\$2.50 \$2.50 \$2.00	
D2	6350	Alcohol Monitoring with Electronic Monitoring (Category 2) with the same specifications as item A. Unit Monitoring Service For Product Bid State: Mfg.: <u>Sentencing Alternatives/EMS</u> Brand/Model: <u>VI-CAP/Watch Patrol RF</u>	1 to 80 80+	EA EA	\$3.00 \$3.00
		1 to 80 80 +	EA EA	\$4.22 \$2.92	

Req. Item	Comm. Code	Description	Qty	Unit	Total Daily Rate
	Category 2	<b>Base Proposal Using Web Patrol and Automated Pager Notification</b> Offender Funded Program. An additional +\$1.03 per unit/day to each item daily price. The contractor will offer the following minimum services for the Offender Funded program. Offender initial Contact Installing the devices on the Offender Monitoring of Offender with notification to Officer if violation Offender orientation Fee assessment Collection of fees from Offender Mobile Spot check of Offender. 1/unit/month included, or provides state/agency with Mobile Drive-By unit at no cost.			

**Volume Discount Program**  
**All WSCA States will receive the best daily rate automatically**

Item #	Comm. Code	Number of Category A1Units	Volume Discount Pricing total daily rate
1.	6350	900 to 1800	\$2.42 Waive convenience \$2.42
2.	6350	1801 to 2700	\$2.36 \$2.30
3.	6350	2701 to 3600	\$2.33 \$2.27
4.	6350	3601 to 5400	\$2.32 \$2.26
5.	6350	5401 to 9000+	\$2.31 \$2.25

**PRICE SHEETS**

Contractors providing any of the below listed items at no cost, identify by writing NC in the daily price column.  
 Definition of daily is defined as 12:00 AM to 11:59:59 PM.

Req. Item	Comm. Code	Description Base Proposal <u>Without</u> Using Web Patrol and Automated Pager Notification	Qty	Unit	Total Daily Rate			
A1	6350	Continuous Signaling Electronic Monitoring (alone) (Category 1)	Unit	900 – 1800	EA	\$1.00		
				1801 – 2700	EA	\$1.00		
				2701 – 3600	EA	\$1.00		
				3601 – 5400	EA	\$1.00		
				5401 – 9000	EA	\$1.00		
				9400+	EA	\$1.00		
				Monitoring Service	900 – 1800	EA	\$1.57	
					1801 – 2700	EA	\$1.51	
					2701 – 3600	EA	\$1.48	
					3601 – 5400	EA	\$1.47	
					5401 – 9000	EA	\$1.46	
					9400+	EA	\$1.46	
					Mfg.: <u>G4S</u>			
					Brand/Model: <u>Watch Patrol RF</u>			
					Unit	900 – 1800	EA	\$1.00
					If an agency waives the 30 Day Cancel for Convenience, then this pricing will apply.	1801 – 2700	EA	\$1.00
						2701 – 3600	EA	\$1.00
					The waiver shall be address in each agencies Participating Addendum.	3601 – 5400	EA	\$1.00
						5401 – 9000	EA	\$1.00
						9400+	EA	\$1.00
					Monitoring Service	900 – 1800	EA	\$1.57
						1801 – 2700	EA	\$1.45
					At no additional cost, the vendor shall supply an inventory of spare participant equipment and devices. The quantity supplied shall be equal to 15% of the departments active units.	2701 – 3600	EA	\$1.42
						3601 – 5400	EA	\$1.41
			5401 – 9000	EA	\$1.40			
			9400+	EA	\$1.40			
		Mfg.: <u>G4S</u>						
		Brand/Model: <u>Watch Patrol RF</u>						

Req. Item	Comm. Code	Description Base Proposal <u>Without</u> Using Web Patrol and Automated Pager Notification	Qty	Unit	Total Daily Rate
A2	6350	Monitoring Service option if participant does not have a phone at residence (Category 1)			
A2	6350	Watch Patrol RF Cellular  Equipment Monitoring Services	1 1	EA EA	\$2.00 \$3.90
A2	6350	Loss/Damage/Stolen Equipment Replacement Charge: \$800.00			
A2	6350	Monitoring Service option if participant does not have a phone at residence (Category 1) Included in Proposal			
B1	6350	Continuous Signaling and Random/Scheduled Tracking System (Category 1)  Unit  Monitoring Service  For Product Bid State: Mfg.: Electronic Monitoring System, Inc. Brand/Model: <u>Watch Patrol RF</u>	1 to 80 80 + 1 to 80 80 +	EA EA EA EA	\$1.00 \$1.00 \$3.25 \$3.15
B2	6350	Random/Scheduled Tracking System (Category 1)  Unit  Monitoring Service  Mfg.: <u>G4S</u> Brand/Model: <u>Watch Patrol RF</u>	1 to 80 80 + 1 to 80 80 +	EA EA EA EA	\$1.00 \$1.00 \$1.45 \$1.25
C	6350	Mobile Drive-By Monitoring Unit (Category 1)  Mfg.: <u>G4S</u> Brand/Model: <u>Watch Patrol RF Drive By</u>	1 to 10 10+	EA EA	\$3.00 \$2.50

Req. Item	Comm. Code	Description Base Proposal <u>Without</u> Using Web Patrol and Automated Pager Notification	Qty	Unit	Total Daily Rate
Category 1		Offender Funded Program. An additional ~\$1.03 per unit/day to each item daily price. The contractor will offer the following minimum services for the Offender Funded program. Offender initial Contact Installing the devices on the Offender Monitoring of Offender with notification to Officer if violation Offender orientation Fee assessment Collection of fees from Offender Mobile Spot check of Offender, 1/unit/month included, or provides state/agency with Mobile Drive-By unit at no cost.			
D1	6350	Alcohol Monitoring (alone) (Category 2) Unit Monitoring Service For Product Bid State: Mfg.: <u>Sentencing Alternatives</u> Brand/Model: <u>VI-CAP</u>	1 to 80 80 + 1 to 80 80 + 149+	EA EA EA EA EA	\$2.00 \$2.00 \$2.50 \$2.50 \$2.00
D2	6350	Alcohol Monitoring with Electronic Monitoring (Category 2) with the same specifications as item A. Unit Monitoring Service For Product Bid State: Mfg.: <u>Sentencing Alternatives/EMS</u> Brand/Model: <u>VI-CAP/Watch Patrol RF</u>	1 to 80 80+ 1 to 80 80 +	EA EA EA EA	\$3.00 \$3.00 \$4.22 \$2.92

Req. Item	Comm. Code	Description Base Proposal <u>Without</u> Using Web Patrol and Automated Pager Notification	Qty	Unit	Total Daily Rate
Category 2		Offender Funded Program. An additional +\$1.03 per unit/day to each item daily price. The contractor will offer the following minimum services for the Offender Funded program. Offender initial Contact Installing the devices on the Offender Monitoring of Offender with notification to Officer if violation Offender orientation Fee assessment Collection of fees from Offender Mobile Spot check of Offender. 1/unit/month included, or provides state/agency with Mobile Drive-By unit at no cost.			

**Volume Discount Program**  
**All WSCA States will receive the best daily rate automatically**

Item #	Comm. Code	Number of Category A1Units	Volume Discount Pricing total daily rate
1.	6350	900 to 1800	\$2.57 Waiving Convenience \$2.57
2.	6350	1801 to 2700	\$2.57 \$2.45
3.	6350	2701 to 3600	\$2.54 \$2.42
4.	6350	3601 to 5400	\$2.53 \$2.41
5.	6350	5401 to 9000+	\$2.52 \$2.40

**SPECIFICATIONS (These specification are the minimum, it is the contractor responsibility to maintain these minimum requirements).**

**A. CONTINUOUS ELECTRONIC MONITORING SERVICE (Category 1) and (Category 2 for Alcohol and Continuous Electronic Monitoring Service)**

Function	Description
On-Site Service	Capable of performing expert On-Site Service (via telephone); Capable of dispatching expert technicians to the field in the event electronic diagnosis or replacement of components fails to solve problem
Training Procedures	Submit a copy of Training Procedures to agency when requested
Background Checks	Submit copy of employee background check procedures, to agency when requested.
Operator Response	Must respond to equipment & system issues, including installation issues
Scheduling	Must make required client schedule changes
Alert notification	Alert notification includes system tampers, curfew violations and alcohol violations
Response Time	On-Site, On-Call Maintenance – Response time one (1) hour via telephone, twenty-four (24) hours when physical presence required or list your proposed response time per region/state.
Replacement Equipment	Maximum Response Time 48 hours
Reports by Fax or E-mail	Be able to Fax, e-mail and electronically posted (password protected secure website) reports of violations by client to officer/agency. Requesting agency will specify the report reporting method.
On a Continuous Basis (24 hr/day, 7 days /week)	All curfew & equipment status alerts in excess of 30 minutes will be reported to Agency Staff immediately, by telephone, upon completion of a 30-minute period from the occurrence of the Alert Conditions or as soon as possible thereafter.
	All tampers and missed call messages will be reported to Agency Staff within 15 minutes of the monitoring center’s receipt of those messages or as soon as possible thereafter.
	All other messages will be reported to Agency the next day via fax or e-mail transmission of the daily summary report.
	The continuous signaling technology shall include: a. One unit of equipment for continuous signaling. b. One software system must supervise continuous signaling. c. All proposed technologies shall be all provided on one report format for each participant
	Describe system for dealing with daylight savings time PST and ST synchronization Automatically or manual.



Function	Description
	<p>The exchange of monitoring information (including enrollment, data changes, monitoring reports and terminations) between Officers and the Vendor's monitoring center facility shall occur via secure, real-time access by Field Officer's using existing State computers/Internet access.</p> <p>The System and Software (if agency requires and at no cost) must allow for the following over the an secure password (provided by the vendor) protected internet or remote (at not cost, toll free number required) access:</p> <ul style="list-style-type: none"> <li>a. New Enrollments, the Officer be able to complete a new participant enrollment including all relevant personal information for each participant, including name, address, telephone number, equipment number, case officer name, curfew information temporary and permanent schedule.</li> <li>b. Data/Curfew changes</li> <li>c. Caseload Review, a listing of all active participant names, associated transmitter/receiver serial numbers, the current real-time status of the participant including the single most recent event that was reported on this participant.</li> <li>d. Report Analysis, Officers shall be able to generate and review monitoring/tracking reports on-screen and print hardcopies where necessary.</li> <li>e. Terminate Participants, Officers shall be able to terminate monitoring/tracking on any participant on their caseload.</li> </ul>
Tamper Technology	Field equipment must be equipped with built-in circuitry that will transmit an alarm signal in the event of tampering or removal.
Operator Certification	<p>All operators answering calls, monitoring and reporting are required to be certified by contractor as to full knowledge of systems and ability to operate systems. All vendor monitoring staff shall be trained by the Original Equipment Manufacturer and must be well versed in all aspects of the system including but not limited to:</p> <ul style="list-style-type: none"> <li>a. Enrolling participants via the Internet for immediate activation of all monitoring services.</li> <li>b. Activating/installing both monitoring and tracking equipment on participants.</li> <li>c. Accessing, reviewing, and changing participant data via the Internet.</li> <li>d. Troubleshooting equipment / monitoring / tracking problems.</li> <li>e. Terminating participants via the Internet</li> </ul>

<b>Function</b>	<b>Description</b>
Staffing	Center must be staffed with qualified, trained and certified monitoring and response personnel 24 hrs per day.
<b>Service and Maintenance</b>	
Maintenance & Service Capability	Must provide on-call maintenance & possess knowledge to provide technical service.
Technical Assistance	Must be staffed with knowledgeable technicians who can provide on-call technical assistance at all times
<b>Training</b>	
On-Site Training	Must provide comprehensive on-site training to all employees associated with this service.
Manuals	Must provide training and/or user manuals at each location at which functions are performed.
Installation Guides	Must provide installation guides to officers upon initial training.
<b>General Transmitter Specifications</b>	
Physical Device	Must not pose a safety hazard or unduly restrict the activities of the participants. Must be lightweight, small, and waterproof.
Installation	Process must be simple enough to be performed in the field by fully trained officers in less than 10 minutes.
<b>General Receiver/Dialer Specifications</b>	
Installation/ Attachment	Must be easily attached to participant's telephone and telephone outlet. If participant does not have a telephone list, you are available options. All cost for the telephone lines shall be the responsibility of the successful vendor(s), including the provision of a toll-free number.
Equipment Compatibility	Must allow use with any brand or make of telephone including rotary, pulse or touch tone telephones (excludes portable and or cordless telephones).

**B. CONTINUOUS SIGNALING RANDOM/SCHEDULED TRACKING SYSTEM AND EQUIPMENT (Category 1)**

Description
<p><b>Continuous Signaling Electronic Random/Schedule Tracking Specification</b>  <b>The State will consider random/scheduled tracking systems that can stand-alone and operate integrated with continuous signaling RF and meet the following minimum requirements</b></p>
<p>1. The tracking system shall provide random location verification of the participant in multiple locations such as home, work, school, and treatment by a telephone or alert device.</p>
<p>2. The Tracking system, at a minimum, shall track the participant randomly and on a scheduled basis while at home and away. It must be capable of:</p>
<p>a. Accurately verifying the presence of the participant/unit</p>
<p>b. Confirming the location/phone number of the participant/unit</p>
<p>c. Verifying the time of the random/schedule event</p>
<p>d. Performing both random alarms and scheduled contacts at predetermined locations and times.</p>
<p>3. The State anticipates the average number of tracking contacts (for both Random and Scheduled) to be five (5) contacts per participant per day. The actual number will vary per participant depending on the level of supervision required. For the purposes of this RFP, the State requires that the unit/day pricing for tracking be inclusive of, but not limited to: all participant enrollment, tracking contacts, data changes, and participant termination. The State defines one (1) completed contact to collectively include all of the following:</p>
<p>a. Any Vendor activity required generating a participant alarm soliciting the participant to report.</p>
<p>b. Participant's response to the alarm to confirm compliance</p>
<p>c. The exchange of tracking information (including enrollment, data changes, monitoring/tracking reports, and terminations) between the Field Officers and the Vendor's monitoring center facility shall occur via secure, real-time access by using State existing computers/internet access.</p>
<p>4. The system shall have the ability to randomly alert the participant through a reliable form of notification and must continue to alert the participant until they respond. Conventional pager coverage throughout the State is inconsistent and not reliable. Upon this basis, pagers are not acceptable for alerting participants. Vendor shall describe in detail their method of alerting participants</p>
<p>5. The tracking system shall enable the officer to set an optional quiet period when no alarms occur. The system shall automatically randomize the number of alarms and the time's alarms occur from day to day and not require regular officer grooming of calling schedules.</p>
<p>6. The participant shall be required to respond to the alert by calling the toll free number of the Vendor's monitoring center. During the participant's call, unit/participant identity shall be positively identified to the central monitoring station by a highly accurate method of positive identification. Vendor shall describe in detail their method of verifying unit/participant identity.</p>
<p>7. The verification process shall also confirm the participant's location via the use of Caller ID/Automatic telephone Number Identification whereby, the computer will compare each telephone number the participant calls from against a listing of approved telephone numbers provided by the officer at enrollment</p>

<b>Description</b>
8. For participants where Caller ID/Automatic telephone Number Identification does not operate, the tracking system shall automatically request the telephone number from the participant, hang up, then call the participant back at that number to verify. Vendors shall describe in detail how their system accomplishes this function
9. The system must be able to identify and differentiate between: compliant responses, missed responses, late responses, system tampering/fraud, and unauthorized locations. The system must provide all unauthorized telephone numbers for officer investigation

**C. MOBILE MONITORING UNIT (DRIVE-BY) (Category 1 and 2)**

<b>Description</b>
<b>Mobile Monitoring Unit (Drive-By)</b>
<b>The State will consider portable monitoring unit for field use to detect and identify nearby participants wearing a transmitter. The following are minimum requirements</b>
1. The unit shall be a small hand-held device easy to carry in one hand by an officer located in a vehicle or walking
2. The unit shall have an adjustable sensitivity range control from less than 75 to a minimum 300 feet effective range, with the control located in a convenient location.
3. The unit shall alert personnel of equipment tampering and battery status.
4. The unit shall provide prompts to the officer on transmitter ID number and tamper status. Vendor's proposal must include a detailed listing of each prompt, its related cause, and describe how each is delivered to the officer
5. The unit shall be equipped with a 200 event non-volatile memory that will time and date stamp the last 200 transmission signals. This information must be downloaded to a standard personal computer using a Microsoft window operating system.
6. The unit shall operate from an internal rechargeable battery for a minimum of 10 hours and also be powered from both a vehicles cigarette lighter and 110 VAC
7. The unit shall be supplied with both a rubber duck antenna for remote use and a magnetic mount rooftop antenna for in-vehicle use

**D. ALCOHOL MONITORING PORTION (Category 2) (Electronic Monitoring specification same as Category 1)**

Function	Description
<b>GENERAL DEVICE SPECIFICATIONS – An electronic device specifically for the purpose of performing breathalyzer testing in various remote locations shall be provided while meeting the following specifications.</b>	
Identity Verification	Device must verify identity of the appropriate user by utilizing a voice/or digital imaging recognition verification process.
Alcohol Measurement	Instrument must be capable of taking a deep lung sample from the user’s breath and compare it to a calibrated breath alcohol standard which is stored in the system’s memory or video imaging solutions.
Proximity Sensors	System requires proximity sensors that shall monitor the presence of the user’s face against a mask or other such feature only applicable to voice recognition system/unit.
Tamper Detection features shall exist to ensure monitoring Agency receives accurate information.	Phone Alert
	Case Alert
	Power Alert
Power	Battery Operated. One charge must be sufficient to last 12 hours including two- (2) alcohol test.
False Positive Tests	System must not respond to natural gas or acetone.
Testing “Prompting”	Instrument or monitoring staff center personnel shall prompt the user to take voice and alcohol test steps.
Instrument shall allow for scheduling of tests in a variety of ways	Randomly generated by computer
	Determined and scheduled by Agency monitoring staff.
	Conducted on an “on-demand” basis by the Agency.
<b>Customer Support</b>	
Availability	Must be available 24 hours per day, 7 days a week.
Toll Free Service	Must be available via a toll-free telephone number.
<p>On-Site. On-call Maintenance refers to two components.</p> <ol style="list-style-type: none"> <li>1). Expert technical support and service available via a toll-free phone line 24 hours per day, seven (7) days per week.</li> <li>2). Physical presence or an expert technician on-site when problems cannot be resolved by either telephone consultation or replacement of equipment.</li> </ol>	

<b>Function</b>	<b>Description</b>
Response Time	On-Site, On-Call Maintenance – Response time one (1) hour via phone, forty-eight (48) hours when physical presence required or listed your proposed response time per region.
Replacement Equipment	Maximum Response Time 48 hours

**F. ACCESSORIES, SPARES, LOST/DAMAGE/STOLEN EQUIPMENT FOR ALL CATEGORIES**

<b>Description</b>
The vendor shall provide necessary tools, straps (4/unit/year), and other accessories for attaching and removing the participants devices
At no additional cost, the vendor shall supply an inventory of spare participant equipment and devices. The quantity supplied shall be equal to 15% of the Departments active units. The stock (15%) shall be available to the State at all times. The vendor shall have five (5) working days to replenish requested stock. All units shall be maintained at the Departments office for use as immediate replacements, when needed. State will return units in excess of 15% or accept charges for equipment over 15% at the standard daily rate.
The vendor shall maintain the equipment, spares in good operating condition, and arrange for five (5) day replacement when necessary. The Department will be responsible for providing immediate substitute equipment to participants from the spare stockpile. Requests for prompter delivery will be accommodated at the State's expense.
Proposer must detail how lost, damaged, malfunctioning or stolen equipment by participants will be handle and who will be required to pay for such losses. The State will reasonably assist the vendor in efforts to receive from the offender any losses the vendor sustains or lost or damaged equipment. Vendor's shall identify in their pricing proposal the per unit fees for replacement transmitters and receivers.
Monitoring Service option if participant does not have a phone at residence.(Full describe Service and solution)

**G. Required Reports**

The vendor shall have the capability of transmitting reports or violations by FAX, telephone, secure e-mail, secure electronic board or direct mail. Requesting agency will specify the report reporting method(s). Reports shall include participant activity, curfew violation and other alert conditions, i.e., "disconnects", "tamper", "power loss" continuous history reporting. All violation reporting intervals shall be determined by written request of the State. The State shall choose any level for any breakdown of its caseload and further may change a client's notification level at will. The vendor shall adjust its policy to meet notification intervals desired by the State. In your proposal list all reports provided and by what means of transmitting of report.

The vendor must provide a legal affidavit within 5 working days. Each participating state will provide the legally required format after award of contract.

The affidavit must address:

- a. Number of years the company has been providing the monitoring service.
- b. Experience of operator.
- c. When alert was received.
- d. What the monitoring staff did to make notification.

**H. Methods of Notification**

Methods of Notification

The vendor's monitoring center and staff shall be capable of notification in all three methods as specified: Manual Telephone Notification, Manual Pager Notification, and Faxed Incident Summary Report. The monitoring center shall maintain accurate and concise historical logs of all telephone, pager and fax calls attempted and completed, including date, time, and the associated incident. The vendor shall make these logs available to the State upon request (Clearly identify all Methods of Notification being proposed)

**I. Offender Funded Program for Category 1 and 2**

The Vendor must offer the following minimum services for an Offender Juvenile Program and a Offender Adult Program:  
 The monitoring company shall provide staff to implement this program and will recoup the costs for their services directly from the offender.  
 Offender initial Contact  
 Installing the Devices on Offender  
 Monitoring of Offender with notification to Officer if violation  
 Mobile Spot check of Offender  
 Offender orientation, fee assessment and collection of fees from offender.

**J. Offender Optional Implementation Program**

**The vendor must provide the following minimum services in each state; each state can chose all, part or none of each line item. Contractor can offer other optional services.**

- Offender initial Contact
- Installing the Devices on Offender
- Monitoring of Offender with notification to Officer if violation
- Mobile Spot check of Offender
- Offender orientation



**CONTRACTOR INFORMATION  
FOR  
CATEGORY 3 SATELLITE MONITORING AND REMOTE TRACKING SERVICE.**

1. Satellite Monitoring and Remote Tracking Service (Global Positioning System (GPS)) and Equipment.
2. Passive and Active Modes
3. Support Services for Satellite Monitoring
4. Offender Optional Implementation Program (after 60 day written notification), for Category 3 equipment only.
5. Offender Funded Program (after 60 day written notification), for Category 3 equipment.

**Contractor:** Pro Tech Monitoring, Inc.  
**Contact:** Paul R. Drews/Steve Chapin, President and CEO  
**Phone:** Steve Chapin 888 67-SMART ext. 224  
Paul R. Drews 480 363-6554 (Cell)  
Paul R. Drews 480 361-5378

**Fax:** 727-484-3111

**Email:** [pdrews@ptm.com](mailto:pdrews@ptm.com)

**Internet address:** [www.ptm.com](http://www.ptm.com)

**Web catalog address:** [www.ptm.com](http://www.ptm.com)

**Federal ID No.:** 59-3478800

**Supplier No.:** 101198

**Contract worth:** \$87,600.00

**Payment address:** Pro Tech Monitoring, Inc.  
2549 Success Drive  
Odessa, FL 33556

**Order placement address:** Same as above

**Ordering procedures:** Paul Drews  
480 361 5378

**Credit card acceptance:** None

**Minimum orders:** See price sheets

**Delivery time:** 2 days After Receipt of Order (ARO)

**Payment terms:** 0%days

**Shipping destination:** Freight on Board (FOB) destination

**Freight:** Prepaid and included

Req. Item	Comm. Code	Description	Qty	Unit	Total Daily Rate
E	6350	Satellite Monitoring and Remote Tracking Service (Global Positioning System (GPS)) (Category 3) ACTIVE Unit and Monitoring Service MINIMUM 5 ACTIVE UNITS PER ACCOUNT Mfg.: <u>Pro Tech Monitoring, Inc.</u> Brand/Model: <u>SMART Active Tracking System</u>	GSM 1+ 51 +	EA EA	\$ 9.00 \$ 8.45

Req. Item	Comm. Code	Description	Qty	Unit	Total Daily Rate
<b>Description of Service – SMART Active Tracking</b>					
		<b>GSM</b>			
		<b>Super Intensive</b>			
Supervision Level		Every minute			
Stored Points - Normal					
Stored Points - In Violation		Every 15 sec.			
Frequency of Communication		Every 10 minutes under normal conditions Immediately upon violation			
Land Line		Optional (MTD)			
<b>Quantity</b>					
0 - 50 Units				\$ 9.00	
51 + Units				\$ 8.45	

**Minimum Lease Quantity – 5 Units**

<b>System Contents per Kit</b>	
Portable Tracking Device	1
Charging Stand	1
A/C Adapter	1
D/C Car Adapter	1
Phone Cord	1
Bracelet Transmitter	1
Bracelet Straps (Various Sizes)	1-4
Retaining Pins	3

<b>Optional Equipment</b>	
Extra Straps and Anti - Tamper plugs	Upon request
Extra Charging Stand	\$250.00
Waist Pack	\$ 20.00

<b>Charge for Lost/Stolen Equipment</b>	
PTD	\$ 1,750.00
MTD 2000	\$ 1,200.00
Bracelet Transmitter	\$ 100
Charging Stand (PTD)	\$250.00
Charge Stand (MTD)	\$ 350.00

Req. Item	Comm. Code	Description	Qty	Unit	Total Daily Rate
<b>Description of Service – SMART Passive Tracking</b>					
<i>Supervision Level</i>		<b>Level I</b>	<b>Level II</b>	<b>Level III</b>	
Home Curfew Rule/Arrest		Yes	Yes	Yes	
Hot Zones		Yes	Yes	Yes	
Number of Points Stored		1 every minute	1 every minute	1 every minute	
Call in Frequency (In charging stand)		Every six hours to report status. Violation/violation cleared initiates call.	Every six hours to report status. Violation/violation cleared initiates call.	Every six hours to report status. Violation/violation cleared initiates call.	
Violation Summary Report		Yes, one per day sent via email.	Yes, one per day sent via email ONLY	Yes, one per day sent via email or fax	
Violation Notification (in charging stand)		NO	Yes, sent immediately via email only	Yes, sent immediately via email, fax or page.	
<b>Passive Pricing</b>					
Leased Price per day/per system		\$4.00	\$4.50	\$5.00	
MTD 2000		N/A	\$ 5.00	N/A	
Additional Fax Notification charge (per day)		N/A	N/A	\$ .25 per fax notification after first 2 (per day)	

**Minimum Lease Quantity – 20 Units**

System Contents per Kit	Qty
Miniature Tracking Device (MTD)	1
Charging Stand	1
A/C Adapter	1
Phone Cord	1
Bracelet Transmitter	1
Bracelet Strap (Various Sizes)	1-4
Retaining Pins	3

**Optional Equipment**

Extra Straps and Anti Tamper plugs	Upon request
Officer Charging Stand	\$350.00

**Charge for Lost/Stolen Equipment**

MTD 2000	\$ 1,200.00
MTD 1000/1010/1020	\$ 900.00
Bracelet Transmitter	\$ 100.00
Charging Stand	\$350.00

Current Contract Information  
Contract No. 14600c\_11142005.doc  
Page 27

<b>Charges for Paging Services (Optional Pricing)</b>			
Pager Type	Regional	Sure Page	Nationwide
Cost per Month	\$30.00	\$50.00	\$66.00
# of Pages Included	300	150	100
# of Characters Allowed	50 or less	50 or less	50 or less
Over-pages	\$.50 each	\$1.00 each	\$1.00 each

**E. SATELLITE MONITORING (GLOBAL POSITIONING SYSTEM (GPS)) AND REMOTE TRACKING SERVICE (Category 3)**

Function	Description
<p>The portable tracking device must be able to be programmed from a remote computer workstation which can create inclusion zones (places the offender must be at a certain time) or exclusion zones ("hot zones" where an offender is not allowed). The device must be able to be programmed to be able to take actions from the field in the event of a violation. The Supervising Officer must be notified of violations via pager, fax or e-mail and the device must be able to be polled at any time to ascertain the offender's most current location.</p>	
<p><b>Vendor Requirements</b></p>	
On-Site Service	Capable of performing expert On-Site Service (via telephone); Capable of dispatching expert technicians to the field in the event electronic diagnosis or replacement of components fails to solve problem.
Training Procedures	Submit a copy of Training Procedures, when requested.
Background Checks	Submit copy of employee background check procedures. Contractors who employ felons will be disqualified
<p><b>General Monitoring Service Specifications</b></p>	
Operator Response	Must respond to equipment & system issues, including installation issues
Scheduling	Must make required client schedule changes
Alert Notification	Alert notification must include system tampers, curfew violations
<p>On-Site, On-call Maintenance refers to two components.            1). Expert technical support and service available via a toll-free phone line 24 hours per day, seven (7) days per week.            2). Physical presence or an expert technician on-site when problems cannot be resolved by either telephone consultation or replacement of equipment.</p>	
Response Time	On-Site, On-Call Maintenance – Response time one (1) hour via phone, five (5) hours when physical presence required or listed your proposed response time per region.
Replacement Equipment	Maximum Response Time 48 hours
Reports by Fax, Pager or E-mail	Fax, Pager or E-Mail violations by client or by officer to agency
<p><b>Notification Policy-Must have a notification policy for participant violations that allows the Agency to establish distinct levels of security on a participant-by-participant basis.</b></p>	
On a Continuous Basis (24 hr/day, 7 days /week)	All curfew & equipment status alerts in excess of 30 minutes will be reported to Agency Staff immediately, by telephone, upon completion of a 30-minute period from the occurrence of the Alert Conditions or as soon as possible thereafter.
	All tampers and missed call messages will be reported to Agency Staff within 15 minutes of the monitoring center's receipt of those messages or as soon as possible thereafter.
	All other messages will be reported to Agency the next day via fax or e-mail transmission of the daily summary report.
	Describe system for dealing with daylight savings time PST and ST synchronization Automatically or manual.

Function	Description
<b>Security</b>	
Tamper Technology	Field equipment must be equipped with built-in circuitry that will transmit an alarm signal in the event of tampering or removal.
Operator Certification	All operators answering calls, monitoring and reporting are required to be certified by contractor as to full knowledge of systems and ability to operate systems.
Staffing	Center must be staffed with qualified, trained and certified monitoring and response personnel 24 hrs per day.
<b>Service and Maintenance</b>	
Maintenance & Service Capability	Must provide on-call maintenance & possess knowledge to provide technical service
Technical Assistance	Must be staffed with knowledgeable technicians who can provide on-call technical assistance at all times
<b>Training</b>	
On-Site Training	Must provide comprehensive on-site training to all employees associated with this service.
Manuals	Must provide training and/or user manuals at each location at which functions are performed.
Installation Guides	Must provide installation guides to officers upon initial training.
Video Tapes	Must provide to officers, upon training, videotapes, which demonstrate device applications.
<b>General Transmitter Specifications</b>	
Physical Device	Must not pose a safety hazard or unduly restrict the activities of the participants. Must be lightweight and small. Battery unit must have a minimum one-year disposable battery for operation of the bracelet.
Alphanumeric Pager for Victim	Victim receives an alphanumeric pager capable of receiving any combination of text and numerals in the event an offender violates predetermined rules such as "hot zones" around the victim's home and/or work.
Non-Coverage Area for Alphanumeric Pager Victim	Presented a solution if the victim's area does not have complete pager coverage.
Installation	Process must be simple enough to be performed in the field by fully trained officers in less than 10 minutes.
<b>General Receiver/Dialer Specifications</b>	
Installation/ Attachment	Must be easily attached to participant's telephone and telephone outlet. If participant does not have a telephone list, your available options.

Equipment Compatibility	Must allow use with any brand or make of telephone including rotary, pulse or touch tone telephones (excludes probable and or cordless telephones).
Portable Tracking Device (PTD)	The PTD must be rugged, small, lightweight, portable, and wireless to the bracelet transmitter. The PTD must be able to be carried in a small waist-pack, by hand or in a carrack. The PTD must have a LCD display to notify the offender of violations or messages as they occur along with an audible alert. The LCD is also used for sending messages to the offender.
<b>Client Enrollment Software and Mapping Software</b>	
Client Enrollment and Mapping Software (At no additional cost)	Must give stringent control of the day to day activities. It must be able to be operated on a Windows 95/98/NT/2000/ME equipped PC or laptop (microprocessor Pentium 166+) with a 28.8 baud or higher modem.
Internet connection	The database must be able to be accessed via secure Internet connection from virtual anywhere you can use a PC or Laptop
Software Program (At no additional cost)	The accompanying mapping software must be provide and the supervising officer can enter offenders demographic data, judicial history, employment information, educational activities and rehabilitative activities, subjects picture, standard rules and capacity to enter custom rules. The supervising officer must be able to enter designate contacts in the event of a violation, set up a daily, weekly or monthly schedule in half-hour increments for when the offender is required to be at home, work or rehabilitation. The exclusion zones must be able to be set up in measurement of feet and miles.
Surveillance Data Center	Client server's computers must store offender locations and rules, process violations and send out the appropriate notifications. The system must be a secure network that has the appropriate back-up systems to ensure 24 hours operation and store the offender history for a minimum of 36 months after contract expiration or as long as the court deem necessary.



**F. ACCESSORIES, SPARES, LOST/DAMAGE/STOLEN EQUIPMENT FOR ALL CATEGORIES**

Description
The vendor shall provide necessary tools, straps (4/unit/year), and other accessories for attaching and removing the participants devices
At no additional cost, the vendor shall supply an inventory of spare participant equipment and devices. The quantity supplied shall be equal to 15% of the Departments active units. The stock (15%) shall be available to the State at all times. The vendor shall have five (5) working days to replenish requested stock. All units shall be maintained at the Departments office for use as immediate replacements, when needed. State will return units in excess of 15% or accept charges for equipment over 15% at the standard daily rate.
The vendor shall maintain the equipment, spares in good operating condition, and arrange for five (5) day replacement when necessary. The Department will be responsible for providing immediate substitute equipment to participants from the spare stockpile. Requests for prompter delivery will be accommodated at the State's expense.
Proposer must detail how lost, damaged, malfunctioning or stolen equipment by participants will be handle and who will be required to pay for such losses. The State will reasonably assist the vendor in efforts to receive from the offender any losses the vendor sustains or lost or damaged equipment. Vendor's shall identify in their pricing proposal the per unit fees for replacement transmitters and receivers.
Monitoring Service option if participant does not have a phone at residence.(Full describe Service and solution)

**G. Required Reports**

The vendor shall have the capability of transmitting reports or violations by FAX, telephone, secure e-mail, secure electronic board or direct mail. Requesting agency will specify the report reporting method(s). Reports shall include participant activity, curfew violation and other alert conditions, i.e., "disconnects", "tamper", "power loss" continuous history reporting. All violation reporting intervals shall be determined by written request of the State. The State shall choose any level for any breakdown of its caseload and further may change a client's notification level at will. The vendor shall adjust its policy to meet notification intervals desired by the State. In your proposal list all reports provided and by what means of transmitting of report.

The vendor must provide a legal affidavit within 5 working days. Each participating state will provide the legally required format after award of contract.

The affidavit must address:

- a. Number of years the company has been providing the monitoring service.
- b. Experience of operator.
- c. When alert was received.
- d. What the monitoring staff did to make notification.

**H. Methods of Notification**

Methods of Notification

The vendor's monitoring center and staff shall be capable of notification in all three methods as specified: Manual Telephone Notification, Manual Pager Notification, and Faxed Incident Summary Report. The monitoring center shall maintain accurate and concise historical logs of all telephone, pager and fax calls attempted and completed, including date, time, and the associated incident. The vendor shall make these logs available to the State upon request (Clearly identify all Methods of Notification being proposed)

**I. Offender Funded Program, for Category 3 Equipment**

The Vendor must offer the following minimum services for an Offender Juvenile Program and a Offender Adult Program:

The monitoring company shall provide staff to implement this program and will recoup the costs for their services directly from the offender.

Offender initial Contact

Installing the Devices on Offender

Monitoring of Offender with notification to Officer if violation

Mobile Spot check of Offender

Offender orientation, fee assessment and collection of fees from offender.

<p><b>J. Offender Optional Implementation Program, for Category 3 Equipment</b> <b>The vendor must provide the following minimum services in each state; each state can chose all, part or none of each line item. Each item must be priced per unit if applicable or by each offender contact. Contractor can offer other optional services.</b></p>
Offender initial Contact
Installing the Devices on Offender
Monitoring of Offender with notification to Officer if violation
Mobile Spot check of Offender
Offender orientation

**OFFICE OF STATE PROCUREMENT  
PERFORMANCE REPORT**

**To OSP Customers:**

Please take a moment to let us know how our services have measured up to your expectations on this contract. Please copy this form locally as needed and forward to the Office of State Procurement Purchasing Manager. For any comments marked unacceptable, please explain in remarks block.

<b>Procurement services provided:</b>	<b>Excellent</b>	<b>Good</b>	<b>Acceptable</b>	<b>Unacceptable</b>
➤ Timeliness of contract actions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Professionalism and courtesy of staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Services provided met customer needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Knowledge of procurement rules and regulations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Responsiveness/problem resolution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Timely and effective communications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agency: \_\_\_\_\_ Prepared by: \_\_\_\_\_

Contract No.: 14600 Title: \_\_\_\_\_

Contract Title: Electronic Monitoring Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Send to:

**Purchasing Manager  
Office of State Procurement  
PO Box 41017  
Olympia, Washington 98504-1017**

**PRODUCT/SERVICE PERFORMANCE REPORT**

Complete this form to report problems with suppliers or to report unsatisfactory product or services. You are also encouraged to report superior performance. Agency personnel should contact suppliers in an effort to resolve problems themselves prior to completion and submission of this report.

Contract number and title: 14600, Electronic Monitoring

Supplier's name: \_\_\_\_\_ Supplier's representative: \_\_\_\_\_

**PRODUCT/SERVICE:**

- Contract item quality higher than required
- Contract item quality lower than required.
- Other:
- Damaged goods delivered
- Item delivered does not meet P.O./contract specifications

**SUPPLIER/CONTRACTOR PERFORMANCE:**

- Late delivery
- Incorrect invoice pricing.
- Other:
- Slow response to problems and problem resolution
- Superior performance

**CONTRACT PROVISIONS:**

- Terms and conditions inadequate
- Specifications need to be revised
- Other:
- Additional items or services are required.
- Minimum order too high.

Briefly describe situation: \_\_\_\_\_

<b>Agency Name:</b>		<b>Delivery Location:</b>	
<b>Prepared By:</b>	<b>Phone Number:</b>	<b>Date:</b>	<b>Supervisor:</b>

Send To:

**Guy Cranor, CPPB**  
 CONTRACT CONSULTANT  
 OFFICE OF STATE PROCUREMENT  
 PO BOX 41017  
 OLYMPIA WA 98504-1017