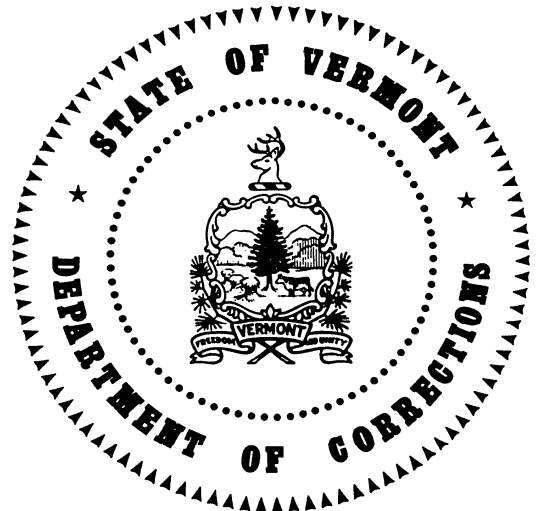


Request For Proposals

Electronic Monitoring Program

Posted October 27, 2010



Solicitation Outline

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Scope of Solicitation

BACKGROUND

The Vermont Department of Corrections is responsible for the care, custody and supervision of approximately 1,400 incarcerated offenders and another 12,000 offenders under community supervision. Community supervision includes Home Detention, Home Confinement, Re-integration Furlough, Pre-Approved Furlough, Probation and Parole. Community Supervision is overseen by staff at eleven different field sites throughout the state.

The Vermont Department of Corrections began utilizing electronic monitoring as a pilot project for 20 low risk offenders in 2005. Vermont's Electronic Monitoring Program has since evolved into a comprehensive program designed to help reduce over crowding in Vermont Correctional Facilities. It is used as a sanctioning tool to reduce the number of returns for violation behavior, as a monitoring tool when releasing offenders up to 6 months prior to their minimum release date. It is also used to promote public safety by imposing restrictions on movement and as a deterrent of alcohol usage and other non-compliant behavior through various technologies currently in use by the Department. Recent legislation has allowed the Vermont Department of Corrections to utilize electronic monitoring strategies on legal statuses that it supervises. By design, the Vermont Department of Corrections utilizes Electronic Monitoring equipment to ensure that offenders comply with all Conditions of Furlough, Probation and Parole.

We currently have approximately 200 offenders under some form of electronic monitoring throughout the state.

OVERVIEW

The Vermont Department of Corrections is seeking proposals to provide a variety of Electronic Monitoring equipment and services for a supervision program of offenders in the community. The successful vendor must be prepared to install the system and make it fully operational within thirty (30) days of the award of the contract. The contractor(s) shall provide equipment, software, repair or replacement of the equipment, training, assistance in evaluation of the program and other necessary support. In the event that the State of Vermont,

its agents and/or employees are subject to complaint or suit in connection with the services provided and/or fail to provide pursuant to the contract(s), the contractor(s) will be responsible for the defense and indemnification. This will include court hearings in connection to the reliability, validity and efficacy of the equipment and/or services.

This RFP is for the sale/lease of the following types of Electronic Monitoring systems:

1. Active GPS Tracking
2. Passive GPS Tracking
3. Radio Frequency (RF) “Home Detention/Home Confinement” Monitoring
4. Transdermal Alcohol Monitoring
5. Biometric Voice Monitoring

The successful vendor(s) must provide corresponding services and a 24/7/365 Help Desk in support of all said EM systems. The combinations of services and systems will provide the Department with flexible operational methods. These services must provide the capacity to monitor an offender’s compliance/non-compliance to program-specific parameters (such as curfews/schedules), with the goal of reducing the likelihood of future criminal activity.

SOLICITATION SCHEDULE

Event	Date
RFP Posted	October 27, 2010
Deadline for receipt of questions	November 29, 2010
Pre-bid conference	November 29, 2010
Letters of Intent Due	November 29, 2010
Deadline for receipt of proposals	December 13, 2010
Proposal opening	December 13, 2010
Posting of intent to award	January 24, 2011

General Information

The Department intends to award this contract(s) for a period of at least two years beginning April 1, 2011 with the right to extend the contract for up to two additional years, depending on available funding and at the discretion of the State. Standard conditions by which the contract will be governed are detailed in Appendices.

Point of Contact

Questions concerning this RFP must be directed in writing by mail, email or fax to:

Alan Cormier
Field Services Operations Manager
Vermont Department of Corrections
103 South Main Street
Waterbury, VT 05671-1001

Alan.Cormier@ahs.state.vt.us

Fax #: 802 2412377

Bidder's Conference

Prospective proposers will have an opportunity to ask questions regarding this procurement at a bidders conference scheduled for **November 29, 2010 at 09:30 AM ET**. The conference will be held at the following location:

Vermont Department of Corrections
Chapel Conference Room
103 South Main St.
Waterbury, Vermont, 05671

A map is available; please call 802 241-1579. Attendance at the bidder's conference is not mandatory, but is strongly recommended. The conference is intended to be an interactive exchange of information, with appropriate State of Vermont staff to provide clarification and/or answers to questions.

Submission Deadline and Address

To be considered a valid proposal, one (1) original and six (6) duplicates must be received at the following address no later than **2:30 PM ET on December 13, 2010**. **Faxes and/or late responses will not be accepted.**

Alan Cormier
Field Services Operations Manager
Vermont Department of Corrections
103 South Main Street
Waterbury, VT 05671

A public bid opening will be held on **December 13, 2010 at 3:00 PM ET**. At the public bid opening, the State of Vermont reserves the right to not disclose items which will compromise contract negotiations.

The bid opening will be held at:

Vermont Department of Corrections
Chapel Conference Room
103 South Main Street
Waterbury, VT 05671

The Department reserves the right to reject, in whole or in part, any and all proposals received by reason of this RFP. The Department will not pay for any information herein requested nor will the Department be responsible for any cost incurred by the proposer. All proposals shall become the property of the Department upon submission. The Department reserves the right to negotiate final price and terms during the contract negotiation phase. Any proprietary

information offered by the proposer should be clearly indicated and the basis, upon which such proprietary interest is asserted.

Letters of Intent

Proposers are encouraged to submit a letter of intent by **4:30 PM ET on November 29, 2010** and sent to the point of contact as identified in this section by mail, email, or fax. The letter of intent will not be considered binding. The letter shall result in the inclusion of the interested party on the distribution list for future correspondence relative to this offer.

Request for Proposal Amendments

The State reserves the right to amend the RFP at any time prior to the proposal due date by issuing written addenda. All written addenda to the RFP will become part of the contract.

Waiver of Minor Irregularities

The State reserves the right to waive minor irregularities in proposals providing such action is in the best of the State. Where the State may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the Vendor from full compliance with the RFP specifications and other contract requirements if the Vendor is awarded the contract.

Appeal of Decision

Proposers may appeal the decision appeal to:

Andrew Pallito, Commissioner
Vermont Department of Corrections
103 South Main St
Waterbury, VT 05671

Instructions to Vendors

These instructions prescribe the format and content of the offer. They are designed to facilitate a fair and uniform review process. Failure to adhere to this format will affect our evaluation and may result in disqualification of the offer.

Your offer must provide all information requested and must address all points. All items not satisfactorily explained may be considered as non-compliant responses and may be evaluated as exceptions. Suggested exceptions to requirements and contract modifications, while allowed, are discouraged. The Department/Buyer is under no obligation to accept exceptions or modifications suggested by the vendor (or any Third Parties/subcontractors), and any exceptions or modifications will affect our evaluation and may result in rejection.

- Proposals should be submitted on double-sided letter size (8.5" x 11") paper without permanent binding; loose leaf binding is permissible.
- Any attachments or exhibits must be reduced to letter size.
- Proposers must submit original and 6 duplicates of the proposal. The original should be clearly marked on the outside cover. All signatures in the original proposal must be in blue ink.
- Proposer may also submit proposal in a digital format on a compact disk in addition to the written copies.

Proposal Contents

The following documents and responses must be included in the Proposal:

Transmittal Letter

An individual authorized to legally bind the vendor must sign the transmittal letter. The person who signs the transmittal letter will be considered the contact person for all matters pertaining to the offer unless the vendor designates another person in writing. The letter must include the vendor's mailing address, e-mail address, fax number and telephone number.

The transmittal letter must include a statement indicating that the vendor is a corporation or a legal entity.

The transmittal letter must contain a statement identifying any subcontractor that will be used in their project. If a subcontractor is used, a transmittal letter must be signed by them indicating the scope of their work to be done and their qualifications.

The transmittal letter must contain a statement. Acknowledging the Customary State Contract provisions described in Attachment C.

The transmittal letter must state the proposer has read, understands and is able to comply with all standards and participation requirements described in the RFP.

It must contain a statement, without qualification of all terms and conditions outline in this RFP. Any suggestions for alternative language, which the Department is under no obligation to accept, must be clearly stated.

The transmittal letter must contain a statement in which the proposer certifies that, in connection with this contract, the proposal was developed independently, without collusion, conflict of interest, consultation, communication, or agreements for the purpose of restricting competition as to any matter relating to the proposal of any other proposer or competitor. In addition, the proposer must state the prices quoted have not been knowingly disclosed by the proposer prior to award, either directly or indirectly, to any other proposer or competitor.

The transmittal letter must contain a statement of Affirmative Action that the proposer does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, sexual orientation, marital status, [political affiliation, national origin or handicap and complies with all applicable provisions of Public Law 101-336, American Disabilities Act].

Table of Contents

The vendor must include a table of contents in its Offer. Offers must be page numbered sequentially from front to back.

Executive Summary

The Executive Summary shall condense and highlight the contents of the solution being proposed by the bidder in such a way as to provide the Evaluation Committee with a broad understanding of the vendor's Proposal.

Vendors must present their understanding of the problems being addressed by implementing a new system, the objectives and intended results of the project, and the scope of work. Vendors shall summarize how their Proposal meets the requirements of the Request for Proposal, and why they are best qualified to perform the work required herein.

Company Overview

The proposer will provide a synopsis of the company. Sub-contractors must provide the same information.

General Information

The vendor must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), State of incorporation, and Federal Employer Identification Number and/or Social Security Number.

Experience/Qualifications

Vendor shall provide information relating to its experience and qualifications in the field of Electronic Monitoring. Vendor shall include:

- number of years in the business
- narrative description of experience
- project personnel
- company organizational chart

Technical Scope of Work

The Department is seeking equipment and services connected to the community supervision of individuals. Vendors shall provide information in the following section their electronic monitoring products and services available to meet the Department's program needs.

Hardware Requirements

In this section, the vendor is to describe its compliance or non-compliance to each requirement relating to the hardware systems. A paragraph-by-paragraph response is required and each vendor must provide their responses in the sequence of the paragraphs provided in this RFP. Each vendor's response to every requirement and tasking in this RFP is of vital importance. This method must be used in order to provide the Evaluation Team with the best method to read and comprehend your solution. If this method is not used your response may be unclear.

Software Requirements

In this section, the vendor is to describe its compliance or non-compliance to each requirement relating to the software systems. A paragraph-by-paragraph response is required and each vendor must provide their responses in the sequence of the paragraphs provided in this RFP. Each vendor's response to every requirement and tasking in this RFP is of vital importance. This method must be used in order to provide the Evaluation Team with the best method to read and comprehend your solution. If this method is not used your response may be unclear.

Service and Support Requirements

In this section, the vendor is to describe its compliance or non-compliance to each requirement relating to service and support. A paragraph-by-paragraph response is required and each vendor must provide their responses in the sequence of the paragraphs provided in this RFP starting with the "Service and Support Requirements" subsection of the "Scope of Work/Specifications" section.

Each vendor's response to every requirement and tasking in this RFP is of vital importance. This method must be used in order to provide the Evaluation Team with the best method to read and comprehend your solution. If this method is not used your response may be unclear.

References

Vendor shall provide at least three (3) reference accounts where the services offered were similar to the services requested in this RFP. Services must have been provided within the past 36 months. Reference accounts shall not be, in any degree, owned by the vendor. The Department may or may not contact the References provided. The information shall include:

1. reference name
2. business address
3. contact person's name and title
4. contact person's telephone number
5. contact person's email address to whom inquiry as to vendor's experience and performance may be directed

Sub-contractors must also provide at least three (3) references.

Price Proposal

The price proposal consists of the price schedule included in this RFP. Vendors are required to complete the cost proposal template provided. The vendor is required to complete each field and must NOT change or alter the format or formulas developed for evaluation of costs. Only one value may be entered into each shaded field. Daily fees are all-inclusive.

- Proposal must include a daily rate with data reporting that includes and details the frequency of offender/client movement. There must be no cost for current or historical data downloads.
- Proposal must include training at no additional cost.
- Proposal must specify the daily cost, **if any**, to Department or purchasing entity for units when not in use or as spare inventory over the required allowance of 20%.

Scope of Work / Specifications

Attachment A

The Vermont Department of Corrections, in compliance with legislation passed by the Vermont Legislature, is interested in using a variety of electronic monitoring (EM) strategies in a statewide electronic monitoring program. The target population is community supervised offenders of all legal statuses under the care and custody of the Commissioner of Corrections. This program is intended to be utilized not only as a sanctioning tool for non-compliant behavior, but as a release tool to ease over crowding of Vermont Correctional Facilities. It will also evaluate these systems as a way to make community supervision more efficient and effective, with a potential to increase caseloads numbers with no appreciable workload demand and with no reduction in public safety.

Recent legislative changes will allow for electronic monitoring to be used with a new sentencing option, designated as Home Confinement, for sentences of up to 6 months in length. Electronic Monitoring will be used for Home Detention, also a new status for the Department of Corrections, meant to ease overcrowding of Vermont Correctional Facilities by allowing pre-sentenced offenders to be supervised in their homes prior to trial. This program is intended to reflect a risk control emphasis, but these strategies are also intended to be used in conjunction with, and as a supplement to, treatment services. It is not anticipated that this system will be monitored 24 hours a day, but it should have that capability. Billing invoices must be broken down by site and repairs and replacement equipment must be able to be drop shipped to individual sites.

The program sites chosen include:

Barre Probation and Parole
255 North Main St.
Barre, VT 05641 802-479-4242
Joanne Pereira, District Manager

Bennington Probation and Parole
200 Veterans Memorial Drive
Bennington, VT 05201 802-447-2777
David Miner, District Manager

Brattleboro Probation and Parole
PO Box 8237
N. Brattleboro, VT 05304 802-257-5911
Roderick Bates, District Manager

Burlington Probation and Parole
55 Cherry Street
Burlington, VT 05401 802-863-7350
Debbie Thibault, District Manager

Morrisville Probation and Parole
Harrell St., CCV Building
Morrisville, VT 05661 802-888-2521
Wade Johnson, Correctional Services Manager

Newport Probation and Parole
217 Main Street
Newport, VT 05855 802-334-3311
Carl Davis, District Manager

Rutland Probation and Parole
92 State St. PO Box 175
Rutland, VT 05702 802 786-5808
Mike O'Malley, District

Springfield Probation and Parole
State Office Complex
100 Mineral St. Ste. # 102
Springfield, VT 05156 802-885-3544
Bill Soule, District Manager

St. Albans Probation and Parole
20 Houghton Street #104
St. Albans, VT 05478 802-524-6523
Kristin Prior, District Manager

St. Johnsbury Probation and Parole
67 Eastern Ave. Ste. #5
St. Johnsbury, VT 05819 802-748-6602
Stuart Gladding, District Manager

Hartford Probation and Parole
224 Holiday Drive, Suite B
White River Junction, VT 05001 802-295-8810
Bill Soule, District Manager

The Program objective is, with a variety of electronic monitoring strategies, including, but not limited to RF monitoring, remote intoximeters, drive-by monitoring, transdermal alcohol monitoring and both active and passive GPS systems, to free up jail beds, reduce over-crowding, and monitor offenders placed on either a home detention or home confinement legal status. Preference will be given to one contract/vendor with an array of EM strategies, but the state is willing to engage in one or more contracts if the service and/or product warrant multiple vendors. It is expected that the all products will utilize state of the art tamper detection. It is anticipated that prior to the signing of the proposed contract vendors will demonstrate the capability of the products and services.

Included in this contract will be repair or replacement services, training of staff, technical advice on evaluation and electronic monitoring best practices. Repair and replacement services should include batteries if necessary and certified repair technicians. It is anticipated that each contractor will have a lead person servicing the DOC account.

Monitoring should be available through DOC owned equipment. It will be required that regardless of where the offender information resides it will be the property of the DOC. It is anticipated that all monitoring systems will include web based interfaces. These systems need to be compatible with Citrix/Win Term type units and standard PCs. Access through wireless technologies will be considered a plus. The contract will include the option for multiple DOC program administrators with access to monitoring and set up utilities. In systems that offer pager or other remote alarm devices, it is expected that the vendor's system will be compatible with existing DOC paging or telephone systems or they will be supplied by the vendor.

The ability to offer court and deposition testimony is a necessary component and should be included within the contract pricing should challenges arise from the use of one or all types of monitoring equipment.

Training shall be provided for implementation and ongoing purposes. An operations manual will be included in this training.

It is the intent of this Department to solicit this Request for Proposals (RFP) for the sale/lease of systems and services. This RFP is for the lease of the following types of Electronic Monitoring systems:

1. Active GPS Tracking
2. Passive GPS Tracking
3. RF "House Arrest" Monitoring
4. Transdermal Alcohol Monitoring
5. Biometric Voice Monitoring

The successful vendor must provide corresponding services and a 24/7/365 Help Desk in support of all said EM systems. The combinations of services and systems will provide the Department with flexible operational methods. These services must provide the capacity to monitor an offender's compliance/non-compliance to program-specific parameters (such as curfews/schedules), with the goal of reducing the likelihood of future criminal activity.

The following are considered to be the minimum requirements to provide electronic monitoring systems and monitoring services for use in the electronic monitoring program.

Hardware Requirements

Active GPS Receiver/Tracking Unit

The unit must be rugged and not pose a safety hazard to the offender or others.

The unit must be capable of accessing a standard phone line, cable phone line, and cellular phone lines

The unit must record GPS location points at a minimum of once every 30 seconds, regardless of violation status.

The unit must record offender violations and changes in monitoring status. All recorded events must be time and date stamped.

The unit must incorporate a radio frequency (RF) receiver and must receive RF signals from an offender-worn transmitter.

The unit must transmit data, including offender's monitoring status and GPS tracking points, via cellular wireless networks to a central host system operated by the vendor.

The active tracking unit must have the ability to be located on-demand by Department personnel. Department personnel must be able to utilize this feature through the web-based GPS tracking software. This feature must provide up-to-date, on-demand tracking, mapping, and location data within three (3) minutes unless wireless coverage is unavailable.

The GPS tracking unit must include an LCD screen for communicating with offenders. Department personnel must be able to page the offender by sending a text message to the tracking unit.

When the active GPS tracking unit recognizes that a violation has occurred, the unit must be able to initiate a data transfer with the central host system, regardless of the next preset “call-in” time.

Violation notifications must be initiated by the GPS tracking unit rather than by the vendor’s central host system, thereby ensuring near real-time notification of violations to Department.

The GPS tracking unit must have the capability to notify the offender of instances of non-compliance by displaying text or issuing audible tones. The unit must be able to notify the offender of such instances even in the absence of cellular coverage.

The unit must have the ability to continue to record and store two weeks’ worth of all monitoring data in the event of a communications disruption with the central host system. Once communication is restored, the unit must transmit all data to central host system.

The unit must be equipped with tamper detection and a notification system that records a violation if/when the unit’s case is opened and notifies the central host system of such violations.

The unit must have a battery life of at least 12 hours between charges.

The unit must be manufactured in an ISO 9001:2000-certified facility to ensure quality control.

Passive GPS Receiver/Tracking Unit

The unit must be rugged and not pose a safety hazard to the offender or others.

The unit must be capable of accessing a standard phone line, cable phone line, and cellular phone lines

The unit must record GPS location points at a minimum of once every 30 seconds, regardless of violation status.

The unit must record offender violations and changes in monitoring status. All recorded events must be time and date stamped.

The unit must incorporate a radio frequency receiver and must receive RF signals from an offender-worn transmitter.

The passive GPS tracking unit must continue to function normally after 4-foot drop testing onto concrete.

The GPS tracking unit must include an LCD screen.

The unit must transmit data, including offender's monitoring status and GPS tracking points, via standard "land line" phone networks to a central host system operated by the vendor.

When the passive GPS tracking unit recognizes that a violation has occurred, the unit must log the violation on-board and store violation data until communications are available.

The passive GPS tracking unit must have the capability to notify the offender of instances of non-compliance by displaying text or issuing audible tones. The unit must be able to notify the offender of such instances even in the absence of communications with the central host system.

The unit must have the ability to continue to record and store two weeks' worth of all monitoring data in the event of a communications disruption with the central host system. Once communication is restored, the unit must transmit all data to central host system.

The unit must be equipped with tamper detection and a notification system that records a violation if/when the unit's case is opened and notifies the central host system of such violations.

The unit must have a battery life exceeding 12 hours between charges.

The unit must be manufactured in an ISO 9001:2000-certified facility to ensure quality control.

Monitoring Transmitter Bracelet

The vendor must provide an FCC-certified transmitter in the form of an ankle bracelet. Provide FCC ID number of proposed transmitter.

The transmitter shall work in tandem with the GPS tracking unit to verify that the tracking unit is in the possession of the offender. If used for RF house arrest, the transmitter shall work in tandem with the house arrest unit to verify that the offender is within proximity of the house arrest unit.

The transmitter bracelet must weigh less than four (4) ounces.

The transmitter bracelet must be shock and water resistant.

The transmitter's signal range must be no greater than 300 feet under normal household conditions with a typical range of approximately 75-150 feet.

The transmitter bracelet must emit a signal approximately twice per minute.

The transmitter bracelet's signal content must identify the offender, the transmitter battery status, and tamper status.

The transmitter bracelet must recognize the unauthorized severing of the strap.

The transmitter bracelet must have dual tamper detection. One of the tamper detection

mechanisms must utilize fiber optics.

Once the transmitter bracelet detects a strap tamper violation, it must send a unique “tamper” signal to the monitoring unit and continue to do so until it is manually reset by a Department staff member.

The transmitter bracelet, when in tamper status, must require a manual reset. Automatic tamper resetting is not acceptable.

The transmitter bracelet must be capable of being attached to the offender so that efforts to tamper with or remove the transmitter are obvious upon visual inspection.

Transmitter bracelet straps must be adjustable to fit any size offender. The strap should be installed on an offender's ankle.

The transmitter bracelet must not pose a safety hazard or unduly restrict the activities of the offender.

The transmitter bracelet must emit a low power signal, 3-5 days prior to battery depletion, to indicate that the transmitter should be replaced.

The vendor must provide replacement transmitter bracelets.

RF House Arrest Unit

The vendor must provide a continuous RF “House Arrest” monitoring unit that receives radio frequency signals from an offender-worn transmitter, and transmits data on the offender's monitoring status to a central host system operated by the vendor.

The receiver/monitor shall be easily installed in a central location in the offender's home near the telephone.

Each receiver/monitor shall be able to be matched to any transmitter in the Department's inventory by Department staff without having to be sent back to the manufacturer.

The monitoring unit must include an internal clock and must date/time stamp all recorded events.

The unit must have the ability to continue to record and store two weeks' worth of all monitoring data in the event of a communications disruption with the central host system. Once communication is restored, the unit must transmit all data to central host system.

The unit must automatically identify and send key event and general information to the central host system pertaining to the activities of the offender, the unit, and the transmitter.

Remote Alcohol Monitoring Device

The vendor must provide an alcohol testing device which monitors an offender's alcohol levels remotely, rather than at a Department office.

The alcohol monitoring device must detect breath alcohol levels within $\pm 0.005\%$ accuracy.

The alcohol monitoring device must be a single unit incorporating an on-board camera for visual verification and an electro-chemical sensor for breath testing.

The alcohol monitoring device must send test results to the monitoring center.

The device must provide visual verification of the offender's identity at the time of test.

The alcohol monitoring device must capture and send a still image to the monitoring center in 9 to 12 seconds, using a CCD camera with external infrared LED's to provide lighting.

The alcohol monitoring device must use a direct test (blowing through a straw) to eliminate problems associated with passive tests, such as airborne alcohol from cologne and cleaning products.

The device must have the ability to test offenders on a scheduled, random, and on-demand basis.

Transdermal Alcohol Device

The vendor must provide an alcohol testing device that will monitor an offender's alcohol levels through a Transdermal process on a 24/7/365 basis.

The device must gather data at a minimum of every 30 minutes

Data must be collected and downloaded to a modem or base unit and be accessible to staff from a remote location.

Tamper detection features shall exist to ensure monitoring agency receives accurate information, including phone alerts, case alerts and power alerts.

The unit must record offender violations and changes in monitoring status. All recorded events must be time and date stamped.

The device must be waterproof.

Biometric Voice Verification

The vendor must provide a secure method to Offenders via toll free telephone network to identify himself/herself when accessing the system to report.

The system must accommodate non-English Offenders.

The system must provide the telephone number from which the Offender is calling.

The system must allow the Department to set the frequency of calls.

The system must allow the Department to review Offender call history and complete details of each call.

The system must provide standardized and automated report on Offenders available on demand.

Software Requirements

The vendor must provide a software application that provides Department personnel with access to the vendor's central host system.

The application must be accessible by the Department through a standard Web browser interface utilizing standard HTTP protocol through a high speed internet connection.

The application must utilize security protocols that will prevent unauthorized access to the database and the offender information contained therein.

This application must not require installation on Department computers.

The application must allow Department personnel to view information about the offender, including – but not limited to – personal information, current electronic monitoring data, historical electronic monitoring data, violation statuses, notification settings, and reports.

The application must allow Department personnel to enroll/edit/remove offenders without calling the monitoring center.

The application must allow Department personnel to create, edit, delete, and apply monitoring parameters (such as daily/weekly schedules) for individual offenders or groups of offenders.

Department personnel must be able to use the application to create, edit, and apply inclusion zones (areas in which the offender must be) and exclusion zones (areas in which offenders are not permitted to be).

Department personnel must be able to create schedules for offenders and apply zones to these schedules.

The application must enable Department to find up-to-date location and monitoring information for any offender enrolled in active GPS tracking. This on-demand location function must display offender location within three (3) minutes of request unless wireless coverage is unavailable.

For GPS devices, the application must display the physical location of the offender on an interactive map containing recognizable state, county, municipality, and street names.

For GPS devices, the application must allow the Department's officers to view the actual movement of the offenders and the time of those movements in a visual map and in report format.

The application must allow Department personnel, when viewing GPS tracking maps, to easily zoom in and out by dragging the mouse to designate an area and clicking.

For GPS devices, the application must allow the Department's officers to easily view the actual speed of the offender at each recorded tracking point.

The application must allow the Department's officers, when viewing GPS tracking maps, to easily determine the approximate address of any tracking point.

The application must allow Department personnel to switch on/off aerial photograph overlays on the interactive GPS tracking maps.

Department personnel must be able to use the application to determine which violations/events must trigger notifications and by what means the notifications must be sent to Department personnel.

The application must enable allow notifications to be sent to Department personnel via, e-mail, text message/page, and facsimile and any combination of the three.

The application must also allow the Department's officers to enter information to initiate multiple alert notifications (e.g., victims, officers, law enforcement) for specified key events or non-compliance to monitoring parameters.

The application must give Department personnel access to multiple on-line reports. The application must include reports regarding equipment status, offender status, and violations.

The application must allow Department personnel to filter report results by violation/event.

Service and Support Requirements

Training

The vendor must provide at least one (1) initial group training session for staff members concerning the operation and installation of the monitoring equipment and systems specified under this contract. This training will take place in a location specified by the Department. The training will include written instructions concerning use of the monitoring system and equipment.

The vendor will provide additional training as needed, when requested by the Department. The Department will limit such additional training sessions to those situations where the training is required to properly implement and operate the monitoring program and will not intend to cause unreasonable cost or inconvenience to the vendor.

The vendor must provide written instructions/users guides enabling Department personnel to install and service all equipment provided.

Ongoing Support

The vendor shall appoint a project manager who will also act as contact and liaison for the Department. The project manager will schedule on-site visits with the department to review monitoring performance and to make any needed changes.

Vendor support personnel must be available via a toll-free telephone number to the Department at all times. Support personnel must be awake, rather than on-call, and must not be subcontracted. Vendor support personnel shall have the ability to complete offender enrollments, adjust monitoring parameters, complete offender de-enrollments and assist Department staff with technical problems for all monitoring systems via telephone.

Accessories, Maintenance, and Repair

The vendor must provide an adequate supply of all necessary tools, straps, and other accessories for attaching and removing the offender's devices at no additional cost.

The vendor shall provide maintenance of the equipment for the length of the contract at no additional cost. The vendor shall maintain the equipment and spares in good operating condition and arrange for prompt repair or replacement.

Central Host System

The central host system, the repository of all monitoring data received from field units, must not be located at the Department's facility and must be the responsibility of the vendor.

The central host system shall be protected from a system failure and the loss of data by the presence of a real-time redundant data protection system. All host system components must be 100% redundant. Specifically, the system shall be in constant contact with a redundant system. Both systems shall be configured to maintain the same data so that in the event of a primary system failure, the redundant system will seamlessly continue all monitoring functions. The vendor must also maintain a failsafe system, at least five (5) miles away from primary and redundant systems that can be used in the case of primary and redundant system failure. Vendor must describe steps taken and equipment used to provide redundancy and ensure data preservation.

Evaluation / Scoring

The ability of this Department to effectively operate and manage a successful program is directly related to its ability to acquire reliable electronic monitoring equipment and to access corresponding support services 24/7/365. Your response must demonstrate that the hardware/software being proposed is of high quality and reliability and that the vendor has a history of customer-centered support. The Department reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to make a contract award based on the best interests of the Department.

Section	Value (%)	Points Assigned
Company Overview	15%	15
Hardware	20%	20
Software	20%	20
Service and Support	20%	20
References	5%	5
Price	20%	20
Total	100%	100

Price Schedule

The costs for providing the systems and services set forth in the Request for Proposal must be provided by filling in the per diem fees below. Daily fees are all-inclusive. The cost evaluation will have a maximum score of 20 points awarded to the lowest cost, responsive cost proposal. The vendor must complete each required field and must NOT change or alter the format or formulas developed for evaluation of costs

Equipment/Service	Daily Lease Price	# of units	Annual Cost
Active GPS			
Passive GPS			
RF/House Arrest-Landline			
RF/House Arrest-Cellular			
Alcohol Monitoring – Transdermal			
Alcohol Monitoring - Breath			
Biometric Voice Monitoring			
Total Annual Cost			
TRAINING (required)			Not Scored
SPARE INVENTORY Cost (Per Unit Per Day) over 20%			
Active GPS			
Passive GPS			
RF/House Arrest-Landline			
RF/House Arrest-Cellular			
Alcohol Monitoring – Transdermal			
Alcohol Monitoring - Breath			
Biometric Voice Monitoring			
Other supplies (e.g.: straps) that are charged to the Department – please list individually			

ATTACHMENT C
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement.** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law.** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall

be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$ _____ per occurrence, and \$ _____ aggregate.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including

but not limited to bills, invoices, progress reports and other proofs of work.

9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at: <http://finance.vermont.gov/forms>

10. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990 that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. **Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. **Taxes Due to the State:**

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services

within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for

debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

State of Vermont – Attachment C

Revised AHS - 4-06-09

For assistance or additional information on Attachment C, please contact:

Ira Sollace; Financial Executive Director

802-241-4220