

**MEMORANDUM OF UNDERSTANDING FOR
LANCASTER COUNTY, NEBRASKA
COOPERATIVE CONTRACT
MOU053**

Contract Title: Electronic Offender Monitoring Services

**Cooperative Agency: Washington County, Oregon Contract No. BCC 18-1203
(Hereinafter referred to as “the Lead Contract”)**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is hereby issued to **Vigilnet America LLC, 4862 S. 96th Street, #2, Omaha, NE 68127** hereinafter called “Contractor”, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska hereinafter called “County” for the purpose of the Contractor and the County agreeing to the terms and conditions provided in this MOU

The Contractor and the County hereby agree to the following supplemental Terms and Conditions from those in the Lead Contract listed above:

TERMS AND CONDITIONS

A. PARTICIPATING TERM

The County shall participate in the Lead Contract for Electronic Offender Monitoring Services. The Memorandum of Understanding, MOU053 will be effective upon execution through September 30, 2021. Upon conclusion of the initial term, the County has the option of renewing for two (2) additional one (1) year terms under the same terms and conditions according to the renewals allowed by the Lead Contract.

B. SCOPE

The Contractor shall provide the same scope of services and provide the same products as set forth in the Lead Contract.

C. PRICING

Pricing for these goods and/or services shall be pursuant to the Lead Contract, a copy thereof is attached to this Memorandum.

D. CONFLICTING TERMS

To the extent other terms and conditions attached hereto conflict with the terms and conditions stated herein, the parties agree that conflicts among the documents comprising this Memorandum shall be resolved according to priority, and that a document's priority shall be determined according to the order in which the document appears in the list below in section "E. Memorandum of Understanding Documents".

E. MOU DOCUMENTS

The following documents comprise the Memorandum of Understanding:

1. This Memorandum of Understanding and associated Terms and Conditions;
2. Copy of Washington County, Oregon Contract No. BCC 18-1203
3. Insurance Requirements/Certificate of Insurance;
4. Tax Forms

F. LAWS

The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this Memorandum of Understanding. During the term of the MOU, the Contractor shall perform all services and/or supply all goods in accordance with the established and applicable standards and in accordance with applicable State and Local laws.

G. IMPLIED REQUIREMENTS

All products and services not specifically mentioned in this document or the Lead Contract, but which are necessary to provide the functional capabilities described in the Lead Contract, shall be included.

H. CONTRACT MODIFICATION

The MOU shall be modified only by a written MOU amendment and approval of the parties. No alteration or variation of the terms and conditions of this Memorandum shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

I. TERMINATION

This MOU may be terminated by the following:

1. Termination for Convenience. Either party may terminate this MOU upon thirty (30) days written notice to the other party, for any reason, without penalty.
2. Termination for Cause. The County may terminate this MOU for cause if the Contractor:
 - a. Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or products pursuant to the Lead Contract or;
 - b. Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders or;
 - c. Otherwise commits a substantial breach or default of any provision of the Lead Contract or this MOU. In the event of a substantial breach or default the County will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the MOU shall terminate.
3. In the event that funding is not available to continue with services as written, the County reserves the right to terminate use of the MOU for convenience with no financial obligation to the Contractor, Subcontractors or other stakeholders except for any amount due for services rendered or products supplied prior to notice of cancellation.

The County may terminate this MOU in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the County. In the event of unavailability of funds to pay any amounts due under the MOU, the County shall immediately notify the Contractor and the MOU shall terminate without penalty or expense to the County. Upon termination, the County shall pay the Contractor for any approved and documented services or products completed or purchased up to the date of termination, but not to exceed the maximum amount allowed by the Lead Contract or this MOU.

J. SEVERABILITY

If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the MOU shall not be affected and each provision of the MOU shall be enforced to the fullest extent permitted by law.

K. ASSIGNMENT

This MOU shall not be transferred to/or assigned to another Contractor without prior written consent confirming approval by the County. Any assignment without such prior written consent shall be absolutely void.

L. FORCE MAJEURE

Neither party shall be liable for any costs or damages from its inability to perform any of its obligations under the MOU due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the Lead Contract or this MOU. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The County may grant relief from performance of the MOU if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest on the Contractor. To be released based on a Force Majeure Event, the Contractor shall file a written request for relief with the City of Lincoln/Lancaster County Purchasing Division. Labor disputes with the

impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the Contract.

M. ATTORNEY'S FEES

This MOU shall be governed by and construed in accordance with the laws of the State of Nebraska without regard to principles of conflicts of law. Each party shall be responsible for its own costs and attorney fees for any claim, action, suit or proceeding, including any appeal.

N. PAYMENT

Unless stated otherwise, the County will initiate payment within thirty (30) calendar days after:

1. All work has been performed and all equipment or other merchandise has been delivered.
2. All such labor and equipment and other materials have met all MOU specifications.
3. All such work has been approved by the County.
4. An invoice has been submitted which corresponds with the MOU amount and any subsequent changes approved by the County.

O. INSURANCE

The Contractor agrees to the insurance provisions required for all City/County and Building Commissions contracts (see *Insurance Requirements for City, County, and Building Commission*).

P. TAXES AND TAX EXEMPTION CERTIFICATE

The County are generally exempt from any taxes imposed by the State or Federal government. A Tax Exemption Certificate will be provided as applicable.

Q. INDEPENDENT CONTRACTOR

Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

R. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

S. E-VERIFY

In accordance with Neb. Rev. Stat. 4-108 through 4-114, the Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification

system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, [go to www.uscis.gov/everify](http://www.uscis.gov/everify).

T. INDEMNIFICATION

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the County, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the County.

U. WAIVER

County's failure or neglect to enforce any of its rights under this Memorandum will not be deemed to be a waiver of the County's rights.

V. THIRD PARTIES

This Memorandum is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties involved. County shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than Contractor.

The Contractor and the County hereby agree that all the terms and conditions of this MOU shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

The Contractor hereby agrees to this MOU upon completion of signatures on the Vendor Signature Page.

Vendor Signature Page

COOPERATIVE CONTRACT
Electronic Offender Monitoring Services
MOU053

Washington County, Oregon Contract No. BCC 18-1203
Lancaster County, Nebraska
Vigilnet America LLC

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary Seal

Name of Corporation

Address

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Vigilnet America LLC
Name of Organization

Limited Liability Company
Type of Organization

4862 S 96th St. #2 Omaha, NE
Address 68127

By: Jake Dawe Jake Dawe
Member C.O.O

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

Lancaster County Signature Page

**COOPERATIVE CONTRACT
Electronic Offender Monitoring Services
MOU053
Washington County, Oregon Contract No. BCC 18-1203
Lancaster County, Nebraska
Vigilnet America LLC**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Deputy Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

dated _____

INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln Lancaster County Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

**THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN,
LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION.
FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY
INCLUDE THE ENTITY ISSUING THE CONTRACT.**

**FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO
OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS
IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE
REQUIREMENTS SET FORTH BELOW.**

Insurance; Coverage Information

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 on a claims made basis or as may be approved by the City or County as appropriate. Said insurance shall be written on a CLAIMS MADE basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

Certificates

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

1. Commercial General Liability

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

1.1 Additional Insured (Requires an Endorsement Form)

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

1.2 Automobile Liability

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

1.3 Garage Keepers / Garage Liability

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

1.4 Workers' Compensation; Employers' Liability

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

1.5 Builder's Risk Insurance

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

1.6 Pollution Liability

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

1.7 Errors and Omissions; Professional Liability

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

1.8 Railroad Contractual Liability Insurance

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

1.8.1 Railroad Protective Liability

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

1.9 Cyber Insurance

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

2. **Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. **Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. **Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. **Minimum Scope of Insurance**

All Liability Insurance policies shall be written on a "Claims Made" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A-:VII unless specific approval has been granted otherwise.

6. **Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party

indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

7. **Reservation of Rights**

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

8. **Sovereign Immunity**

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

9. **Further Contact**

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Quinn Insurance Inc 11815 M Street, Suite 200 Omaha, NE 68137	CONTACT NAME: Cori Tompkins		
	PHONE (A/C, No, Ext): (402) 894-7491	FAX (A/C, No): (402) 891-1252	
E-MAIL ADDRESS: ctompkins@quinninsurance.com			
INSURER(S) AFFORDING COVERAGE			
INSURER A : Lloyd's of London			
INSURED Vigilnet America LLC 4862 S. 96th Street, Suite 2 Omaha, NE 68127	INSURER B :	The Ohio Casualty Insurance Company	24074
	INSURER C :	Ohio Security Insurance Company	24082
	INSURER D :	National American Insurance Company	23663
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE OCCUR	X		CJ10049718	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO JECT X LOC						
B	X AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS	X		BAS58867699	8/1/2018	8/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	X HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						
C	X UMBRELLA LIAB OCCUR X EXCESS LIAB CLAIMS-MADE			ESO58867699	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 DED RETENTION \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y		N/A	CW41880026	8/1/2018	8/1/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liability			CJ10049718	8/1/2018	8/1/2019	Prof. Liability 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: All Projects City of Lincoln, Lancaster County and the Lincoln-Lancaster County Public Building Commission are additional insured on General Liability and Auto. Waiver of Subrogation on Workers Comp for City of Lincoln, Lancaster County and the Lincoln-Lancaster County Public Building Commission. Cancellation notice 30 days except 10 days for non payment.

CERTIFICATE HOLDER Lancaster County 555 So 10th Street Lincoln, NE 68508	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement # effective 08/01/18 forms a part of Policy # CJ10049718
Issued To: Vigilnet America, LLC; Vigilnet Leasing, LLC

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

CRIMINAL JUSTICE SYSTEM OPERATIONS LIABILITY POLICY

A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
3. Coverage provided by this endorsement to an additional insured shall be primary and on a non-contributory basis

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. “Bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. “Bodily injury” or “property damage” occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of “your work” out of which the injury or “damages” arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Coverage Is Provided In:
 Ohio Security Insurance Company

Policy Number:
BAS (19) 58 86 76 99
 Policy Period:
From 08/01/2018 To 08/01/2019
 12:01 am Standard Time
 at Insured Mailing Location

Common Policy Declarations

Named Insured	Agent
VIGILNET AMERICA LLC	(402) 891-1234 QUINN INSURANCE INC

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE	STATE(S) Applicable
CA 23 85 01 06	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism	OR PA NE
CA 23 87 01 06	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits	OR PA NE
CA 23 89 01 06	Alaska Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits	OR PA NE
CA 23 93 01 06	Washington Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism	OR PA NE
CA 85 47 12 93	Temporary Substitute Auto - Physical Damage Insurance	OR PA NE
CA 85 53 12 93	Recreational Trailers and Boat Trailers	OR NE PA
CA 87 77 03 11	Changes in Who Is An Insured	PA
CA 88 10 01 10	Business Auto Coverage Enhancement Endorsement	OR NE PA
CA 99 35 11 13	Nebraska Auto Medical Payments Coverage	NE
IL 00 17 11 98	Common Policy Conditions	OR PA NE
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	OR PA NE
IL 01 42 09 08	Oregon Changes - Domestic Partnership	OR
IL 02 46 09 07	Pennsylvania Changes - Cancellation and Nonrenewal	PA
IL 02 79 09 08	Oregon Changes - Cancellation and Nonrenewal	OR
IL 09 10 07 02	Pennsylvania Notice	PA
UA OR 03 09 15	Uninsured/Underinsured Motorists Coverage And Limit Options Oregon	OR

To report a claim, call your Agent or 1-800-362-0000

DS 70 21 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX

<u>SUBJECT</u>	<u>PROVISION NUMBER</u>
ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT	3
ACCIDENTAL AIRBAG DEPLOYMENT	12
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	18
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AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	13
BROAD FORM INSURED	1
BODILY INJURY REDEFINED	21
EMPLOYEES AS INSUREDS (including employee hired auto)	2
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GLASS REPAIR - WAIVER OF DEDUCTIBLE	15
HIRED AUTO PHYSICAL DAMAGE(including employee hired auto)	6
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LOAN / LEASE GAP	14
PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)	16
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PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE	8
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TOWING AND LABOR	7
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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	19

SECTION II - LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or



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- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
 - (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$750 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
 - (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE- ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:



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Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

- 1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees; or
- 2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

- B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

- C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

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15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

18. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - 1. You, if you are an individual;
 - 2. A partner, if you are a partnership;
 - 3. Member, if you are a limited liability company;
 - 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

19. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.5.**, Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.



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20. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

21. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

22. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

AUTOMATIC STATUS WHEN REQUIRED BY WRITTEN CONTRACT.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 8/01/2018
Insured VIGILNET AMERICA LLC

Policy No. CW41880026

Endorsement No.
Premium

Insurance Company
National American Insurance Company

Countersigned by _____



**Washington County
Contract Review Committee Worksheet**

Contract No: BCC 18-1203
(Assigned by Purchasing)

RISK BY 13
Types: CA - County Administrator Executes BCC - Board of Commissioner Executes

Blanket Purchase Order Number: _____

BCC - Board of Commissioner Executes

NOTE: Please review all instructions on the back of this worksheet before you begin processing.

1. Wisard Ship To: SS- Purchasing Wisard Bill To: SS- Purchasing 2. Date: 10/31/18

3. Contract Administrator/Ext: Nick Ioanna 3585 4. Wisard Buyer/Ext: Nick Ioanna 3585

5. Type of Contract: (I) Intergovernmental Agreement (G) Purchase of Goods (C) Construction
 (P) Personal/Professional Services (L) Lease Agreement (S) Services
 (A) Amendment/Change Order (list original contract number): _____
 (O) Other _____

6. Minute Order Number/Board Meeting Date: Order No: 18-274 Meeting Date: 09/18/18

Bid/RFP No: 2018.002P NIGP Category No: 915.70

7. Description of Contract: To provide various county departments with electronic offender monitoring services

8. Contractor, Lessor, Supplier Name: Vigilnet America LLC WISARD Supplier No: 29241

9. Is the contract for a sub-recipient of Grant funds? Yes No If Yes, attach a copy of the Grant Pre-Award Risk Assessment Form.

10. Effective Date: 11/1/18 11. Termination Date: 10/31/19

12. Original Contract Amount: <u>\$ 500,000.00</u>	16. <input type="checkbox"/> Retainage: _____
13. Total of Previous Amendments: _____	17. <input checked="" type="checkbox"/> Expenditure: <u>\$ 500,000</u>
14. This Amendment: _____	<input type="checkbox"/> Revenue: _____
15. Total Amount of Contract: <u>\$ 500,000</u>	18. Chargeable Program No: _____

19. Source of Funds: _____ 20. Payment Terms (monthly installments, progress payments, etc.): _____

21. Remarks: Insurance on file

Check Off List for Attachments in Order of Appearance:

- 2 copies of the Board Agenda item and Minute Order Number for this agreement (if one is applicable).
- 2 copies of Insurance Certificates naming the County as additional insured, or include Attachment C with each contract.
- A minimum of three (3) copies of the contract, all with original contractor's signature(s).
- 2 copies of either the Quote Sheet OR Justification Selection Memo.
- One copy of the Invitation to Bid (ITB) document OR Request for Proposal (RFP) document.
- One copy of the Contractor's Proposal (RFP) or Contractor's Response (ITB.)
- A Performance and Payment Bond (if applicable).
- One copy of the Grant Pre-Award Risk Assessment Form (if applicable)

RECEIVED
NOV - 5 2018
County Counsel

Contract Administrator certifies that no changes have been made to the attached County standard contract: _____ Contract Administrator's Signature

22. Signature Route: _____ Department/Division Head: N/A SA Date: _____
 _____ 2. Purchasing Supervisor: [Signature] Date: 11-2-18
 _____ 3. County Counsel: [Signature] Date: 4/6/18
 _____ 4. County Administrative Office: Kathy A. John Date: 11/2/18

CONTRACT MUST BE EXECUTED BY BOTH PARTIES BEFORE WORK CAN COMMENCE

Processing Instructions:

- A. A minimum of three (3) original copies of the contract document must be attached to this worksheet.
- B. Amendments/change orders to contracts must include one (1) copy of the original agreement, along with a minimum of three (3) copies of the actual amendment/change order.
- C. If it is a County contract, all copies of the agreement should be signed by the contractor prior to initiation of the review process.
- D. Two (2) copies of the Agenda Sheet for this agreement (if one is applicable) must also be attached to the worksheet.
- E. Two (2) Insurance Certificates (if applicable) must be attached to the worksheet.
- F. In order for this contract to be entered into WISARD, all data requested on the worksheet must be provided, including expiration date, category number, supplier number and authorized total dollar amount (estimate, if necessary).
- G. Upon completion of review process two (2) copies of the executed contract and one copy of the Blanket Purchase Order (BPO) will be returned to the department contract administrator who then forwards one (1) copy of the contract and the BPO to the contractor.

Form Completion Instructions (by numbers):

1. Type the name of the department or division Ship To and Bill To as shown in Wisard (e.g. Health & Human Svcs, Sheriff's Office, LUT-Ops)
2. Date the contract was submitted for approval.
3. Type the name of the designated person in the department/division to administer the contract and their extension number.
4. Type the name of the designated person in the department/division to receive Wisard notifications (if different from the administrator.)
5. Different types of contracts and the definition:

(I) Intergovernmental	=	agreement between Washington County and other public agencies.
(G) Purchase of Goods	=	contract to purchase goods/materials.
(C) Construction	=	contract to build, alter, repair, improve or demolish any structure, building or highway properties.
(P) Personal/Professional Services	=	contract with an individual professional person or corporation.
(L) Lease Agreement	=	rental/lease agreement on properties and/or equipment.
(S) Services	=	contract that includes labor e.g. painting, plumbing, installation, and on-site maintenance.
(A) Amendment	=	original contract being changed. Reference the original contract number.
(O) Other Categories	=	contracts that do not fall into any of the above.
6. Reference numbers that are related to the contract and Board Meeting Date:
 - Minute Order Number (Minute Order assigned after Board of Commissioners action).
 - RFP/BID# (assigned by Purchasing Division).
 - NIGP Category #: Include the National Institute of Governmental Purchasing (NIGP) 5-digit category code for the type of service you are contracting for. You can find a listing in excel at the Purchasing web site under NIGP Codes. You can perform a search by description for the service you are buying.
7. Description of the project/services to be performed.
8. Full name of the supplier/contractor and their WISARD Supplier #. If this is a new supplier, complete a New Supplier Request form found on the WISARD web page under FORMS. A supplier number must be present for all expenditure contracts before processing.
9. If the contract is for a sub-recipient of Grant funds, complete and include a copy of the Grant Pre-Award Risk Assessment Form.
10. Beginning date of the contract (either date of final execution or some date in the future, include retroactive form if contract has already begun).
11. Ending date of the contract.
12. Amount of the contract.
13. Total amount of all previous amendments.
14. Current change (additional/reduction) to the original amount of the contract.
15. Total amount (includes all amendments).
16. Total retainage amount issued to the contract.
17. Identifies whether the contract is considered to be Revenue or Expenditure.
18. Program number the contract costs will be charged to.
19. Brief explanation of the source of funds e.g. County, Grant, etc.
20. Payment terms of contract.
21. For comments, remarks, suggestions and/or explanation.
22. Signature Routing.

AGENDA

WASHINGTON COUNTY BOARD OF COMMISSIONERS

Agenda Category: Consent – Sheriff’s Office & Community Corrections

Agenda Title: ACCEPT PROPOSAL/AWARD CONTRACT FOR ELECTRONIC OFFENDER MONITORING SERVICES (#2018.037P)

Presented by: Pat Garrett, Sheriff & Steve Berger, Director of Community Corrections

SUMMARY:

Request your Board accept the sole responding proposal and award a contract for Electronic Offender Monitoring Services. The contract term will be through September 30 2021, with an option to renew for two one-year periods. The purpose of this contract is to provide the Washington County Department of Community Corrections, the Sheriff’s Office and the Juvenile Department with a technology based offender monitoring service with and without case management. The Contractor shall provide services designed to monitor an offender’s presence or absence at a specific location, monitoring an offender’s whereabouts at all times, and to monitor alcohol use 24 hours a day, seven days a week.

Community Corrections, the Sheriff’s Office and the Juvenile Department require technology based offender monitoring services with and without case management. The Contractor needed to provide both client referral and self-pay as well as County paid equipment and services for high risk adults or juveniles offenders. The target population will be adult and juvenile offenders who are mandated by the judicial system to receive monitoring services. This includes pre-trial or post-adjudicated offenders in Washington County. These services may be used as a requirement of early jail or home detention release as a condition of parole or probation, and as a sanctioning option for Parole/Probation Officers (PPO’s) and Juvenile Court Counselors (JCC’s).

(continued)

DEPARTMENT’S REQUESTED ACTION:

Accept the proposal from Vigilnet America LLC and award a contract for a total expenditure amount not to exceed \$450,000 through September 30, 2021, with an option to renew for two additional one-year periods.

COUNTY ADMINISTRATOR’S RECOMMENDATION:

I concur with the requested action.

APPROVED WASHINGTON COUNTY
BOARD OF COMMISSIONERS

MINUTE ORDER # 18-274

DATE 9-18-18

BY Barbara Hejtmanek
CLERK OF THE BOARD

Agenda Item No. <u>2.g.</u>
Date: <u>09/18/18</u>

PERSONAL SERVICES CONTRACT

This contract is between Washington County, a political subdivision of the State of Oregon ("County"), and, Vigilnet America LLC ("Contractor").

County and Contractor, in consideration of the mutual promises, terms and conditions provided herein, agree to the following:

SECTION 1 - PURPOSE AND STANDARD OF SERVICES

- 1.1. This contract sets forth the responsibilities and clarifies the relationship between the County and the Contractor.
- 1.2. Services performed by Contractor shall be performed to the standards described in Section 30 of the County Standard Contract Terms and Conditions below.

SECTION 2 - CONSIDERATION

- 2.1. Contractor shall perform the services described in Attachment A, in consideration for which County agrees to pay for the services in the manner as further described in this contract.
- 2.2. The maximum amount payable under this contract is \$500,000; unless otherwise amended. Contractor bears the risk of non-payment for services in excess of the amount stated above without prior County approval; but County reserves the right to ratify and pay for such services in its sole discretion.
- 2.3. If applicable, payments based upon hourly rates or other measurements and provisions for travel expenses are set forth and identified in Attachment A.
- 2.4. Unless otherwise stated in Attachment A, the payment terms are thirty days after invoice approval by the County Contract Administrator.

SECTION 3 - CONTRACT TERM

- 3.1. The effective date is: 11/1/18, or upon final signature, whichever is later.
- 3.2. The expiration date is: 10/31/19, unless otherwise amended.
- 3.3. Passage of the contract expiration date shall not extinguish or prejudice the County's right to enforce this contract with respect to any default or defect in performance that has not been cured.

SECTION 4 - ADDITIONAL DOCUMENTS AND ATTACHMENTS

4.1. The following documents are incorporated into this contract:

- Solicitation # 2018.002P.
- Contractor's response dated: _____.
- Washington County Standard Contract Terms and Conditions.

4.2. The following Attachments are incorporated into and made a part of this contract:

- Attachment A - Statement of Work/Schedule/Payment Terms
- Attachment B - Modifications to Standard Contract Terms and Conditions
- Attachment C - Modifications to Standard Insurance Requirements
- Attachment D - Federal Certifications
- Attachment E - Specific Program Requirements
- Attachment F - Business Associate Agreement
- Other _____.

4.3. In the event there is a conflict between the documents comprising this contract, the following order of precedence shall apply: the terms and conditions in the body of this contract; Standard Contract Terms and Conditions as modified by Attachment A, Attachment B, Attachment C, Attachment D, and Attachment E; the solicitation; and Contractor's response.

SECTION 5 - COUNTY CONTRACT ADMINISTRATOR

Name: Nicholas Ioanna
Mail Stop: 28
Address: 180 East Main Street, Suite 226
Hillsboro, OR 97213
Telephone: 503-846-3585
E-Mail: nick_ioanna@co.washington.or.us

SECTION 6 - SIGNATURES

CONTRACTOR:

By my signature below, I certify that I am authorized to execute this contract on behalf of Contractor.

Jake Dawes Signature 10/30/18 Date

Jake Dawes Name (Printed) C.O.O Title

Business Name or DBA(Check Payable to): Vigilnet America LLC

Address: 4862 S 96th St. #2 Omaha, NE 68127

jdawes@vigilnet.com E-Mail 080655238 DUNS Number (if applicable)

Contractor Contact Person:

Name: Duane Cole E-Mail: DCole@vigilnet.com

Address: 511 SW 10th Ave. #914 Portland, OR 97205

Telephone: 503-277-3753 Fax Number: 503-274-9424

COUNTY:

Andy Duyck Signature 11-8-18 Date
Andy Duyck Printed Name Chairman Board of Commissioners Title

Recording Secretary: Barbara Heylmanck (For use with Board items)
Minute Order #: 18-274
9-18-18



Washington County Contract Review Committee Worksheet

Contract No: BCC 18-1203 (Assigned by Purchasing)

RISK BY 13 Types

CA - County Administrator Executes

Blanket Purchase Order Number:

BCC - Board of Commissioner Executes

NOTE: Please review all instructions on the back of this worksheet before you begin processing.

1. Wisard Ship To: SS- Purchasing Wisard Bill To: SS- Purchasing 2. Date: 10/31/18

3. Contract Administrator/Ext: Nick Ioanna 3585 4. Wisard Buyer/Ext: Nick Ioanna 3585

5. Type of Contract: (I) Intergovernmental Agreement (G) Purchase of Goods (C) Construction (P) Personal/Professional Services (L) Lease Agreement (S) Services (A) Amendment/Change Order (list original contract number): (O) Other

6. Minute Order Number/Board Meeting Date: Order No: 18-274 Meeting Date: 09/18/18

Bid/RFP No: 2018.002P NIGP Category No: 915.70

7. Description of Contract: To provide various county departments with electronic offender monitoring services

8. Contractor, Lessor, Supplier Name: Vigilnet America LLC WISARD Supplier No: 29241

9. Is the contract for a sub-recipient of Grant funds? Yes No X If Yes, attach a copy of the Grant Pre-Award Risk Assessment Form.

10. Effective Date: 11/1/18 11. Termination Date: 10/31/19

12. Original Contract Amount: \$ 500,000.00 13. Total of Previous Amendments: 14. This Amendment: 15. Total Amount of Contract: \$ 500,000 16. Retainage: 17. Expenditure: \$ 500,000 18. Chargeable Program No:

19. Source of Funds: 20. Payment Terms (monthly installments, progress payments, etc.):

21. Remarks: Insurance on file

Check Off List for Attachments in Order of Appearance:

- 2 copies of the Board Agenda item and Minute Order Number for this agreement (if one is applicable).
2 copies of Insurance Certificates naming the County as additional insured, or include Attachment C with each contract.
A minimum of three (3) copies of the contract, all with original contractor's signature(s).
2 copies of either the Quote Sheet OR Justification Selection Memo.
One copy of the Invitation to Bid (ITB) document OR Request for Proposal (RFP) document.
One copy of the Contractor's Proposal (RFP) or Contractor's Response (ITB.)
A Performance and Payment Bond (if applicable).
One copy of the Grant Pre-Award Risk Assessment Form (if applicable)

RECEIVED NOV - 5 2018 County Counsel

Contract Administrator certifies that no changes have been made to the attached County standard contract: Contract Administrator's Signature

22. Signature Route: Department/Division Head: N/A SA Date: Purchasing Supervisor: J. Felcher Date: 11-2-18 County Counsel: WASHINGTON COUNTY PURCHASING DIVISION Date: 4/6/18 County Administrative Office: Kelly A. John Date: 11/2/18

CONTRACT MUST BE EXECUTED BY BOTH PARTIES BEFORE WORK CAN COMMENCE

Processing Instructions:

- A. A minimum of three (3) original copies of the contract document must be attached to this worksheet.
- B. Amendments/change orders to contracts must include one (1) copy of the original agreement, along with a minimum of three (3) copies of the actual amendment/change order.
- C. If it is a County contract, all copies of the agreement should be signed by the contractor prior to initiation of the review process.
- D. Two (2) copies of the Agenda Sheet for this agreement (if one is applicable) must also be attached to the worksheet.
- E. Two (2) Insurance Certificates (if applicable) must be attached to the worksheet.
- F. In order for this contract to be entered into WISARD, all data requested on the worksheet must be provided, including expiration date, category number, supplier number and authorized total dollar amount (estimate, if necessary).
- G. Upon completion of review process two (2) copies of the executed contract and one copy of the Blanket Purchase Order (BPO) will be returned to the department contract administrator who then forwards one (1) copy of the contract and the BPO to the contractor.

Form Completion Instructions (by numbers):

1. Type the name of the department or division Ship To and Bill To as shown in Wisard (e.g. Health & Human Svcs, Sheriff's Office, LUT-Ops)
2. Date the contract was submitted for approval.
3. Type the name of the designated person in the department/division to administer the contract and their extension number.
4. Type the name of the designated person in the department/division to receive Wisard notifications (if different from the administrator.)
5. Different types of contracts and the definition:

(I) Intergovernmental	=	agreement between Washington County and other public agencies.
(G) Purchase of Goods	=	contract to purchase goods/materials.
(C) Construction	=	contract to build, alter, repair, improve or demolish any structure, building or highway properties.
(P) Personal/Professional Services	=	contract with an individual professional person or corporation.
(L) Lease Agreement	=	rental/lease agreement on properties and/or equipment.
(S) Services	=	contract that includes labor e.g. painting, plumbing, installation, and on-site maintenance.
(A) Amendment	=	original contract being changed. Reference the original contract number.
(O) Other Categories	=	contracts that do not fall into any of the above.
6. Reference numbers that are related to the contract and Board Meeting Date:
 - Minute Order Number (Minute Order assigned after Board of Commissioners action).
 - RFP/BID# (assigned by Purchasing Division).
 - NIGP Category #: Include the National Institute of Governmental Purchasing (NIGP) 5-digit category code for the type of service you are contracting for. You can find a listing in excel at the Purchasing web site under NIGP Codes. You can perform a search by description for the service you are buying.
7. Description of the project/services to be performed.
8. Full name of the supplier/contractor and their WISARD Supplier #. If this is a new supplier, complete a New Supplier Request form found on the WISARD web page under FORMS. A supplier number must be present for all expenditure contracts before processing.
9. If the contract is for a sub-recipient of Grant funds, complete and include a copy of the Grant Pre-Award Risk Assessment Form.
10. Beginning date of the contract (either date of final execution or some date in the future, include retroactive form if contract has already begun).
11. Ending date of the contract.
12. Amount of the contract.
13. Total amount of all previous amendments.
14. Current change (additional/reduction) to the original amount of the contract.
15. Total amount (includes all amendments).
16. Total retainage amount issued to the contract.
17. Identifies whether the contract is considered to be Revenue or Expenditure.
18. Program number the contract costs will be charged to.
19. Brief explanation of the source of funds e.g. County, Grant, etc.
20. Payment terms of contract.
21. For comments, remarks, suggestions and/or explanation.
22. Signature Routing.

AGENDA

WASHINGTON COUNTY BOARD OF COMMISSIONERS

Agenda Category: Consent – Sheriff’s Office & Community Corrections

Agenda Title: ACCEPT PROPOSAL/AWARD CONTRACT FOR ELECTRONIC OFFENDER MONITORING SERVICES (#2018.037P)

Presented by: Pat Garrett, Sheriff & Steve Berger, Director of Community Corrections

SUMMARY:

Request your Board accept the sole responding proposal and award a contract for Electronic Offender Monitoring Services. The contract term will be through September 30 2021, with an option to renew for two one-year periods. The purpose of this contract is to provide the Washington County Department of Community Corrections, the Sheriff’s Office and the Juvenile Department with a technology based offender monitoring service with and without case management. The Contractor shall provide services designed to monitor an offender’s presence or absence at a specific location, monitoring an offender’s whereabouts at all times, and to monitor alcohol use 24 hours a day, seven days a week.

Community Corrections, the Sheriff’s Office and the Juvenile Department require technology based offender monitoring services with and without case management. The Contractor needed to provide both client referral and self-pay as well as County paid equipment and services for high risk adults or juveniles offenders. The target population will be adult and juvenile offenders who are mandated by the judicial system to receive monitoring services. This includes pre-trial or post-adjudicated offenders in Washington County. These services may be used as a requirement of early jail or home detention release as a condition of parole or probation, and as a sanctioning option for Parole/Probation Officers (PPO’s) and Juvenile Court Counselors (JCC’s).

(continued)

DEPARTMENT’S REQUESTED ACTION:

Accept the proposal from Vigilnet America LLC and award a contract for a total expenditure amount not to exceed \$450,000 through September 30, 2021, with an option to renew for two additional one-year periods.

COUNTY ADMINISTRATOR’S RECOMMENDATION:

I concur with the requested action.

APPROVED WASHINGTON COUNTY
BOARD OF COMMISSIONERS

MINUTE ORDER # 18-274

DATE 9-18-18

BY Barbara Hejtmanek
CLERK OF THE BOARD

Agenda Item No. 2.g.
Date: 09/18/18

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- 1.2. Services performed by Contractor shall be performed to the standards described in Section 30 of the County Standard Contract Terms and Conditions below.

SECTION 2 - CONSIDERATION

- 2.1. Contractor shall perform the services described in Attachment A, in consideration for which County agrees to pay for the services in the manner as further described in this contract.
- 2.2. The maximum amount payable under this contract is \$500,000; unless otherwise amended. Contractor bears the risk of non-payment for services in excess of the amount stated above without prior County approval; but County reserves the right to ratify and pay for such services in its sole discretion.
- 2.3. If applicable, payments based upon hourly rates or other measurements and provisions for travel expenses are set forth and identified in Attachment A.
- 2.4. Unless otherwise stated in Attachment A, the payment terms are thirty days after invoice approval by the County Contract Administrator.

SECTION 3 - CONTRACT TERM

- 3.1. The effective date is: 11/1/18, or upon final signature, whichever is later.
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- Attachment D - Federal Certifications
- Attachment E - Specific Program Requirements
- Attachment F - Business Associate Agreement
- Other _____.

4.3. In the event there is a conflict between the documents comprising this contract, the following order of precedence shall apply: the terms and conditions in the body of this contract; Standard Contract Terms and Conditions as modified by Attachment A, Attachment B, Attachment C, Attachment D, and Attachment E; the solicitation; and Contractor's response.

SECTION 5 - COUNTY CONTRACT ADMINISTRATOR

Name: Nicholas Ioanna
Mail Stop: 28
Address: 180 East Main Street, Suite 226
Hillsboro, OR 97213
Telephone: 503-846-3585
E-Mail: nick_ioanna@co.washington.or.us

SECTION 6 - SIGNATURES

CONTRACTOR:

By my signature below, I certify that I am authorized to execute this contract on behalf of Contractor.

Jake Dawes Signature 10/30/18 Date

Jake Dawes Name (Printed) C.O.O Title

Business Name or DBA(Check Payable to): Vigilnet America LLC

Address: 4862 S 96th St. #2 Omaha, NE 68127

jdawes@vigilnet.com E-Mail 080655238 DUNS Number (if applicable)

Contractor Contact Person:

Name: Duane Cole E-Mail: DCole@vigilnet.com

Address: 511 SW 10th Ave. #914 Portland, OR 97205

Telephone: 503-277-3753 Fax Number: 503-274-9424

COUNTY:

Andy Duyck Signature 11-8-18 Date
Andy Duyck Printed Name Chairman Board of Commissioners Title

Recording Secretary: (For use with Board items)
Barbara Heylmanck Minute Order #: 18-274
9-18-18

STANDARD CONTRACT TERMS AND CONDITIONS

1. **Subcontracts and Assignment.** Contractor shall not enter into any subcontracts for any of the work required by this contract, or assign or transfer any of its interest in this contract, without the prior written notice to County. County shall have 10 working days to object. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.
2. **Third Party Beneficiaries.** County and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.
3. **Written Notice.** Any notice of change, termination, or other communication having a material effect on this contract shall be upon the County Contract Administrator and the Contractor Contact Person and served in one of the following manners: a) In-person delivery; or b) deposited in the U.S. Mail under certified or registered handling, postage prepaid. Except as provided in this contract, it is agreed that fifteen calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.
4. **Governing Law/Venue/Attorney Fees.** This contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Washington County for the State of Oregon; provided, however, if a Claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Each party shall be responsible for its own costs and attorney fees for any claim, action suit or proceeding, including any appeal.
5. **Remedies Cumulative.** All rights and remedies of County and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
6. **Severability/Waiver.** County and Contractor agree that, if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid. The failure of either party to enforce any provision of this contract shall not constitute a waiver by that party of that or any other provision of this contract.
7. **Public Contracting Statutes.**
 - 7.1 ORS 279B.220 through 279B.235 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference.

- 7.2 The Contractor agrees to:
- a. Make payment promptly, as due, to all persons supplying, to Contractor, labor or material for the performance of the work provided for in this contract;
 - b. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the contract;
 - c. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished pursuant to this contract; and
 - d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

8. **Independent Contractor.**

- 8.1 Contractor shall perform the work required by this contract as an "Independent Contractor." Although County reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, the County cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this contract. Contractor is responsible for determining the appropriate means and manner of performing the work.
- 8.2 Contractor represents and warrants that Contractor is not an employee of the County, is not currently employed by the Federal Government, meets the specific independent Contractor standards of ORS 670.600, and is not an "officer", "employee", or "agent" of the County, as those terms are used in ORS 30.260 et. seq.
- 8.3 Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this contract.
- 8.4 Contractor agrees to immediately provide County notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without County's written consent, any obligation of Contractor to indemnify County for any actions under this contract.

9. **Environmentally Preferred Products/Material Safety Data Sheets.** Whenever possible, the Contractor should use environmentally preferable products which present a lesser impact to the public health and the environment than competing products. Contractor agrees, upon execution of this contract, to submit a copy of the relevant material safety data sheet(s) for any chemical substance the Contractor will bring on to the County's premises and use as part of the work described in this contract.
10. **Nondiscrimination.** No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this contract on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be considered a material defect and shall be grounds for cancellation, termination or suspension in whole or in part by the County.

11. **Termination.**

11.1 This contract may be terminated under the following conditions:

- a. By mutual consent of both parties.
- b. Contractor may terminate this contract upon a material default of County; however, Contractor must provide written notice to the County Contract Administrator and provide County with thirty days to cure the default.
- c. County may at any time terminate, the whole or any part of, this contract for default if Contractor fails to perform any of the provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the County, fails to correct such failures within seven calendar days or such other period as the County may authorize or require.

11.2 Upon receiving a notice of termination issued by County, Contractor shall immediately cease all activities under this contract, unless expressly directed otherwise by County in the notice of termination.

11.3 In the event the Board of Commissioners of Washington County reduces, changes, eliminates, or otherwise modifies the funding for this contract, or if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services, then County may terminate this contract, in whole or in part, effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, and Contractor agrees to abide by any such decision.

11.4 In addition to its other rights to terminate, County may terminate this Agreement, in whole or in part, for convenience upon thirty days' prior notice to Contractor. During this thirty-day period, Contractor shall wind down and cease its services as quickly and efficiently as possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.

11.5 The rights and remedies of the County provided in this section, are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

11.6 If this Agreement is terminated under subsections 11.3 or 11.4, County shall be liable only for payment in accordance with the terms of this contract for services satisfactorily rendered prior to the effective date of termination.

11.7 Upon termination, Contractor shall deliver to County all contract documents, information, works-in-progress, and other property that are or would be deliverables had the contract been completed.

12. **Time is of the essence.** Time is of the essence in Contractor's performance of each and every obligation and duty under this contract

13. **Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.

14. **Compliance with Applicable Law.** Contractor and its subcontractor(s) shall comply with all federal, state, and local laws and ordinances applicable to the work performed under this contract including, but not limited to the following, as applicable: Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142 and all regulations and administrative rules established pursuant to those laws; and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
15. **Contractor Certification Regarding Debarment, Suspension, Proposed Debarment and other Responsibility Matters.** The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:
 - 15.1 Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
 - 15.2 Have within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
 - 15.3 Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 15.2 of this certification;
 - 15.4 Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.
 - 15.5 Are on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>
 - 15.6 Are out of compliance with the tax laws of Oregon and all tax laws of political subdivisions of the State of Oregon, including, but not limited to, ORS 305.620 and ORS chapters 316, 317 and 318. Washington County may terminate the contract if contractor fails to comply with any tax laws during the term of the contract.
16. **Oregon Registration.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract.
17. **Use of County Facilities.** Contractor and its employees or agents shall have the right to use only those facilities of County that are necessary to perform the services under this contract and shall have no right of access to any facility of the County without prior approval of County management. County shall have no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of Contractor or its employees, subcontractors or agents which may be stored on County premises.
18. **Publicity.** Contractor shall not use in its external advertising, marketing programs or other promotional efforts, any data, pictures, or other representations of the County except on prior specific written authorization from County management.
19. **Counterparts.** This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

20. **Warranties.** Contractor represents and warrants to County that: (a) Contractor has the power and authority to enter into and perform the contract, (b) the contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and (c) Contractor's performance under the contract shall be in a good and workmanlike manner and in accordance with the professional standards.
21. **Records.** Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that County and its duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this contract for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Contractor shall permit authorized representatives of the County to perform site reviews for all Services Delivered by Contractor. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three years, except as required longer by law, following final payment and termination of this contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this contract, whichever date is later. All subcontracts shall also comply with these provisions. If OMB Circular A-133 is applicable to this Agreement, then Contractor shall supply County with Contractor's DUNS Number.
22. **Work Product.** All work products of the Contractor which result from this contract ("the work products"), except material previously and mutually identified as confidential or proprietary, shall be provided to County upon request and shall be considered the exclusive property of the County. In addition, if any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants County a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so. Such work products include, but are not limited to: databases, templates, file formats, scripts, links, procedures, materials, training manuals and other training materials, specially created key commands, and any other information, designs, plans, or works provided or delivered to the County or produced by Contractor under this contract.
23. **County Policies.** During the performance of this contract, Contractor shall follow County's Affirmative Action Program which is to promote the objectives of the Equal Opportunity Commission's guidelines as set forth in the Equal Opportunity Act of 1972, Oregon State Laws, legal mandates, and Presidential Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in Department of Labor Regulation 41 CFR part 60. Contractor shall also follow the County Harassment Free and Violence in the Workplace Policies. All subcontracts shall also comply with these provisions.
24. **Indemnification and Hold Harmless.** Contractor shall defend, indemnify and hold harmless the County, its agents, officers, elected officials and employees from and against all claims, demands and judgments (including attorney fees) made or recovered against them including, but not limited to, damages to real or tangible property or for bodily injury or death to any person, arising out of, or in connection with this contract, to the extent such damage, injury or death is caused or sustained in connection with the negligent performance or willful misconduct of Contractor, or its employee, agents or subcontractors. The County agrees to promptly notify Contractor in writing of any such claim or demand to indemnify and agrees to cooperate with Contractor in a reasonable manner to facilitate the defense of such claim.

25. **Insurance.** Contractor shall provide insurance coverage and limits as described below. All insurance carried by Contractor must be primary to and non-contributory with any insurance, including any self-insurance or retentions carried by the County. A waiver of subrogation in favor of the County shall be required on General Liability, Workers Compensation and Automobile Liability coverage.
- 25.1 **Workers' Compensation Insurance.** Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.
- 25.2 **Commercial General Liability Insurance.** Contractor shall at all times carry a Commercial General Liability insurance policy for at least \$1,000,000 combined single limit per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this contract.
- 25.3 **Automobile Liability Insurance.** Contractor shall at all times carry Automobile Liability Insurance in the amount of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage for Contractor's vehicles, whether owned, hired, or non-owned, which includes coverage for Washington County, its agents, officers, elected officials and employees.
- 25.4 **Professional Liability/Errors and Omissions Insurance.** Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence (or each claim if coverage is afforded on a claims made basis) and \$2,000,000 in the annual aggregate. If this policy is a "claims made" type policy, the policy type and company shall be approved by Washington County prior to commencement of the Work.
- 25.5 **Extended Reporting Coverage ("Tail Coverage").** For Professional Liability/Errors & Omissions Insurance written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, Contractor shall provide "tail" coverage at the completion of the contract for a duration of thirty-six (36) months or continuous "claims made" liability coverage provided for thirty-six (36) months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of this contract.
- 25.6 **Maximum Deductible/Retention.** Any deductible or retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the County. Contractor is responsible to pay any amounts within the deductible or retention amount.
- 25.7 **Additional Insureds.** The County, its agents, officers, elected officials and employees must be named as additional insureds with respect to Contractor's services to be provided under this Contract. All liability insurance policies, with the exception of professional and/or workers compensation policies, must be endorsed to show this additional coverage.

- 25.8 **Insurance Certificates.** Contractor shall deliver to the County, prior to the commencement of the work, a certificate of insurance evidencing all policies required by this contract including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s). Further, it is an affirmative obligation upon the Contractor to advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this contract.
- 25.9 **Subcontractor Insurance.** Contractor shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Contractor under this contract, unless this requirement is expressly modified or waived by the County.
26. **Survival.** The terms, conditions, representations, and all warranties contained in this contract shall survive the termination or expiration of this contract.
27. **Amendment.** This contract may only be amended by a written amendment signed by authorized agents of both parties.
28. **Protecting the Federal Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.** The Federal Government suspends or debar Contractors to protect the Federal Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000 to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government. A corporate officer or a designee of the Contractor shall notify the Contract Administrator, in writing, before entering into a subcontract with a party that is debarred, suspended or proposed for debarment.
29. **Security of Information**
- 29.1 The County is required to notify its customers if any electronically stored information or written document that contains personal information has been subject to a security breach. Any Contractor of the County who becomes aware of any potential breach of a document or electronic file containing personal information of client of the County will immediately notify the Contract Administrator, who will work with the County Public Information Officer to notify the affected persons. A breach occurs when any unauthorized individual or entity gains access to personal information or when unintended disclosure of personal information is made, for example loss or theft of a electronic device containing personal information, loss or theft of a paper document containing personal information, unauthorized access to a network containing personal information, or a document containing personal information being sent to the wrong address.
- 29.2 No County Contractor will print a person's full Social Security Number (SSN) on any document that will be sent through the mail, without a written request from the person whose SSN will be printed on the document, except as required by law. The Contractor will use only the last 4 digits of a SSN on all documents unless there is a compelling business reason to use the entire SSN. If a document contains a full SSN, the Contractor will take steps to protect the document from unauthorized disclosure. Contractors will not provide copies of a document containing a full SSN to anyone other than the person whose SSN is listed on the document, except as allowed by State or Federal law. The Contractor may provide a copy of a document to a third party with the SSN redacted if the document is otherwise allowed to be released. No Contractor will publicly post or display a document containing a full SSN.

29.3 Any County Contractor that collects personal information must develop, implement and maintain reasonable safeguards to protect the security and confidentiality of the information. Employees of the Contractor with access to personal information must take reasonable steps to prevent a breach of the information. Reasonable steps include locking file cabinets, monitoring who has access to areas containing personal information, locking computer workstations if leaving the area, and maintaining physical control over files, computer workstations, thumb drives, cds or other media which contains personal information. Contractors must also ensure the proper disposal of documents or other media which contains personal information. Contracting with a document shredding company will be considered proper disposal of paper documents. The Contractor will be responsible for properly disposing of or erasing electronically stored personal information on hard drives, CDs, thumb drives or other devices under their control.

30. **Performance Standards.** Unless the Contractor is providing architectural, engineering, photogrammetric mapping, transportation planning or land surveying services or related services, as defined in ORS 279C.100, the Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services.

31. **Remedies.** The consequences of the Contractor's failure to perform the scope of work or to meet the performance standards established by this contract may include, but are not limited to:

- a. Reducing or withholding payment;
- b. Requiring the Contractor to perform, at the Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; and
- c. Declaring a default, terminating the contract and seeking damages and other relief available under the terms of the contract or other applicable law.

32. **Whole Contract.** THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OR PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT.

ATTACHMENT A

1 SECTION 1: PROGRAM

1.1 **General**

1.1.1 Offender and participant are used interchangeably and both represent any program participant.

1.1.2 Contractor will provide immediate email or phone notification and alerts to include:

- Notifications when an offender is not where he/she is authorized to be (when applicable).
- Notifications when a client leaves EM services without permission, e.g., removes or otherwise tampers with the equipment in such a way that he/she is no longer being monitored.
- Notification within 30 minutes of service termination, during normal business hours, for all offenders. Phone call notification may substitute for email.
- County will designate the notifications and alerts required for each offender.

1.1.3 Contractor will ensure:

- Equipment is maintained and in good working order along with keeping the County supplied with usable, functioning equipment.
- Units at the end of life or their reliability are replaced within 24 hours of County's request. This includes replacing faulty batteries.
- County has immediate access an appropriate number of usable backup batteries.
- County Contract Administrator (CA) is notified one week prior to any internal processes that may disrupt services and/or equipment availability.
- County CA is notified one week prior to initiating new versions and/or upgrades.
- All Notification systems are working properly.

1.2 **Tracking System Devices**

1.2.1 All equipment provided shall include:

- Tamper-Resistant Design.

- Strap Tamper Detection.
- Cellular Jamming Detection. Signals that interfere with cellular reception are detected and alerts are generated. GPS devices only.
- GPS Jamming Detection. Signals that interfere with the reception of GPS are detected and alerts are generated. GPS devices only.
- GPS Shielding Detection.
- Motion Sensor Capability/Tracking.

1.2.2 At a minimum the contractor shall offer the following Devices:

- ATTENTI GPS One-Piece Tracking Device4 (TD4)
- SCRAM GPS Device
- The BI SL2 Mobile Breathalyzer
- SCRAM – Secure Continuous Remote Alcohol Monitor – Transdermal

1.2.3 All devices will perform as expected and as detailed in the proposal submitted by the contractor.

1.3 **Maintenance**

1.3.1 Contractor shall provide a fully staffed and trained field office ready to deal with maintenance issues as they arise. Contractor is required to be able to act quickly when issues arise and call the participant into the office for a fast resolution. The expectation is to be able to replace all units that have been recalled from the field within 24 hours from the time of the recall. It is understood that participants have an active role in maintenance completion and that late reporting by the participant to the office can result in a delay beyond 24 hours.

1.3.2 Each device shall be checked prior to the participant leaving the office to ensure connectivity and tracking/monitoring compliance. Each device shall be returned to the manufacturer facilities for maintenance checks at intervals determined by the manufacturer. If the device shows any abnormality while in use in the field, it is to be immediately flagged for return and a new device installed on the participant. Upon return to the office, each device shall go through a detailed cleaning process and contractor inspection of each device for any signs of tampering and to determine if there are any mechanical defects.

1.4 **Contractor Service Centers shall provide:**

- 24 hours per day/7 days per week/365 days per year program monitoring and support

- Live, skilled staff to answer questions about participant activities, equipment, alerts, and notification
- Access via toll-free numbers, email, web, or chat
- On-demand, web-based systems training and product certification programs
- Secure, web-based access to participant data
- Multiple redundant servicing locations and staff located across the nation
- Caller ID and unique PIN identification
- Internet (VOIP) phone system for inbound and outbound calls
- Inbound and outbound call-recording for quality assurance and retrieval
- Real-time reporting for required actions and participant management
- Automated alert notifications to agencies and officers via text or email
- Daily Summary Reports via scheduled emails and accessible through Contractor's web-based system
- Self-service applications for case generation, troubleshooting, research, and problem solving
- Formal court reports
- Transition services during the first 90 days for new programs
- Best practices for inventory control and management
- Equipment-status management for returns, maintenance, and availability
- Vigilnet program operational support
- Consumable allocations based on product usage

1.5 Case Management

1.5.1 Case Management is needed for clients, providing instruction on use of equipment, monitoring any test results, monitoring locations, and keeping in communication with offenders. Contractor will create a case file for each client that would minimally contain the documents listed below. Contractor will provide accurate, reliable and timely web-based case management reports along with a glossary of report terms and abbreviations.

- Current financial information and financial worksheet (when applicable).
- enrollment notice
- schedule of client activities form
- verification of client hook-up to host monitor (when applicable)
- documentation for all approved absences from client's residence
- daily summary report during the time client is enrolled in services

- exit report

1.5.2 Contractor will complete a client intake and exit form for each client enrolled in the Electronic Monitoring (EM) program. The length of services for clients will be determined on an individualized basis by the referral source accessing services. Client intake process will include the following:

- referral form
- picture identification
- payment schedule (when applicable)
- signed client contract describing the client's responsibilities while receiving these services
- current financial information and financial worksheet (when applicable)
- enrollment notice
- schedule of client activities form
- verification of client hook-up to host monitor (when applicable)
- documentation for all approved absences from client's residence
- daily summary report during the time client is enrolled in services
- exit report

1.5.3 Contractor will provide real time online data on the client's location 24 hours a day, 7 days a week as well as when services have been severed (de-activated) by the client. Data will include: non-compliance; status report; enrollment and completion notice; abscond notice; and program termination.

1.6 **Technical Support & Customer Service Capabilities**

1.7 The County will be supported by a dedicated Account Manager (AM), who will be a liaison for the County, taking responsibility for account support, training, and program development. The AM will meet with designated County staff on a regular basis to conduct program development, modify referral procedures, address general service delivery issues, maintain communication regarding any operational issues and resolve any interagency and/or operational problems in a timely manner.

1.8 Provide dedicated help, support, and/or design and launch a program tailored specifically to Washington County's budget, policies, procedures, and goals, providing ongoing

training and support, assisting with research and reporting, and continually making expert recommendations to optimize Washington County's programs efficiency.

1.9 **Training**

1.9.1 Contractor will develop a training plan and program for relevant County staff that provides instruction and demonstration on the proper use, management and maintenance of the electronic monitoring tools, technology and/or systems. The training plan will address both initial and ongoing training provisions that factor in staff changes, upgrades to technology/systems, program modifications, trouble-shooting service disruption and malfunctioning equipment, etc.

1.9.2 Initial Training for new operators may be coordinated through agency liaisons at a mutually agreed upon time and location.

1.10 **Prison Rape Elimination Act (PREA) reporting**

1.10.1 Contractor shall provide the County Contract Administrator with a complete roster of all staff members, including interns, that will perform any work under this Agreement. Pursuant to the Washington County Jail, Washington County Community Correction Center and Washington County Juvenile Department's PREA related policies, all listed Contractor employees shall review the policies and complete County PREA training. The required training covers the sexual and physical safety rights of offenders who are in the custody of the Washington County Jail, Washington County Community Center or Harkins House program or youth who are referred to the Contractor by Juvenile Department staff. Regular PREA Training is available through the WCSO. Coordination for training may be established through the WCSO Jail Liaison.

The following will be required:

- Either:
 - Contractor shall provide PREA training for all newly hired staff prior to the staff member performing any work under this Agreement.
 - All employees should attend Washington County PREA training before beginning work under this contract. As approved by the County, work may begin but direct contact with the offender/inmate will be limited until properly employees has received PREA training.
- Contractor shall provide a training sheet to the County Contract Administrator indicating when an existing or new staff member has completed the training.

- Training will be conducted every two years for every staff member and proof provided to the County Contract Administrator.
- 1.10.2 Training materials are available on the Washington County Juvenile Department website at (<http://www.co.washington.or.us/Juvenile/PoliciesPublications/policies.cfm>)
- 1.10.3 Washington County Jail does not provide online training policies. Training will be available once per month. The awarded vendor will be responsible for scheduling training with Washington County Jail Representative.
- 1.10.4 Pursuant to the PREA Standards and related policies, all Contractor staff shall follow mandatory reporting requirements. Reporting shall be to the following individuals:
- All Washington County Jail prisoner allegations shall be reported to the jail PREA coordinator and jail command staff.
 - All Washington County Community Corrections Center residence allegations shall be reported to the PREA Coordinator and WCCCC administration.
 - All Harkins House youth allegations shall be reported in writing to the Division Manager for Custody Services.
 - All other Juvenile Department youth allegations shall be reported in writing to the Division Manager for Shelter Services.
- 1.10.5 If the documentation regarding PREA training is not received by the County Contract Administrator, the Agreement may be terminated immediately without recourse.
- 1.10.6 More information regarding the Federal Prison Rape Elimination Act can be found at <http://www.prearesourcecenter.org/>
- 1.11 **Web-Based Software**
- 1.11.1 Contractor will keep data on EM enrolled offenders through a web-based station at a secure, central location and strictly adhere to any/all Federal confidentiality rules and regulations that are applicable.
- 1.11.2 Mapping systems should be available in most common web and mobile designs to fit common searches such as Google, Firefox, Safari, etc. County staff may monitor offenders from a desktop computer, vehicle mounted computer system with air cards, or through a smart phone. Mapping systems need to be compatible for 24/7 remote monitoring.

1.12 Performance Objectives and Data Collection

- 1.12.1 County will monitor and analyze data on such items as timeliness of reports, notification and alerts; responsiveness to replacing malfunctioning equipment; occurrences of disrupted service and/or lack of equipment availability, and client fee collection rates.
- 1.12.2 The contractor will work with the County on GPS reliability or deficiencies, such as “thrown points”. This can occur in large buildings, or remote areas of the county. When this happens it produces a false alarm that indicates the offender is away from their authorized location when they are not.

1.13 Security of Confidential Information

- 1.13.1 All Contractor’s partners shall use industry monitoring tools that monitor network, application, database, and systems 24/7 with alarms and alerting.
- 1.13.2 All systems shall be monitored by firewalls and intrusion detection systems.
- 1.13.3 Contractor and their partners must have strict policies in their call centers to ensure that all participant data records are retained, stored, and disseminated in line with industry confidentiality guidelines. All employees are bound by confidentiality agreements. Vigilnet and partners do not release information to any parties who are not directly involved in the participant’s supervision without formal legal releases or subpoenas on file. This includes telephonic and written requests. All Vigilnet employees undergo background checks prior to being hired. Proper documentation will be provided upon request and as allowed by law.
- 1.13.4 Data Encryption. All information is to be encrypted using password protection that meets guidelines from the National Institute of Standard and Technology (NIST). Vigilnet partner web servers to use SSL certificates to ensure that all session data is encrypted and all host communications information is confidential..
- 1.13.5 All users shall have a username and password to access the system. Customers shall not have access to any systems operations areas and be restricted to their portal view of the data. .

1.14 Risk Mitigation

If a system upgrade or maintenance will impact system availability, a notification will be sent to customers at least 48 hours in advance.

- 1.15 Vigilnet and partners will develop a risk management plan and work with Washington County on its format, methodology, tools used, and Washington County’s involvement in risk prioritization. Contractor’s approach to risk management follows the Project Management Institute’s Product Management Body of Knowledge. Because risks can

come from so many sources, it's imperative that risk management process be collaborative.

1.16 In the event of a disaster, electrical, or equipment failure, the backup centers will go live as the recovery data centers within 20 seconds. Backup files are also created, and test restored to a backup server every 24 hours in order to ensure 100% backup validation.

1.17 **Reporting**

1.17.1 Reporting shall include:

- Daily Action Plan: On a daily basis, Vigilnet will work as guided by a Daily Action Plan (DAP) that contains an analysis of any violations and necessary actions pertaining to the previous day's activity. Exceptions to compliance and confirmed non-compliance events will be reported to Washington County personnel.
- CAM Activity Report: Compiles all participant compliance activity for a period of time.
- Compliance Summary: Supplies the number of confirmed noncompliance events for a given period of time or date range. This can run by agency or agent/officer.
- Usage Report: Compiles the number of participants started, added, inactivated, and ended for each caseload in an agency.
- Agency Activity Report: Displays the number of alerts generated by all participants assigned to an agent/officer for during a specified date range.
- Participant Office Download Schedule Report: Lists all of the manual data upload days for each participant in an agency.
- Non-Compliance Repm1: Combines all collected data related to an alcohol or tamper event.
- Client Report: Displays specific information for a single participant. This report is highly configurable using search filter in order to display specific information, such as alcohol graphs, unresolved alerts, all readings/messages, etc.
- Consumables by Location Report: Displays the number of "Battery/Faceplate" and "Adjustable Strap Replacement" kits that should be stocked at each of your servicing locations.
- Reports Applicable to CAM, Remote Breath, and House Arrest. The following reports are available for SCRAM CAM, SCRAM Remote Breath, and SCRAM House Arrest:
 - Caseload Management Calendar Report: Contains a calendar with the names of all participants with some type of scheduled activity during the next two weeks, such as an equipment installation, equipment maintenance, or equipment removal. This report can display all

participants with pending or upcoming activities for an entire agency or all participants with pending or upcoming activities that are being managed by a specific agent/officer.

- Clients Added/Removed Report: Supplies the user with a list of participants that have been added or removed from a device during a specified period of time.
- Client Snapshot Report: Provides an agency's current participant workload.
- Current Inventory Report: Assists as a checklist while conducting a physical inventory and verifying the status of all equipment. It can be sorted by device type and/or inventory status.
- Equipment by Status Report: Provides a unique point-in-time view regarding the number of devices. Improves the process of determining future orders, returns, and overall inventory status by listing the current equipment by status.
- Active Participants without Equipment Report: Lists all active participants that do not have equipment assigned to them.
- Equipment by Location Report: Provides a snapshot of where devices are located in each servicing location. This report can also be broken down by region if necessary.
- Monthly Device Assignments Report: Provides the necessary level of detail to reconcile the daily numbers that appear in the service/billing invoice sent to agencies each month. This report is available at the end of each month.
- Billing Summary Report: Provides a running count of the number of bracelets assigned for any given day during the current month. At the end of each month, this report is regenerated as the Monthly Billing Summary Report.
- Monthly Billing Summary Report: This report displays the daily number of participants being monitored using one of the SCRAM products. It is composed of the following sections:
 - Client Summary: Supplies a summarized view of a participant's performance for the selected time period or date range. This report can be run by agent/officer, agency, or court.
- Attenti GPS Reports should include:
 - Reports should be easily available to authorized users via a web-based platform that is always up to date because the database is updated directly by the servers in real time and does not batch updates. Preferable for officers and supervisors to view reports online, as well as download data and reports right to computers and printers.

- System Generated Daily Reports
 - Daily Event Summary Report and the Case Management Activity Report.
 - Daily Event Summary Report (DESR): The DESR is a summary of all violations and events generated the previous day. A summary graph introduces the report and sums up the total number of violations per participant and per office. The subsequent pages give more detailed information for each participant, including the event start and end times, the status, and the duration. Case Management Activity Report (CMAR): The CMAR provides all violation information and the notes entered in the Case Management Tool the previous day.
- Standard Reports
 - The reports should have selectable configuration options based on the data required.
 - Call History: The Customer Call History report is normally used as a management report. It provides Washington County with a summary of all calls placed to the Attenti Monitoring Center.
 - Case Management: Case Management reports detail alerts and events, whether they are resolved or unresolved, and the entries made in the Case Management module by the officers and by the monitoring center agents.
 - Equipment: Most of these reports provide information needed for inventory management; Equipment Summary Report lists all inventoried equipment—both assigned and unassigned—and is sortable by serial number, participant, officer, or office. Device call reports, charge reports, and GPS status reports are also included in this category.
 - Notifications: Notifications reports include summaries, escalations, contact checklists, and statistical data.
 - Rules: Rules reports are administrative reports that are beneficial for officers who want to ensure they have properly enrolled a participant.
 - Software Usage: These are management reports, used to manage staff, employees, and other resources of the agency's electronic monitoring program.
 - Tools Reports: These reports summarize entries in the EM Manager Call Tree and Move Offender tools.
 - Violations: Violation reports manipulate the fields of information related to violations, presenting the data in many different ways: how often, how many, by caseload, by participant, etc. These reports are highly

- customizable; the data can be sorted by caseload, participant, supervision level, or equipment.
- Offender Pay Report
 - Within the Offender Pay Module of EM Manager, a record of all charges and payments can be pulled for each individual participant, based on the Start and End Dates selected.
- System Generated Daily Reports
 - Daily Event Summary Report (DESR)
 - The DESR is a summary of all violations and events generated the previous day. A summary graph introduces the report and sums up the total number of violations per participant and per office.
- Participant Notification Breakdown Report (PNBR)
 - The PNBR provides all of the violations for an agency and the percentage breakdown for each violation.
- Standard Reports
 - Call History
- Customer Call History
 - This report details the customer's call history into the Attenti Monitoring Center by the Date Range and Resolved or Escalated call status selected. It lists the call ID, name of the caller, CSA (Customer Service Agent), call date and time, duration, category, and a summary of the call.
- Case Management Reports
 - Alert Addressed History
 - The purpose of this report is to display the date and time that alerts were generated, sent, and addressed in Case Management by the Officer or by the Monitoring Center. The criteria for selection are notification method(s), supervision level(s), and violation type(s).
- Offender Profile Repm1
 - The Offender Profile Report allows users to view information pertaining to a participant's demographics, assigned hardware, location information, and violations. Additionally, users are able to generate the report showing all violations or specific violations that occurred within the selected date range.
- Total Alert Actions
 - The report allows users to select an operator (Officer or Monitoring Center Agent), or all operators, and view the Case Note(s) that the operator has handled. Users will have the ability to

sort by Alert Time or by Handled Time. Additionally, users can opt to view Event Monitor Users Only or Summary Totals Only.

○ Unresolved Report

- This report lists all Case Notes that are unresolved for the date range specified. The report includes the Violation and Case Note information.

1.18 Inventory

1.18.1 The needed inventory will change throughout the life of the contract. The Contractor is expected to be able to provide enough units to meet the County's needs without delay. Surplus inventory is expected to be maintained to provide an immediate solution in the event of a broken unit.

1.18.2 Any additional units ordered to be kept on hand pending activation will be accounted for by the agency. A reasonable amount of time may be necessary to build up additional units for stand-by purposes but immediate activation needs should not be delayed more than 24 hours from request to activate, the exception being weekends and holidays.

1.19 Quality Assurance

1.19.1 The Contractor will implement a quality assurance plan that includes systematic monitoring and evaluation of the various aspects of the electronic surveillance, the equipment and the case management (when applicable) through documented activities in order to maximize the probability that minimum standards of quality are being attained by the process. A process for notifying County of disruptions in the operations and remedy information will be included in the quality assurance plan.

1.19.2 The plan should contain:

- Software Audit Trails
- Quarterly Customer Account Reviews
- Exit Surveys (when applicable)
- Measurement and Monitoring of Product
- Receiving Inspection and Testing
- In-process Inspection and Testing: All employees are responsible for the quality of the work they produce and to identify acceptance of their activity.
- Final Inspection and Testing: Final inspection and testing activities are the responsibility of the Contractor's employees. Additional inspections are done at the discretion of the Quality Manager, and do not reduce the responsibilities of department managers and supervisors. Department managers and supervisors are responsible for ensuring all inspection activities are carried out.

- Control of Nonconforming Product: Contractor should prevent the unintended use, installation or delivery of nonconforming product via source inspections, and material review board (MRB) processes. Nonconforming product is identified, documented, evaluated and prevented from being used or shipped.
- Analysis of Data: Collect and evaluate data used to determine the effectiveness of the Quality Assurance Plan and identify improvements that can be made.

1.19.3 Contractor must take corrective action to eliminate the cause of nonconformities in order to prevent recurrence. Corrective action taken is appropriate to the impact of the problems encountered. Corrective action processes should include:

- Identifying and reviewing nonconformities
- Determining the cause of nonconformities
- Evaluating the need for actions to ensure the nonconformities do not recur
- Determining and implementing the corrective action needed

1.20 **Equipment Damage**

1.20.1 The Contractor and offender or participant assume responsibility for costs associated with any damage, loss, and/or theft of the equipment as detailed in the pricing section of this document (page 16).

1.21 **Contract Monitoring**

1.21.1 The Contractor will cooperatively participate in the County's efforts to monitor contract performance, which includes the following methods:

- County may schedule on-site visits to review Contractor compliance with the Contract. Site visits are usually scheduled with Contractor, but may be conducted without notice. All site visit(s) will be conducted and performed with consideration and accommodations made to non-contracted or communal service areas and non-contracted housing occupants.
- County fiscal compliance reviews may be conducted to ensure that financial records, systems and procedures conform to Generally Accepted Accounting Principles and are in compliance with all County and State of Oregon audit and accounting requirements. Contract Closing

1.21.2 The Contractor is expected to provide a summary report of the expiring contract. The summary should include:

- Total Cost of Contract
- Cost per year
- Cost breakdown by agency

- Number of participants

1.21.3 At the end of the contract term, an RFP for Electronic Offender Monitoring Services will be issued. During the public solicitation and competition process a new vendor may be selected. If a new vendor is selected Vigilnet America LLC is expected to assist in the facilitation of the transfer to the new contractor. Vigilnet America LLC will not allow the County to be in a situation where an offender is unmonitored due to the transfer of services.

2 SECTION 2: PRICING INFORMATION

2.1 Billing and fee collection

2.1.1 Contractor will provide client billing and fee collection that includes:

- Establishing a fee schedule for self-pay clients on a sliding scale fee schedule that addresses the client's financial status.
- Collection of fees.
- Alerts to the referral source when a self-pay client is becoming delinquent in paying EM fees to the point that they are in jeopardy of being terminated from services.

2.2 Equipment Supply and Support Service Model

2.2.1 All equipment is supplied to the County with full access to Vigilnet web-based offender database(s). Training is provided to the County as outlined in Section 26.6.9 (RFP 2018.002) Training to ensure competency. It would be the County's responsibility to manage most aspects of the program including:

- Intake and Orientation
- Equipment Installation and Removal
- Equipment Maintenance
- Data Entry
- Vigilnet would still provide courtroom support

2.3 Full Service Case Management Service Model

2.3.1 It is the responsibility of Vigilnet to provide complete and total case management services to the County including all of the above responsibilities as well as all of the details included in the answers to the Local Office and Case Management related questions (RFP 2018.002 Vigilnet Response). Vigilnet would work with the County to help determine if improvements to existing policies relating to referrals, reporting, and officer notification on alerts should be made, and make adjustments as necessary.

In reference to the table below "A" is for Agency/County Cost and "P" is for Offender/Participant cost

Equipment Supply and Support Model

Equipment Supply and Support	0-100 daily units active (billed as 0-3,041 monitored days per	101-200 daily units active (billed as 3,042-6,083 monitored days per	201 + daily units active (billed as 6,084 or more monitored days per
GPS Monitoring – 1 Piece (multiple carriers)			
Passive	\$4.65 A Pay / \$7.00 P Pay	\$4.55 A Pay / \$6.00 P Pay	\$4.35 A Pay / \$7.00 P Pay
Hybrid	\$4.85 A Pay / \$7.00 P Pay	\$4.70 A Pay / \$7.00 P Pay	\$4.45 A Pay / \$7.00 P Pay
Active	\$4.95 A Pay / \$7.00 P Pay	\$4.75 A Pay / \$7.00 P Pay	\$4.60 A Pay / \$7.00 P Pay
GPS Monitoring – 2 Piece (multiple carriers)			
Passive	\$6.00 A Pay / \$7.00 P Pay	\$5.75 A Pay / \$7.00 P Pay	\$5.75 A Pay / \$7.00 P Pay
Hybrid	\$7.00 A Pay / \$8.00 P Pay	\$6.75 A Pay / \$8.00 P Pay	\$6.75 A Pay / \$8.00 P Pay
Active	\$7.25 A Pay / \$8.00 P Pay	\$7.00 A Pay / \$8.00 P Pay	\$7.00 A Pay / \$8.00 P Pay
SCRAM CAM Transdermal Alcohol	\$6.40 A Pay / \$8.00 P Pay	\$6.20 A Pay / \$8.00 P Pay	\$5.95 A Pay / \$8.00 P Pay
SCRAM CAM Transdermal RF/Curfew	\$6.70 A Pay / \$8.50 P Pay	\$6.40 A Pay / \$8.50 P Pay	\$6.15 A Pay / \$8.50 P Pay
SCRAM Remote Breath Breathalyzer	\$5.00 A Pay / \$6.50 P Pay	\$4.85 A Pay / \$6.50 P Pay	\$4.70 A Pay / \$6.50 P Pay
BI SL2 Breathalyzer	\$5.00 A Pay / \$6.50 P Pay	\$4.85 A Pay / \$6.50 P Pay	\$4.70 A Pay / \$6.50 P Pay
Wireless Attachment for SCRAM CAM	\$1.90 A Pay / \$2.00 P Pay	\$1.90 A Pay / \$2.00 P Pay	\$1.90 A Pay / \$2.00 P Pay
Ethernet connectivity for SCRAM CAM or Remote Breath	\$.30 A Pay / \$.50 P Pay	\$.30 A Pay / \$.50 P Pay	\$.30 A Pay / \$.50 P Pay
Radio Frequency (RF) stand-alone	\$2.95 A Pay / \$4.50 P Pay	\$2.75 A Pay / \$4.50 P Pay	\$2.60 A Pay / \$4.50 P Pay
Beacon for 1-piece GPS	\$.50 A Pay / \$.75 P Pay	\$.50 A Pay / \$.75 P Pay	\$.50 A Pay / \$.75 P Pay

Full Service Case Management Model

Full Service Case Management	0-100 daily units active (billed as 0-3,041	101-200 daily units active (billed as 3,042-6,083	201 + daily units active (billed as 6,084 or more monitored days per
GPS Monitoring – 1 Piece (multiple carriers)			
Passive	\$8.00 A Pay / \$9.50 P Pay	\$7.75 A Pay / \$9.50 P Pay	\$7.50 A Pay / \$9.50 P Pay
Hybrid	\$8.85 A Pay / \$10.00 P Pay	\$8.75 A Pay / \$10.00 P Pay	\$8.50 A Pay / \$10.00 P Pay
Active	\$8.85 A Pay / \$10.00 P Pay	\$8.50 A Pay / \$10.00 P Pay	\$8.25 A Pay / \$10.00 P Pay
GPS Monitoring – 2 Piece (multiple carriers)			

Passive	\$9.50 A Pay / \$10.00 P Pay	\$9.25 A Pay / \$10.00 P Pay	\$9.00 A Pay / \$10.00 P Pay
Hybrid	\$9.50 A Pay / \$11.50 P Pay	\$9.25 A Pay / \$11.50 P Pay	\$9.00 A Pay / \$11.50 P Pay
Active	\$9.50 A Pay / \$11.50 P Pay	\$9.25 A Pay / \$11.50 P Pay	\$9.00 A Pay / \$11.50 P Pay
SCRAM CAM Transdermal Alcohol	\$8.40 A Pay / \$10.00 P Pay	\$8.20 A Pay / \$10.00 P Pay	\$7.90 A Pay / \$10.00 P Pay
SCRAM CAM Transdermal RF/Curfew	\$8.85 A Pay / \$10.00 P Pay	\$8.55 A Pay / \$10.00 P Pay	\$8.30 A Pay / \$10.00 P Pay
SCRAM Remote Breath Breathalyzer	\$6.50 A Pay / \$7.50 P Pay	\$6.35 A Pay / \$7.50 P Pay	\$6.20 A Pay / \$7.50 P Pay
BI SL2 Breathalyzer	\$6.50 A Pay / \$7.50 P Pay	\$6.35 A Pay / \$7.50 P Pay	\$6.20 A Pay / \$7.50 P Pay
Wireless Attachment for SCRAM CAM	\$1.90 A Pay / \$2.00 P Pay	\$1.90 A Pay / \$2.00 P Pay	\$1.90 A Pay / \$2.00 P Pay
Ethernet connectivity for SCRAM CAM or Remote Breath	\$.30 A Pay / \$.50 P Pay	\$.30 A Pay / \$.50 P Pay	\$.30 A Pay / \$.50 P Pay
Radio Frequency (RF) stand-alone	\$5.95 A Pay / \$7.50 P Pay	\$5.75 A Pay / \$7.50 P Pay	\$5.60 A Pay / \$7.50 P Pay
Beacon for 1-piece GPS	\$.50 A Pay / \$.75 P Pay	\$.50 A Pay / \$.75 P Pay	\$.50 A Pay / \$.75 P Pay

WCSCO Sliding Fee Scale for Clients with Multiple Units

1 Piece Active GPS Unit plus either	SCRAM Mobile Breath or BI SL2	or	SCRAM CAM Transdermal Alcohol Bracelet	
	Hourly Wage			
	\$8.99 or less	\$14.00	or	\$16.00
	\$9.00 - \$10.99	\$15.00	or	\$17.00
	\$11.00 - \$12.99	\$16.00	or	\$18.00
	\$13.00 - \$14.99	\$17.00	or	\$19.00
	\$15.00 - \$16.99	\$18.00	or	\$20.00
	\$17.00 - \$18.99	\$19.00	or	\$21.00
	\$19.00 - \$20.99	\$20.00	or	\$22.00
	\$21.00 - \$22.99	\$21.00	or	\$23.00
\$23.00 - \$24.99	\$22.00	or	\$24.00	
\$24.99 and up	\$23.00	or	\$25.00	

Optional Sliding Fee Scale for Client Funded Program

Optional Washington County Sliding Fee Scale for Offender Funded Program Pre-Trial and Sanctioned Clients			
Monthly Income Range (start at 0 and go up to at least \$10,000)	Daily Rate for Transdermal Alcohol	Daily Rate for GPS	Daily Rate for Breathalyzer
\$0.00 - \$750.00	\$10.00	\$9.00	\$7.00
\$751.00 - \$1,500.00	\$11.50	\$10.50	\$8.50

\$1,501.00 - \$2,250.00	\$13.00	\$12.00	\$10.00
\$2,251.00 - \$3,000.00	\$14.50	\$13.50	\$11.50
\$3,001.00 - \$3,750.00	\$16.00	\$15.00	\$13.00
\$3,751.00 - \$4,500.00	\$17.50	\$16.50	\$14.50
\$4,501.00 - \$5,250.00	\$19.00	\$18.00	\$16.00
\$5,251.00 - \$6,000.00	\$20.50	\$19.50	\$17.50
\$6,001.00 - \$6,750.00	\$22.00	\$21.00	\$19.00
\$6,751.00 - \$7,500.00	\$23.50	\$22.50	\$20.50
\$7,501.00 - \$8,250.00	\$25.00	\$24.00	\$22.00
\$8,251.00 - \$9,000.00	\$26.50	\$25.50	\$23.50
\$9,001.00 - \$9,750.00	\$28.00	\$27.00	\$25.00
\$9,751.00 - \$10,500.00	\$29.50	\$28.50	\$26.50
\$10,501.00 and over	\$31.00	\$30.00	\$28.00

Vigilnet acknowledges that there will be a 5% equipment loss allowance for this RFP and understands that Vigilnet is responsible for the cost of all lost leased equipment up to 5% of the County's caseload, pursuant to the formula below. Please note the calculation would apply for each equipment type (i.e GPS, CAM, Base Station, Remote Breath). An audit would be conducted annually, on a calendar year basis, and the report could be provided by Vigilnet to Washington County for review.

(Total days monitored for year for equipment type) divided by (365 calendar days) times 5% (.05) = number of lost (equipment type) allowed at no cost to agency.

The County will bear responsibility for all lost or damaged leased equipment in excess of 5% at the rates listed below. Vigilnet will have participants sign a document accepting financial liability at the time of installation.

Equipment Type Replacement Cost (leased equipment only)

ATTENTI TD4 One-Piece GPS Bracelet	\$850.00
SCRAM CAM Bracelet	\$1,200.00
SCRAM GPS Bracelet	\$540.00
SCRAM Remote Breath	\$845.00
BI SL2 Mobile Breathalyzer	\$520.00
SCRAM Wireless Base Station	\$650.00
Cellular Attachment for SCRAM CAM	\$350.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Quinn Insurance Inc 11815 M Street, Suite 200 Omaha, NE 68137	CONTACT NAME: Eva Bennett PHONE (A/C, No, Ext): (402) 894-5087 FAX (A/C, No):		
	E-MAIL ADDRESS: ebennett@quinninsurance.com		
INSURED Vigilnet America LLC 4862 S. 96th Street, Suite 2 Omaha, NE 68127	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lloyd's of London		
	INSURER B: The Ohio Casualty Insurance Company		24074
	INSURER C: Ohio Security Insurance Company		24082
	INSURER D: National American Insurance Company		23663
INSURER E:			
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ITR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		CJ10049718	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		BAS58867699	08/01/2018	08/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ESO58867699	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	CW41880026	08/01/2018	08/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liability			CJ10049718	08/01/2018	08/01/2019	Prof. Liability \$ 5,000,000
A	Liability			CJ10049718	08/01/2018	08/01/2019	Abuse/Molestation \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Washington is hereby named as Additional Insured on the General Liability and Auto Liability policies when required in a written contract or agreement. Umbrella is Excess over the Automobile and includes Additional Insured language.

CERTIFICATE HOLDER County of Washington 155 N First Avenue Ste 270 Hillsboro, OR 97124	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement # effective 08/01/18
Issued To: Vigilnet America, LLC; Vigilnet Leasing, LLC

forms a part of Policy # CJ10049718

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

CRIMINAL JUSTICE SYSTEM OPERATIONS LIABILITY POLICY

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
3. Coverage provided by this endorsement to an additional insured shall be primary and on a non-contributory basis

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or "damages" arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



**WASHINGTON
COUNTY,
OREGON**

Proposal submissions will not be accepted in electronic form. All submissions must be delivered in hard copy in accordance with the instructions of the document.

REQUEST

FOR

PROPOSALS

Electronic Monitoring Services

FOR

WASHINGTON COUNTY, OREGON

PROPOSAL DUE BEFORE: 3:00 pm, Friday, August 3, 2018

(NO. 2018.002P)

PLEASE NOTE:

Copies of solicitation documents obtained from sources other than the Washington County Purchasing Division or ORPIN are not valid documents.

COPY OF LEGAL ADVERTISEMENT

WASHINGTON COUNTY, OREGON
REQUEST FOR PROPOSALS
(No. 2018.002P)

Washington County, Oregon is requesting sealed proposals from qualified firms for a 1 year Contract, with the possibility of two additional two year extensions, to provide Electronic Monitoring Services to various County departments.

Proposals must be received before **3:00 pm Friday, August 3, 2018** in the Washington County Purchasing Division Office, 1890 Building, 180 East Main St., Suite 226, MS 28, Hillsboro, OR 97123. Proposals received after the designated time and date, per the official bid clock located in Purchasing, will be returned unopened.

The County may reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all proposals upon a finding of the County it is in the public interest to do so.

A copy of the Request for Proposal document is posted on the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov>. Proposal documents can be viewed and downloaded from the ORPIN site. Proposers are responsible for checking the ORPIN site for any addendums before submitting their proposals.

The Washington County Board of Commissioners reserves the right to reject any and all proposals and to waive any and all informalities in the best interest of the County.

Dated this 11th day of July, 2018.

Nick Ioanna
Senior Buyer
Phone: (503) 846-3585

Published: July 11, 2018

DAILY JOURNAL OF COMMERCE and ORPIN

GENERAL INSTRUCTIONS TO PROPOSERS

The following instructions, terms and conditions apply to all proposals to provide either goods or services to Washington County.

1 ELECTRONIC COPIES

- 1.1 Electronic copies of the solicitation documents are available through the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov>.
- 1.2 All addenda will be posted electronically on ORPIN. Proposers should check ORPIN to verify they have all addenda and review the Question and Answer folder before submitting their proposals. All submittals by the proposer must be in hard copy form.

2 PRECEDENCE OF PROPOSAL DOCUMENTS

- 2.1 The order of precedence of documents is as follows:
 1. Special Instructions
 2. Standard Contract Terms & Conditions
 3. Specifications/Scope of Work
 4. General Instructions

3 COPIES OF PROPOSAL DOCUMENTS

- 3.1 Documents obtained from sources (such as directly from other contractors) other than the Washington County Purchasing Division or the Oregon Procurement Information Network (ORPIN) are not valid proposal documents. It is the proposer's responsibility to ensure they are listed as an interested party on the ORPIN website for a particular project in order to receive notification of all addenda as well as additional relevant information.

4 LAWS AND REGULATIONS

- 4.1 The proposer is assumed to be familiar with all Federal, State, County or City laws or regulations, which in any manner affect those engaged or employed in the work or the materials or equipment used or which in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance thereof. If the proposer shall discover any provision in these specifications or project information, plans or contract documents which is contrary to or inconsistent with any law or regulations, they shall report it to County in writing.
- 4.2 All work performed by the contractor shall be in compliance with all Federal, State, County and local laws, regulations and ordinances. Unless otherwise specified, the contractor shall be responsible for applying for applicable permits and licenses.

GENERAL INSTRUCTIONS TO PROPOSERS

5 COOPERATIVE PURCHASING

- 5.1 Pursuant to the intent of Oregon Revised Statutes, Chapter 279A.200, any publicly funded city, county, district, agency or similar entity shall have the authority to purchase specified goods/services directly from contractor under the terms and conditions of this contract.
- 5.2 The proposer agrees to extend identical pricing and services to other public agencies for the same terms.
- 5.3 Each contracting agency will execute a separate contract with the successful proposer for its requirements. Any ordering and billing shall take place directly between the proposer and such entity.
- 5.4 Any proposer, by written notification at the time of the proposal due date and time, may decline to extend the prices, services and terms of this proposal to any, and/or all other public agencies.

6 RECYCLED MATERIALS AND SUSTAINABLE PRODUCTS AND PROCESSES

- 6.1 Contractor shall use recycled and recyclable products to the maximum extent economically feasible during the performance of the Contract.
- 6.2 Washington County prefers materials or supplies manufactured from recycled materials if the recycled product is available, and it meets the requirements set forth in the Specifications.
- 6.3 Washington County supports and encourages the use of sustainable products by the Contractor. To contribute to a clean environment for present and future generations, Contractor shall utilize sustainable products to the maximum extent feasible during the performance of this Contract. Products and practices utilized by the Contractor shall be based upon long-term environmental impact, social costs, and operational costs.

7 SPECIFICATION PROTEST PROCESS

- 7.1 Delivery: A proposer must deliver a protest of specifications to the County in writing no later than seven (7) calendar days prior to the proposal due date as follows:

Specification Protest
Proposal#: 2018.002P
Washington County Purchasing Division
ATTN: Purchasing Supervisor
180 East Main St., Suite 226 MS 28
Hillsboro, Oregon 97123

GENERAL INSTRUCTIONS TO PROPOSERS

- 7.2 Content: A proposer's written protest must include:
- 7.2.1 A detailed statement of the legal and factual grounds for the protest;
 - 7.2.2 Description of the resulting prejudice to the proposer; and
 - 7.2.3 A statement of the form of relief requested or any proposed changes to the specifications.
- 7.3 County Response: The County may reject without consideration a proposer's protest after the deadline established for submitting protest. The County shall provide notice to the applicable proposer if it entirely rejects a protest. If the County agrees with the proposer's protest, in whole or in part, the County shall either issue an addendum reflecting its determination or cancel the solicitation.
- 7.4 Extension of Closing: If the County receives a written protest from a proposer in accordance with this rule, the County may extend closing if the County determines an extension is necessary to consider the protest and to issue addenda, if any, to the solicitation document.
- 7.5 Judicial review of the County's decision relating to a specification protest shall be in accordance with ORS 279B.405.

8 PROPRIETARY INFORMATION

- 8.1 The County is subject to the Oregon Public Records Law (ORS 192.410 to 192.505), which requires the County to disclose all records generated or received in the transaction of County business, except as expressly exempted in ORS 192.501, 192.502, or other applicable law. Examples of exemptions that could be relevant include trade secrets (ORS 192.501 (2)) and computer programs (ORS 192.501(15)). The County will not disclose records submitted by a Proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.
- 8.2 The entire RFP cannot be marked confidential, nor, shall any pricing be marked confidential.
- 8.3 All pages containing the records exempt from disclosure shall be marked "confidential" and segregated in the following manner:
- 8.3.1 It shall be clearly marked in bulk and on each page of the confidential document.
 - 8.3.2 It shall be kept separate from the other RFP documents in a separate envelope or package.
 - 8.3.3 Where this specification conflicts with other formatting and response instruction specifications, this specification shall prevail.

GENERAL INSTRUCTIONS TO PROPOSERS

- 8.3.4 Where such conflict occurs, the Proposer is instructed to respond with the following: "Refer to confidential information enclosed."
- 8.3.5 This statement shall be inserted in the place where the requested information was to have been placed.
- 8.4 Proposers who desire that additional information be treated as confidential must mark those pages as "confidential", cite a specific statutory basis for the exemption, and the reasons why the public interest would be served by the confidentiality. Should a proposal be submitted as described in this section no portion of it can be held as confidential unless that portion is segregated as described in the criteria in 8.3 above.
- 8.5 Notwithstanding the above procedures, the County reserves the right to disclose information that the County determines, in its sole discretion, is not exempt from disclosure or that the County is directed to disclose by the County's Attorney, the District Attorney or a court of competent jurisdiction. Prior to disclosing such information, the County will notify the Proposer. If the Proposer disagrees with the County's decision, the County may, but is not required to enter into an agreement not to disclose the information so long as the Proposer bears the entire cost, including reasonable attorney's fees, of any legal action, including any appeals, necessary to defend or support a no-disclosure decision.

9 RECEIPT OF PROPOSALS

- 9.1 All proposals must be in a sealed envelope or appropriate packaging and addressed to the Washington County Purchasing Division address below. The name and address of the proposer should appear on the outside of the envelope. The outside lower left-hand corner should state the RFP title and number and the RFP due date and time.
- 9.2 The proposal can be mailed or delivered to:

Washington County Purchasing Division
1890 Building
180 East Main St., Suite 270, MS #28
Hillsboro, OR 97123

- 9.3 All mail addressed to Washington County, including FedEx and UPS deliveries etc., is automatically delivered to the County's central mailroom where it is sorted and disbursed to the individual County locations and staff. It is the sole responsibility of the proposer to ensure proposals are received at the location above by the due date and time. Receipt of proposal documents in the central mailroom is not sufficient.

10 PHONE PROPOSALS, LATE PROPOSALS OR MODIFICATIONS

- 10.1 Late proposals or modifications of proposals will be handled in the following manner:

GENERAL INSTRUCTIONS TO PROPOSERS

10.1.1 It is the sole responsibility of the proposer to ensure receipt of proposals by the County at the specified time and location. Proposals received after this time will not be considered and will be returned unopened.

10.2 Any modification of a proposal is subject to the same conditions set forth in 10.1.1 above.

10.3 Phone proposals will not be accepted. FAX or electronically transmitted proposals will not be considered unless authorized by the special instructions.

11 CERTIFICATION AND CONTRACT OFFER

11.1 An individual of the company who is authorized to legally obligate the company must sign the certification and contract offer in ink before an award will be made.

11.2 An offer will not be considered for award where the certification has been omitted, modified or not properly signed prior to presentation to the County Administrator or Board of Commissioners for award.

12 PERIOD PROPOSAL SHALL REMAIN VALID

12.1 All proposals shall remain firm for a period of 180 calendar-days after date specified for receipt of proposals.

13 OWNERSHIP AND USE OF DOCUMENTS

13.1 All documents submitted to the County shall become public records, subject to disclosure, unless otherwise protected pursuant to the Oregon Public Records Law.

14 ACCEPTANCE, REJECTION OR CANCELLATION OF AWARD

14.1 Washington County reserves the right to accept or reject any or all proposals received as a result of this RFP and to negotiate with any qualified proposer(s) for all or part of the requested goods and services. All proposals become the property of the County.

14.2 This RFP does not commit the County to award a contract or to pay any costs incurred by companies responding. Washington County reserves the right to cancel award of this contract at any time before execution of the contract if cancellation is deemed to be in the County's best interests. In no event shall the County have any liability for the cancellation of the award. All costs of the proposal process, interviews, contract negotiations, and related expenses are the responsibility of the proposer.

14.3 Acceptance of a proposal is subject to budget approval, appropriation and budgetary constraints.

GENERAL INSTRUCTIONS TO PROPOSERS

15 RIGHTS OF BOARD OF COMMISSIONERS

- 15.1 The Board of Commissioners expressly reserves the following rights:
- 15.1.1 To waive irregularities in the proposals submitted.
 - 15.1.2 To cancel the procurement or reject any proposals or portions thereof in accordance with ORS 279B.100.
 - 15.1.3 To base awards with due regard to quality of services, experience, compliance with specifications, proposal response, and other such factors as necessary in the circumstances.
 - 15.1.4 To make the award to any proposer whose proposal, in the opinion of management and the Board, is in the best interest of the County.
 - 15.1.5 To negotiate contract terms and conditions.

16 QUALIFICATIONS/INVESTIGATION OF REFERENCES/RESPONSIBLE PROPOSER

- 16.1 Qualifications of proposers will be evaluated when determining the award. Proposers may be required to produce acceptable personal, business, and credit references and completed examples of previous work of a similar nature.
- 16.2 The County reserves the right to investigate references and to consider the past performance of any proposer with respect to its performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of services on schedule, and its lawful payment of employees and workers whether or not specifically listed by the proposer.
- 16.3 Before awarding a contract, the County shall determine that the apparent successful proposer has met the requirements of responsibility outlined in ORS 279B.110.

17 AWARD RECOMMENDATION

- 17.1 The notice of intent to award will be posted on the ORPIN website at least seven (7) days before the award of the contract. See Section 19 of this section for protest of award.
- 17.2 The decision by the Board or the County Administrator to award the contract shall constitute the final decision of the County to award the contract.

GENERAL INSTRUCTIONS TO PROPOSERS

18 INSPECTION OF PROPOSALS

- 18.1 Subject to the provisions of the Oregon Public Records Law, all proposals received will be available for public inspection after the notice of intent to award has been published. Public inspection of hard copy files is by appointment only. If possible, proposals will be provided via an electronic link.
- 18.2 Copies of material from proposal files may be obtained from the Washington County Purchasing Division upon payment of a charges based upon the current County Fee Schedule.
- 18.3 Prepayment is required for mailing copies of materials from the proposal files.

19 PROTESTS AND JUDICIAL REVIEW OF CONTRACT AWARD

- 19.1 Purpose. The award by the Washington County Board of Commissioners of the contract shall constitute a final decision of the County to award the contract if no written protest of the award is filed. A proposer may protest the award of a contract, or the intent to award of a contract, whichever occurs first, if the conditions set forth in ORS 279B.410(1) are satisfied. A proposer must file a written protest with the County and exhaust all administrative remedies before seeking judicial review of the County's contract award decision.
- 19.2 Delivery. A proposer must deliver a written protest to the Washington County Purchasing Supervisor within seven (7) days after issuance of the notice of intent to award the contract.
- 19.3 Content of Protest. A proposer's written protest shall specify the grounds for the protest to be considered pursuant to ORS 279B.410(2). Proposer may not protest the content of specifications in an award protest. Proposers may protest only deviations from laws rules, regulations, or procedures including procedures set out in this RFP. Disagreement with the scoring by the Selection Committee is not a basis for protest. Protests must specify the grounds for the appeal including the specific citation of law, rule, regulation, or procedure upon which the protest is based.
- 19.4 County Response. The County shall not consider a proposer's contract award protest submitted after the timeline established for submitting such protest. The County shall issue a written disposition of the protest in a timely manner as set forth in ORS 279B.410(4). If the County upholds the protest, in whole or in part, the County may in its sole discretion either award the contract to the successful protestor or cancel the procurement or solicitation. The County shall not consider any protest against award based on the content of specifications.
- 19.5 Judicial Review. Judicial review of the Board's or its designee's decision relating to a contract award protest shall be in accordance with ORS 279B.415.

GENERAL INSTRUCTIONS TO PROPOSERS

20 NEGOTIATION WITH AWARDED CONTRACTOR(S)

- 20.1 The County reserves the right to negotiate final contract terms with the awarded contractor to the fullest extent allowed by law and as in the best interest of the County.

21 CONTRACTOR'S RESPONSIBILITY

- 21.1 It is understood that the specifications and other contract documents do not purport to control the method of performing the work, but only the requirements as to the nature of the completed work. The contractor assumes the entire responsibility for the method of performing the work. Suggestions as to the method included in the contract documents shall be deemed advisory only and the feasibility of such methods, or the lack thereof, shall not affect the contractor's liability, or status as independent contractor, and contractor will remain responsible for the cost of all permits unless otherwise specified.
- 21.2 Contractor agrees to meet the highest standards prevalent in the industry or business most closely related to the goods or services of this proposal.

SPECIAL INSTRUCTIONS TO PROPOSERS

In addition to the enclosed project/proposal information and general instructions, the following special instructions apply to this proposal only.

22 PROPOSED TIMELINES

DATE	ACTIVITY
July 11, 2018	Date of Legal Advertisement
Seven (7) calendar days before proposal due date	Submit Protest to Specifications
Seven (7) calendar days before proposal due date; before 5 p.m. (PST)	Last Day to Submit Questions
3:00 PM, Friday, August 3, 2018	Proposal Due Date
August 6 – August 17, 2018	Evaluation Process
Week of August 20 th 2018	Potential interviews / demonstrations
Seven (7) calendar days before award of contract	Notice of Intent to Award
September 4, 2018	Award Recommendation to County Administrator or Board of Commissioners

- 22.1 The County reserves the right to modify this schedule at the County's discretion. Proper notification of changes to the due date will be made to all parties that have received the proposal directly from the County or from ORPIN.

23 CONTACT PERSON

- 23.1 Direct all questions regarding the meaning or intent of the solicitation documents in writing to the contact person, Nick Ioanna, Senior Buyer.

E-mail: wcpurchasing@co.washington.or.us

Fax: (503) 846-8329

Phone: (503) 846-8734

24 INTERPRETATIONS AND ADDENDA

- 24.1 If necessary, interpretations or clarifications in response to questions will be issued by addenda. Questions received less than seven (7) calendar days before the proposal due date may not be answered unless the County determines, in its sole discretion that it is in its best interests to do so. Oral and other interpretations or clarifications will be without legal effect.
- 24.2 Any amendment(s) to or error(s) in the RFP called to the attention of the County will be added to or corrected by written addendum and posted to ORPIN. The County may also issue addenda to modify the proposal documents, as it deems advisable.
- 24.3 Receipt of addenda must be acknowledged on the certification and contract offer form.

SPECIAL INSTRUCTIONS TO PROPOSERS

- 24.4 Proposers shall be solely responsible to check for and download all addenda, if any, from the ORPIN web site at <http://orpin.oregon.gov> , prior to submitting their proposals.

25 RESPONSE FORMAT

- 25.1 The proposal shall be prepared succinctly, providing a straight forward, concise description of the proposer's ability to meet the requirements of the RFP. There should be no unnecessary attachments or exhibits.
- 25.2 The proposal should contain not more than 40, double-sided 8.5 x11, pages of written material (excluding biographies and brochures which may be included in an appendix) describing the ability of the proposer to perform the work described. The minimum font shall be twelve (12) point single spaced and the minimum margins shall be one (1) inch on all sides.
- 25.3 Proposals should be submitted on double-sided recyclable paper (post consumer content). Submittals shall be bound by staple, band or binder clip and shall consist of paper only. All binders, plastic separators, non-recyclable material, etc. are discouraged. Submittals are not evaluated on the aesthetic of the package.

26 PROPOSAL CONTENT

To facilitate evaluation, please prepare your proposal according to the format outlined below:

- 26.1 Letter of Transmittal/Cover Letter Should include the following:
- 26.1.1 Structure or type of business entity and name(s) of the person(s) authorized to represent the Proposer in any negotiations
 - 26.1.2 Name(s) of the person(s) authorized to sign any contract that may result
 - 26.1.3 Contact person's name, mailing or street addresses, phone numbers, and email address
 - 26.1.4 Statement that no redactions are requested, if applicable
 - 26.1.5 A legal representative of the Proposer, authorized to bind the firm in contractual matters, must sign the Cover Letter
- 26.2 Certification and Contract Offer. (Attachment A, Proposal Response Packet) Failure to sign and submit this form may be cause for rejection.
- 26.3 Qualifications and Experience: List qualifications and experience of firm. Identify key project personnel by name, title, work they will perform, and describe their relevant experience and percentage of each person's time that will be committed to the project. The proposal shall include sections addressing the project team's organization, personnel, experience, and capabilities.

SPECIAL INSTRUCTIONS TO PROPOSERS

- 26.4 Provide plan for an orderly transition from the current contractor, and a plan for a transition to a successor in the event of non-renewal or termination of contract. Supply detailed plans and timetables that ensure continuity of service at the time of service transition.
- 26.5 **References (10 Points):** Describe similar services provided with particular emphasis on jurisdictions with similarities to Washington County. List the firm name, address, contact person, and telephone number for three (3) similar services. References must be for services provided within the last five (5) years. List any contracts terminated for cause within the same time period and include the reason why.
- 26.6 Respond to the following proposal questions, proposers should ensure that their responses cover the requirements given in Section 35 –Scope of Services;

26.6.1 Remote Service Center (15 points)

Describe Remote Service center and help desk facilities:

- Describe remote access abilities, reports and alert process
- Detail 24/7/365 coverage
- Describe technical support and customer service capabilities
- Security of confidential information (hard copy and online)
- Detail your data recovery plan (power failures, system failures, natural disasters, unauthorized access, etc.) to include secondary data center abilities

26.6.2 Reporting (20 points)

Describe the reporting abilities of the proposed system:

- Describe query capabilities and custom settings.
- Describe the reporting capabilities, the various reports which reflect real-time data and stored reports for review later.
- Describe the monitoring application that receives stores and distributes monitoring data.
- Explain the process of enrolling and un-enrolling individuals into the supervision program and the ability to display, analyze and evaluate the monitoring data.
- Describe the cost of reporting this data.

26.6.3 Local Office and Case Management (25 points)

Washington County will require Contractor to establish and staff a local office:

- Describe plan to provide a local office within 4 blocks of the Washington County Jail.
 - County may provide approximately 800 square feet of office space on the first floor of the Washington Street Conference Center and Parking Structure located directly across from the Law Enforcement Center/Jail if it's is economically feasible. Provide analysis of cost-benefit of using the

SPECIAL INSTRUCTIONS TO PROPOSERS

office space, or providing local office support. The County's expectation is that the local office be staffed Monday-Friday, excluding holidays. Use of the County's space will require a signed lease agreement and liability insurance for use of space. The lease would include space, systems furniture, janitorial, and utilities. The cost of real property taxes would be billed by the County to the occupant annually.

- Describe where your offices and monitoring systems are located. Explain in detail the ability to adequately staff your equipment and hours the office and monitoring system are open.
- Describe the ability to maintain inventory.
- Describe in detail your monitoring system and your ability to give full case management.
- Explain what is included in your case management process and what will be provided. Is the case management a package deal or does it have separate entities?
- What does your company's case management include?

26.6.4 Tracking System (50 points)

Describe in detail your recommended tracking system(s):

- Explain how the equipment can detect deliberate blocking of signals.
- Describe how all straps utilized to attach the equipment are designed to generate alerts if cut, severed, or removed.
- Describe the accuracy of enrollee locations, length of time to receive one set of coordinates per minute, the ability of unit to monitor in passive, active or hybrid modes.
- Describe historical logs to include calls, emails and client data.
- Explain how much information can be stored and for how long.
- Describe the process to enter exclusion and inclusion zones. Illustrate the unit's ability to store exclusion and inclusion zones in its memory, and describe the installation of tool.
- Explain how the tracking system detects and records tampers.
- Explain in detail the difference between Passive, Active and Hybrid tracking systems, who should use each device and how interchangeable they are.
- Describe the tracking capability of an alternate or automatic means of location tracking when the signal is masked or obscured.
- Describe Inclusion and Exclusion zone abilities.

26.6.5 Alcohol Monitoring (40 points)

Describe the alcohol monitoring devices, including the breath alcohol test and the video verification system:

- Discuss the random, scheduled or on demand testing and if the offender can be retested for missing a test or to verify positives.

SPECIAL INSTRUCTIONS TO PROPOSERS

- What is the length of time to report results?
- Describe the ability of this tool to verify facial recognition, the ability to report even from very remote locations and the reliability of the breath tester.
- Describe the transdermal alcohol transmitter and if there are tamper proof methods and tamper-proof resistant technology:
- Explain the reliability of this tool and the retrieval of available data.
- Describe your continuous alcohol monitoring system and how often the offender's perspiration is reported.

26.6.6 Maintenance (40 points)

- Explain the procedures for maintaining all equipment in working order, ensuring that equipment is available to meet the demand and keep the County supplied with the latest versions of technology:
- Describe your policy for lost or damaged equipment and what the charges are, and how you recoup your costs from the offender for the lost equipment.
- Describe the turn-around time for replacing equipment.
- Describe supplies, shipping, and replacement procedures.

26.6.7 Batteries / Waterproofing / Shock Resistance (20 points)

Provide information on the device, address:

- The battery for each of the electronic monitoring tools including installation of the battery, replacement batteries, the battery's life, how long a single charge will last, length of time to recharge a battery, process of notifying staff and/or the offender that the battery is getting low and the process if the battery becomes completely depleted.
- Explain the option to provide low charge notification to department only (not the offender) when the battery is low versus notification to both the offender and the department.
- Explain the memory of the tool, how long data will be stored and if data is lost if power is lost.
- Describe waterproofing and shock resistance features.

26.6.8 Mobile Monitoring Device (20 points)

Give details about the application which enables officers to download and install on a smart phone platform, enabling the execution of basic monitoring functions without a computer.

- Define software system requirements.
- Describe Monitoring abilities.

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26.6.9 Training (15 points)

Explain your initial training program and continuous training throughout the contract.

- Describe the time commitment for the training, the site for the training and the training materials.
- Describe any on-line training and any training videos which may be available.

26.6.10 Fiscal Management (10 points)

Explain the ability to manage billing fee collections including the payment plan options, (i.e. daily fee, sliding scale, indigents and flexible payment plans).

- Describe your company's policies on the sliding scale procedures how the sliding fee is determined and include a copy of your sliding fee schedule.
- Describe billing reports, reconciliation procedures.

27 GUIDELINES FOR PROPOSAL SUBMITTAL AND RECEIPT

- 27.1 To be considered for this contract, each proposer must submit 6 copies of its complete proposal document, and one copy clearly marked as the original, for a total of 6 copies. An electronic copy in Adobe Acrobat (PDF) or Microsoft Word format in the sequential order of the proposal with a separate folder for any proprietary information should also be included. The electronic copy can be on a USB drive or CD and included with the copies of the proposal response. Proposals must be addressed and mailed or hand-delivered to:

Nick Ioanna; Senior Buyer
Washington County Purchasing Division
1890 Building
180 East Main Street, Suite 226, MS 28
Hillsboro, Oregon 97123

- 27.2 Proposals must be physically received at the above location by 3:00 PM, Friday, August 3, 2018. A postmark is not sufficient.
- 27.3 Proposals received after the designated time and date will be returned unopened.
- 27.4 Proposers are required to submit the proposal forms furnished in this RFP document. Please retain a copy for your records.
- 27.5 Proposals will not be read aloud.
- 27.6 Each submittal shall contain the following:
- 27.6.1 All proposal response forms, including the signed and dated certification and contract offer sheet. All addenda must be acknowledged on the certification and contract offer.

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27.6.2 Responses to Article 26 - Proposal Content

27.6.3 Insurance Requirements Certification form and Sustainability Questionnaire

27.6.4 Failure to submit any of the required items may be grounds for rejection of the proposal.

28 EVALUATION CRITERIA AND SELECTION PROCESS

28.1 All proposals will be reviewed by staff from various County Departments and the Purchasing Division based on the following criteria. Each evaluation criteria has been assigned points based on its relative value to the contract as a whole. The criteria and the associated points are listed in the table below:

CRITERIA	POINTS
<u>Remote Service Center and Help desk</u>	15
<u>Reporting</u>	20
<u>Local Office and Case Management</u>	25
<u>Tracking System</u>	50
<u>Alcohol Monitoring</u>	40
<u>Maintenance</u>	40
<u>Batteries / Waterproofing / Shock Resistance</u>	20
<u>Mobile Monitoring Device</u>	20
<u>Training</u>	15
<u>Fiscal Management</u>	10
<u>References</u>	10
<u>Following Proposal Response Guidelines</u>	5
<u>Subtotal</u>	270
<u>Interview/Presentations/site visits</u>	30
TOTAL POINTS	300

28.2 Top scoring proposers may be selected for interviews. If oral interviews are determined to be necessary, the scores from the written proposals will be considered preliminary. Final scores, will be determined based on the review and re-evaluation of the written scores and an additional 30 points assigned to the interview process. If interviews are necessary they will be the week of June 4th.

28.3 After the above activity has occurred, a single firm will be identified that is best able to provide the services to the County. The County reserves the sole right to determine the best Proposal. A notice of intent to award will be published and a recommendation will be presented to the County Administrator or Board of Commissioners for their consideration.

28.4 The County reserves the right to check references only on the highest scoring proposers or depending on the scoring differential just the highest proposer.

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29 FORM OF CONTRACT

- 29.1 A copy of the standard personal service contract that the County expects the successful firm or individual to execute is attached. The contract will incorporate the terms and conditions from this RFP document and the successful proposer's response documents. Firms taking exception to any of the contract terms should indicate the same in their proposals or their exceptions will be deemed waived.

30 INSURANCE REQUIREMENTS

- 30.1 The insurance requirements for this contract are outlined in the Insurance Requirements Certification Form. The proposer must sign and return this form with their response.

31 TERM OF CONTRACT

- 31.1 The term of the contract will be effective for the period through and including September 30, 2019, with two (2) 1-year options to renew.
- 31.2 The maximum term of the contract will be three years.

32 CONTRACT ADMINISTRATION

- 32.1 The Contract Administrator will be Nick Ioanna, Senior Buyer.
- 32.2 Each using Department will also have a representative Contract Administrator assigned.

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33 BACKGROUND INFORMATION

- 33.1 Washington County is a suburban county located on the western edge of Portland, Oregon. Its boundaries extend from the City of Portland to the coast range. The current population is approximately 580,000 people. There is a mix of urban, suburban and rural areas. The eastern half of the County is composed of service industries, light manufacturing, residential and commercial activity. It is relatively densely populated. The western half is primarily farms and rural settings together with several smaller incorporated and unincorporated communities.
- 33.2 The County seat of government is located in Hillsboro, Oregon. The County has experienced substantial growth over the last several years principally in the electronics and high tech industries. Over half of the entire state's population growth in the last five years occurred in Washington County.
- 33.3 The County is a home-rule county, governed by five elected Commissioners who appoint a County Administrator as the chief executive of the County. There are currently approximately 1708 employees in all areas of County government who are engaged in providing the multitude of services required by its member cities, businesses and general population.

34 GENERAL INFORMATION

- 34.1 The Washington County Department of Community Corrections, the Sheriff's Office and the Juvenile Department are seeking proposals for technology based offender monitoring services with and without case management. The County requires both client referral and self-pay as well as County paid equipment and services for high risk adults or juveniles offenders.
- 34.2 The target population will be adult and juvenile offenders who are mandated by the judicial system to receive monitoring services. This includes pre-trial or post-adjudicated offenders in Washington County. These services may be used as a requirement of early jail or home detention release as a condition of parole or probation, and as a sanctioning option for Parole/Probation Officers (PPO's) and Juvenile Court Counselors (JCC's).
- 34.3 The Contractor shall provide services designed to monitor an offender's presence or absence at a specific location, monitoring an offender's whereabouts at all times, and to monitor alcohol use 24 hours a day, seven days a week.
- 34.4 Electronic Monitoring (EM) devices and technology must provide features such as: tamper resistant; reduce and/or eliminate transmission errors or interruptions (dead zones), are streamlined in terms of size and installation; and continue to stay abreast of the ever-emerging technological advancements.
- 34.5 Contractor must be able to serve deaf/hearing-impaired and non-English speaking individuals referred to these services.

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35 PROGRAM HISTORY AND OVERVIEW

35.1 Adult Services

- 35.1.1 Washington County Adult Community Corrections serves an important role in keeping the community safe. The Department works to prevent the recurrence of crime among adult offenders by supervising them with the resources they need to change problem behavior.
- 35.1.2 In addition to community supervision, the Department operates the 215-bed Community Corrections center which is a transitional facility that offers a range of services and programs to assist residents to successfully return from custody to the community offering a secure, structured living environment, while focusing on accountability, employment, treatment, and skill building. With treatment and support as an emphasis, it is expected that offenders have a far better opportunity to change criminal behavior.
- 35.1.3 The Center for Counseling and Victims' Services provides counseling, advocacy, training, education and referral services that help liberate people from the effects of criminal harm, and encourages healthy relationships.

35.2 Juvenile Department

- 35.2.1 The Washington County Juvenile Department believes in using the least restrictive means of supervision for youth possible, while assuring public safety and that Secure Detention should primarily be used for those youth who pose a high level of risk for re-offending or failure to appear for a Court hearing. Objective evaluation standards and Admissions criteria ensure that youth are being treated fairly and consistently and help set appropriate levels of community safety while managing public resources efficiently. With that value in mind, the House Arrest / Home Detention Program has been designed to supervise youth in the community who would otherwise be placed in Secure Detention while awaiting Court disposition. The goal is daily monitoring to promote successful adjustment of youths in their homes without endangering community safety. House Arrest / Home Detention is not designed to provide additional supervision for juveniles on probation, in foster care, or awaiting community placement.
- 35.2.2 In an attempt to provide for community safety, the Washington County Juvenile Department will implement EM tracking to ensure monitoring 24 hours a day, with the support of a satellite system that monitors their movements at all times.
- 35.2.3 Target population would be those youth whom the Juvenile Judge determines need for enhanced supervision while in the community. This population includes youth with prior unsuccessful attempts on House Arrest/Home Detention, youth with victim related issues, and youth with high risk person-to-person referrals.

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- 35.2.4 On average, 25 youth are placed on EM monthly, with approximately 300 youth receiving EM services annually. The length of time youth can be placed on EM is generally 14-days. Any extension to Electronic Monitoring is by court-order.
- 35.2.5 Presently, EM services for youth are fully subsidized by the County; therefore, there is no billing or fee collection services required for Juvenile Department youth. The youth is, however, responsible for any damaged and/or lost equipment and the vendor is responsible for collecting payment from a youth as a result of their damage to or theft of an EM device.
- 35.2.6 The staff has the ability to log into a web-based system that provides reports on youth enrolled in EM, including their status, performance, and termination
- 35.2.7 Currently, EM services for youth are fully subsidized by the County; therefore, there is no billing or fee collection services required for Juvenile Department youth. The youth is, however, responsible for any damaged and/or lost equipment and the vendor is responsible for collecting payment from a youth as a result of their damage to or theft of an EM device

35.3 Washington County Sheriff's Office

- 35.3.1 WSCO is a public service organization that provides civil, corrections and law enforcement services to Washington County.
- 35.3.2 The WCSO Electronic Home Detention (EHD) program is an alternative custody program that allows low-risk inmates to serve a portion of a jail sentence at home, making more space available in our jail for inmates who pose a greater threat to our community. This program also allows inmates to work, attend school, medical appointments, and drug, alcohol, and mental health treatment.
- 35.3.3 Participants must have a pre-arranged weekly schedule, and must remain within a 50-mile radius of the jail and inside the State of Oregon. Participants are subject to random home visits and cannot live with anyone who is on parole or probation, or with one of their victims. All weapons, alcohol, and illegal drugs must be removed from the residence, and all adults must consent in writing to searches by law enforcement before the offender starts the program. EHD provides the Court with an alternative sanctioning for a sentenced individual. EHD is an offender paid program, with the offender either sentenced or pre-trial. Generally, the largest portions of offenders are sentenced.

The primary objectives of EHD are to ensure the following:

- The offender complies to all court requirements;
- The offender doesn't reoffend while in the community;
- The client adheres to the conditions of EHD;
- Safety of the community and possible victims are protected to the highest level afforded.

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- 35.3.4 To achieve these goals the following are required of the contractor in cooperation with EHD personnel. Non-Compliance Reports will be sent to the WCSO for program violations, including, but not limited to:
- Leaving their residence without authorization
 - Returning home later than their approved schedule allows
 - Leaving home earlier than their schedule allows
 - Missing scheduled compliance appointments with their case manager
 - Failing to provide the required documentation to verify their activities that have been authorized by the WCSO
 - Willfully failing to pay program fees
 - Failing to answer telephone calls at their residence
 - Failing to maintain electricity
 - Failing to maintain telephone service
 - Failing to remove custom features from their home phone such as call waiting, answering machines, voice mail, call forwarding, etc.
 - Refusing to perform alcohol or drug tests as required by the WCSO
 - Testing positive for alcohol or drugs
 - Failing to complete any drug or alcohol test as instructed
 - Failing to comply with any and all additional conditions as ordered by the WCSO
 - Tampering or attempting to remove the ankle transmitter
 - Tampering or damaging any part of the electronic monitoring equipment
 - Using or possession of any alcohol or illegal drugs while on the program
 - Possession of any weapons while on the program
- 35.3.5 The contractor must be able to notify WCSO personnel in various capacities depending on the severity of the non-compliance including, but not limited to:
- Email
 - Fax
 - Text
 - Phone calls (if appropriate)
 - Certain notification will be required 24/7 (depending on severity or risk of the offender)
- 35.3.6 Approximately 150 individuals receive EHD services annually through the program. The length of time an individual is on EHD or any type of surveillance varies based on the time an offender is sentenced for and/or the length of time it takes until the individual's case is resolved in court.
- 35.3.7 WCSO expects the contractor to charge and collect all fees from the offender directly, but also inform WCSO personnel if an offender fails to make scheduled payments. It is the sole discretion of WCSO staff to return an offender to custody if they have failed to make scheduled payments, but it is the goal of WCSO

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personnel to work in conjunction with the EHD contractor. WCSO will not be held responsible for offender paid EHD. WCSO will not be charged for any units that are not being actively used by offenders.

- 35.3.8 All fees, daily charges and lost/damaged/intentionally broken equipment charges must be disclosed to the offender before being placed on EHD by the contractor.
- 35.3.9 At times the WCSO will pay for an offender placed on EHD. These situations will be pre-arranged with the contractor and rarely exceed two offenders a year.
- 35.3.10 For additional information on WCSO EHD:
<http://www.co.washington.or.us/Sheriff/Jail/JailPrograms/electronic-home-detention.cfm>

36 SERVICE EXPECTATIONS

The County will award a contract to one Contractor who can best provide the range of services that the three departments need to monitor their individual populations. The following standards are expected:

36.1 Tracking System / Alcohol Monitoring devices

36.1.1 The County expects any systems provided by the Contractor to be reliable, and of the most current technology. Battery life, maintenance, safety, reception, tracking, and tampering detection are key features the County will use to evaluate the devices selected.

36.1.2 Consumable supplies should be identified by type. The overall costs of these supplies should be addressed in the Proposal Response.

36.1.3 Contractor will provide notification and alerts to include:

- Notifications when an offender is not where he/she is authorized to be.
- Notifications within one working day by phone when a client leaves EM services without permission, e.g., removes or otherwise tampers with the equipment in such a way that he/she is no longer being monitored.
- Notifications within 30 minutes of service termination for certain offenders, such as predatory sex offenders and others who pose a high risk to community safety.

36.1.4 Contractor will ensure:

- Equipment is maintained and in good working order along with keeping the County supplied with usable, functioning equipment.

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- Units at the end of life or their reliability are replaced within 24 hours of County's request. This would also include replacing faulty batteries.
- Contractor will ensure County maintains an appropriate number of usable backup batteries.
- Contractor will notify the County one week prior to any internal processes that may disrupt services and/or equipment availability.
- Contractor will notify County one week prior to initiating new versions and/or upgrades.

36.2 Case Management

36.2.1 Case Management is needed for clients, providing instruction on use of equipment, monitoring any test results, monitoring locations, and keeping in communication with offenders. Contractor will create a case file for each client that would minimally contain the following documents (contractor will provide accurate, reliable and timely web-based case management reports along with a glossary of report terms and abbreviations):

- current financial information and financial worksheet
- enrollment notice
- schedule of client activities form
- verification of client hook-up to host monitor (when applicable)
- documentation for all approved absences from client's residence
- daily summary report during the time client is enrolled in services
- exit report

36.2.2 Contractor will complete a client intake and exit form for each client enrolled in the Electronic Monitoring (EM) program. The length of services for clients will be determined on an individualized basis by the referral source accessing services.

- referral form
- picture identification
- payment schedule (when applicable)
- signed client contract describing the client's responsibilities while receiving these services
- current financial information and financial worksheet
- enrollment notice
- schedule of client activities form
- verification of client hook-up to host monitor (when applicable)
- documentation for all approved absences from client's residence
- daily summary report during the time client is enrolled in services
- exit report

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36.2.3 Contractor will provide real time online data on the client's location 24 hours a day, 7 days a week as well as when services have been severed (de-activated) by the client. Reports will include: non-compliance; status report; enrollment and completion notice; abscond notice; and program termination.

36.3 **Billing and fee collection**

36.3.1 Contractor will provide client billing and fee collection that includes:

- Establishing a fee schedule for self-pay clients on a sliding scale fee schedule that addresses the client's financial status.
- Collection of fees.
- Alerts to the referral source when a self-pay client is becoming delinquent in paying EM fees to the point that they are in jeopardy of being terminated from services.

36.4 **Training**

36.4.1 Contractor will develop a training plan and program for relevant County staff that provides instruction and demonstration on the proper use, management and maintenance of the electronic monitoring tools, technology and/or systems. The training plan will address both initial and ongoing training provisions that factor in staff changes, upgrades to technology/systems, program modifications, troubleshooting service disruption and malfunctioning equipment, etc.

36.5 **Prison Rape Elimination Act (PREA) reporting**

36.5.1 Contractor shall provide the County Contract Administrator with a complete roster of all staff members (including interns) that will perform any work under this Agreement. Pursuant to the Washington County Jail, Washington County Community Correction Center and Washington County Juvenile Department's PREA related policies, all listed Contractor employees shall review the policies and complete County PREA training. The required training covers the sexual and physical safety rights of offenders who are in the custody of the Washington County Jail, Washington County Community Center or Harkins House program or youth who are referred to the Contractor by Juvenile Department staff. The training must be completed prior to performing any work under this Agreement.

The following will be required:

SPECIFICATIONS

- Contractor shall provide PREA training for all newly hired staff prior to the staff member performing any work under this Agreement.
- Contractor shall provide a training sheet to the County Contract Administrator indicating when an existing or new staff member has completed the training.
- Training will be conducted every two years for every staff member and proof provided to the County Contract Administrator.

36.5.2 Training is available on the Washington County Juvenile Department website at (<http://www.co.washington.or.us/Juvenile/PoliciesPublications/policies.cfm>)

36.5.2.1 Washington County Jail does not provide online training policies. Training will be available once per month. The awarded vendor will be responsible for scheduling training with Washington County Jail Representative.

36.5.3 Pursuant to the PREA Standards and related policies, all Contractor staff shall follow mandatory reporting requirements. Reporting shall be to the following individuals:

- All Washington County Jail prisoner allegations shall be reported to the jail PREA coordinator and jail command staff.
- All Washington County Community Corrections Center residence allegations shall be reported to the PREA Coordinator and WCCCC administration.
- All Harkins House youth allegations shall be reported in writing to the Division Manager for Custody Services.
- All other Juvenile Department youth allegations shall be reported in writing to the Division Manager for Shelter Services.

36.5.4 If the documentation regarding PREA training is not received by the County Contract Administrator, the Agreement may be terminated immediately without recourse.

36.5.5 More information regarding the Federal Prison Rape Elimination Act can be found at <http://www.prearesourcecenter.org/>

36.6 Web-Based Software

36.6.1 Contractor will keep data on EM enrolled offenders through a web-based station at a secure, central location and strictly adhere to any/all Federal confidentiality rules and regulations that are applicable.

36.6.2 Mapping systems should be available in most common web and mobile designs to fit common searches such as Google, Firefox, Safari, etc. County staff may monitor offenders from a desktop computer, vehicle mounted computer system

SPECIFICATIONS

with air cards, or through a smart phone. Mapping systems need to be compatible for 24/7 remote monitoring.

36.7 Performance Objectives and Data Collection

36.7.1 County will monitor and analyze data on such items as timeliness of reports, notification and alerts; responsiveness to replacing malfunctioning equipment; occurrences of disrupted service and/or lack of equipment availability, and client fee collection rates.

36.7.2 The successful Proposer will work with the County on GPS reliability or deficiencies, such as "thrown points" will be vital. This can occur in large buildings, or remote areas of the county. When this happens it produces a false alarm that indicates the offender is away from their authorized location when they are not. Washington County is interested in any device or system that can electronically tether the offender to the building thereby avoiding false alarms.

36.8 Quality Assurance

36.8.1 The successful Proposer will develop a quality assurance plan that includes systematic monitoring and evaluation of the various aspects of the electronic surveillance, the equipment and the case management (when applicable) through documented activities in order to maximize the probability that minimum standards of quality are being attained by the process. A process for notifying County of disruptions in the operations and remedy information will be included in the quality assurance plan.

36.9 Administrative Requirements

36.9.1 The Contractor will designate a contact person who will meet with designated County staff on a regular basis to conduct program development, modify referral procedures, address general service delivery issues, maintain communication regarding any operational issues and resolve any interagency and/or operational problems in a timely manner.

36.10 Equipment Damage

36.10.1 The Contractor will assume complete responsibility for the collection from adult or juvenile offenders of any costs associated with any damage, loss, and/or theft to the equipment.

36.11 Contract Monitoring

36.11.1 The Contractor will cooperatively participate in the County's efforts to monitor contract performance, which includes the following methods:

SPECIFICATIONS

- County may schedule on-site visits to review Contractor compliance with the Contract. Site visits are usually scheduled with Contractor, but may be conducted without notice. All site visit(s) will be conducted and performed with consideration and accommodations made to non-contracted or communal service areas and non-contracted housing occupants.
- County fiscal compliance reviews may be conducted to ensure that financial records, systems and procedures conform to Generally Accepted Accounting Principles and are in compliance with all County and State of Oregon audit and accounting requirements.

SAMPLE PERSONAL SERVICES CONTRACT

PERSONAL SERVICES CONTRACT

This contract is between Washington County, a political subdivision of the State of Oregon ("County"), and, ("Contractor").

County and Contractor, in consideration of the mutual promises, terms and conditions provided herein, agree to the following:

SECTION 1 - PURPOSE AND STANDARD OF SERVICES

- 1.1. This contract sets forth the responsibilities and clarifies the relationship between the County and the Contractor.
- 1.2. Services performed by Contractor shall be performed to the standards described in Section 30 of the County Standard Contract Terms and Conditions below.

SECTION 2 - CONSIDERATION

- 2.1. Contractor shall perform the services described in Attachment A, in consideration for which County agrees to pay for the services in the manner as further described in this contract.
- 2.2. The maximum amount payable under this contract is \$; unless otherwise amended. Contractor bears the risk of non-payment for services in excess of the amount stated above without prior County approval; but County reserves the right to ratify and pay for such services in its sole discretion.
- 2.3. If applicable, payments based upon hourly rates or other measurements and provisions for travel expenses are set forth and identified in Attachment A.
- 2.4. Unless otherwise stated in Attachment A, the payment terms are thirty days after invoice approval by the County Contract Administrator.

SECTION 3 - CONTRACT TERM

- 3.1. The effective date is: , or upon final signature, whichever is later.
- 3.2. The expiration date is: , unless otherwise amended.
- 3.3. Passage of the contract expiration date shall not extinguish or prejudice the County's right to enforce this contract with respect to any default or defect in performance that has not been cured.

SECTION 4 - ADDITIONAL DOCUMENTS AND ATTACHMENTS

4.1. The following documents are incorporated into this contract:

- Solicitation # _____.
- Contractor's response dated: _____.
- Washington County Standard Contract Terms and Conditions.

4.2. The following Attachments are incorporated into and made a part of this contract:

- Attachment A - Statement of Work/Schedule/Payment Terms
- Attachment B - Modifications to Standard Contract Terms and Conditions
- Attachment C - Modifications to Standard Insurance Requirements
- Attachment D - Federal Certifications
- Attachment E - Specific Program Requirements
- Attachment F - Business Associate Agreement
- Other _____.

4.3. In the event there is a conflict between the documents comprising this contract, the following order of precedence shall apply: the terms and conditions in the body of this contract; Standard Contract Terms and Conditions as modified by Attachment A, Attachment B, Attachment C, Attachment D, and Attachment E; the solicitation; and Contractor's response.

SECTION 5 - COUNTY CONTRACT ADMINISTRATOR

Name:

Mail Stop:

Address:

Hillsboro, OR

Telephone:

E-Mail:

SECTION 6 - SIGNATURES

CONTRACTOR:

By my signature below, I certify that I am authorized to execute this contract on behalf of Contractor.

Signature

Date

Name (Printed)

Title

Business Name or DBA(Check Payable to): _____

Address: _____

E-Mail

DUNS Number (if applicable)

Contractor Contact Person:

Name: _____

E-Mail: _____

Address: _____

Telephone: _____ Fax Number: _____

COUNTY:

Signature

Date

Printed Name

Title

Recording Secretary: _____ _____	(For use with Board items) Minute Order #:
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STANDARD CONTRACT TERMS AND CONDITIONS

1. **Subcontracts and Assignment.** Contractor shall not enter into any subcontracts for any of the work required by this contract, or assign or transfer any of its interest in this contract, without the prior written notice to County. County shall have 10 working days to object. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.
2. **Third Party Beneficiaries.** County and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.
3. **Written Notice.** Any notice of change, termination, or other communication having a material effect on this contract shall be upon the County Contract Administrator and the Contractor Contact Person and served in one of the following manners: a) In-person delivery; or b) deposited in the U.S. Mail under certified or registered handling, postage prepaid. Except as provided in this contract, it is agreed that fifteen calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.
4. **Governing Law/Venue/Attorney Fees.** This contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Washington County for the State of Oregon; provided, however, if a Claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.** Each party shall be responsible for its own costs and attorney fees for any claim, action suit or proceeding, including any appeal.
5. **Remedies Cumulative.** All rights and remedies of County and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
6. **Severability/Waiver.** County and Contractor agree that, if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid. The failure of either party to enforce any provision of this contract shall not constitute a waiver by that party of that or any other provision of this contract.
7. **Public Contracting Statutes.**
 - 7.1 ORS 279B.220 through 279B.235 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference.

- 7.2 The Contractor agrees to:
- a. Make payment promptly, as due, to all persons supplying, to Contractor, labor or material for the performance of the work provided for in this contract;
 - b. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the contract;
 - c. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished pursuant to this contract; and
 - d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

8. Independent Contractor.

- 8.1 Contractor shall perform the work required by this contract as an "Independent Contractor." Although County reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, the County cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this contract. Contractor is responsible for determining the appropriate means and manner of performing the work.
- 8.2 Contractor represents and warrants that Contractor is not an employee of the County, is not currently employed by the Federal Government, meets the specific independent Contractor standards of ORS 670.600, and is not an "officer", "employee", or "agent" of the County, as those terms are used in ORS 30.260 et. seq.
- 8.3 Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this contract.
- 8.4 Contractor agrees to immediately provide County notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without County's written consent, any obligation of Contractor to indemnify County for any actions under this contract.

9. **Environmentally Preferred Products/Material Safety Data Sheets.** Whenever possible, the Contractor should use environmentally preferable products which present a lesser impact to the public health and the environment than competing products. Contractor agrees, upon execution of this contract, to submit a copy of the relevant material safety data sheet(s) for any chemical substance the Contractor will bring on to the County's premises and use as part of the work described in this contract.

10. **Nondiscrimination.** No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this contract on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be considered a material defect and shall be grounds for cancellation, termination or suspension in whole or in part by the County.

11. **Termination.**

- 11.1 This contract may be terminated under the following conditions:
- a. By mutual consent of both parties.
 - b. Contractor may terminate this contract upon a material default of County; however, Contractor must provide written notice to the County Contract Administrator and provide County with thirty days to cure the default.
 - c. County may at any time terminate, the whole or any part of, this contract for default if Contractor fails to perform any of the provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the County, fails to correct such failures within seven calendar days or such other period as the County may authorize or require.
- 11.2 Upon receiving a notice of termination issued by County, Contractor shall immediately cease all activities under this contract, unless expressly directed otherwise by County in the notice of termination.
- 11.3 In the event the Board of Commissioners of Washington County reduces, changes, eliminates, or otherwise modifies the funding for this contract, or if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services, then County may terminate this contract, in whole or in part, effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, and Contractor agrees to abide by any such decision.
- 11.4 In addition to its other rights to terminate, County may terminate this Agreement, in whole or in part, for convenience upon thirty days' prior notice to Contractor. During this thirty-day period, Contractor shall wind down and cease its services as quickly and efficiently as possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
- 11.5 The rights and remedies of the County provided in this section, are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- 11.6 If this Agreement is terminated under subsections 11.3 or 11.4, County shall be liable only for payment in accordance with the terms of this contract for services satisfactorily rendered prior to the effective date of termination.
- 11.7 Upon termination, Contractor shall deliver to County all contract documents, information, works-in-progress, and other property that are or would be deliverables had the contract been completed.
12. **Time is of the essence.** Time is of the essence in Contractor's performance of each and every obligation and duty under this contract
13. **Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of

delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.

14. **Compliance with Applicable Law.** Contractor and its subcontractor(s) shall comply with all federal, state, and local laws and ordinances applicable to the work performed under this contract including, but not limited to the following, as applicable: Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142 and all regulations and administrative rules established pursuant to those laws; and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
15. **Contractor Certification Regarding Debarment, Suspension, Proposed Debarment and other Responsibility Matters.** The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:
 - 15.1 Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
 - 15.2 Have within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
 - 15.3 Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 15.2 of this certification;
 - 15.4 Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.
 - 15.5 Are on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>
 - 15.6 Are out of compliance with the tax laws of Oregon and all tax laws of political subdivisions of the State of Oregon, including, but not limited to, ORS 305.620 and ORS chapters 316, 317 and 318. Washington County may terminate the contract if contractor fails to comply with any tax laws during the term of the contract.
16. **Oregon Registration.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract.
17. **Use of County Facilities.** Contractor and its employees or agents shall have the right to use only those facilities of County that are necessary to perform the services under this contract and shall have no right of access to any facility of the County without prior approval of County management. County shall have no responsibility for the loss, theft, mysterious disappearance of or damage to equipment,

tools, materials, supplies, and other personal property of Contractor or its employees, subcontractors or agents which may be stored on County premises.

18. **Publicity.** Contractor shall not use in its external advertising, marketing programs or other promotional efforts, any data, pictures, or other representations of the County except on prior specific written authorization from County management.
19. **Counterparts.** This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
20. **Warranties.** Contractor represents and warrants to County that: (a) Contractor has the power and authority to enter into and perform the contract, (b) the contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and (c) Contractor's performance under the contract shall be in a good and workmanlike manner and in accordance with the professional standards.
21. **Records.** Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that County and its duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this contract for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Contractor shall permit authorized representatives of the County to perform site reviews for all Services Delivered by Contractor. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three years, except as required longer by law, following final payment and termination of this contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this contract, whichever date is later. All subcontracts shall also comply with these provisions. If OMB Circular A-133 is applicable to this Agreement, then Contractor shall supply County with Contractor's DUNS Number.
22. **Work Product.** All work products of the Contractor which result from this contract ("the work products"), except material previously and mutually identified as confidential or proprietary, shall be provided to County upon request and shall be considered the exclusive property of the County. In addition, if any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants County a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so. Such work products include, but are not limited to: databases, templates, file formats, scripts, links, procedures, materials, training manuals and other training materials, specially created key commands, and any other information, designs, plans, or works provided or delivered to the County or produced by Contractor under this contract.
23. **County Policies.** During the performance of this contract, Contractor shall follow County's Affirmative Action Program which is to promote the objectives of the Equal Opportunity Commission's guidelines as set forth in the Equal Opportunity Act of 1972, Oregon State Laws, legal mandates, and Presidential Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in Department of Labor Regulation 41 CFR part 60. Contractor shall also follow the County Harassment Free and Violence in the Workplace Policies. All subcontracts shall also comply with these provisions.

24. **Indemnification and Hold Harmless.** Contractor shall defend, indemnify and hold harmless the County, its agents, officers, elected officials and employees from and against all claims, demands and judgments (including attorney fees) made or recovered against them including, but not limited to, damages to real or tangible property or for bodily injury or death to any person, arising out of, or in connection with this contract, to the extent such damage, injury or death is caused or sustained in connection with the negligent performance or willful misconduct of Contractor, or its employee, agents or subcontractors. The County agrees to promptly notify Contractor in writing of any such claim or demand to indemnify and agrees to cooperate with Contractor in a reasonable manner to facilitate the defense of such claim.
25. **Insurance.** Contractor shall provide insurance coverage and limits as described below. All insurance carried by Contractor must be primary to and non-contributory with any insurance, including any self-insurance or retentions carried by the County. A waiver of subrogation in favor of the County shall be required on General Liability, Workers Compensation and Automobile Liability coverage.
- 25.1 **Workers' Compensation Insurance.** Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.
- 25.2 **Commercial General Liability Insurance.** Contractor shall at all times carry a Commercial General Liability insurance policy for at least \$1,000,000 combined single limit per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this contract.
- 25.3 **Automobile Liability Insurance.** Contractor shall at all times carry Automobile Liability Insurance in the amount of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage for Contractor's vehicles, whether owned, hired, or non-owned, which includes coverage for Washington County, its agents, officers, elected officials and employees.
- 25.4 **Professional Liability/Errors and Omissions Insurance.** Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence (or each claim if coverage is afforded on a claims made basis) and \$2,000,000 in the annual aggregate. If this policy is a "claims made" type policy, the policy type and company shall be approved by Washington County prior to commencement of the Work.
- 25.5 **Extended Reporting Coverage ("Tail Coverage").** For Professional Liability/Errors & Omissions Insurance written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, Contractor shall provide "tail" coverage at the completion of the contract for a duration of thirty-six (36) months or continuous "claims made" liability coverage provided for thirty-six (36) months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of this contract.

- 25.6 **Maximum Deductible/Retention.** Any deductible or retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the County. Contractor is responsible to pay any amounts within the deductible or retention amount.
- 25.7 **Additional Insureds.** The County, its agents, officers, elected officials and employees must be named as additional insureds with respect to Contractor's services to be provided under this Contract. All liability insurance policies, with the exception of professional and/or workers compensation policies, must be endorsed to show this additional coverage.
- 25.8 **Insurance Certificates.** Contractor shall deliver to the County, prior to the commencement of the work, a certificate of insurance evidencing all policies required by this contract including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s). Further, it is an affirmative obligation upon the Contractor to advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this contract.
- 25.9 **Subcontractor Insurance.** Contractor shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Contractor under this contract, unless this requirement is expressly modified or waived by the County.
26. **Survival.** The terms, conditions, representations, and all warranties contained in this contract shall survive the termination or expiration of this contract.
27. **Amendment.** This contract may only be amended by a written amendment signed by authorized agents of both parties.
28. **Protecting the Federal Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.** The Federal Government suspends or debars Contractors to protect the Federal Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000 to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government. A corporate officer or a designee of the Contractor shall notify the Contract Administrator, in writing, before entering into a subcontract with a party that is debarred, suspended or proposed for debarment.
29. **Security of Information**
- 29.1 The County is required to notify its customers if any electronically stored information or written document that contains personal information has been subject to a security breach. Any Contractor of the County who becomes aware of any potential breach of a document or electronic file containing personal information of client of the County will immediately notify the Contract Administrator, who will work with the County Public Information Officer to notify the affected persons. A breach occurs when any unauthorized individual or entity gains access to personal information or when unintended disclosure of personal

information is made, for example loss or theft of a electronic device containing personal information, loss or theft of a paper document containing personal information, unauthorized access to a network containing personal information, or a document containing personal information being sent to the wrong address.

- 29.2 No County Contractor will print a person's full Social Security Number (SSN) on any document that will be sent through the mail, without a written request from the person whose SSN will be printed on the document, except as required by law. The Contractor will use only the last 4 digits of a SSN on all documents unless there is a compelling business reason to use the entire SSN. If a document contains a full SSN, the Contractor will take steps to protect the document from unauthorized disclosure. Contractors will not provide copies of a document containing a full SSN to anyone other than the person whose SSN is listed on the document, except as allowed by State or Federal law. The Contractor may provide a copy of a document to a third party with the SSN redacted if the document is otherwise allowed to be released. No Contractor will publicly post or display a document containing a full SSN.
- 29.3 Any County Contractor that collects personal information must develop, implement and maintain reasonable safeguards to protect the security and confidentiality of the information. Employees of the Contractor with access to personal information must take reasonable steps to prevent a breach of the information. Reasonable steps include locking file cabinets, monitoring who has access to areas containing personal information, locking computer workstations if leaving the area, and maintaining physical control over files, computer workstations, thumb drives, cds or other media which contains personal information. Contractors must also ensure the proper disposal of documents or other media which contains personal information. Contracting with a document shredding company will be considered proper disposal of paper documents. The Contractor will be responsible for properly disposing of or erasing electronically stored personal information on hard drives, CDs, thumb drives or other devices under their control.
30. **Performance Standards.** Unless the Contractor is providing architectural, engineering, photogrammetric mapping, transportation planning or land surveying services or related services, as defined in ORS 279C.100, the Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services.
31. **Remedies.** The consequences of the Contractor's failure to perform the scope of work or to meet the performance standards established by this contract may include, but are not limited to:
- a. Reducing or withholding payment;
 - b. Requiring the Contractor to perform, at the Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; and
 - c. Declaring a default, terminating the contract and seeking damages and other relief available under the terms of the contract or other applicable law.
32. **Whole Contract.** THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OR PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT.

ATTACHMENT A

PROPOSAL RESPONSE PACKET

2018.002P

**CERTIFICATION AND CONTRACT OFFER
INSURANCE REQUIREMENTS CERTIFICATION
SUSTAINABILITY QUESTIONNAIRE**

PROPOSAL TITLE: Electronic Monitoring Services (#2018.002P)

PROPOSAL DUE DATE: 3:00 PM, Friday, August 3, 2018

**WASHINGTON COUNTY PURCHASING DIVISION
1890 BUILDING, SUITE 226
180 EAST MAIN ST, MS 28
HILLSBORO, OREGON, 97123**

**THIS PROPOSAL FORM PACKET MUST BE COMPLETED AND RETURNED WITH
YOUR PROPOSAL**

CERTIFICATION AND CONTRACT OFFER

PROPOSAL TITLE: **Electronic Monitoring Services (#2018.002P)**

PROPOSAL DUE DATE: **3:00 PM, Friday, August 3, 2018**

The undersigned after having carefully examined the Special Instructions, Project/Proposal Information, General Instructions and all other related material and information, agrees to comply with the terms set forth in those documents and to furnish the services described at the rates proposed.

The proposer further agrees that this offer will remain in effect at the rates proposed for a period of not less than 180 calendar days from the date that proposals are due and that this offer may not be withdrawn or modified during that time.

The proposer hereby certifies that this proposal is genuine and that it has not entered into collusion with any other vendor(s) or any other person(s).

The proposer hereby certifies that it has not discriminated and will not discriminate against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontract per ORS 279A.110.

The responder hereby certifies that they have complied with the tax laws of Oregon and all political subdivision of the State of Oregon, including ORS 305.620 and ORS chapters 316, 317 and 318. Washington County may terminate the contract if contractor fails to comply with any tax laws during the term of the contract.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – The proposer certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
3. Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;
4. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

CERTIFICATION AND CONTRACT OFFER

Continued

The proposer will provide immediate written notice to the County if at any time prior to contract award, the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Where proposer is unable to certify to any of the statements in this certification, proposer shall attach an explanation to this offer. A certification that any of the items in the above paragraphs exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the proposer's responsibility.

The proposer has carefully examined all of the solicitation documents and addenda (if any) numbered ___ through ___ inclusive.

The proposer will extend pricing and terms to other public agencies Yes or No

The proposer is a resident bidder as defined in ORS 279A.120* Yes or No

SIGNED BY:	DATE:
PRINTED NAME:	TITLE:
FIRM:	DUNS Number (if applicable):
MAILING ADDRESS:	PHYSICAL ADDRESS:
CITY, STATE and ZIP	E-MAIL ADDRESS:
PHONE: (AREA CODE)	FAX: (AREA CODE)

*ORS 279A.120(1)(b) – Resident bidder means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a resident bidder. Nonresident bidders shall comply with the provisions of ORS 279A.120(3).

INSURANCE REQUIREMENTS CERTIFICATION FORM

The following minimum insurance will be required of the successful proposer(s). It is strongly advised that proposers give this information to their insurance agent to verify that all requirements can be met.

1. **COMMERCIAL GENERAL LIABILITY INSURANCE.** The policy shall name Washington County, its agents, officers, elected officials and employees, as an **ADDITIONAL INSURED by separate endorsement.** This insurance shall include contractual liability coverage for the indemnity provided under this contract.
 Not required.
 COMMERCIAL GENERAL LIABILITY INSURANCE with limits of not less than: \$500,000/\$1,000,000, \$1,000,000/\$2,000,000, \$2,000,000/\$4,000,000 or Other: \$ _____ each occurrence/aggregate for Bodily Injury and Property Damage.

2. **AUTOMOBILE LIABILITY INSURANCE.** The policy will include coverage for Washington County, its agents, officers, elected officials and employees during the term of this contract.
 Not required.
 AUTOMOBILE LIABILITY INSURANCE with a combined single limit, or the equivalent of not less than: \$1,000,000, or \$2,000,000 each accident for Bodily Injury and Property Damage for Contractor's vehicles whether owned, hired, or non-owned.
 No requirement in excess of that required under state law.

3. **PROFESSIONAL LIABILITY INSURANCE**
 Not required.
 PROFESSIONAL LIABILITY INSURANCE with a combined single limit, or the equivalent, of not less than: \$1,000,000/\$2,000,000, or \$2,000,000/\$4,000,000 Other: \$ _____ each occurrence/aggregate to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.

4. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.

5. **OTHER COVERAGE REQUIRED**
 POLLUTION OR **ASBESTOS LIABILITY INSURANCE** with limits of not less than \$1 million each occurrence (or each claim if coverage is afforded on a claims made basis) and \$1 million in the annual aggregate to cover damages due to Bodily Injury, Property Damage and Environmental Damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs.

EMPLOYEE DISHONESTY AND MONEY AND SECURITIES with a limit of not less than \$ _____ to cover Theft, Disappearance and Destruction of County cash or negotiable securities in the care, custody or control of the contractor

ADDITIONAL INSURED ENDORSEMENT naming "Washington County, its agents, officers, elected officials and employees" with respect to liability for "Bodily Injury" and "Property Damage" included in the "products-completed operations hazard."

OTHER (describe coverage and limits):

A copy of the policy or Certificate of Insurance and endorsements, where required, acceptable to the COUNTY for each policy required above shall be filed with the COUNTY prior to the effective date of any contract entered into between COUNTY and proposer. Further, it is an affirmative obligation upon the Contractor to advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this contract.

I certify that the above insurance is available and that an insurance certificate and endorsement can be provided within 10 days of award of contract. The County reserves the right to go to the next proposer available for award if the certificate is not received within 10 days

By: _____

Date: _____

SUSTAINABILITY QUESTIONNAIRE

Company Name: _____ Date: _____

The Sustainability Questionnaire must be completed and returned with your bid/proposal. This questionnaire is applicable to firms that provide services and/or goods to the County.

1. What policies are in place to monitor and manage your supply chain regarding environmental issues? Check the items that apply.

- We apply environmental criteria when making purchasing decisions
- We purchase "green" (recyclable, reusable, non-toxic) supplies, products and materials
- We specify sustainable products and or locally manufactured products

Other – describe other ways your company monitors and manages your supply chain regarding environmental issues.

2. What type of sustainable packaging/shipping materials do you use? Check the items that apply.

- Our packaging/shipping materials are recyclable
- Our packaging/shipping materials are reusable
- Our packaging/shipping materials are made from 100% post-consumer recycled materials

Other – describe other types of sustainable packaging/shipping materials you use

3. Does your company have a Green Transportation Plan for your operation? Check the items that apply.

- We own electric, hybrid, or E-85 fueled vehicles
- We rent hybrid vehicles
- We purchase carbon offsets

Other – describe your company's Green Transportation plan for your operation or provide a link.

4. What does your company do to minimize the environmental costs associated with shipping? Check the items that apply.

- We combine deliveries with customer visits
- We consolidate deliveries
- We utilize electronic communications and electronic transfer of documents

Other – describe what your company's does to minimize the environmental costs associated with shipping.

5. Has your company ever been cited for non-compliance of any environmental or safety issues? Check the item that applies.

- No, my company HAS NOT been cited for non-compliance
- Yes, my company HAS been cited for non-compliance

State the reason, date and outcome of the citation.

6. Does your company have web-based material available documenting your "Green" initiatives?
Check the items that apply.

- Our website, includes "Green" reference information (provide Link)
- Our website, includes an environmental policy statement (provide Link)
- Our website, includes our company's Sustainability Report (provide Link)

Other – does your company have other web-based materials available documenting your "Green" initiatives (Provide Link)

7. If you are providing a product, to your knowledge, has the manufacturer of the product that you are bidding or proposing ever been cited for non-compliance of any environmental or safety issue?
Check the item that applies.

- No, the manufacturer of the product HAS NOT been cited for non-compliance
- Yes, the manufacturer of the product HAS been cited for non-compliance

State the reason, date and outcome of the citation.

8. What programs do you have in place, or planned for promoting resource efficiency? (i.e. an environmental or waste audit) Check the items that apply.

- We recycle consumables, reduce waste and practice energy reduction when possible
- We have a company-wide Recycling Program
- We have formed a Sustainability Committee to identify sustainable solutions for our company

Other – what other programs do you have in place, or planned for promoting resource efficiency.

PROPOSAL TITLE: Electronic Monitoring Services (#2018.002P)

PROPOSAL DUE DATE: 3:00 PM, Friday, August 24, 2018

Q & A #1

1. May we please have a listing of the company names who have submitted questions, included with the answers to questions?

Answer: All questions and the subsequent answers are posted to ORPIN.

2. Based on the RFP specifications regarding the set-up of a local office to serve the needs of the program, would the county provide a two-week extension to the due date so that proper local property acquisition research can be done? This is critical, as the expense of a local site must be calculated as accurately as possible in order to allow for proper program fee setting.

Answer: The RFP due date has been extended until 3:00 PM August 24, 2018.

3. Nationally-vetted purchasing vehicles are often used by county agencies to obtain services directly from a vendor that meets their program needs and goals. Would the County consider utilizing a purchasing vehicle such as NASPO for this program to serve all of its populations and required service programs?

Answer: The County considered alternate sourcing options prior to commencing the RFP process.

4. The Scope of Work lists three different segments of offenders: Adult Services, Juvenile Department, and the County Sheriff's Office. We understand that the juvenile and Sheriff's Department populations will receive the monitoring services being requested by this RFP. Is the Adult Services segment also going to be receiving services from this RFP?

Answer: Yes

5. The RFP states that the County may provide the vendor access to 800 sq. ft. of office space at a county facility. If the vendor proposes to utilize this County-provided facility, does the vendor reimburse the County for use of that space? If so, is the rental fee comparable to local property lease rates? Alternatively, does the County prefer a credit to their monthly billing total for this rental arrangement?

Answer: The space would be offered to the awarded vendor for zero consideration. However, the contractor would be billed annually for a pro-rata share of property taxes.

6. Can the county provide a blueprint of the proposed 800' square foot site so that the vendor can review the facility to ensure its layout meets the needs of operating a full-service offender-funded case management and monitoring program as required by this RFP?

Answer: Floor plan included as a separate PDF. It would be the intent to use the space "as is" with the exception of reconfiguring systems furniture.

7. Juvenile Offenders: Where are juveniles program duties (i.e. installations and removals) performed? Are these tasks handled by the vendor or county personnel?

Answer: Typically, the installations and removals are performed at the Juvenile Department by county staff. On rare occasions, we may utilize the vendor's location and have the vendor perform those duties.

8. Are juveniles ever seen at the current vendor's location or solely at juvenile facilities? If the vendor is required to handle these equipment duties, does the vendor travel to the juvenile facility to handle these tasks?

Answer: The current vendor usually never sees or makes contact with the Juvenile offenders. On rare occasions we may utilize the vendors location and either perform those duties there or have the vendor perform those duties.

9. Is the vendor required to provide any non-electronic monitoring duties for any segment of this contract, such as for anti-recidivism treatment and assistance for participants from the Adult Services program?

Answer: No.

10. To confirm, the County is searching for the following technologies:

- I. Radio Frequency (RF) electronic monitoring/home detention. Page 18, item 35.2.2 states that the county will implement "EM Tracking" for juveniles. Can the county clarify if this is traditional radio frequency electronic monitoring OR actual GPS tracking? These are two different technologies with different price points so clarification is requested.

Answer: GPS Monitoring.

- II. GPS tracking for location identification of the participant throughout the community

Answer: Yes

- III. Alcohol Monitoring via both breath alcohol visual verification systems and transdermal alcohol testing

Answer: Yes

- IV. Mobile Monitoring Devices: Can the County please clarify the type of mobile monitoring devices required?

Answer: GPS and GPS and method of continuous monitoring capability. Vendor should indicate device brand information.

11. Would the County make transdermal alcohol testing an option or remove it in its entirety from this RFP?

Answer: The County prefers to use transdermal alcohol testing as per section 26.6.5 of the RFP.

12. Telecom/Communication Devices: Does the current vendor provide any devices to County personnel as part of the current program, such as laptops, tablets, smart phones, or text-enabled devices to improve program information access and data review? If so, how many and what models/types of equipment would the County require?

Answer: Juvenile utilizes county owned property to perform these duties. Sheriff's Office does not currently receive any such device(s). Community Corrections utilizes county owned property.

13. Telecom Service Providers: Does the County have/utilize a cellular network provider in its region that it prefers?

Answer: No service preference as long as offenders/inmates have active, dependable, and reliable services per County standards.

14. Equipment Usage:

I. How many RF units are presently in use on participants as an average daily population for either offender paid _____ or agency paid _____?

Answer: Not Used

II. How many GPS units are presently in use on participants as an average daily population for either offender paid _____ or agency paid _____?

Answer: 13 Offender Paid and 68 Agency Paid

III. How many breath alcohol testing units are presently in use on participants as an average daily population either offender paid _____ or agency paid _____?

Answer: 9 Offender Paid and 5 Agency Paid

IV. How many transdermal alcohol testing units are presently in use on participants as an average daily population either offender paid _____ or agency paid _____?

Answer: 7 Offender Paid and 10 Agency Paid

15. Is the volume for any of these technologies expected to increase or decrease at the inception of this new contract and, if so, specifically how many units increase is to be required at the inception of the new contract?

Answer: The County's need for equipment may increase or decrease at any time depending on the number of people that will be added or removed from the program.

16. If a new vendor is chosen, will the existing participant's transition to the new vendor or will a remaining sentence length be used to determine who completes with the exiting vendor and who transitions to the new provider?

Answer: Please see section 26.4 for instructions on the transition portion of the contract.

17. What is the average length of participant term (number of days) on each type of technology (Example: 90-180 days)?

I. RF?

Answer: Not Used

II. GPS?

Answer: Average of 96 Days

III. Portable Alcohol Units?

Answer: Average 37 Days

IV. Transdermal Alcohol Units?

Answer: Average of 67 Days

18. Are drug testing services required for any of the populations? If so, what testing method is preferred by the County: oral swabs? UA's?

Answer: Juvenile uses U/A; SO Conducts drug testing / UA; CC uses U/A and oral swabs

I. How many of each type of test are administered per month?

Answer: 1-2 per month

II. Are lab confirmations mandatory?

Answer: Case Specific

III. Who pays for the drug testing and lab confirmation (if applicable), the court or the offenders?

Answer: Case Specific

19. What is/are the company name(s) of the incumbent contractor(s)?

Answer: Vigilnet America

20. What manufacturer(s)/brand(s) and model number(s) of equipment are presently in use (Example: Sentinel, UniTrak)?: Brand/MFG= _____ Model= _____

Answer: Please see the attached pricing sheet for more information.

21. What unit/day price(s) does the County currently pay for each of the agency paid systems:

Answer: Please see the attached pricing sheet for more information.

22. We understand that the operation of the full service offender funded program will be the responsibility of the vendor, including all equipment tasks, case management, fee setting and collections, and daily reporting to the agency. Is the County expecting any type of case management for those individuals that are being funded by the County?

Answer: Yes, but not by the Vendor. The Juvenile offenders are pending probation supervised by County staff.

23. Is there any segment of the adult programs where program fees are a combination of offender pay and county subsidized?

Answer: Sheriff's Office may place someone onto the program and pay for this. It is currently under medical situations and unique incidents. Community Corrections may also utilize this on a case by case situation.

24. For the current program, how many locations are currently operated by the incumbent provider?

Answer: One office location in Hillsboro.

25. How many vendor personnel is the incumbent providing?

Answer: Varies depending on the caseload.

26. Are any weekend/holiday work hours required of the locally based vendor personnel?

Answer: Staffed hours may be determined by the Vendor.

- I. Does the county require any alert notifications be provided afterhours, weekends or holidays?

Answer: Yes, please see RFP.

27. Is court testimony required? If so, approximately how often?

Answer: Yes, as needed.

28. Is current vendor personnel required to report to any other facilities to perform any of the duties of the program?

Answer: Yes, if needed.

29. Is there any segment of the offender population whose equipment duties will be the responsibility of the County? If so, please clarify.

Answer: Sheriff's Office: see answer to question 23. At the Community Corrections Center removal of ankle bracelets occurs upon release of resident; Probation and Parole defers to provider

30. If the county will handle any of the equipment related tasks including installations, is there a specific amount of spare equipment that the County would request be made available to its staff? If so, what price per unit, per day does the incumbent Contactor charge Washington County for this onsite spare equipment in excess of the included, no cost percentage?

Answer: At this time the County does not require spare equipment be made available to staff. However, in the future this capability may be explored.

31. Is there a percentage for replacements for lost, damaged & stolen equipment that the incumbent Contractor provides to the County at no cost and, if so, what is that percentage (the percentage of no cost replacements as a percentage of the unit's in-use on participants, i.e. loss allotment of 5% based on the active unit count)?

Answer: Offender bares the cost for lost, damages, or stolen equipment.

32. What price per unit does the incumbent Contractor charge the County or participants for lost, damaged & stolen replacements in excess of the allotted no cost percentage of replacements?:

Answer: The County is not responsible for lost, stolen, or damaged equipment.

33. Will the County please confirm the most recent twelve (12) months historical annual average for lost, stolen, and/or damaged equipment with the answers to vendor questions?

- I. **Annual Lost, Damaged, Stolen Equipment:**
- II. RF Bracelets – NOT USED
- III. RF Home Units – NOT USED
- IV. RF Home Units (Cellular Model) – NOT USED

- V. GPS Bracelets – 18 TOTAL DURING CONTRACT
- VI. GPS Straps – NOT COUNTED
- VII. GPS Chargers – NOT COUNTED
- VIII. B.A.T. Devices – APPROXIMATELY 30 DURING CONTRACT
- IX. B.A.T. Chargers – NOT COUNTED
- X. Transdermal Devices – 6 TOTAL DURING CONTRACT
- XI. Transdermal Bracelets – N/A
- XII. Transdermal Home Units – N/A
- XIII. Transdermal Chargers – N/A

34. Will the County post additional criminal charges against participants for lost/damaged/stolen equipment?

35. Answer: If probable cause exists, we would pursue any and all damages

36. Are participants terminated/removed from the program for lost/damage/stolen equipment?

Answer: Yes, when it is determined to be the offender's responsibility.

37. To avoid continued losses, will the county eliminate from future program eligibility any participant who intentionally damages, steals, or loses Contractor equipment?

Answer: If it is court ordered.

38. May vendors include in their proposed prices, replacement costs for lost, damaged and stolen equipment up to a predetermined percentage per year as a percentage of the units in use on participants plus separately list on the **PRICE sheet** the per-component replacement prices for any losses exceeding the included allotted percentage per year?

Answer: Vendors are welcome to provide their pricing structures.

39. What percentage of overall program participants will involve live monitoring center operator notifications that must be escalated to multiple County staff until staff confirms receipt of the alert and/or clear the alert? = ___ % of the overall participants

Answer: 100%

40. What percentage of overall participants will involve automated alert notification without live monitoring center operator notifications and without escalation to multiple County staff until staff confirms receipt of the alert and/or clear the alert? = ___ % of the overall participants

Answer: 0%

41. May we please have included with the answers to these questions, complete copies of the following:

- I. Current *scripts to be used by monitoring center staff*?
- II. Current *notification protocols for each type of alert/alarm/messages*
- III. Current *response protocols for each type of alert/alarm/messages*
- IV. Current Alert Protocol Responses
- V. Current Triage Protocols
- VI. Current Escalation Protocols and Specified Times

Answer: The default immediate notification method to officers and deputies for the various alerts generated by the monitoring systems is email. This applies to all alerts that raise significant exceptions to compliance. The current vendor's case workers investigate and report further details on alerts to officers and deputies via email and phone call (in some instances). There are currently no cases where phone calls are placed from monitoring center staff to officers.

42. Will the County definitively conduct Vendor interviews as part of this evaluation? Will the County please provide at least two (2) weeks advance written notice of the need for Vendor interviews?

Answer: The County does not guarantee that vendor interviews will be part of the evaluation process. The County will attempt to give the selected vendors as much notice as possible, but makes no commitment on timeframe.

43. Will Vendor interviews occur with: All proposers? A group of proposer finalists? Only with the proposed awardee?

Answer: The County does not guarantee that vendor interviews will be part of the evaluation process.

- I. Specifically how will Vendor interviews factor into the RFP evaluation criteria and specifically how many evaluation points are attributed to Vendor interviews?

Answer: Please review scoring section of RFP.

44. Will the County conduct Vendor demonstrations as part of this evaluation?

Answer: The County does not guarantee that vendor interviews will be part of the evaluation process.

45. Are Best and Final Offers anticipated to occur on this RFP?

Answer: The County does not intend to ask for best & final offers, but would consider it if appears to be in the best interest of the County.

46. Does the County anticipate conducting Negotiations as part of this RFP?

Answer: The County reserves the right to negotiate with any proposer, including the awarded proposer before the contract is finalized.

I. If so, will Negotiations include all proposers? A group of proposer finalists? Only with the proposed awardee?

Answer: See above.

II. If so, what dates are Negotiations anticipated to occur?

Answer: No dates have been determined yet.

47. What is the end date of the incumbent contract?

Answer: The current contract expires on September 30, 2018, but may be extended if a new vendor is selected and a transition period is necessary.

48. What date does the County anticipate providing a fully authorized agreement?

Answer: Before September 30, 2018.

49. What is the intended start date of the new agreement?

Answer: October 1, 2018, but may be extended to November 1, 2018.

50. Specifically when do technical proposals become public record?

Answer: Please see section 18.1 of the RFP documents.

51. Specifically when do price proposals become public record?

Answer: Please see section 18.1 of the RFP documents

52. What is the County's preferred method for interested parties to request access to such public records and who is the contact person/contact details to whom such requests should be submitted?

Answer: Washington County's Public Records Request Policy is available online at:
https://www.co.washington.or.us/Support_Services/administrative-policies.cfm

53. Will County Purchasing provide a bid tabulation identifying bidder names and prices? If so, will this be posted to the County website and when? If NOT, is this information accessible by contacting County Purchasing Department and when?

Answer: No, the County will provide Intent to Award Notice on ORPIN. Award and response information will be available once and Intent to Award has been posted.

54. Budgeting: What is the annual budgeted amount for the first year of the new contract term?

Answer: Juvenile: \$24,000

Sheriff office paid by CC;

Community Corrections: GPS Scram – \$21,000 & DVSO Scram – \$150,000

55. With the potential for the contract award to last up to three years, would Washington County be open to respondents submitting information for additional products and services that are not specified in the RFP solicitation, with the understanding that any additional products and services proposed would be related to participant monitoring and supervision and the combined response would not exceed the 40-page limit?

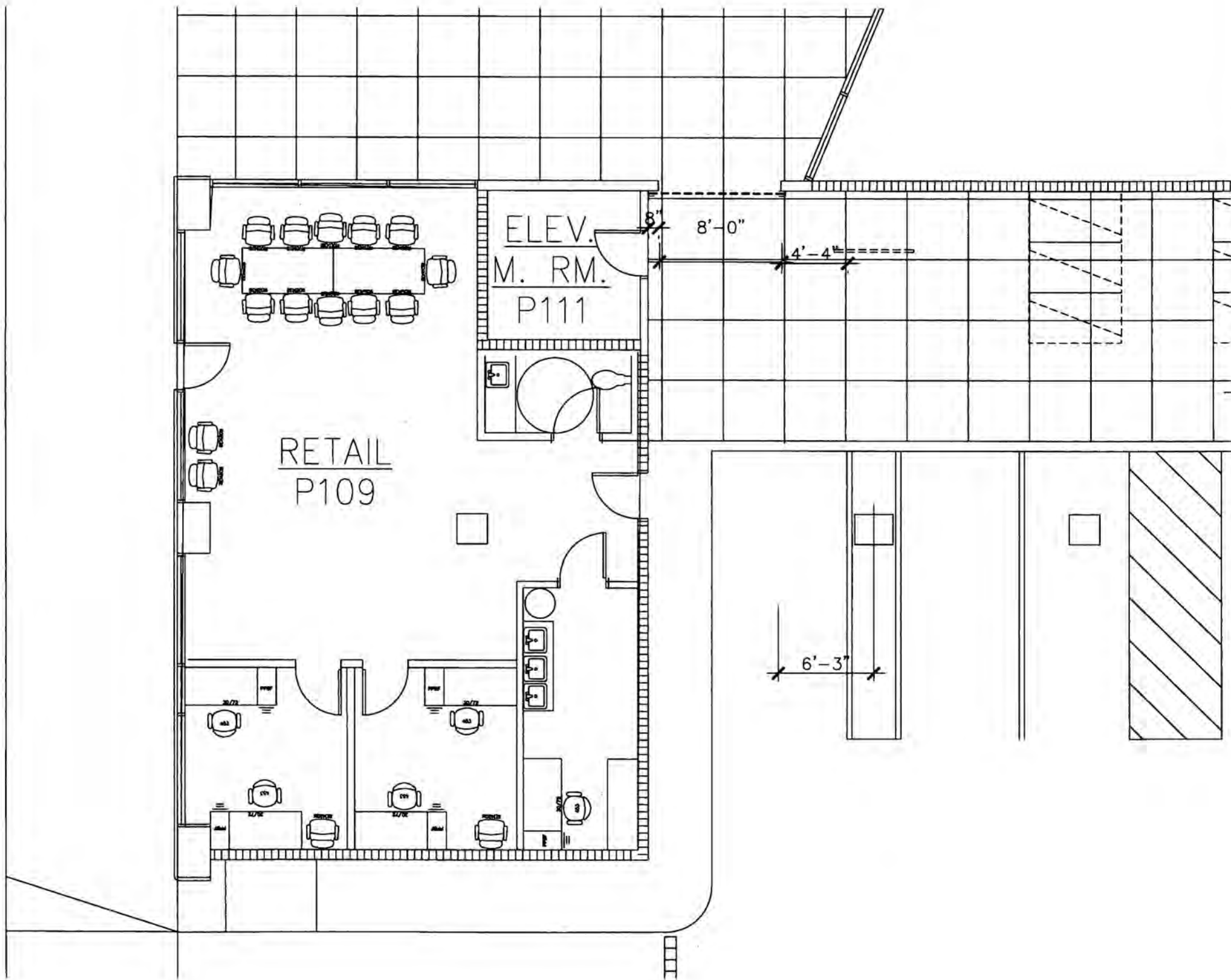
Answer: Yes, the county is always willing to hear about alternative solutions.

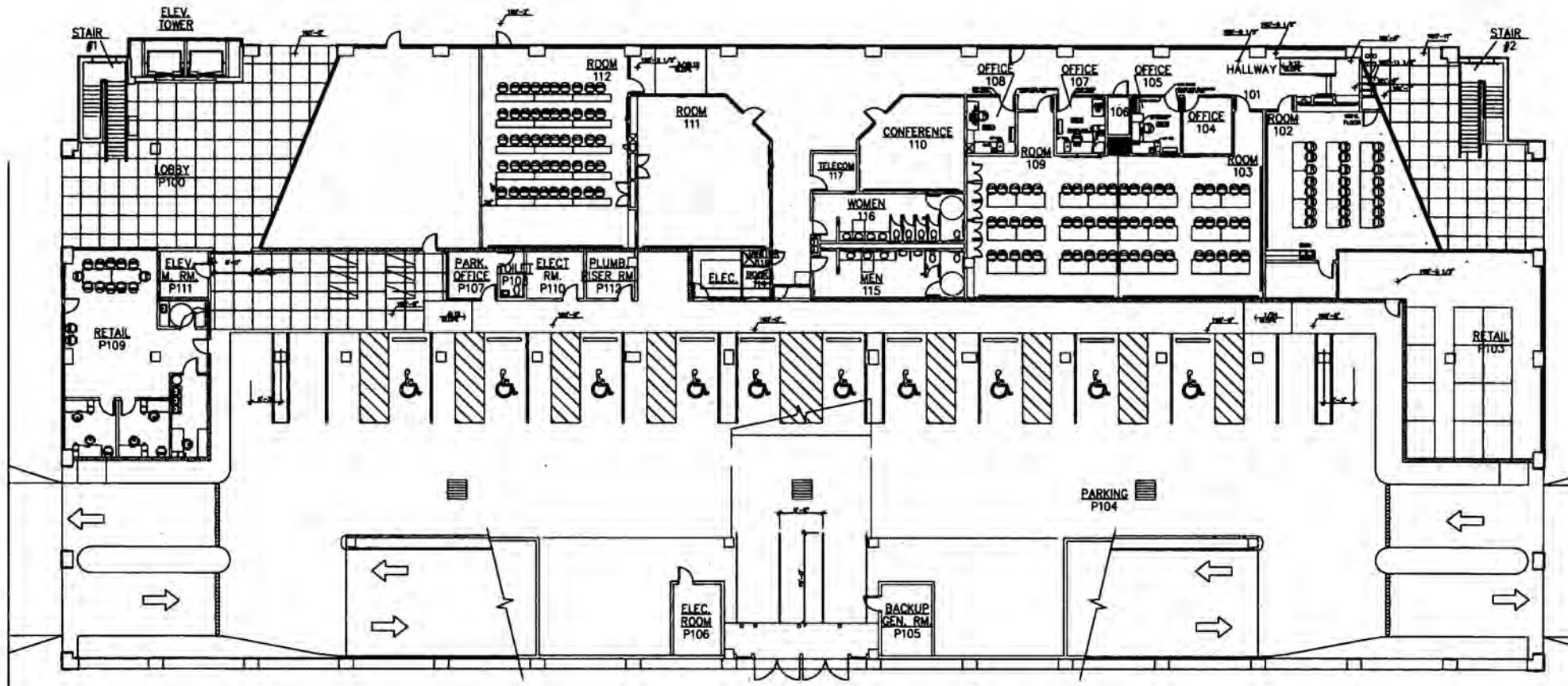
56. Is it 20 actual pages double sided for a total of 40 pages or is it 40 actual pages, double sided for a total of 80 pages of RFP content?

Answer: 40 Actual pages, double sided for a total of 80.

57. In reference to the Adult Services population we are seeking guidance on how that program will be funded. Will that obligation be funded by the client, the county or a combination of both? Is this a change from your current program? If it is client pay, will the County have any funds for indigent use?

Answer: The adult services program will be paid for by the offender. In certain cases, the County may agree to pay for the offender.





Appendix

- Section 1 Letter from Alcohol Monitoring Systems (AMS) attesting to Vigilnet being the sole source provider of the AMS version of the transdermal CAM bracelet to Washington County, Oregon.
- Section 2 ATTENTI (Formerly 3m) Specification Sheets and detailed hardware and software information for the TD4 One-Piece GPS device.
- Section 3 B.I. Incorporated Specification Sheets and detailed hardware and software information for the BI SL2.
- Section 5 Alcohol Monitoring Systems (AMS) Specification Sheets and detailed hardware and software information for the Continuous Alcohol Monitoring (CAM) bracelet, Remote Breath and GPS Bracelet
- Section 6 Overview brochure of the Vigilnet Electronic Reporting Supervision Application (VERSA) Client Supervision Services Program.

Due to the limited space in the RFP, the above information is being submitted for review to provide additional documentation of the specified equipment and services offered.

26.1 Certification and Contract Offer. (Attachment A, Proposal Response Packet) Failure to sign and submit this form may be cause for rejection.

ATTACHMENT A
PROPOSAL RESPONSE PACKET
2018.002P

**CERTIFICATION AND CONTRACT OFFER
INSURANCE REQUIREMENTS CERTIFICATION
SUSTAINABILITY QUESTIONNAIRE**

PROPOSAL TITLE: **Electronic Monitoring Services (#2018.002P)**

PROPOSAL DUE DATE: **3:00 PM, Friday, August 24, 2018**

**WASHINGTON COUNTY PURCHASING DIVISION
1890 BUILDING, SUITE 226
180 EAST MAIN ST, MS 28
HILLSBORO, OREGON, 97123**

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The proposer hereby certifies that it has not discriminated and will not discriminate against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontract per ORS 279A.110.

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1. Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
 2. Have within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
 3. Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;
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CERTIFICATION AND CONTRACT OFFER

Continued

The proposer will provide immediate written notice to the County if at any time prior to contract award, the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Where proposer is unable to certify to any of the statements in this certification, proposer shall attach an explanation to this offer. A certification that any of the items in the above paragraphs exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the proposer's responsibility.

The proposer has carefully examined all of the solicitation documents and addenda (if any) numbered 1 through 47 inclusive.

The proposer will extend pricing and terms to other public agencies Yes or No

The proposer is a resident bidder as defined in ORS 279A.120* Yes or No

SIGNED BY: 	DATE: August 23, 2018
PRINTED NAME: Kevin D. Creighton	TITLE: Manager of Business Development
FIRM: Vigilnet America LLC	DUNS Number (if applicable):
MAILING ADDRESS: 4862 S. 96 th Street	PHYSICAL ADDRESS: 220 SW Adams Avenue Hillsboro, OR 97123
CITY, STATE and ZIP Omaha, Nebraska 68127	E-MAIL ADDRESS: kcreighton@vigilnet.com
PHONE: (AREA CODE) (208) 771-6375	FAX: (AREA CODE) (503) 274-9424

*ORS 279A.120(1)(b) – Resident bidder means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a resident bidder. Nonresident bidders shall comply with the provisions of ORS 279A.120(3).

INSURANCE REQUIREMENTS CERTIFICATION FORM

The following minimum insurance will be required of the successful proposer(s). It is strongly advised that proposers give this information to their insurance agent to verify that all requirements can be met.

1. **COMMERCIAL GENERAL LIABILITY INSURANCE.** The policy shall name Washington County, its agents, officers, elected officials and employees, as an **ADDITIONAL INSURED by separate endorsement.** This insurance shall include contractual liability coverage for the indemnity provided under this contract.

Not required.

COMMERCIAL GENERAL LIABILITY INSURANCE with limits of not less than: \$500,000/\$1,000,000, \$1,000,000/\$2,000,000, \$2,000,000/\$4,000,000 or Other: \$ _____ each occurrence/aggregate for Bodily Injury and Property Damage.

2. **AUTOMOBILE LIABILITY INSURANCE.** The policy will include coverage for Washington County, its agents, officers, elected officials and employees during the term of this contract.

Not required.

AUTOMOBILE LIABILITY INSURANCE with a combined single limit, or the equivalent of not less than: \$1,000,000, or \$2,000,000 each accident for Bodily Injury and Property Damage for Contractor's vehicles whether owned, hired, or non-owned.

No requirement in excess of that required under state law.

3. **PROFESSIONAL LIABILITY INSURANCE**

Not required.

PROFESSIONAL LIABILITY INSURANCE with a combined single limit, or the equivalent, of not less than: \$1,000,000/\$2,000,000, or \$2,000,000/\$4,000,000 Other: \$ _____ each occurrence/aggregate to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.

4. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.

5. **OTHER COVERAGE REQUIRED**

POLLUTION OR **ASBESTOS LIABILITY INSURANCE** with limits of not less than \$1 million each occurrence (or each claim if coverage is afforded on a claims made basis) and \$1 million in the annual aggregate to cover damages due to Bodily Injury, Property Damage and Environmental Damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs.

EMPLOYEE DISHONESTY AND MONEY AND SECURITIES with a limit of not less than \$ _____ to cover Theft, Disappearance and Destruction of County cash or negotiable securities in the care, custody or control of the contractor

ADDITIONAL INSURED ENDORSEMENT naming "Washington County, its agents, officers, elected officials and employees" with respect to liability for "Bodily Injury" and "Property Damage" included in the "products-completed operations hazard."

OTHER (describe coverage and limits):

A copy of the policy or Certificate of Insurance and endorsements, where required, acceptable to the COUNTY for each policy required above shall be filed with the COUNTY prior to the effective date of any contract entered into between COUNTY and proposer. Further, it is an affirmative obligation upon the Contractor to advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this contract.

I certify that the above insurance is available and that an insurance certificate and endorsement can be provided within 10 days of award of contract. The County reserves the right to go to the next proposer available for award if the certificate is not received within 10 days

By: _____

K. D. Cant

Date: August 23, 2018

SUSTAINABILITY QUESTIONNAIRE

Company Name: Vigilnet America LLC Date: August 23, 2018

The Sustainability Questionnaire must be completed and returned with your bid/proposal. This questionnaire is applicable to firms that provide services and/or goods to the County.

1. What policies are in place to monitor and manage your supply chain regarding environmental issues? Check the items that apply.

- We apply environmental criteria when making purchasing decisions
- We purchase "green" (recyclable, reusable, non-toxic) supplies, products and materials
- We specify sustainable products and or locally manufactured products

Other – describe other ways your company monitors and manages your supply chain regarding environmental issues.

2. What type of sustainable packaging/shipping materials do you use? Check the items that apply.

- Our packaging/shipping materials are recyclable
- Our packaging/shipping materials are reusable
- Our packaging/shipping materials are made from 100% post-consumer recycled materials

Other – describe other types of sustainable packaging/shipping materials you use

3. Does your company have a Green Transportation Plan for your operation? Check the items that apply.

- We own electric, hybrid, or E-85 fueled vehicles
- We rent hybrid vehicles
- We purchase carbon offsets

Other – describe your company's Green Transportation plan for your operation or provide a link.

4. What does your company do to minimize the environmental costs associated with shipping? Check the items that apply.

- We combine deliveries with customer visits
- We consolidate deliveries
- We utilize electronic communications and electronic transfer of documents

Other – describe what your company's does to minimize the environmental costs associated with shipping.

5. Has your company ever been cited for non-compliance of any environmental or safety issues? Check the item that applies.

- No, my company HAS NOT been cited for non-compliance
 Yes, my company HAS been cited for non-compliance

State the reason, date and outcome of the citation.

1. Does your company have web-based material available documenting your "Green" initiatives?

Check the items that apply.

- Our website, includes "Green" reference information (provide Link)
 Our website, includes an environmental policy statement (provide Link)
 Our website, includes our company's Sustainability Report (provide Link)

Other – does your company have other web-based materials available documenting your "Green" initiatives (Provide Link)

2. If you are providing a product, to your knowledge, has the manufacturer of the product that you are bidding or proposing ever been cited for non-compliance of any environmental or safety issue?

Check the item that applies.

- No, the manufacturer of the product HAS NOT been cited for non-compliance
 Yes, the manufacturer of the product HAS been cited for non-compliance

State the reason, date and outcome of the citation.

3. What programs do you have in place, or planned for promoting resource efficiency? (i.e. an environmental or waste audit) Check the items that apply.

- We recycle consumables, reduce waste and practice energy reduction when possible
 We have a company-wide Recycling Program
 We have formed a Sustainability Committee to identify sustainable solutions for our company

Other – what other programs do you have in place, or planned for promoting resource efficiency.

26.3 Qualifications and Experience: List qualifications and experience of firm. Identify key project personnel by name, title, work they will perform, and describe their relevant experience and percentage of each person's time that will be committed to the project. The proposal shall include sections addressing the project team's organization, personnel, experience, and capabilities (see cover letter under this RFP for company structure, experience and capabilities).

As outlined in this RFP, Duane Cole will be the point of contact for communication with the management team of the County to address any areas of concerns or operational issues. Vigilnet offices are always open for inspection by the customers that we serve and our Hillsboro office will be no different. We will partner with the Washington team to provide the County with a level of service that they can feel confident and comfortable with.

As discussed in the training section of this RFP, Vigilnet remains committed to providing the County with any and all necessary training to ensure community safety and effective supervision of the participants entrusted to us. Vigilnet will work closely with each agency to verify reportable benchmarks are established and maintained during the entire contract term. Vigilnet works closely with many governmental agencies throughout the State of Oregon and our fiscal audits are always above board and comply with the accepted accounting principles of the State of Oregon.

26.4 Provide plan for an orderly transition from the current contractor, and a plan for a transition to a successor in the event of non-renewal or termination of contract. Supply detailed plans and timetables that ensure continuity of service at the time of service transition.

Since Vigilnet is the incumbent on this contract, there would be no transition period needed should Vigilnet be awarded this contract. Vigilnet has partnered with Washington County for the past five years to provide quality monitoring products and reliable and honest customer service. We work hard to not only earn your continued business but also to prove that we are your best partner for electronic monitoring services. Vigilnet will continue to work with Washington County to provide you with the new and emerging monitoring technologies throughout the contract term. This allows Washington County to always have the newest and most up to date equipment in the electronic monitoring industry. If Vigilnet were unsuccessful in being awarded this RFP and contract, we would work closely with your new provider to ensure a seamless transition with minimal inconvenience to the County and the customers that we serve.

If Washington County chooses to use a new product from our list of proposed equipment, we will set-up a training and a transition schedule that works with their current scheduling and staffing. This could be done in one 8 hour training session or with several smaller 4 hour sessions, whichever works best for Washington County. Transitional training is explained in more detail in the *Training* section of this proposal.

26.5 References (10 Points): Describe similar services provided with particular emphasis on jurisdictions with similarities to Washington County. List the firm name, address, contact person, and telephone number for three (3) similar services. References must be for services provided within the last five (5) years. List any contracts terminated for cause within the same time period and include the reason why.

Continuous Alcohol Monitoring (CAM) References:

Client Name: *Multnomah County Sheriff's Office (Oregon)*

Contract Person(s): Sergeant Ty Hilliker, Close Street Supervision Unit Manager

Phone/E-mail: 503-988-6454, Ty.Hilliker@mcsso.us

Contract Description and Responsibilities: Close Street Supervision Unit specializes in supervising pre-trial cases in Multnomah County. Close Street Deputies utilize SCRAM alcohol monitoring. Vigilnet provides full service case management, installation, removal, and maintenance.

Client Name: *Deschutes County Parole and Probation (Oregon)*

Contract Person(s): Deevy Holcomb, Director of Community Corrections

Phone: 541-322-7644, Deevy.Holcomb@deschutes.org .us **Fax:** 541-383-0165

Contract Description and Responsibilities: Deschutes County Oregon is a smaller size county to Washington County with approximate population of 175,268 (2015 Census). They monitor approximately 125 participants daily

Client Name: *Washington County Adult Probation Department, Pennsylvania*

Contract Person(s): Jon Ridge

Phone: 724-678-6928, jon.ridge@washigntoncourts.us

Contract Description and Responsibilities: In partnership with the County, Vigilnet monitors approximately 250 participants daily on various forms of electronic monitoring technology. Participant population includes pre-trial, probation and parole cases.

GPS References:

Client Name: *Multnomah County Sheriff's Office (Oregon)*

Contract Person(s): Sergeant Ty Hilliker, Close Street Supervision Unit Manager

Phone/E-mail: 503-988-6454, Ty.Hilliker@mcsso.us

Contract Description and Responsibilities: Close Street Supervision Unit specializes in supervising pre-trial cases in Multnomah County. Close Street Deputies utilize GPS monitoring. Vigilnet provides full service case management, installation, removal, and maintenance.

Client Name: *Deschutes County Parole and Probation (Oregon)*

Contract Person(s): Deevy Holcomb, Director of Community Corrections

Phone: 541-322-7644, Deevy.Holcomb@deschutes.org .us **Fax:** 541-383-0165

Contract Description and Responsibilities: Deschutes County Oregon is a smaller size county to Washington County with approximate population of 175,268 (2015 Census). They monitor approximately 125 participants daily

Client Name: *Washington County Adult Probation Department, Pennsylvania*

Contract Person(s): Jon Ridge

Phone: 724-678-6928, jon.ridge@washigntoncourts.us

Contract Description and Responsibilities: In partnership with the County, Vigilnet monitors approximately 250 participants daily on various forms of electronic monitoring technology. Participant population includes pre-trial, probation and parole cases.

Mobile Breath References:

Client Name: *Multnomah County Sheriff's Office (Oregon)*

Contract Person(s): Sergeant Ty Hilliker, Close Street Supervision Unit Manager

Phone/E-mail: 503-988-6454, Ty.Hilliker@mcsso.us

Contract Description and Responsibilities: Close Street Supervision Unit specializes in supervising pre-trial cases in Multnomah County. Close Street Deputies utilize GPS monitoring. Vigilnet provides full service case management, installation, removal, and maintenance.

Client Name: *Deschutes County Parole and Probation (Oregon)*

Contract Person(s): Deevy Holcomb, Director of Community Corrections

Phone: 541-322-7644, Deevy.Holcomb@deschutes.org .us **Fax:** 541-383-0165

Contract Description and Responsibilities: Deschutes County Oregon is a smaller size county to Washington County with approximate population of 175,268 (2015 Census). They monitor approximately 125 participants daily

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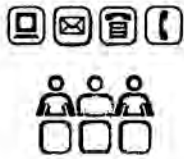
Since being founded in 2006, Vigilnet has not had a contract terminated for cause. We have never been involved in any litigation with our government agency customers.

Important County Consideration. Vigilnet would be happy to make our entire customer list available to Washington County, if requested. We believe that allowing large companies, such as those competing in this RFP, to hand select a few references, does not provide an accurate reflection of their work quality.

26.6.1 Remote Service Center

- **Describe Remote Service center and help desk facilities:**

Standard monitoring and support through our customer support centers include:



24/7/365
Program
Support

- Round-the-clock monitoring and analysis
- Live, skilled staff to answer questions about participant activities, equipment, alerts, and notification
- Accessible via toll-free numbers, email, web, or chat
- On-demand, web-based systems training and product certification programs
- Secure, web-based access to participant data
- Multiple redundant servicing locations and staff located across the nation



Quality
Assurance

- Caller ID and unique PIN identification
- Internet (VOIP) phone system for inbound and outbound calls
- Inbound and outbound call-recording for quality assurance and retrieval

Flexible Reporting

- Real-time reporting for required actions and participant management
- Automated alert notifications to agencies and officers via text or email
- Daily Summary Reports via scheduled emails and accessible through our web-based system
- Self-service applications for case generation, troubleshooting, research, and problem solving
- Formal court reports

Program Management

- Transition services during the first 90 days for new programs
- Best practices for inventory control and management
- Equipment-status management for returns, maintenance, and availability
- Vigilnet program operational support
- Consumable allocations based on product usage
- Standard 3-day shipping on new and replacement orders

*Training and Court
Support*

- Formal court reports and court testimony assistance available via video, telephone, or in-person, based on hearing type
- On-demand, web-based training and product certification programs

• Describe remote access abilities, reports and alert process

All of the products that we utilize have web-based software that allows our customers to log-in from any internet accessible computer. The user only needs to have the host website and their confidential and secure log-in credentials. We also provide access to mobile applications that can be accessed via smart phones, iPads or any Android or iOS capable phone/device. For reporting and alert processes, please refer to the specific devices and the “*Reporting*” section of this RFP.

• Detail 24/7/365 coverage

All of our equipment providers provide a 24/7/365 monitoring center staffed with customer support specialists and data analysts. Skilled staff are available to answer questions about participant activities, equipment, alerts, and notifications. Support is accessible via toll-free numbers, email, web, or chat. All conversations are documented and calls are recorded.

Of our partners, SCRAM Systems has two physical monitoring centers: one in Littleton, Colorado, and the other in Alpharetta, Georgia. Attenti (GPS) has two monitoring centers: one in Odessa, Florida and the other in Memphis, Tennessee. The BI SL2 has two monitoring centers: one in Anderson, Indiana and the other in Aurora, Illinois. Having multiple monitoring and data centers in place allows for redundant and seamless monitoring should there be a natural or physical disaster in any of these locations. These call centers are devoted solely to monitoring participants on their respective systems 24/7/365.

• Describe technical support and customer service capabilities

Vigilnet will provide direct customer service from our toll-free number during normal business hours and all customers are provided with emergency “after hour” contact numbers to assist them with their caseload supervision questions. In addition, all of our equipment vendors offer 24/7/365 customer support numbers if a customer has the immediate need to speak directly to a representative about the monitoring equipment or tracking issues.

To support Washington County’s location and alcohol monitoring program, our partners offer 24/7 monitoring centers. In the SCRAM call center, for instance, each team member goes through 316 hours of operations training as well as ongoing training and certifications. In addition, the County will be supported by a dedicated Account Manager, who will be a liaison for the County, taking responsibility for account support, training, and program development.

Dedicated to help support and/or design and launch a program tailored specifically to Washington County's budget, policies, procedures, and goals, our team becomes an extension of your team, providing ongoing training and support, assisting with research and reporting, and continually making expert recommendations to optimize your program's efficiency.

In addition to our 24/7 monitoring centers, all of our partners offer Field Support Services which is a team comprised of highly-trained product and industry experts who are available—in person, by phone, or by video—to help your program launch, grow, and thrive. They provide professional service and support for Vigilnet customers by performing onsite initial and refresher training, equipment installations on active participants for new programs, and repairs and maintenance for the full suite of systems products. One of our partners has a Field Support Services team which has a combined 45 years of experience in the criminal justice industry, with 40 years of GPS-specific experience and 24 years of probation experience. They bridge the gap between program adoption and customer support by providing more than 1,500 hours of training to our partners and agencies each year. Field Support Services can assist with diagnosing technical issues to determine proper solutions and ensure your electronic monitoring program is running to your satisfaction

• **Security of confidential information (hard copy and online)**

All of our partners use industry monitoring tools that monitor network, application, database, and systems 24/7 with alarms and alerting.

Network Security. All systems are monitored by firewalls and intrusion detection systems.

Confidentiality. Our Partners have strict policies in their call centers to ensure that all participant data records are retained, stored, and disseminated in line with industry confidentiality guidelines. All employees are bound by confidentiality agreements. Vigilnet and our partners do not release information to any parties who are not directly involved in the participant's supervision without formal legal releases or subpoenas on file. This includes telephonic and written requests. All Vigilnet employees undergo background checks prior to being hired. Proper documentation will be provided upon request and as allowed by law.

Data Encryption. All information is encrypted using password protection that meets guidelines from the National Institute of Standard and Technology (NIST). Vigilnet partner webservers use SSL certificates to ensure that all session data is encrypted and all host communications information is confidential. The entire perimeter is protected and monitored by high-availability firewalls and intrusion-detection/intrusion-prevention systems.

User Access Authentication and Authorization. All users must have a username and password to access the system. The application is constructed in a manner to ensure that customers do not have access to any systems operations areas and are restricted to their portal view of the data. Also, our phone system works in conjunction with documentation software which provides a caller ID match within the database. This helps to ensure that calls coming into Vigilnet are from authorized systems customers.

Assessment of Security Threats. Our partners perform quarterly reviews of security by using industry standard tools (Nessus, Rapid7, and GFI Languard), which assess and document security threats and vulnerabilities. In addition, an annual independent audit is performed to examine overall security measures. These reports are highly confidential and will be made available in a confidential manner upon request.

• Detail your data recovery plan (power failures, system failures, natural disasters, unauthorized access, etc.) to include secondary data center abilities

Risk Mitigation. Vigilnet and our partners have invested significantly in a formal Business Continuity Plan with the supporting infrastructure in the area of data back-up and recovery in order to prevent business interruptions. This plan includes data protection, risk assessment information, infrastructure security, back-up and recovery processes, as well as performance monitoring practices. It ensures the protection of critical assets and customer data. Our approach to risk mitigation includes the following:

- Vigilnet partners are ISO 27001:2013 certified with a risk management framework that is reviewed by external auditors. Within the ISO27001:2013 processes are business continuance plans and exercises of the plan with corrective actions. We have both simulations and actual failovers to exercise our plans. The plans are reviewed on a quarterly basis.
- If a system upgrade or maintenance will impact system availability, a notification is sent to customers at least 48 hours in advance.
- Vigilnet and our partners use state-of-the-art monitoring tools which monitor our network, application, database, and systems 24/7 with alarms and alerting. Both internal and external hosted monitors ensure that an outage will immediately be recognized and alerted for a quick resolution.
- Database perimeters are protected and monitored by high availability firewalls and intrusion detection systems.
- Vigilnet and our partners use redundant, identical systems available in multiple remote data centers for failover if any issues are seen at the primary data centers. Centrally hosted and managed off-site data centers provide sufficient resources to manage and maintain Vigilnet's information and infrastructure. This necessary redundancy, used in conjunction with off-site vaulting services, ensures that customer data is well protected. Vigilnet and our partners provide high quality, secure backups and operational efficiency.
- Vigilnet and our partners design our systems with multiple layers of authentication. The roles-based security model allows authorized users to administer the rights assigned to individuals.
- Vigilnet and our partners have been designed to support redundant hardware and software systems. Performance and reliability are evaluated quarterly. At that time weaknesses within the systems are evaluated and any needed modifications are made to ensure that the monitoring systems remain operational and highly functioning. If there are

interruptions of service, Vigilnet operations personnel are immediately notified and that information is relayed to any affected agencies.

Risk Management. Vigilnet and our partners can develop a risk management plan and work with Washington County on its format, methodology, tools used, and Washington County’s involvement in risk prioritization. Our approach to risk management follows the Project Management Institute’s Product Management Body of Knowledge. This is flow-charted below and can be tailored to be consistent with Washington County requirements. Because risks can come from so many sources, it’s imperative that our risk management process be collaborative.



In summary, Vigilnet and our partners have multiple data centers, which are capable of processing 100% of all demand from our customers. In the event of a disaster, electrical, or equipment failure, the backup centers will go live as the recovery data centers within 20 seconds. Backup files are also created, and test restored to a backup server every 24 hours in order to ensure 100% backup validation.

26.6.2 Reporting

Each technology that has been specified in this RFP proposal has very in-depth reporting capabilities built into their respective software applications. Each software has reporting based upon a specific participant, supervising officer, judge, or entire caseload. These reports allow for a supervisor to monitor the case managers for proper evidenced based practices and to ensure that the minimum county supervision requirements are being met. Reports can be run for a specified period or at a random interval, whichever is best for the court’s needs. All of the reporting data is accurate and available based upon the last data upload to the server.

Each technology proposed herein has access to the latest web based encrypted technology required by ISO 9001. Also, the benefits to the County can be huge, as the cost for additional servers and IT staff is minimized with all web-based reporting technologies. This also allows for officers to have real time access to critical information while actively engaged in participant supervision services while working their caseloads in the field.

Each technology application has software that is easily accessible and navigable by both installers and supervising officers. Each application has installation procedures that are clearly explained and outlined preventing any issues with hardware installation. Each software

application requires the officer to input the participant’s specific data prior to assigning any technologies to them. Once this information has been accurately inputted, the participant is then assigned to the serialized technology (CAM, SL2 or Attenti GPS) which prevents any errors in the installation process. Once a participant is removed from the system, they are inactivated from their respective equipment, all billing charges are discontinued, and the participant is given a completion certificate indicating that all of their equipment was either returned or not. If there is an outstanding balance that is due, the participant is set-up in a payment program and the courts are notified of the payment schedule set forth.

The monitoring software provides a wide range of reports and graphs, such as a snapshot of a single non-compliance event or a comprehensive view of a participant’s behavior over time. It allows supervising authorities to customize and tailor reporting that best suits their needs, further helping to reduce officer workload through exception-based reporting. Reports can be viewed online, printed, saved, and emailed /or downloaded as PDFs, Excel files, or Word documents. Following is a listing of reports by category, as well as examples.




SCRAM CAM Reports

The following reports are applicable to SCRAM CAM only but all of our partners have very similar reporting capabilities.


Daily Action Plan: On a daily basis, agencies receive a Daily Action Plan (DAP) that contains an analysis of any violations and necessary actions pertaining to the previous day’s activity.

Daily Action Plan - 06/30/2015						
Critical Communications						
Client Name	Agent Name	Agency	Alert Date	Rcvd Date	Days Open	Action Taken
Adams, Blake	Johnson, Steve	Mineral Monitoring	06/25/2015	06/25/2015	5	
No communication from bracelet since 06/23/2015 12:23 PM. No communication from base station since 06/23/2015 1:43 PM.						
Equipment Assignment						
Client Name	Agent Name	Agency	Alert Date	Rcvd Date	Days Open	Action Taken
Brown, Tara	Stone, Tiffany	Saddle Rock Probation Services	06/03/2015	06/03/2015	29	
IMMEDIATE ATTENTION REQUIRED. Base Station 1001223 and CAM Bracelet 100198 is in pending assignment. Please complete assignment process.						
Johnson, Joe	Johnson, Steve	Mineral Monitoring	06/24/2015	06/24/2015	6	
IMMEDIATE ATTENTION REQUIRED. Base Station 1000470 and CAM Bracelet 10975 is in pending assignment. Please complete assignment process.						
Lewis, George	McDonald, Frank	Thomas Court Services	06/05/2015	06/05/2015	27	
IMMEDIATE ATTENTION REQUIRED. CAM Bracelet 8546 is in pending assignment. Please complete assignment process.						
Watson, Amanda	McDonald, Frank	Thomas Court Services	06/05/2015	06/05/2015	27	
IMMEDIATE ATTENTION REQUIRED. CAM Bracelet 8016 is in pending assignment. Please complete assignment process.						


CAM Activity Report: Compiles all participant compliance activity for a period of time.

		CAM Activity Report	
		Heather Fisher	
		12/10/2014 - 4/1/2015	
Client:	Heather Fisher	Supervising Authority:	Mineral Monitoring
Case Number:	45477	Contact:	John Englewood
Offense:	DUI - 1st	Report Prepared on:	4/1/2015
Date of Birth:	12/1/1994	Assigned Equipment	
Address:	1241 S Mineral Littleton, CO 80120	CAM Bracelet	82288
Date on Program 12/5/2014		Days Monitored 118	
Activity			
Heather Fisher was placed on the SCRAM program on 12/5/2014 and continues to be monitored under the SCRAM program as of the date of this report. This report has been prepared for the above stated period.			
The SCRAM system detected no alcohol consumption events and no tamper events for the reporting period.			
Additional Comments:			
Date Printed: 4/1/2015 5:24 PM (UTC)		Page 1 of 2	


Compliance Summary: Supplies the number of confirmed noncompliance events for a given period of time or date range. This can run by agency or agent/officer.

		Compliance Summary By Agency		
		Customer: Mineral Monitoring, Inc.		
		6/1/2016 - 6/8/2016		
Agency	Total Clients	# of Compliant Clients	# of Clients with Confirmed Alerts	# of Confirmed Alerts
Aaron Bail Bonds	13	12	1	4
Clarke Corrections Services	27	24	3	7
Flanders Detention	8	8	0	0
Paulson Treatment Center	124	119	5	9
Colorado Monitoring and Drug Testing	22	21	1	2


Usage Report: Compiles the number of participants started, added, inactivated, and ended for each caseload in an agency.

 Usage By Agent Agency: Mineral Monitoring 1/1/2015 - 4/6/2015					
Agent Name	Number of Clients at Start	Number of Clients Added	Number of Clients Removed	Number of Clients at End	Days Assigned
Vickers, Pamela	1	13	3	11	544
Bishop, Jon	0	2	0	2	59
Joseph, Joanne	1	2	0	3	109
Totals:	2	17	3	16	712

Agency Activity Report: Displays the number of alerts generated by all participants assigned to an agent/officer for during a specified date range.

 Activity By Agency Customer: Mineral Monitoring 12/1/2014 - 1/31/2015				
Agency 1	Existing Alerts	Alerts Received	Alerts Resolved	Unresolved Alerts
Supervisor: 1, Agent Supervisor				
1, Agent				
Positives:	2	0	0	2
Tampers:	1	0	0	1
Equipment Alerts:	3	0	0	3
1, Agent Totals:	6	0	0	6

Participant Office Download Schedule Report: Lists all of the manual data upload days for each participant in an agency.

 Client Office Download Schedule Customer: Mineral Monitoring			
Mineral Monitoring			
Client	Schedule Type	Schedule Time	Comments
Fisher, Heather	Periodic	Every 2 Day(s)	
Harrison, Alexandra	Manual	Sunday Tuesday Thursday Saturday	
Leonard, Greg	Periodic	Every 1 Day(s)	

Non-Compliance Report: Combines all collected data related to an alcohol or tamper event.



Client Non-Compliance Report
6/6/2016 - 6/7/2016

Client: Smith, John
Case Number: 823970
Date of Birth: 12/19/1985
CAM Bracelet Number: 48001

Agency: Adams County, CO
Agent: Martin, Jan
Court: Adams County DUI Court
Judge: Baker, Mary

Data Interpretation

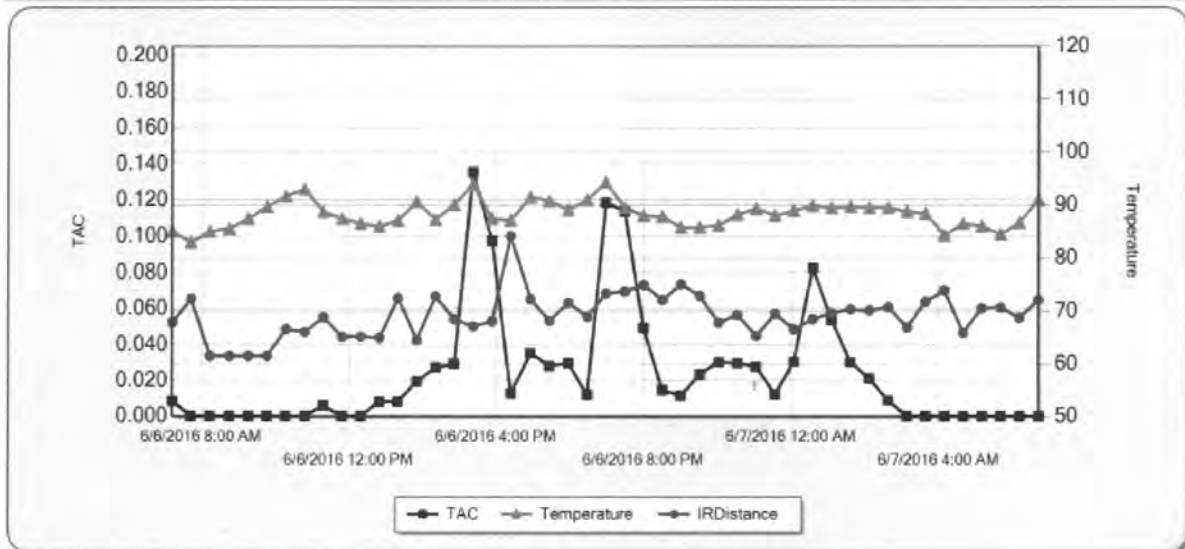
The Trans-dermal Alcohol Concentration (TAC) readings are the black line and are represented on the scale to the left of the graph. The Infrared (IR) readings are identified on the light blue line and the temperature readings are displayed on the red line and represented by the scale on the right of the graph.

Confirmed Consumption

Alcohol detections confirmed as consumption identify the Transdermal Curve and include both the presence of absorption to the peak with an absorption rate less than 0.10% per hour, and the presence of elimination with an elimination rate less than or equal to 0.035%

The graph below isolates the confirmed alcohol consumption event.

Overlay Graph



Client Report: Displays specific information for a single participant. This report is highly configurable using search filter in order to display specific information, such as alcohol graphs, unresolved alerts, all readings/messages, etc.



Client Report 6/6/2016 - 6/7/2016

Client: Smith, John
Case Number: 32907
Date of Birth: 12/19/1985

Agency: Adams County CO
Agent: Martin, Jan
Court: Adams County DUI Court
Judge: Baker, Mary

Client Information

File #: 58923

Gender: F

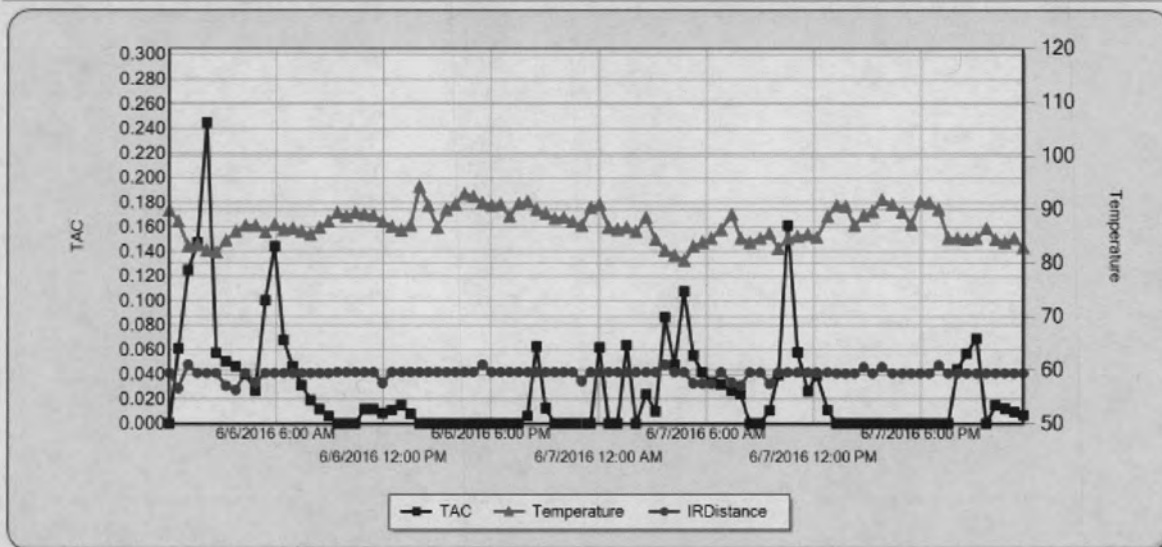
Date on Program: 10/22/2015

Expected Date Off:

Days Monitored: 99

Client Type: Probation


Overlay Graph



Positives

TAC Level	Time	Date
0.061	12:32 AM	6/6/2016
0.125	1:05 AM	6/6/2016
0.147	1:36 AM	6/6/2016
0.245	2:07 AM	6/6/2016
0.057	2:39 AM	6/6/2016
0.050	3:11 AM	6/6/2016
0.046	3:44 AM	6/6/2016
0.040	4:16 AM	6/6/2016

Consumables by Location Report: Displays the number of "Battery/Faceplate" and


		Consumables by Location Customer: AMSLive April 2016				
Location	Clients Monitored	CAM Bracelet on shelf	CAM Bracelet in Transit to Location	CAM Bracelet w/ RMA on shelf	Battery/Faceplate Allocation	Strap Allocation
[Default]	63	56	0	21	17	2
Denver	22	54	3	26	4	1
Dorothy	1	1	0	0	0	0
Heather's Inventory	2	2	0	0	0	0
Las Vegas	0	0	0	1	0	0
Level One Training	2	1	0	0	0	0
Mia	0	1	0	0	0	0
Shorty Kanye	0	0	0	0	0	0
Test Location	1	1	0	1	0	0
Tony's Inventory	2	1	0	0	0	0
Wardrobe	0	0	0	0	0	0
	93	117	3	49	21	3

"Adjustable Strap Replacement" kits that should be stocked at each of your servicing locations.


Reports Applicable to CAM, Remote Breath, and House Arrest

The following reports are available for SCRAM CAM, SCRAM Remote Breath, and SCRAM House Arrest.


Caseload Management Calendar Report: Contains a calendar with the names of all participants with some type of scheduled activity during the next two weeks, such as an equipment installation, equipment maintenance, or equipment removal. This report can display all participants with pending or upcoming activities for an entire agency or all participants with pending or upcoming activities that are being managed by a specific agent/officer.

		Caseload Management Calendar Agency: Mineral Monitoring 3/30/2015 - 4/12/2015				
Agency Mineral Monitoring	Caseload: 25 CAM: 12 CAM + HA: 8 HA: 5 Assigned: 4 Direct Connect: 3 No Equipment: 21	Upload Client - per Direct Connect Upload schedule Client Expected Date off Program Maintenance Required - client on upload schedule with equipment alert Client Date on Program				
Monday Mar 30 ▲ Fisher, H Ⓢ Leonard, G	Tuesday Mar 31 ▲ Harrison, A Ⓢ Leonard, G	Wednesday Apr 01 ▲ Fisher, H Ⓢ Leonard, G	Thursday Apr 02 ▲ Harrison, A Ⓢ Leonard, G	Friday Apr 03 ▲ Fisher, H Ⓢ Leonard, G	Saturday Apr 04 ▲ Harrison, A Ⓢ Leonard, G	Sunday Apr 05 ▲ Fisher, H ▲ Harrison, A Ⓢ Leonard, G
Monday Apr 06 Ⓢ Leonard, G	Tuesday Apr 07 ▲ Fisher, H ▲ Harrison, A Ⓢ Leonard, G	Wednesday Apr 08 Ⓢ Leonard, G	Thursday Apr 09 ▲ Fisher, H ▲ Harrison, A Ⓢ Leonard, G	Friday Apr 10 Ⓢ Leonard, G	Saturday Apr 11 ▲ Fisher, H ▲ Harrison, A Ⓢ Leonard, G	Sunday Apr 12 ▲ Harrison, A Ⓢ Leonard, G
Unresolved Equipment Alerts						
Client	Phone	Alert Type	Comments			
Lynn, Dalton		Strap Maintenance Required				
Harrison, Alexandra		Replace Equipment				
Schwartz, Hunter		Strap Maintenance Required				
Smith, Jason		Strap Maintenance Required				
Mangin, Jeff		Strap Maintenance Required				
Lynn, Dalton		Replace Battery/Faceplate	IMMEDIATE ATTENTION REQUIRED. Replace battery/faceplate and re-tilt the bracelet. Use the Bracelet Maintenance Wizard on client's Equipment page when replacing so that alert resolves/resets. Then perform a Direct Connect upload.			
Fisher, Heather		Replace Battery/Faceplate	IMMEDIATE ATTENTION REQUIRED. Replace battery/faceplate and re-tilt the bracelet. Use the Bracelet Maintenance Wizard on client's Equipment page when replacing so that alert resolves/resets. Then perform a Direct Connect upload.			
Arnold, Gary		Strap Maintenance Required				
Leonard, Greg		Replace Battery/Faceplate				
Upcoming Scheduled Maintenance Alerts						
Client	Phone	Alert Type	Comments			
Date Printed: 4/1/2015 6:04 PM (UTC) Page 1 of 1						


Clients Added/Removed Report: Supplies the user with a list of participants that have been added or removed from a device during a specified period of time.

		Clients Added/Removed Customer: Mineral Monitoring 8/1/2015 - 8/31/2015					
Added (4 Clients)							
Client	Monitoring Type	Case Number	File Number	Agency	Agent	Court	Judge
8/3/2015							
Jones, Sara	CAM	626264		County Probation Dept	Wolfe, Jim	County Court	
Sampson, Jon	CAM + HA	635635		County Probation Dept	Fox, Ameer	County Court	
Waters, Bill	House Arrest	586865		County Probation Dept	Fox, Ameer	County Court	
Young, Julie	Remote Breath	579335		County Probation Dept	O'Brien, Veronica	County Court	


Client Snapshot Report: Provides an agency's current participant workload.

		Client Snapshot				
		Agency: Adams County				
		For 6/10/2016				
Client Name	Case Number	Monitoring Type	Client Type	Date Assigned	Expected Date Off Program	Number Monitored Days
Peters, Robert	5602S102	Remote Breath	Probation	6/5/2016	6/20/2016	6
Sanford, Ann	5602S063	CAM	Veteran Court	6/5/2016	6/14/2016	6
Wilson, Victory	5602S159	CAM + HA	Pre-Trial	6/5/2016	6/13/2016	6
Total Clients		3				


Current Inventory Report: Assists as a checklist while conducting a physical inventory and verifying the status of all equipment. It can be sorted by device type and/or inventory status.

		Current Inventory																				
		Customer: Adams County																				
		For 6/10/2016																				
Location																						
Region	Assigned to Client		Awaiting Return		In Inventory		In Transit to AMS		In Transit to Location		Lost		Pending Assignment		Pending Removal		Perm. Lost		Shipped From AMS		Total	
	Oper	RMA	Oper	RMA	Oper	RMA	Oper	RMA	Oper	RMA	Oper	RMA	Oper	RMA	Oper	RMA	Oper	RMA	Oper	RMA	Oper	RMA
Western Region																						
Denver Office																						
Base Station	5	0	0	0	25	2	0	1	0	0	2	0	5	0	0	0	0	0	0	0	38	0
CAM Bracelet	3	19	0	0	58	31	0	0	0	19	2	10	10	0	4	18	30	0	0	91	19	
HA Bracelet	0	0	1	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0
MultiConnect	0	0	0	0	4	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0
Remote Breath	50	6	0	0	53	4	0	2	2	6	4	1	10	1	5	0	0	0	0	0	124	6
Aurora Office																						
Base Station	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0
CAM Bracelet	0	0	0	0	2	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	3	0
HA Bracelet	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
MultiConnect	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
Remote Breath	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0


Equipment by Status Report: Provides a unique point-in-time view regarding the number of devices. Improves the process of determining future orders, returns, and overall inventory status by listing the current equipment by status.

		Equipment By Status	
Customer: Mineral Monitoring			
Assigned to Client			
Base Station			
Serial Num	Servicing Location	Damaged	RMA Number
100044	Denver	X	231456
1009516	Denver		
1024590	Denver		12354541
1034425	Denver		
1020800	Boulder County	X	3455421
5000408	Boulder County		
Total Base Station: 6			
CAM Bracelet			
Serial Num	Servicing Location	Damaged	RMA Number
66929	Denver		
82596	Denver		
BR.41173XII	Denver		
28655	Boulder County		
68468	Boulder County		
47738	Denver		
Total CAM Bracelet: 6			
HA Bracelet			
Serial Num	Servicing Location	Damaged	RMA Number
6000056	Denver		
HA1007E	Denver		
HAF50011	Boulder County		
Total HA Bracelet: 3			

Active Participants without Equipment Report: Lists all active participants that do not have equipment assigned to them.


		Active Clients Without Equipment			
Customer: Mineral Monitoring					
6/9/2016					
Client Name	Case Number	Monitor Type	Date Assigned	Last Monitor Day	Monitor Days
Adams County					
Fox, Charles	342490	Remote Breath	4/10/2014	1/21/2016	4
Arapahoe County					
Baldwin, Phil	5278934	CAM	3/1/2016	6/3/2016	95
Connors, Marge	2576455	Remote Breath	4/11/2016	5/9/2016	27
Grey, Daniel	1905367	Remote Breath	5/9/2016	6/8/2016	31
Jackson, Nancy	7889023	Remote Breath	5/17/2016	6/7/2016	22
Sanders, Grayson	8246772	Remote Breath	5/13/2016	6/8/2016	27
Douglas County					
Patterson, Howard	1275744	CAM	1/9/2014		0
Total: 7					

Equipment by Location Report: Provides a snapshot of where devices are located in each servicing location. This report can also be broken down by region if necessary.


		Equipment By Location	
		Customer: Mineral Monitoring	
GPS Bracelet			
Denver			
Serial Num	Inventory Status	Damaged	RMA Number
NF1111111	In Transit to AMS	X	143450002
Total: 1			
Boulder County			
Serial Num	Inventory Status	Damaged	RMA Number
NF0003140	Shipped From AMS		
NF0003381	In Inventory		
NF3333333	In Inventory		
NF5468547	In Inventory		
NF8888886	Shipped From AMS		
Total: 5			

Monthly Device Assignments Report: Provides the necessary level of detail to reconcile the daily numbers that appear in the service/billing invoice sent to agencies each month. This report is available at the end of each month.

Billing Summary Report: Provides a running count of the number of bracelets assigned for any given day during the current month. At the end of each month, this report is regenerated as the Monthly Billing Summary Report.

		Billing by Region			
		Western Region			
		4/1/2015 - 4/7/2015			
Monitor Date	CAM	CAM + HA	House Arrest	Remote Breath	Total
4/1/2015	4	3	2	64	73
4/2/2015	5	2	2	64	73
4/3/2015	5	2	2	64	73
4/4/2015	5	2	2	64	73
4/5/2015	5	2	2	64	73
4/6/2015	5	2	2	64	73
4/7/2015	5	2	2	64	73
Total	34	15	14	448	511

Monthly Billing Summary Report: This report displays the daily number of participants being monitored using one of the SCRAM products. It is composed of the following sections:

		Billing Summary			
		Midwest Monitoring and Surveillance			
		5/1/2016 - 5/21/2016			
Monitor Date	CAM	CAM 2/HA	House Arrest	Remote Breath	Total
5/1/2016	159	270	163	425	1,017
5/2/2016	166	277	173	453	1,069
5/3/2016	165	278	176	456	1,074
5/4/2016	158	274	167	454	1,053
5/5/2016	160	271	170	458	1,059
5/6/2016	162	269	166	446	1,043
5/7/2016	156	257	162	438	1,013
5/8/2016	156	248	158	435	997
5/9/2016	164	257	159	440	1,020
5/10/2016	166	259	160	440	1,025
5/11/2016	163	261	156	447	1,027
5/12/2016	161	264	159	439	1,023
5/13/2016	155	266	166	439	1,026
5/14/2016	153	257	163	429	1,002
5/15/2016	152	240	156	423	971
5/16/2016	154	249	163	441	1,007
5/17/2016	153	247	162	448	1,010
5/18/2016	154	245	164	451	1,014
5/19/2016	153	245	167	452	1,017
5/20/2016	157	244	170	457	1,028
5/21/2016	155	237	166	450	1,008
Total	3,322	3,416	3,445	3,321	21,503

Client Summary: Supplies a summarized view of a participant's performance for the selected time period or date range. This report can be run by agent/officer, agency, or court.

CAM Example:

SCRAM SYSTEMS		Client Summary For Judge					Confirmed Alerts for		
		Judge: Mary Baker		Court: Adams County DUI Court			5/27/2016 - 6/9/2016		
CAM									
Client Name	Case Number	Date Assigned	Days Monitored	Last Confirmed Alert Date	Date Last Heard From	Days For Period	Positives	Tampers	
*Andrews, Frank	5602S125	12/20/2014	532		5/8/2016	14	0	0	
*Black, Patty	5602S141	10/29/2014	546		5/9/2016	14	0	0	
*Bowman, Brad	5602S197	10/2/2015	252		5/8/2016	14	0	0	
*Carter, Bill	5602S121	2/17/2016	114		5/8/2016	14	0	0	
*Dickson, Greg	5602S011	12/23/2015	170		5/8/2016	14	0	0	
*Fuller, Wilma	5602S099	12/23/2015	134		5/9/2016	14	0	0	
*Landers, Ruth	5602S140	10/27/2014	564		5/8/2016	14	0	0	
*Mayfield, Ryan	5602S072	12/23/2015	170		5/9/2016	14	0	0	
*McDaniel, Paul	5602S126	3/17/2015	315		5/27/2016	1	0	0	
*McDonald, Evan	5602S133	2/17/2016	114		5/8/2016	14	0	0	
*Richards, Greg	5602S039	10/3/2015	247		5/8/2016	10	0	0	
*Rowes, Teresa	5602S170	6/6/2016	4		5/8/2016	4	0	0	
*Sanford, Lou	5602S071	4/6/2015	425		5/7/2016	14	0	0	
*Thompson, Mark	5602S182	11/4/2014	578		5/9/2016	8	0	0	

HA Example:

SCRAM SYSTEMS		Client Summary For Judge					Alerts for 5/27/2016 - 6/9/2016						
		Judge: Mary Baker		Court: Adams County DUI Court			5/27/2016 - 6/9/2016						
House Arrest													
Client Name	Case Number	Date Assigned	Days Monitored	Last Alert Date	Date Last Heard From	Days For Period	Unauthorized Leave	Did Not Return	Late Return	Call From Wrong Number	Base Station Housing Tamper	Missed Check In Call	
*Andrews, Frank	5602S125	12/20/2014	532	5/8/2016	5/8/2016	14	1	6	0	0	0	0	
*Black, Patty	5602S141	10/29/2014	546	5/27/2016	5/9/2016	14	1	0	0	0	0	0	
*Bowman, Brad	5602S197	10/2/2015	252	5/29/2016	5/8/2016	14	0	2	0	0	0	0	
*Carter, Bill	5602S121	2/17/2016	114	5/4/2016	5/8/2016	14	1	3	4	0	0	0	
*Dickson, Greg	5602S011	12/23/2015	170	5/9/2016	5/8/2016	14	4	0	0	0	0	0	
*Fuller, Wilma	5602S099	12/23/2015	134	5/9/2016	5/9/2016	14	126	11	11	0	0	0	
*Landers, Ruth	5602S140	10/27/2014	564	5/8/2016	5/8/2016	14	0	2	2	0	0	0	
*Mayfield, Ryan	5602S072	12/23/2015	170	5/8/2016	5/9/2016	14	3	0	0	0	0	0	
*McDaniel, Paul	5602S126	3/17/2015	315	5/27/2016	5/27/2016	1	0	0	0	0	0	0	
*McDonald, Evan	5602S133	2/17/2016	114	5/3/2016	5/8/2016	14	0	0	0	0	0	0	
*Richards, Greg	5602S039	10/3/2015	247	5/7/2016	5/8/2016	10	0	1	1	0	0	0	
*Rowes, Teresa	5602S170	6/6/2016	4	5/6/2016	5/8/2016	4	0	0	0	0	0	0	
*Sanford, Lou	5602S071	4/6/2015	425	5/9/2016	5/7/2016	14	3	5	0	0	0	0	
*Thompson, Mark	5602S182	11/4/2014	578	5/31/2016	5/9/2016	8	2	0	0	0	0	0	

Attenti GPS Reports

EM Manager includes a powerful reports module designed to provide our customers with many reports across multiple criteria. Over 90 reports have been defined, most based on customer requests and requirements. Some of these reports were designed to report data that is pivotal to monitoring participant behavior and some focus on the parameters key to successful program management.

Reports are not only easily available to authorized users via our web-based platform, they are up to date because our database is updated directly by our servers in real time; we never do batched updates. The reports function makes it possible for officers and supervisors to view reports online, as well as download data and reports right to computers and printers.

System Generated Daily Reports

Attenti also offers two reports that can be emailed daily to supervising officers: the Daily Event Summary Report and the Case Management Activity Report.

- Daily Event Summary Report (DESR): The DESR is a summary of all violations and events generated the previous day. A summary graph introduces the report and sums up the total number of violations per participant and per office. The subsequent pages give more detailed information for each participant, including the event start and end times, the status, and the duration.
- Case Management Activity Report (CMAR): The CMAR provides all violation information and the notes entered in the Case Management Tool the previous day.

Standard Reports

The reports available through EM Manager have selectable configuration options based on the data required.

EM Manager offers reports under the following categories:

- Call History: The Customer Call History report is normally used as a management report. It provides the agency with a summary of all calls placed to the Attenti Monitoring Center.
- Case Management: Case Management reports detail alerts and events, whether they are resolved or unresolved, and the entries made in the Case Management module by the officers and by the monitoring center agents.
- Equipment: Most of these reports provide information needed for inventory management; for example, our Equipment Summary Report lists all inventoried equipment—both assigned and unassigned—and is sortable by serial number, participant, officer, or office. Device call reports, charge reports, and GPS status reports are also included in this category.
- Notifications: Notifications reports include summaries, escalations, contact checklists, and statistical data.
- Rules: Rules reports are administrative reports that are beneficial for officers who want to ensure they have properly enrolled a participant.

- **Software Usage:** These are management reports, used to manage staff, employees, and other resources of the agency's electronic monitoring program.
- **Tools Reports:** These reports summarize entries in the EM Manager *Call Tree* and *Move Offender* tools.
- **Violations:** Violation reports manipulate the fields of information related to violations, presenting the data in many different ways: how often, how many, by caseload, by participant, etc. These reports are highly customizable; the data can be sorted by caseload, participant, supervision level, or equipment.

Offender Pay Report

Within the Offender Pay Module of EM Manager, a record of all charges and payments can be pulled for each individual participant, based on the Start and End Dates selected.

System Generated Daily Reports

Daily Event Summary Report (DESR)

The DESR is a summary of all violations and events generated the previous day. A summary graph introduces the report and sums up the total number of violations per participant and per office.

attenti		Active Daily Event Summary Report						
		Department of Corrections						
		8/3/2017 12:00:00 AM - 8/3/2017 11:59:59 PM						
		Active 1 Piece GPS						
		Total	Zone	1 Piece Unable to Connect	1 Piece Tamper	1 Piece Strap	1 Piece Motion No GPS	1 Piece Battery
Total								
Offender, Steve								
Offender, Bob								
Offender, Dave								

The subsequent pages give the violation/event start and end times, the status, and the duration.



Active Daily Event Summary Report
Department of Corrections
8/3/2017 12:00:00 AM - 8/3/2017 11:59:59 PM
Active 1 Piece GPS

Officer: Officer, Tom

Offender: Offender, Steve
 1234 Drew Street
 St Paul, MN 55119

Tracking Device ID: 34206494

Bracelet ID: 0

Base Unit ID: 0

Start Time

End Time

Status

Duration

8/3/2017 8:10:09 AM

- Pending -

Shutdown

- N/A -

Officer: Officer, Tom

Offender: Offender, Bob
 123 Main Street
 Mainville, OK 12345

Tracking Device ID: 34018314

Bracelet ID: 0

Base Unit ID: 0

Start Time

End Time

Status

Duration

8/3/2017 9:12:02 AM

- Pending -

No Motion

- N/A -

Officer: Officer, Tom

Offender: Offender, Dave
 3633 Old Allen Rd
 Memphis, TN 38127
 (901) 555-9877

444445

555554

Tracking Device ID: 34000169

Bracelet ID: 0

Base Unit ID: 0

Start Time

End Time

Status

Duration

8/3/2017 10:05:13 AM


- Pending -

Charging

- N/A -

Participant Notification Breakdown Report (PNBR)

The PNBR provides all of the violations for an agency and the percentage breakdown for each violation.

						
Notification Breakdown Department of Corrections Date Range: 12/22/2017 through 12/27/2017 Supervision Level: Active Business Hours: 8am to 5pm Monday Tuesday Wednesday Thursday Friday Weekend: 5pm Friday to 8am Monday Notification(s) Selected: E-Mail						
Circuit	Rule	Business Hours	After Hours	Weekend	Total	Percent
Department of Corrections	AC Power Disconnect	0	0	0	0	0.00%
	Alcohol Device A/C Disconnect	0	0	0	0	0.00%
	Alcohol Device Caller ID	0	0	0	0	0.00%
	Alcohol Device Motion	0	0	0	0	0.00%
	Alcohol Device Phone Line Disconnect	0	0	0	0	0.00%
	Alcohol Device Tamper	0	0	0	0	0.00%
	Alcohol Device Unable To Connect	0	0	0	0	0.00%
	Base Unit Tamper	0	0	0	0	0.00%
	Base Unit Battery	0	0	0	0	0.00%
	Base Unit Unable To Connect	0	0	0	0	0.00%
	Base Location Untrusted	0	0	0	0	0.00%
	BAT Failed	0	0	0	0	0.00%
	BAT Not Performed	0	0	0	0	0.00%
	BAT Picture Mismatch	0	0	0	0	0.00%
	Body Tamper	0	0	0	0	0.00%
	Bracelet Battery	0	0	0	0	0.00%
	Bracelet Case Tamper	0	0	0	0	0.00%
	Bracelet Gone	8	9	9	26	72.22%
	Caller ID Violation	0	0	0	0	0.00%
	Curfew	0	0	0	0	0.00%
	Device Unable To Connect	1	0	1	2	5.56%
	Exclusion Zone	0	2	3	5	13.89%
	In Charger	0	0	0	0	0.00%
	Inclusion Zone	0	0	0	0	0.00%
	Motion No GPS	0	0	0	0	0.00%
	Device Battery	0	1	2	3	8.33%
Device Tamper	0	0	0	0	0.00%	
Phone Line Disconnect	0	0	0	0	0.00%	
Strap Alarm	0	0	0	0	0.00%	
Sub-Totals		9	12	15	36	100.00%
Pager/Fax Test	AC Power Disconnect	0	0	0	0	0.00%

Standard Reports

Call History

Customer Call History

This report details the customer's call history into the Attenti Monitoring Center by the Date Range and Resolved or Escalated call status selected. It lists the call ID, name of the caller, CSA (Customer Service Agent), call date and time, duration, category, and a summary of the call.



3M Electronic Monitoring

Customer Call History

Customer: Department of Corrections

Range: 5/1/2014 through 3/12/2015

Call Type: Resolved

Call ID	Customer	Caller Name	CSA	Call Time	Duration	Category	Summary
3333806	Department of Corrections	Officer, Tom	Jeffrey	6/12/2014 2:33:33 PM	00:05:24	Passive Violation	Officer calling in regards to UTC - cell outage in area
3335637	Department of Corrections	Officer, Mary	Kara	6/17/2014 6:13:55 PM	00:01:20	Misc	Inq: Send new code to device
3336826	Department of Corrections	Officer, Tom	Kara	6/23/2014 6:23:16 PM	00:04:00	HELP DESK	John Officer [USER] - Account not active, unable to change
3336826	Department of Corrections	Officer, Tom	Kara	6/23/2014 6:24:47 PM	00:01:45	HELP DESK	John Officer [USER] - Reset password
3344246	Department of Corrections	Officer, John	Luke	7/11/2014 1:42:19 PM	00:06:17	Transfer	Looking for Account Manager - transferred
3346112	Department of Corrections	Officer, John	Marie	7/16/2014 4:57:41 PM	00:02:15	HELP DESK	reset password for John Officer
3351836	Department of Corrections	Officer, Mary	Jeffrey	8/27/2014 6:02:53 PM	00:01:49	HELP DESK	Officer, John- sent security card to officer
3372707	Department of Corrections	Officer, Dave	Timothy	9/23/2014 4:49:30 PM	00:04:46	Inventory	Move bracelet 152798 from 3M EM Monitoring to 3M EM Demo
3382665	Department of Corrections	Officer, Dave	Marie	10/16/2014 5:54:17 PM	00:03:47	EMM	Steve Offender - forced out and then assigned 34230406
3426535	Department of Corrections	Officer, Dave	Marie	2/4/2015 5:10:14 PM	00:04:34	HELP DESK	reset password and emailed security code for Cindy Officer
Totals:						00:36:14	10

Created on 3/12/2015 4:35:37 PM (ET)

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Case Management Reports

Alert Addressed History

The purpose of this report is to display the date and time that alerts were generated, sent, and addressed in Case Management by the Officer or by the Monitoring Center. The criteria for selection are notification method(s), supervision level(s), and violation type(s).

3M											
3M Electronic Monitoring											
Alert Addressed History											
Contact: Department of Corrections											
Action Type: Email Text											
Supervision Level: Passive											
Date Range: 3/13/2015 through 3/14/2015											
Customer	Contact	Offender	DOC #	Warrant Date	Rule	Supervision Level	Violation Time	Date Sent	Date Addressed	User Who Made First Note	
Department of Corrections	Officer, Mary	Offender, Steve	00527511		Home	Passive	3/13/2015 7:10:00 PM	3/13/2015 1:18:10 AM	3/13/2015 7:57:11 AM	Officer, Mary	
Total - Officer, Mary											1
Department of Corrections	Officer, Tom	Offender, Jane	05640292		2 Piece (XT) Motion No GPS	Passive	3/13/2015 2:20:06 PM	3/13/2015 2:35:43 PM	3/13/2015 2:58:52 PM	Reply Message, Automated Alert	
Department of Corrections	Officer, Tom	Offender, John	50252032		In Charge	Passive	3/13/2015 8:03:06 AM	3/13/2015 8:08:44 AM	3/13/2015 8:08:50 AM	Officer, Tom	
Total - Officer, Tom											2

Created on: 3/17/2015 9:19:22 AM (ET) Page 1 of 1

Offender Profile Report

The Offender Profile Report allows users to view information pertaining to a participant's demographics, assigned hardware, location information, and violations. Additionally, users are able to generate the report showing all violations or specific violations that occurred within the selected date range.

3M
3M Electronic Monitoring

Offender Profile
Offender: Steve
Date Range: 1/1/2014 thru 3/1/2014

Offender Demographics

Name: Steve Offender
Customer: Department of Corrections
Level of Supervision: Active XT
Assigned Officer: Tom Officer
Enrollment Date: 4/19/2013
Deactivation Date: 1/23/2014
DC#: M09987664
Address: 123 Main Street
City, State Zip code: Odessa, FL 33566
County: Pasco
Mobile Number: 8139550957
Home/Secondary Number: 8138551212
Email: steveoffender@gmail.com
Offender Type: Violent
Comments:
Time Zone: (GMT -05:00) Eastern Time (DST Applies)

Assigned Hardware

GPS Device: 35432529 (2 Piece XT (AT&T))
Bracelet: 159226 (BTR Bracelet)
Base Unit: 50407817 (Base Unit 2000 Landline)

Location

Last Known Address: 345 Main Street Odessa, FL 33566
Current Zone: Home
Current Zone Schedule: This Offender is allowed out Monday from 11:00 AM until Monday at 05:00 PM,
Tuesday from 01:00 PM until Tuesday at 07:30 PM,
Wednesday from 11:00 AM until Wednesday at 05:30 PM,
Thursday from 11:00 AM until Thursday at 05:00 PM,
Friday from 11:00 AM until Friday at 05:00 PM.

Verification

Dates Not Reviewed:
Dates Viewed: 1/1 1/2 1/3 1/4 1/5 1/6 1/7 1/8 1/9 1/10 1/11 1/12 1/13 1/14 1/15 1/16 1/17 1/18 1/19 1/20 1/21 1/22 1/23

Case Management

Selected Violation Types: All Violations

Rule Name	Violation Time	Clear Time	Duration (hh:mm:ss)
Base Unit Unable To Connect	1/23/2014 6:01:08 PM	1/25/2014 8:54:50 AM	38:53:42
Bracelet Gone	1/23/2014 10:30:01 AM	1/23/2014 10:42:32 AM	00:12:31
2 Piece (XT) Unable To Connect	1/17/2014 8:27:01 AM	1/17/2014 8:43:13 AM	00:16:12
Base Unit A/C Power Disconnected	1/13/2014 7:00:03 AM	1/13/2014 10:18:18 AM	03:18:15
Base Unit Unable To Connect	1/12/2014 7:40:48 PM	1/13/2014 10:25:47 AM	14:45:01
2 Piece (XT) Unable To Connect	1/12/2014 6:40:24 PM	1/12/2014 6:43:20 PM	00:02:56
Base Unit A/C Power Disconnected	1/12/2014 6:21:38 PM	1/12/2014 7:32:40 PM	01:31:02
Base Unit Phone Line Disconnected	1/12/2014 5:35:30 PM	1/13/2014 10:16:57 AM	16:43:27
2 Piece (XT) Unable To Connect	1/12/2014 5:50:30 AM	1/12/2014 6:03:44 AM	00:13:14
2 Piece (XT) Motion No GPS	1/12/2014 3:34:44 AM	1/12/2014 6:08:04 AM	02:33:20
Home	1/8/2014 11:37:02 AM	1/8/2014 12:16:08 PM	00:38:06
Base Unit Unable To Connect	1/3/2014 5:50:07 AM	1/3/2014 6:09:12 AM	00:19:05
2 Piece (XT) Unable To Connect	1/2/2014 6:13:53 AM	1/2/2014 6:44:55 AM	00:31:03

Total Alert Actions

The report allows users to select an operator (Officer or Monitoring Center Agent), or all operators, and view the Case Note(s) that the operator has handled. Users will have the ability to sort by Alert Time or by Handled Time. Additionally, users can opt to view Event Monitor Users Only or Summary Totals Only.

3M					
3M Electronic Monitoring					
Total Alert Actions					
Department of Corrections					
Alert Date Range: 3/13/2015 12:00:00 AM - 3/13/2015 11:59:00 PM					
Operator Name	Alert Type	DOC Number	Offender Name	Alert Time Stamp	Handled Time Stamp
Operator One	Home	159680	Steve Offender	3/13/2015 5:09:59 PM	3/13/2015 5:15:11 PM
Total Alerts by Operator One: 1					
Operator Two	Home	730273	Joe Offender	3/13/2015 7:39:59 PM	3/13/2015 7:45:25 PM
Total Alerts by Operator Two: 1					
Operator Three	Home	646444	Jane Offender	3/13/2015 12:05:20 AM	3/13/2015 12:07:37 AM
	1 Piece (WMTD) Battery	649251	Mary Offender	3/13/2015 1:42:38 AM	3/13/2015 1:49:46 AM
	Home	610049	Chris Offender	3/13/2015 5:22:38 AM	3/13/2015 5:25:49 AM
	Home	649251	Mary Offender	3/13/2015 5:56:14 AM	3/13/2015 5:57:30 AM
Total Alerts by Operator Three: 4					
Operator Four	Home	734569	Ed Offender	3/13/2015 11:12:05 PM	3/13/2015 11:30:01 PM
	Home	734569	Ed Offender	3/13/2015 11:40:22 PM	3/13/2015 11:52:09 PM
Total Alerts by Operator Four: 2					
Total: 37					

Created on: 3/16/2015 11:39:27 AM (ET) Page 1 of 1

Unresolved Report

This report lists all Case Notes that are unresolved for the date range specified. The report includes the Violation and Case Note information.

attenti								
Unresolved Report Department of Corrections 1/19/2018 to 1/19/2018								
Customer	Offender	DC#	Rule	Violation Time Stamp	Clear Time Stamp	Note Status	Note Time Stamp	
Department of Corrections	Steve Offender	K8840	Bracelet Battery	1/19/2018 9:00:00 AM	1/19/2018 9:16:22 AM	Unaddressed		
Notes:								
				Total - Officer, Tom				1
Department of Corrections	John Offender	J4952	Indian River County	1/19/2018 7:58:20 AM	1/19/2018 8:05:23 AM	Addressed	1/19/2018 8:13:00 AM	
Notes: SSS Acknowledged alarm. Called the subject stated he has a travel pass and will be back by 1830 hrs. Instructed the subject to call his Officer ASAP when he finds out when and where he is working. Opened subject's Indian River County zone. 0805 hrs alarm cleared.chb SSS								
				Total - Officer, Dave				1
Department of Corrections	Jane Offender	K7153	Bracelet Battery	1/19/2018 9:00:00 AM	Not Cleared	Addressed	1/19/2018 9:08:21 AM	
Notes: Offender told to come back the probation office for changing on his gps equipment today. equipment has a recall with it.kennethwoulard								
				Total - Officer, Bob				1
				Total - Department of Corrections				3
				Grand Total				3

Created on: 1/19/2018 10:59:39 AM (ET)

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26.6.3 Local Office and Case Management

- **Describe plan to provide a local office within 4 blocks of the Washington County Jail.**
- **Describe where your offices and monitoring systems are located. Explain in detail the ability to adequately staff your equipment and hours the office and monitoring system are open.**

Vigilnet currently operates in the City of Hillsboro from inside the County provided office space across the street from the Law Enforcement Center/Jail. The office is staffed with case managers who manage the caseload of the Washington County contract. This office is open Monday – Friday from 8:30 AM until 5:00 PM. Should the County be able and willing to continue to offer use of the space to us, we would greatly appreciate that gesture, and we are open to discussing either paying a fair market rate for the space or providing a price concession in exchange for continued use of the space. The cost savings of not paying direct rent for the space means either additional infrastructure can be added/afforded or the price per day for monitoring services can be lowered to reflect the estimated savings of not paying rent directly to the County. Vigilnet will always work with the County in the spirit of partnership to comply with all legal and insurance requirements necessary to do business.

In the event that a new office space would be needed in the future, then we would secure a convenient location for County customers and participants, similar to what we have done with our other offices in Oregon. Vigilnet currently maintains offices in Downtown Portland and Oregon City and we have a new office scheduled to open in Bend in September 2018. Through these offices, we are able to provide service to approximately 850 participants each day. Our Portland office serves as our Oregon hub ensuring all of our customers and offices have the necessary equipment and consumables for meeting their daily supervision responsibilities. This network also allows us to rotate office staff as needed to accommodate vacation schedules, office shortages or peak demand periods at each of the offices we service.

Additionally, all of our partner monitoring centers are open 24 hours per day/365 days per year and are ready to assist our field customers.

- **Describe the ability to maintain inventory.**

Vigilnet has always maintained ample inventory levels on-hand to meet or exceed County demand. We have never had to turn away a participant because of lack of inventory. We closely monitor caseload volumes, and should we anticipate an increase in utilization then we make arrangements to have additional equipment ordered and in the office well in advance.

Our Portland office serves as the hub for equipment inventory within the Northwest Division of the Company. We also maintain a larger warehouse at our corporate offices in Omaha, NE. As the Northwest Division grows and becomes in need of additional inventory supply, the Omaha warehouse will coordinate with our local NW management team for delivery of what is needed. We always maintain open dialogue with our customers about on-hand inventory and ship or hand deliver additional equipment and supplies when needed.

- **Describe in detail your monitoring system and your ability to give full case management.**
- **Explain what is included in your case management process and what will be provided. Is the case management a package deal or does it have separate entities?**
- **What does your company's case management include?**

Case Management Experience/Options: Vigilnet provides many contracts with varying degrees of protocols and standards for supervision. We currently have “full service” models and “supply and support” models, each with different requirements. We anticipate the Washington County office will follow the case management procedures currently utilized for the monitoring services being provided by Vigilnet and as outlined in the RFP. With a full-service model, Vigilnet provides **Intake Services, Daily Monitoring, and Alert Response/Reports.**

Intake Process: All three devices that the RFP specifies will require the participant to report to the Washington office and complete an initial assessment and participant agreement (contract). Once a referral form is received the participant is contacted, and an appointment scheduled. At this appointment each device is explained to the participant and all program rules are clearly defined. Each participant agreement clearly specifies the authorized activities while enrolled in the program and all activities that are prohibited. The participant will review the participant agreement with the case manager and a copy is placed in their case file along with all documentation as detailed in the RFP (referral form, copy of identification card, payment schedule, financial worksheet, participant schedule (if required)), violation reports, any daily summary reports (if necessary), violation reports and completion certificate).

Daily Monitoring: During the monitoring phase of the program, a case manager will review each participant on a daily basis (normal work week schedule) to verify that they are in compliance with their individual program. Morning, Mid Afternoon and Afternoon manual checks are the minimum required outside of responding to e-mail/device alerts. All of our software platforms have “work load” sections that easily allow the case manager to review each participant and their compliance level throughout the day. If any alerts are observed the participant will be contacted and all conversations will be documented in the database. If the alert is unconfirmed or listed as a possible alert, the participant is contacted and asked for their activities prior to, during and after the event. If there is any documentation that is needed (work schedule, doctors appointment, court, etc.) a request will be made, and the participant advised of the needed documentation. The participant will be reminded of their participant agreement and if needed, an office appointment scheduled, or follow-up activities scheduled.

Confirmed Alerts/Reports: Confirmed alerts will be handled as they are reported to Vigilnet. If the confirmed event is of a critical nature (cut strap on GPS, exclusion zone violation, tampering with equipment, failure to charge GPS device, any community safety event) the case manager will immediately (within two hours) contact the Washington County office and advise them of the alert and submit supporting documentation (violation report). If this alert is after hours or over the weekend, it will be reported within two hours of the office opening, on the next business day. If the alert is for a confirmed drinking event or tampering

event, a violation report will be written and submitted to the Washington County office (or reporting agency) within one business day (24 hours) during normal business hours or on the next business day. Vigilnet takes the responsibility of supervision very seriously and will work with Washington County to immediately notify the appropriate personnel on all matters where participant accountability and community safety is at risk. Vigilnet will work with Washington County to have a contact list in place for all priority notifications and telephone contact will be made within two hours of any critical event. If needed, all person(s) contacted and contact attempts will be documented in the database for any future referral and court proceedings.

Vigilnet prides ourselves on our ability to be flexible with each customer that we serve. The services that are detailed in this RFP are included in the quoted price, but we are always looking for ways to better serve our customers. If Washington County wants Vigilnet to look at additional options or services, we would welcome the opportunity to provide those services to the county.

Vigilnet currently offers a participant supervision service to interested counties called VERSA, which is short for Vigilnet Electronic Reporting Supervision Application. This service allows us to partner with counties and provide additional services (mobile application, case management, live case managers) to help them better serve the participants under their supervision without the need for additional staff (a cost savings to the county). This additional service can be provided to the County at no additional cost as the monthly fee can be billed to the participant.

26.6.4 Tracking System

Describe in detail your recommended tracking system(s)

Vigilnet is currently utilizing the Attenti GPS tracking device in this account and we have had great success in the deployment of this equipment. We have also included the SCRAM GPS device in this bid as the County has expressed a desire to transition to this device.

A key benefit of contracting with Vigilnet, as well as a significant competitive advantage for Vigilnet, is that we partner with virtually all the major equipment manufacturers and are able to offer different equipment options to the County mid-contract. Vigilnet will always offer the county the latest technology versions, but depending on changes that take place with either County needs or equipment performance during the life of the contract, contracting with Vigilnet means equipment platforms can be changed without having to go back through a RFP process. This key Vigilnet advantage provides our customers valuable flexibility and peace of mind that we will adapt to ever changing customer needs and preferences throughout the life of the contract being awarded.

Option #1 ATTENTI GPS One-Piece Tracking Device 4 (TD4)

The TD4 is an autonomous GPS device that is capable of four supervision levels: Active, Passive, or Hybrid GPS, and RF when used with the Beacon. Future system



updates and new features will be released and installed wirelessly with no need for hardware upgrades. The TD4 is designed to be small and discreet, with both safety and ease of installation as high priorities.

Key Features

- Flexible
 - Multiple Supervision Levels – switches easily between active (continually monitors the participant’s movements and uploads the information in near “real time” mode), hybrid (this monitoring type is a mixture of active and passive monitoring which includes near “real time” movements but a delayed response in reporting, unless a violation is observed), passive (this monitoring type is accurate movement monitoring with delayed reporting for lower risk participants), and RF mode (radio frequency for house arrest monitoring)
 - Custom Program Configuration – allows specific program rules to be set for each participant
 - Simple Activation – sets up in less than five minutes
- Simplified
 - Single-Use Strap – improves comfort and cleanliness; copper wire prevents stretching
 - Tamper Resistance – device housing and strap materials reveal tamper attempts
 - Waterproof – strap and TD4 resist water to a depth of 68 feet
 - Battery Life – lasts more than 38 hours on a 2.5-hour chargeⁱ
 - Certified Safe – meets all necessary safety standards, FCC certified, and tested to the NIJ draft standards
 - Slim Profile – weighs in under 6.5 ounces
- Reliable
 - CDMA and GSM Networks – supports multiple cellular communication networks and tower-based tracking (TBT) to provide the most reliable coverage nationwide
 - Two-Way Communication –LED lights, vibration alerts, and acknowledgment button
 - Data Backup – stores more than 30 days’ worth of data in nonvolatile memory
 - On-Board Processing – program rules stored in the device for faster notification delivery
 - Update Compatibility – houses enough storage and processing power for future system updates to be pushed and installed wirelessly

• Explain how the equipment can detect deliberate blocking of GPS signals

Deliberate attempts to block GPS signals are generally detectable by most participant tracking systems because the tracking devices are able to record a loss of GPS signals. It is our position that no vendor should claim that they can tell the difference, with absolute certainty, between practical examples of a participant losing GPS, for example as a result of going into a parking garage or building, and a participant deliberately blocking GPS with an unknown foreign object. Both scenarios may result in the loss of GPS signals and all systems are going to detect the loss.

The Global Positioning System (GPS) provides users with positioning, navigation, and timing services. According to the U.S. Government, the GPS Standard Positioning Service performance standard is 95% accurate to within 7.8 meters. Within the GPS Standard Positioning Service’s performance standard, Attenti strives to maintain the highest degree of GPS accuracy available in the industry.

The devices are equipped with the latest GPS technology, including firmware that can detect and filter "multipath" satellite signals - the cause of nearly all drift points. The devices accept, and process only reliable solutions as defined by a proprietary algorithm for Confidence Level (CL).

Having established this, the question becomes more about how GPS systems can overcome the blockage of GPS to track the participant's location and movement and what other means of detection are built into the system to track in the absence of GPS and give additional information on whether the blockage could be deliberate.

- **Cellular Location Tracking – A Secondary Mode of Tracking in the Absence of GPS Signals**

Vigilnet uses Tower-Based Tracking (TBT) for its Cellular Location Technology. This capability supplements the primary GPS tracking capability by providing an alternate and AUTOMATIC means of location tracking when the GPS signal is blocked, masked, or obscured. Using TBT, the device calculates its geographic position from the signal provided by one or more cellular towers in its proximity. While not as exact as GPS, TBT provides valuable location information about the whereabouts and behavior of a participant even in the absence of GPS. Unlike the trilateration capability offered by some vendors, our TBT is always available and REQUIRES NO MANUAL INTERVENTION. It is provided with no limitations and there is never an additional charge for it.

- **Three Axis Motion Sensor – A Third Mode of Tracking Technology**

In addition to primary (GPS) and secondary (TBT) tracking capabilities, our GPS systems feature a third and supplemental tracking technology to provide the County with information pertaining to the behavior of participants. Often called anti-spoofing, our device contains a built in three-axis accelerometer that acts independently of any other infrastructure and therefore, is always on and working. Coded into the device is proprietary logic, which provides an accurate alert of any attempts to spoof the device and move around undetected.

Even if both the primary and secondary tracking technologies are masked (GPS & TBT), the TD4 device knows, records, and stores the information that it is or is not changing location.

Furthermore, the accelerometer is discerning enough to distinguish between dynamic motion (movements from place to place) and static motion (incidental motion, such as rolling over in bed). This can be invaluable information for officers in situations when there is deliberate blockage of GPS or cellular tracking from a participant's device for a period of time.

For example, take the situation where the participant spoofs his device—preventing it from collecting GPS points or calling into cell tower locations—while he leaves his home for a few hours. While he is out, the participant pulls a stop-and-rob; then returns home to unspooft his device. The system will record and generate an *Unable-to-Connect* notification (cleared) and we will receive and send notification on all violations that occurred while the device was spoofed. Since our motion sensor was recording time and dynamic movement during the incident, the officer has more information about what happened during that time period than he would have with another vendor. If the participant claims to have been asleep the whole time, the officer has information to the contrary. With our movement determination capability, our patented system goes one step further than the competition in providing the County with data

about the movement and behavior of participants under community supervision who may be deliberately blocking

- **Describe how all straps utilized to attach the equipment are designed to generate alerts if cut, severed, or removed.**
- **Explain how the tracking system detects and records tampers.**

The TD4 employs a means of detecting that a strap has become cut, pulled out, or otherwise tampered with. This is achieved by transmitting an encoded IR signal through a fiber optic light pipe embedded in the strap. Any interruption of the strap transmission results in a strap tamper alarm.

In addition to fiber optic detection of strap tamper, all of our tracking systems employ advanced tamper detection to determine if the integrity of the Lexan case has been compromised. The electronics for the TD4 are housed in a rugged case that is sealed using a process known as ultrasonic welding. The welding process results in a device sealed so tight and waterproof that it can only be opened by cutting through the plastic material. There are no screws or fasteners. In fact, when these units are returned for repair a milling machine is used to cut into the plastic. The moment a device detects tampering - typically the case being cut open or smashed - an automated tamper notification is sent out.

When our device goes into tamper alert, it sends out a unique signal called a packet, which includes the tamper diagnostic information and also the recorded date and time of the event. This information is forwarded to County staff in near real-time through whatever means they have identified to receive the alert.

Tamper-Resistant Design. First and foremost, the 1-Piece is designed to be tamper resistant overall. The electronics are housed in a case that is sealed, waterproof, and shock resistant.

Device Tamper. As part of its internal electronics, the device housing incorporates a light sensor. If it detects light, the device will go into alert status, generating a Tamper Alert with the date and time of the event.

Strap Tamper. The strap contains an accurate fiber optic circuit through which a coded infrared signal is transmitted multiple times per second.

Cellular Jamming Detection. Signals that interfere with cellular reception are detected and alerts are generated.

GPS Jamming Detection. Signals that interfere with the reception of GPS are detected and alerts are generated.

GPS Shielding Detection. The Attenti Shielding Detection system constantly monitors the area surrounding the tracking device for deliberate shielding attempts. Our patented technology not

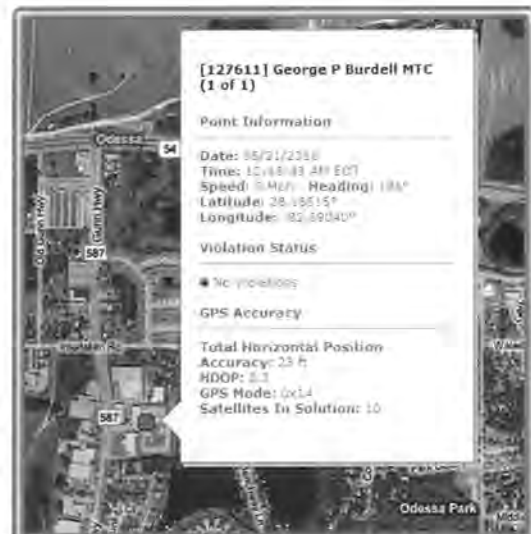
only detects metallic shielding, but also shielding attempts using other materials including your hand.

9-Axis Motion Tracking. The Attenti GPS Unit motion tracking system combines a 3-axis gyroscope, 3-axis accelerometer and 3-axis compass to improve overall motion detection. It can detect and report motion in the absence of GPS.

- **Describe the accuracy of enrollee locations, length of time to receive one set of coordinates per minute, the ability of unit to monitor in passive, active or hybrid modes.**

We display the accuracy of all GPS points on the actual map officers use to view tracking data. Accuracy is expressed in “feet.” Point accuracy is determined by a proprietary algorithm calculation taking into consideration the number of GPS satellites involved in the point and their signal strength.

Accuracy of enrollee locations can vary depending on many factors. Being inside a building or in a parking garage can limit the number of satellites or strength of signal available to the tracking device and thus limit the accuracy of a point. Under normal conditions we expect to see highly accurate GPS points, however our point accuracy may be less if a person is in a location where weak GPS signals are received.



Accuracy of all GPS points are displayed on the map officers use to view tracking data.

What appears as GPS drift or thrown points in some vendor systems is actually caused by a reduction in accuracy of the GPS tracking unit when inside a weak GPS environment. While GPS drift or thrown points used to be a common phenomenon in older GPS tracking devices, our new product (TD4) incorporates the latest GPS chip to minimize drift.

(Length of time to receive one set of coordinates per minute)

Participants are monitored in real time. Users can choose to “Instant Locate” or download current GPS points on any participant at any time, rather than waiting for the device’s next scheduled call-in. In response to the “Download Points” command, our system contacts the device, forcing an immediate download of the most recent GPS points and tracking information. With “Download Points”, up-to-date and on-demand tracking, mapping, and location data is provided within three minutes and often times faster, unless wireless coverage is unavailable.

(The ability of the one-piece unit to monitor in passive, active or hybrid modes)

Multiple Supervision Levels – The TD4 unit is an autonomous GPS device that switches easily between active (continually monitors the participant’s movements and uploads the information in near “real time” mode), hybrid (this monitoring type is a mixture of active and passive monitoring which includes near “real time” movements but a delayed response in reporting, unless a violation is observed), passive (this monitoring type is accurate movement monitoring with delayed reporting for lower risk participants), and RF mode (radio frequency for house arrest monitoring). Changes to supervision levels can take place remotely without needing the participant to come into the office and there is no change needed in equipment hardware.

(Describe the unit’s ability to monitor data from a landline or cellular phone)

Landline phone networks are not applicable to the TD4 because, like virtually all one-piece units in the marketplace today, it communicates via cellular wireless network. **A significant strength of the TD4 is its use of the Verizon data carrier network, which has proven to significantly outperform other cellular networks tested in Washington County.**

Beacon

Configured to work with the TD4, the Beacon is plugged into a standard AC power outlet at the residence and transmits a unique RF signal. The TD4 can distinguish the signal that it is paired with from any other. The TD4 “listens” for the Beacon’s signal in range. After two (2) minutes of continuous communication with the Beacon, the TD4 reports the participant’s presence at home to the server, all the while “listening” for the Beacon’s RF transmissions. While the curfew schedule is in place, if the TD4 loses communication with the Beacon for five (5) minutes, an alert is recorded and sent to the server.

Key Features

- Optional Home Curfew Monitoring – improves location accuracy while allowing the participant to move freely indoors without signal loss or interruption
- Adjustable Indoor Range – RF tethering between the Beacon and the TD4 allows for custom range settings up to 180 feet

Two-Way Communication

The TD4 has multiple features for communicating with the participant. Because the device is autonomous, it knows when it is noncompliant with the rules and delivers bursts from the vibration motor in combination with three LED lights to notify the participant of an alert.

Send Alert and Alert Acknowledgement

Another method of communication is the *Send Alert* option in EM Manager, which sends a command to the device that triggers one 10-second vibration. The alert is device specific; it can be defined for each participant according to the officer or the Department’s preference. The participant must acknowledge the communication by pressing the button on the device. Notes that define the participant’s required response to this



communication can be entered into the software during the enrollment process or at any time afterward.

- **Explain how much information can be stored and for how long**

Since continuous, uninterrupted tracking data enables stability and reliability for an electronic monitoring program, it is paramount for the tracking device to have nonvolatile memory. Nonvolatile memory is computer memory that is stable and not prone to change; it persists even when not powered.

The TD4 has the capability to store more than 30 days' worth of data in nonvolatile flash memory in the event of an interruption of communication. The data storage is permanent; when communication is restored, the device automatically calls in to download its data. Even if the device has a depleted battery, the device transmits the data once the battery is charged.

- **Describe the process to enter exclusion and inclusion zones. Illustrate the unit's ability to store exclusion and inclusion zones in its memory, and describe the installation of tool.**

Because the TD4 is an autonomous GPS device, it stores all inclusion and exclusion zones on-board and in its memory and is not dependent on cellular signals. It can store up to 100 unique geographic zones per participant. One of the best features of our EM Manager software is the ease of creating zones. It makes creating uniquely shaped zones simple and easy. Officers can create a multitude of zones including:

Inclusion Zones - Inclusion zones are for confinement—curfews, for example.

Exclusion Zones - Exclusion zones are for prohibiting entry—schools, for example.

(Describe the installation of the tool)

The TD4 can be installed and activated in less than 5 minutes. Below is a list of step-by-step instructions:

- 1) Push tamper plugs into the back of the brackets of the TD4;
- 2) Insert strap with attached pin tray into one side of the TD4 until it snaps in place;
- 3) Wrap the strap around the participant's leg and measure to the line shown, so that it allows approximately ¼ inch of space between the participant's leg and the strap to ensure comfort;
- 4) Using the strap cutters, cut the strap according to the measurement taken in the previous step;
- 5) Place remaining pin tray on a flat surface and insert measured end of the underneath side (the bottom) of the strap into the pin tray;
- 6) Place the TD4 on the participant's leg, just above the ankle bone, and insert the strap with attached pin tray into the bracket until it snaps in place; and
- 7) Press and hold the Activate Button on the front of the TD4 for three seconds.

- **Explain in detail the difference between Passive, Active and Hybrid tracking systems.**

There are two fundamental types of GPS systems: Active and Passive. A third option, Hybrid, is essentially a customized version of either an Active or Passive system.

An Active GPS system uses cellular communication to report location and violation status immediately, assuming cell coverage. Passive GPS provides the same information as active, but on a delayed basis. Passive GPS usually downloads information a couple of times daily, our Passive systems download every 6 hours, whereas Active GPS systems provide location information much more often throughout the day.

Having Hybrid available is beneficial because it usually adds an additional price tier option and can allow the County to customize their notification procedure by choosing to have certain alert types, for example an exclusion zone violation, can be processed actively and in near real-time, while delaying the reporting of locations and other types of violations a couple times a day as with a normal Passive system.

(Describe the tracking capability of an alternate or automatic means of location tracking when the GPS signal is masked or obscured.)

Please see answer to previous question “Explain how the equipment can detect deliberate blocking of GPS signals” on pages 50 & 51– Re: Tower Based Tracking and Motion Sensor technology.

Option #2 SCRAM GPS Device

Overview

The SCRAM GPS[®] one-piece device is a slim, lightweight, bracelet that attaches to the participant’s ankle and tracks movements 24/7. While the participant is away from home, the device operates with GPS background, tracking points as frequently as once per minute, and once every 15 seconds in Pursuit Mode to record the location of the participant. These location points are transmitted via the 3G GSM cellular network—the largest Global Data Network in the U.S.—to the monitoring software per the communication frequency chosen by Washington County.



Key features include:

- Superior accuracy
- 50+ hour battery life
- Robust tamper detection
- Secondary location technologies
- 30-second, tool-free installation

- Modern, problem solving software
 - GPS Analytics – participant stop patterns, shared locations
 - Google Maps with Street Level View and Info Windows
 - Pursuit Mode – live GPS feed every 15 seconds
 - Mobile app

Tracking Device

Accuracy. The SCRAM GPS design provides superior accuracy—comparable or surpassing some of the top GPS participant monitoring products on the market. During side-by-side tests with competitive devices, SCRAM GPS continually equals or outperforms each time.

Battery Life. At 50+ hours, SCRAM GPS’s lithium polymer rechargeable battery has the longest battery life in the industry. Unlike statistics from some other devices, our testing is based on an active rate plan of 1 minute acquisition and 10 minute transmission. Plugging into a standard AC power supply outlet for charging, the SCRAM GPS device can be charged to 24hours of battery life within one (1) hour.

- ✔ **SCRAM GPS has the longest battery life in the industry with 50+ hours on an active rate plan.**

Break-away charger. The SCRAM GPS device comes equipped with a break-away charger. Participants easily attach the device by sliding on the charger and a small vibration and LED lights indicate to the participant that the device is charging. Should the device get pulled away from the wall while the charger is still attached, the break-away design is a durable feature that prevents damage and wear to the GPS device. With a 12 foot charging cord, participants have more room to function and move around while charging.

- ✔ **The break-away design is a durable feature that prevents damage and wear to the GPS device.**



Design. The tracking device design dimensions measure 5.9 cubic inches (3.37” tall x 2.75” wide x 0.90” deep) making it one of the smallest on the market. The device is lightweight, weighing only 5.5 ounces (156 grams), and is sealed and waterproof to 2 meters.

- **Describe how all straps utilized to attach the equipment are designed to generate alerts if cut, severed, or removed.**
- **Explain how the tracking system detects and records tampers.**

Tamper detection. The device sends an immediate strap tamper alert notification if the

patented strap is cut or the backplate is removed. In addition, if the backplate (which locks the strap into place) is tampered with or removed, an immediate device tamper alert is sent. The backplate is arguably the most robust tamper feature in the industry. Participants often attempt to remove a strap undetected by releasing “locking pins,” which can be difficult to visually verify. SCRAM GPS’s unique system requires a participant to break the entire backplate in order to remove a strap. During inspection, physical damage to the backplate is clearly evident because the design prohibits participants from reattaching the backplate once broken.

- ▀ **SCRAM GPS has the most robust tamper technology in the industry, virtually eliminating false tampers.**

(Describe the unit’s ability to monitor data from a landline or cellular phone)

Location technologies. SCRAM GPS uses both cell tower triangulation and location based services (LBS) to locate participants in GPS impaired environments.

RF Base Station. Additionally, the optional cellular-based radio frequency (RF) base station provides a more granular layer of supervision in GPS-impaired environments. It also enhances the battery life in the tracking device. The base station will immediately report to the central computer when the tracking device enters into (or comes in range of) the RF connection with the base station—providing in-home/house arrest supervision when in range. The base station is installed in the participant's home, place of work, school, or other designated location. When the participant enters the area where the base station is located, the system automatically switches from GPS tracking to traditional RF/house-arrest monitoring. When the person exits the base station range, the system shifts back to GPS tracking. This in-home supervision is delivered by the latest wireless technology and provides a secure, constant link between the base station and tracking device.



The optional cellular-based radio frequency (RF) base station provides a more granular layer of supervision and enhances the battery life in the tracking device when the client enters the area where the base station is located. The system automatically switches from GPS tracking to traditional RF/house-arrest monitoring.

- **Explain how much information can be stored and for how long**

Memory. Because the tracking device is actively communicating, even when deployed in a “passive” mode, the need to store data in memory is largely eliminated. However, should cellular coverage be unavailable, the device can indefinitely store up to 3,600 events and GPS data in the device’s internal solid-state non-volatile memory. It continues to collect events and GPS data as long as the battery provides sufficient power. Once power and communication have been restored, the device communicates all events and GPS data to the SCRAMNET monitoring software, where it is reported according to Washington County procedures.

- **Describe the process to enter exclusion and inclusion zones. Illustrate the unit’s ability to store exclusion and inclusion zones in its memory, and describe the installation of tool.**

Zones. Users can create an unlimited number of zones within the software, including polygon-shaped, circles, and squares. There are three types of zones: Inclusion (participant must be in during certain periods); Exclusion (participant can never enter); and Neutral (to track entries and exits without assigning schedules). The user can create new zones for each participant and also assign zones from an account library of zones, which can be assigned to any participant in the account. This is particularly helpful for standard exclusion zones such as schools, libraries, and shopping malls. The user can opt to receive alerts for zone entries and exits, regardless of schedules. Exclusion zones are available with a minimum radius of 200 feet and an unlimited maximum radius. Location points can be tracked as frequently as once per minute or as great as once per hour.

- *Onboard zones.* In regular tracking mode, location points are acquired as frequently as once per minute, as determined by the supervising agency. SCRAM GPS contains onboard processing so the device detects and records location violations regardless of the connection to the server. “Home” and “Work” are automatically stored on the device. In addition, two circular inclusion zones and eight circular exclusion zones can also be stored on board the device. Should a participant enter one of these restricted zones, SCRAM GPS automatically sends an alert to the agency and activates an accelerated data plan that communicates data points once every 20 seconds until the participant leaves the restricted zone. All events are date- and time-stamped.



(Describe the installation of the tool)

- ***Easy installation.*** The device can be installed on the participant's ankle within 30 seconds without any tools. The battery is internal and rechargeable, so there is no need for it to be installed or changed. The wider strap design helps distribute weight along a person's leg to minimize the strap "digging" into an ankle and increase comfort. The hypoallergenic strap is reusable, adjustable, and requires no cutting or specialty tools. The backplate locks the strap securely into place without the need for tamper clips. The participant would need to cut the strap or break the backplate to remove the strap, both of which are obvious upon inspection and would also generate an alert.



- **Explain in detail the difference between Passive, Active and Hybrid tracking systems.**

There are two fundamental types of GPS systems: Active and Passive. A third option, Hybrid, is essentially a customized version of either an Active or Passive system.

An Active GPS system uses cellular communication to report location and violation status immediately, assuming cell coverage. Passive GPS provides the same information as active, but on a delayed basis. Passive GPS usually downloads information a couple of times daily, our Passive systems download every 6 hours, whereas Active GPS systems provide location information much more often throughout the day.

Having Hybrid available is beneficial because it usually adds an additional price tier option and can allow the County to customize their notification procedure by choosing to have certain alert types, for example an exclusion zone violation, can be processed actively and in near real-time, while delaying the reporting of locations and other types of violations a couple times a day as with a normal Passive system.

SCRAMNET Insight is a secure web application that brings together the GPS data and provides a consistent, effective monitoring tool for the criminal justice population. The website is available 24/7/365 and offers dependable tracking that includes a convenient and versatile dashboard, detailed GPS Analytics, unlimited inclusion and exclusion zones, easy-to-view mapping with zoom-in capabilities, and an on-demand Pursuit Mode option for real-time tracking every 15 seconds.

The dashboard depicts caseload information at a glance. The most important (red) alerts are always listed at the top of the caseload page.

Select	Offender	Locator Battery	Equipment	Location	Zones	Notes	Map	Events
▶	Doe, Jane (Probation)(AMS Service Provider)	90%	●	●	●	●	●	Details
▶	Smith, Tom (Probation)(AMS Service Provider)	90%	●	●	●	●	●	Details
▶	Jones, Bill (Probation)(AMS Service Provider)	90%	●	●	●	●	●	Details
▶	Smith, Kim (Probation)(AMS Service Provider)	90%	●	●	●	●	●	Details
▶	Jones, Jane (Probation)(AMS Service Provider)	Low	●	●	●	●	●	Details
▶	Doe, Bob (Probation)(AMS Service Provider)	90%	●	●	●	●	●	Details
▶	Smith, John (Probation)(AMS Service Provider)	90%	●	●	●	●	●	Details
▶	Doe, Bill (Probation)(AMS Service Provider)	90%	●	●	●	●	●	Details
▶	Jones, Sue (Probation)(AMS Service Provider)	90%	●	●	●	●	●	Details
▶	Smith, Jill (Probation)(AMS Service Provider)	90%	●	●	●	●	●	Details
▶	Doe, Mary (Probation)(AMS Service Provider)	90%	●	●	●	●	●	Details
▶	Smith, Jane (Probation)(AMS Service Provider)	90%	●	●	●	●	●	Details
▶	Doe, John (Probation)(AMS Service Provider)	90%	●	●	●	●	●	Details
▶	Jones, Tim (Probation)(AMS Service Provider)	90%	●	●	●	●	●	Details
▶	Smith, Bill (Probation)(AMS Service Provider)	90%	●	●	●	●	●	Details

Legend

- Battery Status
- Low Battery Status
- Charging
- Compliant
- Current Violation
- Auto-cleared Violation
- Base Station Location

Washington County personnel can do the following through the web-based software application:

- View information about the participant, including—but not limited to—personal information, current electronic monitoring data, historical electronic monitoring data, violation statuses, notification settings, and reports.
- Enroll/edit/remove participants without calling the monitoring center.
- Create, edit, delete, and apply monitoring parameters (such as daily/weekly schedules) for individual participants or groups of participants.
- Create zones for GPS participants.
- Determine which violations/events must trigger notifications and by what means the notifications must be sent to County personnel.
- Set up notification to be sent to County personnel.
- Enter information to initiate multiple alert notifications (e.g., officers, law enforcement) for specified key events or non-compliance with monitoring parameters.