



**State of Oklahoma
Office of Management and Enterprise
Services
Central Purchasing**

**Notice of Statewide Contract
Award**

Official signed contract documents are on file with-Central Purchasing.

Contract Title: Electronic Monitoring of Offenders

Statewide Contract #: SW173

Contract Issuance Date: 08/28/2013

Total Number of Vendors: 1 (For details see: Vendor Information Sheet)

Contract Period: 08/28/2013 through 12/31/2016

Agreement Period: 08/28/2013 through 12/31/2026

Authorized Users: All State Agencies, Political Subdivision

Contract Priority: Mandatory

Type of Contract: Firm Fixed Price

DCS-CP Contact: Lisa Bradley

Phone: 1 - 405 - 522 - 4480

Title: SW Initiatives Contract Officer

Fax: 1 - 405 - 522 - 1077

Email: Lisa.Bradley@omes.ok.gov



**State of Oklahoma
Office of Management and Enterprise
Services
Central Purchasing**

Awarded Vendor Information

PAGE 1 OF 1

Vendor Name: 3M Electronic Monitoring, Inc.

Vendor ID#: 0000336308

Vendor Address: Address: 1838 Gunn Hwy

City: Odessa

State: FL

Zip Code: 33556

Contact Person Name: David Talarico

Phone #: 1- 888 – 677-6278 ext 1344

Title: Regional Sales Manager

Fax #: 1- 813 - 749 - 5474

Email: DTalarico@mmm.com

Website: www.3M.com/electronicmonitoring

Authorized Location: Locations list attached as (*attachment title*)

Address:

City:

State:

Zip Code:

Contract ID #: 3587

Delivery:

Minimum Order:

P/Card Accepted: Yes

No

Other:

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



Contract #00212 with 3M Electronic Monitoring, Inc. for Electronic Monitoring of Offenders

**The State of Washington on behalf of the
WSCA-NASPO Cooperative Purchasing Organization**

Under the Authority of
State of Washington, Chapter 39.26 RCW (formerly Chapter 43.19 RCW)

Contract 00212 with 3M Electronic Monitoring, Inc. for Electronic Monitoring of Offenders

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1.0 OVERVIEW

1.1 CONTRACT SCOPE

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

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

1.2 CONTRACT SCOPE AND MODIFICATIONS

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

1.3 RECITALS

The state of Washington (acting as the Lead State for the WSCA-NASPO Cooperative Purchasing Organization, referred to as WSCA-NASPO), acting by and through MCC, issued a Request for Proposal for the purpose of purchasing equipment and services for the electronic monitoring of offenders in accordance with its authority under Chapter 39.26 RCW.

3M Electronic Monitoring, Inc. submitted a timely Response to the MCC's Solicitation (incorporated by reference).

The MCC evaluated all properly submitted Responses to the above-referenced RFP and has identified 3M Electronic Monitoring, Inc. as one of the apparently successful Contractors.

The MCC has determined that entering into a Contract with 3M Electronic Monitoring, Inc. for the following categories of electronic monitoring services (Radio Frequency (RF), alcohol, and satellite and remote tracking service (GPS) – for both one-piece body-attached device and multi-piece device systems) will meet Purchaser's needs and will be in Purchaser's best interest.

NOW THEREFORE, MCC awards to 3M Electronic Monitoring, Inc. this Contract, the terms and conditions of which shall govern Contractor's furnishing to Purchasers the equipment and services identified herein for the electronic monitoring of offenders. This Contract is not for personal use.

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

1.4 ESTIMATED USAGE

Based on past and/or projected future usage, it is estimated that purchases over the initial three (3) year term of the Contract may approximate \$10,000,000 for contract products and services. This estimate was provided solely for the purpose of assisting Bidders in preparing their Response. Orders will be placed by Purchasers (Participating Entities) only on an as needed basis.

The State of Washington/WSCA-NASPO Cooperative Purchasing Organization does not represent or guarantee any minimum level of purchase.

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1.5 CONTRACT TERM

The initial term of this contract is for approximately three (3) years from July 1, 2013, or the date of last signature whichever is later, through December 31, 2016 with the option to extend for additional term(s) or portions thereof. Extension for each additional term shall be offered at the sole discretion of the MCC and are subject to written mutual agreement. The total contract term, including the initial term and all subsequent extensions, shall not exceed ten (10) years unless an emergency exists and/or special circumstances require a partial term extension. The MCC reserves the right to extend with all or some of the Contractors, solely determined by the MCC.

1.6 PURCHASERS/PARTICIPATING ENTITIES

Participating Entities

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

In addition to the State of Washington, the following Participating Entities have signified their intent to participate in this contract: State of Montana, State of Utah, State of South Dakota, State of Hawaii, State of New Mexico, State of Arkansas, State of Virginia, State of Alaska, State of Connecticut, State of Oklahoma, State of California, State of Nevada, State of South Carolina, State of North Dakota, State of Louisiana, State of Michigan, State of Mississippi, and State of Rhode Island. An estimated average number of units in daily usage or an estimated anticipated annual spend amount was provided in the Request for Proposal document to assist vendors in preparing their proposals. Individual state terms and conditions for the states of Utah, Oklahoma, and North Dakota are incorporated by reference into this Contract as was provided in the Request for Proposal document in Appendix H Intent to Participate for Electronic Monitoring of Offenders Contract.

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

Washington State Purchasing Cooperative (WSPC)

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

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

2.0 CONTRACT ADMINISTRATION

2.1 MCC CONTRACT ADMINISTRATOR

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

2.2 ADMINISTRATION OF CONTRACT

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

2.3 CONTRACTOR SUPERVISION AND COORDINATION

Contractor shall:

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

2.4 POST AWARD CONFERENCE

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

2.5 CONTRACT MANAGEMENT

Upon award of this Contract, the Contractor shall:

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

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

2.6 CHANGES

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

2.7 CONTRACT ADMINISTRATION FEE

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

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

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

WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
PROGRAM MANAGER
201 EAST MAIN STREET, SUITE 1450
LEXINGTON, KY 40507

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

2.8 CONTRACT ADMINISTRATION FEE FOR STATE OF WASHINGTON SALES

Contractor shall pay the Department of Enterprise Services (DES) a fee ("Washington Management Fee") equal to 0.74% of the total invoice price, less any taxes, returns, credits, or adjustments, of all sales ("Total Net Sales") made to Purchasers/Participating Entities located within the state of Washington under this Contract. Contractor shall hold the Management Fee in trust for DES until such fees are remitted to DES.

The Washington Management Fee will be included in Contractor's pricing, as set forth in the Contract (including all amendments), and will not be included as a separate line item on any invoice submitted to a Washington Purchasers/Participating Entities.

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DES may, at its sole discretion, increase, decrease, or eliminate the Washington Management Fee upon thirty (30) days written notice to Contractor. Any decrease to or elimination of the Washington Management Fee, shall be reflected in Contract pricing commensurate with the adjustment. DES reserves the right to negotiate Contract pricing with the Contractor when the Washington Management Fee adjustment results in an increase to Contract prices.

Contractor will provide DES with a Sales Report detailing Total Net Sales for the preceding quarter in accordance with the Sales & Subcontractor Reports section of the Contract. DES will send an invoice each quarter, based on the Sales Report within thirty (30) days after receiving the Sales Report. Payment of the Washington Management Fee is due within thirty (30) days of Contractor's receipt of such invoice from DES.

MCC reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced and all Washington Management Fees have been paid. Failure to accurately report Total Net Sales, to submit a timely Sales Report, or remit timely payment of the Washington Management Fee, may be cause for Contract termination, the charging of interest or penalties, or the exercise of other remedies provided by law.

Washington Management Fee payment must reference the Contract number and the quarter/year for which the Washington Management Fee is being remitted. All payments must be sent to:

State of Washington
Department of Enterprise Services
Finance Department
Post Office Box 41411
Olympia, WA 98504-1411

2.9 WASHINGTON'S STATEWIDE VENDOR PAYMENT REGISTRATION

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

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

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

2.10 SALES & SUBCONTRACTOR REPORTS

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

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

2.11 OTHER MCC REQUIRED REPORT(S)

All MMC required reports under this contract must be delivered to the Contract Administrator. Contractor may be required to provide a detailed annual contract sales history report that may include but is not limited to product/service description, per unit quantities/services supplied,

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contract price in an electronic format that can be read by MS Excel. Other required reports will be designed and approved by the parties by mutual agreement.

2.12 WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS)

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

3.0 PRICING

3.1 PRICE PROTECTION

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

3.2 NO ADDITIONAL CHARGES

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

3.3 VOLUME/PROMOTIONAL DISCOUNTS

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

3.4 NEW PRODUCTS/SERVICES

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

3.5 PRICE ADJUSTMENTS

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

Contractors shall not make contract extensions contingent on price adjustments.

Documentation must be based on published indices, such as the Producer Price Index and/or the result of increases at the manufacturer's level, incurred after contract commencement date. The grant

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of any price adjustment will be at the sole discretion of the MCC and, if granted, shall not produce a higher profit margin for the Contractor than that established by the original contract pricing. The Contractor shall be notified in writing by the Contract Administrator of any price adjustment granted by the MCC, and such price adjustment shall be set forth in a written amendment to the contract.

4.0 CONTRACTOR QUALIFICATIONS AND REQUIREMENTS

4.1 ESTABLISHED BUSINESS

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

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

4.2 USE OF SUBCONTRACTORS

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

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

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

Specific restrictions apply to contracting with current or former state employees pursuant to [Chapter 42.52 RCW](#).

4.3 SUBCONTRACTS AND ASSIGNMENT

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

4.4 CONTRACTOR AUTHORITY AND INFRINGEMENT

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

4.5 MATERIALS AND WORKMANSHIP

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

4.6 MERCURY CONTENT AND PREFERENCE

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

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

5.0 DELIVERY REQUIREMENTS

5.1 ORDER FULFILLMENT REQUIREMENTS

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

1. For purposes of price verification and auditing, upon receipt of a purchase order the Contractor shall send the Purchaser an order confirmation notification that identifies applicable Contract prices to be applied to the order.
2. Upon the request of the Purchaser, the Contractor shall supply Purchaser documentation needed to verify Contract pricing compliance.
3. Product damaged prior to acceptance will either be replaced or repaired in an expedited manner at Contractor's expense. Alternatively, at the Purchaser's option, any possible damage to the product can be noted on the receiving report and the cost deducted from final payment.

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

5.2 EQUIPMENT DEMONSTRATION

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

5.3 SHIPPING AND RISK OF LOSS

Contractor shall ship all Products purchased pursuant to this Contract, freight prepaid, FOB Purchaser's specified destination. The method of shipment shall be consistent with the nature of the Products and hazards of transportation. Regardless of FOB point, Contractor agrees to bear all risks

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of loss, damage, or destruction of the Products ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence; and such loss, damage, or destruction shall not release Contractor from any obligation hereunder. After delivery, the risk of loss or damage shall be borne by Purchaser, except loss or damage attributable to Contractor's fault or negligence.

5.4 DELIVERY

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

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

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

5.5 SITE SECURITY

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

5.6 INSPECTION AND REJECTION

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

5.7 TREATMENT OF ASSETS

1. Title to all property furnished by the Purchaser/Participating Entity shall remain with the Purchaser/Participating Entity, as appropriate. Title to all property furnished by the Contractor, the cost for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Purchaser upon delivery of such property by the Contractor and acceptance by the Purchaser. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in the Purchaser upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the Purchaser in whole or in part, whichever first occurs.

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Title to monitoring equipment or accessories furnished by the Contractor and leased by the Purchaser does not pass to the Purchaser during the performance of this Contract.

2. Any property of the Purchaser furnished to the Contractor shall, unless otherwise provided herein or approved by the Purchaser, be used only for the performance of this Contract.
3. The Contractor shall be responsible for damages as a result of any loss or damage to property of the Purchaser which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances.
4. If any Purchaser property is lost, destroyed, or damaged, the Contractor shall immediately notify the Purchaser and shall take all reasonable steps to protect the property from further damage.
5. The Contractor shall surrender to the Purchaser all property of the Purchaser prior to settlement upon completion, termination, or cancellation of this contract.
6. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

5.8 LABELING

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

6.0 PAYMENT

6.1 ADVANCE PAYMENT PROHIBITED

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

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

This language shall not prohibit Contractor from collecting advance payments from program participants as part of offender-funded programs, when contracted to do so with a Purchaser/Participating Entity.

6.2 IDENTIFICATION

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

6.3 PAYMENT, INVOICING AND DISCOUNTS

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

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

Each invoice shall be identified by the associated WSCA-NASPO Contract Number; the Purchaser's/Participating Entity's contract/purchase order number (as applicable), and shall be in U.S. dollars. Invoices shall be prominently annotated by the Contractor with all applicable prompt

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payment and/or volume discount(s) and shipping charges unless otherwise specified in the Solicitation. Hard copy credit memos are to be issued when the state has been overcharged.

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

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

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

6.4 TAXES, FEES AND LICENSES

Taxes:

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

Collection of Retail Sales and Use Taxes:

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

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

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5. Other factors identified in [WAC 458-20](#).

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

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

Fees/Licenses:

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

Customs/Brokerage Fees:

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

Taxes on Invoice:

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

6.5 OVERPAYMENTS TO CONTRACTOR

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

6.6 AUDITS

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

7.0 QUALITY ASSURANCE

7.1 RIGHT OF INSPECTION

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

7.2 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

7.3 PRODUCT WARRANTY

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

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

7.4 WARRANTIES

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

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

7.5 DATE WARRANTY

Contractor warrants that all Products provided under this Contract: (i) do not have a life expectancy limited by date or time format; (ii) will correctly record, store, process, and present calendar dates; (iii) will lose no functionality, data integrity, or performance with respect to any date; and (iv) will be interoperable with other software used by Purchaser that may deliver date records from the Products, or interact with date records of the Products ("Date Warranty"). In the event a Date Warranty problem is reported to Contractor by Purchaser and such problem remains unresolved after three (3) calendar days, at Purchaser's discretion, Contractor shall send, at Contractor's sole

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expense, at least one (1) qualified and knowledgeable representative to Purchaser's premises. This representative will continue to address and work to remedy the failure, malfunction, defect, or nonconformity on Purchaser's premises. This Date Warranty shall last perpetually. In the event of a breach of any of these representations and warranties, Contractor shall indemnify and hold harmless Purchaser from and against any and all harm, injury, damages, costs, and expenses incurred by Purchaser arising out of said breach.

7.6 COST OF REMEDY

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

7.8 TRAINING

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

8.0 INFORMATION AND COMMUNICATIONS

8.1 ADVERTISING

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

8.2 RETENTION OF RECORDS

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

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

8.3 PROPRIETARY OR CONFIDENTIAL INFORMATION

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

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

8.4 NON-ENDORSEMENT AND PUBLICITY

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

8.5 PROTECTION OF CONFIDENTIAL AND PERSONAL INFORMATION

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

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

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

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

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

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

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

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

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

9.0 GENERAL PROVISIONS

9.1 GOVERNING LAW/VENUE

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

9.2 SEVERABILITY

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

9.3 SURVIVORSHIP

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

9.4 INDEPENDENT STATUS OF CONTRACTOR

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any

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claim of right, privilege or benefit which would accrue to an employee under [Chapter 41.06 RCW](#), or [Title 51 RCW](#).

9.5 GIFTS AND GRATUITIES

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

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

9.6 IMMUNITY AND HOLD HARMLESS

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

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

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

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

9.8 NO WAIVER OF SOVEREIGN IMMUNITY

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

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

9.9 PERSONAL LIABILITY

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Washington when executing their official duties in good faith, be in any way

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personally liable or responsible for any agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

9.10 INSURANCE

General Requirements:

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

Contractor shall include all Subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each Subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor’s liability or responsibility.

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

Specific Requirements:

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

Commercial General Liability Insurance: The Contractor shall at all times during the term of this Contract, carry and maintain commercial general liability insurance for bodily injury and property damage arising out of services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness and death, and property damage arising out of the Contractor’s premises/operations, products/completed operations, personal injury and advertising injury, and contractual liability, and contain separation of insured’s (cross liability) conditions.

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

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

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

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Business Auto Policy (BAP):

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

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

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

Additional Insurance Provisions:

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

Additional Insured:

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

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

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

Surplus Lines:

For insurers subject to [Chapter 48.15 RCW](#) (Surplus Lines) a written notice shall be given to the director of purchasing or designee twenty (20) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this Contract. Written notice shall include the affected Contract reference number.

Cancellation for Non-payment to Premium:

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

Identification:

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

Insurance Carrier Rating:

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

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Excess Coverage:

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

Limit Adjustments:

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

9.11 INDUSTRIAL INSURANCE COVERAGE

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

9.12 NONDISCRIMINATION

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

9.13 OSHA AND WISHA REQUIREMENTS

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

9.14 ANTITRUST

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

9.15 WAIVER

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

9.16 APPLICABLE STANDARD TERMS AND CONDITIONS

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

10.0 DISPUTES AND REMEDIES

10.1 PROBLEM RESOLUTION AND DISPUTES

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

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

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

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

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

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

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

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

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

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

10.2 ADMINISTRATIVE SUSPENSION

When it is in the best interest of the state, the MCC may at any time, and without cause, suspend the Contract or any portion thereof for a period of not more than thirty (30) calendar days per event by written notice from the Contract Administrator to the Contractor's Representative. Contractor shall

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resume performance on the next business day following the 30th day of suspension unless an earlier resumption date is specified in the notice of suspension. If no resumption date was specified in the notice of suspension, the Contractor can be demanded and required to resume performance within the 30 day suspension period by the Contract Administrator providing the Contractor's Representative with written notice of such demand.

10.3 FORCE MAJEURE

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

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

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

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

10.4 ALTERNATIVE DISPUTE RESOLUTION FEES AND COSTS

In the event that the parties engage in arbitration, mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

10.5 NON-EXCLUSIVE REMEDIES

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

10.6 LIMITATION OF LIABILITY

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

Neither the Contractor, the MCC nor Purchaser shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of the Contractor, the MCC or

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Purchaser. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than the MCC or the Purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of the Contractor, the MCC or the Purchaser, or their respective Subcontractors.

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

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

10.7 FEDERAL FUNDING

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

10.8 FEDERAL RESTRICTIONS ON LOBBYING

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

10.9 FEDERAL DEBARMENT AND SUSPENSION

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

11.0 CONTRACT TERMINATION

11.1 MATERIAL BREACH

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

1. Contractor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Contract;
2. Contractor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the contract;

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3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
4. Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Contractor's proper performance hereunder;
5. Appointment of any receiver, trustee, or similar official for Contractor or any of the Contractor's property and such appointment endangers the Contractor's proper performance hereunder;
6. A determination that the Contractor is in violation of federal, state, or local laws or regulations and that such determination renders the Contractor unable to perform any aspect of the Contract.

11.2 OPPORTUNITY TO CURE

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

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

1. Exercise any remedy provided by law;
2. Terminate this Contract and any related Contracts or portions thereof;
3. Procure replacements and impose damages as set forth elsewhere in this Contract;
4. Impose actual or liquidated damages;
5. Suspend or bar Contractor from receiving future Solicitations or other opportunities;
6. Require Contractor to reimburse the state for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Contract.

11.3 TERMINATION FOR CAUSE

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

In the event of termination, the MCC shall have the right to procure for all Purchasers any replacement materials, supplies, services and/or equipment that are the subject of this Contract on

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the open market. In addition, the Contractor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

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

11.4 TERMINATION FOR CONVENIENCE

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

11.5 TERMINATION FOR WITHDRAWAL OF AUTHORITY

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

11.6 TERMINATION FOR NON-ALLOCATION OF FUNDS

If funds are not allocated to Purchaser(s) to continue this Contract in any future period, MCC may terminate this Contract by thirty (30) calendar days written notice to Contractor or work with Contractor to arrive at a mutually acceptable resolution of the situation. Purchaser will not be obligated to pay any further charges for materials, supplies, services and/or equipment including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period. MCC and/or Purchaser agrees to notify Contractor in writing of such non-allocation at the earliest possible time.

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

11.7 TERMINATION FOR CONFLICT OF INTEREST

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

11.8 TERMINATION BY MUTUAL AGREEMENT

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

11.9 TERMINATION PROCEDURE

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

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

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

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

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

1. Stop all work, order fulfillment, shipments, and deliveries under the Contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, supplies, equipment and/or facilities in relation to the Contract except as is necessary to complete or fulfill such portion of the Contract that is not terminated;
3. Complete or fulfill such portion of the Contract that is not terminated in compliance with all contractual requirements;
4. Assign to the Purchaser, in the manner, at the times, and to the extent directed by the Contract Administrator on behalf of the Purchaser, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Purchaser has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator and/or the Purchaser to the extent Contract Administrator and/or the Purchaser may require, which approval or ratification shall be final for all the purposes of this clause;

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6. Transfer title to the Purchaser and deliver in the manner, at the times, and to the extent directed by the Contract Administrator on behalf of the Purchaser any property which, if the Contract had been completed, would have been required to be furnished to the Purchaser;
7. Take such action as may be necessary, or as the Contract Administrator and/or the Purchaser may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the MCC and/or the Purchaser has or may acquire an interest.

12.0 CONTRACT EXECUTION

12.1 PARTIES

This Contract (“Contract”) is entered into by and between the state of Washington, acting by and through the Department of Enterprise Services, Master Contracts & Consulting (MCC), an agency of Washington State government (“MCC” or “State”) located at 1500 Jefferson Street SE, Olympia WA 98501, and 3M Electronic Monitoring, Inc., a corporation licensed to conduct business in the state of Washington (“Contractor”), located at 1838 Gunn Hwy, Odessa, Florida 33556 for the purpose of providing products and services for the electronic monitoring of offenders.

12.2 ENTIRE AGREEMENT

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

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

12.3 ORDER OF PRECEDENCE, INCORPORATED DOCUMENTS, CONFLICT AND CONFORMITY

Incorporated Documents:

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

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

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Order of Precedence:

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

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

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

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

12.4 LEGAL NOTICES

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

To Contractor at:	To MCC at:
3M Electronic Monitoring, Inc.	State of Washington Department of Enterprise Services Master Contracts & Consulting
Attn: Paul Drews, Vice President of Strategic Accounts	Attn: MCC Contract Administrator
1838 Gunn Hwy Odessa, Florida 33556	Mail: Post Office Box 41411 Olympia, Washington 98504-1411 Street: 1500 Jefferson Street, SE Olympia, WA 98501
Phone: (480) 363-6554	Phone: (360) 407-9430
Fax: (813) 749-5474	Fax: (360) 586-2426
E-mail: pdrews@mmm.com	E-mail: robert.paulson@des.wa.gov

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

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

12.5 LIENS, CLAIMS AND ENCUMBRANCES

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

12.6 AUTHORITY TO BIND

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

12.7 COUNTERPARTS

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

SIGNATURES

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

This Contract is effective July 1, 2013 or the date of last signature whichever is later.

This is a Partial award for: Contract 00212

Approved (Lead State)		Approved
State of Washington Department of Enterprise Services Master Contracts & Consulting 1500 Jefferson Street, SE Olympia, WA 98501		3M Electronic Monitoring, Inc. 1838 Gunn Hwy Odessa, Florida 33556
/s/	6-3-13	/s/
Signature	Date	Signature
Date		May 31 2013
Date		Date
Robert Paulson, Jr., C.P.M.		Alejandra A. Lang
Print or Type Name		Print or Type Name
Contract Administrator		President
Title		Title
/s/	6-3-13	
Signature	Date	
Dale Colbert, CPPO		
Print or Type Name		
Unit Manager		
Title		

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/s/		6/4/13	
Signature		Date	
Christine Warnock, CPPO			
Print or Type Name			
Chief Procurement Officer			
Title			

APPENDIX A STANDARD DEFINITIONS

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

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

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Business Days	Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.
Calendar Days	Consecutive days of the year including weekends and holidays, each of which commence at 12:00:01 a.m. and end at Midnight, Pacific Time. When “days” are not specified, Calendar Days shall prevail.
Contract	An agreement, or mutual assent, between two or more competent parties with the elements of the agreement being offer, acceptance, and consideration.
Contract Administrator	The person designated to manage the resultant Contract for the MCC. The primary contact for the MCC with Purchasers and Contractor on a specific Contract.
Contractor	Individual, company, corporation, firm, or combination thereof with whom the MCC develops a Contract for the procurement of materials, supplies, services, and/or equipment. It shall also include any Subcontractor retained by Contractor as permitted under the terms of the Contract.
Equal	An offer of materials, supplies, services and/or equipment that meets or exceeds the quality, performance and use of the specifications identified in a Solicitation.
Estimated Useful Life	The estimated time from the date of acquisition to the date of replacement or disposal, determined in any reasonable manner.
Inspection	An examination of delivered material, supplies, services, and/or equipment prior to Acceptance aimed at forming a judgment as to whether such delivered items are what was ordered, were properly delivered and ready for Acceptance. Inspection may include a high level visual examination or a more thorough detailed examination as is customary to the type of purchase, as set forth in the solicitation document and/or as agreed between the parties. Inspection shall be acknowledged by an authorized signature of the Purchaser.
Invitation For Bid (IFB)	The form utilized to solicit Bids in the formal, sealed Bid procedure and any amendments thereto issued in writing by the MCC. Specifications and qualifications are clearly defined.
Lead Time/After Receipt Of Order (ARO)	The period of time between when the Contractor receives the order and the Purchaser receives the materials, supplies, equipment, or services order.
Life Cycle Cost	The total cost of an item to the state over its Estimated Useful Life, including costs of selection, acquisition, operation, maintenance, and where applicable, disposal, as far as these costs can reasonably be determined, minus the salvage value at the end of its estimated useful life.
Master Contracts & Consulting (MCC)	The MCC within the Washington Department of Enterprise Services, Master Contracts & Consulting authorized under Chapter 39.26 RCW (formerly Chapter 43.19 RCW) to develop and administer contracts for goods and services on behalf of state agencies, colleges and universities, non-profit organizations and local governments.
Order Document	A written communication, submitted by a Purchaser to the Contractor, which details the specific transactional elements required by the Purchaser within the scope of the

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	Contract such as delivery date, size, color, capacity, etc. An Order Document may include, but is not limited to field orders, purchase orders, work order or other writings as may be designated by the parties hereto. No additional or alternate terms and conditions on such written communication shall apply unless authorized by the Contract and expressly agreed between the Purchaser and the Contractor.
Procurement Coordinator	The individual authorized by the MCC who is responsible for conducting a specific Solicitation.
Product	Materials, supplies, services, and/or equipment provided under the terms and conditions of this Contract.
Proposal	A sealed written offer to perform a Contract to supply materials, supplies, services, and/or equipment in reply to a Request For Proposal (RFP).
Purchaser	The authorized user of the Contract, as identified in the Solicitation, who may or actually does make purchases of material, supplies, services, and/or equipment under the resulting Contract.
Recycled Material	Waste materials and by-products that have been recovered or diverted from solid waste and that can be utilized in place of a raw or virgin material in manufacturing a product and consists of materials derived from post-consumer waste, manufacturing waste, industrial scrap, agricultural wastes and other items, all of which can be used in the manufacture of new or recycled products.
Recycled Content Product	A product containing recycled material.
Request For Proposal (RFP)	The form utilized to solicit Proposals in the formal, sealed Bid procedure and any amendments thereto issued in writing by the MCC. The specifications and qualification requirements are written in an outcome based form allowing for consideration of a broad range of different solutions to meet the procurement need.
Responsible	The ability, capacity, and skill to perform the Contract or provide the service required , including, but not limited to the character, integrity, reputation, judgment, experience, and efficiency of the Bidder; Further considerations may include, but are not limited to whether the Bidder can perform the contract within the time specified, the quality of performance of previous contracts or services, the previous and existing compliance by the Bidder with laws relating to the contract or services and such other information as may be secured having a bearing on the decision to award the contract:
Responsive	A Bid or Proposal that meets all material terms of the Solicitation document.
Response	A Bid or Proposal
Solicitation	The process of notifying prospective Bidders that the MCC desires to receive competitive Bids or Proposals for furnishing specified materials, supplies, services, and/or equipment. Also includes reference to the actual documents used for that process, including: the Invitation For Bids (IFB) or Request For Proposals (RFP), along with all attachments and exhibits thereto.
State	The State of Washington acting by and through the MCC.

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State Contract	<p>The written document memorializing the agreement between the successful Bidder and the MCC for materials, supplies, services, and/or equipment and/or administered by the Master Contracts & Consulting on behalf of the State of Washington.</p> <p>“State Contract” does not include the following:</p> <ul style="list-style-type: none"> • Colleges and universities that choose to purchase under RCW 28B.10.029 • Purchases made in accordance with state purchasing policy under Washington Purchasing Manual Part 6.11 Best Buy Program; • Purchases made pursuant to authority granted or delegated under RCW 43.19.190(2) or (3) • Purchases authorized as an emergency purchase under RCW 43.19.200(2); or • Purchases made pursuant to other statutes granting the Agency authority to independently conduct purchases of materials, supplies, services, or equipment.
Subcontractor	<p>A person or business that is, or will be, providing or performing an essential aspect of the Contract under the direction and responsibility of the Contractor and with the agreement of the MCC.</p>
Vendor	<p>A provider of materials, supplies, services, and/or equipment.</p>
Washington’s Electronic Business Solution (WEBS)	<p>The Vendor registration and Bidder notification system maintained by the Washington State Department of Enterprise Services located at: www.ga.wa.gov/webs.</p>



APPENDIX B WCSA-NASPO MASTER AGREEMENT STANDARD TERMS AND CONDITIONS

1. RESERVED.

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

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

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

5. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF.

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

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

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

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

7. DEFAULTS & REMEDIES.

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
- i. Nonperformance of contractual requirements; or
 - ii. A material breach of any term or condition of this Master Agreement; or
 - iii. Any representation or warranty by Contractor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
 - iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - v. Any default specified in another section of this Master Agreement.
- b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time

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

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

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

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

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

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

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

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

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

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

(1) the Product, system or method is:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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

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

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

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

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APPENDIX C CONTRACTOR INFORMATION AND PROFILE

- 1. Company Name:** 3M Electronic Monitoring, Inc.
Address: 1838 Gunn Hwy
City: Odessa State: Florida Zip: 33556
Phone: (813) 749-5454 FAX: (813) 749-5474
Washington State Department of Revenue Registration Tax number: 601740065
Federal Tax ID No.: 13-4088052
Company Internet URL Address: www.mmm.com/electronicmonitoring
- 2. Legal Status of the Bidder:** Corporation: X
- 3. Bidder's Authorized Representative:** (Reference Section 2.3)
Name: Paul Drews, Vice President of Strategic Accounts
Phone: (480) 363-6554 FAX: (813) 749-5474 E-mail: pdrews@mmm.com
- 4. Orders to be sent to:**
Company Name: 3M Electronic Monitoring, Inc.
Address: 1838 Gunn Hwy
City: Odessa State: Florida Zip: 33556
Phone: (813) 749-5454 FAX: (813) 749-5474
Internet address for company catalog (if available): n/a
- 5. Billing will be from:**
Company Name: 3M Electronic Monitoring, Inc.
Address: 1838 Gunn Hwy
City: Odessa State: Florida Zip: 33556
Phone: (813) 749-5454 FAX: (813) 749-5474 E-mail: 3MEMAR@mmm.com
- 6. Payment to be sent to:**
Company Name: 3M Electronic Monitoring, Inc.
Address: 1838 Gunn Hwy
City: Odessa State: Florida Zip: 33556
Phone: (813) 749-5454 FAX: (813) 749-5474 E-mail: 3MEMAR@mmm.com
- 7. Contact Person for Sales Reports to be filed with MCC:** (Ref. Section 2.10)
Contact Person's Name: Accounts Payable
Phone: (813) 749-5454 FAX: (813) 749-5474 E-mail: d3MEMAP@mmm.com

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8. **Bidder's Company Experience and History:** Upon request, Contractor will provide information about the company's experience and history in providing electronic monitoring of offenders equipment and services.
9. **Minority/Women Owned Business (MWBE):** No: X
10. **Payment Methods and Term:**
Payment Terms: Net 30 days.
11. **Purchasing Cooperative Members – Washington State Political Subdivision and Nonprofit Corporations:** Contractor agrees to sell the goods and services on this contract to political subdivisions and nonprofit corporations which are members of the State of Washington Purchasing Cooperative (WSPC): Yes X.
12. **Subcontractors:** Vendor has identified the following subcontractors as participants in the fulfillment of contract requirements and has provided a briefly describe the nature of equipment/services to be performed. (Reference Section 4.2)
- A. Name: Emerge Monitoring Address: 5024 Ace Lane, Ste 112, Naperville, IL 60565
Anticipated value of participation: \$unknown TIN Number: 26-3806208
Description of equipment/services: On-site fee collection, install and retrieval services, case management, offender enrollment, initial contact, schedule entry/maintenance.
- B. Name: Protocol Global Solutions Address: 1000 Corporate Blvd., Aurora, IL 60505
Anticipated value of participation: \$unknown TIN Number: 232250564
Description of equipment/services: Back up monitoring and help desk services for electronic monitoring equipment.
- C. Name: Recovery Healthcare Corporation
Address: 9090 North Stemmons, Suite A, Dallas, Texas 75247
Anticipated value of participation: \$unknown TIN Number: 75-2615494
Description of equipment/services: On-site fee collection, install and retrieval services, case management, offender enrollment, initial contact, schedule entry/maintenance, re-entry services.
- D. Name: SoberLink Address: 2900 Bristol St., J202, Costa Mesa, CA 92626
Anticipated value of participation: \$unknown TIN Number: 29-1931247
Description of equipment/services: Hand held breath alcohol monitoring device provider.
13. **Customer References:** Customers may contact the Contractor for a list of references for any category of electronic monitoring of offenders equipment and service available through this Contract.

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APPENDIX D SPECIFICATIONS

SPECIFICATIONS

These specifications are the minimum. The vendor has listed, clearly demonstrated, and presented features that add value, savings and/or reliability.

CATEGORY 1 – RADIO FREQUENCY (RF) CONTINUOUS SIGNALING ELECTRONIC MONITORING SERVICE			
1.0	SECTION A Vendor Requirements		
Item	Function	Description	Describe how Vendor passes, meets or exceeds
1.1	Vendor Requirements	The Vendor must have at least two (2) years of experience delivering Radio Frequency monitoring services.	3M Electronic Monitoring has been providing RF monitoring services since 1997.
1.2	Vendor Requirements	Vendor must be capable of performing expert On-Site Service and be capable of dispatching expert technicians to the field in the event electronic diagnosis or replacement of component problems are encountered.	3M Electronic Monitoring has an expert team of engineers and technical team members based in Odessa, FL and St. Paul, MN, and account managers based across the nation that support all of our customers who and are available to support a customer in the field upon request.
1.3	Vendor Requirements	The proposed monitoring device must have been installed and in use on at least an aggregate of 500 offenders through one or more contracts with State, Federal or local government agencies. This experience must include at least six (6) months of active monitoring for the model offered in response to this RFP. The Vendor's experience shall have been met with the vendor acting as the prime contractor in providing all of the above service. Identify these agencies, volumes and devices in your proposal response.	3M's RF continuous signaling electronic monitoring services have been monitoring tens of thousands of offenders since 1997. Representative experience for the past 6 months includes: Marion County Community Corrections (Contracted since 5/1/2011. 766 units). Cook County Sheriff (Contracted directly since 2010, with resellers since 1998. 1,500 units), Tippecanoe Community Corrections (Contracted since 2010. 224 units) West Virginia Department of Corrections (Contracted since 2007. 33 units), Wetzel County Home Confinement (Contracted since 2010. 13 units)
1.4	Vendor Requirements	The proposed base software must have been in use at least six (6) consecutive months in support of one or more contracts with State, Federal or local government agencies.	The proposed Offender Monitoring Software is web based and has been in use for more than 6 months. Representative experience: our web based software has been employed in Marion County Community Corrections for the past year.
1.5	Vendor Requirements	All devices shall be currently registered and approved by the Federal Communications Commissioner (FCC).	3M™ Home Curfew RF Monitoring System landline FCC ID: LSQDCU-2010. 3M™ Home Curfew RF Monitoring System cellular LSQ-DCU-2010C. 3M™ Small RF Transmitter LSQ-TXS-700.

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2.0 SECTION B Monitoring Center Facility, Data Center. Data Storage and Data Access			
Item	Function	Description	Describe how Vendor passes, meets or exceeds
2.1	Facility	The Monitoring Center Facility and Services must have been in use for at least six (6) consecutive months through one or more contracts with State Government agencies at the time of proposal submittal. This experience shall be with the same government agencies listed in Item 1.3. The Vendor shall have been the prime contractor for any contract services performed by any subcontracted monitoring service center or help-desk facility.	<p>The government agencies listed in Item 1.3 are currently supported by 3M and our subcontractor, Protocol Global Solutions. 3M utilizes Protocol when requested by our customers to augment our in-house monitoring service. Protocol focuses on agencies that need 24-hour supervision of clients on electronic monitoring and manages all electronic monitoring violations, curfews, offender calls, officer contacts and any other communications regarding an offender's case. This monitoring center has been supporting the government agencies listed in Item 1.3 for between 1 and 5 years.</p> <p>While 3M will provide all monitoring services under the resulting contract as we have done for 10 years under the current WSCA contract, we will continue to offer the type of service provided by Protocol when requested by our customers.</p> <p>Marion County Community Corrections (Contracted since 5/1/2011. 766 units). Cook County Sheriff (Contracted directly since 2010, with resellers since 1998. 1,500 units) Tippecanoe Community Corrections (Contracted since 2010. 224 units) West Virginia Department of Corrections (Contracted since 2007. 33 units) Wetzel County Home Confinement (Contracted since 2010. 13 units)</p>
2.2	Facility	The Vendor shall provide a secure confidential monitoring service center and help-desk facility that provides service 24/7/365.	3M's 24x7 monitoring center and held desk provides round the clock service to users 365 days a year. Our team of Monitoring Center personnel are highly trained in operation of all proposed equipment and services and they have real time access to our engineering team when needed.
2.3	Facility	Monitoring Center will be clean, well-maintained, safe and secure for personnel as well as compliant with all Federal Regulations regarding safety.	3M's Monitoring Center is clean, well-maintained, safe and secure for personnel and meets all Federal and OSHA regulations regarding safety. The Monitoring Center undergoes annual audits to ensure it is operated as prescribed by the established protocols.

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2.4	Facility	Monitoring Center must be secure from unauthorized entry or malicious actions against facility and staff.	Both of our Monitoring Centers are secure physical areas with limited access; our primary Monitoring Center is located within our headquarters in Odessa, Florida. Both Centers have a closed-circuit camera system and limited access doorways. We employ multiple additional physical controls to ensure that only authorized 3M employees have access to our Monitoring Centers. The facilities are well ventilated, equipped with an alarm, and monitored by onsite personnel and via a security company. They are also equipped with an operational fire protection system that has a tamper-proof dedicated circuit with no exposure to any person or thing that could alter or damage the line and our security procedures and protocols are certified by a third-party source. At our primary facility, all entry doors are secured requiring ID and security code for entry. All areas of the facility are under recorded video surveillance and all personnel are trained for the proper security procedures.
2.5	Facility	Monitoring Center must have disaster mitigation features (e.g. fire resistant, earthquake resistant; hurricane resistant.)	Our data centers and monitoring centers are located in separate locations. The primary facility is a one-story building with concrete floors. The building offers approximately 17,000 square feet of workspace. The data center is collocated with a full contact operations center composed of approximately 260 stations. The redundant facility is a two-story building with concrete floors and a centrally located courtyard – shared by both floors. Each floor is approximately 20,000 square ft. Primary operations workstations, mission critical servers and UPS systems are located on the second floor. Although the site is well above the flood plain, having critical equipment on the second floor offers additional security in the event of a catastrophic flood – perhaps due to a hurricane. The backup data center is collocated with a full contact operations center composed of approximately 320 stations. Our monitoring centers are located in Category-3 rated hurricane-resistant buildings and have a full fire suppression system. Neither the Monitoring Center nor the Data Center buildings are located in earthquake prone areas.

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2.6	Facility	In the event of a disaster the Vendor must have a backup Monitoring Center located sufficiently distant from the primary center, such that it is unlikely to be adversely affected by a manmade or natural event or loss of electrical or communications services that would disable the primary Monitoring Center.	We house a secondary always-running Monitoring Center that is fully redundant and capable of providing full operational functions in the event the primary Monitoring Center is disabled. Every year prior to hurricane season, we switch all operations to our secondary facility to ensure readiness. The Jacksonville location is particularly desirable because the telephone company's Network Operations Center (NOC) for Jacksonville is located in Atlanta, whereas the NOC for Odessa, FL is located in Orlando. The advantage to the separation of NOCs is that it virtually eliminates the possibility of a total network failure at both facilities simultaneously. (Our Monitoring Center is separate from our Secure Data Center).
2.7	Facility	Deleted	
2.8	Facility	The exchange of monitoring information (including enrollment, data changes, monitoring reports and terminations) between Officers and the Vendor's Monitoring Center facility shall occur via secure, real-time access to Vendor's web-based system by Officer's using existing agency computers/Internet access.	The exchange of monitoring information between officers and our monitoring center facility occurs via secure, real-time access to our webbased system by Officers using any Internet capable device.
2.9	Facility	The Vendor shall have written operational and procedure manuals and disaster recovery plans for the Monitoring Center(s) (all locations). All revisions/updates by the Vendor to such manuals shall be forwarded to the Agency as they occur. The Agency will review such manuals and plans to ensure the integrity of the electronic monitoring system is maintained. While it is not necessary for the vendor to submit these documents with proposal, they must be provided to any requesting agency post award.	3M Electronic Monitoring has a full library of written operational procedure manuals and a detailed disaster recovery plan for our Monitoring Centers. As an ISO 9001:2008 company, we diligently maintain all documents up to date and make them available to customers upon request. Additionally, we employ a full time Corporate Trainer and Documentation Specialist that update our manuals and plans as updates become available. All equipment manuals and guides are also available on our web based help documents portal. Disaster Recovery and Business Continuity Plans are available on request of an agency post award.
2.10	Facility	The system will synchronize with daylight savings time.	All components of 3M's system automatically synchronize with daylight savings time.

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2.11	Facility	The Vendor's Monitoring Center should have a permanently installed and functioning emergency backup power source, independent of its main power source, capable of maintaining continuous operation until primary power is restored or the backup Monitoring Center is fully functional.	The Monitoring Center has a permanently installed and functioning emergency backup power source, independent of the main power source, capable of maintaining continuous operations for well over forty-eight (48) hours in the event of failures of normal utility power. If power is not restored, our primary operation can be switched to our redundant and always active back up Monitoring Center at in minutes. We don't need to activate a backup facility because we have the second always-running, redundant Monitoring Center at Jacksonville. Our fully redundant architecture ensures that our agency customers have 24x7 access to their data without interruption.
2.12	Facility	The Vendor's Monitoring Center should have ventilation and temperature controls adequate to ensure proper functions of the Monitoring Center hardware.	Our Monitoring Center has excellent environmental controls to ensure the proper function of our systems. We have equipped the Monitoring Center with dual Liebert HVAC systems which are specifically designed for use within facilities of this type. The redundant systems ensure continuous cooling of the Center in case of a mechanical failure or required maintenance.
2.13	Facility	The Vendor's Monitoring Center's physical security features at a minimum should include closed circuit camera system and limited access doorways. Describe other features to ensure physical security.	Both of our Monitoring Centers are secure physical areas with limited access; our primary Monitoring Center is located within our headquarters in Odessa, Florida. Both Centers have a closed-circuit camera system and limited access doorways. We employ multiple additional physical controls to ensure that only authorized 3M employees have access to our Monitoring Centers. The facilities are is well ventilated, equipped with an alarm, and monitored by a security company. They are also equipped with an operational fire protection system that has a tamper-proof dedicated circuit with no exposure to any person or thing that could alter or damage the line and our security procedures and protocols are certified by a third-party source. At our primary facility, all entry doors are secured requiring ID and security code for entry. All areas of the facility are under recorded video surveillance and all personnel are trained for the proper security procedures.

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2.14	Data Center	The facility housing the Data Center(s) must have multiple physical security features. Describe the physical security features that protect the Data Center and agency data.	Our primary server data center is secured and accessible by only authorized personnel. The SDC has multiple authorized key access entry and exit points and is monitored by closed circuit cameras. The datacenter plant security features include gas fire suppression, redundant air conditioning system, elevated floor, dual UPS system, and a myriad of security cameras and alarms in the secured computer room. To prevent sabotage, no single employee may access any data base containing customer data without management approval and supervision.
2.15	Data Center	The Vendor's Data Centers must have ventilation and temperature control adequate to ensure proper functions of the Data Center hardware.	Our Center is ventilated and equipped with redundant Liebert cooling systems and dual controllers. Our backup facility also employs multiple layers of redundant cooling systems.
2.16	Data Center	The Vendor's Data Centers must have back-up emergency power generators.	The datacenter has both natural gas and diesel generators to provide ongoing power in case of an extended electrical outage.
2.17	Data Center	The Vendor must have redundant Data Centers located sufficiently distant from the primary center, such that it is unlikely to be adversely affected by a manmade or natural event or loss of electrical or communications services that would disable the primary Data Center.	Our data centers are located more than 300 miles apart. It is unlikely they would be adversely affected by a manmade or natural event or loss of electrical communications services that would disable the primary Data Center. These two servers communicate in real-time – the MAIN writing its data to the SECONDARY and the SECONDARY server is constantly —pinging the MAIN to ensure availability.
2.18	Data Center	All back-up systems in the Data Centers must be tested regularly.	3M Electronic Monitoring tests all back-up systems in the Data Centers on a daily, weekly, and monthly basis.
2.19	Data Center	The Vendor's system should provide for 100% redundancy to avoid unnecessarily excessive downtime due to hardware or software issues. In the event of data disruption, the secondary Data Center must be activated within 60 minutes of initial system failure.	Unless redundancy is already employed such as in a server web farm, all critical servers have dual redundant, hot swappable power supplies and RAID-5 redundant hard drive systems. We have made efforts to use the same hardware (primarily Dell) when possible to provide for parts swapping in a disaster situation. Our servers run primarily on Windows operating systems in a multi-domain environment. The IT department checks all servers and critical equipment daily. All critical servers are monitored with automated alerts The datacenter plant security features include gas fire suppression, redundant air conditioning system, elevated floor, dual UPS system, and a myriad of security cameras and alarms in the secured computer room. Natural gas and diesel generators provide ongoing power in case of an extended electrical outage. The building that houses our data center utilizes multiple internet providers and long-distance telephone providers to mitigate the occurrence of a communication outage. The datacenter has a

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2.19	(Continued)		secure network environment using Cisco and PIX firewalls supporting packet filtering and web-based traffic monitoring. The network includes an isolated subnet for production systems and an enterprise anti-virus solution. The building that maintains all hardware in a secure, climate controlled data center. The two data centers are connected via redundant T-3 internet connections to provide guaranteed uninterrupted data flow between the MAIN and SECONDARY host computers. In the event of data disruption, the secondary data center will be activated within 60 minutes.
2.20	Data Storage	The Vendor must ensure that all records (automated or hard copy files) remain the property of the Agency and shall be returned within 30 days, in the event the contract is canceled or terminated.	Multiple copies of client data exist on our “hot” redundant database servers and multiple disk RAID arrays. The data is also backed up to LTO Ultrium tapes on a daily basis. 3M’s position on offender data is that it belongs to our client agencies. 3M never deletes any data and will gladly give an Agency its data at any time via exported data file, hard copy print out, magnetic tape, CD, or XML format. Upon contract termination, this request will be completed within 30 days.
2.21	Data Storage	The Vendor’s system must ensure that all data be recorded with a historical transaction record and stored/archived for retrieval/backup in a database when requested by Agency personnel in accordance with the following:	3M’s system records all data with a historical transaction record that is stored and archived for retrieval in a database when requested by an Agency. 3M will gladly give an Agency its data at any time via exported data file, hard copy print out, magnetic tape, CD, or XML format.
2.22	Data Storage	a. All historical data must be centrally stored and accessible for reporting purposes;	All historical data is stored in our data centers on multiple media formats and can be accessed by customers 24x7.
2.23	Data Storage	b. This information must be available for reporting in a standard transaction file format; and	3M will gladly give an Agency its data at any time via exported data file (which can be automatically exported to the agency on a daily basis as we do now for several customers), hard copy print out, magnetic tape, CD, or XML format.
2.24	Data Storage	c. All current and historical data files must be retained for a minimum of seven (7) years and this information shall be available at no charge to the Agency.	3M Electronic Monitoring maintains all current and historical data indefinitely. We never delete data. It is always available to the Agency upon request at no charge.

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2.25	Data Storage	The Vendor's Data Centers must have duplicate computers with the ability to, at a minimum, permit restoration of data collection and user monitoring services within ten (10) minutes after computer failure. The Monitoring Center should have duplicate data storage devices with automated fail-over and automatic re-establishment of the duplicate databases upon replacement of the failed storage device.	The secondary server constantly monitors the performance of the primary server and vice versa. In case a server identifies a failure in the other server's database, a failover action will be automatically performed and the faulty server's processes will be shut down for troubleshooting. All monitoring processes and user connectivity will be performed by the secondary server without interruption to the customer until the faulty server can be brought back online. This procedure takes about 10 minutes.
2.26	Data Storage	Upon request from the Agency, the Vendor must provide the most up-to-date complete copy of the System database, including historical data, the data dictionary, file layouts, code tables, code values, data relationships, keys, and indices, etc., in a format requested by the Agency.	Upon request from an Agency, 3M will provide, as we do from time to time for other customers, a current and complete copy of the database including all information requested by the agency.
2.27	Data Access	The Vendor shall not release or reveal any data, program information, operation protocols, implementation plans, training material, report(s), publication(s), updates, and/or statistical data related to the Program to any entity, to include non-Agency personnel, without prior written approval from the Agency Program Manager.	3M will not release or reveal any data, program information, protocols, etc, related to an Agency to any entity without prior written approval from the Agency Program Manager.
2.28	Data Access	The Vendor must maintain unaltered recorded data of offender violations, to be accessible in original form and substance for utilization as physical evidence for prosecution.	3M maintains unaltered recorded data of offender violations indefinitely and which is always accessible in original form and substance for utilization as physical evidence by our customer agencies.
2.29	Security	The Vendor shall have written policies and procedures for network security, application security, data transmission and data security, as well as Monitoring Center physical security.	3M maintains a formal <i>Security Procedures and Controls</i> policy/manual that contains policies and procedures for all company security processes. The document(s) may be reviewed upon request.
2.30	Security	The system shall provide security features, which prevent unauthorized individuals from accessing any information held by the Vendor. Secure access to the system shall be maintained at all times.	Our software can only be accessed with a unique User ID and Security code which is required to be changed every 90 days. Our system is protected by multiple firewalls with proprietary encryptions and security features. Inside our firewalls, only select employees have access to the data and only then with access codes entered by two individuals. The 3M system has never been infected with a virus, been hacked, or accessed by unauthorized individuals.

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2.31	Security	The Vendor shall maintain security policies and procedures for its network security, application security, data transmission security, data storage security, and physical security. While it is not necessary for the vendor to submit these documents with proposal, they must be provided to any requesting agency post award.	3M maintains a formal <i>Security Procedures and Controls</i> policy/manual that maintains policies and procedures for all company security processes. These are available for review by requesting agency post award.
2.32	Security	The Vendor shall provide secure transmission and storage of data and shall ensure that all data, data transmissions and data storage is kept confidential.	Confidentiality and data are of utmost importance to 3M. 3M provides secure and encrypted transmission and storage of data, as well as significant physical security, to ensure that all data is kept secure and confidential.
2.33	Security	The Vendor's facility, equipment, data transmissions, and data storage shall be secure. The Vendor's facility shall be alerted and monitored by a local law enforcement agency or security company. The alert line shall be a tamper-resistant dedicated circuit and shall not be exposed to any person or thing that could alter or damage the line. The Data Center shall be equipped with automated fire detection and suppression equipment.	3M's Monitoring Centers have on-site, in person security 24x7. Our facilities have dual factor access (card, key code), and 3-factor authentication. Data Center and Monitoring Center security is augmented by a secondary dual factor access and includes intruder detection, fire detection and suppression, video surveillance and security alarms routed directly to local law enforcement. Our software can only be accessed with a unique User ID and Security code. Our Monitoring Center operators will only provide information to users with a valid User ID and security key.
2.34	Security	The Vendor shall maintain a written Disaster Recovery Plan to cover power failures, telephone system failures, local equipment failures, flood or fire at the Monitoring Center and Data Center continued continuity of operations. While it is not necessary for the vendor to submit these documents with proposal, they must be provided to any requesting agency post award.	3M maintains our documented <i>Business Continuity and Disaster Recovery</i> plan document that specifies a detailed response to cover power failures, telephone system failures, hardware and equipment failures, natural disasters, etc. All procedures within the document are tested, and revised as needed, at least annually. We are happy to provide it to any agency for review post award.

3.0	SECTION C Monitoring Center Staff		
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Item	Function	Description	Describe how Vendor passes, meets or exceeds
3.1	Monitoring Center Staff	All operators answering calls, monitoring and reporting are required to be certified by Vendor as to full knowledge of systems and ability to operate systems. All Vendors' monitoring staff shall be certified by the Original Equipment Manufacturer and must be well versed in all aspects of the system including but not limited to:	3M's Monitoring Center is fully operational and fully staffed 24 hours per day, 365 days a year. Our Monitoring Center representatives begin their employment with 4 weeks (160 hours) of initial training. Advanced and refresher training begins at their 90th day of employment and occurs every 30-60 days for the duration of their employment. Our MC will always be fully staffed and will meet the device ration for the Agency activated equipment. In addition, our MC has Bilingual Specialists in the Spanish, French, and Creole languages. Shift Supervisors are

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3.1	(Continued)		always on shift to supervise customer service agents and handle escalated calls. We have a dedicated Quality Assurance Coordinator whose job is to maintain high standards of service. As we are the OEM, all of our MC representatives are OEM certified.
3.2	Monitoring Center Staff	a. Enrolling participants via the Internet for immediate activation of all monitoring services;	3M's Monitoring Center representatives are able to enroll participants for immediate activation.
3.3	Monitoring Center Staff	b. Activating/installing both monitoring and tracking equipment on participants;	Monitoring Center (MC) staff are capable of activating or installing both monitoring and tracking equipment on participants. Activating generally refers to the act of enrolling and assigning equipment to an offender in the software and does not refer to the actual installation on an offender in person. We are offering those on-site installation services in the optional services category later in this section.
3.4	Monitoring Center Staff	c. Accessing, reviewing, and changing participant data via the Internet;	MC staff members can access, review, and change participant data via the Internet.
3.5	Monitoring Center Staff	d. Troubleshooting equipment / monitoring /tracking problems;	MC staff members are very proficient at troubleshooting equipment and monitoring or tracking issues.
3.6	Monitoring Center Staff	e. Terminating participants via the Internet; and	MC Staff are available to terminate participants' equipment via the Internet.
3.7	Monitoring Center Staff	f. Operators must respond to equipment & system issues, including installation issues.	MC representatives can respond to equipment, system, and installation issues and assist with troubleshooting until a resolution is reached.
3.8	Monitoring Center Staff	The Vendor shall ensure their staff is trained and certified to provide technical assistance to Agency staff and deal effectively with all issues regarding the Radio Frequency Electronic Monitoring. When necessary, the Vendor shall develop written operational procedures specific to the Agency's monitoring requirements for reference by their staff.	3M's professional Monitoring Center representatives are trained and certified to provide technical assistance on all of our products, including our Home Curfew Monitoring System. We have written protocols in place specific to Agency monitoring requirements; these policies are incorporated into our MC's Greeter software which is viewable specific to the Agency, by the MC representative, after verifying the caller's user ID and password.

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3.9	Monitoring Center Staff	Vendors shall not employ felons in the performance of this contract. Upon Agency request, Vendor shall provide a copy of employee background check procedures. While it is not necessary for the vendor to submit these documents with proposal, they must be provided to any requesting agency post award.	We have a very strict, selective hiring practice that begins with all applicants for employment complete a standard employment application form. Those that meet the criteria then must complete a multi-stage interview and reference process, followed by a pre-employment drug screen. Additionally, a felony background check is conducted and verified before any offer of employment is extended. 3M Electronic Monitoring will not employ anyone who has been convicted of a felony. For an added level of security, background checks on all employees are performed annually. 3M agrees that the results of the background checks shall be made available for review by the Agency per the terms of privacy laws.
4.0 SECTION D Monitoring Services			
Item	Function	Description	Describe how Vendor passes, meets or exceeds
4.1	Monitoring Services	The Vendor shall provide toll-free telephone and facsimile numbers for the Agency staff to access the operators, technical support and customer service specialists at the Monitoring Center.	3M Electronic Monitoring’s fully staffed monitoring center is available 24x7x365, via a toll-free telephone number, fax, or email at no additional charge to the Agency. Monitoring Center representatives are always available for technical support, point and alarm analysis, application assistance, and general support for all of our software and hardware products.
4.2	Monitoring Services	The Vendor must provide a staffed communication system utilizing an 800-telephone number an 800- number fax, and email access, available 24-hours per day, 365 days per year at no additional charge to the Agency for technical, analysis, and application assistance.	3M Electronic Monitoring’s fully staffed monitoring center is available 24 hours per day, 365 days a year, via a toll-free telephone number, fax, or email at no additional charge to the Agency. Monitoring Center representatives are always available for technical support, point and alarm analysis, application assistance, and general support for all of our software and hardware products.
4.3	Monitoring Services	The Vendor’s Monitoring Center service must be able to tailor the level of alert notification to meet individual Agency needs or protocols.	<p>Our services are flexible and are designed to meet the protocols, preferences, and budgets of our customers. There are many ways that we can tailor the level of alert notification to the customer’s needs and protocols. As an example, we offer the following are two popular Monitoring Center service options:</p> <p>The Automated Monitoring System—notifications are generated instantly upon receiving an alarm and all aspects of the process are time stamped, recorded, stored, backed up, and archived. We record precisely which offender and which device generated which alarm at what time. We also record the precise time of the device download, the moment notification was generated, when it was delivered, and to whom.</p>

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4.3	(Continued)		<p>Monitoring Center Optional Services—protocols include manual outbound calling and escalation. Customers may choose to use the automated system with officers responding to alerts, or to have our Monitoring Center provide first response for all alerts; or request a combination of services—some alerts handled through the automated system and specified alerts handled by our Monitoring Center.</p> <p>All required services must be specified in the participating addendum with protocols and key metrics clearly defined.</p>
4.4	Monitoring Services	<p>Describe in detail your ability to provide closed-loop notification (notify with confirmation of Officer call-back verification) and escalating notification (notify, pause for call-back verification, escalate to notify next Officer/contact, pause, continue) and identify any/all system automated capabilities versus manual staff steps required to deliver these types of advanced notification. Describe system reporting and/or web-based capabilities to audit the notification steps taken for each alert.</p>	<p>We offer a number of options for alert notifications. Our Monitoring Center provides first response or triage for all alerts identified by the agency, with direct contact with both agency staff and offenders for resolution according to agency protocol. We recognize the critical nature of alerts and the need to ensure agency staff has received this vital information. For that reason, we have developed several service options that escalate an alert notification to verify that agency staff has received the offender alert notification. These services are provided 24 hours per day and we document the proof: Automated Escalated Closed-Loop Notification ensures that a violation notification does not go unacknowledged. The system is set for mandatory acknowledgement on selected notification to supervising officers and if the server does not receive an acknowledgement from the specified contact within a set timeframe, the next person on the list is automatically notified. Enhanced Escalated Closed-Loop Notification was developed specifically to provide a secure means of notifying officers via phone from our Monitoring Center staff when automated notifications are not acknowledged. Our Monitoring Center places a telephone call to the identified contact for notifications and unless the contact is reached directly, notification is escalated to the next contact in the hierarchy. Agencies benefit from our Monitoring Center’s assurance of prompt alert handling and experience implementing protocols.</p>
4.5	Monitoring Services	<p>The system and software must allow for the following actions over a secure (password-provided by the Vendor) and protected internet or remote access. The Officer shall be able to complete a new participant enrollment including all relevant personal information for each participant, including:</p>	<p>Via our 100% web-based, secure password-protected software, authorized users can enroll a new participant (offender) including inputting all relevant personal information for each participant.</p>

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4.6	Monitoring Services	a. Name, address, telephone number, equipment number, officer name, curfew information temporary and permanent schedule;	Users are able to input an offender's name, address, phone number, equipment number (selectable from a list of available serial numbers by agency), officer name, curfew information, temporary and permanent schedule.
4.7	Monitoring Services	b. Data/Curfew changes;	Users may make all data and curfew changes in our software via computer or wireless device.
4.8	Monitoring Services	c. Caseload Review, a listing of all active participant names, associated transmitter/receiver serial numbers, the current real-time status of the participant including the single most recent event that was reported on this participant;	Our software provides a current snapshot of an Agency's case load with a list of all active participant names, associated equipment, current status, and most recent event on the Offender List or the Event Monitor.
4.9	Monitoring Services	d. Report Analysis (e.g. Officers shall be able to generate and review monitoring/tracking reports on screen and print hard copies where necessary;	Officers are able to generate and review tracking reports in PDF and Excel format on screen and print hard copies.
4.10	Monitoring Services	e. Terminate Participants (e.g. Officers shall be able to terminate monitoring/tracking on any participant on their caseload.)	In our software, officers are able to terminate monitoring by deactivating equipment on any participants on their caseload.
4.11	Monitoring Services	The Vendor's Monitoring Center service shall maintain accurate and concise historical logs of all telephone, text message, emails and fax calls attempted and completed, including date, time, and the associated incident. The Vendor shall make these logs available to the Agency upon request. History shall be maintained for six (6) years after termination or expiration of the Agency's contract with the Vendor.	3M Electronic Monitoring maintains all current and historical data indefinitely. It is available to the Agency upon request at no charge. Regardless of the reason for the call, or which party originated it, all phone calls between our client agencies and our monitoring center are recorded and archived with a transaction record for fast retrieval. We keep all phone calls and reports permanently so that the data is always available to the agency upon request; even long after contract expiration. This includes phone, text message, email and fax calls attempted and completed. The accessibility of this data, including the date and time of calls with the associated incident enables us to provide a high level of documentation, and therefore, better service to agencies.
4.12	Monitoring Services	All curfew and equipment status alerts shall be reported to Agency Staff immediately or upon expired Grace Period. Alerts shall be reported by web-based system and/or email. Additionally, alert reports may be provided by fax and/or telephone on an optional basis. Vendor must have the capability of reporting alerts after applying a defined Agency grace period for reporting designated events.	All alerts on our system can be provided via our OM or EM software as well as automated notifications via email, text, fax, page, or optional telephone call. We offer the ability to provide an Agency defined grace period for reporting designated events. A grace period could be applied at the Agency level or on an individual offender basis for reporting designated events.

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4.13	Monitoring Services	The Vendor shall be capable of immediately notifying the designated Agency Program Manager verbally of any interruption in service or processing delay to the Monitoring Center or telecommunications systems lasting longer than sixty (60) minutes. Such verbal notification shall be provided by the Vendor 24/7/365.	3M Electronic Monitoring will immediately notify the designated Agency Program Manager of any interruption in service that lasts longer than 60 minutes. This verbal notification will be provided around the clock.
4.14	Monitoring Services	The Vendor shall maintain redundant inbound and outbound communication services, provided by distinct carriers and/or methods, such that the failure of the primary service or method shall not adversely affect the secondary (backup) service or method.	To accommodate communication from thousands of devices daily, we have 96 phone lines, an OC12 fiber connection, eight T1 trunks for data and backup voice communications, and multiple Internet service providers for our Monitoring Center. For communications, our primary service provider is Verizon Wireless, one of the most reliable facilities-based networks in the world. In addition, we have multiple backup providers at both our primary and backup facilities, including Bell Atlantic, AT&T, Bright House Cable (VoIP) and an additional layer of redundancy provided by our AT&T and T-Mobile wireless phones in the event that all landlines go down. The redundant phone and data line connections are multiple paths from separate telecom providers with the primary service being dual-fiber connections.
4.15	Monitoring Services	The Vendor shall perform complete support of all interface hardware and software equipment (within the Monitoring Center) necessary to ensure provision of the service for the duration of the contract.	All support of hardware and software equipment is performed by 3M Electronic Monitoring staff. Engineers and production/manufacturing staff ensure all software is constantly updated and all equipment is built, maintained, and repaired in accordance with our formal ISO 9001:2008 Quality Assurance plan.
4.16	Monitoring Services	The Vendor shall provide the Agency a contact number, accessible twenty (24) hours a day, seven (7) days a week for the purpose of reporting problems that might be experienced.	All WSCA participating agencies will have access to the 3M Monitoring Center 24x7x365 via toll free number to report and troubleshoot any issue. In addition, all customers will be provided detailed contact information for their account manager, many of whom are local, and backup account managers who may be contacted at any time.
5.0	SECTION E Alert Notifications		
Item	Function	Description	Describe how Vendor passes, meets or exceeds
5.1	Alert Notifications	The Radio Frequency electronic monitoring system shall be capable of providing real-time and batch notification(s) to the Officer on the following violations/alerts:	The 3M™ Home Curfew RF Monitoring System is capable of providing real-time and batch notifications to the Officer on the following violations/alerts:

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5.2	Alert Notifications	a. Non-compliance with pre-determined curfews;	Our RF system provides a notification for offender non-compliance with predetermined curfews.
5.3	Alert Notifications	b. Participant entry and exit at unauthorized times;	The Late Arrival, Early Arrival, Late Leave, and Early Leave alerts notify an officer of participant entry and exit at unauthorized times.
5.4	Alert Notifications	c. Tampering with the transmitter or any of its components;	Our transmitter provides both a tamper and a body alarm for two distinct strap tamper alerts.
5.5	Alert Notifications	d. Tampering with the Receiver or any of its components;	Our receiver provides a both a case opened alarm, as well as a receiver in tilt alarm to alert an officer than an offender opened the case or that the unit was picked up or moved.
5.6	Alert Notifications	e. Failure of the Receiver to report at pre-determined times;	The Receiver Missed Call alarm reports when the home unit missed its agency defined Sanity call.
5.7	Alert Notifications	f. Loss and/or restoration of telecommunications;	The Phone Line failure and Phone Line restored alarms or No cell net coverage and cell net coverage restored alarms report loss and or restoration of telecommunications.
5.8	Alert Notifications	g. Loss and/or restoration of alternating current (AC) power;	The Power Failure and Power Restored alarms alert an officer to loss and or restoration of a/c power.
5.9	Alert Notifications	h. Detection of low power or battery malfunctions in the transmitter or Receiver;	The Receiver Shutdown/Low Battery alarm reports detection of lower power or battery malfunctions in the transmitter or receiver.
5.10	Alert Notifications	i. Movement of the Receiver to an unauthorized telephone line;	The Caller ID mismatch alarm reports movement of the receiver to an unauthorized telephone line.
5.11	Alert Notifications	j. Detection of operating malfunctions in the Receiver or transmitter.	The receiver's internal task constantly checks for malfunctions in the receiver or transmitter. If a failure is detected, the receiver will try to recover and if this recovery fails, the receiver will report it by event to the monitoring center which will in turn alert the officer.
5.12	Alert Notifications	Vendor shall have a notification policy for participant violations that allows the Agency to establish distinct levels of security on a participant by participant basis.	3M's system allows a user to customize the security level on a participant by participant basis. An officer can choose whether or not to receive alerts on particular alarms, provide grace periods, schedule or not schedule particular alarms, to provide unique coverage for an individual offender.

6.0	SECTION F Reports		
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Item	Function	Description	Describe how Vendor passes, meets or exceeds
6.1	Reports	Please provide a list of typical detailed reports the Vendor provides to current or previous customers.	While 3M has an inventory of reports available in real time or upon request, typically an agency receives the following reports: Offenders List, Events Report, End of Service, Schedule Changes, Offender Program, Equipment, and Equipment History.

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6.2	Reports	Describe how the Vendor plans to provide the following reports should they be requested by Agency.	The reports listed in 6.1 can be run by the customer or our Monitoring Center. Reports offered in the system can also be scheduled to run automatically.
6.3	Reports	a. Daily Utilization by Agency offices ;	The Offender List Report or Active Equipment report is available to officers through our Web Reports feature on the Offender Management Software platform.
6.4	Reports	b. On-demand report containing the serial numbers of each Transmitter and Receiver in use, the participant's name and other Agency defined data.	Offender List Report provides this information which is available as part of our Web Reports.
6.5	Reports	c. On-demand report containing the serial numbers of each Transmitter and Receiver not in In-Service Status	The Offender List Report will provide a report showing units in use and not in use and can be filtered by Agency.
6.6	Reports	d. On-demand (user defined date range) report containing the serial numbers of each Transmitter, Receiver and Mobile Receiver (Drive-By) returned to the Vendor from each office during the report week;	This information can be provided through Web Reports or by the Agency's assigned Account Manager.
6.7	Reports	e. On-demand (user defined date range) report containing the serial numbers of each Transmitter, Receiver and Mobile Receiver (Drive By) reported lost, absconded, stolen or not recovered from each region and office during the report week;	This information is provided through Web Reports or by the Agency's assigned Account Manager.
6.8	Reports	f. On-demand (user defined date range) report containing the serial number of each Drive-By Receiver in the Department's possession during the report month, sorted by Region and office;	This information can be provided through Web Reports or by the Agency's assigned Account Manager.
6.9	Reports	g. Daily active Participant Roster Report.	The Offender List report provides all of this information and can be filtered by Active, Post Program, Pre Program, or All Offenders.
6.10	Reports	On-demand reports with user defined fields as requested by Agency.	3M will work with our customer agencies to develop custom on-demand reports with user defined fields as requested. With multiple software engineers on staff, creating just the right report is a service we are able to provide to our customers.
7.0	SECTION G Account Management and Training		
Item	Function	Description	Describe how Vendor passes, meets or exceeds
7.1	Account Management	The Vendor shall assign staff to provide adequate training and explanation to Agency staff regarding the maintenance, use, and care of the radio-frequency EM monitoring system equipment.	W3M provides initial Basic Training to all agency designated personnel in one- to two-day onsite training classes with follow-up sessions as agreed between the agency and 3M Electronic Monitoring. The bottom line is that the length and schedule of

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7.1	(Continued)		training is designed to meet our client’s needs. Training includes the operational use of whichever tracking device the agency utilizes as well as all associated equipment and services; we work with agency staff to schedule all training sessions at times workable for the agency. We agree to provide initial on-site training by our very experienced Account Management staff within 30 days of start of Agency’s contract and follow up webinar training within 48 hours of request
7.2	Account Management	The Vendor shall provide an Inventory Control Plan / Reports subject to Agency approval to maintain accurate inventory of both active and spare equipment. While it is not necessary for the vendor to submit these documents with proposal, they must be provided to any requesting agency post award.	One of 3M’s many strong suits is inventory management. Often users are subjected to managing equipment through Excel spreadsheets. 3M’s system has several inventory reports that allow an agency to manage equipment in a way that best meets their specific agency needs. One of our reports even provides a link to the UPS tracking number for the shipment in which the equipment was sent to the agency from our facility. We are happy to provide any of these reports upon request post award. Simplified inventory management saves the agency time, reduces loss, ensures availability of equipment, and ultimately saves the agency money.
7.3	Account Management	Vendor shall provide a liaison to the Agency that will serve as the central point of contact to ensure Contract services are provided at a satisfactory level. Such services would include: on-site on-going training to current Agency and new employees; technical assistance as requested; and, resolve issues and ensure customer satisfaction. Customer support may include site visits and assistance with implementation of new phases of electronic monitoring program.	All of 3M’s customer agencies have an assigned Account Management that serves as a central point of contact and a backup AM for those occasions when our customers are unable to reach the assigned AM. Customer agencies also have contact information for the regional managers and the VP of Customer Support and are encouraged to make contact whenever needed.
7.4	Training	Vendor shall provide initial on-site training by experienced staff with-thirty (30) days of start of Agency’s contract, unless an alternate training schedule is agreed upon. Additional on-site training via webinar shall be provided within 48 hours of request. Ongoing training shall be provided as agreed mutually between vendor and agency.	3M will provide initial on-site training by experienced staff within 30 days of start of the Agency’s contract. All trainers undergo extensive and recurrent training on all of our equipment and systems and on the latest training techniques. Training classes and syllabi are frequently audited to ensure training quality and completeness. We agree to provide additional webinar training within 48 hours or request and will continue to provide ongoing training as mutually agreed.

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7.5	Training	Vendor will provide training and/or user manuals in soft format (such as PDF) and shall authorize Agency to duplicate these materials as necessary to facilitate Agency training needs.	3M's documents and manuals are all available via hard copy and PDF format and are available online. We will authorize an Agency to duplicate these materials for their training needs. Please see Attachment H-1 and H-2 for copies of our RF manual and RF training agenda.
7.6	Training	Deleted	
7.7	Training	Describe your company's capability to provide training both on-line and via Webinar.	We provide initial Basic Training to all agency designated personnel in one- to two-day onsite training classes with follow-up sessions as agreed between the agency and 3M Electronic Monitoring. The bottom line is that the length and schedule of training is designed to meet our client's needs. Training includes the operational use of whichever tracking device the agency utilizes as well as all associated equipment and services; we work with agency staff to schedule all training sessions at times workable for the agency. We provide initial on-site training by our very experienced Account Management staff upon signing of the participating addendum within 30 days of start of Agency's contract and strongly encourage follow up training via webinar or onsite. All 3M trainers undergo extensive and recurrent training on all of our equipment and systems and on the latest training techniques. Training classes and syllabi are frequently audited to ensure training quality and completeness. With over 20 members of our Account Management/Training staff, we have a strong training capability.

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8.0	SECTION H General Equipment, Transmitter and Receiver Specifications		
Item	Function	Description	Describe how Vendor passes, meets or exceeds
8.1	Equipment	<p>Vendor is bidding the following device as a part of its Radio Frequency (RF) Continuous Signaling Electronic Monitoring Service and has identified this same device in the Price Worksheets. The responses to these specifications are for this equipment.</p> <p>Body-attached Transmitter: Mfg.: <u>3M Electronic Monitoring</u> Brand/Model: <u>3M™ Small RF Transmitter</u></p> <p>Receiver (Home Unit) – with Landline Connection: Mfg.: <u>3M Electronic Monitoring</u> Brand/Model: <u>3M™ Home Curfew RF Monitoring System</u></p> <p>Receiver (Home Unit) – with Cellular Communication: Mfg.: <u>3M Electronic Monitoring</u> Brand/Model: <u>3M™ Home Curfew RF Monitoring System--Cellular</u></p>	<p>3M Electronic Monitoring is pleased to offer our robust RF Home Curfew System: Body-attached Transmitter: Mfg.: 3M Electronic Monitoring Brand/Model: 3M™ Small RF Transmitter Receiver (Home Unit) – with Landline Connection: Mfg.: 3M Electronic Monitoring Brand/Model: 3M™ Home Curfew RF Monitoring System Receiver (Home Unit) – with Cellular Communication: Mfg.: 3M Electronic Monitoring Brand/Model: 3M™ Home Curfew RF Monitoring System— Cellular Officer Mobile Unit / Drive By Unit Mfg: 3M Electronic Monitoring Brand/Model: 3M™ Officer Mobile Unit</p>
8.2	Equipment	The equipment manufacturer shall have an ISO 9001 certification.	3M Electronic Monitoring is the OEM and meets this specification.
8.3	Equipment	The Vendor shall provide radio-frequency electronic monitoring equipment which shall be the most current and updated version of the Vendor’s equipment. In addition, the Vendor must originally have purchased this equipment from the manufacturer. The Vendor's clients may have used the equipment as long as the Vendor was the original purchaser. All equipment must be clean and "like new" condition, damage free, and in acceptable operative order. Vendor shall identify any and all anticipated products/technologies/services scheduled for discontinuation and/or scheduled end-of-life that are anticipated during the initial term of the Contract.	3M Electronic Monitoring is offering our proven, reliable Home Curfew RF System, the most current version of this equipment. We are the manufacturer of the equipment and have developed a reliable supply chain to ensure quality and reliable delivery. All equipment provided to customers is in clean and like new condition. There are no anticipated discontinuations for this equipment during the initial term of the Contract.

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8.4	Equipment	Equipment must be specifically designed as a Radio Frequency (RF) system equipment and shall not be derivative components from another tracking system.	3M's Home Curfew RF system is specifically designed as a RF system and currently used on tens of thousands of offenders worldwide. 3M has been providing RF equipment and services continuously since 1995.
8.5	Equipment	System must use a body-attached bracelet (transmitter) and a stationary home-based unit (receiver) to monitor the presence/absence of the transmitter within a specified range of the receiver and report changes in status and tampering to the Monitoring Center through standard telephone lines or by cellular telephone service.	3M's system uses the body attached 3M™ Small RF Transmitter in conjunction with the stationary home based 3M™ Home Curfew RF Monitoring System to monitor the presence/absence of the transmitter within a specified range of the receiver. Our device reports changes in status and tampering to the MC via landline or cellular telephone service.
8.6	Equipment	Transmitters and Receivers shall be field replaceable and interchangeable without the need to return them to the Vendor.	Both transmitters and receivers are field replaceable and interchangeable without the need to return them to 3M.
8.7	Equipment	Installation process must be simple enough to be performed in the field by fully trained officers in less than 5 minutes. Describe such features to simplify Officer installation.	Our installation process is quite simple and able to be performed in the field in about 5 minutes. 1. To install home unit: disconnect telephone cord from the wall and connect it to the phone socket on the back of the home curfew unit. 2. Next, connect one end of the supplied telephone cord into the line socket on the back of the home unit and plug the other end into the wall telephone socket. 3. Connect the adapter end of the power adapter cord into a power outlet. 4. Connect the other end of the supplied power adapter cord into the power socket located on the back panel of the home unit. The unit makes an audible beeping sound and the left and right external LEDs on the back panel are turned on. Transmitter: 3M's small transmitters are equipped with a unique strap concept, which

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8.7	(Continued)		<p>was pioneered by 3M that enables easy installation and precise fitting of the strap around the offender's ankle. The straps, the strap holder and the locking clips form a wristwatch like mechanism, which significantly simplifies and accelerates the transmitter installation time compared to any EM unit in the marketplace. There is no need to measure, cut or screw straps. Officers and installers simply need to flip the strap around the offender's ankle and fasten it with a single pressing action. The straps are easily replaceable in the field, should a strap replacement become needed, due to wear and tear or intentional damage. The officer can perform this operation quickly by simply opening one or two secured screws, replacing the strap and closing the screw. Any attempt to open the locking clip results in its breaking, thus providing both visual and electronic evidence to the tamper attempt.</p>
8.8	Equipment	<p>System must be designed with heightened emphasis on accuracy of RF signaling & speed of reporting. Describe unique design features that ensure accuracy and/or speed of reporting (Example: Use of 2-way radio transceivers instead of simple 1-way transmitter/receiver signaling).</p>	<p>3M incorporates a dual antenna approach (antenna diversity) for better consistency and reliability of its system (i.e., reduced false alarms). The 3M home unit has both a vertical and a horizontal antenna to ensure maximum coverage of the in-home RF detection and reflection. Once the Receiver detects the RF signal it locks the detecting antenna and once that is missed, the antenna would alternate automatically until the next best detection is achieved. Antenna diversity, also known as space diversity, is any one of several wireless diversity schemes that uses two or more antennas to improve the quality and reliability of a wireless link. Often, especially in urban and indoor environments, there is no clear line-of-sight between transmitter and receiver. Instead the signal is reflected along multiple paths before finally being received. Each of these bounces can introduce phase shifts, time delays, attenuations, and distortions that can destructively interfere with one another at the aperture of the receiving antenna. Antenna diversity is especially effective at mitigating these multipath situations. This is because multiple antennas offer a receiver several observations of the same signal. Each antenna will experience a different interference environment. Thus, if one antenna is experiencing a deep fade, it is likely that another has a sufficient signal.</p>

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8.9	Equipment	The Vendor shall replace the radio-frequency electronic monitoring system with any future updated and improved version of Vendor's or manufacturer's radio-frequency electronic monitoring system on the request of the Agency and after successful field testing of the updated system.	3M will replace the RF system with future updated and improved versions of our RF system at the request of an Agency.
8.10	Transmitter	Device must not pose a safety hazard or unduly restrict the activities of the participant. Must be light weight, small and water-resistant.	All of 3M's electronic monitoring products have been proven to be safe, sanitary, and non-restrictive by hundreds of thousands of offender days in use. The small transmitter's measurements are: 1.89inches x 1.29inches x .66 inch and weighs less than one ounce.
8.11	Transmitter	The transmitter shall be encased in a water-resistant case that is corrosion resistant and impervious to chemical solvents and detergents.	The transmitter is encased in a water-resistant case that is both corrosion resistant and impervious to chemical solvents and detergents. 3M transmitters are tested by an independent laboratory for resistance to water/moisture intrusion, chemical intrusion, ruggedness, and safety.
8.12	Transmitter	The transmitter shall be designed to prevent tracing or duplication of its signal.	Our transmitter is protected by a powerful Cyclic Redundancy Check mechanism. The transmission protocol also includes dedicated transmissions that enable the home unit to detect a replay of the transmitter's signal.
8.13	Transmitter	The transmitter shall have FCC approval for home use. Proposals should include the FCC approval number.	The transmitter is FCC approved: FCC ID: TXS-700-LSQ-TXS-700.
8.14	Transmitter	The Vendor shall provide either multi-length or sizeable transmitter straps with replacements provided at no additional cost to the Agency. (May be required to supply up to 4 disposable type straps per unit per year).	3M will provide sizeable transmitter straps with replacements at no additional cost to the agency for up to 4 straps per unit per year.
8.15	Transmitter	The transmitter shall be easily installed on the Participant with minimal training and experience. Vendor shall specify the tools required and procedures to install the transmitter. The Vendor shall supply the tools and equipment necessary to install the transmitters and replace the transmitter straps, at no additional cost. At least one tool kit will be included for each 25 units in use.	The straps, the strap holder and the locking clips form a wristwatch like mechanism, which significantly simplifies and reduces the transmitter installation time compared to any EM unit in the marketplace. There is no need to measure, cut or screw straps. Officers and installers simply need to flip the strap around the offender's ankle and fasten it with a single pressing action. 3M will supply all the tools and equipment necessary to install the transmitters and replace the transmitter straps at no additional cost. We will provide a tool kit for each 25 units in the field.
8.16	Transmitter	Neither the transmitter, receiver, straps, fasteners nor clips, etc. used to install the transmitter shall be available to the general public.	3M's transmitter straps and required fasteners are a proprietary design and not available to the general public.

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8.17	Transmitter	At least seven (7) days prior to battery failure, the transmitter shall emit a low battery message to the Receiver and to the Monitoring Center, and shall be handled as a notifiable event.	Our system will provide a transmitter low alert seven to 10 days before battery failure, which provides ample time for bracelet replacement.
8.18	Transmitter	The transmitter battery should have a minimum of two (2) year active life and a three (3) year shelf life.	3M's small transmitter has a 3 year active life and a five year shelf life.
8.19	Transmitter	The transmitter shall feature multiple levels of tamper detection capable of detecting disassembly of the transmitter case and/or cutting or circumventing of the transmitter strap.	Our bracelets are equipped with a multiple tamper detection mechanism. The transmitter detects and reports when the strap is opened or cut. The transmitter also reports if it is removed from the offender's body without opening or cutting the strap, but using its proximity alarm feature, called the "body alarm."
8.20	Transmitter	The transmitter shall be capable of storing and/or recording a tamper event that occurs out-of- range of the Receiver or Mobile Receiver Unit when the transmitter returns within range of either. The tamper attempt shall be communicated along with a time/date stamp.	A strap tamper or body tamper will immediately be reported when the transmitter returns within range of the home unit. The notification will be reported with a time and date stamp.
8.21	Receiver	Receiver must be easily attached to participant's telephone and telephone outlet. If participant does not have a phone line, list your available options to provide cellular reporting. The total cost for RF service via landline and via cellular is to be listed on Price Sheets. Vendor shall provide toll free telephone lines for reporting purposes.	The home unit is easily attached to a phone line by simply plugging the phone line into the home unit and plugging the home unit into the telephone outlet. Our cellular home unit is available as an alternative to the traditional landline RF unit. Our cellular unit works the same way as the landline RF unit, but it communicates wirelessly with a cellular modem and cellular SIM card that are built into the device. The number that the devices call in to our data system to report are toll free lines.
8.22	Receiver	Each receiver shall be capable of simultaneously monitoring multiple transmitters, each with its own unique curfew schedule. Describe this capability including the number of transmitters each receiver can monitor. Also describe the specific steps necessary for an Officer to assign each transmitter to the receiver.	Each home curfew unit is capable of monitoring up to 15 transmitters and has the capability to manage 50 curfew schedules. There are several ways an officer can assign additional transmitters to the home monitoring unit. First, the officer can set it up in the software and select the number of transmitters (if known), and simply assign transmitters to the offenders. If the officer does not know how many offenders the unit will eventually monitor, he can call our Monitoring Center to add more, or he can set the home unit up so that it is available to receive up to 15 transmitters. It is a simple and easy process, and the Monitoring Center is always available to assist or complete the task for an officer.

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8.23	Receiver	The Receiver shall have FCC approval for home use. Proposals must include the FCC approval number.	Both the Home Curfew RF Monitoring System and the Home Curfew RF Monitoring System—cellular have received FCC grant approval for home use. FCC ID: LSQ-DCU-2010 (landline) and LSQ-DCU-2010C (cellular).
8.24	Receiver	In the event of power disconnect or commercial outage the receiver shall have a minimum of 48 hours internal, auto-recharging back-up battery to support complete continued functionality, including but not limited to detecting and reporting information.	In the event of power disconnect, the home unit has a 48 hour backup (in real-world scenarios) to allow continued functionality and reporting.
8.25	Receiver	System must offer a secure means for the Officer to simply and rapidly perform a range test to confirm signal coverage between the transmitter and receiver in the participant's home. Describe the steps involved for an Officer to conduct a range test, including but not limited to steps involved, whether or not there is a need for monitoring center involvement, indications of signal reception and time required.	Testing the range of the receiver is a simple process. Using the monitoring center to set the unit into the range test mode, the officer simply has the offender move to several locations in his/her home monitoring environment. Every time the Home Unit receives a transmission signal from the Transmitter (approximately every 20 seconds) the Transmitter reception LCD flashes 3 times in quick succession. If four or more transmissions are received from the Transmitter before the two minutes have elapsed, the offender can move onto the next location in the home. If less than four transmissions are received, call the monitoring center personnel and request a change in the range setting, preferably to a longer range. After satisfactory testing of all relevant locations, a process that can take around two minutes in a small home or apartment to ten minutes in a very large home, call the monitoring center and ask the monitoring personnel to manually stop the range test. Upon ending the range test the E3 Receiver Unit makes an audible beeping sound to indicate the range test completion.
8.26	Receiver	The Receiver shall record and report a tamper signal if the case is opened.	The receiver will report a Case Open violation if the case is opened.
8.27	Receiver	System must be capable of varying the signal range between transmitter and receiver for each device to best match the risk of each participant and the signaling coverage in each participant's home. Identify the number of settings and general distances of the available range settings of your proposed RF system.	3M's system is capable of varying the range between each transmitter and receiver to best match the risk and home size of each participant. Under normal household conditions, the transmitting signal ranges can be set from 40 to 240 feet. The home unit is equipped with 4 default remotely selectable ranges: short (40-65 feet), medium (75-105 feet), long (120-150 feet), and maximum (180- 240 feet).

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8.28	Receiver	The Receiver shall perform internal diagnostics to determine if it is operating properly. These diagnostics shall be reported by the Receiver to the Monitoring Center computer and displayed in the event history.	The receiver has an internal task that periodically tests its main task operations and its communication mode. If it identifies a failure it will try to recover, if this recovery fails the receiver will report it by event to the monitoring center.
8.29	Receiver	The Receiver shall continually attempt to dial into the Monitoring Center until it makes contact and downloads data or until power is disconnected or battery depleted.	The receiver has a retry mechanism that will attempt to call the monitoring center on any call failures. This mechanism is triggered by any call fail or if the data center reports that it has not received all data properly
8.30	Receiver	A Leave Window count-down timer exists within all RF Receivers as a means of preventing false "Leave" events during short term signal loss while the transmitter is still in range. This Leave Window must be adjustable at the Agency's direction on a per unit/participant basis.	An offender's presence or absence is monitored constantly by radio transmissions passed between the transmitter and the receiver. When the offender enters or leaves the curfew location, the receiver records the event and verifies the offender's stored schedule to determine if the event is in accordance with the assigned schedule. The receiver can be configured to provide a grace period for arrivals or departures from the home zone to avoid nuisance alerts. All configurations of the grace period are done remotely through the monitoring center application.
8.31	Receiver	A Reporting Window count-down timer exists within all RF systems as a means of regularly confirming that the Receiver is connected to the phone line and capable of reporting events (not disconnected from the phone line and unable to report, such as disconnected by a participant before leaving range). This Reporting Window must be adjustable at the Agency's direction on a per unit/participant basis.	The receiver has a sophisticated sanity mechanism that sends and receives status messages to the communication gateway. This mechanism provides confirmation that the equipment is functioning correctly. The sanity messages' frequency can be configured in the software on a per unit and per participant basis. Many agencies choose a 4 hour reporting period.
8.32	Receiver	The Receiver shall detect and report events related to disconnect and reconnect of the electrical power and telephone line.	The Receiver detects if the line connection was swapped with the phone connection. Once the Receiver detects such a state, it generates an event "Line/Phone connected incorrectly, requires switching" and makes an audible beeping sound. Once the connections are restored and connected correctly, the Receiver generates the restore event "Line/Phone connected correctly. When the Receiver detects a power failure it beeps to draw attention to the power failure status. This event is also a reported event. The Receiver also has a configurable "Battery is still disconnected" status that reminds the officer that the offender's receiver is still on backup battery.

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8.33	Receiver	The Receiver should detect and report movement and be able to differentiate momentary (such as cleaning around the Receiver) versus perpetual movement (such as relocation).	The Receiver has a tilt sensor that will sense the device is being moved even if it is still connected to power and phone. This is designed to foil the offender that attempts to use extension cords to extend the curfew parameter.
8.34	Receiver	The Receiver should incorporate at least a 1000 event non-volatile memory to store events (with date and time of occurrence) at times when the phone line is not available and continually attempt to report them until reporting has been successful.	The Receiver's Random Access Memory (RAM) can store up to 11,000 events in non-volatile memory. The Base Unit stores all events, both violation and non-violation which are uploaded during the next call-in session. In the event of a power failure, the Receiver continues monitoring and registering messages on battery power for a duration of 48 hours.
8.35	Receiver	The Receiver must allow use with any brand or make of telephone line including touch tone, broadband, and DSL and VoIP.	The landline receiver works with any brand or make of telephone line including touch tone, broadband, DSL and select VOIP. When a telephone line isn't available, we offer our cellular home curfew system as an alternative solution.
8.36	Receiver	The Receiver shall be able to receive and record any Participant status change, such as when the Participant entered or left the residence, as well as the working condition and tamper status of the Receiver and the transmitter. The Receiver shall have the ability to record the actual time of occurrence.	The receiver is able to receive and record all participant status changes, including when the offender has entered or left the residence. The receiver is constantly looking for condition and status information. The receiver has the ability to record the actual time of occurrence.
8.37	Receiver	The Receiver shall communicate the Participant's status to the Monitoring Center Computer immediately (within one minute) in the event of curfew violations (at expiration of leave window) (including the transmitter returning within range) or transmitter tampers.	The receiver reports all violation statuses as soon as it can complete a call to our monitoring/data center including curfew violations at the expiration of the leave window and transmitter tampers.
8.38	Receiver	The Receiver shall notify the Monitoring Center within one (1) minute of any tamper attempts to the Receiver itself as well as AC power source problems or disconnects. In the event of a telephone line disconnect, the Receiver shall notify the Monitoring Center of stored messages within one (1) minute of restoration of telephone service. All messages shall be time and date stamped with actual time of occurrence.	The receiver calls into the monitoring center immediately upon violation which includes tamper attempts and power source disconnect. The receiver will notify the MC of stored messages as soon as it can complete a call after restoration of telephone services. All messages are time and date stamped with actual time of occurrence.

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9.0	SECTION I Equipment		
Item	Function	Description	Describe how Vendor passes, meets or exceeds
9.1	Equipment Inventory/Supplies	Deleted	
9.2	Equipment Inventory/Supplies	At no additional cost to the Agency the Vendor shall supply replacements for lost, stolen and damaged equipment equal to five (5%) percent of the Agency's active units for offenders on an annualized basis. Detail cost to agency of each piece of equipment should payment be required.	3M agrees to provide a 5% lost and damaged allowance equal to 5% of the Agency's active units for offenders on an annualized basis. The inventory management system integral to our system provides detailed loss and repair data to the agency that provide accurate accounting of all reported lost and damaged hardware so that there are no surprises at the end of an accounting period. Note that 3M has a documented record of working closely with our customers to mitigate lost and damage issues.
9.3	Equipment Inventory/Supplies	The Vendor shall provide and maintain a backup/replacement inventory of monitoring units up to fifteen percent (15%) of the actual number of units in use with Agency under this contract at no additional cost. The Agency shall not pay the Vendor an inventory fee, storage fee, installation equipment fee or another fee related to inventory units and equipment. The Agency shall only be obligated to pay the per-day activated unit rate as set forth in the Contract.	3M agrees to provide and maintain a 15% shelf allowance at no additional cost.
9.4	Equipment Inventory/Supplies	The Vendor shall ship equipment within three (3) business days or, if spare inventory has been depleted, within 24 hours of receipt of order. In the event any equipment becomes inoperative due to a malfunction or through normal use, the Vendor shall incur all replacement costs and repairs. The Vendor shall provide the Agency with replacement equipment within five (5) business days or, if spare inventory has been depleted, within 24 hours of receipt of order. The Vendor shall pay all costs associated with shipping (both delivery and return) of all equipment and supplies.	3M agrees to ship equipment within 3 business days or within 24 hours if the spare inventory has been depleted. If the equipment becomes inoperable, 3M will provide the Agency with replacement equipment within 5 days or 24 hours if the spare inventory is depleted. 3M will pay all shipping costs to and from our facility.

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10.0	CATEGORY 1 – RADIO FREQUENCY (RF) RANDOM/SCHEDULED TRACKING SERVICE		
Item	Function	Description	Describe how Vendor passes, meets or exceeds
10.1	Random Tracking	The tracking system should provide random location verification of the participant in multiple locations such as home, work, school, and treatment by a telephone or alert device.	3M™ Voice Verification System is a biometric authentication tool that uses an individuals’ voice signature to ascertain their identity and compliance with a restrictive regime.
10.2	Random Tracking	The tracking systems, at a minimum should track the participant randomly and on a scheduled basis while at home and away. It should be capable of:	The 3M™ Voice Verification System can call enrolled individuals on a random, scheduled or manual, on demand basis at any number of locations (e.g. home, work or family).
10.3	Random Tracking	a. Accurately verifying the presence of the participant/unit.	After an initial calibration, the 3M™ Voice Verification System provides accurate results and as a result, the authentication of the subject’s identity is highly reliable and the rate of false identification or rejections is minimized. The 3M™ Voice Verification System calls enrolled individuals on a random, scheduled or manual, on demand basis at any number of locations (e.g. home, work or family). During each call, the Electronic Monitoring System asks the client to repeat a number of randomly selected phrases or passwords. The new voiceprint taken is compared with the offenders’ voiceprint created during the enrollment process.
10.4	Random Tracking	b. Confirming the location/phone number of the participant/unit.	In order to verify offender’s location, the server utilizes the Caller ID feature provided by the phone company, when applicable. The server automatically checks each incoming call and the number used to call in is compared with the number that was expected to dial in. When the “Caller ID” feature is not available, the subject will be requested to type in the phone number and the system will phone him back. Once authorized (via comparison with offender’s predefined schedule and location restrictions), the system will perform the verification test and generate the appropriate event in the monitoring system.
10.5	Random Tracking	c. Verifying the time of the random/schedule event.	The 3M system time and date stamps the time of the random or scheduled event and the data is recorded in our system.
10.6	Random Tracking	d. Performing both random and scheduled contacts at predetermined locations and times.	Voice verification tests are initiated automatically (in accordance with offenders’ pre-defined schedules on random or set times) or manually (by the monitoring center operator as part of a random checking process and within the predefined permitted daily testing hours), as required by program’s operators

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10.7	Random Tracking	The average number of tracking contacts (for both Random and Scheduled) shall be five (5) contacts per participant per day. The actual number utilized post-award may vary per participant depending on the level of supervision required. The unit/day pricing for tracking shall be inclusive of, but not limited to: all participant enrollment, tracking contacts, data changes, and participant termination. One (1) completed contact shall collectively include all of the following:	3M Electronic Monitoring agrees that our proposal includes 5 contacts per day but the actual number utilized by an agency post award may vary per participant.
10.8	Random Tracking	a. Any Vendor activity required generating a participant alarm soliciting the participant to report.	<ol style="list-style-type: none"> 1. The monitoring center calls the client automatically on a random scheduled or on-demand basis. 2. The monitored individual answers the incoming call and then receives clear, automatically prompted instructions (available in multiple languages).
10.9	Random Tracking	b. Participant's response to the alarm to confirm compliance.	<ol style="list-style-type: none"> 3. The monitored individual, according to one's uniquely defined instructions, then repeats a number of randomly selected phrases or passwords. 4. The client's vocal sample is then transferred to the voice verification engine for analysis and matched with the pre-recorded voiceprint created during the enrollment stage. 5. The voiceprint verification result, pass or fail, is immediately reported to the monitor center. <p>*Voice verification testing can be integrated with radio frequency presence monitoring.</p>
10.10	Random Tracking	c. The exchange of tracking information (including enrollment, data changes, monitoring/tracking reports and terminations) between the Officers and the Vendors Monitoring Center shall occur via secure, real-time access by using Agency's existing computer/internet access.	The exchange of tracking information will occur via secure, real-time access by using Agency's existing computer/internet access.

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10.11	Random Tracking	The system should have the ability to randomly contact/alert the participant through a reliable form of notification and must continue to alert the participant until they respond. Conventional pager coverage throughout some areas is inconsistent and unreliable. Therefore, pagers alone are not acceptable for alerting participants. Vendors are to describe in detail their method of contracting/alerting participants.	3M's options for automatic notification include page, SMS text to phone, email, fax, and optional outbound calling to participants from our Monitoring Center.
10.12	Random Tracking	The tracking system should enable the Officer to set an optional quiet period when no alarms occur. The system should automatically randomize the number of alarms and the times alarms occur from day to day and not require regular Officer grooming of calling schedules.	Each offender can have a unique curfew schedule created for his entire program duration. This schedule can be modified at any given time. The curfew schedule is associated with the offenders' home by default, but can be associated with multiple locations, if required. The system will generate the outgoing test calls to the designated location. Within curfew timeframes, it is possible to create tests frames for the entire duration of the curfew or only for a part of it. The number of tests per frame can be determined by the user, whereas the exact time of tests will be generated randomly by the system according to pre-defined rules such as: minimum time between tests and grace time for late arrival and early departure.
10.13	Random Tracking	The participant should be required to respond to the alert by answering the call from or, calling the toll free number of the Vendor's Monitoring Center. During the participants call, unit/participant identity shall be positively identified to the Monitoring Center by a highly accurate method of positive communication. Vendors are to describe in detail their method of verifying unit/participant identity.	When 3M's speaker verification system gets a voice sample for testing, it computes the probability of match between the voice sample and the voice signature of the target speaker, and also the probability of match between the voice sample and the background model. The final score of the system is the ratio of these two probabilities, or, as is more often used, the logarithm of this ratio or some other function of it.
10.14	Random Tracking	The verification process should also confirm the participant's location via the use of Caller ID/Automatic telephone Number Identification whereby, the computer will compare each telephone number the participant calls from against a listing of approved telephone numbers provided by the Officer at enrollment.	In order to verify offender's location, the server utilizes the Caller ID feature provided by the phone company, when applicable to provide the location of the call. The server automatically checks each incoming call and the number used to call in is compared with the number that was expected to dial in. When the "Caller ID" feature is not available, the subject will be requested to type in the phone number and the system will phone him back to verify actual location.

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10.15	Random Tracking	For participants where Caller ID/Automatic telephone number identifications does not operate, the tracking system should automatically request the telephone number from the participant, hang up, and then call the participant back at that number for verification. Vendors are to describe in detail how their system accomplishes this function.	3M's system checks that the subject is calling from his or her designated location. If Caller ID data is not available, the subject is requested to type-in the phone number from where the call is executed, and our system then dials back, using the provided number, and performs the check. Please see Voice Verification manual in Attachment H-3.
10.16	Random Tracking	The system should be able to identify and differentiate between compliant responses, missed responses, late responses, system tampering/fraud, and unauthorized locations. The system must provide all unauthorized telephone numbers for Officer investigation.	3M's system is able to identify and differentiate between compliant responses, missed responses, late responses, system tamper, and unauthorized locations. Our voice verification system can provide all numbers that participants call in from.
10.17	Random Tracking	Describe ability to initiate contacts at both random and scheduled intervals (up to 5 contacts per day).	3M's system is capable of making any number of telephone calls to each subject each day. These calls can be randomly generated by the system at specified time windows, or performed at specified time slots.
10.18	Random Tracking	Describe ability for agency initiated calls (up to 5 contacts per day).	3M's system is capable of making or receiving any number of telephone calls to/from each subject each day. These calls can be randomly generated by the system at specified time windows, or performed at agreed upon time slots. These can be agency initiated or initiated by the offender.
10.19	Random Tracking	Describe ability for offender to initiate contact at both random and scheduled intervals (up to 5 contacts per day.)	3M's system is capable of receiving any number of telephone calls from each subject each day. These calls can be randomly generated by the system at specified time windows, or performed at agreed upon time slots. These can be agency initiated or initiated by the offender.
11.0	CATEGORY 1 – RADIO FREQUENCY (RF) MOBILE (DRIVE BY) RECEIVER SPECIFICATIONS		
Item	Function	Description	Describe how Vendor passes, meets or exceeds
11.1	Mobile Receiver	Deleted.	
11.2	Mobile Receiver	Deleted.	
11.3	Mobile Receiver	The Mobile Receiver should contain a multi-directional antenna with connector or an internal antenna, as well as a multi-directional antenna with a magnetic roof mount.	The device has a portable (rubber duck) antenna, as well as an external vehicle antenna that magnetically mounts to the car rooftop. Please see Officer Mobile Unit Manual in Attachment H-4

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11.4	Mobile Receiver	The Mobile Receiver should operate from an internal rechargeable battery for a minimum of 10 hours on a single charge and also be powered from both a vehicles cigarette lighter and 110 VAC	The 3M™ Officer Mobile Unit is powered by a 3.7VDC, 2.3AH rechargeable battery capable of providing up to 24 hours of continuous operation on a single 2 hour charge. A power adapter charges the 3M™ Officer Mobile Unit and can be plugged to a wall socket while in the office. Alternatively, a 12 VDC cigarette lighter socket power adapter can be used.
11.5	Mobile Receiver	The Mobile Receiver should receive transmitter events indicating the date, time, Participant's presence, tamper status and low battery.	Each stored message includes the transmitter identification number, transmitter battery status, transmitter tamper status, and current date and time.
11.6	Mobile Receiver	The Mobile Receiver should provide prompts to the officer on transmitter ID number & tamper status. Vendor's proposal is to include a detailed listing of each prompt, its related cause, and describe how each is delivered to the Officer.	Prompts: Strap: indicates if it is ok or open. Body: indicates whether the transmitter body is operational. Battery: Indicates the amount of power remaining in the transmitter battery. Reset: Indicates whether the transmitter is in reset mode. Calib: Indicates whether the transmitter's calibration was successful. MRD: Displays the ID number of the MRD unit which was used to activate the transmitter. Motion: Indicates whether the offender wearing the transmitter is in motion. Mode: Indicates the mode of the transmitter. Days on Leg: Indicates the days the transmitter has been on leg. In addition, statuses are indicated by color codes for ease of identification. Green indicates OK status and red indicates violations.
11.7	Mobile Receiver	The Mobile Receiver should be equipped with a 500 event non-volatile memory that will time and date stamp the last 500 transmission signals. The information should also be downloadable to other computers. Describe your download capabilities.	The device has the capacity to monitor and store 200 transmitters and the internal memory has the capacity to log up to 3,000 events and retain the information for up to one year. Each stored message includes the transmitter identification number, subject name, transmitter battery status, transmitter tamper status and current date and time. Our 3M™ Officer Mobile Unit has an interface application and will download its information to a standard personal computer with Microsoft Windows OS in order to maintain a compliance record for each subject, as well as for use in batch report processing.
11.8	Mobile Receiver	The Mobile Receiver should have a charge indicator.	3M's mobile receiver has a charge indicator.
11.9	Mobile Receiver	The Mobile Receiver should have a battery level charge indicator.	The mobile receiver has a battery level charge indicator that reports remaining battery life.

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11.10	Mobile Receiver	The Mobile Receiver should have a power on/off switch.	The mobile receiver has both a standby and a shutdown mode that can be used to conserve battery power. During Standby, the unit freezes all its activities except for keypad input, but keeps the internal power supplies active. The unit can be restored to normal mode by pressing any key for 2-3 seconds. In Shutdown mode, all switchable power supplies are off and the unit consumes minimal power. Restoring power is to connecting an external power supply.
12.0	CATEGORY 1 – RADIO FREQUENCY (RF) ELECTRONIC MONITORING SERVICE – OPTIONAL VENDOR PROVIDED OFFENDER SERVICES		
Item	Description		Describe how Vendor passes, meets or exceeds
12.1	<p>Vendor may offer and provide the following optional services/program for juvenile and adult Participants. Vendor should be experienced in and capable of delivering these services on a local, state, regional, and/or nationwide basis. Vendor shall be capable of providing staff to implement this program and may recoup the costs for their services directly from the Agency and/or Participant.</p> <p>Services and charges for those monitoring services may be negotiated based on each Agency's needs and may include any/all of the following services. Describe your company's experience, capabilities and resources to deploy each of these services.</p>		<p>3M Electronic Monitoring is one of the most experienced electronic monitoring vendors in the industry. We have experience providing the optional onsite offender pay, install and retrieval services necessitated by certain programs. An example is our program with Marion County Community Corrections in Indianapolis, IN where we provide an onsite offender pay program with full install and retrieval services along with our full product offering. 3M will adjust its service level offering to meet the unique agency needs and preferences, we will either provide these services directly or by utilizing one of our experienced subcontractors, listed in <i>Appendix D</i> of this Response. The additional charges for these services are included in <i>Appendix F</i> of this response.</p>
12.2	<p>Vendor should provide an Offender Funded Program for its Radio Frequency (RF) electronic monitoring equipment and services (including any optional Vendor provided offender services). The Vendor should assess the specified fee(s) to the offender and shall collect such fee(s) directly from the offender. Vendor should describe its program of fee assessment and collection and identify its charges for this program on the price sheet.</p>		<p>3M Electronic Monitoring offers an advanced offender pay program as a service to agencies that are seeking to conserve staff time and resources by eliminating the administrative burdens related to billing and collections. Our offender pay billing system is linked to our tracking data base for accurate utilization reporting and offender billing data is generated for agency use or direct billing in real time. Additionally, we work with a number of experienced subcontractors, listed in <i>Appendix D</i> of this response to provide convenient and documented avenues of payment for our offender clients.</p>
12.3	<p>Agency will maintain its own computers, software, and internet service for exchanging information.</p>		<p>We agree that the Agency will maintain its own computers, software, and internet service for exchanging information.</p>
12.4	<p>The Agency will maintain complete responsibility for program management services not specifically listed.</p>		<p>We agree that the Agency will maintain complete responsibility for program management services not specifically listed.</p>

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12.5	The Agency will be responsible for all referrals of all new offenders to the program.	We agree that the Agency will be responsible for all referrals of all new offenders to the program.
12.6	Prior to any referral the Agency will ensure that the offender has a home phone or identifies the need of a cellular service monitoring unit.	We agree that an Agency will ensure that an offender has a home phone or should identify the need of a cellular unit.
12.7	Offenders should have an ability to pay for enrollment and services provided by the Vendor.	We agree that offenders should have an ability to pay for electronic monitoring services provided by the 3M Electronic Monitoring.
12.8	Vendor will make arrangements to create a fee payment assessment whereby the cost of the program to offenders will be set on a mutually agreed upon schedule based on monthly earnings of an offender.	3M agrees to make arrangements to employ a sliding scale offender pay program.
12.9	Offenders will be responsible for the cost of lost, damaged, or stolen equipment.	3M agrees offenders will be responsible for the cost of lost, damaged, or stolen equipment.
12.10	The Vendor should provide limited case management services to include:	3M agrees to provide case management services. Based upon unique agency needs and preferences, we will either provide these services directly or by utilizing one of our experienced subcontractors, listed in <i>Appendix D</i> of this Response.
12.11	a. Work/school verification	3M agrees to provide work/school verification. Based upon unique agency needs and preferences, we will either provide these services directly or by utilizing one of our experienced subcontractors, listed in <i>Appendix D</i> of this Response
12.12	b. Schedule entry/management	3M agrees to schedule entry/management. Based upon unique agency needs and preferences, we will either provide these services directly or by utilizing one of our experienced subcontractors, listed in <i>Appendix D</i> of this Response.
12.13	c. Collateral office visits to review compliance, adjust schedules, collect fee(s).	3M agrees to collateral office visits to review compliance, adjust schedules, collect fees. Based upon unique agency needs and preferences, we will either provide these services directly or by utilizing one of our experienced subcontractors, listed in <i>Appendix D</i> of this Response.
12.14	d. Participant initial contact	We will provide participant initial contract. Based upon unique agency needs and preferences, we will either provide these services directly or by utilizing one of our experienced subcontractors, listed in <i>Appendix D</i> of this Response.
12.15	e. Participant orientation	We will provide participant orientation. Based upon unique agency needs and preferences, we will either provide these services directly or by utilizing one of our experienced subcontractors, listed in <i>Appendix D</i> of this Response.

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12.16	f. Activate and install devices on offenders/participants.	We will activate and install devices on offenders. Based upon unique agency needs and preferences, we will either provide these services directly or by utilizing one of our experienced subcontractors, listed in <i>Appendix D</i> of this Response.
12.17	g. Monitoring of Participant with notification to Officer of violation by automated and non-automated methods.	We will monitor participant with notification to officer of violation by automated and non-automated methods. Based upon unique agency needs and preferences, we will either provide these services directly or by utilizing one of our experienced subcontractors, listed in <i>Appendix D</i> of this Response.
12.18	h. Field Service Calls/ Maintenance of equipment	We will provide field service calls/maintenance of equipment. Based upon unique agency needs and preferences, we will either provide these services directly or by utilizing one of our experienced subcontractors, listed in <i>Appendix D</i> of this Response.
12.19	i. Optional mobile spot check of Participant	We will provide optional mobile spot check of participant. Based upon unique agency needs and preferences, we will either provide these services directly or by utilizing one of our experienced subcontractors, listed in <i>Appendix D</i> of this Response.

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SPECIFICATIONS

These specifications are the minimum. The vendor has listed, clearly demonstrated, and presented features that add value, savings and/or reliability.

CATEGORY 2 – ALCOHOL MONITORING EQUIPMENT AND SERVICE			
1.0	SECTION A General Experience Requirements		
Item	Function	Description	Describe how Vendor meets or exceeds specifications
1.1	General Experience	The proposed device must have been in use and installed on offenders through one or more contracts with County, State or Federal Government agencies. This experience must have been within the past six (6) consecutive months prior to the proposal submittal date. Anytime Beta testing does not count toward the required experience.	Our 3M Remote Alcohol Monitoring System (MEMS VB) and 3M Remote Alcohol and Curfew Monitoring System (MEMS VBR) have been in use and installed on offenders through contracts with county and state government for not only six (6) consecutive months, but for more than five (5) consecutive years prior to the submittal date of this RFP.
1.2	General Experience	The proposed device must have been installed and in use on at least an aggregate of 500 offenders through one or more contracts with County, State or Federal Governmental agencies. This experience must include at least six (6) months of active monitoring for the model offered in response to this RFP. The Vendor's experience shall have been met with the vendor acting as the prime contractor in providing all of the above services. Identify these agencies, volumes and devices in your proposal response.	<p>3M exceeds this specification. The MEMS alcohol monitoring device has been installed and in use on more than 500 offenders under contract with County and State Governmental agencies for more than five (5) years. For more than the past six (6) consecutive months, 3M Electronic Monitoring has been the prime contractor providing all equipment and services for the following contracts utilizing the model offered. Agencies benefit from our record and experience providing alcohol monitoring services utilizing this device in terms of more knowledgeable training, support, and monitoring services.</p> <p>Representative MEMS Experience: West Virginia Department of Corrections (Contracted since 2007. 26 units), Dane County Sheriff (Contracted since 2005. 100 units), Marion County Community Corrections (Contracted since 2011. 125 units), Colorado Supreme Court (Contracted since 10 units), Wetzel County Home Confinement (Contracted since 2010. 15 units), Prince George County (Contracted since 2011. 125 units), Tippecanoe Community Corrections (Contracted since 2010. 20 units), Preston County Sheriffs Department (Contracted since 2010. 1 unit), Adams County Probation (Contracted since 2008. 29 units), Mercer County (Contracted since 2/2012. 40 units), Marion County Sheriff (Contracted since 2011. 10 units).</p>

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1.2	(Continued)		Alcohol Monitoring Systems, Inc. (AMS) exceeds this specification. The number of installed SCRAMx units for all customers in the last six (6) months is over 45,000 units. These agencies include: Michigan Department of Corrections, South Dakota Attorney General's Office, City and County of Denver (CO), Vermont Department of Corrections, Wayne County, MI Sheriff's Department, North Dakota Attorney General's Office, 8th Judicial District New York State, Suffolk County Probation Department (NY), and Brown County, WI Sheriff's Department.
1.3	General Experience	The proposed software must have been in use at least six (6) consecutive months through one or more contracts with County, State and Federal Government agencies. Anytime Beta testing does not count toward the required experience.	The MEMS alcohol monitoring system and software has been in use through government contracts for at least sixty (60) consecutive months. In March of 2012, we released our web-based software upgrade and now it has also has been in use under contract with government agencies for seven (7) months, since April 2012. Agencies benefit from our web-based software because it is more powerful, more accessible, requires no installed software beyond a browser, and is databased with multiple redundancies at our location.
1.4	General Experience	The Vendor shall provide a secure confidential monitoring service center and help-desk facility. The Monitoring Center Facility and Services must have been in use for at least six (6) consecutive months through one or more contracts with State Government agencies at the time of proposal submittal. This experience shall be with the same government agencies listed in Item 1.2. The Vendor shall have been the prime contractor for any contract services performed by any subcontracted monitoring service center or help-desk facility.	Our secure, confidential Monitoring Center and help-desk facility operates 24 hours per day and 365 days per year. We can demonstrate long-term experience providing monitoring services to the criminal justice industry because our Monitoring Center has been in continuous operation for fifteen years and during that time we have monitored hundreds of thousands of offenders under government contract. This continuity benefits agencies because we have a proven track record of monitoring expertise, customer service, and operational uptime. In 1.2 above, we offer government contract references that represent an installed aggregate of over 500 offenders on breath alcohol monitoring and each has been in effect for more than six consecutive months. We are the prime contractor for all contracted services in each of the references provided.
1.5	General Experience	The Manufacturer shall have an ISO 9001 certification.	3M Electronic Monitoring is an ISO 9001:2008 certified company. The benefit of this to the agency is that as part of this registration, we routinely evaluate our quality systems and processes to ensure we meet both the ISO standard and customer expectations through internal and external audits.

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1.6	General Experience	All devices shall be currently registered and approved by the Federal Communications Commission (FCC).	All of our equipment is both FCC certified and certified to work on the networks of our cellular providers. The FCC numbers are: <input type="checkbox"/> 3M™ Remote Alcohol Monitoring System- LSQ-MEMS-3000 <input type="checkbox"/> 3M™ Small RF Transmitter (TXS)- TXS-700 LSQ-TXS-700
2.0 SECTION B Monitoring Center Facility and Monitoring Center Interactive Services			
Item	Function	Description	Describe how Vendor meets or exceeds specifications
2.1	Services	The Monitoring Center Facility and Services must have been in use for at least six (6) consecutive months through one or more contracts with State Government agencies at the time of proposal submittal. This experience shall be with the same government agencies listed in Item 1.2. The Vendor shall have been the prime contractor for any contract services performed by any subcontracted monitoring service center or help-desk facility.	As detailed under Item 1.2 above, our Monitoring Center Facility and Services have been in use for more than five (5) years through contracts with Government agencies. In the past six (6) consecutive months, 3M Electronic Monitoring has been the prime contractor providing all equipment under the following contracts with our partner Protocol Global Solutions providing monitoring services. West Virginia Department of Corrections (Contracted since 2007. 26 units), Dane County Sheriff (Contracted since 2005. 100 units), Marion County Community Corrections (Contracted since 2011. 125 units), Colorado Supreme Court (Contracted since 10 units), Wetzel County Home Confinement (Contracted since 2010. 15 units), Prince George County (Contracted since 2011. 125 units), Tippecanoe Community Corrections (Contracted since 2010. 20 units), Preston County Sheriffs Department (Contracted since 2010. 1 unit), Adams County Probation (Contracted since 2008. 29 units), Mercer County (Contracted since 2/2012. 40 units), Marion County Sheriff (Contracted since 2011. 10 units).
2.2	Facility	The Vendor's Monitoring Center should have a permanently installed and functioning emergency backup power source, independent of its main power source, capable of maintaining continuous operations, for a minimum of forty-eight (48) hours, in the event of failures of normal utility power. If power is not restored, a back-up monitoring center service is activated within 60 minutes.	The Monitoring Center has a permanently installed and functioning emergency backup power source, independent of the main power source, capable of maintaining continuous operations for well over forty-eight (48) hours in the event of failures of normal utility power. If power is not restored, our primary operation can be switched to our redundant Monitoring Center at Peak 10 in Jacksonville within 60 minutes. We don't need to activate a backup facility because we have the second always running, redundant Monitoring Center at Jacksonville. The benefit of this architecture to agencies is in the enhanced redundancy and sustainability of their electronic monitoring operations.

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2.3	Facility	The Vendor's Monitoring Center should have ventilation and temperature controls adequate to ensure proper functions of the monitoring center hardware.	Our Monitoring Center has excellent environmental controls to ensure the proper function of our systems. We accomplish this by equipping our Monitoring Center with a system that ensures adequate temperature control as well as dust filtering to keep the hardware functioning properly. There is also a secondary HVAC system to ensure continuous cooling of the Center in case of an outage of the primary system, providing enhanced sustainability to our customer agencies.
2.4	Facility	The Vendor's Monitoring Center's physical security features at a minimum should include closed circuit camera system and limited access doorways. Describe other features to ensure physical security.	Both of our Monitoring Centers are secure physical areas with limited access; our primary Monitoring Center is located within our headquarters in Odessa, Florida. Both Centers have a closed-circuit camera system and limited access doorways. We employ multiple additional physical controls to ensure that only authorized 3M employees have access to our Monitoring Centers. The facilities are well ventilated, equipped with an alarm, and monitored by a security company. They are also equipped with an operational fire protection system that has a tamper-proof dedicated circuit with no exposure to any person or thing that could alter or damage the line and our security procedures and protocols are certified by a third-party source. At our primary facility, the front door has a physical lock and the lobby door has an 800-pound magnetic lock secured with RFID card reader. All other facility doors require RFID plus 4+ digit access code. We go to these lengths to ensure the security of Monitoring Center operations for our agencies.
2.5	Facility	The Vendor shall have a secondary (backup) Monitoring Center capable of providing full operational functions in the event the primary monitoring center is disabled. The secondary Monitoring Center shall be located sufficiently distant from the primary center, such that it is unlikely to be adversely affected by a manmade or natural event or loss of electrical or communications services that would disable the primary Monitoring Center.	We house a secondary always-running Monitoring Center at Peak 10 in Jacksonville, Florida, that is fully redundant and capable of providing full operational functions in the event the primary Monitoring Center is disabled. Every year prior to hurricane season, we switch all operations to our secondary facility to ensure readiness. The Jacksonville location is particularly desirable because the telephone company's Network Operations Center (NOC) for Jacksonville is located in Atlanta, whereas the NOC for Odessa, FL is located in Orlando. The advantage to the separation of NOCs is that it virtually eliminates the possibility of a total network failure at both facilities simultaneously.

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2.6	Facility	The Vendor shall maintain redundant inbound and outbound communication services, provided by distinct carriers and/or methods, such that the failure of the primary service or method shall not adversely affect the secondary (backup) service or method.	To accommodate communication from thousands of devices daily, 3M Electronic Monitoring employs 96 phone lines, an OC12 fiber connection, eight T1 Trunks for data and backup voice communications, and multiple Internet service providers for our Monitoring Center. In a disaster scenario, full switchover to our backup facility takes approximately 10 minutes. Our contracted agencies benefit from our redundant communications services because even the complete failure of the primary service method would not adversely affect the backup service. We know this, because we test it twice per year.
2.7	Facility	The Vendor shall perform complete support of all interface hardware and software equipment (within the monitoring center) necessary to ensure provision of the service for the duration of the contract.	We have been supporting all of hardware and software equipment in our primary and backup Monitoring Centers and Data Centers since we powered up our first Surveillance Data Center in 1997. Along with our highly skilled IT staff, the hardware and software engineers that developed the System are actively involved in all aspects of system maintenance, upgrades, improvements and Disaster Recovery. The advantage of our approach is that it has enabled us to maintain a superior operational uptime record since 1997.
2.8	Facility	The Vendor shall provide the Agency a contact number, accessible twenty (24) hours a day, seven (7) days a week for the purpose of reporting problems that might be experienced.	Support for any of our products is always available to our customers toll free. Via secure, toll-free lines, our extensively trained and experienced Monitoring Center staff provides customer support and troubleshooting to officers around the clock—24 hours per day and 7 days per week—365 days per year. Personnel are well trained to quickly and accurately answer any questions regarding offender activity, equipment activation, rules, notifications, or any problems customers may be experiencing with equipment or software. Additionally, our account managers are available to the agency by toll-free number at their offices, on their individual mobile phones, and by email. The Monitoring Center is also TTY capable; hearing impaired users can place a call and communicate through text, rather than speech.

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2.9	Facility	In the event any component of the Vendor's Monitoring Center service becomes inoperable, the Vendor shall immediately notify the Agency Program Manager or designee by telephone or alternate acceptable communication method, but no later than thirty (30) minutes after service failure.	<p>In the event that any component of our system becomes inoperable and may impact service to customers (including a cellular communication outage), we will immediately notify the agency's program manager or designee of the interruption. Notification will be provided by telephone or alternate acceptable communication method no later than thirty (30) minutes after service interruption in accordance with the emergency procedure we have established with the customer.</p> <p>Another advantage of our Monitoring Center is that we continually monitor cellular outages and are often aware of them before the service provider knows there is problem. Additionally, using our <i>Heartbeat</i> Monitoring program, customer service agents are continually aware of any component interruption (hardware, software, or Internet) that may impact system performance.</p>
2.10	Services	The Vendor's back up Monitoring Center must be activated within 60 minutes of initial system failure or disaster.	Our primary operation can be switched to our redundant Monitoring Center at Peak 10 in Jacksonville in far less than 60 minutes. We don't need to activate a backup facility because our secondary Monitoring Center in Jacksonville is always-running. The benefit to agencies of this architecture is in the enhanced redundancy and sustainability of their electronic monitoring operations.
2.11	Services	The Vendor's primary Monitoring Center shall be fully operational and staffed adequately to support the operations of this Contract, twenty four (24) hours a day, 7 days a week, 365 days per year with highly skilled technicians that have completed an initial course of training.	<u>Fully Operational and Staffed Adequately:</u> Our primary Monitoring Center is a fully operational control center, staffed 24/7 with highly trained support agents who view our proprietary support software, together with the screens that officers view when calling in. Around-the-clock, the central workstation is staffed with skilled customer service agents (CSA) and a supervisor. The focus of this room is offender monitoring and client support. In addition to 26 professionally trained CSAs, our Monitoring Center staff includes: Bilingual specialists, shift supervisors, quality assurance coordinator, and a monitoring center manager to manage all MC operations.

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2.12	Services	The Vendor must provide a staffed communication system utilizing an 800-telephone number an 800- number fax, and email access, available 24-hours per day, 7 days per week, 365 days per year at no additional charge to the Agency for technical, analysis, and application assistance.	3M Electronic Monitoring provides a toll-free phone number, a toll-free fax number, and email access to the Monitoring Center Help Desk 24 hours per day, 7 days per week, and 365 days per year. This is provided as part of our service and there is no additional charge to the agency for technical assistance, analysis, or application assistance through these methods of communication. This is of value to agencies because our monitoring service includes unlimited professional support services at no additional charge.
2.13	Services	Deleted.	
2.14	Services	The Vendor’s Monitoring Center Service must be able to provide for offender enrollments and scheduling to be performed via direct telephone request (password accessible) when Agency staff (officer) does not have immediate access to an internet connection.	Via secure, toll-free lines, our extensively trained Monitoring Center staff provides customer support and troubleshooting to agency staff a round the clock—24 hours per day and 7 days per week—365 days per year. Agents are well-trained to quickly and accurately answer questions regarding offender activity and equipment, as well as to support software functions, and more. When the appropriate user ID and security code are provided by telephone, customer service agents are happy to assist agency staff with any function of our monitoring equipment or software, including offender enrollments, schedules, and more.
2.15	Services	The Vendor’s Monitoring Center Service must be able to activate or deactivate Alcohol Monitoring services for an offender within 30 minutes after receipt of request by fax, telephone or e-mail notification from an the Officer.	Monitoring Center agents can certainly activate or deactivate alcohol monitoring services for an offender within 30 minutes of receiving a request by fax, telephone, or email from any authorized agency staff with the appropriate security information. This capability benefits the agency because we are able to better accommodate their needs.
2.16	Services	The Vendor’s Monitoring Center service must maintain accurate and concise historical logs of all telephone, text message, emails and fax calls attempted and completed, including date, time, and the associated incident. The Vendor shall make these logs available to the Agency upon request.	Regardless of the reason for the call, or which party originated it, all phone calls between our client agencies and our monitoring center are recorded and archived with a transaction record for fast retrieval. We keep all phone calls and reports permanently so that the data is always available to the agency upon request; even long after contract expiration. This includes phone, text message, email and fax calls attempted and completed. The accessibility of this data, including the date and time of calls with the associated incident enables us to provide a high level of documentation, and therefore, better service to agencies.

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2.17	Services	The Vendor's Monitoring Center service must provide immediate notification via, text message or email 24 hours a day, seven days a week to designated Agency staff when an alert notification is generated. The Vendor's monitoring service shall include the capability to administer a phone call by a live staff person in the Monitoring Center in response to designated priority alert notifications, at an additional fee.	Our monitoring system will deliver immediate notification of monitoring alerts to designated staff 24 hours per day, seven days per week, according to the agency's specified protocols. Users can choose to receive automated notifications via email, text messages, faxes and/or page. Notifications are automatically sent by our servers and can be received on any workstation or cell phone with data-enabled service. Each staff member can specify his or her preferred way to receive notifications within the agency-approved methods. Our Monitoring Center also offers additional service options that include the capability to place a live telephone call in response to designated priority alert notifications for an additional charge.
2.18	Services	The Vendor's Monitoring Center service must triage alerts, including triaging and responding to alerts with direct contact to both Agency staff and offenders for resolution as defined by the Agency. The Monitoring Center service must have the ability to escalate an alert notification if the officer does not acknowledge the notification within an Agency-specified time to the next Agency designated contact. In the event an alert notification is unresolved, the Vendor's Monitoring Center service shall be responsible for contacting the Agency's designated officer via, text message, fax, email or phone. The means or mode of contact shall be at the Agency's discretion. These services shall be provided twenty-four (24) hours 7 days a week.	We offer a number of options for alert notifications. Our Monitoring Center provides first response or triage for all alerts identified by the agency, with direct contact with both agency staff and offenders for resolution according to agency protocol. We recognize the critical nature of alerts and the need to ensure agency staff has received this vital information. For that reason, we have developed several service options that escalate an alert notification to verify that agency staff has received the offender alert notification. <u>Automated Escalated Closed-Loop Notification</u> ensures that a violation notification does not go unacknowledged. The system is set for mandatory acknowledgement on selected notification to supervising officers and if the server does not receive an acknowledgement from the specified contact within a set timeframe, the next person on the list is automatically notified. <u>Enhanced Escalated Closed-Loop Notification</u> was developed to provide a secure means of notifying officers via phone from our Monitoring Center staff when automated notifications are not acknowledged. Our Monitoring Center places a telephone call to the identified contact for notifications and unless the contact is reached directly, notification is escalated to the next contact.
2.19	Services	The Vendor's Monitoring Center service must provide the capability for every human voice call in and out of the system to be recorded with a transaction record that indicates the called number or calling number, and the result of the call. This information shall be made available to the Agency Program Manager at the Agency's request.	All voice calls in and out of the Monitoring Center are recorded with a transaction record that indicates the called number or the calling number and the result of the call. This information is available to the agency program manager upon request. The agency benefits from this capability because the transaction record enables both documentation and fast retrieval of any call for review.

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2.20	Services	The Vendor’s Monitoring Center must provide an initial response to pre-determined alert notifications to troubleshoot and resolve the notifications per established protocols.	Our services are flexible and designed to meet the protocols, preferences, and budgets of our customers. Our Monitoring Center will provide the initial responses to troubleshoot and resolve alert notifications for our customers as needed by the agency according established protocols. We have many years of experience developing custom protocols for initial response to alerts.
2.21	Services	The Vendor’s Monitoring Center service must be able to tailor the level of alert notification to the Agency or individual needs or protocols.	We can demonstrate not only the ability to tailor the level of alert notification to the agency or individual needs and protocols, but also a long track record of delivering these services to government agencies.
2.22	Services	The Vendor’s Monitoring Center must be responsible to maintain a call tree to be utilized when contacting Agency staff to report alert notifications pursuant to established protocols and optional price plan.	We are very experienced with the implementation and maintenance of call trees in monitoring protocols. We are currently providing these services to several large state level electronic monitoring programs.
2.23	Services	In the event of an alert violation, the Monitoring Center service must provide to the Officer, at a minimum the Offender’s name, type of violation, time of violation.	Our notifications include the specified information and can also include quite a bit more if desired by the agency. Notifications are automatically sent by the system. If the customer prefers monitoring center involvement, a specific handling protocol can be entered into notes fields in the application at the agency, officer or offender level. These notes are then used by our Monitoring Center to handle the event as described by the protocol to determine whether they should page/email the notification. At a minimum, our violation alert notifications include type of rule violated, offender name, violation name and date, notification method, notification day and time, and contact identity.
2.24	Services	The Vendor’s Monitoring Center service must be able to tailor the level of alert notification to the Agency or individual needs or protocols at an optional price plan.	Our services are flexible and are designed to meet the protocols, preferences, and budgets of our customers. There are many ways that we can tailor the level of alert notification to the customer’s needs and protocols. As an example, we offer the following are two popular Monitoring Center service options: The Automated Monitoring System—notifications are generated instantly upon receiving an alarm and all aspects of the process are time stamped, recorded, stored, backed up, and archived. We record precisely which offender and which device generated which alarm at what time. We also record the precise time of the device download, the moment notification was generated, when it was delivered, and to whom.

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2.24	(Continued)		Monitoring Center Optional Services—protocols include manual outbound calling and escalation. Customers may choose to use the automated system with officers responding to alerts, or to have our Monitoring Center provide first response for all alerts; or request a combination of services—some alerts handled through the automated system and specified alerts handled by our Monitoring Center.
3.0. SECTION C Data Center, Data Storage, and Data Access			
Item	Function	Description	Describe how Vendor meets or exceeds specifications
3.1	Data Center	The facility housing the Data Center(s) must have multiple physical security features. Describe the physical security features that protect the Data Center and agency data.	<p>Our DC has multiple physical security features. Located in the interior of our corporate headquarters building on a secure site with limited access, in addition to the closed circuit camera system and limited access doorways, we employ multiple additional physical controls to ensure that access is strictly limited to the assigned engineer and vice president of software development.</p> <p>The facility itself is equipped with alarms and is monitored by a security company. It has an operational fire protection system that has a tamper-proof dedicated circuit with no exposure to any person or thing that could alter or damage the line. The building's front door has a physical lock and the lobby door has an 800-pound magnetic lock secured with RFID card reader. All other facility doors require RFID plus 4+ digit access code.</p> <p>The Center's entry itself is protected by a fireproof, steel door with an 800-pound magnetic lock and a separate zone RFID card reader. The one small window has 1.5-inch thick bullet proof mesh glass. The individual server racks are physically locked front and rear and the server front bezels are physically locked. Backup tape media is stored in a locking safe. Our physical security procedures and protocols are certified by a third-party source.</p>
3.2	Data Center	The Vendor's Data Centers should have ventilation and temperature control adequate to ensure proper functions of the Monitoring Center hardware.	Our Data Centers are well ventilated with and equipped with hot redundant systems and dual controllers. To ensure proper functioning of the hardware. They have effective environmental controls to ensure the proper function of our systems. We accomplish this by equipping our centers with cooling systems and dual controllers from Leibert—a data center caliber environmental control system and standard of quality.

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3.3	Data Center	The Vendor's Data Centers must have back-up emergency power generators.	Both DC facilities have at least two levels of backup power (UPS, generators, and/or multiple power feeds) so that even in the event of a complete loss of utility power, our Data Center will experience zero downtime—we know this because we test every week. For power protection, we have both UPS and back-up generator capable of supplying 150% of the power required to operate our facility at full capability indefinitely. Additionally, the DC is equipped with two Eaton 15 KW uninterruptable power supplies, each capable of powering the DC and MC equipment for approximately 30 minutes, more than long enough for our 380KVA Caterpillar generator to come on line. The generator is equipped with a 1,500 gallon diesel tank, sufficient for 5 days of continuous use at full capacity. Full operation only requires about 60% of the generator's capacity. We have a contract with a bonded provider of diesel fuel who guarantees delivery within 24 hours. We exercise the switchover from utility power to UPS to backup generator as described above every week as part of routine operations and we stock key replacement parts for this equipment on site.
3.4	Data Center	The Vendor must have redundant Data Centers located sufficiently distant from the primary center, such that it is unlikely to be adversely affected by a manmade or natural event or loss of electrical or communications services that would disable the primary Data Center.	The capability of our primary Center is augmented by our redundant always-running facility located at Peak 10 in Jacksonville, Florida. In the event a Data Center goes off line, the other Data Center continues to provide service without interruption to customers. In a disaster scenario, full switchover to our backup facility takes approximately 10 minutes. We know this, because we test it annually. We house our backup servers at Peak 10 because it offers appropriate security and facility infrastructure. Full system backups are performed everyday and every year prior to hurricane season, we switch all operations to our backup facility to ensure readiness. The Jacksonville location is desirable because the telephone company's Network Operations Center (NOC) for Jacksonville is located in Atlanta, whereas the NOC for Odessa, FL is located in Orlando. The separation of NOCs virtually eliminates the possibility of a total network failure at both facilities simultaneously.
3.5	Data Center	All back-up systems in the Data Centers must be tested regularly.	We operate our Data Centers on strict schedules for backups, rotation, replacement, and testing. Additionally, we test our backup facilities by running out of the backup facility annually.

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3.6	Data Center	<p>The Vendor’s system should provide for 100% redundancy to avoid unnecessarily excessive downtime due to hardware or software issues. In the event of data disruption, the secondary Data Center must be activated within 60 minutes of initial system failure.</p>	<p>We have multiple redundancies in place to ensure that our system and monitoring center are available 24 × 7 × 365. Our computer management system uses two redundant, secure facilities. Both Data Centers operate 24 hours per day and 365 days per year. Both have multiple Internet service providers and periodic maintenance is performed on the backup system and then hot-swapped into production with no down-time to the customer.</p> <p><u>Redundant Servers</u>—We have two backup environments in both Centers—high availability (HA) and disaster recovery (DR), for a total cluster of 27 primary and 27 backup servers that provide the processing power for our system. The investment in, and implementation of, these technologies and practices has enabled us to operate with 99.98% documented availability over the past seven years.</p> <p><u>Backups</u>—Transaction log backups are performed every five minutes; full system backups are performed every day at both facilities and saved to disk. All backups are then further copied to a backup server, as well as to a tape, for additional redundancy. Every year prior to hurricane season, we switch all operations to our backup facility and run from there for a few days to ensure readiness. Multiple copies of client data exist on our redundant database servers and multiple disk RAID arrays. The data is also backed up to LTO Ultrium tapes on a daily basis.</p> <p><u>Redundant Communications</u>—The primary service provider for Data Center (DC) communication is Verizon Wireless, one of the most reliable facilities-based networks in the world. In addition, we have multiple backup providers at both our primary and backup facilities, including Bell Atlantic, AT&T, Bright House Cable (VoIP) and an additional layer of redundancy provided by our AT&T and T-Mobile wireless phones in the event that all landlines go down. Our redundant phone and data line connections are multiple paths from separate telecom providers with the primary service being dual-fiber connections.</p> <p><u>60-Minute Activation</u>—As detailed under Item 3.4, if one DC goes off line, the other DC continues to provide service without interruption to customers. Our secondary Data Center can be activated within 60 minutes of initial system failure.</p>
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3.7	Data Storage	The Vendor must ensure that all records (automated or hard copy files) remain the property of the Agency and shall be returned within 30 days, in the event the contract is canceled or terminated.	Our position on offender data is that it belongs to our client agencies: We house it for them with backups, archiving, and security protection as a service to our clients. We will gladly give the agency its data at any time via exported data file, hard copy print out, magnetic tape, CD, or XML format and we are happy to provide the data daily, weekly, monthly, quarterly, or annually upon requested.
3.8	Data Storage	The Vendor's system must ensure that all data be recorded with a historical transaction record and stored/archived for retrieval/backup in a database when requested by Agency personnel in accordance with the following:	All tracking and monitoring data is recorded with a historical transaction record for fast database retrieval when requested by agency personnel. The data is stored with multiple redundancies, backups, and archiving protocols in place and is available to the agency as detailed in Item 3.7.
3.9	Data Storage	a. All historical data must be centrally stored and accessible for reporting purposes;	The historical data is centrally stored in our Data Center archives, but archiving is transparent to the agency. All agency staff ever has to do is provide an authorized user ID and password, a date range, and an offender ID. Our system will report the data.
3.10	Data Storage	b. This information must be available for reporting in a standard transaction file format; and	The data is available in standard transaction file format as described in Item 3.7.
3.11	Data Storage	c. All current and historical data files must be retained for a minimum period of seven (7) years and this information shall be available at no charge to the Agency.	Our position on offender data is that it belongs to our client agencies: We house it with backups, archiving, and security protection as a service; not for seven years, but permanently. 3M Electronic Monitoring will provide the agency its data at any time in non-proprietary formats accessible in original form via exported data file, hard copy print out, magnetic tape, CD, or XML files, even long after contract expiration. There is no additional charge for this service.
3.12	Data Storage	The Vendor's Data Centers must have duplicate computers with the ability to, at a minimum, permit restoration of data collection and user monitoring services within ten (10) minutes after computer failure. The Monitoring Center should have duplicate data storage devices with automated fail-over and automatic re-establishment of the duplicate databases upon replacement of the failed storage device.	We far exceed this capability, with two (always running) duplicate sets of RAID 10 drives. This provides us the capability to continue collecting data automatically and without interruption. As long as we don't lose more than HALF of the drives in any array (12 of them) simultaneously, the array will automatically and without interruption, rebuild upon drive replacement. We can also lose any one of the entire arrays (24 drives) and the array will automatically rebuild itself upon array replacement. This architecture is also 100% duplicated in the backup Disaster Recover site.

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3.13	Data Storage	Upon request from the Agency, the Vendor must provide the most up-to-date complete copy of the System database, including historical data, the data dictionary, file layouts, code tables, code values, data relationships, keys, and indices, etc., in a format to be determined by the Agency.	Upon request, we will provide the most up-to-date complete copy of the system database, including historical data, dictionary, file layouts, code tables, code values, data relationships, keys, and indices, etc., in a format determined by the agency.
3.14	Data Access	The Vendor shall not release or reveal any data, program information, operation protocols, implementation plans, training material, report(s), publication(s), updates, and/or statistical data related to the Program to any entity, to include non-Agency personnel, without prior written approval from the Agency Program Manager.	Our position on offender data is that it belongs to our client agencies. We agree not to release or reveal any data, program information, operation protocols, implementation plans, training materials, reports, publications, updates, and/or statistical data related to the Program to any entity, including non-agency personnel, without prior written approval from the agency's program manager.
3.15	Data Access	The Vendor must maintain unaltered recorded data of offender violations, to be accessible in original form and substance for utilization as physical evidence for prosecution.	Our position on offender data is that it belongs to our client agencies: We house it with backups, archiving, and security protection as a service; not for five years or seven years, but permanently. 3M Electronic Monitoring will provide the agency its data at any time in non-proprietary formats, accessible in original form via exported data file, hard copy print out, magnetic tape, CD, or XML files. Additionally, we are able to provide the data daily, weekly, monthly, quarterly, or annually upon requested.
3.16	Security	The Vendor shall have documented policies and procedures for network security, application security, data transmission and data security, as well as Monitoring Center physical security.	We have documented policies and procedures for network security, application security, and data security— including transmission—as well as for the physical security of the Monitoring Center and Data Center. These policies are reviewed and updated annually.
3.17	Security	The system shall provide security features, which prevent unauthorized individuals from accessing any information held by the Vendor. Secure access to the system shall be maintained at all times.	Both 3M's main Data Center and our redundant Data Center have on-site, in person security 24 hours a day, 365 days per year. Our main facility has card access doors, a secondary card access door, and bulletproof glass as well as card CCTV in every area. Our secondary facility also has 3-factor authentication with card access, PIN number, and biometric fingerprint as well as CCTV in area. 3M's web-based software interface is completely secure at all times, preventing unauthorized individuals from accessing any information. EM Manager transmits data through an encrypted Internet connection using Secure Socket Layers (SSL)—the defacto standard for data protection. We use 128-bit SSL

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3.17	(Continued)		<p>encryption and currently we are investigating 256-bit AES encryption (absolutely unbreakable). Users with valid usernames and passwords can login and use our system to enroll, schedule, and review offender behavior, rules, and violations, enter case management notes, and generate data-rich reports. As an additional security feature, a login times-out after thirty minutes of idle time, but returns the user right back to his/her last location immediately upon logging in again. Communication between all monitoring devices and 3M's Surveillance Data Center is encrypted using 64-bit private key encryption; then our encryption is encrypted a second time during transmission, using the GSM A5 algorithm. The encryption scheme used is common to all 3M proprietary communications.</p>
3.18	Security	<p>The Vendor must maintain security policies and procedures for its network security, application security, data transmission security, data storage security, and physical security. While it is not necessary for the vendor to submit these documents with proposal, they must be provided to any requesting agency post award.</p>	<p>3M maintains our <i>Security Procedures and Controls</i> plan that covers all security policies and procedures for 3M's network security, application security, data transmission security, and physical security. 3M is willing to provide this document to any requesting Agency post award.</p>
3.19	Security	<p>The Vendor shall provide secure transmission and storage of data and must ensure that all data, data transmissions and data storage is kept confidential.</p>	<p>We provide secure transmissions between devices and servers through an encrypted Internet connection using Secure Socket Layers (SSL)—the de-facto standard for data protection and we use 256-bit encryption, which is absolutely unbreakable. As described above under Items 2.4, 3.1, 3.17, and 3.18, we also employ multiple strategies to ensure that all recorded and stored data is also kept confidential.</p>
3.20	Security	<p>The Vendor's facility, equipment, data transmissions, and data storage shall be secure. The Vendor's facility shall be alerted and monitored by a local law enforcement Agency or security company. The alert line shall be a tamper-resistant dedicated circuit and shall not be exposed to any person or thing that could alter or damage the line. The Monitoring Center shall be equipped with automated fire detection and suppression equipment.</p>	<p>We keep our physical facility, equipment, data transmissions, and data storage secure through the strategies and protocols detailed under Items 2.4, 3.1, 3.17, 3.18, and 3.19. Our facility is monitored by a security company and the alert line is a tamper-resistant dedicated circuit that is not exposed or vulnerable to damage. As described under Item 2.4, the Monitoring Center is equipped with automated fire detection and suppression equipment.</p>
3.21	Security	<p>The Vendor shall maintain a written Disaster Recovery Plan to cover power failures, telephone system failures, local equipment failures, flood or fire at the Monitoring Center and Data Center continued continuity of operations.</p>	<p>3M Electronic Monitoring maintains a written Business Continuity and Disaster Recovery Plan. It includes but is not limited to power and telephone system failures, local equipment failures, and flood or fire at the Monitoring Center and Data Center.</p>

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4.0	SECTION D ALCOHOL MONITORING EQUIPMENT AND SERVICE Equipment Requirements – for home based receiver		
Item	Function	Description	Describe how Vendor meets or exceeds specifications
4.1	Equipment	<p>Vendor is bidding the following alcohol monitoring device and the accessories identified in the Price Worksheets. The responses to these specifications are for this equipment.</p> <p>Alcohol Monitoring Equipment (Receiver (Home Unit) - Landline)</p> <p>For Product Bid:</p> <p>Mfg.: <u>3M Electronic Monitoring</u></p> <p>Brand/Model: <u>3M™ Remote Alcohol Monitoring System, known as Alcohol VB (MEMS); and 3M™ Remote Alcohol & Curfew Monitoring System known as Alcohol VBR (MEMS)</u></p> <p><u>And</u></p> <p>Alcohol Monitoring Equipment (Receiver (Home Unit) - Cellular)</p> <p>For Product Bid:</p> <p>Mfg.: <u>3M Electronic Monitoring</u></p> <p>Brand/Model: <u>3M™ Remote Alcohol Monitoring System, known as Alcohol VB (MEMS); and 3M™ Remote Alcohol & Curfew Monitoring System, known as Alcohol VBR (MEMS)</u></p>	<p>Our 3M™ Remote Alcohol Monitoring System <i>is</i> a highly accurate electro-chemical breath alcohol tester with the benefits of a remote monitoring setup. Both systems offer the following benefits remote alcohol monitoring:</p> <ul style="list-style-type: none"> • Manual, automatic and randomly scheduled remote breath alcohol testing (BAT) with visual confirmation of identity in color. • Remote BAT capability enables monitoring of extensive caseloads with high availability and accuracy; easing demands on scarce resources. <p>3M™ REMOTE ALCOHOL MONITORING SYSTEM Also known as Alcohol VB (MEMS), this highly efficient monitoring system integrates breath alcohol testing and COLOR video identity verification into a single home unit.</p> <p>3M™ REMOTE ALCOHOL & CURFEW MONITORING SYSTEM Also known as the Alcohol VBR (MEMS), this highly efficient monitoring system integrates breath alcohol testing and video identity verification into a single home unit and also includes RF presence monitoring all in the single home unit.</p> <p>Both models are available equipped for either communications system or we can provide both landline and cellular models that report to our system using the Public Switched Telephone Network (PSTN) and a standard telephone; the AT&T Cellular Network, or the T-Mobile Cellular Network.</p>

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4.1	(Continued)		MEMS was designed to be extremely flexible with respect to the level of supervision the system can provide, as well as for the subject information that is collected and maintained for management reporting. Additionally, the level of electronic surveillance imposed on an individual can be easily adjusted by adding an RF module and by increasing or decreasing the number of breath alcohol tests required daily.
4.2	Equipment	The Vendor shall provide, at their own expense, all systems and equipment (software and hardware) required for the service delivery, regardless of the actual number of units including but not limited to:	We provide all systems and equipment (both hardware and software) that are required for the service delivery of our system regardless of the actual number of units, including:
4.3	Equipment	a. A system with a database to monitor offender testing and communication of data to the Vendor's system;	We provide the system with database to monitor offender testing and communication of data to our host system;
4.4	Equipment	b. All software and hardware required to access the Internet, with the exception of Agency personal computers; and	All software and hardware required to access the Internet, with the exception of agency personal computers; and
4.5	Equipment	c. All labor, materials, equipment, cellular wireless service costs and consumables necessary to perform Alcohol Testing services on an as-needed basis.	All labor, materials, equipment, cellular wireless costs and consumables necessary to perform alcohol testing services as needed.
4.6	Equipment	All equipment and systems furnished shall be standard products of the Vendor, shall be in proper working order, clean and free from defects of features affecting appearance, serviceability, or the safety of the offender in normal intended use.	All offered MEMS Alcohol Monitoring and MEMS Alcohol and Curfew Monitoring equipment and systems are our standard products. They will be in proper working order, clean and free from defects of features affecting appearance or serviceability, or the safety of the offender in normal intended use.
4.7	Equipment	The Vendor shall provide equipment that meets market safety standards and presents no health or safety hazards to staff and/or offenders.	All of our equipment meets market safety standards and presents no health or safety hazards to staff and/or offenders
4.8	Equipment	The device must be able to either verify the identity of the participant by utilizing a voice or digital imaging recognition system or transmit such data to a monitoring center for participant identification.	Our MEMS alcohol monitoring devices verify the identity of the participant utilizing a digital imaging recognition system that is transmitted to our Monitoring Center for identification.
4.9	Equipment	Instrument must be capable of taking a deep lung sample from the participant's breath and compare it to a calibrated breath alcohol standard which may be stored in the system's memory or a supervised test utilizing video imaging solutions.	Our MEMS Alcohol Monitoring Systems take a deep lung breath sample with video imaging and compares it to a supervised test utilizing video imaging.

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4.10	Equipment	The system shall utilize fuel cell or comparable technology, which is specific to alcohol, and shall measure the Breath Alcohol Content (BAC) from the person being tested.	The MEMS alcohol monitoring systems utilize fuel cell technology and measure the breath alcohol content of the subject being tested.
4.11	Equipment	The system must not respond to natural gas or acetone.	The MEMS system will not respond to the presence of natural gas or acetone.
4.12	Equipment	The system shall provide for testing to be conducted at random or fixed intervals that can be set by the Officer on a per participant basis based on the risk of the participant. Describe the number of settings, duration of each interval, the steps involved for an Officer to vary the testing intervals, including but not limited to the steps involved, any time delay or conditions for changes in testing interval to become effective, and whether or not there is a need for monitoring center involvement in varying the testing interval.	The MEMS system allows breath alcohol tests to be initiated at random or on fixed intervals that can be set by the officer on a per participant basis. The test can be prompted randomly, at predefined times, by the monitoring center operator, or automatically in accordance with participant's curfew schedule. We offer a wide range of configuration settings at the agency, officer and offender levels. Call scheduling consists of entering a start time, end time and the number of calls for the frame. Schedule changes require a unit download which can be done any time prior to the schedule effective date. There is no need for the Monitoring Center involvement in varying the testing interval. This is entirely selectable by the officer.
4.13	Equipment	The system may also be capable of testing the client upon entry when it is combined with a Radio Frequency Unit. Describe your available capabilities.	The MEMS VB integrates breath alcohol testing and video identity verification into a single home unit. The MEMS VBR also incorporates RF presence monitoring in the single home unit, providing the benefits of manual, automatic and randomly scheduled remote breath alcohol testing (BAT) with visual confirmation of identity in color. Capable of testing the client upon re-entry, it is offered with landline or cellular communications and all that is involved is adding our RF transmitter bracelet to the offender's ankle.
4.14	Equipment	Deleted.	
4.15	Equipment	Tamper detection features on the unit should exist or a supervised test whereby monitoring staff can detect during testing, to ensure the monitoring center receives accurate information on Case alerts and power alerts, and phone alerts.	The MEMS alcohol monitoring systems (VB and VBR) will report on two tamper detections: Case opened - the unit was physically opened, possible tamper and Case tilt – the unit was picked up or moved.
4.16	Equipment	The system must be able to connect to a standard phone line jack or have the ability to also use standard cell phone technology to communicate with the monitoring center and download data.	The MEMS VB and VBR systems are able to connect to a standard phone line jack or to use standard cell phone technology to communicate with the monitoring center and download data.

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4.17	Equipment	The system shall have the ability to be attached to a radio frequency unit or to be used as a standalone system. Describe how your system is compatible with RF electronic monitoring.	Our Remote Alcohol and Curfew Monitoring System (MEMS VBR) is the same remote breath alcohol monitoring system and also includes an RF receiver to monitor curfew. It is a stand-alone system. The offender is fitted with our TXS RF transmitter. The MEMS home unit receives the RF signal from the ankle worn transmitter, allowing the MEMS unit to monitor presence and absence as well as breath alcohol testing. It will report via landline or cellular communications.
4.18	Equipment	The device shall be simple to install and have easy to understand instructions.	MEMS is very simple to install. Basically, the device is simply plugged in at the offender's residence and the next step is to enroll the offender. Enrollment is a simple 5-step process during which the offender takes a breath alcohol test in the presence of the assigned officer. The picture taken during this initial alcohol test is used as the first reference image for future alcohol tests. The instructions are very easy to understand; the offender does not need to do anything beyond follow instructions and blow when lit. There are a sequence of buttons that light up on the device in order, signaling the offender what to do at each stage. 1. Face the Mirror, 2. Push Start, 3. Blow, 4. Blow Harder (as needed), and 5. Test Complete.
4.19	Equipment	The device shall be permanently marked with the model/serial identification numbers and will not change colors or lose labeling after being exposed to common cleaning products. The vendor will replace any device without charge if the tracking number is not legible.	The MEMS devices are permanently marked with the model/serial identification numbers and will not change colors or lose labeling after being exposed to common cleaning products. If this number is ever not legible, 3M Electronic Monitoring will replace the device at no charge.
4.20	Equipment	The device and all additional equipment shall not be available as an open market item if this could compromise the security of the system.	Our MEMS VB and VBR systems are not available on the open market.

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4.21	Equipment	If testing occurs unsupervised by monitoring staff the device may incorporate non-volatile memory capable of storing at least five days worth of events (with date and time of occurrence) at times when the telephone service and electrical power may become unavailable. In particular, non-volatile memory will retain unreported events and report them once power / telephone services have been restored, including date & time of occurrence. As an alternative, a supervised test may be proposed with the capability to detect, reattempt and/or notify on a no answer and/or phone line outage in the area and re-attempt the test/call until successful.	The VB (MEMS) exceeds this specification with non-volatile memory capable of storing more than five days of events (2 tests per day) with picture, date, and time of occurrence. In the event that telephone service and electrical power are unavailable, unreported events will be reported once power /telephone service is restored. The VBR (MEMS) device exceeds this specification with non-volatile memory capable of storing more than five days of test events (2 test per day) with picture, date, and time of occurrence, plus weeks of curfew events. In the event that telephone service and electrical power are unavailable, unreported events will be reported once power /telephone service is restored.
5.0 SECTION E System Reports			
Item	Function	Description	Describe how Vendor meets or exceeds specifications
5.1	Equipment Inventory Reports	A system that allows the Agency to generate the following “canned” reports directly from the Vendor’s database through the secure internet site. To ensure that reports are accurate and timely, the system’s database shall be updated in real time to ensure all report data is current when viewed and/or downloaded by the Agency’s personnel. All reports shall have the capability of being queried, sorted or filtered by any field contained in the report or by data parameters as applicable and reports shall be readable on screen, printable and shall be downloadable into an excel format.	The Equipment Inventory Report for both alcohol monitoring and alcohol with curfew monitoring, is a pre-defined report and can be run at the discretion of the user right through our secure Internet connection. The database is updated in real time, ensuring that all data is up to date. The Report can be filtered and sorted by any of the columns/fields offered in the query. The Report can be viewed on screen, printed, and saved in any of the following formats: PDF, DOC, TIF, XLS, HTML, and TXT.
5.2	Equipment Inventory Reports	The system must be able to provide real time reports of all assigned equipment. Report shall include description/type of equipment, serial number, assigned Offender, and assigned Officer.	Our Active Equipment Report is a real-time report that provides all of the specified information and can be sorted by agency, officer, or offender. The report provides the type and description of equipment, the serial number of the equipment, the agency name, the equipment type, assigned offender’s first and last name with ID, officer’s first and last Name with ID, start date, firmware version, and the last calibration date. It can be viewed, printed, and saved in any of the following formats: PDF, DOC, TIF, XLS, HTML, and TXT.

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5.3	Notification Report	<p>The Vendor's system shall provide the Agency the ability to generate a report by date parameters, sorted by location site, identifying the number and type of notifications during specified time parameters, such as:</p> <ul style="list-style-type: none"> • Monday-Friday, 8:00 am-5:00 pm • After hours • Weekends <p>And indicating summary totals for:</p> <ul style="list-style-type: none"> • Total number of alerts per location site, percent of total per type of alert and average number of alert notifications per month, per offender within each location site. 	<p>Our Notification Report can be generated by time/date parameters and sorted by location site. It identifies number and type of notifications that occurred during any specified date/ time range. The report will provide totals for alerts by location site, percent of total per type of alert, and the average number of alert notifications per month, per offender within each location site. The Report can be viewed, printed, and saved in any of the following formats: PDF, DOC, TIF, XLS, HTML, and TXT.</p>
5.4	Offender Alert Report	<p>The Vendor's system shall provide the Agency the ability to generate alert reports, queried by individual assigned offender and date parameters that identifies the type of alert, time of alert, method of alert (fax, e-mail or phone call) and recipient of alert.</p>	<p>Our Daily Event Report provides all of the specified information and also captures demographic data in the offender's profile. It offers users comprehensive data or limited data, depending on agency/officer preference. Event information includes the alert type, time, severity, and when we received the event. Once the event is handled, this report will also provide the name of the officer that handled the event and any comments related to the handling. The Daily Event Report can be viewed, sorted, filtered and downloaded in any of the following formats: PDF, DOC, TIF, XLS, HTML, and TXT.</p>
5.5	Customized Reports	<p>The Agency can request custom reports the cost of which (if any) shall be established between the Vendor and the Agency Program Manager.</p>	<p>One of the benefits of our system is its flexibility, along with the breadth of our reports library and our experience of our software engineers who develop reports. We are happy to provide custom reports at an additional fee as agreed with an agency.</p>
5.6	Offender Report	<p>The Vendor's system shall provide the Agency the ability to generate a summary report of all offenders and/or assigned officer that identifies offender name, Agency number, address, and officer assigned.</p>	<p>Our system offers the Offender List Report for a summary of all offenders and/or assigned officers. It can be sorted and filtered at the users discretion. The report can be viewed, sorted, filtered and downloaded in any of the following formats: PDF, DOC, TIF, XLS, HTML, and TXT.</p>

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5.7	Current Usage Report	The Vendor's system shall be able to provide the Agency the ability to generate a current usage report indicating the actual number of daily service units used to date (real time) for the monthly period. This report should be detailed to reflect offender name, Agency number, service type (active) and number of days utilized to date.	Our Current Usage Report is automatically generated on a schedule requested by the agency and delivered to interested parties by email on the specified schedule; generally just after midnight to provide the previous day's data. This report indicates the actual number of daily service units used to date for the month and includes all of the specified information, as well as the agency name, offender ID, program start and end date, the date range of the report, and the program type (VB/VBR):. The report can be viewed, printed, and saved in any of the following formats: PDF, DOC, TIF, XLS, HTML, and TXT.
5.8	Daily Alert Summary Report	The Vendor shall submit a daily report (between the hours of midnight and 6:00 a.m. for the previous day) that identifies each alert, type of alert, time and duration of alert, assigned officer, assigned offender, and totals. This report shall be sorted by location sites region/unit/officer and shall be e-mailed to all designated officers within the location sites.	Our Daily Alert Summary Report provides all of the requested information about alerts by type, time, duration, assigned officer, offender name offender ID, and totals. The report is provided in XLS format and can be sorted by region/unit/officer and emailed to all designated officers at each site specified. The report can be viewed, sorted, filtered and saved in any of the following formats: PDF, DOC, TIF, XLS, HTML, and TXT.
6.0	SECTION F Equipment Testing, Replacements, Lost/Damaged/Stolen Requirements		
Item	Function	Description	Describe how Vendor meets or exceeds specifications
6.1	Equipment Accessories	The Vendor shall provide all necessary supplies and replacement supplies and instruction/training materials at no additional costs to the Agency.	We will provide all of the consumable supplies and instruction/training materials at no additional cost to the agency.
6.2	Equipment Spare Inventory	The Vendor shall provide and maintain a backup/replacement inventory of monitoring units equal to fifteen percent (15%) of the actual number of units currently in use in each the Agency's Location sites/Office locations at no additional cost. The Agency shall not pay the Vendor an inventory fee, storage fee, installation equipment fee or any other fee related to these inventory units and equipment.	We will provide and maintain a 15% spare inventory of monitoring devices in each of the agency's location sites/ office locations at no additional cost to the agency and there will not be any fee related to the spare equipment.

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6.3	Replacement Equipment	The Vendor shall assure that all equipment delivered to the Agency has been tested to ensure it is operable, free from any defects or damage and is fully operational. The Agency reserves the right to reject any and all equipment not determined to be operational and in acceptable operative order and condition. In the event any equipment becomes inoperative due to a malfunction or through normal use, the Vendor shall incur all replacement costs and repairs. The Vendor shall provide the Agency with replacement equipment within 24 hours of request at no charge to the Agency, including shipping and handling costs for both delivery and return.	All of the equipment provided will be tested to ensure its proper operation and will be free from any defects or damage. We understand the agency may reject any equipment that is not operational or is not in acceptable condition. In the event that any equipment becomes inoperative during normal use, we will provide all repairs and replacements at our expense within 24 hours of request, including shipping and handling costs.
6.4	Lost/Damaged/Stolen	At no additional cost, the Vendor shall supply replacements for lost, stolen and damaged equipment up to five percent (5%) per year of the Agency's active units. The Vendor shall have three (3) working days to replenish requested stock. All units shall be maintained at the Agency's office for use as immediate replacements, when needed. Vendor must detail within their Price Sheet the per component replacement cost for each component of every proposed equipment model. This replacement cost shall be applied for any excess losses above the allowed annual 5% lost, stolen and/or damaged equipment replacements.	We will supply up to five percent (5%) of the agency's active units per year in replacements for lost, stolen, and damaged equipment at no additional cost within three (3) working days. The units will be maintained at the agency's office for use as immediate replacements as needed. Please find our replacement cost per component on our Price Sheet. The prices will be applied for any losses above the allowed annual 5% lost, stolen, and/or damaged equipment replacement.
7.0 SECTION G Training Requirements			
Item	Function	Description	Describe how Vendor meets or exceeds specifications
7.1	Training	Vendor shall provide initial on-site training by experienced staff with thirty (30) days of start of Agency's contract, unless an alternate training schedule is agreed upon. Additional on-site training via webinar shall be provided within 48 hours of request. Ongoing training shall be provided as agreed mutually between vendor and agency.	We provide initial Basic Training to all agency designated personnel in one- to two-day onsite training classes with follow-up sessions as agreed between the agency and 3M Electronic Monitoring. The bottom line is that the length and schedule of training is designed to meet our client's needs. Training includes the operational use of whichever tracking device the agency utilizes as well as all associated equipment and services; we work with agency staff to schedule all training sessions at times workable for the agency. We agree to provide initial on-site training by our very experienced Account Management staff within 30 days of start of Agency's contract and follow up webinar training within 48 hours of request.

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7.2	On-Site Initial Training	Deleted.	
7.3	Onsite Ongoing Training	Deleted.	
7.4	Manuals/ Installation Guides	The Vendor shall provide training and/or user manuals upon each Officer's initial orientation training in hardcopy or soft file format such as PDF may be provided at the request of the Agency. All training and all associated training manuals shall be provided at no cost to the Agency.	We supply user manuals, as well as all materials and equipment needed for training and provide these during the training sessions. We are happy to provide the training manuals in either hard copy or electronic file format, according to the preference of the agency. We grant our clients unlimited copying rights for internal use of our training documents and encourage this strategy as part of our effort to stay green. Additionally, our software contains a comprehensive online Help section that covers hardware, software, and reporting. Training and training materials are provided at no additional cost to the agency. AMS also provides hard and soft user manuals and has a very detailed Help Page through SCRAMNET.
7.5	Training Materials	The Vendor shall provide all materials and equipment necessary to perform the training and shall utilize actual equipment currently being utilized. All training manuals may-be hardcopies or soft file format, user friendly, and kept up to date with the most current training protocols. Training manuals shall be provided for each Agency staff member trained and upon the request of the Agency Program Manager. The training curriculum and evaluation forms that will be utilized for all training purposed should be submitted by Vendor.	We provide all materials and equipment necessary to perform the training and our training includes the use of whichever tracking device the agency utilizes as well as all associated equipment and services. We work with agency staff to schedule all training sessions at times workable for the agency and our training materials are provided in hard copy or soft file format, according to agency preference. Materials are written to be user friendly and our Training Department keeps them up to date. We are happy to provide sufficient training manuals for agency staff, as well as for the program manager. Please find our Alcohol Monitoring Manual, Training Curriculum, and Evaluation Form included as Attachments H-5, H-6, and H-7. Please find the SCRAMx Training Overview included as Attachment H-8.
7.6	Webinar and Online Training	The Vendor shall make available to officers remote webinar and online training sessions which demonstrate device applications after initial orientation per officer. The Vendor shall provide Webinar online and online. Training for system, software and hardware updates.	In addition to the library of training manuals, quick reference guides, and training sessions that we make available to our customers online, we also provide live webinars to our customers as-needed. These training materials and sessions can be used to reinforce procedures for all device installations and software use after the initial orientation. The live webinar tool, offered on an unlimited basis, is an invaluable resource for agency staff to receive real-time support of hardware and software use. All training and written documentation for the SCRAMx device is available online.

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8.0 SECTION H Additional Requirements			
Item	Function	Description	Describe how Vendor meets or exceeds specifications
8.1	Vendor Staff	The Vendor shall provide an adequate level of staffing for provision of the services outlined herein and shall ensure that staff providing services are highly trained and qualified.	3M's reputation was built on service and training is service; we take it seriously and we do it well. All 3M employees spend their first week of employment in full-time training and we have several more levels of job-specific training to help our technical and support personnel attain a comprehensive understanding of the products and services they work with in the course of their duties. Above all, the account managers are the most highly trained on our devices, software, and systems; as they need an advanced understanding of how these things function in order to effectively support our clients. All 3M account managers must complete a rigorous six- to eight-week full time New Hire Training Course before interacting with our clients as an account manager (A/M). Ninety days post certification, the new A/M is brought back to 3M headquarters for Advanced Training Course and going forward, attends update training quarterly at our sales meetings. 3M agrees to provide an adequate level of staffing for the provision of the services outlined herein. Currently 3M has 3 Regional Managers who manage a team of 15 Account Managers to support our customer base.
8.2	On-Site Service	The Vendor shall provide remote diagnostic support and trouble-shooting technical assistance via a toll-free telephone line 24 hours a day, seven (7) days a week, including holidays. In the event of technical problems that are not resolved from a remote location, the Agency Program Manager, upon request, may require the Vendor to provide on-site, technical assistance within 24 hours.	The third tier of support we offer is our always-awake live Monitoring Center, staffed and available toll free at any time of the day or night, 365 days per year. Via secure, toll-free lines, MC agents provide customer support and troubleshooting to users around the clock—24 hours per day and 7 days per week—365 days per year. This is the support resource for our clients after business hours if the assigned account manager is not available. After a user provides the appropriate user ID and security code, a customer service agent will be happy to assist with any aspect of our equipment or software in an accurate and efficient manner. In the event of technical problems that are not resolved through remote support, we are able to provide on-site technical assistance within 24 hours.

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8.3	Litigation-Related Testimony	The Vendor shall make available qualified personnel to provide testimony as requested or subpoenaed. Affidavit, expert witness testimony, violation hearing testimony, or any other expert testimony/certification shall be provided at no additional cost to the Agency. The Vendor shall immediately notify the Agency Program manager or designee upon receipt of any subpoena involving or affecting the Agency.	For over 13 years, we have been providing expert testimony as a service to our clients and we will provide qualified personnel to provide testimony as requested or subpoenaed. Affidavit, expert witness testimony, violation hearing testimony, or any other expert testimony/certification will be provided at no additional cost to the Agency and we will immediately notify the agency program manager or designee upon receipt of any subpoena involving or affecting the agency.
8.4	Quality Assurance Program	The Vendor shall have a formal quality assurance/quality control program in place that demonstrates that routine evaluations of the quality of the system, equipment and service are performed to ensure compliance with the terms and conditions of the Contract.	3M Electronic Monitoring meets this requirement. We are an ISO registered company holding certification to the ISO 9001:2008 Quality Management System Requirements. Our robust Quality Management System (QMS) encompasses formal documentation of our Quality Assurance Program, including a written Quality Assurance Plan. We have routines in place for evaluating the quality of our system, equipment, and services to ensure compliance with contracts.
8.5	Monitoring and Evaluation Requirements	<p>The Agency Program Manager or designated staff may perform Agreement compliance reviews during the term of the Agreement. The Agency Program Manager may include periodic review of compliance with contract service delivery.</p> <p>The Agency Program Manager will provide written compliance reports to the Contractor. When issues of non-compliance are identified, a written Corrective Action Plan (CAP) will be required of the Vendor. The CAP is to be submitted to the Agency Program Manager within ten (10) days of receipt of the Agreement compliance review report. Failure to correct deficiencies after thirty (30) days from the date of receipt of the written Agreement compliance review report notating the deficiencies may result in determination of breach of contract and termination of services.</p>	We are very willing to cooperate with performance compliance reviews during the contract term and we have several current customers who do this. The program manager may include periodic review of our compliance with Contract service delivery. We understand that the resulting compliance reports will be provided to us. If any issue of non-compliance is identified, we will provide a written Correction Action Plan (CAP) and submit it to the agency's program manager within ten (10) days of receipt of the compliance review report. We understand and agree that any deficiencies identified must be corrected within thirty (30) days from the date of receipt of the written agreement compliance review report.

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8.6	Background Checks	The Vendor shall conduct Criminal background checks for security purposes on all of its employees. The results of the background checks shall be available for review by the Agency. The MCC Contract Administrator on behalf of the Agency has full discretion to require the Vendor to disqualify, prevent, or remove any of its staff from any work being performed under the Contract upon the report of an unsatisfactory background check.	We are very security conscious and have a multi-faceted approach to ensuring confidential monitoring and secure data collection. The enterprise security for our offices and operations includes a comprehensive Information Security Policy that mandates pre-employment drug screening and criminal background checks for all applicants and employment is contingent upon satisfactory findings. The results of background checks will be made available for review by the agency. We understand and agree that the MCC Contract Administrator on behalf of the agency has discretion to require the vendor to disqualify, prevent, or remove any of its staff from any work being performed under the Contract upon report of an unsatisfactory background check.
8.7	Background Checks	The Vendor shall not offer employment to any individual or assign any individual to work under this Contract, who has not had a background check, conducted and the findings of the background check have been determined to be satisfactory.	Our employment policy mandates pre-employment drug screening and criminal background checks for all applicants and employment is contingent upon satisfactory findings. We agree not to offer employment to any individual or assign any individual to work under this Contract who has either not had a background check conducted, or has not had satisfactory findings of a background check.
9.0 SECTION I Additional Vendor's Equipment and Services			
Item	Function	Description	Describe how Vendor meets or exceeds specifications
9.1		The Vendor may offer additional Equipment and Services. The Vendor should provide list and include a summary of each additional piece of equipment, to include: one device, description, training manuals, functionality, service, and optional pricing. Services may be negotiated based on each user Agency's needs.	As an option, we offer the Soberlink Remote Breath Alcohol Unit. <ul style="list-style-type: none"> • Soberlink SL2 Remote Breath Alcohol Monitoring Unit • This hand-held remote BAC tester measures breath alcohol level, taking a picture of the subject during the test and communicating it back to the monitoring application through cellular network (CDMA). • Optional Pricing: The lease model is \$6 per day for active unit; offer subject to equipment availability. • Training manual: The Soberlink training manual is included as Attachment H-9.

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10.0	SECTION J ALCOHOL MONITORING EQUIPMENT AND SERVICE Vendor Provided Offender Services - for single body-attached devise with receiver	
Item	Description	Describe how Vendor meets or exceeds specifications
10.1	The government entity may choose to provide the contractor with reasonable office space onsite within the government agencies office locations.	We acknowledge and agree that the agency may choose to provide us with reasonable office space at their locations.
10.2	Each entity will maintain its own computers, software, and internet service for exchanging information.	We acknowledge and agree that the agency will maintain its own computers, software, and Internet service for exchanging information.
10.3	The government entity will maintain complete responsibility for program management services not specifically listed	We acknowledge and agree that the government entity will maintain complete responsibility for program management services not specifically listed.
10.4	The government agency will be responsible for all referrals of all new offenders to the program	We acknowledge and agree that the agency will be responsible for all referrals of new offenders to the program.
10.5	Prior to any referral the government entity will ensure that the subject has a home phone or identifies the need of a cellular service monitoring unit.	We acknowledge and agree that prior to any referral, the agency will ensure that the subject has a home phone or identify the need for a cellular monitoring unit.
10.6	Offenders should have an ability to pay for enrollment and services provided by the contractor.	We acknowledge and agree that offenders will have an ability to pay for the enrollment and services provided.
10.7	Contractor will make arrangements to create a fee payment assessment whereby the cost of the program to offenders will be set on a mutually agreed upon schedule based on monthly earnings of an offender.	We acknowledge and agree to make arrangements to create a fee payment assessment whereby the cost of the program to offenders will be set on a mutually agreed-upon schedule based on monthly earnings of an offender.
10.8	The contractor will activate and install equipment on offenders and orientate offenders on home equipment placement or transdermal unit connection and care.	We acknowledge and agree to install equipment on offenders and orient offenders on home equipment placement or transdermal unit connection and care.
10.9	Offenders will be responsible for the cost of lost, damaged, or stolen equipment.	We acknowledge and agree that offenders will be responsible for the cost of lost, damaged, or stolen equipment.
10.10	The contractor should provide limited case management to include:	We will work with the contracting agency to provide the following case management services as needed. Based upon unique agency needs and preferences, we will either provide these services directly or by utilizing one of our experienced subcontractors, listed in <i>Appendix D</i> of this Response.
10.11	a. Contractor will coordinate offender (in person) reporting on a schedule agreed upon by both parties	We will coordinate offender (in person) reporting on a schedule agreed upon by both parties. Based upon unique agency needs and preferences, we will either provide these services directly or by utilizing one of our experienced subcontractors, listed in <i>Appendix D</i> of this Response.

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10.12	b. The contractor will confirm the employment status of the offender and financial status.	We will confirm the employment status and financial status of the offender. Based upon unique agency needs and preferences, we will either provide these services directly or by utilizing one of our experienced subcontractors, listed in <i>Appendix D</i> of this Response.
10.13	c. The contractor will collect fees from the offender and will provide notices to the government agency on delinquent payments	We will collect fees from the offender and provide notices to the agency on delinquent payments. Based upon unique agency needs and preferences, we will either provide these services directly or by utilizing one of our experienced subcontractors, listed in <i>Appendix D</i> of this Response.
10.14	d. The contractor will review offender curfew activity from the time since the offender last reported.	We will review offender curfew activity from the time since the offender last reported. Based upon unique agency needs and preferences, we will either provide these services directly or by utilizing one of our experienced subcontractors, listed in <i>Appendix D</i> of this Response.
10.15	e. The contractor will review monitoring /tracking activity with the offender and provide the government agency with exception reports for program violations.	We will review monitoring/tracking activity with the offender and provide the government agency with exception reports for program violations. Based upon unique agency needs and preferences, we will either provide these services directly or by utilizing one of our experienced subcontractors, listed in <i>Appendix D</i> of this Response.
10.16	f. The contractor's case management activities shall be documented in the contractor's caseload management software and accessible to the government entity 24/7.	Our case management activities will be document in the Case Management tool of our software and accessible to the agency 24x7. Based upon unique agency needs and preferences, we will either provide these services directly or by utilizing one of our experienced subcontractors, listed in <i>Appendix D</i> of this Response.

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SPECIFICATIONS

These specifications are the minimum. The vendor has listed, clearly demonstrated, and presented features that add value, savings and/or reliability.

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

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

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

CATEGORY 3 – SATELLITE MONITORING AND REMOTE TRACKING SERVICE (GLOBAL POSITIONING SYSTEM (GPS))			
Responses below apply to <u>both</u> one-piece body-attached device and multi-piece tracking system.			
1.0	SECTION A General Experience Requirements		
Item	Function	Description	Describe how Vendor meets or exceeds specifications
1.1	General Experience	The Vendor shall have been in business for a minimum of three (3) consecutive years prior to proposal submittal.	3M Electronic Monitoring has been in the business of providing electronic monitoring services since 1997.
1.2	General Experience	The proposed device(s) must have been in use and installed on offenders through one or more contracts with County, State, or Federal Government agencies. This experience must have been within the past 12 consecutive months prior to the proposal submittal date. Anytime Beta testing does not count toward the required experience. The Vendor’s experience shall have been met with the vendor acting as the prime contractor in supplying the GPS device. Include these agencies in the response to Item 1.3 below.	3M Electronic Monitoring is the pioneer of GPS tracking for offenders and has monitored tens of thousands of offenders continuously since 1997. We have had more than 200 contracts with state and local agencies as the prime contractor supplying both the one and two piece GPS device for tracking offenders. We have contracts with state and county agencies for whom we have been providing GPS tracking services for more than ten years: FL DOC, MI DOC, OK DOC, Pinellas Co. Fl, Palm Beach County, FL, and WSCA (since 2001).

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1.3	General Experience	<p>The proposed device(s) must have been installed and in use on at least an aggregate of 500 offenders through one or more contracts with County, State or Federal Governmental agencies. This experience must include at least six (6) months of active monitoring for the model offered in response to this RFP. The Vendor's experience shall have been met with the vendor acting as the prime contractor in providing all of the above services. Identify these agencies, volumes and devices in your proposal response.</p>	<p>Representative Two Piece Contracts: Florida Department of Corrections, Average 3,000 units on leg daily (contracted since 1997) Texas Department of Criminal Justice , Average 1,400 units on leg daily (contracted since 2005) Michigan Department of Corrections, Average 2,100 units on leg daily (contracted since 2001) Massachusetts Department of Probation, Average 2000 units on leg (Contracted since 2011) New Mexico Department of Corrections, Average 280 units on leg daily (contracted since 2005)</p> <p>Representative One Piece Contracts: Oklahoma Department of Corrections, Average 750 units on leg daily (contracted since 2002) Vermont Department of Corrections, Average 215 units on leg daily (contracted since 2010) New Mexico Department of Corrections, Average 100 units on leg daily (contracted since 2005) Texas Department of Criminal Justice, Average 450 units on leg daily (Contracted since 2005)</p>
1.4	General Experience	<p>The proposed software must include the ability to compare the offender track points to crime locations from law enforcement Record Management Systems. This functionality must have been in use within the past 12 consecutive months, prior to proposal submittal date. This experience shall be with the same Government agencies listed in Item 1.3 above. The vendor's experience shall have been met with the vendor acting as the prime contractor in providing GPS software or equipment. Anytime Beta testing does not count toward the required experience.</p>	<p>Harnessing the power of 3M's database of tens of thousands of tracked offenders using our GPS system, Crime Tracking has proven to be an effective crime solving tool that saves officers countless investigation hours. Agencies under contract with 3M Electronic Monitoring transmit their daily crime location data to us electronically and 3M's powerful system correlates the crime times and locations with all of the GPS points in 3M's system. The system is very flexible. Using selectable fields, law enforcement uses the system to narrow the parameters for hits in order to reduce the volume of data they receive. Adjustable parameters include crime type, radius distance to crime scene, time of proximity, location proximity, and travel speed. Key Features :</p>

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1.4	(Continued)		<p>Automated correlation of crime data with tracked offenders Daily Crime Summary Reports sent to participating agencies Crime scenes can be manually entered for immediate results Unlimited number of zones around Points of Interest Automated correlation of geographic exclusion zones and tracked offenders. Mapping registered sex offenders</p> <p>All of 3M’s GPS customers have the ability to use our built in Crime Tracking software, including the representative contracts listed in section 1.3 above.</p>
1.5	General Experience	<p>The Vendor shall provide a secure confidential monitoring service center and help-desk facility. The Monitoring Center Facility and Services must have been in use for at least 12 consecutive months through one or more contracts with County, State or Federal Governmental agencies at the time of proposal submittal. This experience shall be with the same government agencies listed in Item 1.3. The Vendor shall have been the prime contractor for any contract services performed by any subcontracted monitoring service center or help-desk facility.</p>	<p>All WSCA participating agencies will have access to 3M Electronic Monitoring Center’s 24X7X365 monitoring center. 3M’s Monitoring Center, which opened in 1997, is a control center staffed with highly trained support agents, each with a phone headset and dual monitors; enabling the agents to view 3M’s software, together with the screens that officers view when calling in. Large, wall-mounted flat screens throughout the room display 3M’s server database activity, mapping screens, and the feed from building security cameras. Around-the-clock, the room’s central workstation is staffed with customer service agents and a supervisor. The MC is a secure area within the 3M Electronic Monitoring Headquarters that has limited access and multiple redundant phone and data lines. It is accessed only by the personnel that staff the Center and the engineers and technicians who maintain the equipment. The focus of this room: offender monitoring and customer support.</p> <p>3M’s secure, confidential monitoring service center and help-desk facility supports all of the representative agencies listed in section 1.3 above.</p>
1.6	General Experience	<p>The Manufacturer shall have an ISO 9001 certification.</p>	<p>3M Electronic Monitoring has earned registration to the ISO 9001:2008 standard.</p>
1.7	General Experience	<p>The device and accessory items shall be currently registered and approved by the Federal Communications Commission (FCC).</p>	<p>3M™ One-Piece GPS Offender Tracking Device: FCC ID NC3WMTD3418 3M™ Two-Piece GPS Offender Tracking Device: FCC ID NC3XT41433 3M™ Home Curfew Base Unit: LSQ-SBU2000418 3M™ 2 Way Bracelet: FCC ID LSQTRX900F4 3M™ 1 Way Bracelet: NC3BTR3000</p>

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2.0 SECTION B Monitoring Center Facility and Monitoring Center Interactive Services			
Item	Function	Description	Describe how Vendor meets or exceeds specifications
2.1	Facility	Deleted.	
2.2	Facility	The Vendor's monitoring center shall have a permanently installed and functioning emergency backup power source, independent of its main power source, capable of maintaining continuous operations, for a minimum of forty-eight (48) hours, in the event of failures of normal utility power. If power is not restored, a back-up monitoring center service is activated within 60 minutes.	The 3M Electronic Monitoring Secure Data Center (SDC) and Monitoring Center, located in our primary facility in Odessa, are the heart of our operations. The SDC is a state-of-the-art, purpose built, 800 square foot, reinforced concrete facility located within our headquarters with secure limited access, redundant HVAC, dual UPS, redundant power supply (380 KVA generator), and multiple data and voice communication lines all housing more than 50 primary and backup servers and storage devices. The capability of this facility is augmented by our redundant backup and load sharing (always live) facility located at Peak 10 in Jacksonville, Florida and following are some of the sustainability specifications of both facilities: Even in the event of a complete loss of utility power, our Data Center will experience zero downtime. Our backup power and redundancy is tested every week. For power interruption protection, we have a UPS and back-up generator capable of supplying 150% of the power required to operate our facility at full capability indefinitely. Additionally, the SDC is equipped with two Eaton 15 KW uninterruptable power supplies, each capable of powering the SDC and Monitoring Center equipment for approximately 30 minutes, more than long enough for our 380KVA Caterpillar generator to come on line. The Generator is connected to an automatic transfer switch that automatically starts up the generator, allows it to stabilize for one minute, and then switches the entire building power to the generator. The generator is equipped with a 1,500 gallon diesel tank, sufficient for 5 days of continuous use at full capacity. The building only requires about 60% of the generator's capacity for full operations. We have a contract with a bonded provider of diesel fuel who guarantees delivery within 24 hours. We exercise the switchover from utility power to UPS to backup generator as described above every week as part of routine operations and we stock key replacement parts for this equipment on site.
2.3	Facility	The Vendor's Monitoring Center shall have ventilation and temperature controls adequate to ensure proper functions of the monitoring center hardware.	3M's Monitoring Center is ventilated and equipped with a redundant Liebert cooling system and dual controllers. Our backup facility also employs multiple layers of redundant cooling systems.

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2.4	Facility	The Vendor's Monitoring Center's physical security features at a minimum shall include closed circuit camera system and limited access doorways. Describe other features to ensure physical security.	Both of our Monitoring Centers are secure physical areas with limited access; our primary Monitoring Center is located within our headquarters in Odessa, Florida. Both Centers have a closed-circuit camera system covering the entire facility inside an out and limited access doorways. We employ multiple additional physical controls to ensure that only authorized 3M employees have access to our Monitoring Centers. The facilities are, equipped with an alarm system, and monitored by a security company. They are also equipped with an operational fire protection system that has a tamper-proof dedicated circuit with no exposure to any person or thing that could alter or damage the line and our security procedures and protocols are certified by a third-party source. At our primary facility, the front door has a physical lock and the lobby door has an 800-pound magnetic lock secured with RFID card reader. All other facility doors require RFID plus 4+ digit access code. We go to these lengths to ensure the security of Monitoring Center operations for our agencies.
2.5	Facility	The Vendor shall have a secondary (backup) Monitoring Center capable of providing full operational functions in the event the primary monitoring center is disabled. The secondary monitoring center shall be located sufficiently distant from the primary center, such that it is unlikely to be adversely affected by a manmade or natural event or loss of electrical or communications services that would disable the primary Monitoring Center.	We house a secondary always-running Monitoring Center co-located with our backup SDC at Peak 10 in Jacksonville, Florida, that is fully redundant and capable of providing full operational functions in the event the primary Monitoring Center is disabled. Every year prior to hurricane season (as part of our business continuity plan), we switch all operations to our secondary facility to test and ensure readiness. The Jacksonville location is particularly desirable because the telephone company's Network Operations Center (NOC) for Jacksonville is located in Atlanta, whereas the NOC for Odessa, FL is located in Orlando. The advantage to the separation of NOCs is that it virtually eliminates the possibility of a total network failure at both facilities simultaneously.

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2.6	Facility	The Vendor shall maintain redundant inbound and outbound communication services, provided by distinct carriers and/or methods, such that the failure of the primary service or method shall not adversely affect the secondary (backup) service or method.	To accommodate communication from thousands of devices daily, we have 96 phone lines, an OC12 fiber connection, eight T1 trunks for data and backup voice communications, and multiple Internet service providers for our Monitoring Center. For communications, our primary service provider is Verizon, one of the most reliable facilities-based networks in the world. In addition, we have multiple backup providers at both our primary and backup facilities, including Bell Atlantic, AT&T, Bright House Cable (VoIP) and an additional layer of redundancy provided by our AT&T and T-Mobile wireless phones in the event that all landlines go down. The redundant phone and data line connections are multiple paths from separate telecom providers with the primary service being dual-fiber connections.
2.7	Facility	The Vendor shall perform complete support of all interface hardware and software equipment (within the monitoring center) necessary to ensure provision of the service for the duration of the contract.	3M's Monitoring Center representatives are trained to support the entire electronic monitoring suite of products and services including the 3M™ Web-Based Electronic Monitoring Management Software that runs both our one and two piece GPS products. Monitoring Center representatives also undergo continuous refresher and advanced training courses to keep up to date on the full functionality of our robust EM Manager software and all a 3M electronic monitoring hardware.
2.8	Facility	The Vendor shall provide the Agency a contact number, accessible twenty (24) hours a day, seven (7) days a week for the purpose of reporting problems that might be experienced.	All user agencies have access to our 24x7x365 monitoring center via a toll free number. Additionally, agencies have an Account Manager to assist with any issues that might arise.
2.9	Facility	In the event any component of the Vendor's monitoring center service becomes inoperable, the Vendor shall immediately notify the Agency Program Manager or designee by telephone, but no later than thirty (30) minutes after service failure.	3M Electronic Monitoring will notify the Agency Program Manager or designee by telephone within 30 minutes of service failure.
2.10	Services	The Vendor's back up Monitoring Center must be activated within 60 minutes of initial system failure or disaster.	Our primary operation can be switched to our redundant Monitoring Center at Peak 10 in Jacksonville in far less than 60 minutes. We don't need to activate a backup facility because our secondary Monitoring Center in Jacksonville is always-running. The benefit to agencies of this architecture is in the enhanced redundancy and sustainability of their electronic monitoring operations.

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2.11	Services	The Vendor's primary Monitoring Center shall be fully operational and staffed adequately to support the operations of this Contract, twenty four (24) hours a day, 365 days per year, with highly skilled technicians that have completed a minimum of 40 hours initial training and ongoing annual training. Staffing levels must meet the device ratio for the Agency activated equipment.	3M's Monitoring Center is fully operational and fully staffed 24 hours per day, 365 days a year. Our Monitoring Center representatives begin their employment with 4 weeks (160 hours) of initial training. Advanced and refresher training begins at their 90th day of employment and occurs every 30-60 days for the duration of their employment. Our MC will always be fully staffed and will meet the device ration for the Agency activated equipment. In addition, our MC has Bilingual Specialists in the Spanish, French, and Creole languages. Shift Supervisors are always on shift to supervise customer service agents and handle escalated calls. We have a dedicated Quality Assurance Coordinator whose job is to maintain high standards of service.
2.12	Services	The Vendor must provide a staffed communication system utilizing an 800-telephone number an 800- number fax, and email access, available 24-hours per day, 365 days per year at no additional charge to the Agency for technical, analysis, and application assistance.	3M Electronic Monitoring's fully staffed monitoring center is available 24 hours per day, 365 days a year, via a toll-free telephone number, fax, or email at no additional charge to the Agency. Monitoring Center representatives are always available for technical support, point and alarm analysis, application assistance, and general support for all of our software and hardware products.
2.13	Services	The Vendor's Monitoring Center must be able to support interactive queries from authorized Officer's and/or authorized law enforcement agencies, (including an offender's location by date range and/or time range when requested), within 5 minutes.	3M's monitoring center is able to support interactive queries from officers and law enforcement agencies within 5 minutes. Additionally, MC personnel are not measured by time of call, rather they are encouraged to spend the time necessary to resolve all Officer issues.
2.14	Services	The Vendor's Monitoring Center Service must be able to provide for offender enrollments and scheduling to be performed via direct telephone request (password accessible) when Agency staff (officer) does not have immediate access to an internet connection.	3M Electronic Monitoring's fully staffed monitoring center has been available continuously, 24 hours per day, 365 days a year, via a toll-free telephone number, fax, or email since 1997. Monitoring Center representatives provide for offender enrollments, schedule changes and numerous other services via direct telephone request
2.15	Services	The Vendor's Monitoring Center Service should be able to enroll or deactivate GPS tracking services for an offender within 30 minutes after receipt of request by fax, telephone or e-mail notification from an the Officer.	3M's monitoring center staff enrolls or deactivates GPS tracking services for an offender within 30 minutes after receipt of request by fax, telephone or email notification from an officer or as determined by customized protocol with an Agency.

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2.16	Services	The Vendor's Monitoring Center Service must maintain accurate and concise historical logs of all telephone, text message, emails and fax calls attempted and completed, including date, time, and the associated incident. The Vendor shall make these logs available to the Agency upon request.	Our monitoring center maintains all records indefinitely including telephone calls (inbound and outbound recordings), SMS messages from our system, email and fax calls attempted and completed. These historical records include date, time, and violation/alarm. These logs are made available to agencies upon request. Many of these records are available on demand from the Reports tab in our EM Manager software.
2.17	Services	The Vendor's Monitoring Center Service must provide immediate notification via, text message or email 24 hours a day, seven days a week to designated Agency staff when an alert notification is generated. The Vendor's monitoring service shall include the capability to administer a phone call by a live staff person in the monitoring center in response to designated priority alert notifications, at an additional fee.	3M's Monitoring Center service provides immediate notification via email, text message, fax, or page 24 hours a day, seven days a week to designated Agency staff when an alert notification is generated. Our monitoring service includes the capability to administer a phone call by a live monitoring center representative in response to designated priority alert notifications at an additional fee. Currently 3M's monitoring center provides priority phone notifications for over 3000 offenders and have the ability to customize a unique protocol for a participating Agency.
2.18	Services	The Vendor's Monitoring Center service must triage alerts, including triaging and responding to alerts with direct contact to both Agency staff and offenders for resolution as defined by the Agency. The Monitoring Center service must have the ability to escalate an alert notification if the officer does not acknowledge the notification within an Agency-specified time to the next Agency designated contact. In the event an alert notification is unresolved, the Vendor's Monitoring Center service shall be responsible for contacting the Agency's designated officer via, text message, fax, email or phone. The means or mode of contact shall be at the Agency's discretion. These services shall be provided twenty-four (24) hours 7 days a week. The Vendor's Monitoring Center Alerts will be triaged and responded to for up to three (3) alert notifications, (i.e. bracelet strap, low battery, zone violations), additional alerts will be priced on an optional price plan.	3M's monitoring provides triage alerts by responding to alerts with direct contact to both Agency staff and offenders for resolution as defined by the Agency. As an example, 3M currently provides this service for the Florida Department of Corrections. Our closed loop notification provides the ability to escalate an alert notification if the officer does not acknowledge the notification within an Agency-specified time to the next Agency designated contact. In the event an alert notification is unresolved, 3M's monitoring center representatives contact the Agency's designated officer via the communication determined by protocol specific to the participating Agency. These services are offered 24 hours a day, 365 days a year.

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2.19	Services	The Vendor's Monitoring Center Service must provide the capability for every human voice call in and out of the system to be recorded with a transaction record that indicates the called number or calling number, and the result of the call. This information shall be made available to the Agency Program Manager at the Agency's request.	3M's monitoring center records every human voice call into and out of the monitoring center. Each call is time and date stamped and indicates the called number and calling number. Our case management system is input with the result of the call. Case Management is available upon logging in to EM Manager. Recorded call information is always available to the Agency Program Manager by request through their Account Manager who can often simply send the call recording via email depending upon the size of the file.
2.20	Services	The Vendor's Monitoring Center must provide an initial response to pre-determined alert notifications to troubleshoot and resolve the notifications per established protocols as agreed to by both the Agency and the Vendor and optional price plan.	Since September 2007, 3M's full service monitoring center has provided initial response to alarm notifications. For the WSCA contract, 3M will provide an initial response to pre-determined alert notifications to troubleshoot and resolve notifications per established protocols as agreed to by both the Agency and the Vendor and optional price plan. As an example, currently we provide this service for the Florida Department of Corrections 3000+ offenders. When an alarm notification is received in the MC, agents utilize the offender's contact information and call the offender to troubleshoot and resolve the alarm. According to currently established protocols, if contact is made, the agent will query the offender with a series of Department-specified questions to determine the cause of the alarm and instruct the offender on the proper method to clear the alarm, as well as on how to prevent it from occurring again. All steps taken are noted in 3M's Case Management system. These services are provided around the clock and 365 days per year.
2.21	Services	The Vendor's Monitoring Center service must be able to tailor the level of alert notification to the Agency or individual needs or protocols.	All of 3M's alert management is customizable based on the Agency's needs and protocols. Each Agency is treated as a unique contract, not bound by protocols and procedures used on other contracts. 3M will work with an Agency to develop a unique set of protocols that best support the needs and goals of that particular program.

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2.22	Services	<p>The Vendor's Monitoring Center must be responsible to maintain a call tree to be utilized when contacting Agency staff to report alert notifications pursuant to established protocols and optional price plan.</p>	<p>3M can provide phone call escalation on all unacknowledged alarm notifications. Part of the process is employing a manual call tree protocol that is linked to the assigned officer of the enrolled offender that generates an alarm. When the Monitoring Center receives notification that an acknowledgement has not been received and has expired, a MC agent will follow an established Call Tree procedure to inform Department staff.</p> <p>The Agency will provide the Call Tree information to 3M's Monitoring Center staff. It includes a contact list for normal business hours and for after hours/weekends/holidays—essentially two different call trees. The Monitoring Center agent begins the call process with contact #1 and continues making phone calls, working down the list until making contact. The individuals answering the call must supply the Monitoring Center agent with a 3M Electronic Monitoring issue User ID and Security Code in order to validate themselves as authorized The Consortium personnel. During the process, the MC agent will make two attempts at each number as he/she works down the list, documenting each attempt along the way in Case Management. Once Contact is made with the proper security codes provided, the process is complete. All calls are recorded and stored. The Call Tree is an option accessible by users through Reports so that officers or, if asked, Monitoring Center agents can view, edit, update or modify either list. This notification process has proven to be an effective means of verifying the delivery of critical alert notifications.</p>
2.23	Services	<p>In the event of an alert violation, the monitoring center service must provide to the Officer, at a minimum the Offender's name, type of violation, time of violation, and the time and location of the Offender's last known location.</p>	<p>In the event of an alert notification, 3M's monitoring center agents can provide the Offender's name, type of violation, time of violation, and the time and location of the Offender's last known location. The monitoring agent can also download points to the device to give the officer the offender's most current position during the call.</p>

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3.0	SECTION C Data Center, Data Storage, and Data Access		
Item	Function	Description	Describe how Vendor meets or exceeds specifications
3.1	Data Center	The facility housing the Data Center(s) must have multiple physical security features. Describe the physical security features that protect the Data Center and agency data.	3M's facility, equipment, data transmissions, and data storage are on a secure site with limited access. The facility itself is equipped with an alarm, a closed circuit TV system, and is monitored by a security company. It is also equipped with an operational fire protection system that has a tamper-proof dedicated circuit with no exposure to any person or thing that could alter or damage the line. Our security procedures and protocols are certified by a third-party source. Our security procedures and protocols are certified by a third-party source. All building entrances require an RFID badge and a key code to enter. Only personnel with proper access can enter our secure Monitoring Center and only two employees have access to our Secure Data Center. The Secure Data Center has an additional access only door (only 2 people have access) and is surrounded by bullet proof glass.
3.2	Data Center	The Vendor's Data Centers must have ventilation and temperature control adequate to ensure proper functions of the Monitoring Center hardware.	Our Center is ventilated and equipped with dual, redundant Liebert cooling systems and dual controllers. Our backup facility also employs multiple layers of redundant cooling systems.
3.3	Data Center	The Vendor's Data Centers must have multiple redundant back-up generators.	The 3M Electronic Monitoring Secure Data Center (SDC) and Monitoring Center, located in our primary facility in Odessa, are backed up with multiple back-up diesel generators. The SDC is a state-of-the-art, purpose built, 800 square foot, reinforced concrete facility located within our headquarters with secure limited access, redundant HVAC, dual UPS, redundant power supply (380 KVA generator), and multiple data and voice communication lines all housing more than 50 primary and backup servers and storage devices. The capability of this facility is augmented by our redundant backup and load sharing facility located at Peak 10 in Jacksonville, Florida and following are some of the sustainability specifications of both facilities: Even in the event of a complete loss of utility power, our Data Center will experience zero downtime. Our backup power and redundancy is tested every week. For power interruption protection, we have a UPS and back-up generator capable of supplying 150% of the power required to operate our facility at full capability indefinitely. Additionally, the SDC is equipped with two Eaton 15 KW uninterruptable power

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3.3	(Continued)		<p>SDC is equipped with two Eaton 15 KW uninterruptable power supplies, each capable of powering the SDC and Monitoring Center equipment for approximately 30 minutes, more than long enough for our 380KVA Caterpillar generator to come on line. The Generator is connected to an automatic transfer switch that automatically starts up the generator, allows it to stabilize for one minute, and then switches the entire building power to the generator. The generator is equipped with a 1,500 gallon diesel tank, sufficient for 5 days of continuous use at full capacity. The Jacksonville facility utilizes two diesel generators for back-up power, giving our system a total of three generators for redundancy. We exercise the switchover from utility power to UPS to backup generator as described above every week as part of routine operations and we stock key replacement parts for this equipment on site.</p>
3.4	Data Center	<p>The Vendor must have redundant Data Centers located a sufficient distance apart in the event of a disaster of the local area.</p>	<p>The Jacksonville backup facility is more than 200 miles from our primary facility. This is important because the telephone company's Network Operations Center (NOC) for Jacksonville is located in Atlanta, whereas the NOC for Odessa, FL is located in Orlando. The separation of NOC's virtually eliminates the possibility of a total network failure at both facilities simultaneously. As the industry leader, we believe this provides 3M, and more importantly our customers, with unequaled uptime capability.</p>
3.5	Data Center	<p>All back-up systems in the Data Centers must be tested regularly.</p>	<p>3M Electronic Monitoring tests all back-up systems in the Data Centers on a weekly basis and verifies all required maintenance is current.</p>
3.6	Data Center	<p>The Vendor's system must provide for 100% redundancy to avoid unnecessarily excessive downtime due to hardware or software issues. In the event of data disruption, the secondary Data Center must be activated within 10 minutes of initial system failure.</p>	<p>Even in the event of a complete loss of utility power, our Data Center will experience zero downtime. Our backup power and redundancy is tested every week. For power interruption protection, we have a UPS and back-up generator capable of supplying 150% of the power required to operate our facility at full capability indefinitely. Additionally, the SDC is equipped with two Eaton 15 KW uninterruptable power supplies, each capable of powering the SDC and Monitoring Center equipment for approximately 30 minutes, more than long enough for our 380KVA Caterpillar generator to come on line. The Generator is connected to an automatic transfer switch that automatically starts up the generator, allows it to stabilize for one minute, and then</p>

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3.6	(Continued)		switches the entire building power to the generator. The generator is equipped with a 1,500 gallon diesel tank, sufficient for 5 days of continuous use at full capacity. The building only requires about 60% of the generator's capacity for full operations. We have a contract with a bonded provider of diesel fuel who guarantees delivery within 24 hours.
3.7	Data Storage	The Vendor must ensure that all records (automated or hard copy files) remain the property of the Agency and upon request shall be returned within 30 days, in the event the contract is canceled or terminated.	Multiple copies of client data exist on our —hot redundant database servers and multiple disk RAID arrays. The data is also backed up to LTO Ultrium tapes on a daily basis. 3M's position on offender data is that it belongs to our client agencies: We house it for them with backups, archiving, and security protection as a service to our clients. 3M will gladly give an Agency its data at any time via exported data file, hard copy print out, magnetic tape, CD, or XML format. Upon contract termination, this request will be completed within 30 days. We still maintain and can make available the first tracking point recorded in 1997.
3.8	Data Storage	The Vendor's system must ensure that all data be recorded with a historical transaction record and stored/archived for retrieval/backup in a database when requested by Agency personnel in accordance with the following: All historical data must be centrally stored and accessible for reporting purposes; This information must be available for reporting in a standard transaction file format.	3M's system records all data with a historical transaction record that is stored and archived for retrieval in a database when requested by an Agency. 3M will gladly give an Agency its data at any time via exported data file, hard copy print out, magnetic tape, CD, or XML format.
3.9	Data Storage	a. All historical data must be centrally stored and accessible for reporting purposes;	Multiple copies of client data exist on our —hot redundant database servers and multiple disk RAID arrays. All historical data can be accessed by a customer. Generally, several years of data is available to a customer on a daily basis. If it is over a certain age, the data may need to be requested through the Agency's account manager and can usually be provided within a very short time frame.
3.10	Data Storage	b. This information must be available for reporting in a standard transaction file format; and	3M will gladly give an Agency its data at any time via exported data file, hard copy print out, magnetic tape, CD, or XML format.
3.11	Data Storage	c. All current and historical data files must be retained for a minimum period of seven (7) years and this information shall be available at no charge to the Agency.	3M Electronic Monitoring maintains all current and historical data indefinitely. It is available to the Agency upon request at no charge.

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3.12	Data Storage	The Vendor’s Data Centers must have duplicate computers with the ability to, at a minimum, permit restoration of data collection and user monitoring services within ten (10) minutes after computer failure. The Monitoring Center must have duplicate data storage devices with automated fail-over and automatic reestablishment of the duplicate databases upon replacement of the failed storage device.	Multiple copies of client data exist on our “hot” redundant database servers and multiple disk RAID arrays. The data is also backed up to LTO Ultrium tapes on a daily basis. All servers write tracking data to four Raid 10 arrays (two each, Odessa and Jacksonville) and one Raid 1 array (Odessa), providing four levels of high availability redundancy. The hardware framework is network-based and provides almost unlimited scalability. The server supports all hardware, software and peripheral requirements, with sufficient ports for full functionality. We have two backup environments —”high availability” (HA) and “disaster recovery” DR). In the SDC, we have a cluster of 27 primary and 27 HA backup servers that provide the processing power for our system. At a minimum, our system will permit restoration of data collection and user monitoring services within ten minutes after computer failure.
3.13	Data Storage	Upon request from the Agency, the Vendor must provide the most up-to-date complete copy of the System database, including historical data, the data dictionary, file layouts, code tables, code values, data relationships, keys, and indices, etc., in a format to be determined by the Agency.	3M’s position on offender data is that it belongs to our client agencies: We house it for them with backups, archiving, and security protection as a service to our clients. Upon request, 3M will gladly give an agency its complete database schema and all data related to the customer’s account, at any time via exported data file, hard copy print out, magnetic tape, CD, XML format, or another format of the agency’s choosing.
3.14	Data Access	The Vendor shall not release or reveal any GPS data, program information, operation protocols, implementation plans, training material, report(s), publication(s), updates, and/or statistical data related to the GPS Program to any entity, to include non-GPS Agency personnel, without prior written approval from the Agency Program Manager.	3M believes all electronic monitoring data, including GPS program information, operational protocols, implementation plans, Agency reports, Agency publications, Agency updates, and any statistical data related to a particular GPS program, belongs to the Agency; it is not our data to share. Confidentiality is the cornerstone of our system. 3M’s training material is often submitted with RFP responses, but no material specific to a particular Agency would be shared with anyone other than an Agency’s designee, unless we receive written approval from the Agency Program Manager.
3.15	Data Access	The Vendor must maintain unaltered recorded data of offender violations, to be accessible in original form and substance for utilization as physical evidence for prosecution.	3M maintains unaltered recorded data of offender violations, accessible in original form. None of the data ever recorded during the offender violations is ever altered by us.

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3.16	Security	The Vendor's Data Centers must have on-site in-person security 24 hours a day, 7 days per week. The system shall provide security features, which prevent unauthorized individuals from accessing any information held by the Vendor. Secure access to the system shall be maintained at all times.	Both 3M's main Data Center and our redundant Data Center have on-site, in person security 24 hours a day, 365 days per year. Our main facility has card access doors, a secondary card access door, and bulletproof glass as well as card CCTV in every area. Our secondary facility also has 3-factor authentication with card access, PIN number, and biometric fingerprint as well as CCTV in area.
3.17	Security	The Vendor must maintain security policies and procedures for its network security, application security, data transmission security, data storage security, and physical security. While it is not necessary for the vendor to submit these documents with proposal, they must be provided to any requesting agency post award.	3M maintains our Security Procedures and Controls plan that covers all security policies and procedures for 3M's network security, application security, data transmission security, and physical security. 3M is willing to provide this document to any requesting Agency post award.
3.18	Security	The Vendor shall provide secure transmission and storage of GPS data and must ensure that all data, data transmissions and data storage is kept confidential.	3M's web-based software interface is completely secure at all times, preventing unauthorized individuals from accessing any information. EM Manager transmits data through an encrypted Internet connection using Secure Socket Layers (SSL) — the de-facto standard for data protection. We use 128-bit SSL encryption and currently we are investigating 256-bit AES encryption (absolutely unbreakable). Users with valid usernames and passwords can login and use our system to enroll, schedule, and review offender behavior, rules, and violations, enter case management notes, and generate data-rich reports. As an additional security feature, a login times-out after thirty minutes of idle time, but returns the user right back to his/her last location immediately upon logging in again. Communication between all monitoring devices and 3M's Surveillance Data Center is encrypted using 64-bit private key encryption; then our encryption is encrypted a second time during transmission, using the GSM A5 algorithm. The encryption scheme used is common to all 3M proprietary communications.

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3.19	Security	The Vendor's facility, equipment, data transmissions, and data storage shall be secure. At a minimum, the Vendor's facility shall be alerted and monitored by a local law enforcement Agency or security company. The alert line shall be a tamper-resistant dedicated circuit and shall not be exposed to any person or thing that could alter or damage the line. The Monitoring Center shall be equipped with automated fire detection and suppression equipment.	3M's equipment, data transmissions, and data storage are on a secure site with limited access. The facility itself is equipped with an alarm and is monitored by a security company. It is also equipped with an operational fire protection system that has a tamper-proof dedicated circuit with no exposure to any person or thing that could alter or damage the line. Our security procedures and protocols are certified by a third-party source.
3.20	Security	The Vendor shall maintain a written Disaster Recovery Plan to cover power failures, telephone system failures, local equipment failures, flood or fire at the Monitoring Center and Data Center continued continuity of operations. While it is not necessary for the vendor to submit these documents with proposal, they must be provided to any requesting agency post award.	3M maintains our Business Continuity and Disaster Recovery Plan to document the strategies, personnel, and resources that will be used to respond to a business interruption affecting our company. The plan covers all system failures including hardware, software, telephone, computer, and network as well as natural disasters. 3M is willing to provide this document to any requesting Agency post award.
4a.0	SECTION D Equipment Requirements – single body-attached device		
Item	Function	Description	Describe how Vendor meets or exceeds specifications
4a.1	Equipment	Vendor is bidding the following one-piece body-attached device and the accessories identified in the Price Worksheets. The responses to these specifications are for this equipment. One-piece Body-attached Device: Mfg.: <u>3M Electronic Monitoring</u> Brand/Model: <u>3M™ One-Piece GPS Offender Tracking Device</u>	3M™ One-Piece GPS Offender Tracking Device manufactured by 3M Electronic Monitoring and all accessories and consumables needed to attach and detach from an offender.
4a.2	Equipment	The Vendor shall provide, at their own expense, all systems and equipment (software and hardware) required for the service delivery, regardless of the actual number of units including but not limited to:	3M Electronic Monitoring agrees to provide all systems and equipment (software and hardware) required for the service delivery, regardless of the actual number of units.
4a.3	Equipment	a. A system with a database to monitor offender activity;	3M offers the One-Piece GPS Offender Tracking device that is supported by the 3M™ Web-Based Electronic Monitoring Management Software (database and software),

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4a.4	Equipment	b. All monitoring units (transmitter, receiver/dialer and other related equipment) to communicate location data to the Vendor's system;	3M offers the 3M™ One-Piece GPS Offender Tracking Device that communicates data to our system via a cellular modem as well as with an optional "data charger" that allows our 1 Piece device a land line back up option.
4a.5	Equipment	c. All software and hardware required to access the Internet, with the exception of Agency personal computers; and	3M offers the 3M™ Web-Based Electronic Monitoring Management Software to enroll and monitor the 3M™ One-Piece GPS Offender Tracking Device. The only additional hardware needed is an Agency supplied computer.
4a.6	Equipment	d. All labor, materials, equipment, cellular wireless service costs and consumables necessary to perform GPS tracking services on an as-needed basis.	3M's pricing includes all labor, materials, equipment, cellular wireless service costs, and consumables necessary to perform GPS tracking services on an as needed basis.
4a.7	Equipment	All equipment and systems furnished shall be standard products supplied by the Vendor, shall be in proper working order, clean and free from defects of features affecting appearance, serviceability, or the safety of the offender in normal intended use.	All of the products in 3M's suite of electronic monitoring equipment are standard products supplied by 3M. Our production and quality department verify that all equipment is in working order, clean and free from defects of features affecting appearance, serviceability, or the safety of the offender in normal intended use, before we ship equipment to an Agency.
4a.8	Equipment	The Vendor shall provide only equipment that meets the highest levels of ruggedness, durability and performance available, when considering the following: operating temperature, stored temperature range, temperature cycling, shock and vibration, water resistance or waterproofing, operating humidity range, stored humidity range and tamper resistance.	All proposed equipment is in compliance with all mandated safety standards and have the necessary FCC Grants and UL Certification. 3M provides only equipment that meets the highest levels of ruggedness, durability, and performance available. We are willing to provide testing data upon request of an Agency post award.
4a.9	Equipment	The device shall be a one-piece body-attached device. Performance information and product literature may be included in Vendor's proposal response.	The 3M™ One-Piece GPS Offender Tracking Device is a one-piece body-attached device currently tracking tens of thousands of offenders worldwide. Please see product literature in proposal binder.
4a.10	Equipment	The Vendor shall provide equipment that meets market safety standards and presents no health or safety hazards to staff and/or offenders.	3M only provides equipment that has gone through significant testing periods and meets market safety standards and presents no health or safety hazards to staff or offenders.
4a.11	Equipment	The device identified by the Vendor above shall be the latest proven reliable technology and meet the requirements specified in Items 1.2 and 1.3 above.	The 3M™ One-Piece GPS Offender Tracking Device is the latest version of our 1 Piece tracking device. It is proven and reliable, the most widely used tracking device in the world; currently tracking tens of thousands of offenders.
4a.12	Equipment	The device shall not have any sharp edges and shall be designed so not to cause excessive chafing or bruising.	The 3M™ One-Piece GPS Offender Tracking Device is manufactured using hypoallergenic material for the housing and does not have any sharp edges nor will not cause any type of chafing or bruising to a wearer.

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4a.13	Equipment	The device shall use Global Position Satellites and the cellular telephone network to track and report the location(s) of offenders both at home and in the community, regardless of location. Passive, Hybrid, and Active devices must be the same one-piece body-attached device securely attached to the ankle.	The 1 Piece is an autonomous GPS device attached securely to the ankle, capable of four supervision levels in one device—Active, Passive, Hybrid, and RF. The unit contains a GPS receiver that gives it the capability to calculate its exact position using data transmitted by the U.S. Government’s Global Positioning System satellites to establish and track an offender’s location. To report its data to our server, the 1 Piece uses the AT&T or T-Mobile’s GSM cellular network to track and report the location of offenders. An optional data charger is available to utilize a back up landline option in the event of a loss of cellular coverage or due to poor cellular coverage in a particular location.
4a.14	Equipment	Active GPS shall be a service level that must collect a tracking point at least once every minute, and must report information via the cellular network at least once every fifteen (15) minutes and must report tampering and zone violations immediately. Devices proposed for Active GPS that utilize less frequent intervals shall be rejected and not evaluated.	3M Electronic Monitoring’s tracking devices track offenders at the same rate Active or Passive, the only difference is how often it calls in to report the violations. With Active tracking, the device tracks an offender every minute in motion and compliance and every 15 seconds when in violation, and the device calls the data center to report the data based on an Agency’s preference (this can be every fifteen minutes) and immediately upon any violation. The devices can be manually “pinged” to call in if an offender needs to be located, anytime, on demand.
4a.15	Equipment	Passive GPS shall be a service level that collects a tracking point at least once every one minute, and must report information via a cellular or landline telephone at least once every twelve (12) hours.	3M Electronic Monitoring’s tracking devices track offenders at the same rate Active or Passive, the only difference is how often it calls in to report the violations. With Passive tracking, the device tracks an offender every minute in motion and compliance and every 15 seconds when in zone violation, and the device calls the data center to report the data every 6 hours. The devices can be manually “pinged” to call in if an offender needs to be located, anytime, on demand, even in Passive mode.
4a.16	Equipment	Vendors must offer at least one hybrid service plan that collects a tracking point once every minute and reports information via the cellular network at least once every 30 minutes. Other hybrid plans may be offered as an “optional” service with separate pricing and description of frequency of tracking points and reporting intervals for each plan proposed.	3M Electronic Monitoring’s tracking devices track offenders in “Hybrid” or “Alert” mode at the same rate as Active or Passive, the only difference is how often it calls in to report the violations. With Hybrid tracking, the device tracks an offender every minute in motion and compliance and every 15 seconds when in zone violation, and the device calls the data center to report 2 customer selected alerts immediately upon violation. Other violations are reported via the regular scheduled call interval (which can be 30 minutes). The devices can be manually “pinged” to call in if an offender needs to be located, anytime, on demand, even in Hybrid mode.

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4a.17	Equipment	Active GPS includes the ability of the device to be remotely contacted to force the device to instantly locate and call back with its data immediately. Vendor shall include unlimited instant cellular locates at no additional costs.	The devices can be manually “pinged” to call in and report its data, anytime, on demand, in Active, Passive, or Hybrid modes. Unlimited instant cellular locates are included at no additional cost.
4a.18	Equipment	All devices must be capable of utilizing unlimited alternative location tracking using the cellular network in the absence of GPS at no additional costs.	3M’s 1 Piece has a feature called Tower Based Tracking (TBT) which supplements the primary tracking capability by providing an alternate and automatic means of location tracking when the GPS signal is masked or obscured. Using TBT, the device calculates its geographic position from the signal provided by one or more cell towers in its proximity. 3M’s TBT is always available and requires no manual intervention. It is provided with no limitations and there is never an additional charge for it.
4a.19	Equipment	Describe how the web based system reflects the alternative tracking verses GPS tracking and how the location indicators on the map differentiate between the two.	The 3M™ Web-Based Electronic Monitoring Management Software reflects the Tower Based Tracking alternative tracking with an orange square icon that contains a picture of a cellular tower. As the offender is tracked only using the TBT system, the orange cellular tower icon appears along the path the offender is taking. GPS points are illustrated as green or red dots on the map (depending on whether or not the offender is in violation).
4a.20	Equipment	The system shall have the capacity to convert a device between active and passive mode without removal from the Offender or requiring a change of equipment.	3M Electronic Monitoring’s tracking devices track offenders at the same rate, using the same equipment, Active, Passive, or Hybrid. The only difference is how often the device calls in to report the violations and this is based on commands from the software, not hardware.
4a.21	Equipment	The device shall be small, light, and not restrictive and can be attached to the offender in a manner that will not impede normal activities or work. It shall attach securely around the ankle of the offender.	The 3M™ One-Piece GPS Offender Tracking Device has the following measurements: 2.92 inches x 4.38 inches x 1.89 inches. The device weights 6 ounces and is easily securely attached around the ankle of the offender without any tools. The device is small, light, and unrestrictive to normal daily activities and work.
4a.22	Equipment	The device shall not pose a safety hazard nor unduly restrict offenders’ activities.	The 1 Piece device does not pose a safety hazard nor does it restrict offenders’ activities.
4a.23	Equipment	All equipment assigned to the offender shall be manufactured to allow for repeated proper sanitization. The Vendor shall provide instructions to sanitize the equipment, including recommended cleaning agents and methods.	The 1 Piece device allows for repeated sanitization. We recommend cleaning with Lysol or Amphyl disinfectant products. We will provide instructions to sanitize the equipment during officer basic training or upon request from any Agency post award.

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4a.24	Equipment	The device components are quickly removable by a trained officer and are not easily removable except by an officer with the correct equipment.	Both 3M's 1 and 2 piece tracking devices are quickly removable by a trained officer and not easily removable except by an officer with the correct equipment. Please find in Attachment H-10 the 1 Piece Activation and Removal Guide which illustrates ease of equipment removal.
4a.25	Equipment	All communications to and from the device shall be encrypted.	Communication between all monitoring devices and 3M's Surveillance Data Center is encrypted using 64-bit private key encryption; then our encryption is encrypted a second time during transmission, using the GSM A5 algorithm. The encryption scheme used is common to all 3M proprietary communications.
4a.26	Equipment	The device shall be supplied with an installation kit containing all necessary equipment to install, activate or deactivate the device. At least one tool kit will be included for each 25 units in use.	3M currently provides a cutter for sizing straps and a small screwdriver for releasing the strap from the ankle worn device after it is removed from the offender. No other tools are required. We will continue to provide at least one tool kit for an Agency per 25 units in use or as needed.
4a.27	Equipment	The device shall be simple to install and have easy to understand instructions.	Both 3M's 1 and 2 piece tracking devices are simple to install and have easy to understand instructions. Both devices can be installed and activated in approximately 5 minutes. Please find in Attachment H-10 the 1 Piece Activation and Removal Guide.
4a.28	Equipment	The device shall be permanently marked with the model/serial identification numbers and will withstand exposure to common cleaning products. The vendor will replace any device without charge if the tracking number is not legible.	3M devices are permanently marked with a serial number that will not wear off and will withstand exposure to common cleaning products. 3M agrees to replace any device without charge within 3 days if the serial number is not legible.
4a.29	Equipment	The device shall be capable of tracking an offender twenty-four (24) hours a day, 7 days a week and shall be able to confirm the date, time and location of the tracking event.	Our devices track offenders continuously, 24 hours a day, 7 days a week. All data is dated and time stamped in our system and stored indefinitely.
4a.30	Equipment	The device and all additional equipment shall not be available as an open market item if this could compromise the security of the system.	All of 3M's equipment has been designed by 3M engineers specifically for the corrections market; none of our equipment is available on the open market nor is it an aftermarket configuration of commercially available equipment.

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4a.31	Equipment	The strap and circuitry shall enable the device to immediately notify the Monitoring Center of any tamper attempt or removal from the offenders' ankle.	The 3M Bracelet transmitters are affixed to the offender's ankle with a hypoallergenic strap that contains an embedded fiber optic light pipe. An encrypted IR signal is continuously transmitted through the fiber optic pipe. Any interruption or change in the signal—for instance, from the strap being cut, stretched, or pulled out of the connectors—results in a strap tamper alarm. A strap tamper will be immediately reported when a device is in Active Mode and when it is in Hybrid mode (if that is an alert selected for immediate notification). Passive devices only report data at their predetermined call interval.
4a.32	Equipment	The device shall acquire GPS within 5 minutes when placed in an outdoor environment.	Both 3M's 1 and 2 Piece tracking devices acquire GPS within 5 minutes (typically in under 1 minute) when it has a clear view of the sky.
4a.33	Equipment	The battery for the device shall hold a single charge for a minimum period of sixteen (16) hours while performing one minute GPS acquisition and downloading data to the Database System at least once every 15 minutes.	3M's 1 and 2 Piece devices will hold a single charge for a minimum period of 16 hours while collecting one minute GPS points and downloading data at least once every 15 minutes.
4a.34	Equipment	The device shall be shock-resistant.	We have an established standard for testing the 1 Piece GPS device housing and seam weld for shock resistance. We built a test fixture and every change to the device design or weld is validated with an impact test utilizing this device. Device ruggedness is documented by independent testing performed by a certified test facility.
4a.35	Equipment	The device's battery shall be able to re-charge the battery from a dead battery status to hold a single charge for a minimum period of sixteen (16) hours a maximum capacity (100% charge) in two (2) hours or less.	The 1 Piece device shall be charged for 2 hours per day to hold a single charge for about 40 hours.
4a.36	Equipment	The battery powering the transmitter shall have a guaranteed life cycle of not less than twelve (12) months. Each device shall be replaced at specific intervals to avoid device failures due to loss of battery power.	The battery in the 1 Piece GPS device has a life cycle of 12 months on leg and two years on shelf. 3M's technical services department runs reports to determine batteries in the field that need to be changed out. 3M Account Managers relay the information to their customers.

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4a.37	Equipment	The device shall be supplied with an electronic charger unit that uses a wall outlet power (alternating current) with a charging cord of a minimum of 6 feet long.	A durable, easily connected power charger is included with each device and it has a 9.5-foot cord for connecting the device to a standard 110V AC wall outlet. While many devices still have a charger that utilizes the traditional plug-in AC power connection, 3M's engineering team reinvented it. Noticing that the standard AC power connector can be easily broken by stressing the charge cord during the charge process, they designed a magnetic power cord, virtually eliminating equipment safety concerns. In the event an offender walks away from the wall outlet while charging, or another person or pet trips over the cord, the connection simply pops off and the offender is notified of the disconnect.
4a.38	Equipment	The device shall have internal diagnostics that can determine if it is operating properly and the ability to relay the information to the Vendor's Monitoring Center.	The GPS device contains internal diagnostics that run on a constant basis, evaluating power capabilities, modem functionality, GPS receiver status, processor and performance. Any irregularities are immediately reported to the server for processing and notification. Furthermore, the devices are held to a strict call-in schedule; if a scheduled call-in is missed, the Agency is notified immediately. Additionally, the device has a self-test feature that can be run prior to activation to verify the internal battery has adequate charge, the device is receiving GPS signals, the cellular modem is able to call out, and tamper points are verified to be normal.
4a.39	Equipment	The device shall be designed to prevent tracing or duplication of the signal by other electronic devices or equipment.	Communication between all monitoring devices and the Surveillance Data Center is encrypted using 64-bit private key encryption; then our encryption is encrypted a second time during transmission, using the GSM A5 algorithm. The encryption scheme used is common to all 3M Electronic Monitoring proprietary communications.
4a.40	Equipment	The device and software system should be capable of storing up to 99 zones so that zone violations can be immediately reported regardless of the call in frequency.	Our 1 Piece device and EM Manager software is capable of storing up to 99 zones. All of our devices have on board processing which means that all rules are stored in the device. This allows autonomous tracking independent of the availability of a wireless signal and communication with the server. Upon detecting a violation, the device itself goes into alarm and does not wait for the next scheduled call to the Data Center, but instantly initiates contact, downloading all tracking data.

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4a.41	Equipment	The device shall communicate to the Vendor's Software System by common cellular carrier, with the option of a secondary cellular carrier (list cellular networks proposed).	Our devices communicate to our system via the GSM cellular network through AT&T. Our back up carrier is T-Mobile. The units will roam on any AT&T and T-Mobile approved GSM network. AT&T has the best coverage available and in fact, it was recently reported that 100% of Fortune 1,000 companies use AT&T's cellular data service.
4a.42	Equipment	The device shall be waterproof, and has been independently tested against the effects of continuous immersion in water.	This tamper resistant device is housed in a rugged and hypoallergenic Lexan® case that is permanently sealed using an ultrasonic welding process. Its design creates an extremely durable case that is waterproof to a depth of 66 feet. The device has been independently tested by Qualtest, Inc. to verify the waterproofing of the 1 Piece device while continuously immersed in water. Please see Attachment H-11 for waterproofing study.
4a.43	Equipment	The device may be able to detect and record an alert feature to signal the offender by audible tone or vibration method. Describe your available features.”	The 1 Piece allows for instant communication in multiple ways, providing participants with continuous indicators of battery status, GPS status, and violation status. It also provides for receipt of communication from supervising officers, as well as for participant acknowledgement of communications and alarms, all of which are recorded and stored in 3M's system. The device utilizes a combination of LED lights and a vibration motor to communicate with the participant. Three bursts of the vibration motor notifies of violations and the alarm signal is one 10-second long vibration that the participant must acknowledge by pressing the button on the outside center of the device. The signal is customizable, prompting the participant to respond according to the pre-arranged response instruction given by the supervising officer at the time of device activation; for example, “Call me within the hour.”
4a.44	Equipment	The device shall be able to detect and record an alert feature with immediate tamper notification.	The device is able to detect and timestamp/record all alerts and provides immediate tamper notification for an officer via email, text, fax, pager or optional outbound calling. 3M's devices themselves are autonomous, meaning they have onboard processors capable of detecting instantly if the device has violated a geographic rule. Upon detection, the device itself goes into alarm and does not wait for the next scheduled call to the Data Center, but instantly initiates contact; downloading all tracking data and accelerating its point collection rate to every fifteen (15) seconds as long as the device is in zone violation.

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4a.45	Equipment	The device or system shall be able to detect and record an alert feature with immediate alert notification for inclusion and/or exclusion zone violations.	The device is able to detect and timestamp/record inclusion and exclusion zone violations and provides immediate notification for an officer via email, text, fax, pager or optional outbound calling. 3M's devices themselves are autonomous, meaning they have onboard processors capable of detecting instantly if the device has violated a geographic rule. Upon detection, the device itself goes into alarm and does not wait for the next scheduled call to the Data Center, but instantly initiates contact; downloading all tracking data and accelerating its point collection rate to every fifteen (15) seconds as long as the device is in zone violation. Many other devices must first communicate data to the Data Center so the data center can determine violations.
4a.46	Equipment	The device shall be able to detect and report and alert feature with immediate alert notification for loss of communication violations.	Typically due to a loss of cellular coverage or following a low battery alert and the device has not called the system as scheduled; a user receives an Unable to Connect violation. When a device does not contact 3M's system at the prescribed time, the system notices the missed call-in and records an Unable to Connect event with timestamp, duration, and all related information. Additionally, 3M's EM manager software will distinguish the last GPS point downloaded so officers can easily see the last known location. As long as the battery has power, the device is still tracking and recording data. As soon as communication is restored, the device will call 3M's server to download all tracking data to the system; violations will be processed, notifications generated, and all data can be viewed in 3M's web-based software. All GPS vendor devices throughout the industry that utilize a cellular SIM card have the possibility of cellular service outages and coverage limitations.
4a.47	Equipment	The device shall be able to detect and record an alert feature with immediate alert notification for a low battery.	The 1 Piece is always monitoring and reporting its battery status with every GPS point; indicating it to the offender via LED on the device and to the officer via an icon on the dashboard in the software. The low battery notification is automatic. The offender is notified via a flashing red LED and three bursts from the vibration motor to charge the battery one hour before the device will have to shut down. If the battery is not charging 30 minutes later, an alarm is generated, notifying the offender via the device and the officer (optional) according to selected protocols. The software dashboard reflects battery voltage, charging activity, and shutdown status at all times.

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4a.48	Equipment	The device may be able to detect and record an alert feature with-alert notification to detect potential masking of the device's ability to receive GPS signals.	When there is motion in the absence of a GPS signal, the 1 Piece device will go into a Motion No GPS violation. It indicates the no-GPS status in the software and, incorporating a three-axis accelerometer, the device records and generates an alarm to provide notification when the device has accumulated 20 minutes of motion within a 60-minute period without receiving a signal from the GPS satellites. This motion detection technology is capable of distinguishing between incidental motion, such as rolling over in sleep or tapping a foot and the movement associated with changing location. The officer is immediately notified of Motion No GPS according to selected protocols and notification to the participant is optional. If selected, it is delivered via the device's LED and vibration motor.
4a.49	Equipment	As an optional feature, identify and describe any offender acknowledgement feature located on the device.	The device utilizes a combination of LED lights and a vibration motor to communicate with the participant. Three bursts of the vibration motor notifies of violations and the alarm signal is one 10-second long vibration that the participant must acknowledge by pressing the button on the outside center of the device.
4a.50	Equipment	The device should incorporate non-volatile memory capable of storing at least 24 hours worth of events (with date and time of occurrence) at times when the cellular service or electrical power may become unavailable Non-volatile memory will retain unreported events and report them once power/cellular services have been restored, including date & time of occurrence.	Non-volatile memory is memory that is stable and not prone to change. Our 1- Piece utilizes a type of non-volatile memory known as flash memory: computer storage chips that can be electronically erased and reprogrammed. Our nonvolatile memory is capable of storing about a week's worth of data at times where the cellular service or electrical power is unavailable. All unreported events will be reported as soon as power/cellular services have been restored, including date and time of occurrence.
4a.51	Equipment	All straps utilized to attach equipment to an offender shall be designed so that if an offender cuts, severs or otherwise compromises the integrity of the strap an alert is generated.	The straps used to attach our 1-Piece device to offenders are hypoallergenic Santoprene™ and contain a fiber optic light pipe that is embedded within the strap and completes an encoded IR circuit around the offender's ankle. The fiber optic circuit provides tamper detection. In the event that an offender cuts, severs or otherwise compromises the integrity of the strap, an alarm is generated and notification is sent to the designated officer.

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4a.52	Equipment	Straps used to attach the equipment to an offender shall have exterior surfaces made of hypoallergenic materials, and shall be adjustable in length to fit all offenders. All straps designed to attach equipment to an offender shall have the capability to be securely sized to an offender. If straps are pre-sized they shall be immediately available in one-half inch increments or less.	The straps we use to attach our 1-Piece device to offenders are hypoallergenic Santoprene™ and are fabricated in rolls, so that individual straps can be cut to any length. Our standard kits are equipped with 12-inch long straps that are sized to the youth’s leg and then cut to the exact length required using 3M-provided strap cutters. We also provide 18-inch straps for those larger ankles and for the rare, but not unheard of situation where a larger size strap is needed, we will provide one at no additional charge.
4a.53	Equipment	GPS devices should be able to utilize additional accessories (such as beacons or similar RF monitoring devices) for enhanced location verification in defined impaired environments while at home.	Incorporating 2-way RF, GPS, and its cellular modem, the 1 Piece can work together with the optional 3M™ Home Curfew Base Unit (Beacon) to provide an RF tether for enhanced location verification in the offender’s residence.
4a.54	Equipment	The GPS device should also have the ability to download location and alert information via landline in areas without adequate cellular coverage.	3M offers an optional data connector that is an add-on accessory. While this device is not necessary for the electronic monitoring of participants, it allows the 1 Piece to download GPS data via landline in areas where wireless coverage is unavailable, while charging the battery at the same time.
4b.0	SECTION D Equipment Requirements – multi-piece tracking system		
Item	Function	Description	Describe how Vendor meets or exceeds specifications
4b.1	Equipment	<p>Vendor is bidding the following multi-piece GPS tracking system and the accessories identified in the Price Worksheets. In the multi-piece configuration, there are two separate units. One unit is body-attached and the other unit is body-worn. The responses to these specifications are for this equipment.</p> <p>Device attached to the body: Mfg.: <u>3M Electronic Monitoring</u> Brand/Model: <u>3M™ 2 Way Bracelet or 3M™ 1 Way Bracelet</u></p> <p>Device worn on the body: Mfg.: <u>3M Electronic Monitoring</u> Brand/Model: <u>3M™ Two-Piece GPS Offender Tracking Device</u></p>	<p>3M Electronic Monitoring is proposing the following:</p> <p>Device attached to the body: Mfg.: 3M Electronic Monitoring Brand/Model: 3M™ 2 Way Bracelet or 3M™ 1 Way Bracelet</p> <p>Device worn on the body: Mfg.: 3M Electronic Monitoring Brand/Model: 3M™ Two-Piece GPS Offender Tracking Device</p>

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4b.2	Equipment	The Vendor shall provide, at their own expense, all systems and equipment (software and hardware) required for the service delivery, regardless of the actual number of systems including but not limited to:	3M Electronic Monitoring agrees to provide all systems and equipment (software and hardware) required for the service delivery, regardless of the actual number of units.
4b.3	Equipment	a. A system with a database to monitor offender activity;	3M offers the 3M™ Two-Piece GPS Offender Tracking System supported by the 3M™ Web-Based Electronic Monitoring Management Software (database).
4b.4	Equipment	b. All monitoring units (transmitter, receiver/dialer and other related equipment) to communicate location data to the Vendor's system;	3M offers the 3M™ Two-Piece GPS Offender Tracking Device and the 3M™ 1Way or 2 Way Bracelet that communicates data to our system via a cellular modem as well as via landline when used with the 3M™ Home Curfew Base Unit.
4b.5	Equipment	c. All software and hardware required to access the Internet, with the exception of Agency personal computers; and	3M offers the 3M™ Web-Based Electronic Monitoring Management Software to enroll and monitor the 3M™ Two-Piece GPS Offender Tracking Device. The only additional hardware needed is an Agency supplied computer
4b.6	Equipment	d. All labor, materials, equipment, cellular wireless service costs and consumables necessary to perform GPS tracking services on an as-needed basis.	3M's pricing includes all labor, materials, equipment, cellular wireless service costs, and consumables necessary to perform GPS tracking services on an as needed basis.
4b.7	Equipment	All equipment and systems furnished shall be standard products supplied by-the Vendor, shall be in proper working order, clean and free from defects of features affecting appearance, serviceability, or the safety of the offender in normal intended use.	All of the products in 3M's suite of electronic monitoring equipment are standard products supplied by 3M. Our production and quality department verify that all equipment is in working order, clean and free from defects of features affecting appearance, serviceability, or the safety of the offender in normal intended use, before we ship equipment to an Agency.
4b.8	Equipment	The Vendor shall provide only equipment that meets the highest levels of ruggedness, durability and performance available, when considering the following: operating temperature, stored temperature range, temperature cycling, shock and vibration, water resistance or waterproofing, operating humidity range, stored humidity range and tamper resistance.	All proposed equipment is in compliance with all mandated safety standards and have the necessary FCC Grants and UL Certification. 3M provides only equipment that meets the highest levels of ruggedness, durability, and performance available. We are willing to provide testing data upon request of an Agency post award.
4b.9	Equipment	The tracking system shall include one-piece body-attached device and a body-worn cellular communication device. Performance information and product literature may be included in Vendor's proposal response.	The 3M™ Two-Piece GPS Offender Tracking System is a combination of a body-attached device (the 3M™ 1 Way or 2 Way Bracelet) and a body-worn cellular communication device (the The 3M™ Two-Piece GPS Offender Tracking Device) which can be used in conjunction with the optional 3M™ Home Curfew Base Unit for charging and landline backup. Please see product literature in proposal binder.

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4b.10	Equipment	The Vendor shall provide equipment that meets market safety standards and presents no health or safety hazards to staff and/or offenders.	3M only provides equipment that has gone through significant testing periods and meets market safety standards and presents no health or safety hazards to staff or offenders. All equipment is FCC certified as well as UL tested and approved.
4b.11	Equipment	The device identified by the Vendor above shall be the latest proven reliable technology and meet the requirements specified in Items 1.2 and 1.3 above.	The 3M™ Two-Piece GPS Offender Tracking Device is the latest cutting-edge two piece, 3M innovation; the only device that incorporates true two-way voice offender communication in a device created specifically for the criminal justice market. This is 3M's fourth generation tracking device, the smallest, lightest, and most reliable 2 piece system in the industry. The device incorporates all the functionality of our previous generation Miniature Tracking Device (the MTD which is currently utilized on the WSCA contract), but in a small, lightweight package about the size of a BlackBerry®. It has many new features and like all 3M Electronic Monitoring devices, the 2 Piece is a proven, rugged design that utilizes a low power, high sensitivity GPS receiver, a wireless GSM/GPRS modem, and a three-axis motion sensor; all of which combine to provide redundant tracking technologies. It is proven and reliable and meets the requirements specified in Items 1.2 and 1.3 above.
4b.12	Equipment	The one-piece body-attached device shall not have any sharp edges and shall be designed so not to cause excessive chafing or bruising.	The 3M™ 1 Way and 2 Way Bracelets are manufactured using hypoallergenic material for the housing and do not have any sharp edges nor will they cause any type of chafing or bruising to a wearer.
4b.13	Equipment	The body-worn device shall use Global Position Satellites and the cellular telephone network to track and report the location(s) of offenders both at home and in the community, regardless of location. Passive, Hybrid, and Active tracking shall be provided by the GPS tracking system.	The 2 Piece is an autonomous GPS that is tethered to the offender with one of 3M's Bracelets attached securely to the ankle. The 2 Piece is capable of four supervision levels in one device—Active, Passive, Hybrid, and RF. The unit contains a GPS receiver that gives it the capability to calculate its exact position using data transmitted by the U.S. Government's Global Positioning System satellites to establish and track an offender's location. To report its data to our server, the 1 Piece uses the AT&T or T-Mobile's GSM cellular network to track and report the location of offenders. An optional base unit is available to utilize a back up landline option in the event of a loss of cellular coverage or due to poor cellular coverage in a particular location. In addition, when the 2 Piece is docked in the optional base unit, the wearer will be able to charge the device while gaining longer range to be able to reach all of the rooms in his or her home.

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4b.14	Equipment	Active GPS shall be a service level that must collect a tracking point at least once every minute, and must report information via the cellular network at least once every fifteen (15) minutes and must report tampering and zone violations immediately. Devices proposed for Active GPS that utilize less frequent intervals shall be rejected and not evaluated.	3M Electronic Monitoring’s tracking devices track offenders at the same rate Active or Passive, the only difference is how often it calls in to report the violations. With Active tracking, the device tracks an offender every minute in motion and compliance and every 15 seconds when in zone violation, and the device calls the data center to report the data based on an Agency’s preference (this can be every fifteen minutes) and immediately upon any violation. The devices can be manually “pinged” to call in if an offender needs to be located, anytime, on demand.
4b.15	Equipment	Passive GPS shall be a service level that collects a tracking point at least once every one minute, and must report information via a cellular or landline telephone at least once every twelve (12) hours.	3M Electronic Monitoring’s tracking devices track offenders at the same rate Active or Passive, the only difference is how often it calls in to report the violations. With Passive tracking, the device tracks an offender every minute in motion and compliance and every 15 seconds when in zone violation, and the device calls the data center to report the data every 6 hours. The devices can be manually “pinged” to call in if an offender needs to be located, anytime, on demand, even in Passive mode. Or the officer can simply place a voice call the offender’s device.
4b.16	Equipment	Vendors must offer at least one hybrid service plan that collects a tracking point once every minute and reports information via the cellular network at least once every 30 minutes. Other hybrid plans may be offered as an “optional” service with separate pricing and description of frequency of tracking points and reporting intervals for each plan proposed.	The standard collection interval for point is once every minute for all levels of service. We believe lesser intervals invite noncompliance issues, particularly when GPS is unavailable. 3M’s device can be set to call in at virtually any interval ranging from every 10 minutes to once every six hours. Additionally, the Alert level allows the officer to select only certain violations for immediate alert with others reported on a daily basis via email. Hybrid Tracking is Passive tracking with two alerts selected to give officer’s —Active notification. Typically customers choose a strap alert and exclusion zone alert to be their two notifications (but this can be customized and can be any two alerts the Agency chooses). The device tracks the same as Passive with one minute points in compliance and 15 second points in zone violation; the device still calls in every 6 hours to report its information, but it calls in immediately upon the two selected violation notifications and officers are able to get text, email, or fax notification on those particular alerts. All of the other notifications are viewed on the next morning’s DVSR.

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4b.17	Equipment	Active GPS includes the ability of the body-worn device to be remotely contacted to force the device to instantly locate and call back with its data immediately. Vendor shall include unlimited instant cellular locates at no additional costs.	The body-worn device (and the 2 Piece device) can be manually “pinged” to call in and report its data, anytime, on demand, in Active, Passive, or Hybrid modes. Unlimited instant cellular locates are included at no additional cost.
4b.18	Equipment	The system must be capable of utilizing unlimited alternative location tracking using the cellular network in the absence of GPS at no additional costs.	3M’s 2 Piece system has a feature called Tower Based Tracking (TBT) which supplements the primary tracking capability by providing an alternate and automatic means of location tracking when the GPS signal is masked or obscured. Using TBT, the device calculates its geographic position from the signal provided by one or more cell towers in its proximity. 3M’s TBT is always available and requires no manual intervention. It is provided with no limitations and there is never an additional charge for it.
4b.19	Equipment	Describe how the web based system reflects the alternative tracking verses GPS tracking and how the location indicators on the map differentiate between the two.	The 3M™ Web-Based Electronic Monitoring Management Software reflects the Tower Based Tracking alternative tracking with an orange square icon that contains a picture of a cellular tower. As the offender is tracked only using the TBT system, the orange cellular tower icon appears along the path the offender is taking. GPS points are illustrated as green or red dots on the map (depending on whether or not the offender is in violation).
4b.20	Equipment	The system shall have the capacity to convert a body-worn device between active and passive mode without removal from the Offender or requiring a change of equipment.	3M Electronic Monitoring’s tracking devices track offenders at the same rate collection interval, using the same equipment for Active, Passive, or Hybrid levels. Levels of service are selected via the software and the level change is communicated to the device during the next call in or after pinging.
4b.21	Equipment	Both the body-attached and the body-worn devices shall be small, light, and not restrictive and the body-attached device can be attached to the offender in a manner that will not impede normal activities or work. It shall attach securely around the ankle of the offender.	The 3M™ Two-Piece Tracking Device has the following measurements: 2.6 inches X 4.4 inches X .8 inch. (about the size of a Blackberry®) The 3M™ 2 Way Bracelet is small and weighs 2.5 ounces. The 3M™ 1 Way Bracelet is small and weighs 2.5 ounces The devices are small, light, and not restrictive. The 1 and 2 Way Bracelets can be securely attached to the offender’s ankle in a manner that will not impede normal activities or work.
4b.22	Equipment	The equipment used shall not pose a safety hazard nor unduly restrict offenders’ activities.	The 2 Piece device and body attached Bracelets do not pose a safety hazard nor restrict offenders’ activities.

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4b.23	Equipment	All equipment assigned to the offender shall be manufactured to allow for repeated proper sanitization. The Vendor shall provide instructions to sanitize the equipment, including recommended cleaning agents and methods.	The 2 Piece device allows for repeated sanitization. We recommend cleaning with Lysol or Amphyl disinfectant products. We will provide instructions to sanitize the equipment during officer basic training or upon request from any Agency post award.
4b.24	Equipment	The body-attached device components are quickly removable by a trained officer and are not easily removable except by an officer with the correct equipment.	The 2 Way Bracelet is quickly removable by a trained officer and not easily removable except by an officer with the correct equipment. Please find in Attachment H-12 the 2 Piece Activation and Removal Guide which illustrates ease of equipment removal.
4b.25	Equipment	All communications to and from the system's devices shall be encrypted.	Communication between all monitoring devices and 3M's Surveillance Data Center is encrypted using 64-bit private key encryption; then our encryption is encrypted a second time during transmission, using the GSM A5 algorithm. The encryption scheme used is common to all 3M proprietary communications.
4b.26	Equipment	The body-attached device shall be supplied with an installation kit containing all necessary equipment to install, activate or deactivate the device.	3M currently provides all tools necessary to install and remove our tracking devices. We will continue to provide at least one tool kit for an Agency per 25 units in use.
4b.27	Equipment	The body-worn device shall be simple to use and have easy to understand instructions.	The 1 Way and 2 Way Bracelets are simple to use and install and has easy to understand instructions. Both devices can be installed and activated in approximately 5 minutes without tools. Please find in Attachment H-12 the 2 Piece Activation and Removal Guide.
4b.28	Equipment	Both devices shall be permanently marked with the model/serial identification numbers and will withstand exposure to common cleaning products. The Vendor will replace either device without charge if the tracking number is not legible.	3M devices are permanently marked with a serial number that will not wear off and will withstand exposure to common cleaning products. 3M agrees to replace any device without charge within 3 days if the serial number is not legible.
4b.29	Equipment	The system shall be capable of tracking an offender twenty-four (24) hours a day, 7 days a week and shall be able to confirm the date, time and location of the tracking event.	Our devices track offenders continuously, 24 hours a day, 7 days a week. All data is dated and time stamped in our system and stored indefinitely.
4b.30	Equipment	System devices and all additional equipment shall not be available as an open market item if this could compromise the security of the system.	All of 3M's equipment is designed specifically for the corrections market; none of our equipment is available on the open market nor is it an aftermarket configuration of commercially available equipment.

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4b.31	Equipment	The strap and circuitry shall enable the system to immediately notify the Monitoring Center of any tamper attempt or removal of the body-attached device from the offenders' ankle.	The 3M Bracelet transmitters are affixed to the offender's ankle with a hypoallergenic strap that contains an embedded fiber optic light pipe. An encrypted IR signal is continuously transmitted through the fiber optic pipe. Any interruption or change in the signal—for instance, from the strap being cut, stretched, or pulled out of the connectors—results in a strap tamper alarm. A strap tamper will be immediately reported when a device is in Active Mode and when it is in Hybrid mode (if that is an alert selected for immediate notification). Passive devices only report data at their predetermined call interval.
4b.32	Equipment	The system shall acquire GPS within 5 minutes when placed in an outdoor environment.	Both 3M's 1 and 2 Piece tracking devices will acquire GPS within 5 minutes when placed in an outdoor environment.
4b.33	Equipment	The battery for the body-attached device shall each a single charge for a minimum period of sixteen (16) hours while performing one minute GPS acquisition and downloading data to the Database System at least once every 15 minutes.	The battery for the body-attached device lasts about 1 year on leg and 2 years on shelf. The battery for the 2 Way Bracelet does not have to be recharged. Unlike the 1 Piece Device, the body worn device, the 2 Way Bracelet, works as an RF tether to the 2 Piece Tracking device, and does not connect with GPS satellites. All tracking is done by the 2 Piece Tracking Device.
4b.34	Equipment	The system devices shall be shock-resistant.	We have an established standard for testing all device housing and seam weld for shock resistance. We built a test fixture and every change to the device design or weld is validated with an impact test utilizing this device.
4b.35	Equipment	The battery for the body-attached device shall be able to re-charge the battery from a dead battery status to hold a single charge for a minimum period of sixteen (16) hours in two (2) hours or less. The battery for the body worn device shall be able to re-charge the battery from a dead battery status to maximum capacity (100% charge) in five (5) hours or less.	The battery for the body-attached device lasts about 1 year on leg and 2 years on shelf. The battery for the Bracelet does not have to be recharged. The battery for the body-worn device (2 Piece GPS tracking device) shall be charged for 2 hours per day to hold a single charge for about 24 hours and is able to recharge the battery from a dead battery status to maximum capacity in 4 hours or less.
4b.36	Equipment	The body-attached device shall have a guaranteed life cycle of not less than twelve (12) months. Each device shall be replaced at specific intervals to avoid device failures due to loss of battery power.	The battery in the 2 Piece GPS device has a life cycle of 12 months on leg and two years on shelf. 3M's technical services department runs reports to determine batteries in the field that need to be changed out. 3M Account Managers relay the information to their customers.

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4b.37	Equipment	System devices shall be supplied with an electronic charger unit that uses a wall outlet power (alternating current) with a charging cord of a minimum of 6 feet long. However, hand held device may be charged using a unit that doubles as home RF monitoring unit.	The body attached Bracelet does not need to be charged, it is simply replaced in its entirety upon system notification (7 days in advance). The 2 Piece GPS Tracking Device can be charged with either a wall charger or with the Home Curfew Base Unit that doubles as a home RF monitoring unit and provides landline back up data communication.
4b.38	Equipment	The body-worn device shall have internal diagnostics that can determine if it is operating properly and the ability to relay the information to the Vendor's Monitoring Center.	The 1 Way and 2 Way Bracelet do not communicate with our server, they simply tether the 2 Piece GPS Tracking Device to the offender. The 2 Piece device contains all of the diagnostics and communications features to relay any information about the Bracelet or the 2 Piece to our server. The GPS device contains internal diagnostics that run on a constant basis, evaluating power capabilities, modem functionality, GPS receiver status, processor and performance. Any irregularities are immediately reported to the server for processing and notification. Furthermore, the devices are held to a strict call-in schedule; if a scheduled call-in is missed, the Agency is notified immediately. Additionally, the device has a self-test feature that can be run prior to activation to verify the internal battery has adequate charge, the device is receiving GPS signals, the cellular modem is able to call out, and tamper points are verified to be normal.
4b.39	Equipment	System devices shall be designed to prevent tracing or duplication of the signal by other electronic devices or equipment.	Communication between all monitoring devices and the Surveillance Data Center is encrypted using 64-bit private key encryption; then our encryption is encrypted a second time during transmission, using the GSM A5 algorithm. The encryption scheme used is common to all 3M Electronic Monitoring proprietary communications.
4b.40	Equipment	The body-worn device and software system should be capable of storing up to 99 zones so that zone violations can be immediately reported regardless of the call in frequency.	Our 2 Piece device and EM Manager is capable of storing up to 99 zones. All of our devices have on board processing which means that all rules are stored in the device. This allows autonomous tracking independent of the availability of a wireless signal and communication with the server. Upon detecting a violation, the device itself goes into alarm and does not wait for the next scheduled call to the Data Center, but instantly alerts the offender (optionally) and initiates contact, downloading all tracking data.

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4b.41	Equipment	The body-worn device shall communicate to the Vendor's Software System by common cellular carrier, with the option of a secondary cellular carrier (list cellular networks proposed).	Our devices communicate to our system via the GSM cellular network through AT&T. Our back up carrier is T-Mobile. The units will roam on any AT&T and T-Mobile approved GSM network. AT&T has the best coverage available and in fact, it was recently reported that 100% of Fortune 1,000 companies use AT&T's cellular data service.
4b.42	Equipment	The body-attached device shall be waterproof, and have been independently tested against the effects of continuous immersion in water. The body-worn device shall be water resistant.	The 3M Bracelets are waterproof and have been independently tested against the effects of continuous immersion in water. The 2 Piece GPS Tracking device is water resistant. Testing data is available upon request.
4b.43	Equipment	The system shall be able to detect and record an alert feature to signal the offender by audible tone.	<p>The 2 Piece allows for traditional instant communication via text and audible beeps. An officer can send text messages to the device and the offender can respond if the officer chooses that setting. It also provides for receipt of communication from supervising officers, as well as for participant acknowledgement of communications and alarms, all of which are recorded and stored in 3M's system.</p> <p>The device utilizes a combination of LED lights and a LCD screen text messages to communicate with the participant. An audible beep followed by a text message notifies the offender of violations and the participant must acknowledge by pressing the button on the center of the device.</p> <p>3M Electronic Monitoring's 2 Piece tracking device is the only device on the market designed specifically for a criminal justice application that allows true two way voice communication with the offender. The 2 Piece allows an officer to call the device directly (without a Monitoring Center intermediary) and the offender to answer and speak into the device like a cell phone. Speaking in to this small device looks similar to someone using their cell phone, much more discreet than an offender speaking down toward their ankle and having a conversation anyone in range can hear. Additionally, up to 4 numbers can be programmed in to the device so that the offender can contact their supervising officer, treatment, work, etc, when necessary. The call list is set at the supervising officer's discretion and cannot be changed by the participant. The device cannot be used to call anyone that is not on the list and no unauthorized callers have access to the device's unique phone number.</p>

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4b.44	Equipment	The system shall be able to detect and record an alert feature with immediate tamper notification.	The device is able to detect and timestamp/record all alerts and provides immediate tamper notification for an officer via email, text, fax, pager or optional outbound calling. 3M's devices themselves are autonomous, meaning they have onboard processors capable of detecting instantly if the device has violated a geographic rule. Upon detection, the device itself goes into alarm and does not wait for the next scheduled call to the Data Center, but instantly initiates contact; downloading all tracking data and accelerating its point collection rate to every fifteen (15) seconds as long as the device is in a zone violation.
4b.45	Equipment	The system shall be able to detect and record an alert feature with immediate alert notification for inclusion and/or exclusion zone violations.	The device is able to detect and timestamp/record inclusion and exclusion zone violations and provides immediate notification for an officer via email, text, fax, pager or optional outbound calling. 3M's devices themselves are autonomous, meaning they have onboard processors capable of detecting instantly if the device has violated a geographic rule. Upon detection, the device itself goes into alarm and does not wait for the next scheduled call to the Data Center, but instantly initiates contact; downloading all tracking data and accelerating its point collection rate to every fifteen (15) seconds as long as the device is in zone violation.
4b.46	Equipment	The system shall be able to detect and report and alert feature with immediate alert notification for loss of communication violations.	Typically due to a loss of cellular coverage or following a low battery alert and the device has not called the system as scheduled; a user receives an Unable to Connect violation. When a device does not contact 3M's system at the prescribed time, the system notices the missed call-in and reports an Unable to Connect event with timestamp, duration, and all related information. Additionally, 3M's EM manager software will distinguish the last GPS point downloaded so officers can easily see the last known location. As long as the battery has power, the device is still tracking and recording data. As soon as communication is restored, the device will call 3M's server to download all tracking data to the system; violations will be processed, notifications generated, and all data can be viewed in 3M's web-based software. All GPS vendor devices throughout the industry that utilize a cellular SIM card have the possibility of cellular service outages and coverage limitations.

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4b.47	Equipment	System devices shall be able to detect and record an alert feature with immediate alert notification for a low battery.	The 2 Piece is always monitoring and reporting its battery status with every GPS point; indicating it the officer via an icon on the dashboard in the software. The low battery notification is automatic. The offender receives the automatic message on the device screen —Battery Low-Place in Charger . The offender is notified to charge the battery one hour before the device will have to shut down. If the battery is not charging 30 minutes later, an alarm is generated, notifying the offender via the device and the officer according to selected protocols. The software dashboard reflects battery voltage, charging activity, and shutdown status at all times. The 2 Way Bracelet notifies the officer that the body-worn device needs to be swapped out due to battery end of life 7 days prior to battery depletion.
4b.48	Equipment	The system may be able to detect and record an alert feature with-alert notification to detect potential masking of the device’s ability to receive GPS signals.	When there is motion in the absence of a GPS signal, the 2 Piece device generates a Motion No GPS violation indicating the device has accumulated a set period of motion without receiving a signal from the GPS satellites. The officer is immediately notified of Motion No GPS according to selected protocols and notification to the participant is optional. If selected, the alert can be communicated to the offender via the device’s display.
4b.49	Equipment	As an optional feature, identify and describe any offender acknowledgement feature located on any system device.	The 2 Piece allows for traditional instant communication via text and audible with and audible and vibrating alert. An officer can send custom text messages to the device and the offender must acknowledge receipt and send a response if requested by the officer. All messages sent and received from the device are Additionally, with the true two way communication option, the officer can simply call the offender via the device. If an officer receives an automated alert from the device to his cell phone, he can return a message simply by using the replay function on his cell phone.
4b.50	Equipment	The body-worn device should incorporate non-volatile memory capable of storing at least 24 hours worth of events (with date and time of occurrence) at times when the cellular service or electrical power may become unavailable Non on-volatile memory will retain unreported events and report them once power/cellular services have been restored, including date & time of occurrence.	Our device far exceeds this specification. The 2 Piece GPS device incorporates an extended memory of approximately 30 days or 67,000 events in its non-volatile memory. When communication is re-established, the device will report all unreported events including date and time of occurrence.

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4b.51	Equipment	All straps utilized to attach equipment to an offender shall be designed so that if an offender cuts, severs or otherwise compromises the integrity of the strap an alert is generated.	The straps used to attach our 1 and 2 Way Bracelets to offenders are hypoallergenic Santoprene™ and contain a fiber optic light pipe that is embedded within the strap and completes an encoded IR circuit around the offender’s ankle. The fiber optic circuit provides tamper detection. In the event that an offender cuts, severs or otherwise compromises the integrity of the strap, an alarm is generated and notification is sent to the designated officer.
4b.52	Equipment	Straps used to attach the equipment to an offender shall have exterior surfaces made of hypoallergenic materials, and shall be adjustable in length to fit all offenders. All straps designed to attach equipment to an offender shall have the capability to be securely sized to an offender. If straps are pre-sized they shall be immediately available in one-half inch increments or less.	The straps we use to attach our 1 and 2 Way Bracelets to offenders are hypoallergenic Santoprene™ and are fabricated in rolls, so that individual straps can be cut to any length. Our standard kits are equipped with 12-inch long straps that are sized to the youth’s leg and then cut to the exact length required using 3M-provided strap cutters. We also provide 18-inch straps for those larger ankles and for the rare, but not unheard of situation where a larger size strap is needed, we will provide one at no additional charge. Additionally, the straps for our 1 and 2 Way Bracelets are the same straps that are utilized for our 1 Piece GPS device which allows for less inventory management.
4b.53	Equipment	Deleted.	
4b.54	Equipment	The GPS system device should also have the ability to download location and alert information via landline in areas without adequate cellular coverage.	The 2 Piece GPS device has the ability to download location and alert information via landline when used with our 3M™ Home Curfew Base Unit (Smart Base 2000).
5.0	SECTION E System, Software and Mapping Requirements		
Item	Function	Description	Describe how Vendor meets or exceeds specifications
5.1	System, Software and Mapping	The Vendor shall have a secure web based system and provide the agency with secure access.	The product of years of development efforts by 3M’s software engineering team, EM Manager is the primary user interface tool and the heart of 3M’s system. A web-based system that provides advanced, remote offender management tools to maximize the capabilities of 3M’s tracking system, EM Manager is powerful, easy, and intuitive; designed with the burgeoning caseloads of correctional officers in mind. It allows agencies to manage all levels of monitoring through one convenient interface and provides convenient reports for all offender types and supervision levels.
5.2	System, Software and Mapping	The Vendor’s web site shall not require any software downloads or remote access to the Agency’s computers to utilize the system.	EM Manager is 100% web-based and does not require any software downloads or remote access to the Agency’s computers to utilize the system.

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5.3	System, Software and Mapping	The Vendor shall provide a web-based system that is capable of being accessed through a secure (password protected) internet connection from desktop, laptop or remote means by Agency personnel, who have appropriate security clearance and have been provided Vendor-supplied security codes.	EM Manager is accessible through a secure, password protected internet connection from any internet capable device by Agency personnel who have been provided EM Manager access, user IDs, and 3M supplied security codes.
5.4	System, Software and Mapping	The Vendor's system shall be supported by a database that allows for multiple data fields, subject to final approval by the Agency.	EM Manager is supported by a very customizable database that allows for multiple data fields including several custom fields unique to every agency. Authorized users can add and modify offender information, contact information, supervision level call trees, notes, zones, schedules, curfews, grace periods, notifications methods and priorities, as well as assign, un-assign, and re-assign equipment. All aspects of supervising offenders on 3M's system can be performed online through a secure Internet connection without the need of contacting our monitoring center. The software is compatible with most Internet-capable devices including smart phones tablets,
5.5	System, Software and Mapping	The Vendor's web-based application shall provide the ability to efficiently stream aerial mapping data and offender tracking points with minimal latency during critical hours of operations and concurrency.	EM Manager will provide the near real-time visual mapping of the precise location of an offender at any date and time. These maps are available, easily manipulated, and viewable with minimal latency during critical hours of operations.
5.6	System, Software and Mapping	The Vendor's web-based application shall be accessible twenty four (24) hours per day, 365 days per year while maintaining acceptable processing performance for offender mapping and tracking data.	EM Manager is accessible 24 hours per day, 365 days per year boasting a 99.999% availability and is sized to provide peak hour service with no degradation of performance. The system is optimized for use with either ethernet or Wifi connections.
5.7	System, Software and Mapping	Any software necessary for Agency interface shall be provided at the expense of the Vendor, with no licensing fee to the Agency.	EM Manager is 100% web-based and requires no additional software or interface. There is no licensing fee to the Agency.
5.8	System, Software and Mapping	The Vendor's web-based application shall allow users to access the application over an SSL connection with 128 bit encryption, utilizing Microsoft Explorer web browser version 6 or higher.	3M Electronic Monitoring EM Manager properly functions and is supported in the Windows environment or with IE Version 7 or later (MicroSoft no longer supports IE 6). Agencies may also use Firefox and Chrome to run EM Manager. On the Agency side, optimum performance is based on the use of a reliable, stable, and fast Internet connection, utilizing the most current Microsoft Internet Explorer and a computer that is connected to an efficient network.

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5.9	System, Software and Mapping	The Vendor's system shall provide the capability for the Agency to download data and reports from the database, through secured internet access.	Users can search the database through secured internet access for many types of information. For example, reports can be searched and sorted by the different fields and offender information can be searched on any piece of data to find all offenders in the database that meet the criteria. Each of 3M's reports can be queried, sorted, or filtered by any field contained in the report or by data parameters.
5.10	System, Software and Mapping	The Vendor's system shall have the capability to query the database for any/all GPS offenders based on a specified dates times and locations.	Users can query the database through secured internet access for any/all GPS offenders from their Agency based on specified dates, times, and locations.
5.11	System, Software and Mapping	The Vendor's system shall provide the capability for the entry of narrative-style notes by Agency personnel and/or the Vendor's monitoring center staff. These notes will be utilized as documentation of steps taken to resolve offender alerts.	EM Manager allows users the capability to enter narrative-style notes on both the notes field on the offender's main page as well as in the Case Management system. The Case Management system is most often utilized to document steps taken to resolve offender alerts. Both users and 3M's monitoring center reps have access to Case Management.
5.12	System, Software and Mapping	The Vendor's system shall be able to allow configuration of protocols to enable the features that the Agency wants and disable those that it does not want. For example, types of alerts, notifications, zone categories, etc.	EM Manager is completely customizable. 3M is very experienced in assisting with protocols and applying said protocols to enable and disable features of the Agency's choosing or access to certain fields by certain unauthorized users. For example, some users may be excluded from changing notification type or curfew.
5.13	System, Software and Mapping	The Vendor's system shall show the officer in charge of the offender: name, phone numbers, etc if different from the offender's assigned officer ('on call' staff).	EM Manager is very customizable and able to display data in various ways to meet the needs of our customers. EM Manager is able to show both the officer in charge of the offender as well as the assigned officer.
5.14	System, Software and Mapping	The Vendor's system shall be able to record the model and serial number.	EM Manager displays the model and serial number of the offender's assigned equipment on the offender's profile page. Most EM Manager reports also display this information.
5.15	System, Software and Mapping	The Vendor's system shall be able to assign to users role-based security levels. These include, but are not limited to, manager, supervisor, and Officer.	EM Manager is customizable to include assigning users role-based security levels. Our system goes a step further and allows higher security users to access reports that show when a user has logged in to our system and what offenders' points and data a user has reviewed or modified.

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5.16	System, Software and Mapping	The Vendor's system is able to accept critical event data points and be able to link Offender's to the event on the map.	Agencies can upload their crime location data or other event data electronically or manually and event's times and locations with all offender tracking information. Matches are available on the system or via a daily report. Additionally, and agent can simply highlight and area on our mapping software, select a date and time, and all offenders in the area during selected period will be immediately displayed.
5.17	System, Software and Mapping	The Vendor's system shall provide administrative access to website tracking report showing by user: how many log-ins/minutes logged in by month summary detailed reports with date/duration/time stamp per log on.	EM Manager's report section provides administrative access to website tracking report showing by user how many log-ins/minutes logged in by month summary detailed reports with date/duration/time stamp per log on. In addition, our reports will show what was viewed and edited
5.18	System, Software and Mapping	The Vendor's system shall enable the Agency to monitor the near real time position for a specific offender's location at any and all times. Offender location data shall be uploaded a minimum of once every 15 minutes while in compliance and immediately uploaded when the offender is in violation status. The system shall provide offender locations upon demand. The system shall also be capable of the following:	3M's system allows user Agencies to monitor offenders in near real time. Upload intervals can be selected by the agency and range from 10 minutes to six hours. All devices report immediately on violation. All devices whether in Passive, Active, or Hybrid mode can be "pinged" on demand for immediate call in for current offender location/status information.
5.19	System, Software and Mapping	a. establishing configurable inclusion and exclusion zones;	EM Manager allows a user to establish configurable inclusion and exclusion zones via standard (box) shape, free form (polygon, irregular shape), and circular zones.
5.20	System, Software and Mapping	b. collecting offender points at a minimum of once every 1-minute	System collects points for every offender at one minute intervals while in compliance in Active, Hybrid, or Passive supervision levels. We collect data every 15 seconds when any offender is in zone violation status.
5.21	System, Software and Mapping	c. communicating (with the offender)	2 way communication with the offender is described in the above specifications for the 1 and 2 Piece GPS. In addition, each device communicates with the offender via beeps, on screen text, and LED lights (2 Piece) or LED lights and a vibration motor (1 Piece).
5.22	System, Software and Mapping	d. providing location mapping;	EM Manager provides unlimited access to the most up-to-date maps available, with advanced GIS mapping from Bing Maps and users can choose to save and print the zones and the location points in any or all of three views: road view (a two-dimensional line drawing), aerial view (satellite captured, zoomable view of the earth), and birds' eye view (ground level photographic view in 360 panorama).

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5.23	System, Software and Mapping	e. providing alert notification; and	Our system provides alert notification to the officer and offender depending on how each record is configured. For officers notification is provided via text, email, fax, and/or optional phone call. Offenders are notified of an alert notification via LED light and vibration motor (1 Piece), and via beeps, on screen text, and LED lights (2 Piece). Alert notification can be turned on and off according to Agency protocol.
5.24	System, Software and Mapping	The Vendor's system shall have the capability to query GPS location information both automatically and individually, including latitude and longitude, and mapping on all defendants/offenders based on specified distance from a specified location within specified date/time range as means of performing analysis of GPS Offenders at a potential crime scene.	Agencies under contract with 3M Electronic Monitoring can transmit their daily crime location data to us electronically and 3M's powerful system will correlate the crime times and locations with all of the GPS points in 3M's system. The resulting report identifies any tracked offenders—for any Agency—that could be a match with the specified location. Additionally, an agent can simply highlight an area on our mapping software, select a date and time, and all offenders in the area during selected period will be immediately displayed.
5.25	System, Software and Mapping	The Vendor's system software shall allow for a non-erasable alpha numeric identification designated by the Agency. A unique identification shall be used for each offender within the Vendor's system. In addition, the software shall require the following minimum mandatory fields for initial offender enrollment:	EM Manager allows for up to two non-erasable alpha numeric identification fields designated by the Agency. EM Manager also assigns a unique identification number for each offender input into our system.
5.26	System, Software and Mapping	a. name;	EM Manager provides a field for the offender's name.
5.27	System, Software and Mapping	b. unique numeric identifier;	EM Manager provides a field for a unique numeric identifier.
5.28	System, Software and Mapping	c. physical address;	EM Manager provides a field for a physical address.
5.29	System, Software and Mapping	d. serial number of equipment;	EM Manager provides a field that displays serial number of equipment.
5.30	System, Software and Mapping	e. time zone;	EM Manager provides a field that displays time zone.
5.31	System, Software and Mapping	f. assigned officer; and	EM Manager provides a field that displays assigned officer.
5.32	System, Software and Mapping	g. offender photo.	EM Manager provides a field for offender photo.
5.33	System, Software and Mapping	The Vendor's mapping software utilized shall include but not be limited to the following:	

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5.34	System, Software and Mapping	a. Allow unlimited automatic access to the most up to-date maps available with state of the art graphics with aerial photography capabilities.	EM Manager provides unlimited access to the most up-to-date maps available, with advanced GIS mapping from Bing Maps and users can choose to save and print the zones and the location points in any or all of three views: road view (a two-dimensional line drawing), aerial view (satellite captured, zoomable view of the earth), and birds' eye view (ground level photographic view in 360 panorama).
5.35	System, Software and Mapping	b. allow for zooming/scaling from street level to statewide;	EM Manager allows for zooming/scaling from street level to statewide.
5.36	System, Software and Mapping	c. allow for identification/labeling of streets;	EM Manager provides maps that display identification/labeling of streets.
5.37	System, Software and Mapping	d. display offender location information in a sequenced event and/or at a specific date and time; and	Our system displays offender information in a sequenced event format that is both time and date stamped. Our system also displays the speed the offender was traveling and what direction they were traveling as well as if they were in violation or not.
5.38	System, Software and Mapping	e. display inclusion and exclusionary zones that shall be printable from the screen.	Inclusion and Exclusion zones are printable from the mapping screen.
5.39	System, Software and Mapping	The Vendor's system shall enable the user to define a variety of zone types including but not limited to Inclusion, Exclusion, and Mobile Proximity Zones, Zones within a Zone, each with its own governing schedule time/date based schedule. Describe your web based capabilities to meet each of these requirements, provide sample screen shots and describe the specific steps involved in configuring a zone with an accompanying schedule.	EM Manager allows a user to utilize a variety of different types of zones including: inclusion, exclusion, zones within a zone, zone routes, Inclusion/ Exclusion Zone: EM Manager enables users to create and manipulate zones in a wide variety of sizes and shapes to meet their supervision needs. Zones can be created in any size from 150 feet to 2,000 miles in diameter. All zones can be created in both geographic polygons and irregular shapes through the free-form zone tool for outlining geographic borders, such as parks and school property. Free-form zones can have up to 100 vertices with up to 400 per offender and using Zone Template Tool, EM Manager allows users to establish a zone for groups of offenders, as well as for individuals. In fact, one of the best features of EM Manager is how easily a multitude of zones can be created and displayed on maps or printed from the screen. The Zone Template is a timesaving feature allows the set up of an inclusion or exclusion zone as a template that can be applied to any offender profile, for example all schools and parks, or a statewide inclusion zone. Please see Attachment H-13 page with photos and directions for zones (this space was not conducive to adding photos embedded in text). Additionally, we are happy to provide the WSCA committee with our full manuals that show every step to

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5.39	(Continued)		take to create every type of zone available. In the spirit of this document's instructions, we're not including the entire set of directions which would put us well over the page limit for this exhibit
6.0	SECTION F System Reports		
Item	Function	Description	Describe how Vendor meets or exceeds specifications
6.1	System Reports	System Reports shall allow the Agency to generate the following "canned" reports directly from the Vendor's database through the secure internet site.	The EM Manager includes a powerful report generator designed to provide our client agencies with many reports across multiple criteria. Already more than 100 reports have been defined. Some of these reports were designed to report data that is pivotal to monitoring offender behavior and some focus on the parameters key to successful program management. The reports are populated directly from the Data Center servers in real time—we never do batched updates. Through 3M's secure Internet connection, EM Manager's report function makes it possible for the Department to view reports online, as well as download data and reports right to desktops and printers. Reports can be generated for any time period simply by entering date/time ranges for the reported data and the system can be configured to allow for different levels of user access for specific reports.
6.2	System Reports	To ensure that reports are accurate and timely, the system's database shall be updated in real time to ensure all report data is current when viewed and/or downloaded by the Agency's personnel.	3M's system is updated in real time. All report data are current as of the last time a device has called in to the system.
6.3	System Reports	All reports shall have the capability of being queried, sorted or filtered by any field contained in the report or by data parameters as applicable and reports shall be readable on screen, printable and shall be downloadable into an excel format.	All of the reports can be queried, sorted and filtered. All reports are easily readable on screen, printable, and downloadable into both Excel and PDF format. Reports can be saved to a folder on a user's computer as well.
6.4	Equipment Inventory Reports	The system must be able to provide real time reports of all assigned equipment. Report shall include description/type of equipment, serial number, assigned Offender, and assigned Officer.	3M's system provides near real time reports of all assigned equipment. The <i>System Usage</i> report lists the number of days an offender was assigned to the electronic monitoring system during a specified date range. Information detailed includes offender name, corrections number, supervision level and number of days on leg utilized to date. The <i>Hardware Tracking</i> report allows a user to run a report to see all offenders a particular device has been assigned to during a specified time period. The report is run by

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6.4	(Continued)		entering the device serial number and the query will produce results that show the serial device number, all offenders the equipment has been assigned and unassigned to, the officer supervising the offender that the equipment was assigned to, and when the device was shipped to the customer. The <i>Offender Hardware Assignment History</i> report allows a user to query an offender to view a report that shows all of the equipment that has been assigned to that offender during a specified period of time. The report shows the hardware ID, assignment date, hardware type (type of equipment), assignment type, and user (officer).
6.5	Notification Report	<p>The Vendor's system shall provide the Agency the ability to generate a report by date parameters, sorted by location site, identifying the number and type of notifications during specified time parameters, such as:</p> <ul style="list-style-type: none"> • Monday-Friday, 8:00 am-5:00 pm • After hours • Weekends <p>And indicating summary totals for:</p> <ul style="list-style-type: none"> • total number of alerts per location site, • percent of total per type of alert and average number of alert notifications per month, • per offender within each location site. 	The Violation Breakdown report will list the total number violations generated during the hours selected by the user. The options available for selection are Date Range, Supervision Level, as well as Business and/or Weekend Hours. This report will indicate summary totals or detailed totals of number of alerts per site/office/region, percent of total per type of alert and average number of alert notifications per month and per offender within each location site.
6.6	Offender Alert Report	The Vendor's system shall provide the Agency the ability to generate alert reports, queried by individual assigned offender and date parameters that identifies the type of alert, time of alert, method of alert (fax, e-mail or phone call) and recipient of alert.	The <i>Offender Violation Summary Report</i> allows queries by assigned offender and date, the report lists the rule violated (alarm type), alarm start time, alarm end time and duration of alarm.
6.7	Customized Reports	The Agency can request custom reports the cost of which (if any) shall be established between the Vendor and the Agency Program Manager.	The <i>Offender Violation Notification</i> report will list the offender and the total notification alarms sent for each violation for the specified Supervision Level, Notification Types, and Date Range.
6.8	Offender Report	The Vendor's system shall provide the Agency the ability to generate a summary report of all offenders and/or assigned officer that identifies offender name, Agency number, address, and officer assigned.	The <i>Enabled Offenders Report</i> is a summary report that lists all assigned and/or unassigned offenders by circuit or district. It is sortable by offender name, by enrollment date, and by assigned officer and includes an offender's Corrections Number home address, and phone number.

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6.9	Current Usage Report	The Vendor's system shall be able to provide the Agency the ability to generate a current usage report indicating the actual number of daily service units used to date (real time) for the monthly period. This report should be detailed to reflect offender name, Agency number, service type (active) and number of days utilized to date.	The <i>Current Usage</i> report provides current usage information, indicating the actual number of daily service units to date, can be queried to include up to the previous days' data. The <i>System Usage</i> report lists the number of days an offender was assigned to the electronic monitoring system during a specified date range. Information detailed includes offender name, DOC#, supervision level and number of days on leg utilized to date.
6.10	Daily Alert Summary Report	The Vendor shall submit a daily report (between the hours of midnight and 6:00 a.m. for the previous day) that identifies each alert, type of alert, time and duration of alert, assigned officer, assigned offender, and totals. This report shall be sorted by location sites region/unit/officer and shall be e-mailed to all designated officers within the location sites.	Officers can receive a Daily Violation Summary Report (DVSR) by adding their email address to the Reports Tab on the Contact profile located in the EM Manager. Once added, they can expect this report to automatically be emailed to them every morning by 6:00 AM. The DVSR provides detailed violation and schedule information from the previous day, which is sorted by contract, officer, and offender. The report is populated with offenders who had violations within the previous 24 hour period. It provides a summary list of offender violations by type, duration, and current status information.
7.0	SECTION G Equipment Testing, Replacements, Lost/Damaged/Stolen Requirements		
Item	Function	Description	Describe how Vendor meets or exceeds specifications
7.1	Ongoing Demonstration/ Testing Equipment	The Vendor shall allow the Agency the use of five (5) GPS monitoring units or systems for demonstration and/or testing purposes, not to exceed a ten (10) day period for any single demonstration/test period. These units/systems shall not be part of the backup inventory and shall be provided at no additional cost. Units/systems may be demonstrated/tested at the discretion of the Agency.	3M will provide the Agency the use of 5 GPS monitoring units or systems for demonstration and or testing purposes, upon request. The units shall not be part of the backup/spare inventory and will be provided at no additional cost.
7.2	Equipment Accessories	The Vendor shall provide (when necessary or upon request depending on the item) all necessary GPS tracking supplies and replacement supplies, including but not limited to; straps, clips, batteries, installation-removal equipment supplies, beacons or other RF monitoring units, car chargers, charger base or cords and instruction/training materials.	3M will provide all necessary GPS tracking supplies and replacement supplies such as straps, install and removal equipment (strap cutters and screw drivers), beacons or other monitoring units, car chargers, charger bases or cords, and instruction/training materials.

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7.3	Equipment Spare Inventory	The Vendor shall provide and maintain a backup/replacement inventory of monitoring units or systems up to fifteen percent (15%) of the actual number of units/systems currently in use in each the Agency's Location sites/Office locations at no additional cost. The Agency shall not pay the Vendor an inventory fee, storage fee, installation equipment fee or any other fee related to these inventory units and equipment.	3M will provide a spare equipment allowance per Agency of 15% of the actual number of units/systems in use in each Agency's location site. 3M does not charge any inventory related fees and we understand and support periods of time when the Agency requires additional spares for anticipated growth.
7.4	Replacement Equipment	The Vendor shall assure that all equipment delivered to the Agency has been tested to ensure it is operable, free from any defects or damage and is fully operational. The Agency reserves the right to reject any and all equipment not determined to be operational and in acceptable operative order and condition. In the event any equipment becomes inoperative due to a malfunction or through normal use, the Vendor shall incur all replacement costs and repairs. The Vendor shall provide the Agency with replacement equipment within 24 hours at no charge to the Agency, including shipping and handling costs for both delivery and return.	3M maintains a formal Quality Assurance policy and a full quality assurance staff. 3M assures the Agency that all equipment delivered to a user has been tested to ensure it is operable and free from any defects of damage. If an Agency determines that a piece of equipment is not in working order it is replaced from inventory and returned via our RMA process for exchange. 3M will replace depleted inventory levels within 24 hours at no charge to the Agency and will cover shipping costs to and from our facility.
7.5	Lost/Damaged/Stolen	At no additional cost, the Vendor shall supply replacements for lost, stolen and damaged equipment up to five percent (5%) per year of the Agency's active units/systems. The Vendor shall have three (3) working days to replenish requested stock. All units shall be maintained at the Agency's office for use as immediate replacements, when needed. Vendor must detail within their Price Sheet the per component replacement cost for each component of every proposed equipment model.	3M agrees to comply with this specification and offer each agency a 5% lost and damaged equipment allowance. We will agree to 3 working days to replenish requested stock. We have detailed equipment replacement cost on the Price Sheet.

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8.0 SECTION H Training Requirements			
Item	Function	Description	Describe how Vendor meets or exceeds specifications
8.1	On-Site Initial Training	Vendor shall provide initial on-site training by experienced staff with thirty (30) days of start of Agency’s contract, unless an alternate training schedule is agreed upon. Additional on-site training via webinar shall be provided within 48 hours of request. Ongoing training shall be provided as agreed mutually between vendor and agency.”	We provide initial Basic Training to all agency designated personnel in one- to two-day onsite training classes with follow-up sessions as agreed between the agency and 3M Electronic Monitoring. The bottom line is that the length and schedule of training is designed to meet our client’s needs. Training includes the operational use of whichever tracking device the agency utilizes as well as all associated equipment and services; we work with agency staff to schedule all training sessions at times workable for the agency. We agree to provide initial on-site training by our very experienced Account Management staff within 30 days of start of Agency’s contract and follow up webinar training within 48 hours of request.
8.2	On-Site Initial Training	Delete.	
8.3	Onsite Ongoing Training	Delete.	
8.4	Manuals/ Installation Guides	The Vendor shall provide training and/or user manuals upon each Officer’s initial orientation training in hardcopy or soft file format such as PDF may be provided at the request of the Agency. All training and all associated training manuals shall be provided at no cost to the Agency.	3M has a vast library of training and user manuals and will provide a hardcopy or PDF copy for officers’ initial training. All material will be provided at no cost to the Agency.
8.5	Training Materials	The Vendor shall provide all materials and equipment necessary to perform the training and shall utilize actual equipment currently being utilized. All training manuals may be hardcopies or soft file format, user friendly, and kept up to date with the most current training protocols. Training manuals shall be provided for each Agency staff member trained and upon the request of the Agency Program Manager. The training curriculum and evaluation forms that will be utilized for all training purposed should be submitted by Vendor.	3M agrees to provide all materials and equipment necessary to perform the training and will utilize actual equipment currently being used. All training materials will be hardcopy or soft PDF copy and will be user friendly and up to date. (3M has a dedicated Corporate Training department that provides constant updates to manuals and training protocols). All of our updated material is also available on EM Manager so that users have constant access to the most up to date equipment. Please see Attachments H-14 and H -15 to view training curricula for the 1 and 2 Piece GPS devices as well as Attachment H-7, training evaluation form.
8.6	Webinar and Online Training	The Vendor shall make available to officers remote webinar and online training sessions which demonstrate device applications after initial orientation per officer. The Vendor shall provide Webinar online and online. Training for system, software and hardware updates.	3M’s experienced Account Managers provide regular webinar and online training sessions to demonstrate device application and updated features after initial orientation. We will provide webinar training online for system, software, and hardware updates.

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9.0			
SECTION I Additional Requirements			
Item	Function	Description	Describe how Vendor meets or exceeds specifications
9.1	Vendor Staff	The Vendor shall provide an adequate level of staffing for provision of the services outlined herein and shall ensure that staff providing services are highly trained and qualified.	3M's reputation was built on service and training is service; we take it seriously and we do it well. All 3M employees spend their first week of employment in full-time training and we have several more levels of job-specific training to help our technical and support personnel attain a comprehensive understanding of the products and services they work with in the course of their duties. Above all, the account managers are the most highly trained on our devices, software, and systems; as they need an advanced understanding of how these things function in order to effectively support our clients. All 3M account managers must complete a rigorous six- to eight-week full time New Hire Training Course before interacting with our clients as an account manager (A/M). Ninety days post certification, the new A/M is brought back to 3M headquarters for Advanced Training Course and going forward, attends update training quarterly at our sales meetings. 3M agrees to provide an adequate level of staffing for the provision of the services outlined herein. Currently 3M has 3 Regional Managers who manage a team of 15 Account Managers to support our customer base.
9.2	On-Site Service	The Vendor shall provide remote diagnostic support and trouble-shooting technical assistance via a toll-free telephone line 24 hours a day, seven (7) days a week, including holidays. In the event of technical problems that are not resolved from a remote location, the Agency Program Manager, upon request, may require the Vendor to provide on-site, technical assistance within 72 hours.	3M's world-class monitoring center help desk is available 24x7, 365 days a year for remote diagnostic support and trouble-shooting assistance via a toll free telephone line. If, after trouble shooting, there are unresolved technical issues, 3M will be available to provide on-site technical assistance within 72 hours, upon request from the Agency Program Manager. The Account Manager is typically the first line of support after the Monitoring Center, but our engineers and even our founding Vice Presidents have been known to visit a site to assist a customer with a technical issue. Customer service is our priority.

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9.3	Litigation-Related Testimony	The Vendor shall make available qualified personnel to provide testimony as requested or subpoenaed. Affidavit, expert witness testimony, violation hearing testimony, or any other GPS expert testimony/certification shall be provided at no additional cost to the Agency. The Vendor shall immediately notify the Agency GPS Program or designee upon receipt of any subpoena involving or affecting the Agency.	3M Electronic Monitoring is available to support WSCA agencies with qualified testimony. 3M’s Account Managers routinely respond to subpoena requests generated from cases involving electronic monitoring. The appropriate handling of subpoenas includes compiling accurate records, attending depositions, and testifying in court. 3M will provide all documents requested as well as a —Certification of Records that is signed and notarized, stating that the attached records are produced and held in the ordinary course of 3M Electronic Monitoring business. All data is considered the property of the Agency; 3M will immediately notify the Agency GPS Program or designee upon receipt of any subpoena involving or affecting the Agency. In cases where expert testimony is required, 3M relies on their team of engineers, led by Chris Defant. For over 13 years, 3M Electronic Monitoring’s co-founder and Vice President of Engineering has provided expert testimony as a service to 3M’s clients.
9.4	Quality Assurance Program	The Vendor shall have a formal quality assurance/quality control program in place that demonstrates that internal review and quality control processes are in place and routine evaluations of the quality of the system, equipment and service are performed to ensure compliance with the terms and conditions of the Contract.	3M Electronic Monitoring is an ISO registered company holding a certification to ISO 9001:2008 Quality Management System Requirements. Our robust quality management system (QMS) encompasses formal documentation, QMS planning, quality control, quality assurance, internal audits, and QMS Management Review Meetings. A copy of our formal Quality Assurance manual is available upon request.
9.5	Monitoring and Evaluation Requirements	The Agency Program Manager or designated staff may perform Agreement compliance reviews during the term of the Agreement. The Agency Program Manager may include periodic review of compliance with contract service delivery. The Agency Program Manager will provide written compliance reports to the Contractor. When issues of non-compliance are identified, a written Corrective Action Plan (CAP) will be required of the Vendor. The CAP is to be submitted to the Agency Program Manager within ten (10) days of receipt of the Agreement compliance review report. Failure to correct deficiencies after thirty (30) days from the date of receipt of the written Agreement compliance review report notating the deficiencies may result in determination of breach of contract and termination of services.	3M Electronic Monitoring agrees that an Agency may perform Agreement compliance reviews during the term of the agreement. 3M agrees to the terms when issues of non-compliance are identified.

Contract 00212 with 3M Electronic Monitoring, Inc. for Electronic Monitoring of Offenders

9.6	Performance Measures Requirements	The Vendor shall ensure that the below stated performance outcomes and level of achievement are met during the term of the Contract:	We agree to the performance measure requirements below.
9.7	Performance Measures Requirements	a. Ninety-five percent (95%) of all required reports shall be timely submitted.	3M Electronic Monitoring agrees to submit the required reports.
9.8	Performance Measures Requirements	b. Ninety percent (90%) of training evaluation forms completed on the Vendor's training sessions shall indicate a score of satisfactory or better.	3M Electronic Monitoring agrees to this requirement.
9.9	Performance Measures Requirements	c. Ninety percent (90%) of officer's, supervisors and Manager evaluation forms completed on the Vendor's hardware, system software, monitoring center services and overall customer support shall indicate a score of satisfactory or better.	3M Electronic Monitoring agrees to this requirement.
9.10	Performance Measures Requirements	d. One hundred percent (100%) of system failures shall be reported to the Agency within thirty (30) minutes of occurrence.	3M Electronic Monitoring will report any system failure to an Agency within 30 minutes of occurrence.
9.11	Performance Measures Requirements	e. One hundred percent (100%) of monthly usage charges shall be invoiced to the Agency within 15 days after the end of the month service is provided.	3M currently invoices agencies within 15 days after the end of the month service is provided and will continue to comply with this requirement.
9.12	Performance Measures Requirements	The Vendor shall advise the Agency, in writing, of any extenuating circumstances that will prohibit the Vendor from meeting the above-outlined performance measures. The Vendor shall provide quarterly performance plan reports to the Agency Program Manager.	If any extenuating circumstances arise, 3M will advise the Agency in writing. 3M will continue to provide quarterly performance plan reports to the Agency Program Manager.
9.13	Background Checks	The Vendor shall conduct Criminal background checks for security purposes on all of its employees designated as GPS tracking and monitoring staff. The results of the background checks shall be available for review by the Agency. The MCC Contract Administrator on behalf of the Agency has full discretion to require the Vendor to disqualify, prevent, or remove any of its staff from any work being performed under the Contract upon the report of an unsatisfactory background check.	We have a very strict, selective hiring practice that includes multiple precautions to protect the security, confidentiality, and best interest of our clients. Our hiring policy requires that all applicants for employment complete a standard employment application form. Those that meet the criteria for an open position complete a multi-stage interview and reference process, followed by a pre-employment drug screen. Additionally, a felony background check is conducted and verified before any offer of employment is extended. For an added level of security, background checks on customer facing employees or those with access to our software or secure areas are updated annually. 3M agrees that the results of the background checks shall be available or review by the Agency in accordance with privacy laws.

Contract 00212 with 3M Electronic Monitoring, Inc. for Electronic Monitoring of Offenders

9.14	Background Checks	The Vendor shall not offer employment to any individual or assign any individual to work under this Contract, who has not had a background check, conducted and the findings of the background check have been determined to be satisfactory.	The policy stated above in specification 9.13 will apply to all employees working on the WSCA contract.
10.0	SECTION J Additional Vendor's Equipment and Services		
Item	Function	Description	Describe how Vendor meets or exceeds specifications
10.1		The Vendor may offer additional Equipment and Services. The Vendor should provide list and include a summary of each additional piece of equipment, to include: one device or system devices, description, training manuals, functionality, service, and optional pricing. Services may be negotiated based on each user Agency's needs.	
11.0	SECTION K Vendor Provided Offender Services		
Item	Description		Describe how Vendor meets or exceeds specifications
11.1	<p>The Vendor may offer, Offender Funded/Full Service Programs. The Vendor shall provide locally based staff to implement this program and may recoup the costs for their services directly from the offender. Services may be negotiated based on each user Agency's needs and may include any/all of the following:</p> <ul style="list-style-type: none"> • Offender Enrollment • Offender Initial Contact • Installing of Devices on Offender • Monitoring of Offender with Initial Investigation of Alerts with Notification to Officer on Verified Violations • Field Service Calls/Maintenance of Equipment • Offender orientation, fee assessment and collection of fees from Offender • Case Management Services • Work/school verification • Schedule entry/maintenance • Collateral office visits to review compliance, adjust schedules. 		<p>3M Currently provides offender funded/full service programs and proposes this service as part of the WSCA contract. Upon request from an Agency, we will either provide these services directly or by utilizing one of our experienced subcontractors, listed in <i>Appendix D</i> of this Response. Example: We currently offer an offender funded, sliding scale, full service program in Marion County, Indiana. This customer utilizes GPS, RF, and Alcohol Electronic Monitoring equipment. 3M works in partnership with our subcontractor Emerge Monitoring to collect offender fees and install, de-install, and retrieve electronic monitoring equipment. The on-site personnel provide offender enrollment and manage the inventory and provide technical assistance as well as field service calls. Our Monitoring Center as well as any on-site personnel will be available to assist with schedule entry and maintenance.</p>

Contract 00212 with 3M Electronic Monitoring, Inc. for Electronic Monitoring of Offenders

APPENDIX E PRICE SHEETS

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

CATEGORY 1 – RADIO FREQUENCY (RF) ELECTRONIC MONITORING			
Description	Qty	Unit	Daily Rate*
Radio Frequency (RF) Continuous Signaling Electronic Monitoring Service <u>Equipment/Unit (when in use)</u> (Receiver (Home Unit) - Landline Communication Connection)	1 - 100	EA	<u>\$1.83</u>
	101 – 250	EA	<u>\$1.75</u>
	251 – 500	EA	<u>\$1.65</u>
	501 – 1,500	EA	<u>\$1.55</u>
	1,501 – 3,000	EA	<u>\$1.50</u>
	3,001+	EA	<u>\$1.45</u>
Body-Attached Ankle Bracelet (transmitter): Mfg.: <u>3M Electronic Monitoring</u> Brand/Model: <u>3M™ Small RF Transmitter</u> With Receiver/Home Unit with Landline Connection: Mfg.: <u>3M Electronic Monitoring</u> Brand/Model: <u>3M™ Home Curfew RF Monitoring System</u>	<u>Monitoring Service/Unit (when in use)</u>		
	1 - 100	EA	<u>\$0.00</u>
	101 – 250	EA	<u>\$0.00</u>
	251 – 500	EA	<u>\$0.00</u>
	501 – 1,500	EA	<u>\$0.00</u>
	1,501 – 3,000	EA	<u>\$0.00</u>
3,001+	EA	<u>\$0.00</u>	
(*Daily rate determined on a per customer basis.)			

Description	Qty	Unit	Daily Rate*
Radio Frequency (RF) Continuous Signaling Electronic Monitoring Service <u>Equipment/Unit (when in use)</u> (Receiver (Home Unit) - Cellular Communication Connection)	1 - 100	EA	<u>\$2.50</u>
	101 – 250	EA	<u>\$2.50</u>
	251 – 500	EA	<u>\$2.50</u>
	501 – 1,500	EA	<u>\$2.25</u>
	1,501 – 3,000	EA	<u>\$2.15</u>
	3,001+	EA	<u>\$1.95</u>
Body-Attached Ankle Bracelet (transmitter): Mfg.: <u>3M Electronic Monitoring</u> Brand/Model: <u>3M™ Small RF Transmitter</u> With Receiver/Home Unit with Cellular Communication: Mfg.: <u>3M Electronic Monitoring</u> Brand/Model: <u>3M™ Home Curfew RF Monitoring System - Cell</u>	<u>Monitoring Service/Unit (when in use)</u>		
	1 - 100	EA	<u>\$0.00</u>
	101 – 250	EA	<u>\$0.00</u>
	251 – 500	EA	<u>\$0.00</u>
	501 – 1,500	EA	<u>\$0.00</u>
	1,501 – 3,000	EA	<u>\$0.00</u>
3,001+	EA	<u>\$0.00</u>	
(*Daily rate determined on a per customer basis.)			

Contract 00212 with 3M Electronic Monitoring, Inc. for Electronic Monitoring of Offenders

Description	Unit	Unit Price
Lost/Damaged/Stolen Equipment Replacement for above RF Continuous Signaling Electronic Monitoring Equipment		
Body-Attached Ankle Bracelet Mfg.: <u>3M Electronic Monitoring</u> Brand/Model: <u>3M™ Small RF Transmitter</u>	EA	<u>\$175.00</u>
Receiver (Home Unit) – with Landline communication connection. Mfg.: <u>3M Electronic Monitoring</u> Brand/Model: <u>3M™ Home Curfew RF Monitoring System</u>	EA	<u>\$425.00</u>
Receiver (Home Unit) – with Cellular communication. Mfg.: <u>3M Electronic Monitoring</u> Brand/Model: <u>3M™ Home Curfew RF Monitoring System - Cell</u>	EA	<u>\$689.00</u>

Description	Qty	Unit	Daily Rate*
Preferred Optional Service: Radio Frequency (RF) Random/Scheduled Tracking Service			
<u>Equipment/Unit (when in use)</u>	1 - 100	EA	<u>\$0.98</u>
Mfg.: <u>3M Electronic Monitoring</u>	101 – 250	EA	<u>\$0.90</u>
Brand/Model: <u>3M™ Voice Verification System</u>	251 – 500	EA	<u>\$0.80</u>
	501 - 1000	EA	<u>\$0.70</u>
	1001 +	EA	<u>\$0.60</u>
<u>Monitoring Service/Unit (when in use)</u>	1 - 100	EA	<u>\$0.00</u>
Basic Monitoring Service (24x7 help desk and automated alert notification is included in the equipment/unit above	101 – 250	EA	<u>\$0.00</u>
	251 – 500	EA	<u>\$0.00</u>
	501 - 1000	EA	<u>\$0.00</u>
(*Daily rate determined on a per customer basis.)	1001 +	EA	<u>\$0.00</u>

Contract 00212 with 3M Electronic Monitoring, Inc. for Electronic Monitoring of Offenders

Description	Order Qty	Unit	Unit Price
Preferred Optional Service: Radio Frequency (RF) Mobile (Drive By) Receiver <u>Equipment/Unit</u> Mfg.: <u>3M Electronic Monitoring</u> Brand/Model: <u>3M™ Officer Mobile Unit</u> (Daily rate applies when device is leased and placed in agency's inventory.)	1 - 50	EA	<u>\$900.00</u>
	51 - 100	EA	<u>\$800.00</u>
	101 +	EA	<u>\$750.00</u>
			<u>Daily Rate</u>
	1+	EA	<u>\$1.45</u>

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

Vendor may offer and provide Radio Frequency (RF) Monitoring Service on an optional basis for both juvenile and adult Participants to Agencies operating on a local or statewide basis. Vendor shall provide staff to implement this program and may recoup the costs for their services directly from the Agency and/or Participant. Vendor's administrative fee to administer (including invoicing services) and provide an optional Offender Funded Program shall be an additional See Below per unit/day.

Vendor shall provide staff to implement this program and may recover the costs for their services at a negotiated amount directly from the Agency and/or Participant.

Description of Optional Services

Typical Daily Charge

- | | |
|---|---------------------------|
| 1. <u>Data Entry – Offender Enrollment/Changes/Removal from system software</u> | \$ <u>0.40</u> /unit/day |
| 2. <u>Onsite Installation and Retrieval based on 500 unit deployment (smaller program pricing will be negotiated on a case by case basis)</u> | \$ <u>1.25</u> /unit/ day |
| 3. <u>Outbound calls to offenders (protocol agreed upon by vendor and agency with pricing up to the listed rate)</u> | \$ <u>0.50</u> /unit/ day |
| 4. <u>Outbound calls to officers (protocol agreed upon by vendor and agency with pricing up to the listed rate)</u> | \$ <u>0.40</u> /unit/ day |
| 5. <u>Outbound calls to officers and offenders (protocol agreed upon by vendor and agency with pricing up to the listed rate)</u> | \$ <u>0.90</u> /unit/ day |
| 6. <u>Offender funded program (based on agency accepting financial liability upon offender payment default)</u> | \$ <u>2.00</u> /unit/ day |

Optional Radio Frequency (RF) Monitoring Services	Qty	Unit	Daily Rate*
Optional Alert Notifications (Reference Specifications. 5.0)			
1. Closed-loop Notification (notify with confirmation of Officer call-back verification)	1	EA	<u>\$0.05</u>
2. Escalating notification (notify, pause for call-back verification, escalate to notify next Officer/contact, pause, continue)	1	EA	<u>\$0.05</u>
3. Identify any/all system automated capabilities	1	EA	<u>\$0.00</u>

Contract 00212 with 3M Electronic Monitoring, Inc. for Electronic Monitoring of Offenders

Curfew and equipment status optional alerts reports other than by web-based system and/or email (Reference Specifications. 5.1 – 5.11) <ol style="list-style-type: none"> 1. By Fax 2. And/or by telephone 	1 1	EA EA	<u>\$0.00</u> <u>\$0.40</u>
Verbal notification made by Monitoring Center staff to agency personnel or offenders on an optional basis (Reference Specifications. 5.12). Pricing is on a “per call” basis.	1	EA	<u>See Above</u>

Contract 00212 with 3M Electronic Monitoring, Inc. for Electronic Monitoring of Offenders

APPENDIX E PRICE SHEETS

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

CATEGORY 2 – ALCOHOL MONITORING EQUIPMENT AND SERVICE				
Description	Qty	Unit	Daily Rate*	
Alcohol Monitoring Equipment and Service (Receiver (Home Unit) - Landline) Mfg.: <u>3M Electronic Monitoring</u> Brand/Model: <u>3M™ Remote Alcohol Monitoring System</u> Monitoring Service/Unit (when in use) Basic Monitoring Service (24x7 help desk and automated alert notification is included in the equipment/unit above (*Daily rate determined on a per customer basis.)	<u>Equipment/Unit (when in use)</u>	1 - 50	EA	<u>\$3.35</u>
		51 – 150	EA	<u>\$3.30</u>
		151 – 300	EA	<u>\$3.25</u>
		301+	EA	<u>\$3.10</u>
		1 - 50	EA	<u>\$0.00</u>
		51 – 150	EA	<u>\$0.00</u>
		151 – 300	EA	<u>\$0.00</u>
		301+	EA	<u>\$0.00</u>

Description	Qty	Unit	Daily Rate*	
Alcohol Monitoring Equipment and Service (Receiver (Home Unit) - Cellular) Mfg.: <u>3M Electronic Monitoring</u> Brand/Model: <u>3M™ Remote Alcohol Monitoring System - Cell</u> Monitoring Service/Unit (when in use) (*Daily rate determined on a per customer basis.)	<u>Equipment/Unit (when in use)</u>	1 - 50	EA	<u>\$3.95</u>
		51 – 150	EA	<u>\$3.95</u>
		151 – 300	EA	<u>\$3.95</u>
		301+	EA	<u>\$3.50</u>
		1 - 50	EA	<u>\$0.00</u>
		51 – 150	EA	<u>\$0.00</u>
		151 – 300	EA	<u>\$0.00</u>
		301+	EA	<u>\$0.00</u>

Contract 00212 with 3M Electronic Monitoring, Inc. for Electronic Monitoring of Offenders

Description	Unit	Unit Price
Alcohol Monitoring Equipment and Service Lost/Damaged/Stolen Equipment Replacement for above Alcohol Monitoring Equipment		
Receiver (Home Unit) – Landline Mfg.: 3M Electronic Monitoring Brand/Model: <u>3M™ Remote Alcohol Monitoring System</u>	EA	<u>\$900.00</u>
Receiver (Home Unit) – Cellular Mfg.: 3M Electronic Monitoring Brand/Model: <u>3M™ Remote Alcohol Monitoring System - Cell</u>	EA	<u>\$995.00</u>

Optional Service: Alcohol Monitoring Equipment and Service – Optional Vendor Provided Offender Services

Vendor may offer and provide an offender funded program for Alcohol Monitoring Equipment and Service. Vendor shall provide staff to implement this program and may recoup the costs for their services directly from the Agency and/or Participant. Vendor’s administrative fee to administer (including invoicing services) and provide an optional Offender Funded Program shall be an additional See Below per unit/day.

Vendor shall provide staff to implement this program and may recover the costs for their services at a negotiated amount directly from the Agency and/or Participant.

<u>Description of Optional Services</u>	<u>Typical Daily Charge</u>
1. <u>Data Entry – Offender Enrollment/Changes/Removal from system software</u>	<u>\$0.40/unit/day</u>
2. <u>Onsite Installation and Retrieval based on 500 unit deployment (smaller program pricing will be negotiated on a case by case basis)</u>	<u>\$1.25/unit/ day</u>
3. <u>Outbound calls to offenders (protocol agreed upon by vendor and agency with pricing up to the listed rate)</u>	<u>\$0.50/unit/ day</u>
4. <u>Outbound calls to officers (protocol agreed upon by vendor and agency with pricing up to the listed rate)</u>	<u>\$0.40/unit/ day</u>
5. <u>Outbound calls to officers and offenders (protocol agreed upon by vendor and agency with pricing up to the listed rate)</u>	<u>\$0.90/unit/ day</u>
6. <u>Offender funded program (based on agency accepting financial liability upon offender payment default)</u>	<u>\$2.00/unit/ day</u>

Description	Daily Rate*
Alcohol Monitoring Equipment and Service – Optional Services	
Description of Optional Services:	
1. <u>3M™ Remote Alcohol & Curfew Monitoring System</u>	<u>\$4.05</u>
2. <u>3M™ Remote Alcohol & Curfew Monitoring System-Cell</u>	<u>\$4.85</u>
3. <u>Mobile Remote Alcohol Monitoring Unit (Soberlink)</u>	<u>\$6.00</u>

**CATEGORY 3 – SATELLITE MONITORING AND REMOTE TRACKING SERVICE
(GLOBAL POSITIONING SYSTEM (GPS))
Using One-piece Body-attached Device**

Description	Qty	Unit	Daily Rate*
Satellite Monitoring and Remote Tracking Service (One-piece Body-attached Device) – Active, Hybrid and Passive Mode. One-piece Body-attached Device: Mfg.: <u>3M Electronic Monitoring</u> Brand/Model: <u>3M™ One-Piece GPS Offender Tracking Device</u> (Includes additional accessory (beacon/similar device) for in-home use when needed at no additional cost.)	<u>Equipment/Unit (when in use):</u>		
	1 - 100	EA	<u>\$3.10</u>
	101 – 250	EA	<u>\$3.10</u>
	251 – 500	EA	<u>\$3.10</u>
	501 – 1,500	EA	<u>\$3.05</u>
	1,501 – 3,000	EA	<u>\$3.05</u>
	3,001+	EA	<u>\$3.00</u>
	<u>Monitoring Service for Active Mode/Unit (when in use):</u>		
	1 - 100	EA	<u>\$0.10</u>
	101 – 250	EA	<u>\$0.10</u>
251 – 500	EA	<u>\$0.10</u>	
501 – 1,500	EA	<u>\$0.10</u>	
1,501 – 3,000	EA	<u>\$0.10</u>	
3,001+	EA	<u>\$0.10</u>	
<u>Monitoring Service for Required Hybrid Mode/Unit (when in use):</u> (Reference Specifications Sections 4a.13 and 4a.16)			
This pricing also applies to the vendor’s own Optional Hybrid Mode program. Contact vendor for details.			
1 - 100	EA	<u>\$0.05</u>	
101 – 250	EA	<u>\$0.05</u>	
251 – 500	EA	<u>\$0.05</u>	
501 – 1,500	EA	<u>\$0.05</u>	
1,501 – 3,000	EA	<u>\$0.05</u>	
3,001+	EA	<u>\$0.05</u>	
<u>Monitoring Service for Passive Mode/Unit (when in use):</u>			
1 - 100	EA	<u>\$0.00</u>	
101 – 250	EA	<u>\$0.00</u>	
251 – 500	EA	<u>\$0.00</u>	
501 – 1,500	EA	<u>\$0.00</u>	
1,501 – 3,000	EA	<u>\$0.00</u>	
3,001+	EA	<u>\$0.00</u>	

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

Contract 00212 with 3M Electronic Monitoring, Inc. for Electronic Monitoring of Offenders

Description	Unit	Unit Price
Required: Lost/Damaged/Stolen Equipment Replacement for above one-piece body-attached device for Satellite Monitoring and Remote Tracking Service		
Body-attached Bracelet Device Mfg.: <u>3M Electronic Monitoring</u> Brand/Model: <u>3M™ One-Piece GPS Offender Tracking Device</u>	EA	<u>\$650.00</u>
Accessory (such as beacon or similar device) for enhanced location verification and landline communication at home. Mfg.: <u>3M Electronic Monitoring</u> Brand/Model: <u>3M™ Home Curfew Base Unit (Beacon)</u>	EA	<u>\$325.00</u>

Optional Service: Satellite Monitoring and Remote Tracking Service for One-piece Body-attached Device – Optional Vendor Provided Offender Services

Vendor may offer and provide Satellite Monitoring and Remote Tracking Service on a preferred optional service basis for both juvenile and adult Participants to Agencies operating on a local or statewide basis. Vendor shall provide staff to implement this program and may recoup the costs for their services directly from the Agency and/or Participant. Vendor’s administrative fee to administer (including invoicing services) and provide a preferred optional Offender Funded Program shall be an additional See Below per unit/day.

Vendor shall provide staff to implement this program and may recover the costs for their services at a negotiated amount directly from the Agency and/or Participant.

Description of Optional Services

Typical Daily Charge

- | | |
|---|------------------|
| 1. <u>Data Entry – Offender Enrollment/Changes/Removal from system software</u> | \$0.40/unit/day |
| 2. <u>Onsite Installation and Retrieval based on 500 unit deployment (smaller program pricing will be negotiated on a case by case basis)</u> | \$1.25/unit/ day |
| 3. <u>Outbound calls to offenders (protocol agreed upon by vendor and agency with pricing up to the listed rate)</u> | \$0.50/unit/ day |
| 4. <u>Outbound calls to officers (protocol agreed upon by vendor and agency with pricing up to the listed rate)</u> | \$0.40/unit/ day |
| 5. <u>Outbound calls to officers and offenders (protocol agreed upon by vendor and agency with pricing up to the listed rate)</u> | \$0.90/unit/ day |
| 6. <u>Offender funded program (based on agency accepting financial liability upon offender payment default)</u> | \$2.00/unit/ day |

**CATEGORY 3 – SATELLITE MONITORING AND REMOTE TRACKING SERVICE
(GLOBAL POSITIONING SYSTEM (GPS))
Using Multi-Piece System**

Description	Qty	Unit	Daily Rate*
Satellite Monitoring and Remote Tracking Service (Multi-piece System) – Active, Hybrid and Passive Mode.	<u>Equipment/Unit (when in use):</u>		
	1 - 100	EA	<u>\$4.25</u>
	101 – 250	EA	<u>\$4.20</u>
	251 – 500	EA	<u>\$4.10</u>
	501 – 1,500	EA	<u>\$4.05</u>
	1,501 – 3,000	EA	<u>\$4.00</u>
	3,001+	EA	<u>\$3.95</u>
	<u>Monitoring Service for Active Mode/Unit (when in use):</u>		
	1 - 100	EA	<u>\$0.10</u>
	101 – 250	EA	<u>\$0.10</u>
251 – 500	EA	<u>\$0.10</u>	
501 – 1,500	EA	<u>\$0.10</u>	
1,501 – 3,000	EA	<u>\$0.10</u>	
3,001+	EA	<u>\$0.10</u>	
<u>Monitoring Service for Required Hybrid Mode/Unit (when in use):</u> (Reference Specifications Sections 4b.13 and 4b.16)			
This pricing also applies to the vendor’s own Optional Hybrid Mode program. Contact vendor for details.			
1 - 100	EA	<u>\$0.00</u>	
101 – 250	EA	<u>\$0.00</u>	
251 – 500	EA	<u>\$0.00</u>	
501 – 1,500	EA	<u>\$0.00</u>	
1,501 – 3,000	EA	<u>\$0.00</u>	
3,001+	EA	<u>\$0.00</u>	
<u>Monitoring Service for Passive Mode/Unit (when in use):</u>			
1 - 100	EA	<u>\$0.00</u>	
101 – 250	EA	<u>\$0.00</u>	
251 – 500	EA	<u>\$0.00</u>	
501 – 1,500	EA	<u>\$0.00</u>	
1,501 – 3,000	EA	<u>\$0.00</u>	
3,001+	EA	<u>\$0.00</u>	

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

Contract 00212 with 3M Electronic Monitoring, Inc. for Electronic Monitoring of Offenders

Description	Unit	Unit Price
Required: Lost/Damaged/Stolen Equipment Replacement for above multi-piece device system for Satellite Monitoring and Remote Tracking Service		
Body-attached Bracelet Device Mfg.: <u>3M Electronic Monitoring</u> Brand/Model: <u>3M™ Bracelet</u>	EA	<u>\$100.00</u>
Body-worn Device Mfg.: <u>3M Electronic Monitoring</u> Brand/Model: <u>3M™ Two-Piece GPS Offender Tracking Device</u>	EA	<u>\$925.00</u>
Accessory (such as beacon or similar device) for enhanced location verification and landline communication at home. Mfg.: <u>3M Electronic Monitoring</u> Brand/Model: <u>3M™ Home Curfew Base Unit (Base Unit 2000)</u>	EA	<u>\$425.00</u>

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

Vendor may offer and provide Satellite Monitoring and Remote Tracking Service on a preferred optional service basis for both juvenile and adult Participants to Agencies operating on a local or statewide basis. Vendor shall provide staff to implement this program and may recoup the costs for their services directly from the Agency and/or Participant. Vendor’s administrative fee to administer (including invoicing services) and provide a preferred optional Offender Funded Program shall be an additional See Below per unit/day.

Vendor shall provide staff to implement this program and may recover the costs for their services at a negotiated amount directly from the Agency and/or Participant.

Description of Optional Services

Typical Daily Charge

1. <u>Data Entry – Offender Enrollment/Changes/Removal from system software</u>	<u>\$0.40/unit/day</u>
2. <u>Onsite Installation and Retrieval based on 500 unit deployment (smaller program pricing will be negotiated on a case by case basis)</u>	<u>\$1.25/unit/ day</u>
3. <u>Outbound calls to offenders (protocol agreed upon by vendor and agency with pricing up to the listed rate)</u>	<u>\$0.50/unit/ day</u>
4. <u>Outbound calls to officers (protocol agreed upon by vendor and agency with pricing up to the listed rate)</u>	<u>\$0.40/unit/ day</u>
5. <u>Outbound calls to officers and offenders (protocol agreed upon by vendor and agency with pricing up to the listed rate)</u>	<u>\$0.90/unit/ day</u>
6. <u>Offender funded program (based on agency accepting financial liability upon offender payment default)</u>	<u>\$2.00/unit/ day</u>
7. <u>Active MTD with basic 24x7x365 monitoring and help desk services</u>	<u>\$5.50/unit/ day</u>
8. <u>Passive MTD with basic 24x7x35 monitoring and help desk services</u>	<u>\$3.82/unit/ day</u>
9. <u>Two-Way voice capability for Two-Piece GPS Offender Tracking Device</u>	<u>\$0.75/unit/ day</u>