NEW HANOVER COUNTY
COMMUNITY JUSTICE SERVICES DEPARTMENT
PRETRIAL RELEASE SERVICES

REQUEST FOR PROPOSALS

ELECTRONIC MONITORING EQUIPMENT & SERVICES

RFP # 19-0353

COUNTY COMMISSIONERS

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NEW HANOVER COUNTY
COMMUNITY JUSTICE SERVICES DEPARTMENT
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Sealed proposals addressed to Lena Butler, Purchasing Supervisor, New Hanover County Finance Office, 230 Government Center Drive, Suite 165, Wilmington, North Carolina 28403 and marked “RFP # 19-0353-ELECTRONIC MONITORING EQUIPMENT & SERVICES” will be accepted until 5:00 P.M. EST, May 1, 2019.

Instructions for submitting proposals and complete requirements and information may be obtained by visiting the County’s website at http://www.nhcgov.com/business-nhc/bids.

New Hanover County reserves the right to accept or reject any or all proposals and to make the award which will be most advantageous to the County.

Lena L. Butler, Purchasing Supervisor
New Hanover County
(910) 798-7190
Section 2 – Information to Proposers

2.1 – Schedule

<table>
<thead>
<tr>
<th>ACTION</th>
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</thead>
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<tr>
<td>Release of RFP</td>
<td>April 1, 2019</td>
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<tr>
<td>Deadline for Questions</td>
<td>April 8, 2019 @ 5:00 PM EST</td>
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<td>Response to Questions</td>
<td>April 15, 2019</td>
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<td>Deadline for Proposals</td>
<td>May 1, 2019 @ 5:00 PM EST</td>
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<td>Tentative Notifications/Award Date</td>
<td>May 20, 2019</td>
</tr>
<tr>
<td>Contract Start Date</td>
<td>July 1, 2019</td>
</tr>
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2.2 – Preparation of Proposal

Proposers are instructed to submit one (1) original and one (1) electronic copy on CD or USB. Please do not submit a protected electronic copy which can’t be copied. The electronic copy allows the information to be copied and distributed among the evaluation team.

All prices and notations shall be written in ink or typed. Changes or corrections made in the proposal must be initialed by the individual signing the proposal. **PROPOSALS NOT SIGNED WILL BE DEEMED NONRESPONSIVE AND REJECTED.**

2.3 – Submission of Proposal

The proposer should submit a list of at least three customers who are currently using the product that is being proposed to New Hanover County. The list should include contact information for each of the references. Submit the proposal with any attachments in a sealed envelope properly marked “RFP # 19-0353-ELECTRONIC MONITORING EQUIPMENT & SERVICES” and addressed to:

New Hanover County Finance Office  
Attn: Lena Butler, Purchasing Supervisor  
230 Government Center Drive, Suite 165  
Wilmington, NC 28403

2.3.1 Any inquiries, requests for interpretation, technical questions, clarification, or additional information shall be directed to Lena Butler, Purchasing Supervisor by emailing lbutler@nhcgov.com. All questions concerning this proposal shall reference the section number and paragraph. Questions and responses affecting the scope of the services will be provided to Proposers by issuance of an Addendum. All questions shall be received no later than 5:00 P.M., EST, April 8, 2019.

2.3.2 Proposers may not have communications, verbal or otherwise, concerning this RFP with any personnel or boards from New Hanover County, other than the person listed in this section. If any Proposer attempts any unauthorized communication, the proposal will be rejected.

2.3.3 All Proposers who intend to submit a proposal on this project should send an email to lbutler@nhcgov.com including pertinent contact information. This will ensure that you receive the WebEx information as well as any addenda issued for this RFP; if applicable.

2.4 – Pre-Proposal Meeting

There will be no Pre-Proposal Meeting for this solicitation.
2.5 - Cost of Preparation of Response
Costs incurred by prospective Proposers in the preparation of the response to this Request for Proposals are the responsibility of the Proposer and will not be reimbursed by The County.

2.6 - Execution of Agreement
The successful Proposer will be required to enter into a formal agreement that is consistent with the RFP outlined within. The successful Proposer to whom the Contract is awarded by The County shall within 15 days after notice of award and receipt of Agreement forms from the County, sign and deliver to the County all required copies of said Agreement.

2.7 - Trade Secret Confidentiality
Upon receipt of your proposal by New Hanover County, your proposal is considered a public record except for material which qualifies as "trade secret" under N.C. General Statute 132-1.2. After opening, your proposal will be provided to County staff and others who participate in the evaluation process, and to members of the general public who submit public records requests.

To properly designate material as trade secret under these circumstances, each Proposer must take the following precautions: (a) any trade secrets submitted by a Proposer must be submitted in a separate, sealed envelope marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation must be stamped on each page of the trade secret materials contained in the envelope.

**Do not attempt to designate your entire Proposal as a trade secret, and do not attempt to designate pricing information as a trade secret.** Doing so will result in your Proposal being disqualified.

In submitting a Proposal, each Proposer agrees that the County may reveal any trade secret materials contained in such response to all County staff and County officials involved in the selection process, and to any outside consultant or other third parties who assist the County in the selection process. Furthermore, each Proposer agrees to indemnify and hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material, which the Proposer has designated as a trade secret.

2.8 - Withdrawal of Proposals
Proposers may withdraw or withdraw and resubmit their proposal at any time prior to the closing time for receipt of proposals. NO proposal may be withdrawn after the scheduled closing time for receipt of proposals for a period of ninety (90) days.

2.9 - Late Proposals
Late proposals will not be accepted. It is the responsibility of the Proposer to have their proposal in the office specified in the Advertisement for Bids by the time and date of the opening.

2.10 - Equal Opportunity
The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Proposer agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Proposer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.
Pursuant to GS 143-48, New Hanover County encourages small contractors, minority contractors, physically handicapped contractors, and women contractors to submit proposals in response to this RFP.

2.11 - Indemnity
The successful Proposer shall indemnify and hold the County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by the Successful Bidder hereunder, resulting from the negligence of or the willful act or omission of the Contractor, his agents, employees and subcontractors.

2.12 – E-Verify
Pursuant to Session Law 2013-418, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. County requires an affidavit attesting to Contractor’s compliance. Violation of the provision, unless timely cured, shall constitute a breach of contract.

2.13 - Insurance
Before commencing any work, the Contractor shall procure insurance in the Contractor’s name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed in this Agreement. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors, whether such operations are done by himself/herself or anyone directly or indirectly employed by him/her.

Minimum Scope and Limits of Insurance

2.13.1 Commercial General Liability (CGL)
2.13.1.1 Contractor shall maintain CGL and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than $1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.
2.13.1.2 CGL insurance shall be written on Insurance Services Office (ISO) “occurrence” form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
2.13.1.3 The County, its officers, officials, agents, and employees are to be covered as additional insured under the CGL by endorsement CG 20-10 and CG 20-37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the contractor, premises owned, leased or used by the contractor, and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to The County, its officers, officials, agents, and employees.
2.13.1.4 The Contractors CGL insurance shall be primary as respects The County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by The County, its officers, officials, agents, and employees shall be in excess of and not contribute with the Contractor’s insurance.

2.13.2 Workers Compensation and Employers Liability Insurance
2.13.2.1 Contractor shall maintain Workers’ Compensation as required by the general statutes of the State of North Carolina and Employer’s Liability Insurance.
2.13.2.2 Employer’s Liability, and if necessary, CUL insurance shall not be less than $500,000 for each accident for bodily injury by accident, $500,000 for each employee for bodily injury by disease, and $500,000 policy limit.
2.13.2.3 The insurer shall agree to waive all rights of subrogation against County, its officers, officials, agents, and employees for losses arising from work or services performed by Contractor for County.

2.13.3 Business Auto Liability
2.13.3.1 Contractor shall maintain applicable Business or Personal Auto Liability and, if necessary, CUL insurance with a limit of not less than $1,000,000 each accident. Personal auto insurance may be accepted in lieu of Business Auto Insurance.

2.13.3.2 Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos used in the performance of work or services.

2.13.3.3 Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide Contractual liability coverage equivalent to that provided in ISO form CA 00 01.

2.13.3.4 Contractor’s Business Auto Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be in excess of and shall not contribute to Contractor’s insurance.

2.13.4 **Cyber Liability**
Bidder shall maintain cyber liability insurance in the amount of $2,000,000 each occurrence and insuring against liability to cover expenses associated with data breaches, including; notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties and loss resulting from identity theft.

2.13.5 **Professional Liability (Not Required For This Project)**
2.13.5.1 Contractor shall maintain in force for the duration of this Contract professional liability or errors and omissions liability insurance appropriate to Contractor’s profession. Coverage as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of Contractor’s services as defined in this Contract. Coverage shall be written subject to limits of not less than $2,000,000 per loss.

2.13.5.2 If coverage in this Contract is on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract, and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that services under the Contract is complete.

2.13.6 **Deductibles and Self-Insured Retentions**
2.13.6.1 Any deductibles or self-insured retentions must be declared to and approved by The County. At the option of The County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects The County, its officers, officials, agents, or employees or the Contractor shall procure a bond guaranteeing payment of deductibles of self-insured retentions.

2.13.6.2 The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not The County is an insured under the policy.

2.13.7 **Miscellaneous Insurance Provisions**
2.13.7.1 The policies are to contain or be endorsed to contain the following provisions:

2.13.7.2 Any failure to comply with reporting provisions of the policies listed in this agreement shall not affect coverage provided to The County, its officers, officials, and employees.

2.13.7.3 Each insurance policy required by this contract shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to The County, 230 Government Center Drive, Suite 128, Wilmington, NC 28403.

2.13.7.4 If Contractor’s liability policies do not contain the standard ISO separation of insured provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

2.13.8 **Acceptability of Insurers**
2.13.8.1 Insurance is to be placed with Insurers licensed to do business in the State of North Carolina with an A.M. Best’s rating of no less than A VII unless The County has granted specific approval.

2.13.9 **Evidence of Insurance**
2.13.9.1 The contractor shall furnish The County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing
the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.

2.13.9.2 Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this agreement.

2.13.9.3 With respect to insurance maintained after final payment in compliance with requirement, an additional certificate(s) evidencing such coverage shall be provided to The County with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

2.13.10 Subcontractors
Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificate for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

2.13.11 Conditions
2.13.11.1 The insurance required for this contract must be on the forms acceptable to The County.
2.13.11.2 Where circumstances warrant, The County may, at its discretion subject to acceptance by the Risk Management and/or Finance Department accept letters of credit or custodial accounts in lieu of specific insurance requirements.
2.13.11.3 The Contractor shall provide that the insurance contributing to satisfaction of insurance requirements in this agreement shall not be canceled, terminated, or modified by the Contractor without prior written approval of The County.
2.13.11.4 The Contractor shall promptly notify the Property Management Department at (910) 798-4330 and the Risk Management Office at (910) 798-7497 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.
2.13.11.5 The County reserves the right to obtain complete, certified copies of all required insurance policies, at any time.
2.13.11.6 Failure of The County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of The County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.
2.13.11.7 By requiring insurance herein, The County does not represent that coverage and limits will necessarily be adequate to protect the Contractor and such coverage and limits shall not be deemed as a limitation of Contractor’s liability under the indemnities granted to the County in this contract.
2.13.11.8 If Contractor fails to maintain the insurance as set forth herein, The County shall have the right, but not the obligation, to purchase said insurance at the Contractor’s expense.
2.13.11.9 The Contractor or his engineer may apply to The County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.
2.13.11.10 The County shall have the right, but not the obligation of prohibiting Contractor or any subcontractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by The County.

2.14 - Addendum
The proposal package constitutes the entire set of instructions to the bidder. The County shall not be responsible for any other instructions, verbal or written, made by anyone. Any changes to the specifications will be in the form of an Addendum which will be sent to all known Proposers who are listed with the Finance Office and posted on the County’s website.

You may visit our website at [http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx](http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx), call Lena Butler at (910) 798-7190, or email lbutler@nhcgov.com or call Tamara Matthews at (910) 798-7402 or email tmatthews@nhcgov.com to check for the issuance of any addenda before submitting your bid proposal.

2.15 - Compliance With Proposal Requirements
Failure to comply with these provisions or any other provisions of the General Statutes of North Carolina will result in rejection of bid/proposal.
2.16 - Successful Proposer
The Proposer who is not currently set up as a Proposer in The County’s Proposer file will be required to submit a completed Proposer Application, W-9 and EFT form in order to be entered into the County’s Proposer database.

2.17 – Federal Uniform Guidance

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

2.18 - Right To Reject Proposals
New Hanover County reserves the right to accept or reject any or all proposals and to make the award which will be most advantageous to the County.
Section 3 – Proposal Format

A. General Information

New Hanover County is requesting proposals to establish a contract for the lease of electronic monitoring equipment, both Global Positioning Systems (GPS) and Continuous Alcohol Monitoring (CAM), and related monitoring center services for pretrial defendants awaiting trial.

Pretrial Release Services (PRS) is responsible for the community supervision of defendants released under court-ordered release conditions. Electronic Monitoring is used as a case management tool to provide additional structure to the supervision process, thereby improving compliance with release conditions and enhancing public safety.

Electronic monitoring services include active/passive GPS and CAM equipment, with 24/7/365 monitoring provided by monitoring center staff.

Defendants placed on electronic monitoring will fall under one of the following categories:

- **CAM:** This level of monitoring will be used to verify the use of alcohol and to provide daily reports of defendants’ adherence to restrictions on alcohol consumption.

- **Passive GPS:** This level of monitoring will be used to enforce geographical restrictions, verify the presence of and/or absence of defendants at certain locations and provide daily reports of defendants’ adherence to geographical restrictions.

- **Active GPS:** This level of monitoring will involve the ability to monitor and restrict defendants’ activities by allowing PRS to enforce geographical restrictions and monitor attendance at mandated programs. This level must provide the ability to locate a participant at any time of the day or night and be able to enforce the above conditions by tracking movement and activities in real time.

B. Contract Term

The term of this Agreement shall begin with Notice to Proceed and shall continue through June 30, 2022. This contract may renew under the same terms and conditions for an additional one (1) two (2) year period upon written approval of County.
C. Specific Items to Address in Your Proposal

- Company Profile
  - Corporate name, Date of incorporation, State where incorporation is registered
  - Description of the vendor’s services and activities
  - Number of employees, and location of major offices and other facilities that relate directly to the vendor’s performance under the terms of this RFP
  - Number and location of sales and technically trained representatives who will be responsible to instruct adequately all PRS personnel in the use of the products and to resolve any problems which may occur in their use
  - Copy of vendor’s certification of insurance and product literature
  - Vendor’s experience in providing electronic monitoring equipment and services

- References
  - List and description of current contracts for the provision of electronic monitoring equipment and monitoring center services, to include the dates of the contracts and numbers and types of units installed
  - Name, address, phone number, and name of agency contact person of all agencies contracted with

The County may contact these references to determine the level of customer satisfaction with the equipment and service provider.

- Financial Data
  - Audited financial statements for the vendor for the last fiscal year
  - If the vendor is a subsidiary of another corporation, the financial statements of the vendor, as well as the consolidated financial statements of the parent company
  - If the vendor is the parent corporation, parent-only financial statements, if available, and statements for the operating division that will perform these services
  - Statements shall be prepared in accordance with generally accepted accounting principles and must have been audited by a certified public accountant licensed to do business in the state in which the vendor’s principal place of business is located
  - Include a Dunn and Bradstreet rating, if available, and the Federal Employer ID Number

- Terminated and Expired Contracts
List of terminated and expired contracts for electronic monitoring equipment and monitoring center services during the past three (3) years, to include the dates of the contracts

- Name, address, phone number, and name of the agency contact person for each agency
- Specify reason for termination of each contract

- Litigation

- Include information concerning any judgments entered relating to its, or any of its subcontractors’, electronic monitoring equipment or monitoring center services activities

D. Scope of Required Services

Proposal must address all of the technical specifications detailed in Section 4-Scope of Services. Tell us if your proposed solution can meet the requirements, and if not, be specific in identifying any items you cannot comply with.

Minimum Vendor Requirements

- The vendor must appoint a project manager, or liaison, at no additional cost. The project manager will be the primary point of contact for the scheduling of onsite visits, coordination of training, and for complaint resolution;
- The vendor shall only propose equipment that represents the latest technology the vendor has to offer;
- The vendor shall provide upgraded equipment as it becomes available, at no additional cost;
- The vendor shall only propose and provide equipment that has been properly registered and certified under the Federal Communication Commission (FCC) Rules and Regulations, as applicable. The applicable FCC Identification Numbers for all equipment must be submitted with the proposal;
- Equipment must be under warranty and there must be a maintenance agreement. The vendor must include warranty and maintenance agreement information in its response;
- The vendor must be able to ship equipment within two (2) days of request. The vendor must also be able to ship equipment overnight in emergency cases;
- The vendor shall provide, at no additional charge, an inactive “spares” allotment of 20% of the total GPS units in active use based on the average number of units utilized during the prior month.
- The vendor shall provide, at no additional charge, at least three (3) spare CAM units.
- The vendor must supply a reasonable amount of consumables, such as straps and batteries, at no additional cost;
E. Financial Requirements

- Vendors must specify the cost of providing electronic monitoring equipment and services, as described in Section 4- Scope of Services. Cost should be detailed as a **daily rate** per defendant separately for CAM, Passive GPS and Active GPS, and include all monitoring, equipment and consumables, training, and maintenance costs;
- The active number of units utilized by PRS may be as low as one or as high as 100. The County is not agreeing to a set level of utilization. Accordingly, if costs change based on actual usage, please clearly indicate this.

F. Service Requirements

To receive consideration, proposals must demonstrate that they can provide the services described in Section 4- Scope of Services in a manner that best meets the needs and operation of PRS; that their background and experience qualify them to provide these services and that they have the fiscal integrity and organizational structure to support this undertaking; and that they will comply with all standards and appropriate regulations governing contracts with New Hanover County.

G. Payment Terms
The successful vendor shall submit a monthly itemized invoice for payment. New Hanover County will make payment to the vendor within thirty (30) days after receipt of invoice and satisfactory delivery of products and services.
Section 4 - Scope of Services

I. Technical Specifications

“Electronic monitoring” or “electronically monitor” or “satellite-based monitoring” means monitoring with an electronic device that is not removed from a person’s body, that is utilized by the supervising agency in conjunction with a Web-based computer system that actively monitors, identifies, tracks, and records a person’s location at least once every minute 24 hours a day, that has a battery life of at least 48 hours without being recharged, that timely records and reports or records the person’s presence near or within a crime scene or prohibited area or the person’s departure from a specified geographic location, and that has incorporated into the software the ability to automatically compare crime scene data with locations of all persons being electronically monitored so as to provide any correlation daily or in real time. In areas of the State where lack of cellular coverage requires the use of an alternative device, the supervising agency shall provide an alternative device that works in concert with the software and records location and tracking data for later download and crime scene comparison (North Carolina General Statute 15A-101.1(3a)).

A. GPS Specifications

Active GPS – the receiver/communication device must be capable of receiving GPS signals and transmitting information on the defendant’s location to the central monitoring center 24 hours per day and/or whenever the defendant is away from their approved residence.

Passive GPS – the receiving/communication device must be capable of receiving and storing GPS signals on the defendant’s location whenever the defendant is away from their approved residence.

This device must meet or exceed the following specifications:

- Be supplied with a rechargeable battery that operates on standard 110-volt household current and can maintain a charge for a minimum of 48 hours;
- Operate in active, passive and hybrid modes;
- Be easily installed and small enough to wear under normal slacks;
- Be shock resistant, water and moisture proof, and must function reliably under normal atmospheric conditions;
- Be hypoallergenic and must not pose a safety risk or hazard to the subject wearing the device or to personnel installing the device;
- Be easily attached to and removed from the subject in less than ten (10) minutes;
- Contain a coded signal unique to the individual to whom it is attached;
• Connect to the vendor’s server through a cellular network;
• Be configurable to utilize multiple cellular towers within the State for optimum location tracking;
• Recognize Wi-Fi availability and roaming on cellular networks other than that of the primary cellular service provider;
• Have a battery life of at least one (1) year. Devices containing batteries with no useful life shall be returned and replaced by the vendor with a new device or battery at no additional charge;
• Be capable of notifying both the defendant and monitoring center when the battery needs recharging;
• Be supplied with the functionality for PRS staff to communicate with the subject through the unit (i.e. by voice, tone, vibrate, light emitting diode, liquid crystal display, etc.);
• Accurately restrict a subject to the home within a range of 50 to 150 feet and be able to report the location of a subject outside the home;
• Accurately track time on an internal clock that is automatically set with periodic time checking to verify accuracy;
• Be tamper resistant, and capable of detecting and reporting attempts to tamper with the device and loss of GPS signal to PRS staff and monitoring center;
• Communication with the monitoring center must be available via a wireless network.

B. CAM Specifications

• Must be of a type approved by the Department of Public Safety, Division of Adult Correction and Juvenile Justice (North Carolina General Statute 15A-534(a)).

The device must meet or exceed the following specifications:

• Be a device that can be attached to the person;
• Capable of providing continuous alcohol monitoring twenty-four (24) hours a day, seven (7) days a week;
• Capable of capturing transdermal alcohol readings by sampling the insensible perspiration collected from air above the skin a minimum of every thirty (30) minutes;
• Automatically transmit data to the host computer within a matter of minutes of download;
• Be able to date and time stamp readings for data reporting;
• Be able to detect and report attempted tampers immediately upon occurrence;
• Be registered/certified with the Federal Communications Commission;
• Be water and shock resistant;
• Be removable in the event that a person is taken into custody or if the person experiences a verified medical emergency.
II. Monitoring System Software Requirements

The electronic monitoring tracking system and continuous alcohol monitoring software must be accessible from the internet and not require any software except Internet Explorer or Google Chrome. The GPS tracking and CAM software must be a web-based application accessible from any web-enabled computer. The vendor must provide each PRS staff a login ID and security password. Access to the tracking system software must allow for:

- Enrolling and deleting defendants from the system;
- Entering and editing defendant information, including schedules and zones for GPS;
- Entering numerous schedules and zones (GPS) per defendant;
- Viewing event histories;
- Viewing and processing violations/alerts;
- Viewing, printing, and download of all scheduled and “on demand” reports in a standard format (Word, Excel, PDF);
- Create GPS zones that can:
  - Be designated as inclusion, exclusion or buffer zone;
  - Be created in any custom shape (not limited to standard shapes such as circles);
  - Buffer zones must allow for increased monitoring/tracking of defendant;
- When creating or viewing zones, PRS staff must be able to view multiple map views, to include a standard map view and a satellite map view;
- If staff does not provide an address when creating a zone, the software should provide an address when the staff clicks on the map. The software should also have the ability to provide an address based on the latitude and longitude of collected GPS points;
- The software must allow PRS staff to view their active caseload on one page. PRS staff must be able to sort their caseload by name, alert status, location status, risk level, and by equipment type;
- PRS staff must be able to transfer defendant caseloads between members;
- Violation notification must be customizable at the PRS staff level through the software interface;
- Violation notification must be able to be sent by text and email;
- PRS staff must be able to make notes in the software about any alert that a defendant generates, with the note being attached to the alert;
- PRS staff must be able to close one or all alerts, and track who closed an alert. Staff must also be able to reopen closed alerts;
- Available reports must include a mapping report that includes the time, speed, direction, latitude, longitude, number of satellites, and address of each GPS data point collected for a defendant;
- The software must include an in-motion view with play, pause, fast forward and rewind capability;
Available reports must include a report for a single alert that includes a map (if the alert is a zone violation), the defendant’s zones and schedules, and any comments associated with that alert. PRS staff must be able to print all reports;

The software must allow PRS staff to request, on demand, the current tracking information of any tracking unit, regardless of active or passive status. This request will cause the tracking unit to send its current location information to the central monitoring computer. The software must then provide a map to display the location.

III. Monitoring Center Services Specifications

The vendor shall provide a central monitoring service center. The center shall have the capability to conduct monitoring 24 hours a day, 365 days per year without interruption. The center must be able to provide both current and historical information on the defendant’s movement data to PRS via internet technology. The center shall be capable of retaining personal information for each defendant including Name, Address, Device Type, EM start and end date, or other information deemed appropriate. The vendor shall also provide a means to enter, modify or delete any of this information by the system operators as requested by PRS staff.

The center must meet or exceed the following specifications:

- Must be capable of providing both inclusion and exclusion zones for each defendant which can be modified by PRS staff;
- Must have the ability to establish multiple curfews which vary by the days of the week;
- Must have incorporated into the software the ability to automatically compare crime scene data with locations of all persons being electronically monitored so as to provide any correlation daily or in real time. In areas of the State where lack of cellular coverage requires the use of an alternative device, the supervising agency shall provide an alternative device that works in concert with the software and records location and tracking data for later download and crime scene comparison;
- Both PRS staff and monitoring center staff must be able to communicate in real time messages to defendant through vendor provided software over a wireless network;
- Defendant movement data must be archived by the vendor and available to PRS staff for a period of five (5) years from the date the defendant was terminated from monitoring whether or not the contract is in effect at the time the request for information is made;
- Technical support and information must be available to PRS staff 24 hours a day, 365 days a year at no additional cost to the County;
- Upgrades to the system, both hardware and software, must be provided to PRS at no additional cost to the County.
IV. Central Computer Monitoring System Specifications

The vendor’s central monitoring service center must include a central computer system, compatible software and all the necessary equipment that is capable of complete monitoring of the electronic monitoring equipment with complete redundancy as defined below. This includes receiving and initiating communications to/from the defendant’s home and his/her transmitter. The system shall meet the following requirements:

- The central computer system with all associated equipment and services shall be located in a secure, environmentally controlled access facility and provide 24 hours, seven days per week monitoring;
- Shall have the ability to perform monitoring with an unlimited number of different curfew periods per day and on a customized schedule for each defendant;
- Shall be capable of retaining personal information for each defendant, including Name, Address, Phone Number, Adjudication Information, Release Date, Start Date, Device Removal Date and Removal Reason, Equipment Serial Numbers, and other pertinent information deemed appropriate. The vendor shall also provide a means to enter, modify or delete any of this information by the system operators as requested by PRS staff;
- The central computer system shall be able to process changes, report printing problems and other functions without disrupting the monitoring process. It shall have an interconnect capability for all equipment for remote printing to PRS as required;
- The vendor shall provide an uninterruptable power supply (UPS) for an instantaneous backup power source to prevent the loss of information and data in the event of short-term commercial power losses;
- Shall provide an automatic backup of data on magnetic media for any commercial power loss. This backup procedure shall also be performed at least on a daily basis to prevent data loss due to a system failure and be retained for at least one (1) year.

V. Staff Training Specifications

The vendor shall be responsible for the provision of onsite training for PRS staff in all aspects of electronic monitoring and continuous alcohol monitoring services and equipment within five (5) days of the beginning of the contract. Training shall minimally include the following: installation and de-installation of equipment, procedures for enrollment and curfew changes, troubleshooting monitoring problems, use of monitoring software; and any other training as needed to keep current on monitoring equipment and software.

The vendor shall offer training sessions and provide manuals for all equipment and system operation as part of its per diem cost. The vendor shall include an outline of this training program with their proposal. The vendor shall also provide material to be used to instruct the defendants and their families on the use and care of the equipment.
The vendor shall have technical and operational telephone support available on a toll free basis 24 hours per day, seven days per week, during the entire contract period. The vendor shall also provide onsite technical support when required. The vendor shall include a statement of their proposal of the support services offered.

VI. Accessories and Spares Specifications

The vendor shall provide necessary straps and other accessories and tools for attaching and removing defendants’ device. At no additional cost, the vendor shall supply an inventory of spare equipment. All spare units shall be maintained at the PRS office for use as immediate replacements when needed.

VII. Maintenance and Repair Specifications

The vendor shall maintain the equipment and spares in good condition and arrange for the repair or replacement of the equipment within 2 business days, at no additional cost to the County.

VIII. Reporting

The monitoring center shall provide the PRS office with daily reports about all monitored activities. This report, summarizing all defendants’ adherence to established curfews, will be accessible via internet access by 8:00 a.m. every day. The monitoring center shall provide PRS with daily reports of cases added and removed during the preceding business day. Daily reports shall include Name, EM Start and End Date, Device Type, and EM Removal Reason.

The monitoring center shall have an alert device and arrangement to notify PRS of defendants’ unauthorized absences/late arrivals plus equipment malfunctions and other appropriate functions, within 30 minutes from the initial occurrence. Alerts for tampers, zone violations or curfew violations shall be transmitted to the designated PRS staff via text message and/or telephone call.

The monitoring center shall provide a summary and detailed report of continuous alcohol monitoring events within one (1) business day after a violation is detected, or as requested by PRS staff.

The vendor’s management information system shall be capable of generating standard reports. The vendor may be required to provide custom reports and statistical analysis. Standard reports
include number of clients, number of incidents (equipment reports, violations, equipment malfunctions, etc.), client histories and curfew schedules. Examples of custom reports that may be required are number of days a defendant is monitored, number of defendants assigned to each device type, etc. Vendors must include examples of all reports that they are capable of generating as part of their proposed package.

Reports provided to PRS staff via dedicated lines or internet access on each defendant must be in a format that is both easily readable and functional. Summary management reports must also be provided, including, but not limited to, the ability to monitor system utilization and inventory. Defendant monitoring reports and system management reports must be available to PRS by vendor provided software over the internet.
In compliance with this Request for Proposals, and subject to all the conditions herein, the undersigned Proposer offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set for each item within the time specified herein. By executing this proposal, the undersigned Proposer certifies that this proposal is submitted competitively and without collusion (N.C.G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the North Carolina General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (N.C.G.S. 143-59.2), and that it is not an ineligible Proposer as set forth in N.C.G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this proposal, the undersigned certifies to the best of Proposer’s knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by N.C.G.S. §143-48.5, the undersigned Proposer certifies that it, and each of its sub-contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

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