



REQUEST FOR PROPOSALS TITLE PAGE

Hanover County, Virginia Purchasing Department

Proposal Title: **ELECTRONIC MONITORING SERVICES**

This is Hanover County's Request for Proposals 11-032701-2162TP, issued January 11, 2010. Direct requests for information to: Trena A Ponton, Purchasing Officer III by Phone: 804-365-6283; Fax: 804-365-6100; email: taponton@co.hanover.va.us. Sealed proposals will be accepted prior to **3:00 PM, January 27, 2011. Proposals received after the stated due date and time shall not be considered.** The time a bid is received shall be determined by the time stamped by the time clock in the Purchasing Department. Offerors are responsible for ensuring that Purchasing Office personnel stamp their submission by the deadline indicated. In the event this time clock is not functioning, the time shall be determined by time displayed on the landline telephone near the time clock. The time on the telephone will be written on the bid by hand, by County staff in the Purchasing Department. Should the County be officially closed at the time the proposal is due or pre-proposal conference is scheduled, the proposal due date or pre-proposal conference date shall automatically be changed to the same time on the next day the County is officially open at that time.

There will not be a pre-proposal conference for this solicitation. **All questions and requests for information shall be submitted in writing addressed to:** County of Hanover, Purchasing Department, ATTN: **RFP No. 11-032701-2126TP**, P. O. Box 470, Hanover, VA 23069-0470 and to be assured consideration, must be received prior to **4:30 PM, January 18, 2011.** Questions may be submitted by fax to 804-365-6100, or email to taponton@co.hanover.va.us. After reviewing any questions/requests submitted, the County will issue an addendum to respond to items it deems necessary. Changes to this Request for Proposals will be made only by written addendum issued by the County Purchasing Department.

Submit Proposals: **BY MAILTO:**

County of Hanover, Purchasing Dept., Room 205, P. O. Box 470, Hanover, VA 23069-0470

BY HAND DELIVERY OR EXPRESS CARRIER TO:

County of Hanover, Purchasing Dept., Room 205, 7497 County Complex Road, Hanover, VA 23069

Information the Offeror deems Proprietary is to be included in the proposal in the separate section of the proposal identified on the line below. See Submission Requirements in this RFP for additional information.

All proposed exceptions to this Request for Proposals, and any proposed changes to the contract documents or terms and conditions, are to be included in the proposal response in the separate section of the response identified on the line below. See Submission Requirements in this RFP for additional information.

In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

My signature certifies that this firm or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Hanover, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to the County of Hanover, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Hanover.

INCLUDE PAGES 1, 2 AND 3 OF THIS RFP AS THE FIRST 3 PAGES OF YOUR PROPOSAL RESPONSE

Receipt of Addenda listed below is acknowledged and the bid incorporates all requirements of these Addenda:

No. _____ Date _____ No. _____ Date _____ No. _____ Date _____

The Bidder certifies that he has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated this bid for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with Hanover County.

The bidder hereby certifies that he will comply with all provisions of the Virginia Public Procurement Act and with the laws and regulations of Hanover County.

My signature certifies that this firm or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Hanover, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to the County of Hanover, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Hanover.

The undersigned agrees to bear full cost of maintaining the work until final acceptance of the work is approved as provided by the Contract.

In compliance with VA Code Section 2.2-4343.1, Hanover County does not discriminate against faith-based organizations. Indicate by placing a check here ☐ if a Faith-Based Organization as described in VA Code § 2.2-4343.1B.

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Any business entity described in this subsection that enters into a contract with a public body pursuant to Virginia Code § 2.2-4311.2 shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. (See full text in General Terms and Conditions)

Bidders or Offerors possessing an identification number issued to it by the State Corporation Commission shall provide the identification number below.

Virginia State Corporation Commission Number: _____

OR

Check here ☐ if authorization is not required, and explanation is included.

Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Please indicate the type of business:

_____ Individual Trading Under Trade Name (List Individual and Trade Name in "Full Legal Name of Bidder" below)

_____ Individual Trading in Own Name _____ Partnership _____ Corporation

Full Legal Name of Bidder: _____

Mailing Address: _____

Remittance Address (if different): _____

Signature: _____ (Person signing must be authorized to bind the bidder in contractual matters)

Printed or Typed Name: _____ Date: _____

Title: _____ Email Address: _____

Phone: () _____ Fax: () _____

CONTACT INFORMATION (if different from above)

Printed or Typed Name: _____ Title: _____

Mailing Address: _____

Email Address: _____

Phone: () _____ Fax: () _____

1.0 GENERAL INFORMATION

- 1.1 The County is soliciting proposals from qualified Offerors staffed with trained and certified monitoring and response personnel for 24 hour / 7 day “continuous” electronic monitoring services on an as needed basis for Hanover County Outreach Detention/Electronic Monitoring Program, Hanover County Juvenile Court Services. The system will be used to monitor juvenile defendants (herein referred to “participants”).
- 1.2 Services shall include Conventional Radio Frequency (RF) Electronic Monitoring with the availability of “passive” (non-real-time) and / or “active” (near-real-time) remote location monitoring services that utilize Global Positioning Satellite System (GPS).
- 1.3 The County reserves the right to award contracts from this solicitation to one or more Offerors.

2.0 SCOPE OF SERVICES

- 2.1 The Scope of Services is identified in APPENDIX A. Offerors shall include in the Proposal a description of any significant task not listed in the Scope of Services which they know to be necessary either as reimbursable expenses under the Contract or as a service to be contracted for separately by the County.
- 2.2 The County may add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon. The change must be approved by the Purchasing Director and a Contract Addendum and/or Purchase Change Order issued by the Purchasing Department to change the contract.
- 2.3 Offerors shall include in the Proposal a description of any significant task not listed in the Scope of Services which they know to be necessary either as reimbursable expenses under the Contract or as a service to be contracted for separately by the County.

3.0 PROPOSED SCHEDULE OF IMPLEMENTATION

<u>Date</u>	<u>Schedule of Items</u>
January 11, 2011	Issue Request for Proposals
N/A	No Pre-Proposal Conference for this solicitation
January 27, 2011	Proposals Due Prior to 3:00 PM
January 31, 2011 through February 2, 2011	Discussions with Selected Offerors (tentative)
February 7, 2011	Award Recommendation (tentative)
February 15, 2011	Award of Contract

4.0 PROPOSALS

4.1. Submission Requirements

- 4.1.1 An **original**, so marked, and **3 copies**, so marked, for a **total of 4 copies** of your proposal document are required. Submit proposals in a sealed, opaque envelope, and put the RFP number, title, due date and time on the outside of the envelope. Offerors are responsible for having their proposal stamped by Purchasing Department staff before the deadline for receipt of proposals. The County will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, the County will notify the Offeror of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for the County to reject such proposals. Telegraphic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.

4.1.2 *Use of Information and Documents*

The County and its officials, employees and agents will copy and use the response of the Offeror and documents included with the response, for various purposes related to analysis, evaluation, and decision to award a contract. Proposals shall be the property of the County. Following award the County may be required to allow inspection and copying of documents, and may also use the Offerors documents in connection with any resulting contracts with that Offeror. The Offeror is responsible for obtaining any necessary authorizations for all such use of the documents and information, and for assuring that such copying and use is in conformance with laws related to trademarks and copyrights. Any documents or information for which the Offeror has not obtained such authorization, or for which such copying and use is not authorized, shall not be submitted. The undersigned Offeror agrees to indemnify, defend and hold the County, its officials, employees and agents harmless from any claims of any nature, including claims arising from trademark or copyright laws, related to use of information and documents submitted with the Offerors response.

4.1.3 *Submission of Proprietary Information*

Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke these protections prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. [Virginia Code Section 2.2-4342(F)].

Offerors shall submit, in a separate section of the proposal, any information considered by the Offeror to be trade secrets or proprietary information, shall clearly identify the information as trade secrets or proprietary information and shall state the reason why protection is necessary. Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary. References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information.

4.1.4 **Mandatory provisions of this Request for Proposals are indicated by the inclusion of the words "shall" or "must" to identify the Contractor's obligations.**

4.1.5 The County's proposed contract documents and this Request for Proposals contain terms and conditions the County of Hanover favors and intends to use for the resultant contract. **If the Offeror wishes the County to consider any changes to these documents, such changes must be submitted as part of the Offerors proposal.** Any Contractor receiving a contract award shall be required to execute a contract in substantial compliance with the County's standard contract and will be required to furnish all other required contract documents including tax identification or social security number within fifteen days after receipt of notification that the contract is ready for signature; otherwise, the County may award the contract to another Offeror.

4.1.6 Proposals having any erasures or corrections must be initialed by the Offeror in ink.

4.1.7 The County will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal.

4.2. Format and Content

4.2.1 The proposal should address the items included in the Scope of Services and in the Criteria for Proposal Evaluation. Proposals should provide straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Each copy of the proposal should be bound with all documentation in a single volume if practical. Incomplete proposals may be determined nonresponsive.

4.2.2 Offerors should organize their proposals using the following format:

4.2.2.1 *Title Sheet*

Furnish the information requested on the **REQUEST FOR PROPOSALS TITLE PAGES (Pages 1, 2 and 3)** of this solicitation and include it as the first three pages of your proposal. The name stated on the Title Sheet, must be the full legal names of the Offeror and the address must be that of the office which will have the responsibility for the services provided.

Offerors shall specify in the introductory cover sheet the section(s) containing trade secrets or proprietary information.

4.2.2.2 *Project Methodology*

Provide a complete description of the proposed methodology for providing electronic monitoring services and equipment to satisfy the minimum requirements as stated within this solicitation and all approved negotiated changes and additions.

4.2.3 *Project Schedule*

Provide a schedule of events that will allow successful operations of the resulting contract for providing services as require, highlighting critical points in the process.

4.2.4 *Experience of the Offeror and the Project Team*

Include a brief statement of the Offeror's experience in providing the services stated in the Scope of Services. This statement should include specifics as to experience with conventional radio frequency electronic monitoring and passive and active remote location monitoring. If subcontractors and special consultants will be used, they should be identified and their qualifications included in the proposal. Include experience of key individuals assigned to this project, emphasizing their experience in working with similar projects and local governments. List key professional staff to be assigned work under the contract and describe their experience as project team members. Show only experience directly related to their assigned duties under the proposed project. List team members' names and titles in the listed project, project title, brief project description, year completed and name, address, and phone number of the client. Include resumes of key personnel and subcontractors.

4.2.5 *References*

Provide a list of clients for whom similar services have been provided and dates when the service was provided. Include client name, address, telephone number, description of type of services performed, and person the County may contact.

4.2.6 *Fees for Services*

Fees for services are to be included in with your proposal response. Fees will be considered in the rankings of Offerors for short listing firms for interviews/discussions and the final rankings of Offerors for award of the contract. Fees shall be stated in United States Dollars (USD). Provide proposed prices for services and equipment

4.2.7 *Insurance*

4.2.7.1 The proposal should address the insurance coverage of the Offeror. A sample insurance certificate submitted as part of the proposal is the preferred method of indicating coverage. Original certificates of insurance signed and provided by authorized representatives of the insurers or, at the County's request, certified copies of insurance policies evidencing that the required insurance is in effect, shall be provided to the County Purchasing Department prior to award of the contract, and within seven days of any written request a certificate, and for each year for five years after Final Payment for the Work with respect to products and completed operations liability.

4.2.7.2 The Contractor shall be required to maintain in force such insurance, in amounts and types acceptable to the County, as will protect itself and the County from claims which may arise out of or result from the execution of the work, whether such execution be by itself, its employees, agents, subcontractors or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation & Employers' Liability (if required by statute), Commercial General Liability (including premises/operations, independent contractors, products and completed operations, contractual liability and personal injury liability), Business Auto Liability, and Professional Liability Insurance. All insurance shall be provided by companies authorized to conduct business in the Commonwealth. Insurers should have a rating of "A-", Class VII, or better, in the latest evaluation of A. M. Best Company, or as otherwise approved by the County. Applicable insurance policies should be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until 30 days prior written notice has been given to the County Purchasing Department. Hanover County, Virginia and its elected and appointed officials, officers, consultants, agents and employees should be named as additional insureds on the Contractor's Commercial General Liability insurance.

4.2.8 *Other Information*

- 4.2.8.1 Include other relevant information the Offeror deems necessary to describe its qualifications to provide the services needed to successfully complete work described in the Scope of Services or which the Offeror deems are relevant to its selection.
- 4.2.8.2 Based on the information provided in this Request for Proposals, the Offeror should identify all materials and services expected from the County in addition to general assistance.

5. **CRITERIA FOR PROPOSAL EVALUATION**

Criteria to be utilized in evaluating proposals are:

- 5.1 The responsiveness of the Offeror's proposal in describing the services it must provide to the County in response to the requirements of this Request for Proposals and Specifications and the Offeror's ability to complete the Contract.
- 5.2 The Offeror's technical experience in providing services and equipment requested, pursuant to this Request for Proposals Specifications. The Offeror's demonstrated capability to provide the electronic monitoring services equipment:
 - 5.2 a. Equipment: equipment delivery, maintenance, ease of use and durability to meet or exceed the requirements stated within this solicitation;
 - 5.2 b. Monitoring/tracking services: dependability/reliability of continuous electronic monitoring service, satellite monitoring services passive and active Global Positioning System (GPS), and applicable equipment real time access to tracking data, enrollment, data changes, mapping, custom reporting, distribution of reports, violation notifications, and etc..., and
 - 5.2 c. The security, flexibility, applicability and ease of installation and use of the product and services offered.
- 5.3. 24 hours per day, 7 days per week Technical Support Center staffed with experienced competent personnel responsible for the accountability of reporting violations, and in providing services similar to those requested by this Request for Proposals.
 - 5.3 a. Technical support and services shall be available via toll-free telephone line.
- 5.4 Analysis of work previously performed by the Offeror on behalf of other clients who required similar services and the general reputation of the organization, including the firm's experience and financial stability.
- 5.5 The fairness and reasonableness of the proposed cost, including costs of maintenance, license fees, extended warranties, software updates, replacement equipment and built-in obsolescence.
- 5.6 Available System of checks and balances for errors to ensure accurate and consistent reporting of violations.

6.0 **METHOD OF AWARD**

Following evaluation of the written proposals as submitted, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals, including price if so stated in the Request for Proposals. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror or to multiple Offerors should the County decide this to be in its best interest. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

7.0 CONTRACT TERM, RENEWAL, PRICE ESCALATION AND TERMINATION

- 7.1 The initial term of this contract shall be one year from the date of the contract, with the option to renew for four additional one year periods, upon mutual consent of the parties to the contract. **Prices submitted by the Offeror shall remain firm for the initial term of the contract.**
- 7.2 For future contract periods, price increases shall be limited to the percentage increase in the **Consumer Price Index, Table 4** (<http://stats.bls.gov/news.release/cpi.t04.htm>), **Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, All Items, Unadjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics.** The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term.
- 7.3 The Contractor shall give the County Purchasing Department written notice of its intention to terminate the contract, **or not to renew the contract**, at least 60 days prior to the proposed termination or renewal date of the Contract. See Paragraph 9.6 of the following General Terms and Conditions for the County's termination provisions.

8.0 SPECIAL TERMS AND CONDITIONS

In the event there is a conflict between the Special Terms and Conditions in this section and the Additional Terms, Conditions and Instructions to Offerors contained elsewhere in this solicitation, these Special Terms and Conditions shall apply.

- 8.1 This solicitation is a cooperative procurement issued on behalf of Hanover County, Virginia, the Hanover County Community Services Board, Hanover County Department of Social Services, Hanover County Economic Development Authority, Hanover County School Board, Hanover County Constitutional Officers, Pamunkey Regional Jail, and Pamunkey Regional Library.
- 8.2 **COOPERATIVE AGREEMENT (other public bodies)**
- 8.1 This procurement is being conducted on behalf of Hanover County, Virginia and other public bodies in accordance with the provisions of §2.2-4304 of the Virginia Public Procurement Act.
- 8.2 If approved by the Contractor, the contract resulting from this procurement may be used by other public bodies to purchase at contract prices and in accordance with the contract terms. The Contractor shall deal directly with any public body it approves to use the contract.
- 8.3 With the approval of the Contractor, any public body using the resultant contract has the option of executing a separate contract with the Contractor to add terms and conditions required by statute, ordinances, or regulations, or to remove terms and conditions which conflict with its governing statutes, ordinances, or regulations.
- 8.4 The County of Hanover, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Hanover County contract.
- 8.5 Hanover County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

9.0 GENERAL TERMS AND CONDITIONS

(References to "Contractor" in this section are to the successful Offeror who enters into a contract with the County.)

- 9.1 **Certifications**
- 9.1.1 By submitting its proposal, the Offeror certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or cause to be rigged, altered or otherwise manipulated its proposal for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the County.

- 9.1.2 By submitting its proposal, the Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with its proposal; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.

9.2 Independent Contractor

The Contractor is an independent contractor and nothing contained in the CONTRACT shall constitute or designate the Contractor or any of its agents or employees as employees of the County.

9.3 Rejection And Award of Proposals

The County reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Offerors if so stated. A Notice of Contract Award for this solicitation shall be posted on a bulletin board outside the Purchasing Department for a period of at least 10 calendar days. Any contract resulting from this Request for Proposal shall not be exclusive to the successful Contractor unless so stated in the Request for Proposals. The County reserves the right to contract with firms not party to the resultant contract for similar work if it determines this to be in its best interest. If this is a cooperative procurement, each entity referenced will award a contract in accordance with its respective independent procurement policies and procedures and as it deems will best serve its interests.

9.4 Withdrawal of Proposals

- 9.4.1 An Offeror may withdraw its proposal prior to the deadline for submission upon written request and presentation of proper identification.
- 9.4.2 By submitting a proposal, the Offeror agrees that the proposal will not be withdrawn for a period of 90 days following the due date for proposals.

9.5. Contractor Registration/County Licensure

- 9.5.1 If required in order to perform any of the work in this Request, the Offeror certifies that the Offeror has the appropriate License or Certificate and classification(s) required to perform the work included in the scope of the proposal documents, prior to submitting the proposal, in accordance with Title 54.1, Chapter 11 of the Code of Virginia and in accordance with the laws, rules and regulations of the Commonwealth of Virginia, Department for Professional and Occupational Regulation, Virginia Board for Contractors in granting the License or Certificate and classifications. If required for the work called for in the Request, the Contractor shall also obtain a License from the Hanover County Commissioner of Revenue.

9.6. Contract Termination

- 9.6.1 Unless specified otherwise, any resultant contract may be terminated by the County, in whole or in part, whenever the County determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination mailed to the Contractor as provided in the Notification paragraph below. The notice of termination shall state the extent to which performance shall be terminated. The Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date.
- 9.6.2 If funds are not appropriated for this contract for any County fiscal year, the contract shall terminate automatically, without prior notice, after the last day for which funds were appropriated. Contract termination pursuant to this section shall not be considered a contract default, and the County shall not be liable for future payments or for cancellation or termination charges.

9.7. Ownership of Documents

- 9.7.1 All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Contractor under any resultant contract shall, at the option of the County, become County property and shall be delivered to and remain the property of the County upon completion of the work or termination of the Contract. The County shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.

9.7.2 Any documents or other materials provided to the Contractor by the County shall be returned to the County upon delivery of the final products and/or services. Any art work, negatives, proofs, or other materials produced by the Contractor in order to supply the products or services contracted for shall become the property of the County and shall be sent to the County upon delivery of the final products and/or services unless otherwise requested by the County. Failure to deliver the art work, negatives, proofs, or materials shall be cause for withholding any payments due.

9.8. Licenses And Permits

The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Contractor's work which are legally required prior to and during the work, including software licenses or other intellectual property permissions, unless otherwise specified by the County.

9.9. Royalty And License Fees And Copyright, Trademark And Patent Protection

9.9.1 In submitting its proposal, the Offeror certifies that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this Request.

9.9.2 Unless specified otherwise in the CONTRACT, the Offeror shall pay all royalty and license fees relating to the items covered by the contract.

9.9.3 In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Offeror shall indemnify and hold harmless the County from any cost, expense, damage or loss incurred in any manner by the County on account of such alleged infringement.

9.10. Taxes

The County is exempt from Federal Excise and State Sales and Use Tax on all tangible personal property purchased or leased by it for its use or consumption. The Contractor shall pay all County, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be added to the contract price between the County and the Contractor, as the taxes shall be an obligation of the Contractor and not of the County, and the County shall be held harmless for same by the Contractor. Exemption certification will be supplied upon request.

9.11. Acceptance of Goods/Services

Goods/services delivered shall remain the property of the Contractor until a physical inspection or actual usage of the goods/services is made and thereafter accepted to the satisfaction of the County. The goods/services must comply with the specifications and terms and conditions of the Request and be of the highest quality. In the event the goods/services supplied to the County are found to be defective or not to conform to specifications, the County reserves the right to cancel the CONTRACT upon written notice to the Contractor and return products to Contractor at the Contractor's expense.

9.12. Contract Changes

Any changes to the CONTRACT must be approved through issuance of a written contract addendum or change order. The County will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.

9.13. Payment For Services

Payments to the Contractor shall be made within 30 days after receipt of an approved invoice, with invoices submitted no more often than monthly, unless other payment and/or billing terms are specified in the CONTRACT. Backup documentation for each invoice shall be provided in detail satisfactory to the County. The Contractor's records and documentation supporting such invoices shall be made available to the County upon reasonable request. The Contractor agrees to retain all records, documents and support materials relevant to the CONTRACT for a period of five years following final payment.

9.14. Damage to Property

The Contractor shall be responsible for damages to property caused directly or indirectly by its actions or omissions in performing its work under the CONTRACT. The Contractor shall repair to proper working order or replace, to the County's satisfaction, any property damaged directly or indirectly by its actions or omissions.

9.15. Compliance With All Requirements

The Contractor shall comply with and provide all deliverables in compliance with all applicable federal, State and local laws and regulations.

9.16. Legal Proceedings

Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the Hanover County General District Court or the Hanover County Circuit Court and any resulting contract shall be governed by the laws of the Commonwealth of Virginia.

9.17. Subcontracting And Assignment Of Work

9.17.1 The Contractor shall not subcontract or assign the CONTRACT, in whole or in part, other than that specifically stated in the CONTRACT, without the express written consent of the County. A description of any work the Contractor proposes to subcontract shall be submitted to the County for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontractor. This submittal shall also include a list of the key personnel that the subcontractor will assign to the project. All work performed by any subcontractor shall be coordinated by the Contractor and the Contractor will be responsible to the County for all work performed by any subcontractor or special consultant.

9.17.2 The County will, during the term of this Agreement, have the right of reasonable rejection of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees shall be solely the responsibility of the Contractor.

9.18. Notification

Any notice required by the Contract shall be effective if given by registered mail, return receipt requested, to the Contractor in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the County shall be given to the County of Hanover, Deputy County Administrator, P. O. Box 470, Hanover, VA 23069-0470. The Contractor agrees to notify the County immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

9.19. Severability

Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

9.20. Contractual Provisions Included Pursuant to Statutes

9.20.1 *Nondiscrimination and Drug-Free Workplace*

If the resultant CONTRACT exceeds \$10,000, during the performance of the CONTRACT, the Contractor agrees as follows:

9.20.1.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- 9.20.1.2 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- 9.20.1.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 9.20.1.4 The Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.
- 9.20.1.5 The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

9.20.2 *Payments To Subcontractors*

Pursuant to Virginia Code Section 2.2-4354, the Contractor agrees that:

- 9.20.2.1 Should any subcontractor be employed by the Contractor for the provision of any goods or services under this Contract, the Contractor agrees to the following:
- 9.20.2.1.1 The Contractor shall, within seven days after receipt of any payments from the County pursuant to this Contract, either:
- 9.20.2.1.1.1 Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the goods or services provided by the subcontractor; or
- 9.20.2.1.1.2 Notify the County, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Written notice to the County shall be given to: Hanover County Administrator, P.O. Box 470, Hanover, VA 23069-0470.
- 9.20.2.2 The Contractor shall pay interest to the subcontractor, at the rate of one percent per month on all amounts owed to the subcontractor that remain unpaid after seven days following receipt of payment from the County for goods or services provided under this Contract, except for amounts withheld under subparagraph immediately above.
- 9.20.2.3 The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- 9.20.2.4 The Contractor's obligation to pay an interest charge to a subcontractor shall not be an obligation of the County.
- 9.20.2.5 No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

9.20.3 *Contractual Claims*

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to the County Administrator, Hanover County Government Building, 7516 County Complex Road, Hanover, Virginia 23069 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The County Administrator shall render a decision on the claim and shall notify the Contractor within 30 days of receipt of the claim. The Contractor may appeal the decision of the County Administrator to the Board of Supervisors by providing written notice to the County Administrator, within 15 days of the date of the decision. The Board of Supervisors shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Contractor shall be delivered to the County no later than 30 days following the conclusion of the work or delivery of the goods.

9.20.4 *Ethics in Public Contracting*

9.20.4.1 The provisions contained in Virginia Code Sections 2.2-4367 through 2.2-4370, the Virginia Public Procurement Act, shall be applicable to all contracts solicited or entered into by this County. A copy of these provisions may be obtained from the Purchasing Director upon request.

9.20.4.2 The provisions of this section supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (Title 2.2, Chapter 31 of the Virginia Code), the Virginia Governmental Frauds Act (Title 18.2, Chapter 12, Article 1.1 of the Virginia Code) and prohibitions against bribery and related offenses (Title 18.2, Chapter 10, Articles 2 and 3 of the Virginia Code). The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

9.20.5 *Employment of Unauthorized Alien*

The Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

9.21. Precedence Of Documents

The precedence of documents shall be as follows: the CONTRACT, the Request for Proposals and the Offerors response to the Request for Proposals.

9.22. Indemnification

To the fullest extent permitted by law, the Contractor, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the County, and all of its officials, agents and employees (collectively, the "County") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Contractor's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

9.23 Audit

9.23.1 The Contractor shall maintain books, records and documents of all costs and data in support of the services provided under the resultant contract for a period of not less than five years after the effective date of final payment or contract termination. During this five year term, the County, or its authorized representative, shall have unlimited access to, and the right to audit, the books, records and documents of the Contractor during the Contractor's normal working hours.

9.23.2 There shall be no fees or costs charged to the County by the Contractor for any such audit activities.

- 9.23.3 The Contractor shall include the audit provisions of this section in all subcontracts and contracts of any entity providing goods or services pursuant to this Contract so as to guarantee the County's rights to audit any person or entity performing work pursuant to the Contract, all at no additional cost to the County. Should the Contractor fail to ensure the County's rights under this section, the Contractor shall be liable to the County for all reasonable costs and expenses the County may incur to obtain an audit or inspection of the records which would have otherwise been available under the provisions of this section.

9.24 Extension of Contract Term

The County Purchasing Department, at its discretion, may extend the final contract term or final contract renewal term of the resultant Contract for a period of not more than six months, unless specifically stated otherwise in the solicitation.

9.25 Faith-based Organizations

In compliance with VA Code Section 2.2-4343.1, Hanover County does not discriminate against faith-based organizations.

9.26. Guarantees and Warranties

- 9.26.1 The Contractor shall, through itself and/or the manufacturer, provide the County with a warranty on all products provided by the Contractor. The warranty shall be for a period of at least one-year, or the manufacturers standard warranty, whichever is longer.
- 9.26.2 The warranty shall include all parts, labor, transportation, and any other costs (except general supply items) necessary to keep the product in good operating condition.
- 9.26.3 The cost of this one-year warranty shall be included in the price quoted.
- 9.26.4 If seasonal limitations prevent performance of any required testing of the product, the warranty period for such equipment shall begin after the tests have been successfully performed.

9.27 Foreign and Domestic Businesses Authorized to Transact Business in the Commonwealth

- 9.27.1 In accordance with Virginia Code § 2.2-4311.2, a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
- 9.27.2 Any bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
- 9.27.3 Any bidder or offeror that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the Hanover County Administrator.
- 9.27.4 Any business entity that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.
- 9.27.5 The County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

ISSUED BY: Trena A. Ponton, Purchasing Officer III
Hanover County Purchasing Department
7497 County Complex Road, RM 205
Hanover, VA 23069-0470
Telephone: (804) 365-6283 / Facsimile: (804) 365-6100
Email: taponton@co.hanover.va.us
Website: www.co.hanover.va.us

APPENDIX A
SCOPE OF SERVICES

A. GENERAL:

- .A.1 The Contractor must guarantee the provisions of services under the resulting Contract shall be available on an “as needed” 24-hour per day, 7 days a week, 52 weeks per year basis. Technical support and services shall be available via toll-free telephone line.

Services to include but may not be limited to:

- A.1.1 Continuous monitoring services that utilize Conventional Radio Frequency (RF) Electronic Monitoring with the availability of “passive” (non-real-time) and/or “active” (near-real time) remote location monitoring services that utilize Global Positioning Satellite System (GPS). The system will be used to monitor the recent movements of local participants under the Hanover County Outreach Detention/Electronic Monitoring Program.
- A.1.2 No equipment will be purchased by the County. Equipment will be provided by the Contractor to the County on a rental basis as part of the services requested. All services will be performed in accordance with the terms and conditions of the resultant contract.

B. PURPOSE AND OBJECTIVE

- B.1 This statement of work provides for the Contractor to fulfill the requirements of this contract. Requirements include stated monitoring services, provision of equipment, and compliance with reporting and confidentiality specifications.

C. SERVICE AND EQUIPMENT SPECIFICATIONS

- C.1 The Contractor shall be solely responsible for all coordination and any and all failures and deficiencies resulting from equipment or services acquired by the County under the contract.

D. MINIMUM MANDATORY REQUIREMENTS

- D.1 Monitoring Transmitter:

- D.1.1 The Contractor shall provide F.C.C. certified transmitters capable of being able to be affixed to the participant, usually in the form of an ankle bracelet.
- D.1.2 The transmitter's signal range shall be no greater than 300 feet under normal/adverse household conditions with a typical range of 25-150 feet.
- D.1.3 The transmitter will emit a signal at least once every 30 seconds. The signal content will identify the participant, power status, and tamper/removal status, and be encrypted to discourage duplication.
- D.1.4 The transmitter shall have the capability of being attached to the participant so that efforts to tamper with or to remove the transmitter are obvious upon visual inspection.
- D.1.5 Transmitter straps must be adjustable to fit any size participant. The strap are intended to be installed on a participant's ankle.
- D.1.6 The transmitter must be shock resistant, water and moisture proof, totally submergible and function reliably under normal/adverse atmospheric and environmental conditions.
- D.1.7 The transmitter must not pose a safety hazard or unduly restrict the activities of the participant.
- D.1.8 The RF transmitter should have internal power of at least six months without need for recharging or replacement. The GPS transmitter will be allowed to charge daily.
- D.1.9 The transmitter should give off a low power signal to indicate that the transmitter power source to be replaced.

D.1.10 The Contractor shall provide any replaceable power sources for use in the transmitter.

D.2 Conventional Home Monitoring Unit:

D.2.1 The Contractor shall provide F.C.C. certified base units to be placed in the Participants' home to receive Radio Frequency (RF) signals from a participant-worn transmitter, and transmits data on the participant's monitoring status while at home (i.e. Leave and enter times) to a central monitoring facility operated by the Contractor who notifies the County Officer. The Contractor will provide any replaceable power sources for use in the home monitoring unit.

D.3 Portable Monitoring Unit:

D.3.1 The Contractor shall provide F.C.C. certified monitoring units that receives radio-frequency signals from a participant-worn transmitter, and transmits data on the participant's monitoring status to a central monitoring facility or web based program operated by the Contractor who notifies the County Officer, or directly to the County Officer.

D.3.2 The Portable Monitoring Unit should be lightweight (less than 20 ounces) and be able to be worn on a participant's belt or ankle without difficulties.

D.3.3 The monitoring units are to include an internal clock and a memory to store data if communication with the Monitoring Center is disrupted or if AC or backup power fails. If communication with the Monitoring Center is disrupted, the monitoring unit preferably should transmit stored data to the Monitoring Center or Officer as soon as communication is restored.

D.3.4 The monitoring unit should not pose a safety hazard to the participant or others and should function reliably under adverse environmental and atmospheric conditions. It must include surge protection for electrical and communications interfaces.

D.3.5 The Contractor will provide written instructions enabling an officer to install and service the monitoring unit.

D.3.6 The monitoring unit are to be equipped with a location verification feature and a tamper notification system that alerts the Monitoring Center of any attempts to enter the unit or alter the routine operation of the unit.

D.3.7 The Contractor will provide any replaceable power sources for use in the portable monitoring unit.

D.4 Remote Location Monitoring System:

D.4.1 The Contractor will provide a Remote Location Monitoring System that is capable of recording and verifying a participant's physical location continuously. All equipment components and systems must have F.C.C. certification.

D.4.2 The Remote Location Monitoring System features will be provided within the Contractor's own system.

D.5 Key Events for Conventional / Remote location Monitoring Systems:

D.5.1 To ensure compliance with Remote Location Monitoring system restrictions, the Contractor preferably should test for the location of participants at specific locations during prescribed hours. The Contractor must notify the County of any, or all, of the following system applicable Key Events, whether the participant is being monitored Conventionally (RF) or by GPS, including but not limited to:

- (1) Unauthorized absence from his or her residence.
- (2) Proximity Violation (Portable Monitoring Unit not receiving Transmitter Signal).
- (3) Equipment malfunctions (all installed components).
- (4) Tampering with equipment (all installed components).
- (5) Power degradation (electrical loss or reserve backup power low).
- (6) Location verification failure (includes loss of GPS signals).
- (7) Missed calls from the Monitoring unit (including loss of residential telephone contact for continuous remote location monitoring feature).

- (8) Phone disconnect
- (9) Disconnect and re-connect of equipment and/or phone line

D.5.2 The Contractor will be responsible to record and store information obtained about the Key Events at a central location and allows officers remote access to set up the location parameters and schedules, and view, print, or download participant monitoring data.

D.6 Continuous Monitoring System (GPS Satellite Tracking):

D.6.1 The GPS system should provide continuous location monitoring of the participant's location within a range of plus or minus 25 meters. Location information should be stored and downloaded to the central location at scheduled time periods or, minimally, at the end of each day. Officers must be able to access information via remote access to the vendor's secure internet website on a 24- hour-per-day basis. Officers must be able to query the location of the participant at all times by making a call to the tracking unit worn by the participant.

D.6.2 The remote interface used by officers for this system should include a PC-based map overlay. The software will enable the officer to view the participant's movement history and to monitor associations among remotely monitored participants. The remote interface should also allow officers to enter information to initiate multiple alert notifications (e.g., victims, officers, law enforcement) for specified key events.

D.6.3 The remote interface should be completely web-based with no need to load any propriety software.

D.7 Monitoring Center:

D.7.1 The Contractor, at a centrally located Monitoring Center, will receive, store, and disseminate information generated by the monitoring equipment and systems described in this document.

D.7.2 The Monitoring Center should be located at a secure location where access to the Center and all records is restricted only to authorized individuals.

D.8 Remote Access to Monitoring System:

D.8.1 The Contractor must provide to the County a remote and automated capability for accessing the monitoring system to view, print, download, and enter/modify participant monitoring information (i.e., web-enabled).

- (1) The Contractor should provide one or more additional definable fields to allow for local customization of the system to accommodate a district's desire to input and maintain other information as needed. The system should have the ability to query the database by any field, to sort by any field, and to search on any field.
- (2) The remotely accessible system should minimize user interaction whenever possible. Utilization of a scheduled batch facility for automatic off-hours production of reports is one example of minimized user interaction. The system preferably should also keep a behind the scenes historical transaction record of up to ten updates. The transactional log should record the login ID and date of update for the last ten updates and archive all other transactions beyond the before mentioned time frame.
- (3) The remotely accessible system preferably should provide a separate management/supervisor interface so that the County may provide effective oversight of officers accessing the monitoring system.
- (4) The remotely accessible system should have an adequate security infrastructure to prevent unauthorized users from gaining access to participant data. The system preferably should have an appropriate security monitoring system at multiple levels (e.g., firewall; database). The security system will provide information on attempted intrusions and other relevant or useful information that can be reported for further investigation and referral for criminal action.

D.8.2 Upon the occurrence of any Key Event the monitoring system must notify the officer using the Officer's selected options and schedule.

- D.8.3 The Contractor's system must be capable of providing multiple notifications by pager, telephone, and/or email.
- D.9 Continuous Operation of Monitoring System:
 - D.9.1 The Contractor must promptly detect and notify officers of Key Event(s). In the event that remote access is temporarily inoperable, Contractor's staff must implement a contingency to manually detect and notify officers of all key events and otherwise respond to all inquiries from the County,
 - D.9.2 The Monitoring Center staff should be knowledgeable in possible technical difficulties to readily assist Officers when they are experiencing equipment issues in the field.
 - D.9.3 The Contractor should maintain a contingency plan for movement to a backup monitoring center within a reasonable amount of time following a monitoring center malfunction.
- D.10 Security Safeguards of Monitoring Center Information:
 - D.10.1 The Contractor should specify the security safeguards to prevent unauthorized access to monitoring data inside the monitoring center by monitoring employees or other staff. The Contractor will include a listing of the employees authorized to make changes or modify participant data or other County program settings should this be requested by the officer. The County would like the Contractor also to detail how the company determines and maintains this authorization to employees.
 - D.10.2 The Contractor will provide security codes to the County to guarantee the security of data modifications made remotely or over communications systems/lines with the monitoring center or manually on the telephone with a monitoring center employee.
 - D.10.3 The Contractor will provide information on monitoring centers architecture to include the hardware, software, and power source(s). This may include a description of contingency plans for system failures, such as notifying the officer.
- D.11 Training:
 - D.11.1 The Contractor should provide at least one (1) initial training session for staff members concerning the operation and installation of the monitoring equipment and systems specified under this contract. This training will take place at a location designated by the County. The training should include written instructions concerning use of the monitoring system and equipment.
 - D.11.2 The Contractor will provide additional training as needed, when requested by the County.
 - D.11.3 All on-site and off-site training provided by the Contractor under this contract (other than the answering of routine questions received over the course of performance) must be coordinated through the Program Coordinator or his/her designee.
- D.12 Tools:
 - D.12.1 The Contractor will provide all necessary tools to install, adjust, and remove the monitoring unit and the transmitter as requested by the officer.
- D.13 Overnight Delivery of Required Notices:
 - D.13.1 In case of equipment or communication line failure the Contractor will provide delivery of required notices (alerts, daily reports, violations etc), by overnight delivery to guarantee that no interruption in service to the County occurs.
- D.14 Spares and Maintenance:
 - D.14.1 The Contractor should maintain a stable inventory of equipment at the County's specified location. In case of equipment failure, the County will provide replacement equipment to the participant.

- D.14.2 The Contractor will maintain the equipment and spares in good operating condition and arrange for prompt repair or replacement. The Contractor preferably will be responsible for all replacement and shipping costs. The Contractor must supply sufficient non-durable items, (e.g., spare straps and all other necessary parts for attaching and maintaining equipment), to allow timely installation and the servicing of onsite inventory.
- D.14.3 When inventory is depleted, the Contractor agrees to immediately ship additional requested replacement transmitters and monitoring units at the cost of the Contractor.
- D.14.4 Special needs may arise where additional inventory may be needed by the County. The Contractor agrees to accommodate additional inventory as requested by the County.
- D.15 Testimony Preparation and Appearance:
- D.15.1 The Contractor should be competent to attest to its methodology and performance in any legal proceedings if called upon or subpoenaed. If required to provide testimony, the Contractor will agree to send the person or persons with direct responsibility for the information requested to appear and testify on behalf of the County.
- D.15.2 The Contractor will notify the Program Coordinator or his/her designee, immediately upon receipt of any legal process requiring disclosure of records of participants.
- D.15.3 The Contractor will, upon request of the Court, the County, and/or in response to a subpoena, appear and testify in any legal proceedings convened by the Court.
- D.16 Ethical Standards:
- D.16.1 The Contractor's staff providing services under this contract should meet sufficient standards of integrity to ensure that the confidentiality of participant records is not compromised. The Contractor must ensure that its staff does not disclose information to any third party without written authorization of the County.
- D.17 Records and Reports:
- D.17.1 The Contractor will maintain for inspection and examination by authorized County personnel all participant records associated with the contract for the contract life. At the end of the contract life, all records should become the exclusive property of the County.
- D.17.2 The Contractor should provide the County remote access to the monitoring center. The following items may be remotely accessed as needed by the Program Coordinator:
- (1) Installations/terminations by the County.
 - (2) Monitoring units (participants) operating at the end of each month.
 - (3) Participant schedule changes and alerts by district and case type.
 - (4) Transmitters returned for repair and the repairs made.
 - (5) Monitoring units returned for repair and the repairs made.
 - (6) Alerts of specific key events.
 - (7) Participants schedules.
 - (8) Participant information.
- D.18 Quality Control Program:
- D.18.1 The Contractor must have an adequate and functional Quality Control Program in place that shall detect errors in monitoring, prevent future errors, and provide quality assurance for the services provided under this contract to the County. The Quality Control Program must include a routine review process that addresses all areas of the Contractor's performance, and each mandatory service described above.

D.19 Equipment and Service Upgrades/Improvements:

D.19.1 Equipment and Service Upgrades/Improvements: Throughout the life of the contract, the Contractor preferably should provide the County with the most recent generation of equipment. All equipment provided under this contract will complete a primary, secondary and final testing to ensure its readiness for release to the County by the Contractor. All equipment and service upgrades or changes should be approved, in writing, by the Program Coordinator.

APPENDIX A
SAMPLE CONTRACT

INVITATION TO BID NO. 11-032701-2162TP
ELECTRONIC MONITORING SERVICES
HANOVER COUNTY, VIRGINIA

THIS CONTRACT is entered into _____. 2011, by HANOVER COUNTY, a political subdivision of the Commonwealth of Virginia ("the County"), and _____. ("the Contractor") located at _____, PH: (____) ____ - ____.

The parties agree that in consideration of the attached Fee Schedule, the Contractor will perform all services and deliver all goods in accordance with the requirements described in solicitation number 11-032701-2162TP, dated January 11, 2011.

Contract documents, in addition to this CONTRACT and Hanover County solicitation number 11-032701-2162TP, are Attachment A – Fee Schedule, Attachment B – Insurance, and the solicitation response of the Contractor, dated _____, 2011.

The Contractor shall maintain the types and amounts of insurance stated in Exhibit A to this CONTRACT in accordance with the terms of the Request for Proposals.

Goods, services, labor and materials shall be provided in accordance with the contract documents. This CONTRACT is the complete agreement between the parties and may not be altered except by written memorandum signed by the parties. The initial term of this CONTRACT shall be through February 14, 2012, with the option to renew for four additional one year periods, upon mutual consent of the parties to the CONTRACT.

In the event of conflict among the provisions of the contract documents, the order of precedence shall be the order listed above.

The County agrees to make payment to the Contractor for goods and services provided, as follows: Payments to the Contractor shall be made within 30 days after receipt of an approved invoice for services provided in the previous month.

The signatures and seals of the parties are set out below in acknowledgment of this agreement.

HANOVER COUNTY

Date

By: _____(SEAL)
Alan Wright
Director of Purchasing and General Services

NAME OF BUSINESS

Date

By: _____(SEAL)
Signature (President or vice-president must sign or evidence of authority must be provided.)

Typed or Printed Name

Title

ATTACHMENT A

FEE SCHEDULE FOR THE CONTRACT

The agreed upon fee schedule will be incorporated under this attachment.

Name

Address

Phone

Facsimile

CATEGORIES OF LABOR, MATERIALS AND RATES

DESCRIPTIONS

RATES / FEES

ATTACHMENT B

INSURANCE

The Contractor shall have in force at least the minimum insurance coverage stated below during the performance of service under this CONTRACT:

A. Workers' Compensation and Employers' Liability:

(1) Each Accident:	\$1,000,000.00
(2) Disease - Policy:	\$1,000,000.00
(3) Disease - Each Employee:	\$1,000,000.00

B. Commercial General Liability with limits as follows:

(1) General Aggregate:	\$x,000,000.00
(2) Products - Comp/Op Aggregate:	\$x,000,000.00
(3) Personal & Advertising Injury:	\$ x00,000.00
(4) Each Occurrence:	\$ x00,000.00
(5) Medical Expense:	\$ x,000.00

C. Business Auto Liability with limits as follows:

(1) Combined Single Limit:	\$x,000,000.00
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D. Umbrella/Excess Liability Coverage: \$x,000,000.00