

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of 6/20, 2013, is by and between the County of Alameda, hereinafter referred to as the "County", and Satellite Tracking of People LLC (STOP) hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain electronic monitoring and surveillance of offenders services and equipment which are more fully described in Exhibit A hereto ("EMSO Services and Equipment"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide EMSO Services and Equipment, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit A-1 Specific Requirements
- Exhibit A-2 Deliverables/Reports
- Exhibit A-3 Description of Equipment/System
- Exhibit A-4 Description of Services
- Exhibit A-5.1 GPS Unit Specifications, Frequencies and Services
- Exhibit A-5.2 RF Unit Specifications, Frequencies and Services
- Exhibit A-5.3 Continuous Alcohol Monitoring Unit Specifications, Frequencies and Services
- Exhibit B Payment Terms
- Exhibit B-1 Additional Provisions
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E The Iran Contracting Act (ICA) of 2010

The term of this Agreement shall be from July 1, 2013 through June 30, 2016.

The compensation payable to Contractor hereunder shall not exceed One Million Five Hundred Thirty-Nine Thousand, Three Hundred Eighty-Eight Dollars (\$1,539,388) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

SATELLITE TRACKING OF
PEOPLE LLC

By: 
Signature
Name: John Glan
(Printed)

Title: Purchasing Agent

Date: 6/20/15

By: 
Signature
Name: Greg Utterback
(Printed)

Title: Chief Development Officer

Date: 5/28/2013

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of

Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

6. CONFORMITY WITH LAW AND SAFETY:

- a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days

after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Probation Department
400 Broadway_
Oakland, CA 94607
Attn: _Brian Richart, Administrative Chief of Staff

To Contractor: Satellite Tracking of People LLC (STOP)
1212 North Post Oak Road, Suite 100
Houston, Texas 77055
Attn: Greg Utterback, Chief Development Officer

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex,

sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

- a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County

should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its EMSO Services and Equipment shall not exceed \$1,539,388 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:

Contractor has been approved by County to participate in contract without SLEB participation. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. SLEB Waiver # 2331 was issued

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any

reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for two additional one year terms by mutual agreement of the County and the Contractor

36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide electronic monitoring and surveillance of offenders' services and equipment as set forth in this Exhibit A, Definition of Services.

Exhibit A-1 Specific Requirements

Exhibit A-2 Deliverables/Reports

Exhibit A-3 Description of Equipment/System

Exhibit A-4 Description of Services

Exhibit A-5.1 GPS Unit Specifications, Frequencies and Services

Exhibit A-5.2 RF Unit Specifications, Frequencies and Services

Exhibit A-5.3 Continuous Alcohol Monitoring Unit Specifications, Frequencies and Services

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal No. 901056, including any addenda, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
- b. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.

2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Jennifer Kuck,	Sr. Account Manager	815-630-8311	jkuck@stopllc.com
Darryl Fulton	Director of Account Management	404-563-6913	dfulton@stopllc.com
Martrella Morris	Director of Training	202-834-7324	mmorris@stopllc.com
Jamie Bennett	Director of Product Support	571-223-4080	jbennett@stopllc.com
Dave LeJeune, Jr.	Vice President of Software Systems	832-553-9510	dlejeune@stopllc.com
Stephen Freathy	Vice President of Engineering	832-553-9507	sfreathy@stopllc.com
Greg Utterback	Chief Development Officer	832-553-9502	gutterback@stopllc.com

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

EXHIBIT A-1

SPECIFIC REQUIREMENTS

1. Monitoring and Support Requirements
 - a. Confidential monitoring and data collection.
 - b. Record confidentiality throughout the term of the contract.
 - c. Internet access and application support, via Internet Service Provider (ISP) that allows Probation Department personnel access to data from the Monitoring Center.
 - d. Equipment and software support at no extra charge.
 - e. Provision of security features which prevent unauthorized individuals from accessing any information held by the Contractor. Secure access to the monitoring system shall be maintained at all times.
 - f. A toll free telephone number for live customer support 24 hours a day, seven (7) days a week, 365 days per year at no additional cost.
 - g. Replacement or additional units shall be delivered within 2-3 working days of the initial time of order date and overnight in an emergency situation.
 - h. Contractor has a written quality control plan for equipment to ensure that all requirements are met. The plan and any future amendments to the plan are subject to County review and approval and shall include, but not be limited to the following:
 - (1) A method for ensuring uninterrupted service to Probation in the event of a strike of Contractor's employees;
 - (2) A method of ensuring that record confidentiality is maintained;
 - (3) A method of archiving recorded calls and/or reports for a minimum of seven (7) years; and
 - (4) A method for backing up the central monitoring computer system with both local redundancy and geographic redundancy.

- i. Monitoring system will be verifiably reliable.
- j. Monitoring system shall allow County staff to look up client information, create and edit schedules, view event histories, and print reports online.
- k. Monitoring system shall be capable of sending alerts to multiple entities via email, text messaging, fax, and alphanumeric pagers.
- l. All monitoring must be continuous and reportable 24/7.
- m. Monitoring system shall include provisions for both local and geographic redundancy and disaster recovery capabilities.
- n. Monitoring system must offer active, passive, and hybrid (active and/or passive) monitoring.
- o. Central monitoring computer must be backed up in real-time to local redundant servers and to redundant servers located at least 500 miles away.
- p. Monitoring equipment must be court validated and legally defensible as a single source of admissibility for results, which should have a documented history of success.
- q. System shall provide notification of all enrollments, completions and terminations on a daily basis.
- r. System shall allow the County to establish GPS, RF, CAM and other monitoring at one (1) or more locations.
- s. Monitoring systems shall have the capability to design geographic exclusion and inclusion zones in any format and provide three-dimensional mapping at no additional cost.
- t. System shall allow Probation personnel to administratively transfer case loads and/or assign cases utilizing website access from one (1) staff member to another.
- u. Central monitoring computer for GPS tracking must be set to perform an automatic monitoring check-in with field monitoring device at a minimum of every 30 minutes, or as determined by the County. If check-in is not received within two (2) hours, direct communication with the Point of Contact for the Agency must be made.

- v. Central monitoring system must include an uninterruptible power supply and a backup power source to supply secondary power in the event of an extended power outage.

2. Training Requirements

- a. Contractor shall include two (2) all-day on-site trainings per year at no additional cost.
- b. Contractor shall provide training for software and equipment at no extra charge.

3. Transmitting Equipment Requirements

- a. Transmitting units must be state of the art and utilize the most advanced technology available.
- b. Tracking equipment provided will track probationer utilizing GPS or RF Signals.
- c. All tracking units must meet the following specifications:
 - (1) Unit must allow for movement during routine work or leisure activity and minimize restrictions to physical movement;
 - (2) The units must be easy to install;
 - (3) Units must feature, resistance to damage from shock or water, and include anti-tampering features; and
 - (4) The units must track probationers at a minimum of every 30 minutes, or as determined by County.
- d. In addition, the GPS tracking equipment provided will allow the following types of monitoring:
 - (1) Hybrid Monitoring - The device can provide both active and passive monitoring as requested on call. It is sometimes called On Demand;
 - (2) Active Monitoring - The device can be monitored in near real time (approximately 90 seconds of status update request) providing information about a subject's whereabouts or condition; and

- (3) Passive Monitoring - The device "reports in" past-tense information for examination on either a pre-set schedule or "on-demand" basis.

e. RF tracking equipment must:

- (1) Have internal batteries that are either field replaceable or are manufacturer replaceable and have a field lifespan of at least one (1) year and be capable of sending alerts to the Department when battery is low;
- (2) Unit must be capable of storing data for a minimum of 72 hours in the event that communication with the Contractor's central computer is disrupted and be immediately transmitted when communication is restored;
- (3) Unit must record departure and arrival from transmitter range;
- (4) Unit must be state of the art; and
- (5) Unit must be water, tamper and shock resistant.

f. GPS tracking equipment must:

- (1) Have internal batteries that are rechargeable and:
 - (a) capable of running on internal batteries for at least 24 hours without having to be recharged;
 - (b) capable of sending alerts to the Department when battery is low; and
 - (c) internal battery must last a minimum of one (1) year before requiring replacement.
- (2) The device should incorporate memory capable of storing at least twenty-four hours' worth of events (with date and time of occurrence) at times when the cellular service may become unavailable and continual attempts to report these events have been unsuccessful. In particular memory will retain unreported events and report them once power/cellular services have been restored, including date and time of occurrence;
- (3) Unit must be state of the art; and

- (4) Unit must be water, tamper and shock resistant.
- g. Continuous Alcohol Monitoring (CAM) units must differentiate between ingested alcohol and environmental contamination:
 - (1) Any and all types of alcohol detection must be time-stamped in near real time (within 90 seconds of status update request) and then analyzed to determine consumption versus contamination prior to alerting agency staff.
 - (2) Units should be able to detect and communicate efforts by the wearer to contaminate or interrupt sample collection.
 - (3) Have internal batteries that must last a minimum of three (3) months, before needing to be replaced, and capable of sending alerts to the Department when battery is low.
- h. Allowances:
 - (1) Spare parts for the tracking equipment and CAM will be provided to the Department, as needed, at no charge;
 - (2) Contractor will be required to supply an additional 10% (based on the number of units in use) inactive shelf units at no additional cost; and
 - (3) Contractor will include a 10% (based on the number of units in use) allowance for lost or damaged units.
- i. Contractor will provide updated tracking equipment to the Department as it becomes available and at no additional cost.

EXHIBIT A-2

DELIVERABLES/REPORTS

1. Contractor will provide:
 - a. A printable Mapping Report that includes the time, speed, direction, latitude, longitude, number of satellites, and address of each GPS data point collected per client. County's Probation Department personnel should be able to zoom in and out, fast-forward, and rewind when viewing the report;
 - b. A printable report for a single alert, with zone violation that includes a map, the youth's and/or Adult's zones and schedules, and comments associated with the alert whether open or closed;
 - c. All reports and phone records between Contractor and County's Probation Department, available on request, for a minimum of seven (7) years;
 - d. Tracking reports will be given to County's Probation Department on a quarterly basis by the Contractor's Customer Support Center which include the following:
 - (1) Average time to answer inbound calls;
 - (2) Percentage of abandoned calls; and
 - (3) Average time on hold per call.
 - e. Activity Summary Report listing the client's daily activities;
 - f. Monitoring system capable of conducting crime correlation with offender locations;
 - g. Agency System Utilization Report showing information on the equipment that the agency is using;
 - h. Billing recommendations describing requirements to achieve maximization of inventory;
 - i. Alert Summary Report showing any alerts for the client during a specific time;

- j. Caseload at a Glance Report: Summary of caseload statistics;
- k. Caseload Profile Report: Lists including the client's name, case ID, phone number, start and estimated end date, and file equipment IDs for all active clients for an officer's caseload;
- l. Client Profile Report: Lists including the client's personal information, contact information, equipment type, risk status that allows room for an optional digital picture of the client as well as officer's comments. Users must be able to run this report for one (1), several, or all active client(s) on a caseload;
- m. Daily Summary Report: GPS data points superimposed on a map and list of all alerts that occurred during the specified time period;
- n. Aerial Mapping Summary Reports: Client's location(s) superimposed on a satellite image during a specified period of time. The summary shall show active zones for the client and client's location(s) anywhere from one (1) hour time period to 24 hours;
- o. Mapping Playback Report: Moving dots to show where a client was during a specific period of time. The client's direction, speed, and equipment status displayed at each point. This report must be interactive and allow the County to customize the playback;
- p. Monthly Equipment Summary Report: Summary, by month, which includes the total number of units used by an agency, the number of new installs, the number of disconnects, and the number of active clients;
- q. Zone by Zone Report: List of all client movement associated with entering and leaving zones during a specified time period, including both event and alerts; and
- r. Demographics Report: Monthly lists including client's Ethnicity, Gender, Race and Group (Adult or Juvenile).

EXHIBIT A-3

DESCRIPTION OF EQUIPMENT/SYSTEM

Contractor's BLUtag System:

BLUtag shall monitor and track the offender in active, passive or hybrid GPS monitoring mode without the need for changing equipment. In all monitoring modes, BLUtag shall receive and record one (1) GPS location point per minute at all times. This data will be transmitted to VeriTracks every ten (10) minutes during normal operation, immediately upon offender non-compliance. BLUtag shall use proprietary technology to detect, record and report suspected instances of jamming GPS signals or shielding the device from receiving GPS signals. It shall also incorporate an alternative location technology to monitor offenders when it cannot receive GPS signals.

To extend BLUtag's capabilities in impaired geographic locations, the device shall be paired with BLUbox or BLUhome.

GPS Jamming and Shielding Detection:

Contractor's proprietary technology shall continuously check for specific conditions over a designated length of time indicating jamming or shielding. If these conditions exist, BLUtag shall generate a jamming or shielding event and shall transmit an event notification to VeriTracks, which shall distribute the notification to the assigned supervising officer and any other designated recipients.

Enhanced Secondary Location Technology:

BLUtag shall monitor and track the location and movements of enrollees using GPS signals at all times. In the event that BLUtag is unable to receive GPS signals for a designated period of time, it shall activate Enhanced Secondary Location Technology (ESLT), a backup location technology, to track the enrollee's location and movements. ESLT shall draw on a variety of cellular network data, including strength of signal. ESLT shall determine the enrollee's location within a smaller and more specific area.

While ESLT is activated, BLUtag shall continue its normal operations in all other respects. It shall continue transmitting monitoring data to VeriTracks via nationwide cellular telephone service. There shall be no additional cost for ESLT in any monitoring mode.

Battery:

BLUtag's rechargeable battery shall power the device for at least 48 hours on a single charge. BLUtag's battery shall have a life expectancy of at least 24 months of continuous use.

Memory:

BLUtag's built-in, non-volatile memory shall store up to ten (10) days of monitoring data and shall not lose data, even if the device powers down due to battery depletion. Once the battery is recharged, BLUtag shall transmit all data in memory to VeriTracks.

Case and Strap:

BLUtag's case shall be composed of hypoallergenic, industrial-grade plastic. It shall detect tampering by means of a photo-optic sensor inside the case. If the offender tries to crack or break open the case, BLUtag shall generate a tamper violation. BLUtag shall use ESLT when it is unable to receive GPS signals.

Auxiliary Monitoring Equipment:

At the Probation Department's request, BLUtag shall be paired with either BLUbox, for an enrollee who lives in a geographic area with limited GPS reception or BLUhome, for an enrollee who lives in an area with limited cellular telephone reception.

BLUband:

BLUband (RF monitoring transceiver device) shall be installed without the use of a programming bracelet and shall remain securely attached around the offender's ankle at all times during his or her term of supervision. It shall interface with BLUhome, which shall record the date and time when the offender enters and leaves home. BLUhome shall transmit monitoring data to VeriTracks via the landline telephone service in the offender's home or nationwide cellular telephone service. BLUband shall communicate with BLUhome to make adjustments to the RF signal as needed.

BLUhome:

BLUhome (home-based monitoring receiver unit) shall be paired with BLUband for RF monitoring or with BLUtag for GPS monitoring of an offender who lives in an area with limited cellular telephone service. BLUhome shall interface with BLUband and BLUtag through an encrypted RF signal.

When paired with BLUband, BLUhome shall transmit data to VeriTracks via the landline telephone service in the offender's home or nationwide cellular telephone service. BLUhome shall also transmit a notification to VeriTracks when it no longer recognizes BLUband's presence.

When paired with BLUtag, BLUhome shall transmit data to VeriTracks via the landline telephone service in the offender's home. When BLUtag recognizes BLUhome's presence,

it shall transmit a date- and time-stamped event notification to VeriTracks to confirm the offender's presence at home. While the offender is in BLUhome's RF signal range, BLUtag shall curtail its receipt of GPS signals and shall transmit data to BLUhome through an encrypted RF signal. BLUhome shall transmit data to VeriTracks via the landline telephone service in the offender's home. When the offender leaves home, BLUtag shall resume its receipt of GPS signals and transmission of data to VeriTracks via nationwide cellular telephone service.

BLUbox:

BLUbox (optional GPS home based monitoring accessory) shall be paired with BLUtag for enhanced GPS monitoring of offenders who live in areas with limited GPS reception but adequate cellular telephone reception. When the offender enters BLUbox's signal range, BLUtag shall transmit a date- and time-stamped event notification to VeriTracks to confirm the offender's presence. While BLUtag is inside BLUbox's RF signal range, it shall curtail its receipt of GPS signals. In all other respects, BLUtag shall continue its normal operation. When the offender leaves BLUbox's RF signal range, BLUtag shall immediately resume its receipt of GPS signals once the offender enters an area with adequate GPS reception.

BLUscan:

BLUscan (an optional mobile monitoring unit supervising officers use to detect up to 16 BLUtag and/or BLUband devices simultaneously) shall record continually or on an as-needed basis and store up to 5,000 events in its memory. The unit shall record tamper violations and low battery events for BLUtag and BLUband as well as zone violations for BLUtag. It shall also record the status of BLUtag's GPS signal. BLUscan shall receive power from a rechargeable battery, a standard 110-volt AC electrical outlet or a vehicle's cigarette lighter receptacle. It shall have a built-in stand for hands-free viewing.

SCRAM:

SCRAM shall provide comprehensive, fact-based reporting of the offender's alcohol consumption patterns (with optional RF monitoring). SCRAM shall test for alcohol every half hour at all times. It shall include the optional capability of monitoring the offender's presence at home. SCRAM shall consist of two parts: the bracelet, which remains securely attached around the offender's ankle at all times, and the base station, which shall receive monitoring data from the bracelet and transmit the data to SCRAMNET, (cloud-based monitoring application) that shall receive, store and distribute all CAM data. The bracelet shall capture transdermal alcohol readings by sampling the insensible perspiration constantly emitted by the offender's body. The bracelet shall use an encrypted RF signal to transmit data to the base station, which then transmits the data to SCRAMNET, a secure and reliable cloud-based monitoring application, at designated intervals via the landline telephone service in the offender's home or nationwide cellular telephone service. SCRAMNET shall transmit notifications to the assigned supervising officer

and any other designated personnel. It shall also generate reports and graphs on demand, from a snapshot of a single event to a comprehensive view of an offender's behavior over time.

SCRAM shall:

- measure the transdermal concentration of alcohol in the blood 24 hours a day, 365 days a year, providing a Transdermal Alcohol Concentration (TAC) reading;
- be upheld as valid and reliable by multiple standards of admissibility (Daubert, Frye, FRE 702 and FRE 703) in every state where it shall be used;
- prove reliably in a court of law, per the Daubert standard, that it can consistently distinguish between consumed alcohol and topical or environmental exposure to something containing alcohol;
- be independently tested and peer-reviewed, with published studies confirming its reliability;
- prove reliably in a court of law that it can consistently distinguish between ingested and environmental alcohol;
- not generate false positives due to changes in temperature and humidity; and
- not require any offender involvement, which ensures accurate testing.

Equipment Warranties:

STOP shall provide maintenance, repair, replacement, lifetime warranty and a no-questions-asked return policy on all provided RF, GPS and CAM monitoring equipment. County shall return any piece of Contractor's equipment at any time for any reason.

System Failures:

VeriTracks shall be available and free of outages 99.99 percent of the time. An outage is an instance in which authorized users are unable to transmit and receive Internet Protocol packets due to an outage for more than 15 consecutive minutes, excluding outages relating to scheduled maintenance and enhancements and updates. During the outages, all data and transactions shall be fully restored.

SCRAMNET shall be available and free of outages 99.9 percent of the time. An outage is an instance in which the system is unable to process transactions for more than 15 minutes with an impact on customers, excluding outages relating to planned maintenance, system slowdowns due to volume of traffic, or service interruptions on the County's end. During these outages, all data and transactions shall be fully restored.

Requirements:

Transmitting Equipment Requirements:

STOP shall provide proven and reliable RF, GPS and CAM equipment with the most advanced and proven technology available.

Tracking equipment provided shall track probationer utilizing GPS or RF Signals.

BLUtag:

BLUtag shall have multiple location technologies: GPS, ESLT and RF. In most situations, BLUtag shall monitor and track the offender's movements using GPS. For monitoring and tracking in impaired locations, BLUtag shall incorporate secondary location technology and interface with optional auxiliary equipment at no additional cost. In areas with limited GPS reception, BLUtag shall use Enhanced Secondary Location Technology (ESLT) to determine the offender's location. This shall help to ensure that the offender is monitored and tracked at all times.

BLUtag shall be paired with BLUbox (optional monitoring accessory), for an enrollee who lives in a geographic area with limited GPS reception or BLUhome (optional home-based monitoring receiver unit with landline communication capability), for an enrollee who lives in an area with limited cellular telephone reception.

BLUband:

BLUband shall continuously confirm the offender's presence or absence at home. BLUband interfaces with BLUhome, which shall record the date and time the offender enters and leaves home. When BLUhome is paired with BLUband, it shall transmit monitoring data to VeriTracks via nationwide cellular telephone service or the analog or most digital landline telephone service in the offender's home.

BLUhome:

BLUhome shall work with BLUtag and BLUband in exactly the same manner. Once installed, BLUhome shall create an RF tether with the assigned offender's BLUband or BLUtag when the device is in BLUhome's RF signal range. This shall confirm the offender's presence. It shall also record and report the date and time when the offender enters and leaves home.

While BLUtag is inside BLUhome's RF signal range, it shall curtail its receipt of GPS signals and begin transmitting monitoring data to BLUhome through an encrypted RF signal. BLUhome shall transmit data to VeriTracks via the analog or most digital landline telephone service in the offender's home. When the offender leaves BLUhome's RF signal range, BLUtag shall immediately resume its receipt of GPS signals and its transmission of data to VeriTracks via nationwide cellular telephone service.

BLUbox:

BLUbox shall be paired with BLUtag for an offender who lives in an area with limited GPS reception. Once installed, BLUtag shall create an RF tether with BLUbox when the unit is in BLUtag's RF signal range. This shall confirm the offender's presence. BLUtag shall also record and report the date and time when the offender enters and leaves home. While BLUtag is inside BLUbox's RF signal range, it shall curtail its receipt of GPS signals. In all other respects, BLUtag shall continue its normal operation. When the offender leaves BLUbox's RF signal range, BLUtag shall immediately resume its receipt of GPS signals once the offender enters an area with adequate GPS reception.

BLUscan:

BLUscan (an optional RF mobile monitoring unit that simultaneously detects and identifies up to 16 BLUtag and/or BLUband devices) shall store up to 5,000 events in memory on a continuous or an on-demand basis. The unit shall record low battery events and tamper violations for BLUtag and BLUband as well as zone violations for BLUtag. It shall also record the status of BLUtag's GPS signal. BLUscan shall receive power from its rechargeable battery, a standard 110-volt AC electrical outlet or a vehicle's cigarette lighter receptacle. It shall have a built-in stand for hands-free viewing.

SCRAM:

The SCRAM bracelet (a CAM monitoring system with optional RF capability) shall remain securely attached around the offender's ankle at all times. In addition to CAM, the bracelet shall also continuously confirm the offender's presence at the offender's home. The SCRAM bracelet shall transmit an encrypted RF signal every 15 seconds. The SCRAM base station shall receive the bracelet's signal and record the date and time the offender enters and leaves home. The base station shall transmit monitoring data to SCRAMNET via the analog or most digital landline telephone service in the offender's home. SCRAMNET shall compare the data to the offender's curfew.

Unit shall allow for movement during routine work or leisure activity and minimize restrictions to physical movement;

BLUtag and BLUband shall not unduly restrict the offender's movements. The offender should still be able to take part in everyday activities, including exercising and showering.

SCRAM shall not unduly restrict the offender's movements. The offender can still take part in everyday activities, including exercising and showering.

The units shall be easy to install;

BLUtag and BLUband shall be simple and easy to install, with minimal training and no special tools. BLUtag and BLUband shall use the same strap, which streamlines the installation process. The strap shall be trimmed to fit around most offenders' ankles. Upon request, Contractor shall provide longer straps for offenders who have larger-than-normal ankles at no additional cost.

BLUhome and BLUbox shall be simple and easy to install, with minimal training.

SCRAM shall be simple and easy to install, with minimal training.

Units shall feature resistance to damage from shock or water and include anti-tampering features; and

BLUtag's and BLUband's components shall be factory sealed inside a hypoallergenic, industrial-grade plastic case. BLUtag and BLUband shall function reliably in normal to extreme environmental and atmospheric conditions, including significant variations in temperature (-10 to 140 degrees Fahrenheit) and humidity (10 to 100 percent humidity). BLUtag and BLUband shall be waterproof to a depth of 50 feet. They shall be resistant to chemical solvents, detergents, fire, shock and vibration.

BLUhome's, BLUbox's and BLUscan's components shall be factory sealed inside a hypoallergenic, industrial-grade plastic case. The units shall be weatherproof. They also shall be resistant to moisture, shock and vibration.

SCRAM shall be completely weather- and water-resistant. The offender should be able to shower as frequently and thoroughly as he or she wants. While SCRAM should not be submerged in water, it shall not be circumvented by being submerged in water.

The units shall track probationers at a minimum of every 30 minutes, or as determined by County.

In all monitoring modes, BLUtag shall receive and record one GPS location point per minute at all times. This data will be transmitted to VeriTracks every ten (10) minutes during normal operation, immediately upon offender non-compliance.

BLUband shall transmit an encrypted RF signal to BLUhome at random intervals at least once every 30 seconds to confirm the offender's presence at home.

BLUhome, BLUbox and BLUscan shall receive BLUtag and/or BLUband's encrypted RF signal when BLUtag or BLUband are inside their RF signal range.

The SCRAM bracelet shall transmit an encrypted RF signal to its base station at random intervals at least once every 15 seconds to confirm the offender's presence at home.

In addition, the GPS tracking equipment provided shall allow the following types of monitoring:

BLUtag shall function in hybrid, active and passive monitoring modes without the need for changing out equipment. In all monitoring modes, BLUtag shall receive and record one GPS location point every minute at all times and under all conditions.

Hybrid Monitoring - The device shall provide both active and passive monitoring as requested on call. In hybrid mode, BLUtag shall store all monitoring data in its built-in, non-volatile memory and transmit the data at designated intervals via nationwide cellular telephone service. It shall immediately transmit data to VeriTracks when

- (a) the offender commits an inclusion zone or tamper violation,
- (b) the supervising officer initiates a Location Request or
- (c) the device generates an event (e.g., low battery).

Active Monitoring - The device shall be monitored in near real time (approximately 90 seconds of status update request) providing information about a subject's whereabouts or condition; and

In active mode, when the offender is compliant with his or her terms of supervision, BLUtag shall transmit data to VeriTracks at least once every ten (10) minutes via nationwide cellular telephone service. It shall immediately transmit data to VeriTracks when:

- (a) the offender commits a violation (e.g. tamper violation, zone violation, etc.),
- (b) the supervising officer initiates a Location Request or
- (c) the device generates an event (e.g. low battery, etc.).

At any time, the supervising officer may request the offender's current location and status by clicking on a button in VeriTracks.

Passive Monitoring - The device shall "report in" past-tense information for examination on either a pre-set schedule or "on-demand" basis.

In passive mode, it shall store all monitoring data in its built-in, non-volatile memory, transmitting the data to VeriTracks at designated intervals in one (1) of two (2) ways:

- (a) via BLUhome, which shall receive data from BLUtag through an encrypted RF signal and then transmit the data to VeriTracks via the analog or most digital landline telephone service in the offender's home or
- (b) via nationwide cellular telephone service.

RF tracking equipment shall:

Have internal batteries that are either field replaceable or are manufacturer replaceable and have a field lifespan of at least one (1) year and be capable of sending alerts to the Department when the battery is low;

BLUband's battery shall be factory sealed in an industrial-grade plastic case and only replaced by trained technicians in Contractor's manufacturing center. It shall power the device for at least 24 months. Approximately 30 days before BLUband ceases its normal operation due to battery depletion, it shall transmit a low battery alert to BLUhome, which shall distribute the notification to VeriTracks. Upon receipt, VeriTracks shall distribute the low battery notification to the assigned supervising officer and any other designated recipients according to their preferred schedule and method of receipt – email, fax or text message.

BLUhome shall have a rechargeable backup battery in the event of an electrical service interruption. The life of the backup battery shall be 24 months.

Unit shall be capable of storing data for a minimum of 72 hours in the event that communication with the Contractor's central computer is disrupted and be immediately transmitted when communication is restored;

BLUhome shall have a built-in, non-volatile memory that stores at least 72 hours of monitoring data in the event communication with VeriTracks is disrupted. When communication is restored, it shall immediately transmit all data in memory to VeriTracks.

It shall also transmit an event notification with the disruption's start and end dates and times. BLUhome shall not lose any data even if it loses power.

Unit shall record departure and arrival from transmitter range;

BLUhome shall record the date and time when an assigned offender enters and leaves home.

Unit shall be state of the art; and

Unit shall be water, tamper and shock resistant.

BLUband's components shall be factory sealed inside a hypoallergenic, industrial-grade plastic case. BLUband shall function reliably in normal to extreme environmental and atmospheric conditions, including significant variations in temperature (-10 to 140 degrees Fahrenheit) and humidity (10 to 100 percent humidity).

BLUband shall be waterproof to a depth of 50 feet. It shall also be resistant to chemical solvents, detergents, fire, shock and vibration.

BLUhome's components shall be factory sealed inside a hypoallergenic, industrial-grade plastic case. It shall be weatherproof. BLUhome shall also be resistant to shock and vibration.

GPS tracking equipment shall:

- (1) Have internal batteries that are rechargeable. BLUtag's internal, rechargeable battery shall be factory sealed inside a hypoallergenic, industrial-grade plastic case and;
 - (a) be capable of running on internal batteries for at least 24 hours without having to be recharged; BLUtag's rechargeable battery shall provide power for at least 48 hours on a single charge, while acquiring a location point at least once every minute.
 - (b) be capable of sending alerts to the Department when battery is low; and BLUtag shall automatically notify the enrollee when it is time to recharge the battery. When the battery has approximately ten (10) hours of charge remaining, BLUtag shall automatically vibrate as a reminder to recharge the battery. If the enrollee does not recharge the device within 30 minutes, BLUtag shall transmit a low battery alert to VeriTracks, which distributes the alert to the assigned supervising officer and any other designated recipients via email, fax and/or text message. BLUtag shall also begin to vibrate once every ten (10) minutes until the enrollee recharges the battery or the battery loses all power. If the enrollee does not recharge the battery, BLUtag shall transmit a critical battery alert when the battery has approximately four (4) hours of charge remaining. It shall transmit a dead battery event when the battery has approximately 30 minutes of charge remaining.
 - (c) BLUtag's battery shall have a life expectancy of at least two (2) years of continuous use.
- (2) The device should incorporate memory capable of storing at least twenty-four hours' worth of events (with date and time of occurrence) at times when the cellular service may become unavailable and continual attempts to report these events have been unsuccessful. In particular memory shall retain unreported events and report them once power/cellular services have been restored, including date and time of occurrence;

BLUtag's built-in, non-volatile memory shall store up to 10 days (or 240 hours) of data. In the event BLUtag is unable to communicate with VeriTracks, BLUtag shall store data in memory and transmit data when connectivity is restored. BLUtag's memory shall be nonvolatile, no data shall be lost even if BLUtag powers down due to battery depletion.

BLUtag's memory shall store up to 150 date- and time-sensitive zones.

- (3) Unit must be state of the art; and

(4) Unit must be water, tamper and shock resistant.

BLUtag's components shall be factory sealed inside a hypoallergenic, industrial-grade plastic case. BLUtag shall function reliably in normal to extreme environmental and atmospheric conditions, including significant variations in temperature (-10 to 140 degrees Fahrenheit) and humidity (10 to 100 percent humidity). BLUtag shall be waterproof to a depth of 50 feet. It should also be resistant to corrosion, detergents, fire, shock, solvents and vibration.

BLUtag shall have multiple levels of tamper detection. It shall detect, record and report four (4) types of tampering:

- a) GPS jamming, an external source interfering with BLUtag's receipt of GPS signals;
- b) GPS shielding, a foreign substance blocking BLUtag's receipt of GPS signals;
- c) case tampers, an attempt to crack or break open BLUtag's case; and
- d) strap tampers, an attempt to cut or stretch BLUtag's strap.

BLUtag shall incorporate proprietary technology to detect, record and report suspected GPS jamming and shielding events. Proprietary technology shall continuously check for specific conditions over a designated length of time indicating jamming or shielding. If these conditions exist, BLUtag shall generate a jamming or shielding event and transmit an event notification to VeriTracks, which shall distribute the notification to the assigned supervising officer and any other designated recipients.

BLUtag shall also detect case tampers through a photo-optic sensor inside the case. If the offender tries to crack or break open the case, BLUtag shall generate a tamper violation. BLUtag shall also detect strap tampers through a fiber optic cable that lines the strap. If an offender tries to cut or stretch the strap, BLUtag will generate a tamper violation. BLUtag's case and strap shall show physical evidence of tampering, such as cuts and scratches. When the offender tampers with BLUtag, it shall generate a violation and immediately report an event notification to VeriTracks, which shall distribute the notification to the assigned supervising officer and any other designated recipients.

Continuous Alcohol Monitoring (CAM) units shall differentiate between ingested alcohol and environmental contamination:

SCRAM shall conclusively distinguish between ingested and environmental alcohol.

All data received from the SCRAM bracelet through SCRAMNET shall be subject to a rigorous data analysis and confirmation conducted by a team of AMS technicians. They will have the ability to confirm drinking episodes using court-proven criteria. Their review process will identify the presence of environmental alcohol and look at key characteristics of the Transdermal Alcohol Concentration (TAC) curve—similar to the BAC

(Blood Alcohol Content) curve—to ensure only true drinking episodes are confirmed (such as alcohol absorption and elimination rates).

Any and all types of alcohol detection must be time-stamped in near real time (within 90 seconds of status update request) and then analyzed to determine consumption versus contamination prior to alerting agency staff.

When SCRAM detects alcohol, it shall date- and time-stamp the sample in near real-time, reflective of the time of the sample. All alcohol monitoring data in SCRAMNET shall be available within ten (10) seconds of a status update request. Once detected by SCRAMNET, all alcohol-related events shall be viewed and analyzed by a team of AMS technicians to ensure alcohol violations are confirmed as valid to eliminate the need for additional testing. The system will distinguish between ingested alcohol and environmental alcohol or other alcohol-based products, such as lotion, cologne, and spilled alcohol.

All confirmed alcohol violations will be date- and time-stamped and sent to the assigned supervising officer and any other designated recipients by 8 a.m. the following day according to Probation Department's preferred method of receipt – email, fax, page and/or text message. In addition, a Daily Action Plan (DAP) will be emailed to the assigned supervising officer and any other designated recipients every day.

Units should be able to detect and communicate efforts by the wearer to contaminate or interrupt sample collection.

The SCRAM bracelet shall be equipped with industry-leading, anti-tamper technology. Any attempts to tamper with the bracelet or its functionality shall be immediately detected by the SCRAM system.

Unit must have internal batteries that must last a minimum of three (3) months, before needing to be replaced, and capable of sending alerts to the Department when battery is low.

Approximately seven (7) days before the SCRAM bracelet ceases its normal operation due to battery depletion, it shall transmit a low battery alert, allowing for sufficient time for the battery to be replaced.

Allowances:

Contractor shall provide County with unlimited BLUtag, BLUband and SCRAM consumables at no additional cost.

Throughout the term of the contract, County's designated Account Manager shall ensure that County has an adequate inventory of spare equipment equal to or greater than ten (10) percent of all units currently assigned to offenders and in use. If the County needs

equipment the same day, Contractor shall fulfill the request. Contractor shall provide County with a sufficient inventory at all times.

Contractor shall include a 10% (based on the number of units in use) allowance for lost or damaged units.

If a piece of equipment is lost or damaged by an offender, the supervising officer shall log into VeriTracks and report it as unrecoverable. Contractor shall absorb the cost of replacing unrecoverable equipment for quantities up to 10% based on the number of units currently assigned to offenders and in use. For quantities exceeding 10%, Contractor shall invoice the County for the cost of replacing unrecoverable equipment.

Contractor shall provide updated tracking equipment to the Department as it becomes available and at no additional cost.

Contractor shall routinely upgrade and update the functionality of its hardware and software based on customer feedback. Contractor shall offer all such enhancements to the County at no additional cost as they become available. Whenever Contractor shall upgrade or update its hardware or software, Contractor shall provide County with release notes and/or new functionality training approximately two (2) weeks prior to implementation.

EXHIBIT A-4

DESCRIPTION OF SERVICES

VeriTracks

Contractor shall provide VeriTracks, a cloud-based monitoring application that receives, stores and distributes all GPS and RF monitoring data from BLUtag and BLUhome. It shall be accessible 24 hours a day, 365 days a year to authorized County personnel from any computer with a high-speed Internet connection. VeriTracks shall not require the installation of any software on the County IT network or individual computers. While logged into VeriTracks, authorized County personnel shall be able to query the database and search for records as well as sort and filter the results by any field. He or she can also manage equipment inventory; create, modify and review offender profiles; assign equipment to offenders; create, modify, review and assign curfews, zones and zone schedules; monitor and track offenders on maps; review monitoring data; and generate reports.

Maps

For BLUtag-monitored offenders, VeriTracks shall display the current location and previous movements ("tracks") of one (1) or more offenders simultaneously on maps provided by Google Maps™. There shall be five (5) types of map views in VeriTracks: (1) map view, a standard roadmap with street and landmark labels (businesses, schools, etc.); (2) satellite view, an aerial photograph; (3) hybrid view, an aerial photograph with optional street and landmark labels; (4) terrain view, a standard topographic map; and (5) Street View, a panoramic street-level image.

The offender's most current GPS location point appears on the map as an "X." When the supervising officer clicks on any location point, a pop-up window shall display the location point's date and time, latitude/longitude coordinates, nearest address and Street View (where available); the offender's speed and open events; and the device's battery status. He or she shall also be able to play, rewind, fast-forward and stop the offender's tracks, zoom into and out of maps, and save and print maps for future reference.

Visits

For BLUtag-monitored offenders, the supervising officer shall be able to use exclusive Visits™ functionality to view the offender's Visits, the locations where the offender stops for a designated length of time when he or she is in violation. This functionality shall streamline the display of GPS location points.

Zones

While logged into VeriTracks, the supervising officer shall be able to create and view date- and time-sensitive exclusion and inclusion zones either directly on the map or by entering a specific address. Once the supervising officer creates a zone, he or she should be able to apply it to one (1) or more offenders with a customized schedule for each offender. While viewing a zone on the map, the supervising officer shall be able to move it by dragging and dropping it onto the desired location or reshape and/or resize it by dragging its edge until it is the desired size and shape.

Curfew and Zone Schedules

The supervising officer shall be able to create a customized curfew or zone schedule for every BLUband and BLUtag-monitored offender in his or her caseload, respectively. When the supervising officer needs to make a one-time change in an offender's curfew or schedule, he or she shall be able to insert the exception into the schedule. Once the exception passes, VeriTracks shall automatically revert to the standard schedule.

Notifications

VeriTracks shall automatically transmit event notifications to the assigned supervising officer and any other designated recipients according to their preferred schedule and method of receipt – email, fax and/or text message. All notification preferences shall comply with the County's monitoring protocols.

Reports

While logged into VeriTracks, authorized County personnel shall be able to generate reports containing near real-time data on a manual basis. VeriTracks shall also generate and distribute reports on an automated basis. VeriTracks shall automatically store all generated reports for future reference. Reports will be able to be printed and saved in a variety of formats: Adobe Reader (.pdf), comma-separated values (.csv), Microsoft Excel (.xls) and Microsoft Word (.doc). Program administrators will be able to restrict access to certain types of reports. For example, some reports are designed for program administration rather than day-to-day supervision, and the County may want only program administrators to generate such reports.

In the event that the County has additional reporting needs, the Contractor's report writers can develop and implement custom reports. Once the County approves the report's format, Contractor shall add the report to VeriTracks. Custom reports will be designed and implemented upon request at no additional charge to the County.

SCRAMNET

SCRAMNET, a cloud-based monitoring application that receives, stores and distributes all monitoring data from SCRAM, shall be accessible 24 hours a day, 365 days a year to authorized County personnel from any computer with a standard web browser and a high-

speed Internet connection. While logged into SCRAMNET, authorized County personnel shall be able to access and manage CAM data. He or she will be able to assign equipment to offenders; review monitoring data and generate reports. SCRAMNET shall automatically distribute event notifications as it receives them and generate reports on an automated or manual basis.

Optional Monitoring Center Services

Contractor shall offer additional optional Monitoring Center services through its dual-purpose Solutions Center, which is staffed 24 hours a day, 365 days per year with STOP employees. The County shall determine if and when it needs additional Monitoring Center services. If needed, County shall provide the protocols, or step-by-step instructions, that the Contractor's technicians shall follow when managing an event.

The Monitoring Center in VeriTracks shall maintain a continuously updated list of all open events and the applicable protocols to investigate and respond to them in a standardized and systematic manner according to County's established monitoring protocols. The application shall contain every step of every protocol for every type of event. The Solutions Center Technician shall complete and manually click a checkbox next to each step before he/she can proceed to the next step. Each step shall include a detailed list of instructions and/or telephone scripts when speaking to offenders and/or supervising officers. This shall ensure consistent and thorough management of events.

County shall be able to develop and implement a customized protocol for each category or risk level of offender, type of event and/or day of the week and time of the day.

County shall be able to subscribe to Contractor's Monitoring Center services at any time during the term of the contract for an additional cost, which is listed on Exhibit B-1 Additional Provisions.

Program Implementation/Transition

Contractor shall provide program implementation and transitioning in four (4) distinct phases: (1) Program Management, (2) Pre-Enrollment, (3) Enrollment and (4) Ongoing Operations.

Program Management Phase:

The Implementation/Transition Plan shall begin with Program Management, which shall last approximately one (1) week. Contractor's designated Account Manager, and other members of its account management team shall meet with County personnel to discuss its review of County's program and shall build the foundation for a successful transition. Together, all system settings and monitoring protocols shall be established for County's database in VeriTracks, including global zone creation, notification preferences and report customizations.

A schedule for implementation, including the training of personnel and the delivery of equipment shall be finalized during the first week of the contract term.

On the last day of the Program Management Phase, Contractor shall build the County's database in VeriTracks and user accounts for all authorized County personnel. If necessary, Contractor shall import monitoring data from County's old monitoring system. Then Contractor shall test County's database and user accounts to ensure proper functionality.

Pre-Enrollment Phase:

Once County's database and user accounts are operational, Contractor's Director of Training, and staff shall begin initial on-site training for authorized County personnel. Contractor's comprehensive training course shall require a 1.5-day commitment. It shall cover all aspects of the monitoring system, including understanding data, interpreting maps, notification and reports; determining an enrollee's current location; and troubleshooting issues. The course shall include significant hands-on interaction with actual hardware and software, so trainees can explore their features and functionality and build their confidence with contractor's monitoring system. Before training begins, Contractor shall fulfill County's initial equipment order, based on County's purchase order.

Enrollment Phase:

Once training is complete, Contractor's designated Account Manager and other members of its account management team shall be on-site to assist with enrollments and installations. Contractor shall coordinate the transition with the County's current vendor. The current vendor shall remove its equipment at one workstation and Contractor shall install its equipment and enroll enrollees at another workstation.

Ongoing Operations Phase:

During the first 120 days of the contract, Contractor shall provide intensive support for the County through Proactive Customer Assistance. Contractor's Solutions Center Technicians shall remotely shadow supervising officers as they review daily summary reports. When a technician detects an issue, such as a series of event notifications, he or she shall contact the supervising officer to discuss it.

Contractor's designated Account Manager shall ensure that the County's program will continue to operate effectively and efficiently and receive exceptional customer service and support throughout the term of the contract.

Maintenance, Repair and Replacement

Contractor shall provide maintenance, repair and replacement on all provided RF, GPS and CAM equipment at no additional cost. In the event of equipment issues that require repair or

replacement, authorized County personnel shall retrieve the unit, exchange it with a replacement from County's inventory of spare equipment and return the original unit to Contractor's manufacturing center. Contractor shall replenish County's inventory as needed. When County needs additional equipment, it shall place an order with Contractor's Solutions Center via email or toll-free telephone or fax. Contractor shall process and ship the order within 24 hours of receipt, Monday through Friday, between the hours of 8 a.m. and 3 p.m. Central Time. Contractor shall absorb all maintenance, repair and replacement costs as well as all shipping costs to and from County. If County needs equipment the same day, Contractor (through an agreement with Leaders in Community Alternatives (LCA)), shall fulfill the request. Contractor shall provide County with a sufficient inventory at all times.

Requirements

As requested in County's solicitation, Contractor shall provide the following information about its proposed services:

SPECIFIC REQUIREMENTS

Monitoring and Support Requirements

Confidential monitoring and data collection:

Contractor shall use monitoring data exclusively for the purpose of monitoring and tracking the offenders in County's monitoring program in accordance with the provisions of this contract. Contractor shall comply with all applicable federal, state and local laws and County policies and procedures regarding the confidentiality of data and information and the privacy of offenders. Contractor shall not disclose or release any data or information, except as is necessary in the performance of this contract.

Internet access and application support, via Internet Service Provider (ISP) that allows Probation Department personnel access to data from the Monitoring Center:

VeriTracks and SCRAMNET shall be accessible 24 hours a day, 365 days a year to authorized County personnel from any computer with a standard web browser and a high-speed Internet connection. These programs shall not require the installation of any software on the County's IT network or individual computers.

Equipment and software support at no extra charge:

Contractor shall have no hidden costs. Contractor shall provide all proposed equipment and services on a flat per diem lease basis, as listed on Exhibit B-1 Additional Provisions. Contractor's all-inclusive pricing shall include around-the-clock technical support at no additional cost.

Pricing shall also include all of the following items per probationer monitored:

- One (1) BLUtag GPS monitoring device (in active, passive or hybrid monitoring mode acquiring one (1) GPS location point per minute); one (1) BLUband RF monitoring transceiver device; or one SCRAM bracelet assigned and in use;
- Use of BLUhome with BLUtag or BLUband;
- Use of BLUbox with BLUtag;
- Use of BLUscan (at the rate of one per 10 offenders);
- Use of SCRAM base station with SCRAM bracelet;
- 10 percent inventory of spare equipment (i.e. not currently assigned or in use);
- One (1) Officer Kit with one (1) set of tools (at the rate of one per 10 offenders);
- Unlimited BLUtag, BLUband and SCRAM consumables;
- Unlimited data transmissions from BLUtag and BLUhome to VeriTracks and SCRAM base station to SCRAMNET;
- Unlimited access to VeriTracks and SCRAMNET;
- Unlimited notifications sent by VeriTracks and SCRAMNET to supervising officers and any other designated recipients by email, fax or text message;
- Unlimited standard reports in VeriTracks and SCRAMNET;
- Unlimited Location Requests from VeriTracks to BLUtag;
- Development and implementation of custom reports in VeriTracks;
- All customer service; 24x7x365 technical support; and all training;
- Maintenance, repair, lifetime warranty and no-questions-asked return policy on all equipment;
- Shipping and handling to and from the County in two (2) business days after receipt of order; and
- Monthly billing for activated equipment (i.e. assigned and in use).

Contractor shall also provide security features which prevent unauthorized individuals from accessing any information held by the Contractor. Secure access to the monitoring system shall be maintained at all times.

Satellite Tracking of People LLC (STOP)/VeriTracks

Contractor shall use industry-leading technology and tools to provide the highest levels of security to protect monitoring data, prevent hacking into its monitoring system and implement fast fault recovery.

Contractor's system shall comply with the Federal Information Processing Standards (FIPS) Pub 800-53. Contractor's system shall be stored in two geographically redundant Tier 4 data centers. They shall also be both certified by the Department of Defense Information Technology Security Certification and Accreditation Process (DITSCAP) and Statement on Auditing Standards (SAS) No. 70, Service Organizations (SAS 70) Type II.

There shall be three (3) types of user accounts in VeriTracks: restricted, normal and administrative. Restricted users shall have permission to view monitoring data. Normal users shall have permission to add, delete and/or edit as well as view data. Administrative users shall have permission to create users as well as add, delete, edit and/or view data. The County shall decide the type of user account for each user.

VeriTracks shall be protected by a proven and reliable security system with corresponding best practices in security. The network shall be divided into multiple zones, which are designed to logically segment the network traffic to allow for specific access into and out of each zone as necessary. All network segments shall be protected by highly available and fully redundant firewalls. Only HTTPS, SCP/SFTP, SMTP and BLUtag traffic shall be allowed into the network. All SMTP traffic shall be scanned and filtered prior to delivery to the appropriate mail server, while SCP/SFTP traffic shall be restricted by source address. No traffic from the Internet shall be directly accessible to the zone where monitoring data is actually hosted.

AMS/SCRAMNET

All SCRAMNET data shall be secured according to National Institute of Standards (NIS) guidelines. SCRAMNET servers shall use SSL certificates to ensure all session data is encrypted and all host communications are confidential.

A toll free telephone number for live customer support 24 hours a day, seven (7) days a week, 365 days per year at no additional cost:

Contractor's dual-purpose Solutions Center shall provide secure and confidential help desk/technical support 24 hours a day, 365 days a year at no additional cost. When the supervising officer needs support, he or she shall be able to contact the Solutions Center by email or toll-free telephone or fax. Solutions Center Technicians shall respond to all types of requests, from answering technical questions to leading one-on-one mini-training sessions. They shall provide assistance with all aspects of Contractor's monitoring system, including how to use all hardware and software; understanding monitoring data; interpreting maps, notifications and reports; determining the current location of enrollees; and troubleshooting issues. If necessary, they shall use GoToMeeting® to demonstrate specific tasks online. This service will be provided at no additional charge.

The Solutions Center shall have three (3) tiers of support. Solutions Center Technicians shall provide Tier I support. If Tier I support cannot resolve the issue, the technician will elevate it to Tier II, where an analyst shall work with the user to achieve resolution. In the event Tier III support is needed, Contractor's hardware and/or software engineering team will be brought into the loop, depending on the issue.

In addition, to help desk/technical support throughout the term of the contract, Contractor shall provide intensive support for the County through Proactive Customer Assistance during the first 120 days of the contract. Contractor's higher-level Solutions Center Technicians shall

remotely shadow supervising officers as they review daily summary reports. When a technician detects an issue, such as a string of event notifications, he or she shall contact the supervising officer to discuss it. Contractor shall make this investment to build the confidence of supervising officers and ensure the long-term success of County's monitoring program.

Contractor shall provide guaranteed two-day delivery of equipment, absorbing all shipping costs to and from County. Authorized County personnel shall contact the Solutions Center to order equipment and/or consumables via email or toll-free telephone or fax. Contractor shall process orders and ship equipment within 24 hours of receipt of order, Monday through Friday, between the hours of 8 a.m. and 4 p.m. Central Time. Standard shipping shall be UPS Second Day Air, though Contractor shall ship by UPS Next Day Air for emergency orders or at the request of the County.

Contractor shall maintain the highest quality assurance standards and undergo regular third-party examination and re-certification. Contractor has a written quality control plan to ensure all equipment and services meet all requirements listed in the County's solicitation. Contractor's quality control plan shall be available to the County upon request.

Contractor's quality control plan includes a staffing plan to ensure uninterrupted service in the event of employee vacations, sick days, holidays and natural and man-made disasters. Contractor's managers and executives shall also be trained to handle temporary disruptions of service.

Contractor shall use monitoring data exclusively for the purpose of monitoring and tracking the offenders in County's monitoring program in accordance with the provisions of this contract. Contractor shall comply with all applicable federal, state and local laws and County policies and procedures regarding the confidentiality of data and the privacy of offenders. Contractor has written policies on the disclosure of data, including how Contractor releases data and to whom. Contractor shall not disclose or release any data without written authorization from County. When Contractor receives a request from a third party, including a court of law, Contractor shall immediately contact County and direct the request to the appropriate office. Contractor shall only release data after receiving explicit written instructions from County's program manager.

The written authorization shall include the following information:

- The first and last name and title of the individual who shall receive the data;
- The name of the agency with which the individual is affiliated or employed;
- The mailing address or email address where the data shall be delivered;
- The first name, last name and identification number of the offender or offenders for whom data is requested;
- The specific data that are being requested;
- The format in which the data are requested to be delivered; and
- The quantity of hard copies to be delivered, if that is the preferred format.

When Contractor provides information about its system to an authorized third party, Contractor shall not release any information on its customers or disclose any data about offenders.

The Solutions Center shall record all inbound and outbound calls and maintain the recordings for at least seven (7) years after the end of the contract.

Redundant Data Centers

Contractor's monitoring system shall be operational in two (2) geographically redundant data centers at all times 24 hours a day, 365 days a year. This level of redundancy shall mean that Contractor's system administrators are always aware of the system's health and functionality. It shall also ensure that Contractor's backup system is always available and operational.

Satellite Tracking of People LLC (STOP)/VeriTracks

Contractor shall store all monitoring data in two (2) geographically redundant Tier 4 data centers. They shall also both be certified by the Department of Defense Information Technology Security Certification and Accreditation Process (DITSCAP) and Statement on Auditing Standards (SAS) No. 70, Service Organizations (SAS 70) Type II. Contractor's primary data center is located in Ashburn, Virginia, and the secondary data center is located in Chicago, Illinois. Both data centers shall provide the highest levels of security and reliability. They have multiple redundancies, including layers and nodes. If any component fails, the system shall continue to operate normally, while Contractor shall repair and/or replace the failed component.

Redundant Layers

Contractor shall segment the overall system into layers, including the data layer, the application layer and the Extract, Transform and Load (ETL) layer. A layer shall fulfill a specific function. Contractor shall add new layers to accommodate new functions. The layers shall be scalable. Horizontal scalability is the ability to distribute processing across multiple pieces of hardware with each piece performing the same function, but handling only a portion of the work. Consequently, Contractor shall add hardware almost without limit to meet the need for increased processing capability.

Contractor shall scale most layers N+2, meaning each layer has sufficient hardware for a normal load plus two (2) additional pieces of hardware. Consequently, a layer shall not experience congestion until at least three (3) pieces of hardware fail.

AMS/SCRAMNET

AMS shall maintain a full mirror of its database, which shall be approximately five (5) seconds behind its production database with full replication and data journaling in near real-time. Every 20 minutes, the database shall be replicated to online Storage Array Networks (SANs) at three (3) separate geographic locations. The database shall be regularly tested to ensure a backup can be used to recover the system. AMS shall complete a data "snapshot" every four (4) hours to maintain backups. Transaction logs for all activity shall ensure that each data restore is complete, and each transaction is available.

To ensure the availability of all data, AMS shall also create complete backups every night. The backups shall be copied to online SANs in two (2) separate data centers and tested every night. In the event of a failure, these data shall be pressed into service as a replacement for the production database. AMS shall maintain all daily backups for seven (7) years.

Satellite Tracking of People LLC (STOP)/VeriTracks

Offender Profiles

VeriTracks shall record the offender's biographical information in the Profile tab of the Enrollment Entry application in VeriTracks. The supervising officer shall be able to enter, modify and/or view the following information for the offender:

- Name;
- ID number(s);
- Dates of enrollment;
- Assigned supervising officer;
- Classification/category;
- Risk level;
- Physical characteristics, including photograph; and
- Vehicle information.

In the Assignments tab, he or she shall be able to enter, modify and/or view the equipment assigned to the offender. The supervising officer shall be able to enter, modify and/or view the offender's contact information (addresses and telephone numbers for home, work, etc.) in the Addresses tab. In the Zones and Schedules tabs, he or she shall be able to enter, modify and/or view the offender's program rules. Additional information shall be included as notes.

Curfews and Schedules

The supervising officer shall be able to create a customized curfew or zone schedule for every offender in his or her caseload. When a one-time change in an offender's curfew or zone schedule is needed, the supervising officer shall be able to insert the exception into the schedule. Once the exception passes, VeriTracks shall automatically revert to the standard schedule.

Events

While logged into VeriTracks, the supervising officer shall be able to view the entire history and add notes to any event.

Reports

While logged into VeriTracks, authorized County personnel shall be able to generate reports containing near real-time data on a manual basis. It shall also generate and distribute reports on an automated basis. VeriTracks shall automatically store all generated reports for future reference. Reports shall be available to be printed and saved in a variety of formats: Adobe Reader (.pdf), comma-separated values (.csv), Microsoft Excel (.xls) and Microsoft Word (.doc). Program administrators shall be able to restrict access to certain types of reports. While logged into VeriTracks, the supervising officer shall be able to enter, modify and/or view the offender's biographical information in the Profile tab of the Enrollment Entry application.

If the County has additional reporting needs, Contractor's report writers shall develop and implement custom reports. Once the County approves the report's format, Contractor shall add the report to VeriTracks. Additional reports will be provided at no charge.

AMS/SCRAMNET

SCRAMNET shall allow the County to manage numerous offenders simultaneously from multiple locations. While logged into SCRAMNET, authorized County personnel shall be able to view offender profiles, current and historical monitoring data, violation statuses, notification settings, and reports; enroll and un-enroll offenders; create, edit, delete and apply monitoring parameters (i.e. schedules) for one (1) offender or a group of offenders; establish protocols to determine which events generate notifications and how they are delivered to the assigned supervising officer and any other designated recipients; customize reports to meet the County's needs; and generate reports from a wide range of preexisting report and graph templates.

Satellite Tracking of People LLC (STOP)/VeriTracks

VeriTracks shall automatically transmit event notifications to the assigned supervising officer and any other designated recipients according to their preferred schedule and method of receipt – email, fax or text message. All notification preferences shall comply with the County's monitoring protocols. Upon request, Contractor shall also implement notification trees for specific offender categories or risk levels, event types and/or days of the week and times of the day. Contractor shall customize each tree according to: 1) who receives the notification, how and in what order, 2) the amount of time the recipient or recipients have to respond to the event, 3) how many times the notification is run, 4) what, if any, action to take after completing the protocol and the event remains open and 5) who can edit the tree.

AMS/SCRAMNET

SCRAMNET shall receive all alcohol monitoring data and process them using a series of algorithms to generate events. AMS technicians shall then analyze and confirm the data. SCRAMNET shall send a Daily Action Plan to the assigned supervising officer and any other designated recipients by 8 a.m. the following day according to their preferred method of receipt – email, fax, page and/or text message. The Daily Action Plan shall include a list of all events that occurred since the previous day's report.

VeriTracks and SCRAMNET shall provide continuous and reportable monitoring 24 hours a day, 365 days a year. The applications shall be accessible 24 hours a day, 365 days a year to authorized County personnel from any computer with a standard web browser and a high-speed Internet connection. They shall automatically transmit event notifications as they receive the notifications and generate reports automatically and on demand.

Contractor and AMS shall store all offender information and monitoring data in geographically redundant data centers. All data centers shall have comprehensive disaster recovery capabilities with multiple redundancies, including redundant layers and nodes.

Satellite Tracking of People LLC (STOP)/VeriTracks

Contractor shall store all offender information and monitoring data in two (2) geographically redundant data centers. Contractor's primary one is in Ashburn, Virginia, and the back-up is in Chicago, Illinois. Both shall provide the highest levels of reliability and, in the event of failure, multiple levels of redundancy to provide automatic failover and recovery. They shall have redundant power, networks and systems and data. VeriTracks shall be available and free of outages 99.99 percent of the time. An outage is an instance in which authorized users are unable to transmit and receive Internet Protocol packets due to an outage for more than 15 consecutive minutes, excluding outages relating to scheduled maintenance and enhancements and updates.

Contractor's data centers have robust power infrastructures, offering the highest levels of reliability. They shall provide a minimum N+1 redundancy, delivering a proven record of 99.99 percent uptime availability. In addition to their standard power system, VeriTracks shall be connected to an Uninterruptible Power Supply (UPS) system at each center to prevent power spikes, surges and brownouts, while redundant backup diesel generators keep the centers powered in the event of an electrical service interruption. The electrical system shall have built-in redundancy to ensure continuous operation.

The data centers shall be also power-grid independent. The primary center shall be collocated with other systems considered national assets. It shall have multiple fuel contracts and a fuelling priority that places it just after emergency services and hospitals. All emergency systems shall be maintained and tested bi-weekly.

AMS/SCRAMNET

SCRAMNET shall be available and free of outages 99.9 percent of the time. AMS shall have a written Business Continuity Plan with the supporting infrastructure in place to provide for data backup and recovery in order to prevent interruptions. This plan shall include data protection, risk assessment information, infrastructure security, backup and recovery processes as well as performance monitoring practices. It shall ensure the protection of data using redundant systems and power. AMS is ISO 9001-certified. It shall continuously seek to make improvements through corrective and/or preventive action. All systems shall be continuously monitored for customer experience and normal processing.

AMS shall have Uninterruptible Power Supply (UPS) systems to deliver backup power to all buildings and servers in the event of an electrical service interruption. Diesel-powered generators shall come online within six (6) seconds to provide power for at least one (1) week. Priority diesel fuel deliveries shall be scheduled on a weekly basis.

Contractor's monitoring system shall provide active, passive and hybrid GPS monitoring through the combined use of BLUtag and VeriTracks.

AMS/SCRAMNET

To ensure availability of all data, AMS shall replicate all data daily to online storage arrays at three (3) separate geographic locations. The database shall be tested daily to ensure system backup can be used on recovery of any system. In addition, AMS shall complete a data "snapshot" every four (4) hours to maintain backups. Transaction logs for all activity shall ensure that a data restore shall be complete, and that each transaction is available.

Monitoring data in VeriTracks and SCRAMNET shall be admissible as evidence in administrative and legal proceedings. Upon request, Contractor shall provide written certifications of data to substantiate their reliability and validity at no additional cost. Upon request or in response to a subpoena, Contractor shall submit affidavits and/or provide expert witnesses to testify to the methodology, integrity and accuracy of Contractor's monitoring system at no additional cost.

Satellite Tracking of People LLC (STOP)/VeriTracks

The Enrollee Assignments in Date Range Report in VeriTracks shall list all enrollments and un-enrollments for a specified date range.

AMS/SCRAMNET

The Clients Added/Removed Report in SCRAMNET shall allow officers to keep track of enrollments and terminations on a daily basis or within any specific timeframe.

With Contractor's comprehensive monitoring system, County shall be able to monitor and/or track offenders using GPS, RF or CAM at one (1) or more locations throughout the County. For GPS monitoring, the only required equipment is BLUtag, which shall remain securely attached around the offender's ankle at all times. There shall be no need for the installation of any equipment in the offender's home or any other designated location. For RF and CAM monitoring, a home-based monitoring receiver unit shall be installed at the offender's home or other designated location. The unit shall then be paired with the monitoring device, which shall remain securely attached to the offender's ankle.

The supervising officer shall be able to create and view date- and time-sensitive exclusion and inclusion zones either directly on the map or by entering a specific address. Zones shall be circular or polygonal. The latter shall have up to 38 sides to match the size and shape of any geographical area. Once the supervising officer creates a zone, he or she can apply it to one (1) or more offenders with a customized schedule for each offender. He or she shall also be able to apply a zone to a specific type of offender or all offenders in the County's monitoring program. While viewing a zone on the map, the supervising officer shall be able to move it by dragging and dropping it onto the desired location or reshape and/or resize it by dragging its edge until it is the desired size and shape.

VeriTracks shall display the current location and previous movements ("tracks") of one (1) or more offenders simultaneously on maps provided by Google Maps™, which shall have the same robust functionality as the commercial version. There shall be five (5) types of map views in VeriTracks: (1) map view, a standard roadmap with street and landmark labels (businesses, schools, etc.); (2) satellite view, an aerial photograph; (3) hybrid view, an aerial photograph with optional street and landmark labels; (4) terrain view, a standard topographic map; and (5) Street View, a three-dimensional street-level image.

The offender's most current GPS location point shall appear on the map as an "X." When the supervising officer clicks on any location point, a pop-up window shall display the location point's date and time, latitude/longitude coordinates, nearest address and Street View (where available); the offender's speed and open events; and the device's battery status. He or she shall also be able to play, rewind, fast-forward and stop the offender's tracks, zoom into and out of maps, and save and print maps for future reference.

While logged into VeriTracks or SCRAMNET, authorized County personnel shall be able to transfer caseload and/or assign cases from one supervising officer to another.

BLUtag and BLUhome shall be configured to perform an automatic monitoring check-in with VeriTracks at least once every 30 minutes. If a device or unit does not check in, VeriTracks shall generate a message gap event and transmit an event notification to the assigned supervising officer and any other designated recipients according to their preferred schedule and method of receipt – email, fax or text message.

SCRAM shall also be configured to perform an automatic monitoring check-in with SCRAMNET at least once every 30 minutes. If a unit does not check in, SCRAMNET shall generate a message gap event and transmit an event notification to the assigned supervising officer and any other designated recipients according to their preferred schedule and method of receipt – email, fax, page and/or text message.

Satellite Tracking of People LLC (STOP)/VeriTracks

Contractor's data centers shall have robust power infrastructures, offering the highest levels of reliability. They shall provide a minimum N+1 redundancy, delivering a proven record of 99.99 percent uptime availability. In addition to Contractor's standard power system, VeriTracks shall be connected an Uninterruptible Power Supply (UPS) system at each center to prevent power spikes, surges and brownouts, while redundant backup diesel generators shall keep the centers powered in the event of an electrical service interruption. The electrical system shall have built-in redundancy to ensure continuous operation. The data centers shall also be power-grid independent. The primary center shall be collocated with other systems considered national assets. It shall have multiple fuel contracts and a fuelling priority that places it just after emergency services and hospitals. All emergency systems shall be maintained and tested bi-weekly.

AMS/SCRAMNET

AMS shall have Uninterruptible Power Supply (UPS) systems to deliver backup power to all buildings and servers in the event of an electrical service interruption. Diesel-powered generators shall come online within six (6) seconds to provide power for at least one (1) week. Priority diesel fuel deliveries shall be scheduled on a weekly basis.

Training Requirements:

Contractor shall provide effective training, including at least two (2) initial on-site training courses. Contractor shall work in partnership with the County to develop and implement customized training courses for all authorized County personnel. Contractor's trainers shall be knowledgeable and experienced STOP employees who facilitate training courses in a professional manner. Contractor shall provide several types of on-site and online training courses: initial, follow-up, refresher, and new functionality. On-site training shall take place at locations selected by the County on mutually agreeable dates and times. Contractor shall provide all training and training materials.

Initial training shall typically take place on-site and require a 1.5-day commitment. The initial training course shall cover all aspects of Contractor's monitoring system, including how to:

- Install, maintain and operate all monitoring equipment;
- Manage equipment inventory;
- Create, modify and review enrollee information and enroll/un-enroll enrollees;

- Understand monitoring data, including notifications and reports;
- Interpret maps and create, modify, assign and review zone and zone schedules;
- Determine an enrollee's current location;
- Configure hardware and software; and
- Troubleshoot issues.

The initial training shall include significant hands-on interaction with actual hardware (BLUtag) and software (VeriTracks), so trainees can explore their features and functionality and build their confidence with Contractor's monitoring system.

Contractor shall provide on-site training for any class size. On-site class size shall be limited only by the size of the training room and the number of computers County shall be able to provide.

Every trainee shall receive his or her own comprehensive training guide at the beginning of initial training. Contractor's user manual shall be accessible online in VeriTracks through a link in the header section. Self-paced training videos and quick reference guides on a variety of topics shall be available on a secure website 24 hours a day, 365 days a year. The user manual and reference guides shall be available to be downloaded and/or printed. Authorized County personnel shall also have unlimited access to Contractor's library of online training materials, including videos on specific topics. They shall be able to log into the website 24 hours a day, 365 days a year to review training guides, user manuals, quick tip cards and videos.

In addition to initial training, Contractor shall also provide follow-up training, which typically occurs online on mutually agreed upon dates and times. Several months after initial training, Contractor shall conduct a checkup to ensure all authorized County personnel understand Contractor's system and are able to use it effectively and efficiently. Contractor shall also provide refresher training at any time throughout the term of the contract.

Whenever Contractor upgrades or updates its hardware or software, Contractor shall distribute release notes, which shall explain the enhancement and provide instructions for using the new functionality. Depending on the type of upgrade or update, Contractor shall also provide training via live webinars, which shall also be recorded and stored online for viewing at a later date.

If the County needs to begin training personnel the same day, Contractor shall have an agreement with one of its Bay Area service providers, Leaders in Community Alternatives (LCA), who shall fulfill the request.

Contractor shall provide all training for all RF, GPS and CAM hardware and software at no additional cost.

DELIVERABLES/REPORTS

Contractor's system shall provide:

a. A printable Mapping Report that includes the time, speed, direction, latitude, longitude, number of satellites, and address of each GPS data point collected per client. Probation personnel will be able to zoom in and out, fast-forward, and rewind when viewing the report;

VeriTracks shall display the current and previous movements ("tracks") of one or more offenders on maps provided by Google Maps™, with each offender's tracks in a different color. The offender's most current GPS location point shall appear on the map as an "X." When the supervising officer clicks on any location point, a pop-up window shall display the location point's date and time, geo-code location (latitude/longitude), nearest address and Street View (where available); the offender's speed and open events; and the device's battery status. He or she shall be able to also play, rewind, and fast-forward the offender's tracks, zoom into and out of maps, and save and print maps for future reference.

With Contractor's exclusive Visits™ functionality, the supervising officer shall be able to view the areas where the offender stops for a designated length of time, not just the offender's location when he or she is in violation. The offender's Visits shall appear on the map as red bull's eyes. When the supervising officer clicks on a bull's eye, the map shall reveal all the location points within that Visit. VeriTracks shall display the Visits of one or more enrollees at the same time, with each offender's Visits in a different color. Contractor's Visits functionality shall streamline the display of the 1,440 location points the offender's BLUtag generates per day. The supervising officer shall be able to choose to display the enrollee's location points, visits or both.

b. A printable report for a single alert, with zone violation that includes a map, the youth's and/or Adult's zones and schedules, and comments associated with the alert whether open or closed;

Contractor shall provide a printable report for a zone violation, which includes a map, the offender's zones and zone schedules, event notification status (open, confirmed, closed) and any notes associated with the violation.

c. All reports and phone records between vendor and County's Probation Department, available on request, for a minimum of seven (7) years;

While logged into VeriTracks, the County shall have immediate secure access to all monitoring data, including reports, six (6) months old or less. Data older than six (6) months old shall be securely archived and stored in an online database. When County needs access to historical data, authorized County personnel shall contact Contractor's Solutions Center, which is available 24 hours a day, 365 days a year via email or toll-free telephone or fax. One of Contractor's Solutions Center Technicians shall provide access to the data.

Contractor shall archive all monitoring data, including reports, in a secure online database for at least seven (7) years after the end of the contract. After seven (7) years, Contractor shall contact County requesting instructions for the management of the data. Contractor shall not destroy any data unless it receives detailed written instructions from County or a court of law. The Solutions Center shall record all inbound and outbound calls and maintain the recordings for at least seven (7) years after the end of the contract.

While logged into SCRAMNET, County shall have immediate secure access to all data. AMS shall maintain all data for at least Seven (7) years after the end of the contract.

d. Customer Support tracking reports shall be given to Probation on a quarterly basis by the vendors Customer Support Center which includes the following:

- (1) Average time to answer inbound calls;
- (2) Percentage of abandoned calls; and
- (3) Average time on hold per call.

Contractor's Solutions Center shall maintain this data and provide it to the County on a quarterly basis in the format requested by the County, i.e., PDF, Excel, Word, etc.

e. Activity Summary Report: listing the client's daily activities;

The Enrollee Event Report in VeriTracks shall list all events for one (1) or more offenders during a specified date and time range.

f. Monitoring system capable of conducting crime correlation with offender locations;

VeriTracks shall also include Automated Crime Scene Correlation (ACSC), which allows authorized County and law enforcement personnel to compare crime and incident report data from local law enforcement agencies with the GPS location points of offenders in the County's monitoring program on an automated or manual basis. When ACSC finds an offender who was near a reported crime or incident, it shall generate a Crime Hit Report and rank the strength of the hit based on the offender's proximity and the length of time he or she was in the vicinity. VeriTracks shall email the report to the assigned supervising officer and any other designated recipients each morning. The County shall also be able to manually input the address of a reported crime or incident. VeriTracks shall immediately generate a list of offenders who were near the crime or incident, ranking the strength of the hit based on the same criteria as the automated version.

g. Agency System Utilization Report showing information on the equipment that the agency is using;

The Device Assignment Usage Report in VeriTracks shall list all equipment assigned to one (1) or more offenders in use during a specified date and time range.

The Current Inventory Report in SCRAMNET shall list all equipment currently assigned to one (1) or more offenders and in use.

h. Billing recommendations describing requirements to achieve maximization of inventory; Contractor's designated account manager shall work closely with County to ensure it maintains a sufficient on-site inventory for its weekly equipment needs. Part of Contractor's account manager's responsibility is to help County maximize its inventory.

i. Alert Summary Report showing any alerts for the client during a specific time;

The Enrollee Event Notification Report in VeriTracks shall list all events (i.e. violations) and event notifications (i.e. alarms) for an individual offender for a specified date and time range. It shall include the following fields: event type, notification date and time, notification type and notification recipient. The report can be sorted by type of event or notification.

The Compliance Summary by Agency Report in SCRAMNET shall list all confirmed violations for a specified date and time range. The report shall contain a Summary and Details section. The Details section shall be able to be grouped by agency and display the Date/Time, Alert Type, and Status for each alert.

j. Caseload at a Glance Report: Summary of caseload statistics;

The Caseload Summary Report in VeriTracks shall provide a summary of a supervising officer's caseload.

The Client Summary Report in SCRAMNET shall provide a summary of a supervising officer's caseload.

k. Caseload Profile Report: Lists including the client's name, case ID, phone number, start and estimated end date, and file equipment ID's for all active clients for an officer's caseload;

The Enrollee Profile Report in VeriTracks shall list the following information for all offenders in the supervising officer's caseload: personal information, contact information, category (misdemeanor/felony), offense, assigned equipment, enrollment start and end dates, schedule dates and times, assigned agency and assigned officer.

The Client Details Report in SCRAMNET shall display specific information for all offenders in the supervising officer's caseload. It shall be configurable using search filters.

l. Client Profile Report: Lists including the client's personal information, contact information, equipment type, risk status that allows room for an optional digital picture of the client as well as officer's comments. Users shall be able to run this report for one (1), several, or all active client(s) on a caseload;

The Enrollee Profile Report in VeriTracks shall list the following information for one (1) or more specified offenders: personal information, contact information, category (misdemeanor/felony), offense, assigned equipment, enrollment start and end dates, schedule dates and times, assigned agency and assigned officer. Contractor's report writers shall be able to modify the report to include the offender's digital photograph if one has been uploaded onto VeriTracks.

The Client Details Report in SCRAMNET shall display specific information for one or more offenders.

m. Daily Summary Report: GPS data points superimposed on a map and list of all alerts that occurred during the specified time period;

Every morning by 6:30 a.m. PST/PDT, VeriTracks shall automatically generate and email a Daily Summary Report to every supervising officer with an active caseload. The report shall provide an alphabetical list of all offenders in the supervising officer's caseload with each offender's events from the last 24 hours. The report shall include the following information on each offender: (1) Enrollee Summary, (2) Zone Violation Activity Summary and (3) Event Activity Summary.

The Enrollee Summary shall display the agency (i.e. organization), the assigned supervising officer, the offender and basic information about the offender.

The Zone Violation Activity Summary shall list the offender's zone violations. For each violation, the report shall identify the zone's name, type and size; the number of points in violation; and the violation's start and end dates and times.

The Event Activity Summary shall list all events not displayed in the previous section. For each event, the report shall identify the event's start and end dates and times and duration in minutes.

Every morning by 8 a.m. PST/PDT, SCRAMNET shall automatically generate and email a Daily Action Plan to every supervising officer with an active caseload. The report shall include a list of all events that occurred since the previous day's report.

n. Aerial Mapping Summary Reports: Client's location(s) superimposed on a satellite image during a specified period of time. The summary shall show active zones for the client and client's location(s) anywhere from one (1) hour time period to 24 hours.

While logged into VeriTracks, the supervising officer shall be able to quickly and easily save and print maps for future reference. The supervising officer shall specify the time period he or she wants to view from one (1) hour to 24 hours or more. The map shall be configured to display the offender's tracks and zones for the designated time period.

o. Mapping Playback Report: Moving dots to show where a client was during a specific period of time. The client's direction, speed, and equipment status displayed at each point. This report will be interactive and allow the County to customize the playback;

While logged into VeriTracks, the supervising officer shall be able to view the movements of one or more offenders at the same time. Mapping shall be provided by Google Maps™. There shall be five (5) types of map views: (1) map view, a standard roadmap with street and landmark labels (businesses, schools, etc.); (2) satellite view, an aerial photograph; (3) hybrid view, an aerial photograph with optional street and landmark labels; (4) terrain view, a standard topographic map; and (5) Street View, a 3-D street-level image. The supervising officer shall be able to select a specific date and time to view the GPS locations points of one (1) or more offenders. He or she shall also be able to play, rewind, fast-forward and/or stop the offender's tracks, zoom into and out of maps, and save and print maps for future reference.

With Visits™ functionality, the supervising officer shall be able to view the areas where the offender stops for a designated length of time, not just the offender's location when he or she is in violation. The offender's Visits shall appear on the map as red bull's eyes. When the supervising officer clicks on a bull's eye, the map shall reveal all the location points within that Visit. VeriTracks shall display the Visits of one or more enrollees at the same time, with each offender's Visits in a different color. Visits™ functionality shall streamline the display of the 1,440 location points the offender's BLUtag generates per day. The supervising officer shall be able to choose to display the enrollee's location points, visits or both.

p. Monthly Equipment Summary Report: Summary, by month, which includes the total number of units used by an agency, the number of new installs, the number of disconnects, and the number of active clients and all related charges;

The Device Assignment Usage Report in VeriTracks shall list all equipment assigned to one (1) or more offenders and in use during a specified date and time range. It should be able to be filtered and/or sorted by any field.

The Usage by Agency Report in SCRAMNET shall provide a summary of equipment assigned to one (1) or more offenders and in use during a specified date and time range. It should be able to be filtered and/or sorted by any field.

q. Zone by Zone Report: List of all client movement associated with entering and leaving zones during a specified time period, including both event and alerts; and

Contractor shall develop a Zone by Zone Report, which shall list all offender movements associated with entering and leaving zones during a specified time period, including all events and event notifications.

r. Demographics Report: Monthly lists including client's Ethnicity, Gender, Race and Group (Adult or Juvenile).

Contractor shall develop a Demographics Report, which lists all offenders with their ethnicity, gender, race and classification.

EXHIBIT A-5.1

GPS Unit Specifications, Frequencies and Services

BLUtag shall detect, record and report suspected GPS jamming and shielding events. Jamming occurs when an external source interferes with BLUtag's receipt of GPS signals, which an offender can do with an inexpensive, illegal GPS jamming device. Shielding occurs when a foreign substance blocks BLUtag's receipt of GPS signals, which an offender can do with common household items according to instructions easily found on the Internet. Contractor's proprietary technology shall continuously check for specific conditions over a designated length of time indicating GPS jamming or shielding.

Enhanced Secondary Location Technology (ESLT): BLUtag shall use GPS to monitor and track the offender's current location and previous movement. To minimize issues with GPS reception, BLUtag shall use a high-sensitivity 20-channel GPS receiver. If BLUtag is unable to receive GPS signals for a designated period of time, it shall activate ESLT, which shall draw on a variety of cellular network data to track the offender's movements.

Monitoring Modes: BLUtag shall function in active, passive and hybrid monitoring modes without the need for changing out equipment. In all monitoring modes, BLUtag shall receive and record one GPS location point every minute at all times.

Battery: BLUtag's rechargeable battery shall provide power for at least 48 hours on a single charge, while acquiring a GPS location point at least once every minute and reporting monitoring data at least once every 10 minutes. The battery shall have a life expectancy of at least two years of continuous use.

Low Battery Notification: When BLUtag's battery has approximately 10 hours of charge left, BLUtag shall report a low battery alert. It also shall vibrate once every 10 minutes until the offender recharges the battery or the device powers down due to battery depletion. In the event that the offender still does not recharge the battery, BLUtag shall report a critical battery alert to VeriTracks when the battery has approximately four hours of charge left and/or a dead battery alert when the battery has approximately 30 minutes of charge left.

Memory: BLUtag's built-in, non-volatile memory shall store up to 240 hours of data.

Tamper detection: BLUtag shall detect, record and report four types of tampering: a) GPS jamming, an external source interfering with the receipt of GPS signals; b) GPS shielding, a foreign substance blocking the receipt of GPS signals; c) case tampers, an attempt to crack or break open the case; and d) strap tampers, an attempt to cut or stretch the strap.

Robustness: BLUtag shall function reliably in normal to extreme environmental and atmospheric conditions, including significant variations in temperature (-10 to 140 degrees

Fahrenheit) and humidity (10 to 100 percent humidity). It shall be waterproof to a depth of 50 feet. BLUtag shall also resistant to corrosion, detergents, fire, shock, solvents and vibration.

Safety: BLUtag shall not pose a hazard to the offender or anyone who comes into contact with him or her. It also shall not unduly restrict the offender's movements. The offender shall still be able to take part in everyday activities, including exercising and showering.

Upgrades/Updates: Contractor shall enhance the functionality of its hardware and software on a regular basis and offer all enhancements at no additional cost as they become available.

Warranty: BLUtag shall come with a lifetime warranty and a no-questions-asked return policy. Contractor shall provide all maintenance and repair at no additional cost.

Optional Equipment: BLUbox, a GPS monitoring accessory for an offender who lives in an area with limited GPS reception but adequate cellular telephone reception; BLUhome, a home-based monitoring receiver unit for an offender who lives in an area with limited cellular telephone reception; and BLUscan, a mobile monitoring unit the supervising officer use to simultaneously shall detect up to 16 BLUtag devices in the field.

EXHIBIT A-5.2

RF Unit Specifications, Frequencies and Services

BLUband and BLUhome: BLUband is an inconspicuous radio frequency (RF) monitoring transceiver device and BLUhome is an RF home-based monitoring receiver unit. They shall supervise the offenders and confirm their presence at home.

Battery: BLUband's battery shall be factory sealed in an industrial-grade plastic case and only replaced by trained technicians in Contractor's manufacturing center. It shall power the device for at least 24 months.

Though BLUhome receives power from a standard electrical outlet, it shall also have a rechargeable backup battery in the event of an electrical service interruption. The life of the backup battery shall be 24 months.

Low Battery Notification: Approximately 30 days before BLUband ceases its normal operation due to battery depletion, it shall transmit a low battery alert to BLUhome, which shall distribute the notification to VeriTracks. Upon receipt, VeriTracks shall distribute the low battery notification to the assigned supervising officer and any other designated recipients according to their preferred schedule and method of receipt – email, fax or text message.

When BLUhome's battery is scheduled for replacement, the supervising officer shall simply retrieve the device, exchange it with a replacement from the County's inventory of spare equipment and return the original device to Contractor's manufacturing center.

Memory: BLUhome shall have a built-in, non-volatile memory that stores at least 72 hours of monitoring data in the event communication with VeriTracks is disrupted. When communication is restored, it shall immediately transmit all data in memory to VeriTracks. It shall also transmit an event notification with the disruption's start and end dates and times. BLUhome shall not lose any data even if it loses power.

Tamper detection: BLUband shall detect, record and report case tampers, an attempt to crack or break open the case and strap tampers, an attempt to cut or stretch the strap.

BLUhome shall detect, record and report unauthorized lid opening and movement.

Robustness: BLUband shall function reliably in normal to extreme environmental and atmospheric conditions, including significant variations in temperature (-10 to 140 degrees Fahrenheit) and humidity (10 to 100 percent humidity). It shall be waterproof to a depth of 50 feet. BLUband shall also resistant to corrosion, detergents, fire, shock, solvents and vibration.

BLUhome shall be weatherproof. It shall also be resistant to shock and vibration.

Safety: BLUband and BLUhome shall not pose a hazard to the offender or anyone who comes into contact with him or her. It also shall not unduly restrict the offender's movements. The offender shall still be able take part in everyday activities, including exercising and showering.

Upgrades/Updates: Contractor shall enhance the functionality of its hardware and software on a regular basis and offer all enhancements at no additional cost as they become available.

EXHIBIT A-5.3

Continuous Alcohol Monitoring Unit Specifications, Frequencies and Services

SCRAM Bracelet: The patented SCRAM ankle bracelet transmitter shall be attached to the offender with a durable and tamper-proof strap. It shall be worn 24/7 by the offender and shall capture transdermal alcohol readings by sampling the insensible perspiration collected from the air above the skin. The bracelet shall transmit data via a wireless radio frequency (RF) signal to the SCRAM base station. In addition, SCRAM shall have optional radio frequency (RF) (i.e. house arrest) capabilities, allowing it to monitoring presence or absence within the offender's home.

SCRAM Base Station: The SCRAM base station is the mechanism by which the data that is collected by the SCRAM bracelet gets transmitted to AMS for analysis and reporting. When the SCRAM bracelet is installed on the offender's ankle, the offender shall also receive the SCRAM base station, which shall plug into an analog telephone line, usually in the offender's home or place of work. At prescheduled time(s) each day, the SCRAM bracelet shall "communicate" with the base station, which shall retrieve all available data from the bracelet and send it to SCRAMNET. The base station shall also download monitoring and reporting schedules to the bracelet.

SCRAMNET Web-Based Software: When data is received from the base station, it shall be stored in SCRAMNET, the web based application shall be managed by AMS, where offender data is collected, analyzed, and maintained in a secure, central location. During the course of each day, SCRAMNET shall notify the supervising authority of any alcohol readings, tamper alerts, or equipment malfunctions so they can respond quickly to problem offenders. This central information hub shall not only house all offender data, but also allow courts and supervising agencies to access and manage their data from any web-based browser. In addition, SCRAMNET shall provide a wide range of "instant" reports.

EXHIBIT B

PAYMENT TERMS

1. County will pay Contractor upon successful completion and acceptance of the following services listed below, within thirty (30) days, upon receipt of invoice.

(30) days, upon receipt of invoice.

UNIT LEASE AND MONITORING									
Category Description	Estimated Usage per Day (a)	Unit of Measure	Year 1 Daily Cost for Unit and Monitoring per Probationer (b)	Extended Year 1 Cost for Unit and Monitoring Per Probationer (c) c = (a * b) * 365	Year 2 Daily Cost for Unit and Monitoring per Probationer (d)	Extended Year 2 Cost for Unit and Monitoring Per Probationer (e) e = (a * d) * 365	Year 3 Daily Cost for Unit and Monitoring per Probationer (f)	Extended Year 3 Cost for Unit and Monitoring Per Probationer (g) g=(a*f)*365	3 Year Total Cost For Unit and Monitoring (h) h = c + e + g
GPS ^{*1} Unit & Active Monitoring	200	Each*	\$3.10	\$226,300.00	\$3.10	\$226,300.00	\$3.10	\$226,300.00	\$678,900.00
GPS ^{*1} Unit & Passive Monitoring	5	Each*	\$3.10	\$5,657.50	\$3.10	\$5,657.50	\$3.10	\$5,657.50	\$16,972.50
GPS ^{*1} Unit & Hybrid Monitoring	20	Each*	\$3.10	\$22,630.00	\$3.10	\$22,630.00	\$3.10	\$22,630.00	\$67,890.00
RF ^{*2} Unit & Landline Monitoring	100	Each*	\$1.00	\$36,500.00	\$1.50	\$54,750.00	\$1.50	\$54,750.00	\$146,000.00
RF ^{*2} Unit & Cellular Monitoring	100	Each*	\$1.00	\$36,500.00	\$2.50	\$91,250.00	\$2.50	\$91,250.00	\$219,000.00
CAM ^{*3} Unit & Monitoring	50	Each*	\$6.50	\$118,625.00	\$8.00	\$146,000.00	\$8.00	\$146,000.00	\$410,625.00
Three (3) Year Total								\$1,539,387.50	

For all categories, Contractor will supply an additional 10% (based on number of units in use) inactive shelf units at no additional cost. For all categories, Contractor will include a lost or damaged unit allowance of 10% (based on number of units in use).

* One (1) complete unit per probationer, per day including all accessories (latches, straps, batteries, replacement parts, etc.)

*¹ See Exhibit A-5.1 GPS Unit Specifications, Frequencies and Services for additional information.

*² See Exhibit A-5.2 RF Unit Specifications, Frequencies and Services for additional information.

*³ See Exhibit A-5.3 Continuous Alcohol Monitoring Unit Specifications, Frequencies and Services for additional information.

2. Invoices will be approved by the County, Probation Department.
3. Total payment under the terms of this Agreement will not exceed the total amount of \$1,539,388. This cost includes all taxes and all other charges.
4. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.

EXHIBIT B-1

ADDITIONAL PROVISIONS

INACTIVE/LOST OR DAMAGED UNITS									
Life-Cycle Support Cost	Year 1 Total Cost Per Unit			Year 2 Total Cost Per Unit			Year 3 Total Cost Per Unit		
	GPS	RF	CAM	GPS	RF	CAM	GPS	RF	CAM
Charge for lost or damaged units above percentage allowed	\$750.00	\$500.00	\$1,750.00	\$750.00	\$500.00	\$1,750.00	\$750.00	\$500.00	\$1,750.00

Extended Year Costs for each category quoted will be discounted at the following rate:

GPS	Number of Units/Percentage Discount	250 - 300/ 0 %	301 - 350/ 0 %	351 - 400/ 0 %	401+/ 5 %
RF	Number of Units/Percentage Discount	101 - 150/ 0 %	151 - 200/ 0 %	201 - 250/ 0 %	251+/ 0 %
CAM	Number of Units/Percentage Discount	51 - 75/ 0 %	76 - 100/ 0 %	101 - 125/ 0 %	126+/ 0 %

Other Equipment/Services				
Monitoring Center Services (Specified calling on up to three types of alerts)	Unit of Measure		Year 1 Cost per Unit	
	Per device per day		\$0.75	
			Year 2 Cost per Unit	
			\$0.75	
			Year 3 Cost per Unit	
			\$0.75	

Contractor agrees that the price(s) quoted are the maximum including freight and or all other charges they will charge during the term of any contract awarded.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	<u>Endorsements and Conditions:</u> <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one (1) of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> Department/Agency issuing the contract With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607) 	

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Satellite Tracking of People LLC
PRINCIPAL: Greg Utterback TITLE: Chief Development Officer
SIGNATURE: [Signature] DATE: 5/28/2013

EXHIBIT E

COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who "engages in investment activities in Iran" is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

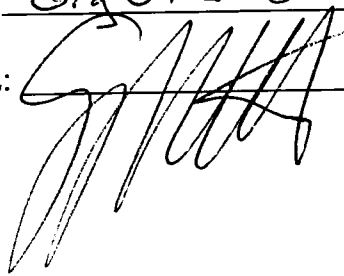
NAME: Satellite Tracking of People LLC

PRINCIPAL: Grg Utterback

TITLE: Chief Penetration Officer

SIGNATURE: _____

DATE: 5/28/2013



FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("First Amendment") is made by the County of Alameda ("County") and Satellite Tracking of People LLC, ("Contractor") with respect to that certain agreement entered by them on June 20, 2013 (referred to herein as the "Contract") pursuant to which Contractor provides electronic monitoring and surveillance of offenders services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this First Amendment, the terms and provisions of this Amendment will be effective as of the date this First Amendment is executed by the County ("Effective Date").
3. The term of the Agreement is currently scheduled to expire on June 30, 2016. As of the Effective Date, the term of the Agreement is extended through June 30, 2017.
4. In consideration for Contractor's additional services, the County shall pay Contractor in an additional amount not to exceed Five Hundred Forty-Six Thousand Five Hundred Eighty-Eight dollars (\$546,588). As a result of these additional services the not to exceed amount has increased from One Million Five Hundred Thirty-Nine Thousand Three Hundred Eighty-Eight dollars (\$1,539,388) to Two Million Eighty-Five Thousand Nine Hundred Seventy-Six dollars (\$2,085,976) over the term of the Agreement and any amendments.

5. Item 20 of the Standard Services Agreement has been amended as follows:

TERMINATION: The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its electronic monitoring and surveillance of offenders services shall not exceed \$2,085,976 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

6. DEBARMENT AND SUSPENSION CERTIFICATION:

- a. By signing this First Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from

participation in such transaction.

7. Except as expressly modified by this First Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

SATELLITE TRACKING OF
PEOPLE LLC

By:  _____
Signature

Name: John Glann
(Printed)

Title: Purchasing Agent

Date: 7/21/16

By:  _____
Signature

Name: Greg Otterback
(Printed)

Title: Chief Development Officer

Date: June 6, 2016

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Satellite Tracking of People LLC

PRINCIPAL: Greg Utterback TITLE: Chief Development Officer

SIGNATURE:  DATE: June 6, 2016

EXHIBIT E
COUNTY OF ALAMEDA

RFP No. 901056
for
Electronic Monitoring and Surveillance of Offenders

THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who "engages in investment activities in Iran" is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: Satellite Tracking of People LLC

PRINCIPAL: Gary Utterback TITLE: Chief Development Officer

SIGNATURE: [Signature] DATE: June 6, 2016

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement ("Second Amendment") is made by the County of Alameda ("County") and Satellite Tracking of People LLC, ("Contractor") with respect to that certain agreement entered by them on June 20, 2013 and that certain First Amendment to Contract, (collectively referred to herein as the "Contract") pursuant to which Contractor provides electronic monitoring and surveillance of offenders services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this Second Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this Second Amendment is executed by the County ("Effective Date").
3. The term of the Agreement is currently scheduled to expire on June 30, 2017. As of the Effective Date, the term of the Agreement is extended through June 30, 2018.
4. In consideration for Contractor's additional services, the County shall pay Contractor in an additional amount not to exceed Two Hundred Seventy Three Thousand Two Hundred Ninety Four dollars (\$273,294). As a result of these additional services the not to exceed amount has increased from Two Million Eighty Five Thousand Nine Hundred Seventy Six dollars (\$2,085,976) to Two Million Three Hundred Fifty Nine Two Hundred Seventy dollars (\$2,359,270) over the term of the Agreement and any amendments.

5. Item 20 of the Standard Services Agreement has been amended as follows:

TERMINATION: The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its electronic monitoring and surveillance of offenders services shall not exceed \$2,359,270 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

6. DEBARMENT AND SUSPENSION CERTIFICATION:

- a. By signing this Second Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred,

suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

7. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

SATELLITE TRACKING OF
PEOPLE, LLC

By: _____
Signature

Name: John Glann
(Printed)

Title: Purchasing Agent

Date: _____

By: 
Signature

Name: Greg Utterback
(Printed)

Title: Chief Development Officer

Date: April 19, 2012

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Satellite Tracking of People LLC
PRINCIPAL: GREG UTERBACK TITLE: Chief Development Officer
SIGNATURE: [Signature] DATE: April 19, 2017

EXHIBIT E
COUNTY OF ALAMEDA

RFP No. 901056
for
Electronic Monitoring and Surveillance of Offenders

THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who "engages in investment activities in Iran" is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: Satellite Tracking of People LLC

PRINCIPAL: Greg Uttelback TITLE: Chief Development Officer

SIGNATURE: [Signature] DATE: April 19, 2010