TENDER SPECIFICATION

ELECTRONIC MONITORING SYSTEM
OFFENDER SUPERVISION

Corrections and Community Services
Department of Justice

Province of Newfoundland and Labrador
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1.0 DEFINITIONS

In this Tender, unless the context otherwise requires,

- “Acceptance Testing” means the tests the Authority will conduct on the Goods to determine whether the Goods perform according to the Manufacturer’s published specifications, industry standards, this Tender, and the Response.

- “Authority” means Her Majesty the Queen in Right of Newfoundland and Labrador, as represented by the Department of Justice through the Government Purchasing Agency.

- “Authorized Dealer” means a Bidder authorized by a Manufacturer or Canadian Distributor to act on its behalf in Newfoundland and Labrador for the Goods.

- “Bidder” means an organization responding to this Tender with a Response.

- “Business Day” working days Monday to Friday, excluding holidays observed by the Government of Newfoundland and Labrador.

- “Business Hours” means 8:30 a.m. to 4:30 p.m., Newfoundland Standard Time on Business Days.

- “Canadian Distributor” means a Bidder authorized by a Manufacturer to act on its behalf in Newfoundland and Labrador for the Goods.

- “Computation of Time” time frames as stated in this document are inclusive of the day of occurrence of an event.

- “Contractor” the successful Bidder in accordance with the awarded tender.

- “Electronic Monitoring System” or “System” means all the hardware and software to be leased to monitor offenders in their home 24 hours per day.

- “Goods” means the items referred to in the Response including the items to be produced and/or any items/services to be delivered.

- “Hardware” means the physical components that comprise the system.

- “Her Majesty” means Her Majesty the Queen in Right of Newfoundland and Labrador.

- “Lease” means lease without obligation to purchase.

- “Manufacturer” means the organization responsible for manufacturing the Goods.

- “Newfoundland Time” means Newfoundland Standard Time or Newfoundland Daylight Time as provided for the Standard Time Act of Newfoundland and Labrador (RSNL 1990 CHS-23).
• “Operable State” means the Bidder’s offer to supply the Goods as set forth in this tender.

• “Software” means the operating system, programs, procedures, rules and any associated documentation pertaining to the operation of the electronic monitoring system.

• “Tender Documents” means the Tender Specifications, its related terms and conditions, Government Purchasing Agency Standard Terms and Conditions, and all addenda.

• “Validation Testing” means the tests the Authority may conduct on the Goods to validate compliance with the requirements as stated in the Tender.

• “Warranty Period” means after successful completion of Acceptance testing, the greater of the warranty stated in the Tender response or the standard Manufacturer’s, Canadian Distributor’s or Authorized Dealer’s warrant, including any warrant extensions.

2.0 INTENT OF THE TENDER

The Government Purchasing Agency, on behalf of the Department of Justice, Corrections and Community Services, is requesting tender submissions to provide an Electronic Monitoring System and equipment through a leasing arrangement which will enable the monitoring of offenders 24 hours per day for the specific purpose of curfew monitoring.

The intent of the Tender is to lease an Electronic Monitoring System including all necessary hardware, software, documentation, installation support, training, maintenance and support, and other services itemized in this Tender.

The Authority is not interested in receiving or reviewing tender submissions specific to any Global Positioning Satellite Tracking System which may be available.

The Bidder shall be able to deliver the equipment and have the complete Electronic Monitoring System operational by December 31, 2008.

Three (3) copies of the Tender Response are required and shall be received at the location identified by 4:00 p.m., Newfoundland Standard Time on the specified closing date. The Tender response shall be signed by an authorized officer of the company.

Before submitting a Tender Response, bidders shall carefully examine the tender documents and all mandatory criteria and shall fully inform themselves of all existing conditions and limitations pertaining to this Tender. No subsequent allowance under the Tender Documents will be considered for any Bidder failing to become familiar with all aspects of the Tender. The Authority shall not be liable for and shall not defray any expenses incurred by the bidders in the preparation and submission of their Tenders.
THE AUTHORITY RESERVES TO ITSELF THE UNFETTERED RIGHT TO REJECT ANY OR ALL RESPONSES RECEIVED IN RESPONSE TO THIS CALL FOR TENDERS AND IS NOT BOUND TO ACCEPT THE LOWEST OR ANY TENDER. THE AUTHORITY MAY ELECT TO CANCEL THIS TENDER AT ANY TIME WITH OR WITHOUT CAUSE AND NO LIABILITY SHALL ACCRUE TO THE AUTHORITY AS A RESULT OF ITS EXERCISE OF ITS DISCRETION IN THIS REGARD.

Every interpretation of, or addition to, the Tender Documents to be considered a valid part of the Tender Documents will be issued by Government Purchasing Agency in the form of a written addendum.

Unacceptable Tenders. In this Call for Tenders: (1) Tenders not submitted on the Tender Form provided will not be considered; (2) Telegraphic, telex, e-mail or facsimile tenders will not be accepted; (3) Tenders received after the closing time will not be considered; (4) Incomplete Tenders will be rejected; (6) Incorrectly prepared Tenders may be rejected where, in the sole and unfettered discretion of the Purchaser, the defect is material.

Amendment to or Withdrawal of Tender. Properly documented amendments by the Bidder to the Tender will be permitted up to the Tender Closing Time. Amendments documented by telegram, telex, e-mail or facsimile if received prior to the time fixed for the closing of Tenders. No amendments shall be accepted after the time and dates fixed for closing.

3.0 TENDER EVALUATION

All requirements of the Tender are considered mandatory as specified. Responses that do not clearly demonstrate compliance with these requirements shall be removed from further consideration.

Responses that meet all the mandatory requirements shall be evaluated based on the anticipated costs to the Authority.

4.0 PROJECT BACKGROUND AND OVERVIEW

The Community Corrections Branch operates fourteen (14) regional offices in the Province of Newfoundland and Labrador. The Branch is mainly responsible for the community supervision of offenders under Probation Orders, Conditional Sentence Orders and offenders released from adult correctional facilities through a Temporary Absence Permit. Selected offenders subject to a curfew are electronically monitored. Services are performed by Regional Probation Officers and Assistant Probation Officers in rural communities.

Community Corrections staff from each of the fourteen regional offices will be responsible for installing the necessary offender and field equipment, including activation and responding to violations. Correctional staff at the St. John’s Probation Office will be on call 24 hours per day and will be alerted to violations through remote messaging. Response to violations will be handled in cooperation with the police.
5.0 SCHEDULE OF EVENTS

The following is a schedule of events for the Tender:

Tender Issue Date           October 28, 2008
Tender Close Date           November 12, 2008
Tender Open Date           November 13, 2008
Delivery of Validation Equipment   November 21, 2008
Delivery Installation & Training   December 15, 2008
Roll Out                    December 31, 2008

The above dates for Tender Award, are provided for information purposes only and are subject to change at the sole discretion of the Authority.

6.0 ELECTRONIC MONITORING SYSTEM AND EQUIPMENT
6.1 Electronic Monitoring System – Business Requirement

The Authority wishes to acquire, by way of lease, with no intent or option to purchase, for a period of two (2) years, with a renewal option for one (1) additional one year periods, a system capable of monitoring offenders in the community to ensure compliance with a curfew imposed by the Court or Temporary Absence Permit. The system needs to be reliable and comprised of user friendly and easy to install components. Quotes shall be for a two (2) year term with an option to renew for one (1) year up to a total of three (3) years, without an increase to cost structures. Price shall be based on an initial capacity of 40 offenders and incremental additions in multiples of five, up to 100 offenders. Costs associated with the provision of additional units, (receivers and transmitters), in groups of five (5) shall be provided. Any inventory surplus to the Authority may be returnable in groups of two (2) with subsequent invoicing to reflect the reduction in units billed to the Authority.

Systems that are based on the public internet will not be considered unless approved by the Authority. In Systems requiring long distance telephone communication lines the bidder will be responsible for all cost to establish and maintain the system toll free to users.

In systems using satellite or cellular based communications all time, calling, connection, activation and service fees are to be paid by the Bidder/Contractor.

In order to meet the requirements of the Electronic Monitoring Program the System shall:

- Be capable of continuously monitoring offender curfews up to 24 hours per day, 7 days per week.
• Report curfew violations to supervising staff immediately, using an alpha-numerical messaging system; given that the Authority will not have 24 hour staff coverage located at the St. John’s Probation Office.
• Prepare printable violations reports detailing system wide and individual subjects compliance an non-compliance as per the schedule of reports.
• When operating via the public telephone system be compatible with existing standard analog telephone systems without unintended interference with telephone use.
• If not utilizing the public telephone system, or using the phone system integrated with other communications systems, be operational in all geographic regions and households with Newfoundland and Labrador.
• Register any tampering of equipment.
• Be simple to learn, operate, install and use.
• Prepare printable system-wide reports as per attached Schedule “A”.
• Be compatible with Department of Justice existing network, hardware, software and peripheral devices.
• Meet or exceed information and data security requirements as specified by the authority and Office of the Chief Information Officer (OCIO).

6.2 System Requirements

The Electronic Monitoring System shall be based on a continuous signaling (or active) system consisting of a radio frequency Transmitter, affixed to a client’s ankle or wrist. The Transmitter shall regularly emit an encoded signal to a Receiver located in the client’s home. The Receiver shall detect all signals emitted by the Transmitter and communicate with the system.

6.3 Operational

The Transmitter once attached to the Client, shall communicate with the Receiver and any activating device that may be needed. The Transmitter shall regularly emit an encoded signal to the Receiver.

The Receiver shall monitor the presence of the Transmitter during the curfew period at the place of curfew and communicate with the system via a communications network.

The System shall be capable of alerting agency workers of all unauthorized absences, late arrivals, and early departures by offenders, equipment tampering, equipment malfunctions and monitoring interruptions due to loss of carrier services, including power failure via an alpha numeric messaging service. The system will record and provide the actual time of any occurrence and the time of the receipt of any status change.

The System shall maintain relevant data and information concerning each offender under monitoring, including, but not limited to, the name, address, demographic profile and personal information of monitored offenders, a minimum of 6 curfew details and schedules per day per offender.

The System shall provide for remote diagnostic, troubleshooting and support by the Bidder.
The System shall allow for remote access and use of the monitoring system by authorized users.

The System shall be capable of handling peak load processing of up to 100 simultaneous users at any one time.

The System shall be able to verify the presence of particular Receiver, at a particular location, and to distinguish multiple Transmitters in locations where more than 1 offender is being monitored.

The System shall allow offenders, being monitored, a preset, variable range from the home monitoring unit location, up to 150 feet.

The System shall be capable of running reports, printing and performing other functions without impacting the monitoring operations. (Refer to Appendix “A”)

The System shall accept different time zones and automatically update changes due to standard and daylight savings times.

**Technical Specifications**

The electronic monitoring system envisioned in this tender is one that encompasses a client-side application running on a personal desktop computer communicating to a centralized database running on a server. The server would be the centralized point for communications from the end users within the Department of Justice (Probation Officers), as well as the receiver of information being transmitted from the electronic devices located in the field. It will be located at St. John’s, NL. A second server will be implemented at St. John’s and be ready for immediate fail-over in the instance of failure of the first server. Both servers will be within government facilities as determined by the Authority.

The system will be networked within the Authority’s Wide Area Network, subject to security and vulnerability requirements, and will consist of one primary server and a back up server located at a separate site. There will be workstations and other peripheral devices provided by the Authority running the client side application which the Bidder/Contractor will be required to set up and make operational. Workstations will meet the standards described under Technical Specifications.

**Servers - 2**

The Servers should have the following specifications:

- Gartner Rated Brand Name
- Rack Mountable not exceeding 2u rack spacing
- 2 X Intel based Xeon Dual Core or Quad Core Processors
- 2 GB of RAM PC2 5300 DDR2 CL4 or greater
- Hot Swappable SAS Hard Drives (3 minimum which includes a Hot Spare)
- Battery Cached SAS RAID Controller capable of RAID 1, 5 + Hot Spare
- Redundant Power Supplies
- Dual 10/100/1000 MB Network Card for Fault tolerant support
- Keyboard and Mouse
- 17” LCD Monitor
- UPS capable of providing 1 hour of uninterrupted backup power and subsequently properly powering down the Server.
- Windows 2003 Server operating system with enough Windows CALs to support 15 concurrent connections
- On site warranty, service and/or replacement for the duration of the lease period

Workstations

Provided by the Agency will generally meet the following specifications which are being provided for information purposes.

- Pentium 640 – 3.2GHz
- Intel 915 Chipset or greater
- 800MHz FSB with Hyper-Threading
- 1GB DDR2, 533MHz (upgradable to 4GB)
- Windows XP Professional with latest service pack
- 1 Parallel, 1 Serial, 6USB Ports 2.0, 2PS/2 6-Pin mini DIN
- SATA-150 80GB 7200 RPM Hard Drive
- Internal 3.5: Floppy drive,
- 1PCI Express x 165, 1 PCI Express x 1, 2PCI (one free PCI Slot)
- Support Plug and Play
- DVD +/-RW 16X Dual Layer drive w/OEM DVD Writer software
- AC ‘97 complaint sound card
- 64MB PCI Express x 16 DVI Card – Integrated is acceptable provided it is capable of being disabled in the BIOS or on the Motherboard.
- 10/100/1000 auto-negotiate Ethemat network adapter – Integrated
- Standard USB Keyboard and USB Optional Scroll Mouse
- 300W CSA approved power supply
- Monitor 19” L.C.D.
- Desktop printer capable of handling reports as specified in the schedule.

Security and Maintenance

All components of the proposed system (software/hardware) shall adhere to the strictest of security to minimize any potential compromise to the system (e.g. hacking) of the network that compromises the Government of Newfoundland and Labrador. Any proposed system may be subject to a Threat Risk Assessment (TRA) to ensure compliance with all current security and hardening requirements. Acceptance of the proposed system will be subject to acceptance of the assessment and/or compliance with the requirements of the TRA to mitigate any risks found to the System.
The Bidder must supply the security methodology used in the development and deployment of the application. The Bidder must supply a security architecture diagram of the components of the system and how they interact with each other. Security would cover items such as authentication, encryption, server & application hardening, auditing & logging capabilities, among others.

Subsequent patches/fixes (i.e. maintenance) of the System will be the responsibility of the Bidder. All patches/fixes or other changes applied to the System in an effort to increase security are to be communicated to the Department of Justice, or other designated person within 24 hours of implementation.

The Bidder shall establish local approved maintenance arrangements and qualified service agent for supplied hardware and computers.

Access to the System for maintenance purposes will be administered via the Provincial Government’s Virtual Private Network (VPN) , subject to approval of the Agency’s Chief Information Officer .

A monitoring system shall be instituted that provides alerting in the instance of failure to the primary and/or secondary servers. This shall allow for 24 hour signaling to an individual, or location via an alphanumeric messaging system.

Full back-ups of the database will be maintained on a daily basis to allow for a smooth transition to the secondary server in the instance of failure to the primary. Back-ups will be maintained in an acceptable manner by the authority and returned upon termination of any contractual arrangement.

Security auditing shall be enabled on the servers and all logs kept for a minimum of one (1) year.

**Redundancy**

The Electronic Monitoring System is required 24 hours per day, seven days per week, and 365 days per year. In an effort to minimize downtime, a second server will be implemented at an alternate location from the primary server. This server shall be maintained in the same manner as the primary server (e.g. patches/fixes, upgrades applied) and subject to the same terms/conditions for maintenance as the primary. **The system must provide immediate fail-over to the secondary server with minimal manual intervention, in the instance of failure to the primary (e.g. totally mirrored systems).**

Failures of the System hardware and/or software are to be corrected within 48 hours.

**SOFTWARE**

The Bidder shall supply and licence all software and third party software necessary to operate the system.

The Bidder shall install software and third party software necessary to operate the system on both servers.
The Bidder shall supply initial software, software upgrades and updates that are compatible with, and operate satisfactorily, on the servers supplied by the Bidder, any workstations supplied by the Province and the Government’s Wide Area Network.

The Bidder's Response shall include software upgrades, updates, bug fixes, new versions, and any other attributes considered by the Manufacturer to be standard for the duration of the lease agreement from the date of installation. The Bidder, at no additional cost to the Authority, will provide updates of the software as they become available.

The Bidder shall provide the Authority with the necessary software and expertise to provide all field workstations with access to the Electronic Monitoring System if required. The Authority will provide assistance to the Bidder with the installation of software on field workstations outside the St John’s area if required. The Bidder shall provide staff of the Agency with the necessary training to assist in the installation of workstation software. All other aspects of the setup, maintenance and ongoing support of the Electronic Monitoring System shall be completed by the Bidder.

The software shall be capable of customization to meet Provincial standards and client needs.

6.4 Curfew Monitoring System and Components

The Electronic Monitoring System shall comprise of a radio frequency based transmitter and receiver with other accessory and diagnostic tools and devices needed for operation.

6.5 Receiver

The Receiver unit shall be capable of being easily attached to offender’s telephone, and shall be compatible with Newfoundland and Labrador telecommunications systems regulations and equipment. It shall be capable of communications with the computer system over standard analog telephone lines, or other approved method, without unintended interference.

6.5.1 The Receiver unit shall be able to detect the following events and immediately communicate them, with the time of occurrence, via the computer system:

- Arrival of Transmitter within range of the unit.
- Departure of Transmitter out of range of the unit.
- Damage to the Transmitter.
- Any tampering with the components and or attachments.
- Distinguish different transmitter at the same location.
- Disconnection and restoration of telephone service (disconnection shall be communicated as soon as service is restored).
- Disconnection and restoration of power.
- Be able to process messages received simultaneously (or sequentially provided that all signals are received within one minute) from multiple receivers including receivers on different curfews at the same place of monitoring.
- Be time-synchronized with server and acknowledge time zone variations.
6.5.2 The unit shall automatically communicate with the computer system at pre-set intervals, at a minimum of once every six hours, to report that the unit is connected and functioning properly.

6.5.3 The unit shall signal the participant when the system wants to use the telephone line. It will feature a progressive phone line annoyance feature to encourage callers to relinquish the telephone line and not otherwise create any none system interference with telephone service.

6.5.4 The message buffer of the unit shall be able to save messages in the event of a loss of communications with the computer system, for transmission when communications are restored.

6.5.5 The unit shall have an internal battery back-up capable of providing continuous operating power for a minimum of twelve hours in the event of an AC power loss in the offender’s home. The unit will emit a low battery alert signal through the system.

6.5.6 The unit shall be able to notify the computer system of any failure of the AC power source.

6.5.7 The unit shall be equipped with a display showing the client identifier number together with any tamper status.

6.5.8 The unit shall not pose a health, or safety, or environmental hazard to the participant or other family members and shall function reliably under normal household environment and atmospheric conditions.

6.5.9 The unit shall not cause unnecessary discomfort or inconvenience. It shall be unobtrusive in a domestic environment.

6.5.10 The unit shall be able to be installed in the full range of accommodation throughout the Province of Newfoundland and Labrador without modification to the fabric of any building and without inconvenience to the residents.

6.5.11 Each component set shall be supplied with a durable carrying case with protective liner to support the safe transportation of the receiver and applicable power and telecommunication cords and accessory equipment.

6.5.12 Each unit shall be clearly identified by a unique non-removable identification number.

6.5.13 Each unit shall be supplied with applicable power and telecommunications cords.

6.6 Personal Identifier Unit/Transmitter

6.6.1 The unit shall attach around the ankle or wrist of the client and shall be light in weight. It shall be easily installed with minimal training and experience.
6.6.2 The strap and/or circuitry within the unit shall enable it to notify the Receiver of any tamper attempt or removal from the clients ankle. Immediate notification shall be sent when the tamper occurs within range of the Receiver. If a tamper occurs while the offender is outside the range of the Receiver, a tamper signal, including the time of tamper, shall be sent as soon as the client again enters the range of the receiver. Any required re-set of the equipment after a tamper attempt or removal shall be restricted to authorized personnel.

6.6.3 Each Transmitter/Receiver set shall be so matched as to prevent two different clients from being able to make the same receiver send in a signal.

6.6.4 The Transmitter shall be programmable by field personnel to match any Receiver in the field.

6.6.5 The case of the Transmitter shall be sealed and shall be shock resistant and water proof.

6.6.6 The strap attaching the unit to the offender shall be adequate to fit most individuals and shall be easily replaced, when required, by field personnel.

6.6.7 The strap, required fasteners and any other security components of the system shall not be available to the general public.

6.6.8 The batteries powering the unit shall be easily replaced in the field; they shall have an active life of 12 months. The Transmitter shall notify a low power alert to the receiver at least thirty (30) days prior to the battery expiry.

6.6.9 The unit shall operate at temperatures experienced in a typical client environment.

6.6.10 The unit shall not cause unnecessary discomfort or inconvenience to the wearer.

6.6.11 The unit shall be unobtrusive and robust.

6.6.12 The unit, including its attaching strap, shall be easy to clean.

6.6.13 The Bidder shall supply any equipment that may be necessary to activate the Transmitter. The equipment shall be portable, durable, simple to use in the field and during application of the Transmitter.

6.7 TOOL KITS

6.7.1 Tool kits shall be provided and contain sufficient equipment to install, activate and remove Transmitters in the field.

6.7.2 Each Tool Kit carrying case will be made of durable material and include a liner to support the safe transportation of a equipment necessary to install and activate the Receiver and Transmitter.
6.8 EQUIPMENT/CONSUMABLES

6.8.1 The Bidder shall supply the following (exclusive of hardware and software):

- 40 Receiver/Transmitter sets, with carrying cases, as described in of this tender.
- 14 Tool Kits as described in 6.7

6.8.2 Over Supply of Equipment - The Bidder shall provide to the Authority, at no additional cost and in consideration of potential delivery delays, an inventory of Receivers, Transmitters in quantities acceptable to both parties, but not less than 20% of the initial supply. The Authority warrant said equipment will only be utilized as replacement for non-functioning equipment and not for monitoring additional Clients. If additional equipment is required, the Bidder will ensure delivery within fourteen (14) days.

6.8.3 The Bidder shall clearly indicate any consumables, i.e. straps, batteries, hardware, etc. required for routine operations by indicating both unit and extended price. If extension price is incorrect, unit price will govern.

7.0 BIDDER’S ROLES, RESPONSIBILITIES AND WARRANTIES

The Bidder’s roles, responsibilities, and warranties shall include but not be limited to the following:

7.1 Title

The Bidder warrants:

- It has the right to offer the Goods;
- The Goods do not violate or infringe upon any patent, copyright, trade secret, industrial design or any other proprietary, contractual or intellectual property right of any other party; and,
- All equipment is in compliance with CSA, the Radio Communications Act (R.S., 1985, C.R.-2, S.1;1989, C.17, S.2) and other regulatory requirements necessary to be approved and suitable for use in Canada.

If the above is breached, the Bidder shall, at its own expense, obtain for the Authority the right to use the Goods, or shall replace, or modify them so that they are no longer in such violation and continue to meet the mandatory requirements of the Authority.

The Bidder shall defend, at its own expense, any action brought against the Government by third parties to the extent that it is based on a claim that the hardware/software supplied by the Bidder under the acquisition contract infringes a patent, industrial design, or any other similar right, and the Bidder shall pay any costs and damages finally awarded against the Government in any such action, where they are attributable to any such claim, but such defense and payments are conditional on the following:

- The Bidder shall be notified promptly in writing by the Government of any notice of such claim received by the Government.
That the Bidder shall have the sole control for the defense of any action or such claims, and all negotiations for its settlement or compromise.

Should the equipment become, or in the Bidder’s opinion be likely to become, the subject of a claim of infringement of patent, industrial design, or any similar right the Bidder may, at its option and sole expense, either procure for the Government the right to continue to use the hardware/software, or replace or modify the same so that the hardware/software or its use becomes non-infringing. Any modified equipment shall still meet the specifications for the hardware/software as defined in this tender, or the acquisition contract. In the event the Bidder is unable to procure any of the above options, the contract shall be terminated and the Bidder shall, at no expense to the Government restore the parties to the position they occupied prior to this contract.

7.2 Delivery of Goods

The Goods shall be delivered as follows:

- on or before December 15, 2008;
- with the same components as the Goods in the Tender Response;
- functioning and performing in accordance with the Tender Response;
- as received from the Manufacturer in the Manufacturer's original packaging; and,
- where the Contractor is the Original Equipment Manufacturer, sealed so as to ensure against loss or tampering in transit.

If complete delivery of the Goods is not made within the time period stated above, the Authority may cancel the Tender.

If the Authority determines the Goods are not delivered, or performing according to the above, the Bidder shall at the Bidder’s expense, make the necessary adjustments, repairs or replacements within a reasonable amount of time, in the opinion of the Authority. This obligation shall not apply to any Goods that have been modified, adjusted, repaired or maintained by anyone not authorized to do so by the Bidder or the Manufacturer.

7.3 Validation Testing

The Bidder shall provide sufficient Goods identical to the proposed Goods to enable the Authority to validate compliance with the requirements stated in this Tender. The Bidder shall provide the Goods to the Authority for a minimum of five (5) Business Days for Validation Testing at no cost to the Authority, within fifteen (15) Business Days of a request to do so. The Bidder shall pay freight and insurance charges, to and from the Authority’s site, and insure the Goods while located at the Authority’s site during the Validation Testing. During Validation Testing the Bidder shall be responsible for providing service/repairs to the Goods. Failure to provide the Goods for Validation Testing as specified, or failure of the Goods to be in an Operable State during Validation Testing, may result in rejection of the Quotation.

Upon request, the Bidder shall setup/install the Goods for Validation Testing at the Authority’s site at St. John’s, Newfoundland and Labrador.
In event that short time or other constraints preclude setting up Validation Testing at St. John’s, the Bidder may arrange an alternate site and arrange the Authorities representative’s attendance.

7.4 Installation Services and Training

The Bidder shall install the equipment and provide training at the St. John’s locations. The Contractor, will provide ongoing telephone support to the Authority and its designated agents at over time.

The Bidder shall provide detailed information outlining the implementation, support, and training for the proposed Electronic Monitoring System. This information shall include: overview of proposed training, time-frame, list of training documentation available, resumes detailing related trainer experience and any associated costs.

A minimum of three (3) days initial training will be provided to staff in St. John’s. The Bidder will be responsible to provide training software, materials, supplies and manuals in adequate supplies. The Authority will supply training facilities. The Bidder will supply two (2) hard copies of the operational user manuals. Electronic versions will be provided for all regional office sites. The Bidder will provide, at its expense, appropriate training for Bidder initiated changes to software or equipment.

7.5 Warranty, Maintenance, and Support Services

The Bidder shall indicate any Manufacturer's warranty for each Good proposed and warrant that the Authority shall receive any Manufacturer's warranty, and any other benefits, for the Goods. A minimum of one (1) year manufacturer’s warranty shall be provided or an equivalent shall be provided with local St. John’s area service available by the manufacturer or an approved agent agreed to by the Agency.

Where the warranty for the Goods offered by the Manufacturer, Canadian Distributor or Authorized Dealer exceeds the warranty stated in this Tender, the Bidder shall provide the standard warranty or an equivalent at no additional cost to the Authority.

In addition to any Manufacturer's warranties, all Goods shall be warranted to be free of defects in workmanship and materials for a period of time consistent with industry standards and the nature of the Goods.

The Contractor shall immediately provide full exchange, without any re-stocking charge for defective hardware/software returned to the Contractor within thirty (30) days after receipt. Defective hardware/software may include, but is not limited to:

- broken seals;
- items missing;
- hardware/software that is defective in manufacture or operation.

Manufacturer or Canadian Distributor authorized service shall be provided during the Warranty Period. Where warranty service is to be provided by the Bidder or a third party, these parties
shall be authorized to perform warranty service by the Manufacturer or Canadian Distributor subject to the Agency’s approval.

Where service is to be provided by the Manufacturer or any other authorized third party, the Authority may request the Bidder to provide written confirmation from the Manufacturer or the authorized third party acknowledging service arrangements according to this Tender.

Warranty service shall be provided at the Contractor's expense and include all parts, labour, freight and insurance to and from the Authority's site.

All Goods serviced during the Lease Period shall be returned to the Authority with the same type of components as contracted for and in an Operable State, within fifteen (15) Business Days from the time of the service request.

If any defect in the Goods is not rectified by the Contractor before the end of the Warranty Period, the Warranty Period shall be extended until, in the opinion of the Authority:

- the defect has been corrected, and
- the Goods function in accordance with the Tender Response for a reasonable period of time.

Despite any other provision, if during the Lease Period the Contractor fails to repair any Goods or hardware/software to an Operable State, within the time stated in this Tender, the Authority may return the Goods, hardware/software to the Contractor, and the Contractor shall replace the defective items.

The Bidder's Response shall include hardware, software and any supplied peripheral devices, including software upgrades, updates, bug fixes, new versions, and any other attributes considered by the Manufacturer to be standard for the duration of the lease agreement from the date of installation.

The Bidder shall provide a copy of the Bidder's maintenance contract where maintenance is performed by a third party within fifteen (15) business days of the awarding of this tender.

**All maintenance and repair charges to hardware and equipment supplied in this tender, including shipping, handling, duty, customs and brokerage fees shall be the responsibility of the Bidder and included in the total cost of the lease.**

During the lease period, and any extension, the Bidder will ensure:

- Twenty-four (24) hours, seven (7) days a week, System support services via a staffed help-line, utilizing a toll free telephone line.
- Upon receiving a call, immediate commencement of problem diagnosis and attempt at problem resolution.
- Routine maintenance of both servers and workstations to ensure security and operating system patches are applied, firmware and operating system upgrades are performed as required, and to monitor capacity and performance issues and make required adjustments to optimize system performance.
• Service of server(s) and any associated peripheral devices and workstations and transportation to and from the Bidder’s designated facility will be at the Bidder expense.

7.6 Insurance

The Bidder, when providing Goods, shall:

• At its own expense and without limiting its liabilities in the Tender Response, insure its operations, in an amount of not less than $1,000,000, per occurrence, under a contract of Comprehensive or Commercial General Liability, in accordance with the Insurance Contracts Act of Newfoundland and Labrador, insuring against bodily and personal injury, and property damage including loss of use. Such insurance shall include blanket contractual liability. Upon request of the Authority, shall provide copies of insurance documents in a form acceptable to the Authority.

• All required insurance shall be endorsed to provide the Province with thirty (30) days written notice of cancellation or material change.

• The Contractor will at all times protect and defend, at its own costs and expenses, the title of Electronic Monitoring System from and against all claims and liens and the Contractor shall keep the Electronic Monitoring System free and clear from all such claims and liens and the Province shall forthwith give the Contractor notice of any alleged adverse claim on the Electronic Monitoring System of which the Province may become aware.

The Authority may notify the Contractor, in writing, that he is in default of his contractual obligations, if the Contractor:

• fails to proceed with it’s obligations, regularly and diligently;
• without reasonable cause wholly suspends the carrying out of the work before completion;
• refuses or fails to supply sufficient product or skilled workman within the written notices provided for correcting the default;
• fails to make payments due to his subcontractors, his suppliers or his workman; or,
• otherwise violates the provisions of this agreement to a substantial degree.

Such written notices by the Authority shall instruct the Contractor to correct the default within five (5) business days from the receipt of the written notice.

If the Contractor fails to correct the default within the time specified, or subsequently agreed upon, the Authority may, without prejudice to any other right or remedy he may have, stop the work or terminate the contract.

If the Authority terminates the contract under the conditions set forth above, the Authority is entitled to take possession of the products, tools, machinery and equipment, goods, materials, intended for, delivered to and placed on or adjacent to the work until such time as a completion contractor is put in place.
7.7 Safety and Security

The Bidder, its employees, subcontractors and agents when using any Authority’s buildings, premises, hardware or software, shall comply with all safety and security policies, regulations or directives relating to those buildings, premises, hardware or software including the Occupational Health and Safety Act for Newfoundland and Labrador (RSNL 1990 CH 0-3).

7.8 Certification and Qualifications

The Bidder shall provide documentation regarding licences, qualifications, and security clearances of staff assigned to develop, implement and support the requirements stated in the tender, upon request by the Authority.

7.9 Confidentiality, Materials and Copyright

.01 For the purposes of this tender “Confidential Information” means:

- all communications and instructions from the Authority respecting the tender specification and/or consequential contract;

- all information acquired by the Bidder/Contractor, its employees, servants and/or agents respecting policy development, consideration and development, business decisions, internal deliberation, discussions and considerations and any other aspect of the decision-making process of the Authority;

- all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Authority, disclosed directly or indirectly to the Bidder/Contractor, its employees, servants and/or agents during the performance of the tender specification and/or in any way related thereto;

- all personal information, as defined from time to time under the Access to Information and Protection of Privacy Act, SNL 2002 c. A-1.1, to mean recorded information about an identifiable individual, including

  - the individual’s name, address or telephone number,
  
  - the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,
  
  - the individual's age, sex, sexual orientation, marital status or family status,
  
  - an identifying number, symbol or other particular assigned to the individual.
  
  - the individual's fingerprints, blood type or inheritable characteristics,
• information about the individual's health care status or history, including a physical or mental disability,

• information about the individual's educational, financial, criminal or employment status or history,

• the opinions of a person about the individual, and

• the individual's personal views or opinions

for any individual, which is, directly or indirectly, disclosed to or collected by the Bidder/Contractor, its employees, servants and/or agents during the performance of the tender, contract or services, or in any way related thereto;

• all information that is developed based upon Confidential Information including the work product of the Bidder/Contractor, its employees, servants and/or agents; and

• Confidential Information shall not include any information which:

• at the time such information was provided to the Bidder/Contractor was or thereafter became part of the public domain through no act or omission of the Bidder/Contractor or its representatives; or

• is information which the Bidder/Contractor can show possession or prior to the date of this tender and which was received or developed by the Bidder/Contractor free of obligations of confidentiality to the Authority.

.02 The Bidder/Contractor shall treat all Confidential Information acquired by the Bidder/Contractor in the performance of the tender/contract as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Authority, unless required to do so by law, which may include any subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an act or regulations. In the event that such disclosure is required, the Bidder/Contractor shall give the Authority prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances did not permit the Bidder/Contractor to provide such notice prior to disclosure, the Bidder/Contractor shall provide such notice to the Authority immediately after the required disclosure.

.03 The Bidder/Contractor shall only use the Confidential Information acquired in the performance of the tender/contract for the purposes specified in this tender/contract, and shall not permit the use of the Confidential Information for any other purposes.

.04 All materials, data, designs, plans drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Bidder/Contractor in performing the work of the tender/contract including, without limitation to computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising there from
are the sole and exclusive property of the Government of Newfoundland and Labrador and the contents thereof are privileged and confidential. Nothing in this tender/contract shall give the Bidder/Contractor a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Bidder/Contractor pursuant to the terms of this tender/contract. The Bidder/Contractor acknowledges that the Authority’s right to this information shall at all times be paramount to any rights of the Bidder/Contractor, at law or in equity, and that the Bidder/Contractor’s remedies against the Authority for the Authority’s breaches under this tender/contract do not include the right to deprive the Authority of access to the Authority’s information in the Bidder/Contractor’s possession.

.05 The Bidder/Contractor shall provide to the Authority and solely to the Authority upon completion of the tender/contract or upon earlier termination of any tender/contract all Confidential Information acquired during the performance of the tender/contract, or shall, at the request of the Authority, destroy any and all copies and versions of the Confidential Information in the possession of the Bidder/Contractor, its employees, servants and/or agents, and shall certify the destruction of same to the Authority.

.06 The Bidder/Contractor acknowledges that, in addition to the requirements of this tender/contract, the Confidential Information acquired by the Bidder/Contractor, its employees, servants and/or agents in the performance of the tender/contract and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, the Management of Information Act, SNL 2005, c. M-1.01, and the Privacy Act, RSNL 1990 c. P-22, as well as other legislation which may apply in the jurisdiction of the Bidder/Contractor’s operation. The Bidder/Contractor is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Bidder/Contractor, its employees, servants and/or agents.

.07 The Bidder/Contractor shall ensure that it, its employees, servants and/or agents have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:

• at a minimum, using the same level of physical and electronic security as the Bidder/Contractor employs to avoid disclosure or dissemination of the Bidder/Contractor’s own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of its employees, servants or agents other than those who are required to have access to properly perform work under this tender/contract;

• establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;

• ensure all employees, servants and/or agents of the Bidder/Contractor comply with all policies, standards and safeguards established under this tender/contract;
• advise the Authority of any changes in its security systems, procedures, standards and
practices that may affect the Confidential Information and seek the Authority’s consent
prior to such changes; and

• satisfaction of the foregoing commitments includes, but is not restricted to, compliance
with the requirements set out in Appendix “C”, unless otherwise advised by the Authority,
and this includes:

• complying with all alterations or updates of Appendix “C” as may be provided to the
Bidder/Contractor from time to time, and

• adhering to any additional instructions (including oral instructions) from the
Authority as it relates to the subject matter contained in Appendix “C” and this
tender/contract.

.08 The Bidder/Contractor shall only disclose confidential information to persons other than
its employees, servants and/or agents with the prior written consent of the Authority, and
then only to those persons who need to know the information in order to carry out the
duties associated with this tender/contract and only after confirming that such persons
agree to comply with the provisions of this tender/contract including the requirements set
out in Appendix “C”.

.09 The Bidder/Contractor shall:

• notify the Authority promptly of any unauthorized possession, use or knowledge, or
attempt thereof, of the Authority’s information in the possession of the
Bidder/Contractor, including but not limited to data processing files, transmission
messages or other confidential information by any person or entity which may become
known to the Bidder/Contractor;

• promptly furnish to the Authority full details of the unauthorized possession, use or
knowledge, or attempt thereof, and assist the Authority in investigating or preventing the
recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of
confidential information;

• use reasonable efforts to cooperate with the Authority in any litigation and investigation
against third parties deemed necessary by the Authority to protect its proprietary rights;

• promptly use all reasonable efforts to prevent a recurrence of any such unauthorized
possession, use or knowledge of confidential information; and

• refer to and follow the privacy breach protocol of the Government of Newfoundland and
Labrador as it exists at the time of the breach and located on the Department of Justice
website at: http://www.justice.gov.nl.ca/just/CIVIL/atipp/default.htm
8.0 BIDDER EXPERIENCE AND REFERENCES

The product offered shall be an Electronic Monitoring System which has existed (current and/or earlier versions) for at least 3 years and has been installed and operational in at least 1 other site in North America with at least 100 offender monitoring capacity.

The Bidder shall provide a minimum of 1 reference site in North America to verify that the product is operating satisfactorily. Plus one other reference site.

The Tender Response shall provide the names, addresses and telephone numbers of the references who may be contacted to confirm successful completion of similar assignments within the past three years.

Bidders shall provide information on Electronic Monitoring Systems. Information on projects will demonstrate compliance with the mandatory criteria and illustrate the experience of the company with the required systems. Descriptions of work assignments will include the following details at a minimum:

- a brief description of the system including hardware and software components;
- name, address and size of the client;
- number of units provided;
- an indication of the Bidder’s role in the training and implementation process.

The Authority has the right to contact references to determine the level of satisfaction with work performance. **The Authority reserves the right to not award to any company whose references are found to be unsatisfactory.**

9.0 FINANCIAL CONSIDERATION

9.1 Firm Pricing

Bidders shall complete Appendix II (Pricing Details) and quote net unit prices, in Canadian funds, with extensions. If an extension is incorrect, the net unit price shall apply. Net unit prices shall include all costs to complete delivery of the Goods and operational supplies as detailed to the Authority’s sites in St. John’s. All costs referred to in this clause shall include, but are not limited to, packaging, handling, shipping, duty, customs, brokerage fees, and insurance charges, excluding the Goods and Services Tax and the Harmonized Sales Tax.

The Bidder will bear responsibility for all shipping, duty, customs and brokerage fees related to initial and incremental shipment of all materials and equipment provided to the Authority by the Bidder under this Agreement, including shipping charges pertaining any warranty, repairs battery replacement, or any routine repairs to associated equipment, supplies or consumables.

The Authority shall be able to clearly determine the total cost of the lease of Goods to be provided and any operational supplies as may be required from time to time.
9.2 Term of Offer

All quoted prices shall remain valid, without change, for a period of 90 days from the date of Tender closure (the “Tender Validity Period”).

The successful Bidder shall guarantee that additional quantities of identical products (or equivalent substitutes) can be acquired at the same or lower price as provided herein during the tenure of the lease.

9.3 Bidder Expenses

All costs relating to the work and materials supplied by the Bidder in responding to this Tender shall be borne by the Bidder. For further clarification, neither the Authority or any agency thereof shall be responsible for any costs incurred by any Bidder responding to this Call for Tenders, whether those costs be claimed for preparation of a Response or otherwise. The Authority shall not be liable to defray any costs incurred by the Bidder however or wheresoever arising.

9.4 Payment Terms and Progress Payments

The Authority shall, upon receiving invoices prepared in duplicate, pay the successful Bidder, if any, the monthly contracted price for the lease of the specified Goods within thirty (30) days after successful completion of Acceptance Testing and award. The contractor shall submit monthly invoices which will be paid in accordance with the Financial Administration Act of Newfoundland and Labrador (RSNL 1996 CH F-8). All applicable taxes shall be shown separately on the invoices.

10.0 BIDDER INFORMATION REQUESTED

Tender Responses are required to provide the following information:

10.1 Name and Address

State the legal name, full street address, telephone number and fax number of the Bidder.

10.2 Description of Business

Generally describe the types of services provided. Identify the number of current employees, office locations and length of time in business and the structure of the business.

10.3 Contact for Clarification

State the name, title, address, telephone number, fax number and e-mail address of the Bidder's representative, responsible for the preparation of the response, who may be contacted for further clarification, if necessary.
10.4 Contact for Tender Award

State the name, title, address, telephone, fax number and e-mail address of the Bidder's representative empowered to conduct contractual arrangements on behalf of the Bidder.

11.0 TENDER RESPONSE INSTRUCTIONS

Tender Responses shall be organized in the following format:

11.1 Executive Summary, including:

- An overview of the Electronic Monitoring System proposed.
- A FIXED PRICE RESPONSE for the delivery installation and lease of the requested system.

11.2 Bidder Profile

This section shall, at a minimum, address the relevant points in Section 10 - BIDDER INFORMATION REQUESTED.

11.3 Electronic Monitoring System

This section shall demonstrate the Bidder’s understanding of the business requirements and Electronic Monitoring System required. It shall also specifically address the mandatory requirements stated in Section 6.0 - SPECIFICATIONS OF ELECTRONIC MONITORING SYSTEM.

11.4 Financial Proposal

Provide a FIXED PRICE RESPONSE for the requested Electronic Monitoring System keeping in mind the terms and conditions of Section 9.0 - FINANCIAL CONSIDERATIONS. Bidders shall complete the “Pricing Details form in Appendix “B”.

The Authority reserves the right to reduce the quantities to a maximum of 10% of the quantities contained in this Call for Tenders.

11.5 Bidder Roles, Responsibilities and Warranties

This section shall address the relevant points in Section 7.0 - BIDDER ROLES, RESPONSIBILITIES, AND WARRANTIES.

11.6 References

This section shall address the relevant points in Section 8.0 - BIDDER EXPERIENCE AND REFERENCES.
11.7 Information Relevancy

In responding to this Tender, Bidders are to be concise in supplying all descriptive information. The information will, however, include sufficient details to support claims made in the proposal.

11.8 Bid Deposit Security

Each tender shall be accompanied by a Bid Security for 5% of the amount tendered in Canadian Funds. Tenders not accompanied by a Bid Security shall be rejected. The security shall be made payable to the Newfoundland and Labrador Exchequer Account, and may take the form of:

- a Certified Cheque;
- Money Order;
- Bank Draft;
- a Bid Bond acceptable to the Government Purchasing Agency (GPA).

The Bid Security shall be forfeited to GPA if the Successful Bidder fails or declines to enter a contract.

All Bid Securities shall be returned to Bidders upon award of the contract.

The Agency shall not pay interest on any bid security which accompanies a tender.

12.0 RESPONSE SUBMISSION CONDITIONS AND PROCESS

12.1 Response Submission Deadline

Three signed copies of the Response shall be received at the office of the Government Purchasing Agency by 4:00 p.m. Newfoundland Standard Time, 14 November 2008. The response copies shall be placed in a sealed package and clearly labeled as follows:

To: Government Purchasing Agency
30 Strawberry Marsh Road
St. John’s, Newfoundland and Labrador
Canada
A1B 4R4

12.2 Public Tender Opening

Responses shall be opened publicly at Newfoundland Standard Time at the Government Purchasing Agency, 30 Strawberry Marsh Road, St. John’s, Newfoundland and Labrador.

12.3 Signed Responses

The bid shall be signed by an authorized officer of the Company.
12.4 Late Responses

No extension of this deadline shall be granted. Late Responses will be returned unopened.

12.5 Faxed and E-mailed Bids

Faxed and/or E-mailed Responses will not be accepted.

12.6 Acceptance of Response

THE AUTHORITY RESERVES TO ITSELF THE UNFETTERED RIGHT TO REJECT ANY OR ALL RESPONSES RECEIVED IN RESPONSE TO THIS CALL FOR TENDERS AND IS NOT BOUND TO ACCEPT THE LOWEST OR ANY TENDER. THE AUTHORITY MAY ELECT TO CANCEL THIS TENDER AT ANY TIME WITH OR WITHOUT CAUSE AND NO LIABILITY SHALL ACCRUE TO THE AUTHORITY AS A RESULT OF ITS EXERCISE OF ITS DISCRETION REGARD.

12.7 Inquiries

All inquiries:
Government Purchasing Agency
30 Strawberry Marsh Road
St. John’s, Newfoundland and Labrador
A1B 4R4
Phone: +1(709) 729-3348

Questions, submitted in writing, will be answered in writing and distributed to all Bidders, to the extent possible without interfering with the equality or fairness of the Tender process. Written questions shall not be accepted within the 120 hours prior to Tender closing. The Authority shall endeavor to exclude confidential or proprietary information from the distributed material.

Verbal responses to any inquiry are not binding on either party.

12.8 Tender Addendums

If deemed necessary by the Authority, an opportunity shall be extended to all Bidders to revise their Responses accordingly. Written acknowledgment of each revision shall be provided to the Authority by all Bidders within one working day of revision receipt, except as provided herein.

No Addendums shall be issued less than five (5) Days prior to Tender closing without extension.

12.8 Changes to Tender Working
The Authority may, during the evaluation period, require further written and oral clarifications from Bidders. Oral responses shall be confirmed in writing. **However, no changes by the Bidder shall be permitted after initial receipt of the Response.**

12.10 Site Visits and Bidder Presentations

The Authority may visit the Bidder’s premises at any time during Business Days for any reason considered appropriate or relevant during the evaluation process. Bidders may be required to make a formal presentation to the Authority to validate compliance with the Tender. If requested, Bidders shall demonstrate compliance with this Tender at the following site within fifteen (15) Business Days of a request to do so by the Authority.

St. John’s Regional Probation Office  
4th. Floor, Atlantic Place  
St. John’s, Newfoundland and Labrador  
Canada

These presentations shall be made at no cost to the Authority.

12.11 Ownership Of Tender Responses

The Tender responses and accompanying documentation submitted by the Bidders are considered the property of the Authority and shall not be returned.

13.0 TERMS AND CONDITIONS OF THE TENDER

All terms and conditions of this Tender are deemed to be accepted by the Bidder and incorporated by reference into the Response, except such terms and conditions that are expressly excluded in the Response.

13.1 Tender Response

The Tender itself and the Bidder's Response shall form part of the contract by attachment and incorporation by reference. Claims made in the Tender Response shall constitute contractual warranties.

13.2 Technology

All hardware to be provided shall be new. It is the intent of the Authority to acquire current production and proven technology. Goods that have not commenced full production as of the Tender closing date and time, or have been, or are scheduled to be, discontinued may be rejected by the Authority in its sole and absolute discretion. The Goods shall conform to Federal and Provincial legislation and the Tender specifications.

13.3 Acceptance Testing
The Authority will commence Acceptance Testing of the Goods leased within 21 business days of delivery of all components of the Goods. The period of Acceptance Testing shall not exceed five (5) business days or as otherwise specified.

If any Goods are rejected by the Authority:

- the Authority shall, at the Bidder's expense and risk, either hold the Goods for disposition by the Bidder or return them to the Bidder; and
- the Bidder shall immediately, at the Authority’s option, either replace the Goods or, if applicable, refund to the Authority’s all monies paid.

13.4 Confidentiality of Responses

If any portion of a Bidder's response is to be held confidential or if the Bidder proposes to include any terms in the acquisition agreement dealing with confidentiality, such provisions shall be identified in the Response. The Authority will take your advisement of confidentiality under consideration but any release of Responses shall be subject to the provisions of the access to Information and Protection of Privacy Act of Newfoundland and Labrador.

13.5 Authorized Dealer

Bidders, other than Manufacturers, shall be Canadian Distributors or Authorized Dealers for the Goods prior to the Tender closing date and time. The Authority may request the Bidder to provide written confirmation from the Manufacturer stating that the Bidder, and, if applicable, the third party, are authorized to sell and/or service the Goods being offered.

13.6 Responsibility and Liability

Each party shall hold harmless the other party, the other party's employees and agents from any and all third party claims, demands, or actions for which it is legally responsible, including those arising out of negligence, willful damage, or crimes of the responsible party, its employees or agents.

The Bidder shall be responsible for loss or damage to the real or tangible personal property of the Authority where the Bidder is legally responsible, including negligence, willful harm, or crimes of the Bidder, its employees, subcontractors, or agents.

13.7 Governing Laws

The Tender and Response shall be interpreted and applied according to the laws in force in the Province of Newfoundland and Labrador.

The International Sale of Goods Act shall not apply to this contract.

13.8 Assignment

The Bidder shall not assign, subcontract or dispose of any of its rights, obligations or interests, other than identified in the Tender Response, without the Authority's written consent. If the
Authority consents to subcontracting, the Bidder is still responsible for the contract's obligations and liabilities.

13.9 **Workplace Health, Safety and Compensation Commission Clearance**

The successful Bidder shall be in good standing with the Workplace Health, Safety and Compensation Commission (WHSCC) prior to the award of the Tender. The successful Bidder may be required to provide a WHSCC Letter of Good Standing prior to receiving any payments and prior to receiving final payment for the project.

13.10 **Electrical Certification**

The Goods shall bear evidence of certification by the Canadian Standards Association, or acceptable equivalent.

13.11 **Contract**

The Tender Documents and the successful Response shall form the contract for goods and services.

13.12 **Contract Termination**

The Contract may be terminated by either party giving sixty (60) days written notice. Neither party shall have a claim against the other for any claim, for lease payments, damages or other costs arising as a result of the party’s exercise of its rights under this section.

13.13 **Environmental Requirements**

The Bidder shall warrant that all environmental requirements specified are exhaustive and complete. The Bidder shall warrant that the installation specifications provided by the Bidder shall be sufficiently detailed to ensure the equipment shall operate efficiently from an environmental point of view. The Bidder shall bear the cost of alterations to the environmental and installation facilities necessitated as a result of incomplete or erroneous specifications provided by the Bidder.

13.14 **Data Retention**

The Agency will retain server hard drives for one year following termination of any contract. The Bidder/Contractor agrees to convert hard drive data to readable form if required for a period of one year following contract termination.

The Agency will retain hard drives for destruction and certify same to the Bidder/Contractor.

13.15 **Survival of Terms**

Despite any other term or condition of the contract, those clauses which by their nature continue after the conclusion or termination of the Contract shall continue after such conclusion or termination.
14.0 MANDATORY REQUIREMENTS:

The Bidder shall provide a YES or No response to indicate whether they are able to comply with the following mandatory requirements. (A “No” or “Blank” response to any one of these items will mean that no further consideration will be given to the Response and the Response will be disqualified.)

Electronic Monitoring System shall:

____ be operable using existing telephone communications without interference with non systems telephone service.

____ be compatible with Department of Justice existing network, hardware, software and peripheral devices.

____ be capable of continuously monitoring offenders while in their homes up to 24 hours per day, 7 days per week.

____ report violations to supervising staff immediately, using alpha-numerical pager or text phone communications system or similar acceptable device.

____ prepare printable violations reports detailing system wide and individual subjects compliance and non-compliance as per the schedule of reports.

____ prepare printable system-wide reports as per attached Schedule “A”.

____ in addition the system shall be able to accommodate custom and ad hoc reports covering operational statistics, fixed and variable costs, demographics and inventory controls to track equipment by unique identifier.

____ be compatible with existing standard home analog telephone lines. Operating without unintended interference with the offender’s telephone.

____ be based on a continuous signaling (or active) system consisting of a radio frequency Transmitter, affixed to a client’s ankle or wrist and a receiver connected via the local telephone system, or other acceptable means.

____ be capable of notifying all unauthorized absences, late arrivals, and early departures by offenders, tampering with equipment, and equipment malfunctions and monitoring interruptions due to loss of non-system services i.e., power failure, via an alpha numeric pager device or text phone, or similar device. The system will provide the actual time of any occurrence and the time of the receipt of any status changes.

____ maintain relevant data and information concerning each offender under monitoring, including, but not limited to, the name, address, demographic profile
and personal information of offenders under monitoring, a minimum of 6 curfew
details and schedules per offender.

provide for remote diagnostic, troubleshooting and support.

allow for remote access and use of the monitoring system by authorized users.

be capable of handling peak load processing of up to 100 simultaneous offenders
at any one time.

be able to verify the presence of a particular Receiver, at a particular location, and
to distinguish multiple Transmitters in locations where more than one offender is
being monitored.

be capable of running reports, printing and performing other functions without
impacting the monitoring operations.

accept different time zones and automatically update changes due to standard and
daylight savings times.

allow offenders, being monitored, a preset, variable range from the home
monitoring unit location, up to 150 feet.

meet all Technical Specifications relevant to the servers.

**The Bidder shall:**

be able to deliver the equipment and have the complete Electronic Monitoring
System operational by 31 December, 2008.

supply and licence all software and third party software necessary to operate the
system.

install software and third party software necessary to operate the system on both
servers.

supply initial software, software upgrades and updates that are compatible with,
and operate satisfactorily, on the servers supplied by the Bidder, and workstations
supplied by the province and the Government Wide Area Network.

provide the Authority with the necessary software and expertise to provide all
field workstations with access to the Electronic Monitoring System.

provide staff of the Authority’s Chief Information Officer (OCIO) with the
necessary training to assist in the installation of workstation software if required.

provide all aspects of the setup, maintenance and ongoing support of the
Electronic Monitoring System.
supply software capable of customization to meet Provincial standards and client needs.

agree to provide toll free 24/7 telephone support to the Authority for assistance with the installation and ongoing operation of the system.

clearly indicate any consumables, i.e. straps, batteries, hardware, etc. required for routine operations by indicating both unit and extended price. If extension price is incorrect, unit price will govern.

provide to the Authority, at no additional cost and in consideration of potential delivery delays, an inventory of Receivers, Transmitters in quantities acceptable to both parties, but not less than ten per (20%) of the initial supply.

comply with “Bidder Roles, Responsibilities and Warranties”. Topics covered:

- Title;
- Delivery of Goods;
- Validation Testing;
- Installation Services and Training;
- Warranty, Maintenance and Support Services;
- Insurance;
- Safety and Security and
- Certification and Qualifications.

comply with “Bidder Experience and References”.

comply with “Financial Pricing” (Including the completion of “Price Details” form Appendix “B”). Topics covered:

- Firm Pricing;
- Term of Offer;
- Bidder Expenses; and
- Payment Terms and Progress Payments.

comply with “Bidder Information Requested”. Topics covered:

- Name and Address;
- Description of Business;

- Contact for Clarification; and
- Contact for Tender Award.

comply with “Tender Response Instructions”. Topics covered:

- Executive Summary;
• Bidder Profile
• Electronic Monitoring System;
• Financial Proposal;
• Bidder Roles, Responsibilities and Warranties;
• References;
• Information Relevancy; and
• Bid Deposit Security.

Comply with “Response Submission Conditions and Process”. Topics covered:

• Response Submission Deadline;
• Public Tender Opening;
• Signed Responses;
• Late Responses;
• Faxed and E-mailed Bids;
• Acceptance of Response;
• Inquiries;
• Tender Addendums;
• Changes to Tender Wording;
• Site Visits and Bidder Presentations; and
• Ownership of Tender Responses.

Comply with “Terms and Conditions of the Tender”. Topics Covered:

• Tender Response;
• Technology;
• Acceptance Testing;
• Confidentiality and Security of Information;
• Confidentiality of Responses;
• Authorized Dealer;
• Responsibility and Liability;
• Governing Laws;
• Assignment;
• Workplace, Safety and Compensation Commission Clearance
• Electrical Certification;
• Contract;
• Contract Termination;
• Environmental Requirements;
• Data Retention and
• Survival of Terms

Receiver Shall:

Be capable of being easily attached to the offender’s telephone, and be compatible with Newfoundland and Labrador telecommunications regulations and equipment without interference with non system telephone services.
if not utilizing the public telephone system e.g. satellite base technology, must be operational throughout Newfoundland and Labrador in any typical household.

be capable of communications with the computer system over standard analog telephone lines, or other acceptable means.

be able to detect the following events and immediately communicate them, with the time of occurrence, to the computer system - Arrival of Transmitter within range of the unit, departure of Transmitter out of range of the unit, damage to the Transmitter, cutting or removal of the Transmitter strap, tampering with the unit including attempts to gain unauthorized access to the internal mechanism, disconnection and restoration of telephone service and disconnection and restoration of power.

automatically communicate with the computer system at pre-set intervals, at a minimum of once every six hours, to report that the unit is connected and functioning properly.

signal the participant when the system wants to use the telephone line, if operational via the telephone system.

be able to save messages in the event of a loss of communications with the computer system, for transmission when communications are restored.

have an internal battery back-up capable of providing continuous operating power for a minimum of twelve hours in the event of an AC power loss in the offender’s home.

be able to notify the computer system of any failure of the AC power source.

be equipped with a display showing the client identifier number together with any tamper status.

not pose a health or safety hazard to the participant or other family members and function reliably under normal household environment and atmospheric conditions.

not cause unnecessary discomfort or inconvenience or be obtrusive in a domestic environment.

have the ability to be installed in the full range of accommodation throughout the Province of Newfoundland and Labrador without modification to the building and without inconvenience to the residents.

be supplied with a durable carrying case with foam liner to support the safe transportation of the receiver and applicable power and telecommunication cords.

be clearly identified by a unique non-removable identification number.
be supplied with applicable power and telecommunications cords.

be able to detect the presence or absence of Transmitters.

be able (in conjunction with the System) to identify and distinguish between different Transmitters at the same place.

be able to process messages received simultaneously (or sequentially provided that all signals are received within one minute) from multiple receivers including receivers on different curfews at the same place of monitoring.

be time-synchronized with server and acknowledge time zone variations.

detect all signals emitted by the Transmitter and communicate with the system.

monitor the presence of the Transmitter during the curfew period at the place of curfew and communicate with the server via the telecommunications network.

Transmitter shall:

attach around the ankle or wrist of the client, be light in weight and easily installed with minimal training and experience.

the unit shall enable it to notify the Receiver of any tamper attempt or removal of the Transmitter. Immediate notification shall be sent when the tamper occurs within range of the receiver. If a tamper occurs while the offender is outside the range of the Receiver, a tamper signal, including the time of tamper, shall be sent as soon as the client again enters the range of the Receiver.

any required re-set of the equipment after a tamper attempt or removal shall be restricted to authorized personnel.

each Transmitter/Receiver set shall be so matched as to prevent two different clients from being able to make the same receiver send in a signal.

be programmable by field personnel to match any Receiver in the field.

come complete with a sealed case and be shock resistant and water proof.

include straps adequate to fit most individuals and be easily replaced, when required, by field personnel. The strap, required fasteners and any other security components of the system shall **not** be available to the general public.

include batteries easily replaced in the field with an active life of 12 months.

notify a low power alert to the Receiver at least thirty (30) days prior to the battery expiry.
operate at temperatures experienced in a typical client environment.

not cause unnecessary discomfort or inconvenience to the wearer, be unobtrusive, robust and easy to clean/sterilize.

regularly emit an encoded signal to a Receiver located in the client’s home.

communicate with the Receiver and any activating device that may be needed.

**Activator Unit (if required) shall:**

be able to activate the Transmitter.

be portable, durable, simple to use in the field and during application of the Transmitter.

**Other Equipment shall include:**

40 Receiver/Transmitter sets, with carrying cases.

14 Tool Kits including 14 Activator Units as required.

Signature of Bidder: __________________________

Company Name: ____________________________

Date: ____________________________
APPENDIX A – MINIMUM SCHEDULE OF REPORTS
APPENDIX “A” -MINIMUM SCHEDULE OF REPORTS

The following is a list of the minimum reports required to be delivered by the System subject to the conditions specified at section 6.4 of the Tender. Reports shall be printable from the system without disruption ongoing monitoring.

I. Current caseload by location and supervising officer including offender name, expiry date, identifier, source, basic demographics, and risk level as determined by the users method. Caseload totals by officer and location.

II. Individual offender curfew scheduled by supervising officer and date.

III. Event reports for individual offenders.

IV. Event reports by type, date and cumulative occurrence.

V. Number of offenders connected during variable intervals by system capacity.

VI. Archival listing of offenders supervised and status at disconnection.

VII. Fixed costs reports by month and location (s) and overall.

VIII. Variable costs by month and location(s) and overall.

IX. Inventory control report detaining components by location and operational status.

X. Password control inventory with restricted access provision.

XI. Report with date variable parameters that specify list of offenders by expiry date by office and by province.
APPENDIX “B” – PRICING DETAILS
APPENDIX “B” – PRICING DETAILS

Quotes shall be based on a two (2) year term with options to renew in one year increments up to a total of three (3) years without an increase to cost structures. Prices shall be based on an initial capacity of 40 offenders. The following form should clearly indicate a total annual cost that will remain in effect for the term of the lease agreement.

1. Hardware, Software, and Peripheral Components: The cost shall include the following:

<table>
<thead>
<tr>
<th>Hardware/Software/Peripheral Component</th>
<th>Quantity</th>
<th>Net Unit Price</th>
<th>Total Annual Cost</th>
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<tbody>
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Sub-Total Cost

2. Delivery/Installation, Training costs and ongoing Support – These costs shall identify any costs associated with the delivery, installation and training for the proposed system. (Any travel costs shall be included.)

<table>
<thead>
<tr>
<th>Component</th>
<th>Rate (Per Day)</th>
<th>No. of Days</th>
<th>Total Annual Cost</th>
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Sub-Total Cost

3. Warranty and Maintenance Costs: The costs shall include any costs associated with Warranty and Maintenance on yearly basis.

<table>
<thead>
<tr>
<th>Component</th>
<th>Per Unit/ Annual Rate</th>
<th>No. of Units (if applicable)</th>
<th>Total Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warranty</td>
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<tr>
<td>Maintenance</td>
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</tbody>
</table>

Sub-Total Cost

4. The cost of leasing these extra units is included for evaluation purposes only. The Authority does not guarantee that these extra units will be required. The Authority shall lease additional units, as required, based on the number of participants in the Electronic Monitoring Program, in groups of five (5).

Expansion cost per group of five (5) units $ __________________

TOTAL ANNUAL BID COST: __________________
5. Consumables – straps, batteries, hardware, etc. required for routine operations.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
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</table>

**Sub-Total Cost**

**Note:** The cost unit for Consumables (as described in 6.9.3) shall be provided and shown separately but will not form part of the calculation for the lowest tender price.

Signature of Bidder: __________________________

Company Name: __________________________

Date: __________________________
Appendix “C”

Protocols for Security of Government Information on
Information Technology assets of Contractors

The Bidder/Contractor should confirm with the Authority whether the Bidder/Contractor will be required to use information technology resources, including computers, of the Government of Newfoundland and Labrador in the conduct of the work under the contract. The following requirements apply where the Bidder/Contractor will not be using such assets, but will instead have access to confidential information (including personal information) ("Confidential Information") received from the Government of Newfoundland and Labrador ("Government") and will be storing, manipulating or accessing that Confidential Information on the Bidder/Contractor’s own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs, etc.) may only be used to transport and / or store Confidential Information where either the Confidential Information or the device or media is encrypted.

- Unless specifically separately authorized by the Bidder/Contractor’s contract or otherwise, the Bidder/Contractor is not permitted to attach non-government computers or other information technology systems to any Government network.

- Bidder/Contractor is expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.

- Bidder/Contractor is not permitted to use any Peer to Peer file sharing program (e.g., Limewire, etc) or chat program (e.g., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.

- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.

- Where a Bidder/Contractor will be granted access to the Government computer network during the course of the work, in addition to the requirements noted above, the Bidder/Contractor shall not:
  - Share personal computer drives or folders on a computer accessing the network; or
  - Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

- These requirements apply to the Bidder/Contractor and all employees, servants and/or agents or permitted agents, and it is the responsibility of the Bidder/Contractor to ensure that all such employees, servants and/or agents or permitted sub-agents are aware of these restrictions and are in compliance herewith.