



MANATEE COUNTY

October 18, 2011

TO: ALL INTERESTED PROPOSERS

REFERENCE: REQUEST FOR PROPOSAL #11-3475-DW / Supervised Release and Pre-Trial Monitoring Services

ADDENDUM No. 2

Proposers are hereby notified that this Addendum shall be acknowledged by them within their proposal and shall be made a part of the above named Proposal and Contract Documents.

The following items are issued to add to, modify, and clarify the Proposal and/or Contract Documents. These items shall have the same force and effect as the original Proposal and /or Contract Documents. Proposals are to be submitted on the specified date and shall conform to the additions and revisions listed herein.

Q: Is it the County's expectation that the successful Proposer would be responsible and liable for obtaining, collecting and account for payments from offenders, and then reimburse the County for any excess fees minus fees charged by the vendor for equipment rental, monitoring services, lost or damaged equipment, etc?

A: No.

Q: Section B.04.12: Compensation Proposal- b) Provide a Sliding Scale Fixed Fee for Monitoring and Support Services including Installation and Removal:

Q: Please describe when (typical hours of normal operation) your officers currently perform installations and removals of equipment for clients in your program.

A: Typically during normal business hours, however, that is not always feasible.

Q: What is the minimum, maximum and average duration a client typically wears an electronic monitoring bracelet in this program?

A: Approximately one (1) year.

Q: Currently, how many installation & removal actions typically occur on a weekly basis for your agency?

A: One (1) per week.

Q: Section B.04.12: Compensation Proposal-Last Paragraph "The proposed fee paid to the County shall be all-inclusive..."

Q: Is this a typographical error and should state "The proposed fee paid by the County shall be all-inclusive..."? If this is not a typographical error, please provide additional information about current process of how the County obtains fees for services from offenders, and how the fees for the electronic monitoring equipment and services are paid by the County.

A: Please refer to Section B.04.12, "Compensation," of the RFP; all fees proposed by the Proposer to the County to perform these services shall be all-inclusive.

Q: Is the County's electronic monitoring program an offender funded model program? Are 100% of the offenders enrolled in the electronic monitoring program expected to pay 100% of the fees for electronic monitoring as a condition of being enrolled in the program?

A: No, however the County anticipates moving in that future direction.

Q: How are indigent offenders and those who cannot (or will not) pay all of the fees handled today?

A: Offenders are provided the monetary requirements prior to their court appearance.

Q: Section E.02: SCOPE OF SERVICES- Spares and Maintenance, C. This section requires the vendor to maintain a) "a minimum of three(3) GPS tracking devices stored on-site at each of the County's specified locations for immediate availability at all times (or more as the County determines the need)."

Q: Are the County's "specified locations" Manatee County Central Jail (Harlee Road), Judicial Center (1051 Manatee Avenue West), and Administration Center (1112 Manatee Avenue West) as identified on page 12 in the General System Requirements? Thus the County is requiring a minimum total of (9) GPS units as shelf spares?

A: No, the County will require a total of three (3) units.

Q: How many clients are wearing GPS units, currently?

A: Zero.

Q: How many clients does the County expect to be wearing GPS units within the initial six (6) months after execution of the new contract?

A: Depends on the Court.

Q: Will the County consider a reasonable ramp-up period for shelf units as you phase in a GPS program, and permit some flexibility with the quantity of shelf units as they relate to active units installed on clients?

A: Yes.

Q: Will the answers to questions submitted from all vendors be reduced to writing and distributed with the County answers to all vendors in advance of the proposal due date? What medium will these answers be distributed?

A: Please refer to Section A.04, "Clarification & Addenda," of the RFP.

Q: What are the names of the companies who have submitted questions?

A: BI, Inc. and G4S Justice Services, LLC.

Q: As an alternate proposal in addition to the primary proposal response to this Manatee County RFP, would Manatee County be open to receiving and evaluating information on such pre-completed adoptable contracts with other Florida Counties? Is Manatee County open to evaluating such contacting solutions as part of negotiations?

A: No.

Q: Is this a new contract/program or an existing one?

A: Existing.

Q: If an existing contract, what is the name of the incumbent contractor for these services?

A: BI, Inc.

Q: What prices does the County presently pay for each service level spoken to by the RFP and what is the average number of participants per day presently on each?

A: \$3.18 per day for Electronic Monitoring; fourteen (14) participants.

Q: What manufacturer and model of equipment is presently used?

A: BI, Inc.

Q: May we please receive a copy of the complete incumbent contract?

A: Yes; see attached.

Q: Under the incumbent contract, does the County contract for services with or without contractor installation/retrieval?
A: Yes, with contractor installation/retrieval.

Q: RFP page 4 "*Disclosure*" calls out "*Manatee County will make public at the opening, the names of the business entities that submitted an offer and any amount presented as offers without any verification of the mathematics or the completeness of the offer.*" Is this indicative that both prices "*Compensation Proposal*" (both with and without installation/retrieval) will be made public? If not, will you please define in detail what is meant by "*any amount presented*"? In lieu of attending the opening in person, will this same information be available via the County web site or via phone/email/fax after the opening?

A: Please refer to Section A.09, "*Disclosure*," of the RFP.

Q: Are technical and Compensation Proposals opened/evaluated at the same time? Are technical and price proposals ultimately evaluated by all the same evaluation committee members?

A: Please refer to Section C, "*Selection*," of the RFP.

Q: What date is the incumbent contract for these services scheduled to end?

A: Upon execution of the resulting contract from the award of this RFP.

Q: What date is this "*Notice of Source Selection*" anticipated to occur? Will this indicate the name of the vendor selected for negotiations? Is this "*Notice of Source Selection*" the same as RFP page 14, "**C.05 SELECTION FOR NEGOTIATION**"? If not, will you please define the difference in these two events and provide the dates when each/both is anticipated to occur? Is this "*Notice of Source Selection*" the same as an "*Intent to Award*"? If not, will you please define the difference in these two events and provide the dates when each/both is anticipated to occur?

A: Please refer to Section C, "*Selection*," of the RFP.

Q: Will this contract and/or award require approval by Board of County Commissioners of Manatee County, Florida?

If so, when does this occur? (Before "*COMMENCING NEGOTIATIONS*"? Before Intent to Award? Only after both?) Will you please define in detail when this is anticipated to occur in relation to these other events?

A: Please refer to Section D, "*Negotiation of the Agreement*" of the RFP.

Q: RFP page 9 "**B.01 MINIMUM QUALIFICATIONS**" - is this referring to the Proposer referencing other contracts with other County, State or Federal government jurisdictions? Please define in detail what is meant by "*A. A copy of Proposer's license, where applicable;*" Is only one required? If not, what minimum number of these references and this required information is to be included with proposals in order to meet this "*MINIMUM QUALIFICATION*"?

A: Please refer to Section B.01, "*Minimum Qualifications*," of the RFP.

Q: RFP page 11, B.03.6, with regard to "*Personalized resumes which identify the qualifications, training and experience of each key personnel in providing GPS tracking and monitoring services*" is it acceptable to provide a brief bio for each key person including their tenure with the company/industry, relevant education/training, relevant experience and their anticipated role for this contract?

A: Please refer to Section B.03.6, "*Key Personnel*," of the RFP.

Q: RFP page 11 calls out "**B.03.7 Corporate References:** Is this the same information as required by B.01 to validate experience, expertise and capabilities?"

A: Please refer to Section B.01, "*Minimum Qualifications*," and Section B.03.7, "*Corporate References*," of the RFP.

Q: Will Manatee County contact all these references as part of evaluating all proposals? If not all proposals, for the proposed awardee?

A: Please refer to Section C, "Selection," of the RFP.

Q: RFP page 11, item B.04.1 calls out "*Specify the number of staff that will be dedicated to the operations at the County.*" Other than the option for contractor installation/retrieval services and initial training and support services, what other specific other functional "*operations*" does Manatee County anticipate would warrant contractor staff "*dedicated to the operations at the County*"? Must staff be exclusively "*dedicated to the operations at the County*" or, may they also serve other customers?

A: Please refer to Section B.04.1, "Staffing Plan," of the RFP.

Q: RFP page 12, item B.04.8 calls out "**Implementation Plan.**" How soon after Intent to Award is the County seeking to commence services?

A: Please refer to Section B.04.8, "Implementation Plan," of the RFP.

Q: Upon the basis that item E.02.D calls out "*The anticipated number of offenders to be monitored and tracked may range from one (1) to twenty (20) on a continuous basis*", will only the price line item for "*1-50 units*" be used for evaluating the "Compensation Proposal"?

A: No; please refer to Section B.04.12, Compensation Proposal," of the RFP.

Q: May vendors additionally propose and price additional/alternative solutions for evaluation by the County?

A: Please refer to Section B.05, "Supplemental Information," of the RFP.

Q: RFP page 14 "**EVALUATION FACTORS**" and "**RELATIVE IMPORTANCE OF EVALUATION FACTORS**" - Approximately what percentage of the overall award will be determined based on the "*Compensation Proposal*"? Specifically which of these four (4) items will factor into the proposal evaluation scoring for "*Compensation Proposal*"? (*Monitoring and Support Services only 1-50=\$____, 51-100=\$____; and, Monitoring and Support Services including Installation and Removal 1-50=\$____, 51-100=\$____*) Specifically how will Manatee County use these four (4) items to calculate the proposal evaluation scoring for "*Compensation Proposal*"?

A: Please refer to Section C, "Selection," of the RFP.

Q: Approximately what percentage of the overall award will be determined based on the "**Corporate References**"?

A: Please refer to Section C, "Selection," of the RFP.

Q: RFP page 14, item C.04 "**IN-PERSON REVIEW OF PROPOSERS AND PROPOSALS**" Does Manatee County anticipate holding "**IN-PERSON REVIEW OF PROPOSERS AND PROPOSALS**"? If so, when is this anticipated to occur? If so, will this be with all vendors? A select number of finalists? Only the proposed awardee? If so, how are these "**IN-PERSON REVIEW OF PROPOSERS AND PROPOSALS**" to be factored into the overall evaluation?

A: Please refer to Section C, "Selection," of the RFP.

Q: Will the County please provide at least one full week advance notice of the date/time for "**INPERSON REVIEW OF PROPOSERS AND PROPOSALS**"?

A: Yes.

Q: Is "*electronic monitoring*" Radio Frequency (RF)? GPS? Other?

A: Yes.

Q: Is it a requirement to have a home telephone line in order to participate in this program?

A: Depends on the unit provided.

Q: If these are Radio Frequency (RF) are they using the participants home landline phone line or are they cellular RF units? Approximately what percentage of each is presently in use?

A: Depends on the unit provided. The County currently only uses the home phone units.

Q: Is “*alcohol monitoring*” referring to Breath alcohol testing? Continuous/transdermal alcohol testing? Other? Will you please define in detail?

A: Alcohol monitoring can be ordered periodically throughout the day or continuously.

Q: Will alcohol testing be evaluated as part of this RFP’s primary award? Will alcohol testing be evaluated as part of this RFP as an option post award?

A: Please refer to Section C, “Selection,” of the RFP.

Q: Is this a “zero tolerance program” or is alcohol testing used to monitor consumption within the legal limit?

A: Zero tolerance program.

Q: Are participants on alcohol testing commonly placed also simultaneously placed on GPS or electronic monitoring?

A: Sometimes.

Q: On average, approximately how many times per day does the system test each participant for alcohol?

A: On the non-continuous, testing is random.

Q: Specifically how does Manatee County define “Active GPS”? Specifically how does Manatee County define “Intermediate GPS”? Specifically how does Manatee County define “Passive GPS”? Will Manatee County please define each level indicating the tracking interval and reporting interval for each?

A: Please Section E, “Scope of Services,” of the RFP.

Q: May we please have a copy of Manatee County’s “*electronic monitoring rules*” included with the answers to vendor questions?

A: Please refer to Section E, “Scope of Services,” of the RFP.

Q: Will Manatee County reject or score down proposals for unproven systems with less one (1) year tenure under a paying government contract?

A: Please refer to Section B, “Form of Proposal,” and Section C, “Selection,” of the RFP.

Q: Is this contract term three (3) years or a one (1) year plus two (2) optional one-year renewals? Are there any additional optional renewals beyond the initial three years (example: is this a 3 year initial term plus two (2) optional 1-year renewals)?

A: Please refer to Section E.01, “Background and Introduction,” of the RFP.

Q: Does Manatee County have a preference for 1-piece or multi-piece GPS configuration and if so which one? If not, will Manatee County evaluate equally, proposals for either configuration so long as the vendor replies to the Scope of Services indicating how their proposed configuration addresses the overall objectives?

A: The County has no preference at this time; please refer to Section C, “Selection,” of the RFP.

Q: How will the County evaluate proposals that propose alternate methodology than what is specified in “*shall*” or “*must*” requirements, yet accomplish the same overall objective? Will these proposals be rejected in their entirety and not evaluated or will they be evaluated and scored in the evaluation criteria?

A: Please refer to Section C, “Selection,” of the RFP.

Q: Does the incumbent contractor provide services in/at County offices?

A: No.

Q: Does the incumbent contractor provide services at a local Contractor office? Is it a mandatory requirement for the contractor to have a local office?

A: No.

Q: Is the County willing to provide a small space such as for a two chairs and an electrical outlet for Contractor's use to perform installations/retrievals at the three mentioned facilities or other County location?

A: The need for office space may be determined at time of contract negotiations.

Q: Where do installations presently occur? The RFP calls out three (3) County locations where installation may occur. May we please have a listing showing the number of installs per week or month for each?

A: Ninety-five percent of the installations occur at the offender's home and the balance at County locations.

Q: Where will installations be conducted?

A: Will be determined by the successful Proposer if it is a cellular system; home devices will be installed at the offender's home.

Q: If vendor's are required to perform installations at the participant's home, what programmatic circumstances does the participant face that will ensure that the participant stays home until the installer arrives? Is Manatee County willing to accept a cost for installation visits where participants are not home (no shows) or may the contractor charge the participant for no shows?

A: Currently, offenders cannot be released until the system is in place; the County will not pay for no shows, however, the successful Proposer may charge the offender for no shows.

Q: How would the contractor be provided with the request for installation (phone?, fax?, e-mail?, electronic data transfer?)

A: Determined by what method is the fastest.

Q: What days of the week and hours of the day would new referrals occur (M-F, 8-5?) What is an acceptable time frame from referral to installation?

A: Seven (7) days per week, twenty-four (24) hours per day.

Q: Will you please clarify in your answer if they are "hours" or "business hours"? If a referral occurred Friday at 2PM would the install require to be completed Monday at 2PM or Saturday at 2PM?

A: Installation shall need to be completed as soon as all requirements are in place.

Q: If different participants of different risk levels warrant different installation timelines, will you please define each and provide a general percentage of the overall participant population of each?

A: Not applicable.

Q: Who would be responsible for service calls on equipment and during what days of the week/hours of the day would service calls be required?

A: The successful Proposer.

Q: Where do equipment service/replacements occur?

A: Depends on the equipment and the nature of the problem.

Q: What is an acceptable time frame from referral to service call?

A: Please refer Section E, "Scope of Services," of the RFP.

Q: Are installations required on weekends? If so at what regularity, volume and during what hours?

A: Yes, as determined by the Court.

Q: What events would warrant officer involvement at the participant's home?

A: Absconding.

Q: What events would warrant vendor involvement at the participant's home?

A: Equipment problems.

Q: Are there any Manatee County offices where officers would continue to install units (such as remote locations with minimal/irregular EM usage?)

A: No.

Q: What specific events would necessitate the contractor installer at the participant home and does the officer accompany the installer for each?

A: Installation; the installer will not be accompanied by an officer.

Q: How many total installations are processed each month?

A: There are currently approximately three (3) installations each month.

Q: How many weekend installations are processed each month?

A: There are currently approximately two (2) weekend installations each month.

Q: How many terminations (inclusive of compliant and non-compliant) occur each month?

A: There are currently approximately three (3) terminations occurring each month.

Q: Is participant return of the equipment to a Manatee County office with contractor routine retrieval at these offices, a condition of the participant's compliant completion of the program?

A: Yes.

Q: How many retrievals are processed each month at the participant's home?

A: There are currently approximately two (2) retrievals processed each month at a participant's home.

Q: How many participants return receivers and transmitters to the Manatee County office each month?

A: There are currently approximately two (2) receivers and transmitters returned each month.

Q: Who would be responsible to investigate equipment tampers?

A: County Probation.

Q: Approximately how many County staff is to be trained?

A: Fifteen (15).

Q: How frequently is County training anticipated to be required?

A: Annually.

Q: Is training conducted at County facilities?

A: Yes.

Q: With regard to "*site where the equipment is used*" - How many total sites are there? Are these the three sites identified in the RFP?

A: Please refer to Section E, "Scope of Services," of the RFP.

Q: What overall percentage of onsite spares does Manatee County require?

A: Please refer to Section E, "Scope of Services," of the RFP.

Q: May vendors include 15% percent spares in their base proposal prices and independently quote a per-unit price for additional spares if the County requires carrying excess spares above this 15%?

A: Yes.

Q: Are participants violated from the programs for losing, stealing, or damaging the equipment? If not, will the County consider adopting this policy to mitigate excess losses and uncontrollable costs?

A: No; yes.

Q: Under the incumbent contract, who covers the cost for replacing lost, damaged, and stolen equipment and what percentage (if any) of annual replacements is included at no additional cost?

A: The incumbent vendor.

Q: What are the historical volumes of lost/damaged/stolen equipment last year?

A: Approximately less than one percent (1%).

Q: May vendors include a base percentage of 5% replacements for lost, damaged and stolen equipment in their primary price proposals and additionally list the per component price for replacing lost, damaged, and stolen equipment?

A: Yes.

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All other terms and conditions of the original Request For Proposal remain unchanged.

If you have submitted a proposal prior to receiving this addendum, you may request in writing that your original, sealed proposal be returned to your firm. All sealed Proposals received will be opened on the date stated.

Sincerely,

MANATEE COUNTY



Dennis W. Wallace

Procurement Contracts and Buyer Manager

ELECTRONIC MONITORING AGREEMENT

THIS AGREEMENT is entered into by and between GUARDIAN TECHNOLOGIES, INC., a Colorado corporation, with offices at 5200 Fields Ertel Road, Cincinnati, OH 45249 (hereinafter referred to as "GUARDIAN"), and MANATEE COUNTY, a political subdivision of the State of Florida, with offices at 1112 Manatee Avenue West, Bradenton, FL 34205 (hereinafter referred to as "the COUNTY").

WITNESSETH

WHEREAS, GUARDIAN is a provider of certain electronic monitoring devices (hereinafter referred to as "Systems") and monitoring services (hereinafter referred to as "Services"); and

WHEREAS, the COUNTY wishes to have GUARDIAN'S Systems and Services available for use in monitoring the activities of certain individuals, as designated by the criminal courts system (singularly a "User" and collectively the "Users").

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises contained herein, the parties agree as follows:

1. GUARDIAN will provide Systems and Services for use by the COUNTY for periods of ten (10) days or more at the rates set forth in Schedule "A" attached. Lesser periods will require a rate adjustment, if such rate adjustment is set forth in Schedule "A" attached.

2. This Agreement shall commence upon the date of full execution and shall continue for a period of one (1) year. This Agreement shall automatically be renewed for additional one (1) year periods unless either party shall give thirty (30) days' written notice to the other party of its intention not to renew at the end of the initial term or any renewal term.

3. Prior to GUARDIAN'S provision of Systems and Services to a User, such User must agree to provide telephone communication access to the location at which the COUNTY determines to have the Users' presence monitored and, if the telephone system within such location requires restoration to normal usage level, the User must, at his/her sole expense, effect such restoration.

4. Fees for the provision of Systems and/or Services shall be billed to the COUNTY monthly, based on User activity during the prior month. GUARDIAN shall provide to the COUNTY a statement of activity billed, including User name and the begin and end dates of Services for each User. The COUNTY shall be entitled to an inventory of Systems in excess of Systems actively in use during a given month, at no charge, as follows:

- (a) for 1 to 49 active Systems -- a 20% excess of non-active Systems will be allowed, at no charge, provided that the excess inventory shall not exceed five (5) Systems; and
- (b) for 50 or more active Systems -- a 10% excess of non-active Systems will be allowed, at no charge.

Subsequent to the first full month of billing, Systems in possession of, and available for use by, the COUNTY in excess of such allowances will be billed at the "Systems Only" rate as outlined in Schedule "A" attached.

The COUNTY shall be entitled to return Systems in excess of the above allowances to GUARDIAN, to avoid "Systems Only" charges.

For purposes of determining inventory levels at the COUNTY, Systems shall be deemed in the possession of, and available for use by, the COUNTY from the date of shipment from GUARDIAN to the COUNTY, plus two (2) days, until such date the System is received back by GUARDIAN, less two (2) days.

Payment of invoices shall be made to GUARDIAN by the COUNTY thirty (30) days after receipt thereof.

5. Delivery dates of the Systems shall be as agreed between the parties. GUARDIAN shall bear all costs of shipping Systems to and from the COUNTY.

6. GUARDIAN agrees to have available for use by the COUNTY, in addition to the stock of Systems, alcohol sensor heads to permit rotation of such heads into User sites, thereby providing uninterruptible service despite calibration requirements. The rotation of sensor heads will be the responsibility of the COUNTY or its agent. GUARDIAN will bear the cost of sensor head recalibration, normal maintenance and repair expenses, and all associated shipping costs related to such sensor heads.

7. The COUNTY agrees to furnish, and GUARDIAN or its authorized agent agrees to train, personnel who will be responsible for the installation of Systems and the initiation of Services. Installation and initiation will include, but not be limited to:

- (a) The installation of a System in the Users' home and fitting the User with the System's body-mounted transmitter; and
- (b) The transmittal to GUARDIAN or its authorized agent of required information regarding the User and the User's location.

8. A System consists of:

- (a) A body-mounted transmitter device with built-in, anti-tamper circuitry which transmits a signal to a home monitoring unit; and
- (b) A home monitoring unit which receives the signal from the body-mounted transmitter and relays the data over telephone lines to a host computer in a Monitoring Center; and
- (c) A device which performs voice verification of the User's identity, if requested by the COUNTY; and
- (d) A device which tests for alcohol use, if requested by the COUNTY.

9. The Services shall include a 24-hour, seven-days-per-week staffed Monitoring Center with trained personnel who will:

- (a) Continually monitor the Systems for proper operation; and
- (b) Report to the persons specified by the COUNTY IN writing (at specified telephone numbers), within the time periods specified by the COUNTY in writing, all occasions when the Services indicate that a User has tampered with the System, is not within the range of the home monitoring unit or, if the COUNTY has requested voice verification and/or breath alcohol testing, all occasions when the Services indicate that the User has failed a voice and/or breath alcohol test; and
- (c) Provide other reports as agreed upon with the COUNTY.

If requested by the COUNTY, in writing, GUARDIAN will provide daily reports of User activity by the use of a facsimile transmission system. The receiving facsimile transmission device will be provided by the COUNTY.

10. GUARDIAN shall furnish full maintenance of, and supplies for, the Systems at no extra charge, including without limitation:

- (a) All replacement parts necessary to transfer Systems from one User to another; and
- (b) Prompt replacement of defective or damaged Systems.

Charges for misuse or loss of equipment by a User shall be billed to the User. The COUNTY agrees to assist GUARDIAN, to the extent possible, to recover such charges from Users.

11. The COUNTY understands and agrees that GUARDIAN has no control over the selection of Users assigned to the Systems and, other than reporting violations detected by the Services, has no control over and does not assume any responsibility for the actions of those Users. Further, the COUNTY agrees to notify GUARDIAN, in writing, of each User to be placed on the Systems and to place only those Users who have been court ordered onto the Systems pursuant to an order which contains the provisions attached as Schedule "B." The COUNTY will, at the request of GUARDIAN, promptly provide copies of such Orders to GUARDIAN.

12. Notwithstanding the provisions of Paragraph 2 hereof, the COUNTY reserves the option of terminating this Agreement, upon thirty (30) days written notice, in the event that the COUNTY'S budgeted funds for the Electronic Monitoring/Home Detention Program are exhausted.

IN WITNESS WHEREOF, the parties have executed this Electronic Monitoring Agreement this 2nd day of October, 1990.

GUARDIAN TECHNOLOGIES, INC.

Witnesses:

Grady Wainwright
Robin A. Kash

By: Jason Knoll

Jason Knoll
General Manager

Date: 10/9/90

MANATEE COUNTY, FLORIDA
by its Board of County
Commissioners

Attest: R. B. SHORE
Clerk of Circuit Court

By: Kenneth H. Glass

Chairman

Date: 10/2/90

SCHEDULE "A"

SYSTEMS AND SERVICES

Radio frequency home monitoring unit
with monitoring service

\$6.00/day per
active User

Radio frequency home monitoring unit
with voice verification and
alcohol testing capabilities
with monitoring service

\$9.00/day
per active User

NOTE: If any of the above Systems and Services are
ordered for use for less than ten (10) days, there
shall be an additional one-time charge per User of
\$20.

SYSTEMS ONLY

Radio frequency home monitoring unit

\$4.00/day per
System

Radio frequency home monitoring unit
with voice verification and
alcohol testing capabilities

\$7.00/day per
System

SCHEDULE "B"

IN THE CIRCUIT/COUNTY COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR MANATEE COUNTY, FLORIDA

STATE OF FLORIDA,

Plaintiff,

v.

CASE NO. _____

Defendant.

AGREEMENT AND ORDER OF REFERRAL TO ELECTRONIC MONITORING/
HOME DETENTION PROGRAM

AGREEMENT

I, _____, agree to voluntarily participate in the Electronic Monitoring/Home Detention Program while assigned to the _____. I further agree to the conditions enumerated below.

1. I agree to remain at _____, telephone number _____, at all times except at those times approved by _____, my Home Detention Coordinator. I will not leave my residence at any other time except in case of a life-threatening emergency. I understand that I will be required to furnish documentation and verify any emergency departure from my schedule.
2. The duration of my home detention is from _____ to _____.
3. I know that my curfew restrictions will be enforced by the use of computer technology. To insure compliance, I will be monitored by a tamper-proof, non-removable ankle bracelet which I agree to wear 24 hours a day during the entire period of my home detention. I understand that this monitoring will be accomplished by a receiver attached to my residence telephone connected electronically by common carrier to a computer at Guardian Technologies, Inc. The curfew restrictions may also be monitored by telephone calls and personal visits to my home by my Home Detention Coordinator, employees of Manatee County, and/or agents of Guardian Technologies, Inc. In addition, my activities may be monitored by a voice verification device and/or an alcohol breath-testing device.

4. I understand that the purpose of the monitoring equipment is to report my curfew compliance. I acknowledge that the loss of a receiving signal, the receipt of a tamper signal, or the receipt of a signal indicating absence from the home may be a violation of my detention agreement. In addition, I understand that any physical evidence indicating that the monitoring device(s) has/have been tampered with or removed may constitute a violation of my detention agreement. Furthermore, I realize that I cannot go beyond 150 feet from the receiver (telephone) or a violation will be detected. I further acknowledge that my failure to pass a voice verification test or an alcohol breath test may also constitute a violation of my detention agreement.
5. I know that it will be necessary for the monitoring device(s) to be attached to my residence telephone and that it may be necessary during the period of my home detention for persons to maintain or inspect the installation of this/these device(s). I agree to allow employees and agents of Manatee County, and/or Guardian Technologies, Inc., into my home to inspect and maintain the monitoring device(s), as necessary.
6. I agree to hang up the telephone immediately when I hear a clicking sound caused by the receiver/dialer and will inform my party that I will call back in five (5) minutes. If this is not done, I may be in violation of this Agreement.
7. I understand that I will be held responsible for any damage, other than normal wear, to the equipment. If I do not return the equipment, or do not return it in good condition, I may be charged for repair or replacement. If I fail to do so, I am subject to prosecution.
8. I agree that the State of Florida, the County of Manatee, the company providing the equipment and their respective agents and employees, are not liable for any damages incurred as a result of my wearing or tampering with the monitoring device(s) and that any damages associated with my wearing or tampering with the monitoring device(s) are a result of my own negligence.
9. I agree that the County of Manatee and the State of Florida have no responsibility to provide food, shelter, clothing, or medical and dental care to me during the period of my home detention.

10. Any expenses of telephone calls and electricity that may be incurred to monitor the electronic device shall be at my own expense.
11. I will report any problems with the equipment immediately to telephone number _____.
12. I will be charged a flat, per week fee, which must be paid in weekly installments, in advance of actual service provision. In my case, this weekly fee will be \$_____. If I fail to otherwise make regular advance payments, I will be in violation of this detention agreement. I will make my advance weekly payments to _____.
13. I acknowledge that the Electronic Monitoring/Home Detention Program has been explained to me and I have chosen to participate in the Program. Any violation of this Agreement by me may result in my home detention program being terminated and my being returned to incarceration.

I have received a copy of these conditions and have read them carefully and have a full understanding of them. I understand that if I violate these conditions, the Court may revoke my participation in the Electronic Monitoring/Home Detention Program with or without notice being provided to me.

Defendant

Witness

Date

Date

ORDER

THIS CAUSE having come before the Court and the Court being fully advised in the premises, it is **ORDERED AND ADJUDGED** that the Defendant in the above-styled action is hereby referred to the Electronic Monitoring/Home Detention Program, subject to all of the foregoing conditions.

DONE AND ORDERED this _____ day of _____,
19__, in Bradenton, Manatee County, Florida.

JUDGE OF THE CIRCUIT/COUNTY COURT