



## Request for Proposal

Boone County Purchasing  
601 E. Walnut Street, Room 209  
Columbia, Missouri 65201

**Heather Turner, CPPB, Buyer**  
Phone: (573) 886-4392 Fax: (573) 886-4390  
E-mail: hturner@boonecountymo.org

Proposal Number: 55-27SEP05  
Commodity Title: **ELECTRONIC MONITORING SERVICES & EQUIPMENT**

**DIRECT PROPOSAL FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

**Proposal Submission & Opening Address and Deadline**  
Day / Date: **TUESDAY – September 27, 2005**  
Time: **1:30 P.M. C.S.T. (No late proposals will be accepted)**  
Location / Mail Address: Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 209  
Columbia, MO 65201  
Directions: The Johnson Building is located on the Northeast corner at 6<sup>th</sup> Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

**Proposal Contents**  
1.0: Instructions and General Conditions  
2.0: Introduction and General Information  
3.0: Specifications  
4.0: Proposal Submission Information  
5.0: Response Page  
Exhibit A Prior Experience



## NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

**BID #: 55-27SEP05 Electronic Monitoring Services & Equipment**

Sealed proposals will be accepted until **1:30 p.m. on Tuesday, September 27, 2005** in the Boone County Purchasing Office, Boone County Johnson Building, Room 209, 601 E. Walnut Street, Columbia, MO 65201.

Specifications are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4392; fax (573) 886-4390 or e-mail: [hturner@boonecountymo.org](mailto:hturner@boonecountymo.org). Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com>.

Heather Turner, CPPB  
Buyer, Purchasing

Insertion: August 24, 2004  
COLUMBIA MISSOURIAN



## 1. INSTRUCTIONS AND GENERAL CONDITIONS

1.1 **Delivery of Proposals:** Sealed proposals, subject to Instructions and General Conditions of Bidding and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with the material and/or supplies, equipment or services as detailed in the following proposal.

- a) **Proposal Closing:** All proposals shall be delivered before 1:30 P.M., C.S.T., on Tuesday, September 27, 2005 to:
- Boone County Purchasing Department  
Heather Turner, CPPB, Buyer  
601 E. Walnut Street, Room 209  
Columbia, Missouri 65201-4460
- b) The County will not accept any proposals received after 1:30 P.M. and shall return such late proposals to the Offeror.
- c) Offerors must submit one (1) original, and five (5) numbered copies of the proposal (total of six). Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return *Response Page* and note your reason. No fax or electronic transmitted proposals will be accepted.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal.

### 1.2 . **Evaluation of Proposals (Procedure):**

- a) The County will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, Offerors should exercise particular care in reviewing the Proposal Format required for this RFP.

- b) The evaluation committee shall then score all proposals based upon the evaluation factors detailed herein. Upon completion of the scoring, the committee may recommend short listing the proposals that are potentially acceptable.
- c) At this point, the County may request presentations by Offerors, negotiate with Offerors through best and final offers, and conduct detailed reference checks on the short listed offerors.
- d) The County reserves the right to contact any and all references to obtain, without limitation, information regarding the Offeror's performance on previous projects. A uniform sample of references will be checked for each short-listed Offeror.
- e) The County reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
- f) Receipt of a proposal by the County or a submission of a proposal to the County offers no rights upon the Offeror nor obligates the County in any manner.
- g) No negotiations, decisions, or actions shall be initiated by any firm as a result of any verbal discussion with any County employee prior to the opening of responses to the Request for Proposal. Boone County reserves the right to select the Offeror which best meets its goals and objectives, needs, fiscal constraints, quality levels and service expectations.

### **1.3 Ambiguity, Conflict, or Other Errors in the RFP:**

- a) If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, they shall immediately notify the Purchasing Department of such error in writing and request modification or clarification of the document. The County will make modifications by issuing a written addendum and will give written notice to all parties who have received this RFP from the County.
- b) The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.
- c) Implied Requirements: Products and services that are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the Offeror, shall be included in the proposal.
- d) The County will not be liable in any way for any costs incurred by any Offeror in the preparation of their proposal in response to this RFP, nor for the presentation of their proposal and/or participation in any discussions or negotiations.

- 1.4 **Rejection of Proposals:** The right is reserved to accept or reject in whole or in part any or all proposals submitted, to waive technicalities, and to accept the offer the County considers the most advantageous to the County. Further, the County shall reject the proposal of any Offeror that is determined to be non-responsive. The unreasonable failure of an Offeror to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.
- 1.5 **Acceptance of Proposals:** The County will accept all proposals that are submitted properly. However, the County reserves the right to request clarifications or corrections to proposals.
- 1.6 **Requests for Clarification of Proposals:** Requests by the Department for clarification of proposals shall be in writing.
- 1.7 **Validity of Proposals:** Offeror should state how many days or months proposals remain valid beyond the 120 days minimum.
- 1.8 **Receipt and Opening of Advertised, Sealed Proposals:** The Offeror(s) and public are invited, but not required, to attend the formal opening of proposals. Offeror(s) names only will be read aloud to the public. No decisions related to an award of a contract or creation of any contractual or lease relationship, or purchase order will be made at the opening.
- a. Information provided in your response will be considered proprietary and will not be divulged during the selection process. Following contract execution, ownership of all data, materials and documentation originated and prepared for the County pursuant to this RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Missouri Sunshine Law. All proposals and tabulation sheets are kept by the County for a period of time established by regulation or statutes after the award is made and are available for inspection at any time during regular working hours.
  - b. Proposals will be opened in the Boone County Purchasing Department on Tuesday, September 27, 2005 at 1:30 P.M., C.S.T. located at the following address:

Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut Street, Room 213  
Columbia, Missouri 65201

**1.9 Withdrawal of Proposals:** Proposals may be withdrawn without prejudice any time before the deadline for receipt of proposals. If a mistake or error is discovered by the Offeror or by the County after the proposal opening, the County has the right to call this error to the Offeror's attention and request verifications of the proposal. If the Offeror acknowledges the mistake and requests relief, the County will proceed in the following manner:

- a. **Withdrawal:** Permission to allow an Offeror to withdraw their proposal without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest Offeror and of the other Offerors, an Offeror may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.

**1.10. Contract Award:** A contractual agreement will be negotiated with the successful offeror.

**1.11. Contract Period:** The contract will begin on the date of award and continue through December 31, 2007. It shall be subject to renewal for four (4) additional years, one (1) year at a time. After the completion of the fifth term, this Agreement will continue on a month-to-month basis until either party terminates this Agreement by providing the other party with 30 days prior written notice.

**1.12. Pricing:** The subsequent contract will be a firm-fixed price contract. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling requirements for the duration of this contract.

**1.13. Notification of Award:** Services are not to begin until receipt of Notification of Award or other notification by the County Purchasing Director to proceed. Performance time and dates are determined solely by the contract and any modification thereto.

**1.14. No Guarantee of Quantities:** The County of Boone does not guarantee any amount of service under the contract.

**1.15. Disputes:** Should disputes, alternatives or other disagreements related to the performance of the work herein described arise between the County and the contractor, the parties hereto shall negotiate in good faith in an attempt to resolve same; such negotiation shall be a condition precedent to any remedy at law.

**1.16. Conflict of Interest:** The offeror certifies that to the best of their knowledge no employee of the County, nor any member thereof, nor any public agency or official effected by this Agreement that results from this RFP, has any pecuniary interest in the business of the offeror, and that no person associated with the offeror has any interest that would conflict in any manner with the performance of the agreement.

**1.17. Compliance With Laws:** The contractor shall at all times observe and comply with all Federal, State of Missouri and County ordinances and regulations which may in any manner affect the performance of this Agreement.



## **2. INTRODUCTION AND GENERAL INFORMATION**

### **2.1 Introduction:**

2.1.1 This document constitutes a request for competitive, sealed proposals for **Electronic Monitoring Services & Equipment**, as set forth herein.

2.1.2 Organization – This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Specifications
- 4) Proposal Submission Information
- 5) Response Page
- 6) Exhibit A – Prior Experience

### **2.2. Guideline for Written Questions:**

2.2.1 All questions regarding this Request for Proposal shall be submitted in writing no later than 5:00 p.m., September 16, 2005. All questions must be mailed, faxed or e-mailed to the attention of Heather Turner, CPPB, Buyer, Boone County Purchasing. No verbal responses to questions will be given prior to or following the pre-proposal conference. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet.

- a. Heather Turner, CPPB  
Buyer, Purchasing  
601 E. Walnut Street, Room 209  
Columbia, Missouri 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390  
E-mail: [hturner@boonecountymo.org](mailto:hturner@boonecountymo.org)





### 3. SPECIFICATIONS

#### 3.1 Scope of Services:

- 3.1.1. The purpose of this Request for Proposal is to enter into a contract with a qualified firm for the provision of **Electronic Monitoring Services and Equipment** for the County of Boone – Missouri. The terms “Court”, “the Courts”, etc. are used throughout this RFP and shall be interpreted as the Thirteenth Judicial Court in full. This shall include Boone County Adult Court Services and Family Court Services as well as Callaway County Adult Court Services and Family Court Services.
- 3.1.2. Minimum Equipment: The contractor must provide central monitoring services and software, electronic monitoring units capable of active and passive monitoring including straps, batteries, and tools for installation of transmitters, and voice verification monitoring services.
  - a. The contractor shall provide all software necessary to allow Court personnel to manage client’s data and schedule through the use of a Web browser.
- 3.1.3. Optional Equipment: If requested by the Courts, the contractor must provide the following optional equipment: drive by unit; caseload management software for electronic transmissions; wrist transmitters capable of monitoring clients from any telephone; and alcohol monitoring verification.

#### 3.2 Electronic Monitoring Services Requirements:

- 3.2.1. The contractor must offer a multi-integrated Electronic Monitoring System to primarily monitor, check, and verify that participants remain at home during specified time periods. It shall automatically follow-up to confirm incidents and shall report violations of curfew schedules, equipment status and other functions deemed appropriate. The Courts estimate thirty-five (35) to fifty (50) participants per month.
  - a. The contractor shall ensure that the traditional radio frequency monitoring system will work without a telephone line by utilizing a cellular unit provided by the contractor.
- 3.2.2. The contractor’s services shall be immediately available via the contractor’s own central computer system and software, equal to those specified herein, and located at the contractor’s monitoring facility.

- 3.2.3. The contractor's services shall be dedicated solely to the purpose of electronic monitoring programs under the supervision of the criminal justice system.
- 3.2.4. Upon award, the contractor shall provide a written policy and procedure manual that details the operations of the monitoring center facility as well as monitoring services and support staff.
- 3.2.5. The contractor shall provide toll free telephone lines for all communication to and from the participant's home and monitoring center facility.
- 3.2.6. The contractor shall provide a toll free telephone line for both operational help and technical support.
- 3.2.7. The contractor shall have monitoring center staff physically present 24 hours a day, seven days a week, including all holidays.
- 3.2.8. The contractor's staff shall be fully trained by the original equipment manufacturer in all operations of the monitoring center systems, operations, policies and procedures.
- 3.2.9. The contractor's services shall be available 24 hours a day, seven days a week for all participants in the program.
- 3.2.10. The contractor shall designate a representative who will act as contact and as primary liaison with a designated Court representative. The representative will also be able to make significant decisions for the contractor regarding the operation of monitoring services for a designated Court representative.
- 3.2.11. The contractor shall provide all services associated with monitoring and reporting participant activities.
- 3.2.12. Data Entry and Changes – The contractor shall enter all computer, demographic, curfew, and system configuration data for each participant. Additionally, the contractor shall maintain census information for statistical compilation.
- 3.2.13. Data Termination – The contractor shall maintain a record of all data compiled during each participant's term of electronic monitoring. If requested by a designated Court representative, the report shall be printed at the time of the participant's termination from the program.
- 3.2.14. Data/Voice Transmission – The contractor shall monitor and record participant activity data and voice responses when it is transmitted to and from the home telephone receiver and/or monitor to the computer central station.

- 3.2.15. Violations – The contractor shall notify the appropriate designated Court representative of participant incidents. The contractor shall provide a system that allows for notification parameters to be pre-programmed on a per-participant, per staff, per office, or per agency basis. Notification shall be made via pager, telephone call, or hard copy report and shall be pre-programmed to occur automatically per incident without the need for human intervention, on an immediate, next day, next business day, or upon request basis.
- 3.2.16. The contractor shall have a notification policy for participant violations that is flexible and allows a designated Court representative to establish multiple levels of security.
- 3.2.17. The contractor must have the capability to immediately and accurately confirm incidents prior to notifying a designated Court representative.
- 3.2.18. The contractor shall have the capability of transmitting reports and incidents by a pager, remote printer, facsimile, telephone, electronic mail, and direct mail.
- 3.2.19. The contractor shall have an adjustable policy to meet the notification intervals desired by a designated Court representative. All incident reporting intervals shall be pre-determined by written request of a designated Court representative. A designated Court representative shall choose any level for any breakdown of its caseload and further may change any participant's notification level at will.

### **3.3 Electronic Monitoring Devices – Radio Transmitter and Passive Identifier Minimum Equipment Technical Requirements**

- 3.3.1. Appropriate monitoring devices proposed shall be the type that are attached to each participant and easily installed in the home by the participant as well as Court staff.
- 3.3.2. The identification device shall be comfortably worn on the wrist or ankle of the participants.
- 3.3.3. The device must be capable of being securely attached to the participant in such a manner that efforts to tamper with or remove the device are detectable by the Electronic Monitoring Unit Receiver.
- 3.3.4. The device must attach to the transmitter and around the wrist or ankle of the participant in an interlocking manner with the minimum need for clips, screws, nuts, fasteners or other small parts.
- 3.3.5. The device must be small, lightweight, and not pose a health hazard nor unduly restrict the activities of the participant.
- 3.3.6. The device must be shock resistant, water and moisture proof, and function reliably under normal atmospheric and environmental conditions.

- 3.3.7. The device shall contain a transmitter with a coded radio signal that is unique to the individual to whom it is attached.
- 3.3.8. The transmitter shall emit a coded radio signal at least once every ten seconds during the operating life of the battery.
- 3.3.9. The transmitter signal shall not have the same coding scheme or radio frequency used by any commercial or consumer available products and shall be designed to discourage tracing and duplication of the signal.
- 3.3.10. The transmitter shall incorporate a minimum of two technologies to sense and report that the transmitter device is removed from the participant. This shall include detection of removal when the transmitter strap has not been cut. The tamper alert signal shall continue until the device has been properly reset by an authorized person.
- 3.3.11. The transmitter shall be battery powered and must be equipped with a battery warning time allowance.
- 3.3.12. The device shall also contain a totally passive identifier module which is uniquely coded to the participant to whom it is attached.
- 3.3.13. The passive identifier module shall be used to automatically confirm presence prior to reporting out of range violations of curfew schedules, equipment status, and other functions as deemed appropriate.
- 3.3.14. The contractor must supply all equipment accessories including straps, batteries, and latches.

### **3.4 Electronic Monitoring Unit Receiver Minimum Technical Requirements**

- 3.4.1. The contractor shall provide an Electronic Monitoring Unit Receiver to be located in the central part of a participant's home that shall continuously monitor the participant's transmitter.
- 3.4.2. Unit shall be capable of full communications to the central computer system through standard telephone lines.
- 3.4.3. Unit and transmitter shall have staff selectable range settings of 35 to 150 feet. These range settings shall be selectable on a per participant basis via the central computer without requiring staff to go to the participant's home, nor come in contact with the Electronic Monitoring Unit.
- 3.4.4. Unit shall be capable of passive offender monitoring with or without the use of a phone line.

- 3.4.5. Unit shall detect and store, with date/time, the following events as a minimum, and properly communicate them to the central computer.
- Arrival of transmitter within the range of the Electronic Monitoring Unit Receiver.
  - Departure of transmitter out of range of the Electronic Monitoring Unit Receiver after a preset programmable time interval.
  - Removal of the transmitter from the participant, regardless of whether the transmitter strap has been cut.
  - Loss of, then, restoration of electrical power.
  - Loss of, then, restoration of the telephone service.
  - Low battery warnings of transmitter and/or receiver within a minimum of four-day allowance.
  - Tampering of receiver by attempts to open housing.
  - Movement or relocation of the Electronic Monitoring Unit Receiver during supervision.
- 3.4.6. Unit shall not pose a health or safety hazard to the participant or others and shall function reliably under normal household environmental and atmospheric conditions.
- 3.4.7. Unit shall incorporate an internal antenna to eliminate the possibility of tampering.
- 3.4.8. Unit shall be capable of being installed and made operational by the participant or staff, following instructions provided by the contractor.
- 3.4.9. Unit shall be powered by the home's electrical power. In the event of a power loss or disconnection of power by the participant, the unit back-up battery shall provide a minimum of 24 hours continuous operating power for all functions. The back-up battery shall be automatically rechargeable by restoration of power.
- 3.4.10. Unit shall incorporate a diagnostic feature for use by staff to confirm actual range of the participant's monitoring area, and proper operation of Electronic Monitoring Unit equipment. Unit shall have a key switch to disable this feature during ongoing supervision, eliminating the potential for access to the diagnostic feature when staff is not present.
- 3.4.11. During periods where no activity has been detected, the Unit shall automatically report to the central computer that equipment is connected and functioning properly and the status of the participant's presence. The length of these periods shall be staff

selectable on a per participant basis from the central computer, without requiring staff to go to the participant's home or come in contact with the Electronic Monitoring Unit.

- 3.4.12. Electrical surge protectors shall be built-in for connecting power and communication lines.

### **3.5 Voice Verification System Minimum Service Requirements**

- 3.5.1. The contractor shall provide a Voice Verification System to verify client location at various intervals throughout the day. The Court estimates number of participants to be thirty five (35) to fifty (50) per month.
- 3.5.2. System shall provide voice verification with 97-98% accuracy and without any supplemental caller interaction or use of any password.
- 3.5.3. System must establish the voice template within five (5) minutes of connected call from any phone.
- 3.5.4. After establishment of voice template, all subsequent voice verification(s) shall be completed within two (2) minutes of connected call.
- 3.5.5. System shall report any infractions to Court staff within three (3) minutes of infraction.
- 3.5.6. The Court prefers a system that allows Court staff immediate access to all offender records at any time, twenty-four (24) hours a day, seven (7) days a week by remote terminal. Terminal may be provided by the contractor.
- 3.5.7. System shall provide the Court with daily activity reports. The Court prefers a system that allows this information to be downloaded to a remote terminal.
- 3.5.8. System proposed shall be flexible to allow random and/or predetermined time and/or location verification.
- 3.5.9. System proposed shall be flexible to allow customized scheduling to fit the offender's supervision level. The Court prefers a system that will allow a range of calls from three (3) to twenty (20) calls per day.
- 3.5.10. The Court reserves the right to adjust the number of calls per day, per participant as needed and as requested.
- 3.5.11. The contractor shall have monitoring center staff physically present 24 hours a day, seven days a week, including all holidays.

3.5.12. The contractor shall provide all necessary software and/or hardware at no additional cost to the Court.

### 3.5.13. Alternative Service Options

#### 3.5.13.1. Voice Verification System(s) utilizing a paging system.

- Contractor shall provide the required paging equipment.
- Contractor shall provide a toll free telephone number(s) to be utilized with this system.
- Pagers must be “cloaked” so they can only be accessed by the host computer.

#### 3.5.13.2. Voice Messaging Center

- A system that allows participants to receive voice messages from Court staff only after voice verification has been made.

## **3.6 Breath Alcohol Tester Minimum Service Requirements**

3.6.1. The contractor shall provide a Breath Alcohol Tester to accurately measure breath alcohol level. The Court estimates number of participants to be five (5) to ten (10) per month.

3.6.2. System shall provide breath alcohol testing within 5% accuracy.

3.6.3. System must have a one-button operation and meet hygiene standards.

3.6.4. System must not give any indication of the test result to participant.

3.6.5. System shall report any infractions to Court staff within three (3) minutes of infraction.

3.6.6. The Court prefers a system that allows Court staff immediate access to all offender records at any time, twenty-four (24) hours a day, seven (7) days a week by remote terminal. Terminal may be provided by the contractor.

3.6.7. System shall provide the Court with daily activity reports. The Court prefers a system that allows this information to be downloaded to a remote terminal.

3.6.8. System proposed shall be flexible to allow random and/or predetermined time and/or location verification.

- 3.6.9. System proposed shall be flexible to allow customized scheduling to fit the offender's supervision level. The Court prefers a system that will allow a range of calls from three (3) to twenty (20) calls per day.
- 3.6.10. The Court reserves the right to adjust the number of calls per day, per participant as needed and as requested.
- 3.6.11. The contractor shall have monitoring center staff physically present 24 hours a day, seven days a week, including all holidays.
- 3.6.12. The contractor shall provide all necessary software and/or hardware at no additional cost to the Court.

### **3.7 Global Positioning System (GPS) Requirements**

- 3.7.1. The contractor shall monitor clients using passive and/or active GPS technology. This technology shall monitor the movement of each client and report such movement every minute to ten minutes.
- 3.7.2. The contractor's GPS system shall allow the Court to use exclusive and inclusive zones for violation reporting.
- 3.7.3. The transmitter and tracking device must be no further than 75 feet apart when a client is away from the base station.

### **3.8 General Information and Requirements**

- 3.8.1. All equipment must be new, unused. Used or refurbished equipment will not be considered and will warrant grounds for disqualification.
- 3.8.2. The contractor must provide written instructions and all necessary tools required and related to the equipment described in this request.
- 3.8.3. Equipment and devices provided shall be properly registered under part 69 and certified under part 15 of the Federal Communications Commission Rules and Regulations.
- 3.8.4. The contractor must insure that systems used to provide monitoring services are 100% redundant with adequate back up systems to provide continuous service at all times.

### **3.9 Contractor Responsibilities**

- 3.9.1. The contractor shall provide all necessary tools, straps, and other accessories (including battery replacements) for attaching and removing the participant's devices.



- 3.9.2. The contractor shall maintain all leased equipment in operating condition at no additional cost to the Court.
- 3.9.3. The contractor shall provide technical service on a toll free basis, 24 hours per day, seven (7) days per week, during the entire contract period at no additional cost to the Court. The contractor shall also provide on-site support when requested. This on-site support may be requested when it is determined that the problem cannot be corrected by telephone support.
- 3.9.4. The contractor shall, at no additional cost to the Court, provide initial training and in-service or advanced training as deemed necessary and/or appropriate by the contractor and/or the Court, to accommodate equipment changes or modifications.
- 3.9.5. The contractor shall provide enough monitoring units for its daily usage. The Court is only responsible for paying for units in service on a per day basis.
- 3.9.6. The contractor shall provide units on an as needed basis for the prices set forth on the response page of this request.
- 3.9.7. The contractor shall be responsible for all costs associated with damaged, lost, or stolen equipment during the term of the contract. Prosecution for stolen or damaged equipment is the responsibility of the contractor.
- 3.9.8. The contractor shall arrange the return of any excess units at no additional cost to the Court.
- 3.9.9. The contractor shall agree and understand that as technological advances occur, such advances shall be communicated to the Court. Such advances shall be provided to the Court upon request by the Court. Additionally, as equipment upgrades become available throughout the life of the contract, such upgrades shall be made available to the Court. The Court shall have the option throughout the life of the contract to add any services offered by the contractor.
- 3.9.10. The contractor shall allow an average of 20% of stock for inventory at our facility to be available on an emergency basis.
- 3.9.11. Upon request of the Court, the contractor may be asked to give an on-site demonstration to the evaluation committee, at no cost to the Court, of the proposed system prior to award.

### **3.10 Contractual Obligations**

- 3.10.1. **Contract Duration** - The contract shall be effective from the date of issuance through December 31, 2007. This contract is subject to renewal annually for four (4) additional one (1) year periods following expiration of the first contract period. In the event the contract is renewed, pricing for each leased product awarded shall be at the

amount bid or the price offered under contract for any equivalent leased product to any state of Missouri agency or department in effect at the time of renewal, whichever is lower.

**3.10.2. Contract Extension** - The Purchasing Director may exercise the option to extend the contract on a month to month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.

**3.10.3. Contract Documents** - The successful Offeror(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If Offerors desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their proposal. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful Offeror if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.

### **3.11 Exceptions to the RFP**

**3.11.1.** It is anticipated that Offerors may find instances where the proposed system may not be consistent with specifications contained in this RFP. Inability to meet any specified requirement must be stated and thoroughly explained. Acceptance of the exceptions will be completely at the discretion of Boone County.

**3.12 Material Standards:** All materials or equipment furnished shall meet the minimum requirements of the Occupational Safety and Health Standards (OSHA) published in the Federal Register.

**3.13 Patents:** The successful Offeror(s) shall defend, indemnify and save harmless, the Court, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the material to be furnished.

**3.14 Termination for Default:** The Court may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of re-procuring similar supplies or services; provided, that if (a) it is determined for any reason that the Contractor was not in default or, (b) the Contractor's failure to perform is beyond his or his subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. Termination shall be effective ten (10) days from the Contractor's receipt of notice.

**3.15 Estimated Quantities:** The estimated quantities indicated in this Request for Proposal represent anticipated requirements only and are not purchased hereby, nor is the owner obligated in any way to purchase the quantities shown. The right is reserved to exceed or diminish these estimates or to omit any one or more items if desired.

**3.16 Insurance Requirements:** The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and the County has approved such insurance. All policies shall be in amounts, form, and companies satisfactory to the County. The County must carry an A-6 or better rating as listed in the A.M. Best or Equivalent Rating Guide.

3.16.1. **Compensation Insurance** – Contractor shall take out and maintain during the life of this contract, **Employee’s Liability and Workers Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Worker’s Compensation coverage shall meet Missouri statutory limits. Employers’ Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker’s Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers’ Liability Insurance for the protection of their employees not otherwise protected.

3.16.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

The Contractor has the option to provide **Owner’s Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner’s Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by

using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

- 3.16.3. **Commercial Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 3.16.4. **Indemnity Agreement:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

### **3.17 Statement of Qualifications**

- 3.17.1. Organizational and staff experience: Offerors must describe their qualifications and experience to perform the work described in this RFP. Information about experience should include direct work with the specific subject matter. Include resumes of key staff who would work directly with the County.
- 3.17.2. References: Submit three references from current corporate customers, preferably governments similar in size to the County of Boone. Provide complete contact information.
- 3.17.3. Personnel: Any subcontractors who will be assigned direct work on this project should be identified and brief resumes provided. Information is required which will show the composition of the task or work group, its specific qualifications and recent relevant experience. The technical areas, character and extent of participation by any subcontractor or consultant must be indicated and the anticipated sources identified.
- 3.17.4. Number and physical location of positions that would be assigned to the County’s account and the number of hours each position will spend on implementation and on-going operations for the duration of the contract.



#### 4. PROPOSAL SUBMISSION INFORMATION

##### 4.1 Submission of Proposals

4.1.1 When submitting a proposal, the Offeror should include the **original and five (5), numbered, additional copies**.

a. The Offeror shall submit the proposal to:

Boone County Purchasing Department  
Attn: Heather Turner, CPPB, Buyer  
601 E. Walnut Street, Room 209  
Columbia, MO 65201

b. The proposals must be delivered no later than 1:30 p.m. on September 27, 2005. Proposals will not be accepted after this date and time.

4.1.2 To facilitate the evaluation process, the Offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal.

c. The Proposal must, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses must fully describe how the service will be performed and what hardware/software (if any) is required at the various Boone County departments to access the service.

4.1.3 The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

4.1.4 Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

**4.2 Competitive Negotiation of Proposals:** The Offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

4.2.1 Negotiations may be conducted in person, in writing, or by telephone.

4.2.2 Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.

4.2.3 Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

4.2.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

#### **4.3 Evaluation and Award Process**

4.3.1 After determining a responsible Offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

- a. **Method of Performance – 40%**
- b. **Experience/Expertise of Offeror - 25%**
- c. **Cost - 25%**
- d. **Optional Equipment & Services Available – 10%**

4.3.2 After an initial evaluation process, a question and answer interview may be conducted with the Offeror, if deemed necessary by the County. In addition, the Offeror may be asked to make an oral presentation of their proposal to the evaluation team at a

designated Boone County location. Attendance cost shall be at the Offeror's expense. All arrangements and scheduling will be coordinated by the County.

#### **4.4 Evaluation of Experience and Reliability**

- 4.4.1 Experience and reliability of the Offeror's organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 4.4.2 The Offeror should provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP (This information may be shown on the form attached as Exhibit A to this RFP or in a similar manner):
  - a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
  - b. Dates and locations of the service/contract; and
  - c. A brief, written description of the specific prior services performed, including the average daily number of participants served, and requirements thereof.
- 4.4.3. The offeror must provide adequate financial information with their proposal showing financial stability and capability to perform the requirements of this request for proposal.
- 4.4.4. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

#### **4.5 Evaluation of Method of Performance**

- 4.5.1. Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. In addition, the offeror must address the following items in their method of performance:
  - 4.5.1.1. Compliance with Section 3 – Offerors shall describe how each specification within Section 3 of this Request for Proposal will be addressed with the system proposed. All items in the RFP must be responded to as thoroughly as possible. Unclear, ambiguous statements such as “all reasonable effort to provide”, etc.,

must be avoided. Failure to address any of the requirements may subject the response to rejection and/or misinterpretation. The offeror may not refer solely to sales literature as a response.

4.5.1.2. If the offeror is proposing a radio frequency monitoring system, each of the following must be addressed:

- Describe any limitation(s) of the proposed transmitter(s) with respect to its being shock resistant and waterproof and its ability to function under normal atmospheric and environmental conditions.
- Describe the specific design characteristics unique to the proposed transmitter(s) which shall discourage tracing and duplication of the signal.
- Describe any limitation(s) of the proposed receiver and/or dialer(s) with respect to its ability to function reliably under normal atmospheric and environmental conditions.
- Describe the type of equipment which shall be used at the computer and/or monitoring site, the operating system environment, and the telecommunications strategy which shall be used.
- Describe the communications system which shall be used to ensure that a designated Court representative will be able to communicate with the computer and/or monitoring sites as required in section two of this request.
- Describe the online capabilities of communication with the computer and customer service.
- Describe the method by which the transmitter will be attached to the participant and the manner in which the receiver and/or dialer connects to the participant's telephone jack.
- Describe the method by which the transmitter will be attached to the participant and the manner in which the receiver and/or dialer connects to the participant utilizing cellular technology.
- Describe any restrictions that must be placed on the participant's phone line (i.e. call forwarding, call waiting, answering machines, etc.).
- Describe the method to be used for replacing faulty equipment.
- Describe what service you have in place to accommodate if a receiver is lost and only the transmitter is available.
- Describe the method to be used for delivering additional equipment.
- Describe the method to be used for returning excess equipment held by the Court.
- Provide a detailed description of the Voice Verification Services and methods offered by your firm.
- Provide a detailed description of the Breath Alcohol Tester and Videophone Services and methods offered by your firm.
- If Offeror is proposing an alternate method of electronic monitoring, describe all components of the proposed system and the capabilities of each component with respect to the requirements stated in section two in this request.



#### **4.6 Evaluation of Optional Equipment and Services Available**

- 4.6.1. List controls, equipment, and/or services in addition to the base bid that would improve the operation, ease of use, or quality that, as an Offeror, you would recommend that the Court consider. All prices should include all part, labor and installation costs.

#### **4.7 Other Required Information**

- 4.7.1. Bidder must attach a Certificate of Good Standing or a letter of incorporation from the Secretary of State (for appropriate state) for the current fiscal year.
- 4.7.2. Attach a letter of approval of safe operation from the appropriate jurisdictional fire marshal for the computer/monitoring site for the current fiscal year.
- 4.7.3. Attach a complete list of the FCC ID numbers that have been approved for all equipment included in this proposal.
- 4.7.4. Attach an overview of the training curriculum your firm will use.
- 4.7.5. Provide a preferred schedule for installation including expected install time, conversion times and training schedules.
- 4.7.6. County currently utilizes a BI 9020 Drive By Unit. Will this drive by unit function with the equipment offered in the response?



## 5. Response Page

The offeror shall provide firm, fixed prices below for the original contract period for providing all services and equipment necessary to operate and maintain an electronic monitoring system in accordance with the minimum mandatory requirements stated herein.

### 5.1 **Monitoring Service and Monitoring Units In-Service Lease Cost per Day Including any Shipping and/or Maintenance Fees.**

<u>Quantity</u>	<u>Firm, Fixed Price Per Unit Per Day</u>
5.1.1. Up to 30 Units In Service Per Month	\$ _____
5.1.2. 31 to 40 Units In Service Per Month	\$ _____
5.1.3. 41 to 50 Units In Service Per Month	\$ _____
5.1.4. 50 + Units In Service Per Month	\$ _____

### 5.2 **Voice Verification System**

5.2.1. Firm, Fixed Price Per Call Per Day \$ \_\_\_\_\_

### 5.3 **Optional Equipment/Services Including any Shipping and/or Maintenance Fees**

5.3.1. Drive By Unit	Firm, Fixed Price Per Unit Per Month	\$ _____
5.3.2. Caseload Management Software	Firm, Fixed Price	\$ _____
5.3.3. Wrist Transmitters	Firm, Fixed Price	\$ _____
5.3.4. Alcohol Breath Tester	Firm, Fixed Price Per Call Per Day	\$ _____

Other Optional Equipment-Offeror must provide a description of each optional equipment and/or service offered including cost, make, model, minimum quantities, operating restrictions, requirements, etc.

5.3.5. _____	Firm, Fixed Price	\$ _____
5.3.6. _____	Firm, Fixed Price	\$ _____
5.3.7. _____	Firm, Fixed Price	\$ _____

**5.4 Renewal Option for All Prices**

The County shall have the option to renew the contract in one (1) year increments, or a portion thereof, for a maximum total of four (4) additional years.

The offeror must indicate below the maximum allowable percentage of price increase applicable to the renewal option periods. The stated percentage(s) shall apply to each itemized component on the applicable Response Form. If a percentage is not quoted (i.e. left blank), the County shall have the right to execute the option at the same price(s) quoted for the original contract period.

1<sup>st</sup> Renewal Period \_\_\_\_\_ %  
2<sup>nd</sup> Renewal Period \_\_\_\_\_ %  
3<sup>rd</sup> Renewal Period \_\_\_\_\_ %  
4<sup>th</sup> Renewal Period \_\_\_\_\_ %

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax ID (or Social Security #): \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Note: This form must be signed. All signatures must be original and not photocopies.



**EXHIBIT A**

**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

**2. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

**3. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**