



SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE

PURCHASING DEPARTMENT

525 N. Main, Suite 823 ~ Wichita, KS 67203

Phone: 316 660-7255 Fax: 316 383-7055

<http://sedgwickcounty.org/finance/purchasing.asp>

REQUEST FOR PROPOSAL
#16-0005
ELECTRONIC MONITORING SERVICE

January 15, 2016

PURPOSE

Sedgwick County, Kansas, will be accepting proposals for Electronic Monitoring Service. It is anticipated that an official contract or purchase order will be issued after Board of County Commission approval of the recommended proposal. It should be noted, however, that the County cannot guarantee the purchase of services/products described herein.

SUBMITTALS

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) complete original and one (1) electronic copy (CD or USB) of the Bid Response Form with any supplementary materials to:

ATTN: Kara Kingsley
Sedgwick County Purchasing Department
525 N. Main St., Suite 823
Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 p.m., CST, Tuesday February 9, 2016**. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, bid number, and bid due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Bid responses will be acknowledged and read into record at bid opening which will occur at 2:00 p.m., on the due date.

QUESTIONS AND CLARIFICATIONS

All requests for clarifications of the RFP process and document content should be directed to Kara Kingsley at email kara.kingsley@sedgwick.gov. Questions are due **in writing** no later than 3 p.m. on January 29, 2016. Any questions of a substantive nature will be responded to in addendum form to be sent to all vendors no later than 5 p.m. on February 2, 2016.

Kara Kingsley
Purchasing Agent

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Proposal Response Form

A. About this Document

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the County is seeking a solution, as described on the cover page and in the following background information section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 65, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the County. Criteria that will be used and considered in evaluation for award are set forth in this document. The County will thoroughly review all proposals received. The County will also utilize its best judgment when determining whether to schedule a pre-proposal conference before proposals are accepted, or meetings with vendors after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.**

B. Background

Sedgwick County, located in south-central Kansas, is the most populous of Kansas' 105 counties with a population estimated at more than 504,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the County is a Commission/Manager entity, employs nearly 2,800 persons, and provides a full range of municipal services; e.g., public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

C. Scope Of Service and Requirements

The County desires to select a qualified firm to provide a house arrest electronic monitoring program. The services to be provided shall include Global Positioning System (GPS) equipment and 24/7 monitoring. The Provider shall be responsible for enrollment, installation, troubleshooting, and coordinate scheduling restrictions with Sedgwick County Department of Corrections (SCDOC). The awarded vendor shall provide services to juvenile and adult clients under supervision of the Department of Corrections when referred by authorized personnel at the established rate and service level. The Scope of Work specifications herein represent Sedgwick County's preferences and are not intended to be restrictive to any potential provider(s) or intended to be all inclusive. Providers that provide similar services or equipment in function, but do not completely meet our requested specifications can provide their explanations and expectations separately.

1. Technical Specifications

- a. All vendors shall submit descriptive literature, including pricing and/or complete specifications for all equipment offered in their proposal.
- b. Vendors other than the Original Equipment Manufacturer (OEM) may submit a proposal on any or all electronic monitoring equipment provided they are authorized by the OEM as a reseller. To be responsive, such resellers shall submit, with their proposal, a letter signed by an individual duly authorized to bind the OEM, on the OEM's stationary, stating that the reseller is authorized to sell and service the products being offered. Resellers shall offer the latest generation of equipment available from the OEM.
- c. The successful vendor shall provide all equipment (transmitters, receiver units, etc.) required to provide service to the Sedgwick County Department of Corrections; to include:
 - Complete monitoring units
 - Spare parts (batteries, straps, etc.)
 - Substance abuse testing and detection (supplemental monitoring equipment as needed, not UA testing)
- d. Describe the Electronic House Arrest Monitoring Service Agreement and capabilities. The services must provide SCDOC with remote access to the tracking database of clients via the internet to determine real time data entry and status review.
- e. All services as outlined above will be provided for offenders at a per diem rate to be billed directly to the predetermined SCDOC agency on a monthly basis.

- f. Vendor shall maintain twenty-four (24) hour, seven (7) days per week monitoring of offenders and provide notification of all “Alert” conditions to SCDOC personnel as determined by the County.
- g. The vendor shall maintain monitoring data records for each offender and must be capable of providing these records on an as needed basis to Sedgwick County.
- h. The vendor must conform to established County policies regarding the disclosure of confidential or privileged information in any and all matters involving information of the offender. All records and data relating to the offender will remain the sole property of the County.
- i. Describe your monitoring center to include:
 - i. Capability of transmitting violation information to assigned SCDOC personnel.
 - ii. Capability of generating reports detailing offender history.
 - iii. Capability of protecting access to the system with proper security clearance.
 - iv. Capability of adding, deleting, updating, reviewing and generating reports concerning the individuals being monitored.
 - v. Capability of retaining and archiving all relevant offender information and accessibility of information.
 - vi. Capability of generating same day reports or weekend reports if needed.
 - vii. Describe host computer operation and accesses.
 - viii. Describe enrollment process of the offender into the database.
 - ix. How long are offender records archived?
 - x. Describe the application and installation process of monitoring equipment.
 - xi. What is the enrollment and setup timeline after notice of offender participation in the program?
- j. Describe proposed transmitter(s) and receiver(s) units to include:
 - i. Describe weight, size and frequency of transmitters and receivers.
 - ii. Describe tamper alert function and band reset capabilities.
 - iii. Describe range settings and notification of out of range violations.
 - iv. Describe transmitter and transmitter straps.
 - v. Describe reporting capabilities if there is a loss of electrical power, loss of telephone service, or low transmitter battery.
 - vi. Describe the method of connectivity and reporting to monitoring stations.
 - vii. Describe internal power supply of receiver and transmitter.
- k. List and describe all alternative monitoring options and enhancements.

2. Installation / Service

- a. It shall be the vendor’s responsibility to install transmitters and receivers on designated offenders and complete any installations of home units.
- b. The vendor shall be responsible for repairs and maintenance of equipment. All equipment shall be serviced in a timely manner.
- c. SCDOC will notify the provider by phone/email of an order for installation. The vendor shall provide office hours consistent with the regular business hours of SCDOC and have sufficient staff available during these hours to complete installations immediately upon order.
- d. Vendor shall immediately notify SCDOC if it is unable to complete an installation within the established timeframe. Vendor shall provide equipment for SCDOC staff to install equipment if established timeframe for installation cannot be accommodated.
- e. Vendor shall have the capability to perform remote diagnostics from its service facility.
- f. In the event that expert testimony is needed in cases of violation, court cases, or lawsuit, the vendor will provide certified personnel capable of testifying to the integrity of the system, the confidence rate of the technology, and the complete system process. This service will be provided at no cost to the County.
- g. Successful vendor will shelf a sufficient stock of monitoring equipment and supplies to provide for immediate installation as directed by court order or agency demands. Units shall be maintained and guaranteed by the provider, and will be updated at no cost, as technology improves.
- h. Vendor should self-insure all monitoring equipment, against loss, theft or damage by offenders. The County shall assume no responsibility for replacement costs of any monitoring equipment.

3. Suspension and Termination of Service

- a. The decision to terminate monitoring services is at the sole discretion of SCDOC agencies. Equipment removals shall be scheduled with the vendor when available. SCDOC notification of termination shall be completed the same day by email or phone to the vendor.
- b. SCDOC staff shall notify the vendor of termination due to absconding the same day or next business day.
- c. SCDOC will make reasonable efforts to retrieve all outstanding equipment. Sedgwick County is in no way financially responsible for equipment or its return.

4. Training

- a. In-service training sessions shall be offered to all SCDOC agencies at no charge.
- b. Subject areas should cover relevant aspects of electronic monitoring services being offered.
- c. Training should cover aspects and how to gain access to the monitoring software.
- d. Technical assistance should be available during regular business hours.
- e. Vendor policies and procedures that could be beneficial during training shall be provided.
- f. Training materials to include procedural polices are required.

5. Additional Information

- a. As of October 2015 the following was the GPS utilization rate: Adult Intensive Supervision Program – No current users, Adult Residential Facility – 12 users, Juvenile Field Services – 10 users, Home Base Supervision – 29 users and Drug Court / Pretrial – 6 users. We currently do not track the number of days each offender is on the service, nor do we track the average number of individuals using this service for a given time.
- b. Current vendor (BI Incorporated) daily rate for GPS:

<i>BI Incorporated</i>	Cost per day with land line phone	Available without land line phone	Option: Cost per day without land line phone
Radio & alcohol monitoring			
Transdermal alcohol monitoring	\$6.75	yes-cellular	\$8.75
Transdermal alcohol monitoring with Radio Frequency	\$8.00	yes-cellular	\$10.00
Global positioning			
1-piece GPS active		yes-cellular	\$5.28
1-piece GPS passive		yes-cellular	\$7.25
1-piece GPS passive with Radio Frequency		yes-cellular	\$8.04
2-piece GPS active		yes-cellular	\$8.04
2-piece GPS passive	\$7.25	no	

- c. Violations shall be reported at all times during supervision. This could be done by agency staff or the software that monitors the client. Alerts from the monitoring software would be considered as 24/7/365.
- d. The average number of individuals monitored on GPS per day, average number of days individuals are monitored, and approximate number of offenders served in the past is unknown.
- e. The County will provide a space for the vendor to install / remove equipment. If a more permanent space is required, then this can be reviewed at a later date.
- f. Only Sedgwick County referrals are covered by this RFP. Other County entities can use this contract.
- g. DOC programs are funded by calendar and state fiscal years. In SFY2014 and calendar year 2014 the department spent \$86,409..
- h. SCDOC regular business hours are Monday-Friday, 8-5pm.

- i. Awarded vendor would need to transition all current SCDOC clients over to the new vendor. This would ONLY be the clients that are paid by the County. Client referred and outside referrals are not covered in this RFP.
- j. There is no case management or urinalysis testing included in this RFP. Request is to have equipment that attaches or can be carried with GPS equipment for random alcohol testing.

D. Selection Criteria

The selection process will be based on responses to this Request for Proposal and any interviews or product demonstrations required to verify the ability of respondents/products to meet the requirements in accordance with this document. The committee will base its decision on the following:

1. Ability to meet all *Request for Proposal* Mandatory Requirements as outlined herein and the clarity, completeness and comprehensiveness of the proposal.
2. Proposing the products and services which will best address the county's objectives and Mandatory Requirements as set forth in this document.
3. Proposing the solution at the most advantageous cost to the county.
4. Provide references verifying exemplary service levels for similar services.

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by Sedgwick County to reimburse any individual or firm for any cost incurred in preparing or submitting proposals, providing additional information when requested by Sedgwick County or for participating in any selection interviews.

NO NEGOTIATIONS, DECISIONS OR ACTIONS SHALL BE INITIATED BY ANY COMPANY AS A RESULT OF ANY VERBAL DISCUSSION WITH ANY COUNTY EMPLOYEE PRIOR TO THE COMPLETION OF THE REQUEST FOR PROPOSAL PROCESS, OTHER THAN THE EMPLOYEES IDENTIFIED IN THIS DOCUMENT. SUCH ACTIVITY MAY BE CAUSE FOR DISQUALIFICATION OF CONSIDERATION FOR AWARD OF THIS PROJECT.

Sedgwick County, Kansas reserves the right to select the service/provider which best meets its required needs, budget constraints, quality levels, and administrative expectations. Sedgwick County also reserves the right to not award this contract.

E. Contract Period, Termination and Payment Terms

A One (1) year contractual period will begin after Board of County Commission approval of the recommended vendor, with options to renew for two (2) additional one (1) year terms. The County reserves the right to cancel the contract and discontinue services with a thirty (30) day written notice as a result of the failure of the contracted proposer to provide acceptable services and reports as delineated in the response to this document, or if determined that services can be provided by County or other sources. In the event of termination of this agreement as a result of a breach by contractor hereunder, the County will not be liable for any fees and may, at its sole option, award an agreement for the same services to another qualified firm to provide services.

Payments for all specified service(s) and/or products to the successful proposer can be made with the following criteria taken into consideration:

- Successful completion or delivery of the service(s) or product(s) requested;
- Completion of any necessary forms and/or service results;
- Receipt of a detailed invoice, emailed to ap_invoices@sedgwick.gov or faxed to 316-941-5127. All Payment and invoice provisions can be found at: http://www.sedgwickcounty.org/purchasing/payment_and_invoice_provisions.pdf

F. **Request for Proposal Timeline**

The following dates are provided for information purposes and are subject to change without notice. Contact Kara Kingsley, kara.kingsley@sedgwick.gov, to confirm any and all dates.

Distribution of Request for Proposal to interested parties	January 15, 2016
Clarification, Information and Questions submitted in writing by 3:00 p.m. CST	January 29, 2016
Addendum Issued	February 2, 2016
Sealed Proposal due before 1:45pm CST	February 9, 2016
Evaluation Period	February 9,2016 – February 18, 2016
Board of Bids and Contracts Recommendation	February 18, 2016
Board of County Commission Award	February 24, 2016

G. **Insurance**

Workers' Compensation:	
Applicable coverage per State Statutes	
Employer's Liability Insurance:	\$100,000.00
Commercial General Liability Insurance:	
Bodily Injury:	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Property Damage:	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Personal Injury:	
Each Occurrence	\$500,000.00
General Aggregate	\$500,000.00
Automobile Liability-Owned, Non-owned and Hired	
Each Occurrence Bodily Injury and Property damage	\$500,000.00
General Aggregate	\$500,000.00
Professional Liability If required	

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

H. **Indemnification**

To the fullest extent of the law, the Provider, its subcontractors, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider's performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractors, agents, servants, officers, or employees and any and all losses or liabilities

resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

I. **Confidential Matters and data Ownership**

The successful proposer agrees all data, records and information of The Counties, which the proposer, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of The Counties. The successful proposer agrees all such data, records, plans and information of The Counties constitutes at all times proprietary information of The Counties. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect The Counties' proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. **Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.**

J. **Proposal Conditions**

All times indicated in this solicitation document are central standard/central daylight as applicable. In submitting a response to this Request for Proposal, vendors hereby understand the following as applicable: http://www.sedgwickcounty.org/purchasing/pdf_files/Proposal%20Terms%20%20Conditions.pdf

K. **General Contract Provisions**

In submitting a response to this Request for Proposal, vendors hereby understand the following as applicable: http://www.sedgwickcounty.org/purchasing/pdf_files/General%20Contractual%20Provisions.pdf

PROPOSAL RESPONSE FORM
RFP# 16-0005
ELECTRONIC MONITORING SERVICE

The undersigned, on behalf of the Proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the Proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the County, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME _____

DBA/SAME _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

STATE OF INCORPORATION or ORGANIZATION _____

COMPANY WEBSITE ADDRESS _____ E-MAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____

LLC _____ LLP _____ Not For Profit Corporation _____ Partnership _____ Other (Describe): _____

BUSINESS MODEL: Small Business _____ Manufacturer _____ Distributor _____ Retail _____

Dealer _____ Other (Describe): _____

Not a Minority Owned Business: _____ Minority-Owned Business: _____ Certification # _____

African American _____ Asian _____ Hispanic _____ Native American _____ Other _____ Woman-Owned Business _____

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: _____ Yes _____ No

(Please see item 15 in the Request for Proposal Terms and Conditions)

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to www.sedgwickcounty.org/finance/purchasing.asp.

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

Yes, I would like to be on the emergency vendor list.

No, I would not like to be on the emergency vendor list.

After Hours Phone #: _____ Emergency Contact Name: _____

After Hours Fax #: _____

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature _____ Title _____

Print Name _____ Dated _____