

**COUNTY OF BOONE - MISSOURI**



**REQUEST FOR PROPOSAL  
FOR  
ELECTRONIC MONITORING SERVICE**

**RFP #38-17OCT13  
Release Date: September 17, 2013**

**Submittal Deadline:  
October 17, 2013  
Not later than 10:30 a.m. central time**

**PRE-PROPOSAL CONFERENCE:  
September 26, 2013  
10:00 a.m. Central Time  
Location: Boone County Annex Conference Room  
613 E. Ash Street  
Columbia, MO 65201**

**Boone County Purchasing  
613 E. Ash Street, Room 109  
Columbia, Missouri 65201**

**Amy Robbins, Senior Buyer  
Phone: (573) 886-4392 Fax: (573) 886-4390  
E-mail: [arobbins@boonecountymo.org](mailto:arobbins@boonecountymo.org)**



## **NOTICE OF REQUEST FOR PROPOSAL**

Boone County is accepting Request for Proposals for the following:

### **PROPOSAL #: 38-17OCT13 – *Electronic Monitoring Service***

Sealed proposals will be accepted until **10:30 a.m. on Thursday, October 17, 2013** in the Boone County Purchasing Office, Boone County Annex Building, 613 E. Ash Street, Room 109, Columbia, MO 65201.

A pre-proposal conference has been scheduled for Thursday, September 26, 2013, at 10:00 A.M. at the Boone County Annex Conference Room 613 E. Ash Street, Columbia, MO. Offerors are **strongly encouraged** to attend this conference.

Request for Proposals 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: [arobbins@boonecountymo.org](mailto:arobbins@boonecountymo.org).

Vendors may obtain further information on the Boone County Web Page at <http://www.showmeboone.com>.

Amy Robbins  
Senior Buyer

Insertion: Tuesday, September 17, 2013  
COLUMBIA MISSOURIAN



## 1. INSTRUCTIONS AND GENERAL CONDITIONS

1.1 **Delivery of Proposals:** Sealed proposals, subject to Instructions and General Conditions 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 services as detailed in the following request for proposal.

- a) **Proposal Closing:** All proposals shall be **delivered before 10:30 A.M., Central Time, on Thursday, October 17, 2013** to:

Boone County Purchasing Department  
Amy Robbins, Senior Buyer  
613 E. Ash Street, Room 109  
Columbia, Missouri 65201-4460

- b) The County will not accept any proposals received after 10:30 A.M. and will return such late proposals to the Offeror.
- c) Offerors must submit **one (1) original, and six (6) copies** of the proposal (**total of seven**). Proposals will be opened publicly, but only names of Offerors will be read aloud. All proposal responses will be considered public information, and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person who requests it.
- 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 "Response to Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return the *No Bid 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. You may check our web site for addenda at [www.showmeboone.com](http://www.showmeboone.com), then select "Purchasing", then "Current Bid Opportunities".



## 2. INTRODUCTION AND GENERAL INFORMATION

### 2.1 Introduction:

- 2.1.1 This document constitutes a request for sealed proposals for **Electronic Monitoring Service** 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) Scope of Services
  - 4) Contract Terms and Conditions for Awarded Contractor
  - 5) Proposal Submission Information
  - 6) Response/Pricing Page
  - 7) Exhibit A: Experience/Reliability of Organization, and Expertise of Personnel
  - 8) Exhibit B: Proposed Method of Performance and Solution Functionality
  - 9) Bidder's Acknowledgment
  - 10) Instructions for Compliance with House Bill 1549
    - a. Individual Affidavit
    - b. Certification of Individual Bidder
    - c. Work Authorization Certification
  - 11) Signature and Identity of Offeror
  - 12) Debarment Certification
  - 13) Standard Terms and Conditions
  - 14) Anti-Collusion Statement
  - 15) Sample Contract Agreement (only returned from awarded Contractor)
  - 16) "No Bid" Response Form

### 2.2. Guideline for Written Questions:

- 2.2.1 **All questions** regarding this Request for Proposal should be submitted in writing no later than **5:00 p.m., Thursday, October 10, 2013**. All questions must be mailed, faxed or e-mailed to the attention of Amy Robbins, Senior Buyer. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at [www.showmeboone.com](http://www.showmeboone.com) (Select Purchasing, then Current Bid Opportunities). Submit questions to:

- a. Amy Robbins  
Senior Buyer  
613 E. Ash Street, Room 109  
Columbia, Missouri 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

E-mail: [arobbins@boonecountymo.org](mailto:arobbins@boonecountymo.org)

- 2.2.2 In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.

### 2.3 Pre-Proposal Conference

- 2.3.1. To assist interested Offerors in preparing a thorough proposal, a pre-proposal conference has been scheduled for **Thursday, September 26, 2013, at 10:00 a.m.** in the conference room of the Boone County Annex building, 613 E. Ash Street, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the proposal.
- 2.3.2. All potential Offerors are **strongly encouraged** to attend this conference in order to ask questions and provide comment on the Request for Proposal. Attendance is not mandatory to submit a response; however, Offerors are strongly encouraged to attend since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 2.3.3. Offerors are strongly encouraged to advise the Purchasing Department of Boone County within five (5) days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

**2.4. Insurance Requirements:** The vendor receiving a contract award shall provide an Insurance Certificate to the Purchasing Department at time of contract execution with the following levels of insurance.

2.4.1. The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

2.4.2. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's 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 \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 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.

**2.4.3. 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 and any subcontractor performing work covered by this contract, 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 for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single 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.

**2.4.4. 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.

**2.4.5. Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

**2.5. 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.

**2.6. Billing and Payment:** All invoices must be submitted to the ordering department which may include Adult Court Services and the Juvenile Office, and billings may only include the prices listed in the contractor’s proposal response. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

**2.7. Designee:** 13<sup>th</sup> Judicial Circuit Court Administration, Kathy Lloyd, 705 E. Walnut, Columbia, MO 65201

**2.8. Proposed Solicitation/Award Schedule:**

- |        |                                |                                   |
|--------|--------------------------------|-----------------------------------|
| 2.8.1. | September 17, 2013             | Release of RFP                    |
| 2.8.2. | September 17, 2013             | Advertisement of RFP              |
| 2.8.3. | September 26, 2013, 10:00 a.m. | Pre-Proposal Conference           |
| 2.8.4. | October 10, 2013, 5:00 p.m.    | Deadline for submitting questions |
| 2.8.5. | October 17, 2013, 10:30 a.m.   | Proposal due date and time        |
| 2.8.6. | October 18 – November 15, 2013 | Proposal Response(s) Evaluation   |
| 2.8.7. | December 15, 2013              | Contract Award                    |



### **3. SCOPE OF SERVICES**

#### **3.1. Project Description:**

The County of Boone – Missouri, hereafter referred to as *the County or Owner*, hereby solicits formal written proposals from qualified Offerors for the provision, operation and maintenance of an electronic monitoring system including alcohol and GPS monitoring for Adult Court Services and the Juvenile Office in Boone County, Missouri. The proposed contractor will provide all services in accordance with the provisions and requirements stated herein.

#### **3.2. Background Information:**

- 3.2.1. Boone County uses various levels of supervision strategies to assist offenders with successful community integration. The contract that is to be replaced by this RFP currently provides monitoring services to approximately 35 offenders with general distribution at 19 on radio frequency, 6 on cell, 11 on GPS, and 9 on alcohol monitoring and radio frequency. The average daily usage, based upon most recent utilization, is 24 days for radio frequency and cell, 11 days for GPS, and 9 days on alcohol monitoring.
- 3.2.2. The County has requested a maximum budget of \$42,000 per fiscal year.
- 3.2.3. Additional information about the County of Boone – Missouri can be obtained from the following internet web site at: <http://www.showmeboone.com>
- 3.2.4. Although an attempt has been made to provide accurate and up-to-date information, the County of Boone – Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

**3.3. General Requirements:** The successful Offeror shall provide, support, and maintain an electronic monitoring system including alcohol and GPS monitoring for Boone County, MO.

3.4. Offeror shall provide an alcohol monitoring solution that is accessible and able to be utilized by the County on an as needed, if needed basis. The contractor's alcohol monitoring solutions shall be compatible and interactive with the contractor's electronic monitoring solution.

3.5. Offeror shall provide a county-wide system, which must be capable of continuously monitoring eligible offenders as identified by the County. The County makes no guarantee of a minimum or maximum amount of service required.

3.6. The Offeror shall provide service to all County referred offenders. The County shall have sole responsibility for referring and placing offenders.

- 3.6.1. The Offeror shall understand and agree, that as the referring agency to the Offeror, and as the agency of jurisdiction over the offender, that all files, case material or other information

relating to the offender shall be accessible for inspection to the County and its representatives or designees, upon the request of the County. Requests for information should be answered no later than three (3) business days after submission of the request.

3.6.2. The Offeror shall not, under any circumstance, release or terminate any offender. Termination of offenders shall be at the sole discretion of the County.

3.6.3. The Offeror shall agree and understand that all services shall be provided to the sole satisfaction of the County as the final judge of quality of the contractor's performance under the contract.

3.7. The Offeror, its employees, and others acting under the contractor's control shall at all times observe and comply with all applicable state statutes, county rules, regulations, guidelines and policy and procedures that are applicable, current, or hereafter adopted regarding offender management and staff conduct.

3.7.1. The Offeror agrees that disputes arising from conflicts with County policies and procedures or other provisions of the contract shall be resolved by the County using department in concert with the County Purchasing Department.

3.8. The Offeror shall ensure that the electronic monitoring program provides for maximum offender accountability within the community.

3.8.1. "Maximum offender accountability" shall be defined as knowledge, on a twenty-four hour, seven (7) days per week basis, of an offender's authorized or unauthorized absence(s) from his/her residence, early departures, late arrivals, tampering with the monitoring equipment, and entry into exclusion zones or exit from inclusion zones.

3.9. Immediately after contract award, the County shall identify, for the contractor, a County contact person and telephone number.

**3.10. Web Based Interface:** The Offeror shall provide a web-based interface that provides secure login and passwords for County identified staff. The Offeror shall understand and agree that the County shall not host the Offeror's solution, but shall provide internet access for its staff.

3.10.1. Access to County information system shall only be provided on a need-to-know basis. Approval for access shall be obtained through the Court Technology Services and shall be limited to contractor staff that has been approved access by the Supervisor.

3.10.2. The Offeror shall at all times utilize computer equipment that is compatible with the County's existing system, and must not require modifications of the County's system.

3.10.2.1. The Offeror may elect to make modifications to their application software and/or communication components to achieve compatibility at no cost to the County.

3.10.2.2. The Offeror agrees and understands that if, during the course of the contract, the County would modify or replace the County's computer system or modify the electronic monitoring program, the Offeror shall be responsible to continue to provide equipment compatible to the County's system.



3.10.3. Data Interchange: The Offeror shall provide a solution that accommodates data interchange between the Offeror's system and the County's system. The Offeror's solution shall minimally provide the following capabilities for data interchange with the County's computer system and County staff communications;

3.10.3.1. The Offeror's solution shall provide electronic mail capability for communication of information including messages and notifications to County staff.

3.10.3.2. The Offeror's solution shall allow access to the Offeror's monitoring system for inquiry, update and entry of offender data, enrollments, schedules, schedule changes, and reports by approved County staff via existing County hardware, software and communications networks.

3.10.3.3. The Offeror shall report any software, computer or human service failure to the County within 24 hours.

3.11. The Offeror shall have a disaster recovery solution that shall minimize disruption of services, and protect the county's data and records in the event the contractor's data center becomes inoperable.

### 3.12. **Implementation and Initiation of Services**

3.12.1. The Offeror must begin providing all services no later than the actual program implementation date that shall be determined from the number of calendar days stated in the Offeror's proposal.

3.12.1.1. In the event that the Offeror is unable to begin providing the services by the county implementation date, the Offeror must request an extension of time in writing. The Offeror must submit the extension request to the County a minimum of thirty (30) calendar days prior to the stated implementation date.

3.12.1.2. The approval or rejection of the extension request shall be the sole discretion of the County. The decision of the County shall be final and without recourse.

3.12.2. Setup of Automated Data Exchange: No later than fourteen (14) days after notice of award, the Offeror shall meet with the County's Information Technology staff to define specifications for automated data exchange including initial load and scheduled updates.

3.12.2.1. Initial Load: Within 90 days after notice of award of the contract, the Offeror shall provide an automated initial load (e.g. via electronic file transfer, etc.) of the Offeror's system of existing program data located on the County's system.

3.12.2.2. Daily Update: Within 90 days after notice of award of the contract, the Offeror shall provide an automated solution (e.g. electronic file transfer, etc. ) to provide daily updates to the County's system from the Offeror's system.

3.12.3. Within 90 days following the date of contract award, the Offeror shall provide the capability to fully implement all services and functions specified in this document.

### 3.13. **Software Requirements and Browser Interface Requirements:**

3.13.1. The Offeror shall develop an interface through which files may be exchanged electronically with the County. The Offeror's interface shall utilize the County's standard for electronic file transfer, which is currently FTP (File Transfer Protocol.) The Offeror must receive approval from the County and the Information Technology Department Database Administrator for all file formats, and any requested alternative method(s) of file transfer.

3.13.2. The Offeror shall understand and agree that all electronic files containing sensitive information must be encrypted as directed by the County and the Information Technology Department.

3.14. The Offeror shall be responsible for the acquisition and licensing of any required software programs that will reside on the County's system level computer system, and that are necessary to ensure the functionality specified herein.

3.14.1. The software provided by the Offeror shall be manufacturer-authorized and approved for distribution to the County. Software packages known as "OEM" (Original Equipment Manufacturer) software (intended for bundled sale, installed on hardware) are not authorized or approved for distribution to the County's using agencies. The Offeror shall warrant that any software provided under the contract does not violate OEM copyrights.

3.14.2. The County shall only use the software in accordance with the licensing terms and conditions as provided in the contract. The County shall not permit the licensed products utilized under the contract to be used by any other person, except for its employees, agents and/or consultants who need to use the licensed products in the performance of their duties for the County and who are authorized and enabled by the County to access and utilize the licensed products.

3.14.3. It shall be the Offeror's responsibility and expense to thoroughly educate and inform the County and their software end users regarding the software usage and copyrights. In the event that the County personnel or the Offeror discover any misuse of the software or related documentation within the County, they must immediately notify the designated software manager, County manager or legal counsel.

3.15. The Offerors solution must allow for the use of Internet Explorer 6 at a minimum.

3.16. The Offeror shall understand and agree that the Offeror shall not be allowed to install software on the County's individual computers.

### **3.17. Personnel Requirements:**

3.17.1. The Offeror shall understand and agree that any person who has been convicted of a felony or a misdemeanor, or who is currently under the supervision of the federal, state or county government for any conviction(s), or under supervision of a municipal correctional agency for a conviction of moral turpitude, must be approved in writing by the County before providing services under this contract.

3.17.1.1. The Offeror shall be responsible for conducting a criminal history on each prospective employee providing services under the terms of this contract and provide this information to the County upon request.

3.17.1.2. All Offeror and subcontractor employees who will provide services to the county must be at least 21 years of age and must submit to and pass a background

investigation conducted by the County agency or its designee. Such investigation shall be equivalent to investigations required of all personnel employed by the County.

- 3.17.2. The Offeror, its employees, and others acting under the Offeror's control, shall at all times observe and comply with the applicable County policies and procedures.
  - 3.17.2.1. The Offeror and the Offeror's staff shall assist the County in enforcing offender rules by reporting violations to the County or its designee.
  - 3.17.2.2. The Offeror shall not obstruct the County or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe environment.
  - 3.17.2.3. The Offeror shall understand and agree that if the County is dissatisfied with any member of the Offeror's staff, the Offeror must resolve the problem to the County's sole satisfaction.
- 3.17.3. The Offeror shall be responsible for supervising its employees. The Offeror shall understand and agree that the unique nature of working with offenders, including safety and security issues, requires the County to carefully monitor the Offeror's employees when they are working at a County facility/location. Any concerns a County employee has regarding a contract employee, their job performance, or the conditions of their employment shall be reported through the chain of command to the chief administrative officer/designee of the County in order that the proper communications can occur with the Offeror.
- 3.17.4. The Offeror, Offeror's program administrator and Offeror's employees shall maintain a close working relationship with the identified County staff at all times. Collaborative efforts shall consist of, but not be limited to:
  - 3.17.4.1. Contacting the identified County staff via telephone, cell phone or e-mail a minimum of one (1) time per month or as requested by the County;
  - 3.17.4.2. Providing and exchanging accurate, up-to-date file material requested by the County or as determined by County procedures.
- 3.18. Upon request from the County, the Offeror shall provide an employee to offer testimony as an expert witness in a duly authorized court of law or any appropriate jurisdictional body.
  - 3.18.1. Testimony from the contractor's employees shall include, but not be limited to, the functioning, capabilities, and/or reliability of all contractor provided equipment as well as reports of the activity(ies) applicable to the offender(s) under electronic monitoring supervision.
  - 3.18.2. Billing for expert testimony shall not be included in the daily monitoring costs and shall be billed as outlined in Section 3.25.10.

3.19. The Offeror shall understand and agree that County approved staffing patterns are essential for providing the services identified herein. The Offeror shall minimally maintain hours of services, and patterns of staffing as submitted in their proposal and accepted through contract award throughout the duration of the contract. The Offeror shall maintain time, salary or hourly pay rate data and personnel

records as specified by the County. The Offeror shall understand and agree that downward deviation of staff/resources upon which pricing is based may require a downward adjustment of unit price(s) in the contract.

### **3.20. Records/Reporting Requirements for each service provided.**

- 3.20.1. The Offeror shall maintain accurate and complete records of the offender's participation in the monitoring services for a minimum of five (5) years following the offender's completion of the services and shall make this information available to the County upon request.
  - 3.20.1.1. The Offeror shall submit monthly summary reports in a mutually agreeable electronic format to the Adult Court Services or Juvenile Office as designated by the County upon request for each offender monitored under the system, which shall include but not be limited to:
    - a.) Arrival of the transmitter within range;
    - b.) Departure of the transmitter from range;
    - c.) Loss or restoration of AC power when disrupted;
    - d.) Efforts to tamper with Field Monitoring Device (FMD);
    - e.) Tamper signals from the transmitter when it is within range;
    - f.) Disruption and restoration of telephone service;
    - g.) Distinguish between types of tampers. If the Offeror's system employs multiple methods of tamper detection, such shall be clearly differentiated by each individual type of tamper status.
  - 3.20.1.2. The Offeror shall submit outcome data to the County in a mutually agreed to electronic format on a quarterly basis. The Offerors' reports shall be readable on screen, printable and allow for download into an Excel format. Information contained in the quarterly report shall include, but not be limited to the following:
    - a.) Offender name, number, entry date and case status;
    - b.) The date the offender was put on the system;
    - c.) The date the offender was taken off the system;
    - d.) Type(s) and number of violations incurred (if applicable);
    - e.) Number of active days on the system per office;
    - f.) Average number of days on the system per office;
    - g.) Number of offenders on the system per office;
    - h.) Average number of offenders on the system per office;
    - i.) Number of offenders by case type (probation, parole or conditional release) on the system per office.
- 3.20.2. The Offeror shall accurately complete all required reports identified herein.
- 3.20.3. Upon detection by the monitoring site of a report from the monitoring equipment within an offender's residence, the contractor must notify the County, at a minimum, of the following occurrences: unauthorized absence, early departure, late return, equipment malfunction, alcohol positives, GPS violations, and/or any tampering of equipment, the contractor shall notify the Adult Court Services or Juvenile Office by e-mail within ten (10) minutes of the occurrence.

- 3.20.3.1. The Offeror shall document the event in the e-mail and all applicable reports to the County. All critical reports must be sent through the County.
- 3.20.3.2. If the Offeror becomes aware of any other event that causes the monitoring equipment to not function properly, the Offeror shall contact the County.
- 3.20.4. The Offeror shall maintain daily logs detailing equipment maintenance (including battery changes) and shall make said logs available to the County upon request.
- 3.20.5. The Offeror's system should provide low battery alerts to the supervising officer immediately upon the incident.
- 3.20.6. Upon request of the County, the Offeror shall provide requested system data reports in order to assist the County with research projects or outcome studies at no additional cost to the County.

**3.21. Monitoring System and Component Requirements:**

- 3.21.1. The transmitter, FMD, the GPS unit (passive or active), the alcohol monitoring device and other field equipment must meet or exceed the required specifications regarding functionality. The Offeror shall be responsible for the maintenance and reliability of all proposed equipment during the full term of the contract. The Offeror shall retain ownership of all equipment provided. The Offeror may provide multiple types of field equipment.
  - 3.21.1.1. Equipment may be used, remanufactured or reconditioned.
    - a.) If used, remanufactured, or reconditioned equipment is utilized, the equipment shall be the latest generation, and shall operate and perform the same as new equipment.
    - b.) The Offeror shall agree and understand that all equipment shall be reliable and maintainable, and replacement parts shall be readily available.
    - c.) The Offeror shall understand and agree that the assessment of reliability and maintainability shall be at the sole discretion of the County.
    - d.) At such time as the equipment is deemed by the County to not be reliable or maintainable, or when replacement parts are no longer readily available, the Offeror shall replace the equipment, at no additional cost, with equal or better equipment that complies with the contract specifications and requirements.
  - 3.21.1.2. Equipment utilized shall be available on the open market. The Offeror shall not provide equipment that is in "beta" or "testing" status.
- 3.21.2. The Offeror shall provide accessories and replacement parts for all components provided, including but not limited to the following:
  - 3.21.2.1. All accessories, including replacement batteries, straps, waist packs, carrying bags, clips and other related supplies necessary for proper operation shall be provided at no additional cost to the County.

- 3.21.2.2. All straps utilized to attach equipment to an offender must be designed so that if an offender cuts, severs or otherwise compromises the integrity of the strap an alarm is generated. All straps designed to attach equipment to an offender must have the capability to be securely sized to an offender. If straps are pre-sized they must be immediately available in one-half inch increments.
- 3.21.2.3. The Offeror shall provide batteries for transmitters that provide twelve (12) months of service without requiring charging or changing. Offeror shall provide batteries for portable tracking units that hold a single charge for a minimum period of twelve (12) hours and are re-chargeable for up to twelve (12) months before failing to hold a charge.
- 3.21.3. The Offeror's monitoring system shall provide electronic monitoring services which shall be in accordance with the following:
  - 3.21.3.1. Be shock resistant, water-resistant, and must function under normal atmosphere and environmental conditions;
  - 3.21.3.2. Have a signal range from 0 to a minimum of 150 feet in all directions;
  - 3.21.3.3. Transmitter shall be capable of operating for a minimum of twelve (12) months and the receiver shall be capable of operating for a minimum of twelve (12) hours without requiring the power supply to be recharged or replaced;
  - 3.21.3.4. The transmitter shall be capable of sending a signal indicating that a low transmitter battery condition exists, a minimum of seventy two (72) hours prior to battery failure;
  - 3.21.3.5. Shall ensure that the signal of the offender's transmitter corresponds to the FMD assigned to the offender;
  - 3.21.3.6. Shall not pose a safety hazard to the offender;
  - 3.21.3.7. Shall emit a signal at a minimum interval of once every three (3) minutes;
  - 3.21.3.8. Be designed to discourage tracing and duplication of the transmitter signal;
  - 3.21.3.9. Be designed in such a manner that any attempt to remove or tamper with the device will be communicated immediately to the monitoring site, identifying the type of tamper;
  - 3.21.3.10. Be certified by the Federal Communications Commission (FCC);
  - 3.21.3.11. Be designed in such a manner to enable summary and violation reports to distinguish between, and also report, all transmitter tamper capabilities;
  - 3.21.3.12. Provide real time alerts for alcohol monitoring;
  - 3.21.3.13. Provide a FMD or in-home monitoring unit that attaches to the offender's telephone using a standard RJ11 modular telephone connector (unless the unit does not require a telephone outlet);

- 3.21.3.14. Be capable of storing data for a minimum of seventy two (72) hours in the event that communication with the Offeror's central computer is disrupted and be immediately transmitted with communication is restored;
- 3.21.3.15. Must have power surge protection for all components;
- 3.21.3.16. Must be capable of communicating with the Offeror's computer(s) on telephone lines operating to the residential telephone company's specifications;
- 3.21.3.17. Must detect the following events and communicate such to the contractor's computer(s):
  - a.) Arrival and departure from transmittal range;
  - b.) Loss and restoration of power when disrupted;
  - c.) Within range transmitter tamper signals;
  - d.) Disruption and restoration of telephone service;
  - e.) Efforts to tamper with the FMD;
  - f.) Low battery alert;
  - g.) Missed calls between the Offeror's computer(s) and the FMD;
- 3.21.3.18. If the system uses proximity sensors, such sensors must have an automatic reset capability.
- 3.21.4. The Offeror's computer(s) shall receive, store and disseminate data generated by the electronic monitoring equipment and shall:
  - 3.21.4.1. Receive data from each FMD unit and must log the date and time of each occurrence/event;
  - 3.21.4.2. Be backed up on a daily basis to a secondary data storage system;
  - 3.21.4.3. Have an uninterrupted power supply;
  - 3.21.4.4. Be able to account for each offender's daily schedule, including the number of times in and out of the offender's residence, and must allow for changes to be made to each offender's schedule as required by the County;
  - 3.21.4.5. Have the capability to update electronic monitoring schedules immediately from information entered into the Offeror's central computer by County staff.
- 3.21.5. The Offeror's system must employ accurate and reliable method(s) of tamper detection.
  - 3.21.5.1. If the Offeror's system is able to detect multiple methods of tamper detection, it shall clearly differentiate each type of tamper status for easy recognition by the County representatives.
- 3.21.7.** The Offeror shall provide a system that offers access by approved County staff through secure connections to, and transactions over, the Internet.

- 3.21.8. The Offeror shall have the capability of case management technology specific to the electronic monitoring system and activity, through the use of automated computer reporting directly to the supervising officer, as well as the central monitoring location.
- 3.21.9. The Offeror's monitoring components shall, every three (3) hours, communicate with the Offeror's central computer to verify that the system is working properly, and shall maintain a record of all verifications for review by the County upon request.
- 3.21.10. The Offeror shall provide active and passive GPS tracking services and devices that are capable of being accessed through a secure Internet connection from desktop, laptop or remote means by designated County personnel who have been provided Offeror-supplied security codes, preferably without the use of proprietary software, and shall have the following capabilities:
  - 3.21.10.1. Capability for the County to download data and reports from the database through secured Internet access;
  - 3.21.10.2. 100% redundancy to avoid any downtime due to hardware or software issues;
  - 3.21.10.3. Mapping of offender locations and for saving of mapped locations;
  - 3.21.10.4. Provision of security features which prevent unauthorized individuals from accessing any information held by the Offeror. Secure access to the system shall be maintained at all times;
  - 3.21.10.5. Provision of capability for every call in and out of the system to be recorded with a transaction record that indicates the called number or calling number, length and the result of the call;
  - 3.21.10.6. All data be recorded with a historical transaction record and stored/archived for retrieval/backup in a database when requested by County personnel in accordance with the following:
    - a.) All historical data shall be centrally stored and accessible for reporting purposes. This information must be available for reporting in a standard transaction file format. The active system shall enable the County to monitor the near real time position for a specific offender's location at any and all times. Offender locations shall be downloaded a minimum of once every four (4) hours for County retrieval and the system shall provide offender locations upon demand.
  - 3.21.10.7. The passive GPS receiver must be capable of storing offender movement information for a minimum of 24 hours and upload information to the Offeror's server, via landline, when placed in the Residence Interface Unit that also serves as a battery recharger. For one piece passive GPS solutions, uploading via cellular connection will be permitted.
  - 3.21.10.8. The system shall provide the capability to:
    - a.) Establish inclusion and exclusion zones;
    - b.) Collect offender points at a minimum of once every (1) one minute;



- c.) Communicate (in some manner) with the offender;
- d.) Provide location mapping; and
- e.) Provide tamper notification.

3.21.10.9. The system must have a user interface that meets, at a minimum, the following requirements:

- a.) Shall allow Adult Court Services or Juvenile Office staff to add, delete or edit offender information without the requirement for contacting the monitoring center;
- b.) Shall allow Adult Court Services or Juvenile Office staff to modify notification preferences online; and
- c.) Shall allow Adult Court Services or Juvenile Office staff to fast forward through GPS tracking points.

3.21.10.10. Offeror shall provide all equipment that meets the highest level of ruggedness and durability available, in accordance with current industry standards, for the following features as applicable:

- a.) Operating temperature, stored temperature range, temperature cycling, shock and vibration, water resistance or waterproofing, operating humidity range, stored humidity range, minimum recharged battery life of 12 hours and tamper resistance;
- b.) Meets market safety standards and presents no health or safety hazards to staff and/or offenders;
- c.) Capable of tracking an offender on a 24 hour, seven day a week basis and able to confirm the date, time and location of the tracking event;
- d.) Not be available as an open market item if this could compromise the security of the system;
- e.) Be Federal Communications Commission (FCC) currently registered and approved;
- f.) Technology currently in use by the manufacturer, proposer, or both and must be identified by name;
- g.) Designed so that if an offender tampers with the equipment an alarm is generated;
- h.) Equal or equivalent to the latest industry standards; and
- i.) For passive GPS, equipment that has the capability to download offender tracking points from the passive portable tracking unit at County sites.

3.21.10.11. Offeror's portable tracking unit must meet all of the requirements described below:

- a.) The portable tracking unit equipment must have internal tamper circuitry to indicate that it has been opened, or disconnected from AC power;
- b.) The portable tracking unit shall have an adjustable sensitivity range capable of transmitting and receiving a radio frequency signal at a minimum radius of up to 150 feet. This is not applicable for a single body worn unit (acting as both transmitter and receiver);
- c.) Communication between portable tracking unit and monitoring center should use standard or wireless cellular telephone connections and standard 110 volt AC residential current;

- d.) Any part of the portable tracking unit system (including charger stand if applicable) that requires the use of a telephone shall use standard telephone lines, wireless cellular telephones, or both to communicate between the individual portable tracking units and the host central computer;
- e.) Offeror shall provide portable tracking units (if part of their tracking system) that can be attached to the offender in a manner that will not impede normal activities or work. A waist pack, carrying bag or clip is acceptable;
- f.) The portable tracking unit shall include an internal clock and memory to store data if communication with the monitoring center is disrupted;
- g.) The portable tracking unit must have internal diagnostics that can determine if it is operating properly and the ability to relay the information to the central monitoring computer;
- h.) If connected to a standard telephone or power line, the portable tracking unit shall have internal surge protection on both the telephone line and the power source;
- i.) The tracking device within the portable tracking unit shall be wirelessly tethered to a bracelet transmitter, unless it is in a single body worn unit;
- j.) The portable tracking unit shall have the capacity to include a device that will notify the offender of messages and/or an alarm delete alert if they are in violation of an exclusionary zone.

### **3.22. Monitoring Requirements:**

- 3.22.1. The Offeror shall provide a secure computer/monitoring facility with admittance restricted to personnel employed by the Offeror and County representatives with proper identification. The Offeror shall require prior notice of arrival of any Offeror and County personnel that will be accessing the computer /monitoring facility.
- 3.22.2. Offeror shall enroll the offender in the system with information provided by the Adult Court Services or Juvenile Office which may include website access to enter the information directly into the Offeror's system. The requesting officer will provide the following information to the Offeror:
  - 3.22.2.1. County Employee's name;
  - 3.22.2.2. What action the Officer wants taken (i.e. enrollment, Client Out of Service, or need for a service call and other information as requested by the County);
  - 3.22.2.3. Date of desired service;
  - 3.22.2.4. Offender's name;
  - 3.22.2.5. Contact information.
- 3.22.3. The offender will be directed to return the monitoring equipment to the Adult Court Services or Juvenile office upon successful release of the offender from the monitoring program.
- 3.22.4. The Offeror shall maintain a surplus inventory that shall be accessible to the County upon request. The Offeror shall supply a sufficient quantity of units to meet the County's need. Said units are to be delivered via overnight service upon request by the County. The

County agrees that it shall assist Offeror in forecasting its unit needs. All units supplied by the Offeror shall be subject to all charges set forth in the Offeror's proposal response, as applicable. County departments and offices utilizing Offeror supplied units shall be entitled to receive, at no additional charge, a reasonable quantity of supplies (batteries, latches, and straps) and a reasonable quantity of installation kits to maintain the County's active monitoring program.

3.22.4.1. **No-Charge Spare:** The Offeror shall provide at least four (4) Radio Frequency units, Digital Cell units, Alcohol Monitoring units, Transdermal Alcohol Monitoring (TAD) units, and GPS units as spare units at no charge each month during the term of the contract. In order to determine the number of inactive days allowed for each unit for billing purposes, the monthly No-Charge Spare allowance will be calculated by multiplying 4 Units by the number of days in the calendar month.

3.22.4.2. The Offeror shall be responsible for all costs associated with damaged, lost or stolen equipment during the term of the agreement. Prosecution for stolen or damaged equipment is the responsibility of the Offeror.

3.22.4.3. Overnight delivery of units, when needed, shall be provided to the County at no additional cost.

3.22.5. The Offeror shall immediately report any system failure to the County.

### **3.23. Alternative Options**

3.23.1. The Offeror should have available and be capable of providing the following monitoring options:

3.23.1.1. Continuous Alcohol Monitoring system that supplies continuous reading of alcohol levels via the sweat glands;

3.23.1.2. Drive-By equipment which meets the following minimum specifications, if provided:

- a.) Equipment should be powered by an internal rechargeable battery, which shall provide the capability of eight (8) hours of operation between charges;
- b.) Equipment should have the capacity to select and search for a specific offender transmitter and search for all transmitters within the immediate range of the drive-by equipment;
- c.) Equipment should be capable of detecting a specific transmitter(s) from a minimum of no less than 300 feet;
- d.) Equipment should record, at a minimum, but not be limited to the following events:
  - Transmission date and time
  - Battery status
  - Tamper status
- e.) Equipment should be capable of storing a minimum of 250 events;
- f.) Equipment should be capable of downloading or transferring to a County printer for printing at a later time.

### **3.24. Training Requirements**

- 3.24.1. The Offeror shall cooperate with the County regarding orientation and training efforts as mutually agreed upon by the Offeror and the County, and/or as may be required herein. The Offeror understands and agrees that all expenses on behalf of their employed or contracted staff, including, but not limited to meals, mileage, lodging and displacement, shall be their own responsibility for payment. The Offeror shall not be obligated for expenses incurred by the County in such instances. The Offeror's orientation and training shall include, at a minimum, the following:
  - 3.24.1.1. The Offeror shall provide initial training to County staff at the Boone County Courthouse to understand processes, and operations of the electronic monitoring program and equipment. The facilities for this training will be provided by the County, and it is anticipated that approximately 20 staff will attend.
  - 3.24.1.2. The dates and length of training workshops shall be mutually agreed upon between the Offeror and the County.
  - 3.24.1.3. The Offeror shall agree to participate in/provide training as deemed necessary by the County to include, but not be limited to follow-up training to ensure successful and efficient operation of the electronic monitoring program by Offeror and County staff.
  - 3.24.1.4. The Offeror shall understand and agree that all training and all associated training manuals shall be provided at no additional cost to the County.

### **3.25. Payment and Invoicing Requirements**

- 3.25.1. No later than the tenth day of each month, the Offeror shall submit invoices from the preceding month's services (i.e. invoices for services rendered for a subject month shall be submitted no later than the tenth day of the following month.) Invoices for Adult Court Services shall be submitted to Adult Court Services, Boone County Courthouse 705 E. Walnut, Columbia, MO 65201. A copy of the invoice shall also be e-mailed to Brandon.Walker@courts.mo.gov. Invoices for the Juvenile Office shall be submitted to Boone County Juvenile Office, Boone County Courthouse, 705 E. Walnut, Columbia, MO 65201. A copy of the invoice shall also be e-mailed to Linelle.Romine@courts.mo.gov.
- 3.25.2. The Offeror shall be required to maintain a billing system that shall differentiate and be distributed to the Adult Court Services and Juvenile Office. The billing system must be accompanied by an electronic excel spreadsheet with a tab for each office so the County can validate billing information easily. The master invoice shall contain the summary for each district by type of service provided.
- 3.25.3. The billing unit applicable to this contract shall be identified as a "monitoring day." A monitoring day shall be defined as the Offeror's electronic surveillance of an offender anytime during a twenty-four (24) hour period that begins at 12 midnight (Central Time.)
- 3.25.4. The Offeror's billing format shall provide the contract number, a unique invoice number, and, at a minimum, the offender's name, identification number, date of activation, date of completion/termination, the specific program and the number of monitoring days being billed for an applicable month, cost per unit, and total.

- 3.25.5. The Offeror's invoice shall indicate the services provided during a specified period of time and shall indicate the amount due.
- 3.25.6. The Offeror must have an accounting system that shall be capable of accumulating, maintaining and translating program expenditures into unit of service cost data for auditing purposes upon request.
- 3.25.7. The County reserves the right to make invoice corrections and/or invoice changes with appropriate notification to the Offeror when recognition of error, omission, or a practice uncommon to General Accepted Accounting Practices is evidenced. In addition, the County shall verify each invoice sent by the Offeror. The County will deduct any costs associated with any individuals not verified as receiving services under the contract. The Offeror shall agree that the County's determination of corrected invoice amount shall be final and without recourse.
- 3.25.8. The County shall make every attempt to secure prompt payment on or before the closing of the last day each month. However, this requirement shall not negate the provisions of section 34.055 RSMo.
- 3.25.9. The Offeror shall maintain any and all financial records required by the County and shall agree that the County shall have the right to review such records, including, but not limited to: staffing ratios, job descriptions, personnel qualifications, and other records as required through the contract.
- 3.25.10. Invoicing and Payment for Expert Testimony – When services have been required, the Offeror shall submit itemized invoices as specified below:
- 3.25.10.1. Personnel Time:
- a.) The Offeror shall specify the actual hours spent working on the assigned services and the appropriate firm, fixed hourly price for the personnel classification as specified on the Pricing Page. Actual hours spent working shall not include travel time.
  - b.) The Offeror shall only invoice for services performed by personnel classifications listed on the Pricing Page of the contract.
  - c.) The Offeror shall support all hours invoiced with detailed time sheets indicating the hours worked each day by each person.
- 3.25.10.2. After approval by the County Project Manager of the monthly invoice and services provided, the Offeror shall be paid for personnel services in accordance with firm, fixed prices stated on the Pricing Page for the classification(s) of personnel provided.
- 3.25.10.3. Travel and Related Expenses – The Offeror shall invoice and be reimbursed for actual and reasonable travel and travel related expenses incurred within the State of Missouri, pursuant to the MO Office of Administration Travel Regulations and Continental United States (CONUS) Per Diem Rates.
- a.) The Offeror must have the prior written approval of the County Project Manager for any such expenses. In addition, the Offeror must have the

prior approval of the County Project Manager for any travel related expenses which may exceed the CONUS rates.

- b.) The Office of Administration Travel Regulations can be found on the Internet by clicking on the Quick Link for Travel Regulations at the following address: <http://www.oa.mo.gov/acct/>.
- c.) The Continental US Per Diem rates (CONUS) can be found by clicking on the link for “Per Diem Rates” at the following Internet address: <http://www.gsa.gov>.

3.25.10.4. Other Costs and Expenses – If the Offeror performed services pursuant to an approved work plan and if other costs and expenses were approved by the County Project Manager as part of the approved work plan, the Offeror shall indicate other costs and expenses incurred and shall attach copies of invoices and/or other receipts to the Offeror’s invoice. The Offeror shall be reimbursed for other costs and expenses previously approved by the County Project Manager as part of the work plan.

3.25.10.5. If the Offeror performed additional consulting based on an approved work plan for a project, in no event shall the total amount paid to the Offeror for such project exceed the guaranteed not-to-exceed price approved by the County Project Manager in the approved work plan.

3.25.11. Other than the payments specified above, no other payments or reimbursements shall be made to the Offeror for any reason whatsoever including payments for “no-shows,” travel time, report time, taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, family assistance, training, telephone charges, etc.

### **3.26. Meetings**

3.26.1. The Offeror may be required to participate in oversight meetings specific to contract compliance as requested by the County. Meeting minutes shall be provided by the County to the Offeror and the County’s Purchasing Department. The County estimated that no more than one meeting per quarter will be conducted, and that the Offeror may participate by way of conference call unless required to attend in person.

### **3.27. Audits**

3.27.1. The Offeror agrees and understands that the County and/or any appropriate state/federal agency may examine (audit) all pertinent books, documents, papers, and records of the Offeror as they relate to the requirements of the contract, and shall make such available upon request.

3.27.1.1. The Offeror shall retain all records relating to the contract for five (5) years or such time as prescribed by law after the close of the fiscal year in which the contract expires/terminates. Such records may be destroyed at the end of the five year period if the County has been notified in writing by the Offeror and written approval to destroy the records has been received from the County. In all cases where audit questions have arisen before the expiration of the five-year period, records shall be retained until resolution of such.

- 3.27.1.2. The Offeror shall retain records which relate to appeals, litigation of the settlement of claims arising out of performance of the contract and costs and expenses of the contract to which exception has been taken by the County until such time as the appeal, litigation, claim or exception has been resolved.

### 3.28. Other Requirements

- 3.28.1. **Deficiency Notice:** The Offeror shall understand and agree that if the County, through its review and evaluation of contractual performances, determines that the services being performed by the Offeror are unacceptable, the County shall provide written notice which states the deficiencies to the Offeror's authorized representative. The County shall ensure that all deficiency notices contain recommended remedies as well as acceptable terms of reconciliation.
  - 3.28.1.1. Evidence of deficiency shall exist and be recognized by the County as unacceptable performance involving the Offeror's non-compliance with any rule, regulation, policy and procedure, standard, protocol, practice, or statute, that if continued would limit and/or offset to a significant degree a desired outcome prescribed herein.
  - 3.28.1.2. The delivery of a deficiency notice must be verifiable by either party either through a confirmation memorandum; e-mail correspondence; and/or certified letter (with return receipt request.)
  - 3.28.1.3. Upon receipt of the notice of the deficiency notice, the contractor shall have (7) seven calendar days to either correct the described deficiency(ies), or demonstrate good cause as to why the deficiency(ies) cannot be resolved within the seven day period. In either instance, the contractor shall implement a corrective plan of action and direct a response to the County within the seven day period.
  - 3.28.1.4. Such provisions concerning the providing of deficiency notices shall be in addition to the provisions contained elsewhere herein concerning notice provided to the Offeror regarding issues of contractual breach.
- 3.28.2. The contract is not intended to create any rights, liberty interest, or entitlements in favor of any individual. The contract is intended only to set forth the rights and responsibilities of the parties hereto. Therefore, it is expressly understood and agreed that enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other person on this agreement. It is the express intention of the parties hereto that any entity, other than the parties hereto, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.
- 3.28.3. **Financial Requirements:** The Offeror understands that the County is not obligated for any payments under the terms of this agreement unless funds have been officially encumbered in accordance with the provisions of Chapter 33, RSMo. The contract shall automatically terminate without penalty or termination costs if such funds are not appropriated or available. If funds are not appropriated or available for the contract, the Offeror shall not prohibit or limit the County's right to pursue alternate contracts as may be necessary. The

requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract. The availability of funding for this contract shall be determined solely by the County, and such determination shall be final and without recourse by the Offeror. The County does not give any assurances under the terms of this contract that the maximum calculated payment for service(s) specified herein will be purchased.

- 3.29.3.1. Moneys received from the County under this contract shall not be used to supplant local funds or subsidize services provided to other agencies, organizations, or individuals.
- 3.28.4. Unless otherwise specified, the Offeror shall be responsible for furnishing all material, labor, facilities, equipment, and supplies necessary to perform the services required. The Offeror shall comply with the Fair Labor Standard Act, Equal Employment Opportunity Commission laws, and any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded.
- 3.28.5. No County or other public funds payable under the contract shall be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Offeror hereby warrants and certifies that the Offeror has in place appropriate systems and controls to prevent such improper use of public funds. Under no circumstances in the course of providing products, services, or any other performance of their duties/obligations to the County shall the Offeror directly or indirectly utilize tools, equipment, and/or software programs that are in violation of third parties' legal copyrights. If the County determines that the Offeror is in violation of this paragraph, the County may exercise any remedy available at law including, without limitation, immediate termination of the contract and any remedy consistent with the United States copyright laws.
- 3.28.6. The County shall furnish all legal and accounting services as may be necessary for the County to satisfy contractual responsibilities. The County shall not assume, nor shall it be liable for legal or accounting services as may be necessary for the Offeror to satisfy its contractual obligations. Without exception to the foregoing, the County is not obligated to provide legal or accounting counseling to the Offeror in connection with any litigation or threatened litigation against the Offeror arising out of the Offeror's performance.
- 3.28.7. **Conflict of Interest:** No official or employee of the County or public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the scope of Work covered by the contract shall acquire any personal interest, directly or indirectly, in the contract or proposed contract.
  - 3.28.7.1. In accordance with state and federal laws and regulations, executive order or regulations and policies of the County, the Offeror agrees that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services. The Offeror agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
  - 3.28.7.2. It is agreed that no County employee shall help the contractor obtain the contract or participate in the performance of this contract if such involvement will



constitute a conflict of interest. Before any County employee may be involved in the performance of this contract written approval shall be obtained from the County Project Manager.

- 3.28.7.3. A County employee shall not be compensated under this contract for duties performed in the course of his/her County employment. A County employee shall not use County facilities or materials for personal gain relating to the performance of the contract.
- 3.28.7.4. The Offeror shall understand and agree that the County shall have the right to negotiate at any time during the contract for more favorable pricing, performance levels, and/or terms in order to adapt to changed market conditions, County's operating environment and/or economy. The Offeror shall further understand and agree that in event of unsuccessful negotiations, the County may elect to cancel or not renew and rebid with new requirements that more accurately reflect the market conditions, operating environment and/or economy.



#### 4. CONTRACT TERMS AND CONDITIONS

4.1. **Contract Period:** The initial term of the resulting contract agreement for the proposed **Electronic Monitoring Services** from this Request for Proposal will be from **January 1, 2014 through December 31, 2014**. The contract may be renewed for up to **5 additional 1-year periods**, by mutual agreement of both the Contractor and the County.

4.2. **Contract Documents:** The successful Offeror shall be obligated to enter into a written contract with the County within 15 days of award on contract forms provided by the County. If Offeror desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their response. 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 request or are unacceptable to county legal counsel.

4.3. **Provisions for Termination:** The contract may be terminated by the County for any of the following reasons or under any of the following circumstances.

4.3.1. Due to a material breach of any term or condition of this agreement.

4.3.2. If in the opinion of Boone County, delivery of products / services is delayed or products / services delivered are not in conformity with the contract documents.

4.3.3. If appropriations are not made available and budgeted for in any calendar year.

4.3.4. Boone County reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor **MUST** notify the County.

4.4. In case of any default by the Contractor, the County may procure the product or service from other sources and hold the Contractor responsible for any damages incurred including, but not limited to, excess cost or handling charge. The County shall have the right to remove any Contractor who defaults on any contract with the County from all Bidders' lists.

4.5. The successful Offeror is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

4.6. Offeror must clearly state in writing any restrictions or deviations from these specifications. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with the technical and financial requirements, contract terms and conditions as described in these specifications. The proposal of the Contractor will be included as part of the final contract.

4.7. Award will be made by written notification from the Purchasing Director. This written notice shall be deemed to result in a binding contract which shall be governed by the laws of the State of Missouri as adopted and in force on the date of the agreement.

4.8. Contractor agrees to furnish services and to perform the project within the stated completion schedule, and in strict compliance with requirements stated in the RFP Document.

4.9. Contractor proposes and agrees to accept, as full compensation for furnished services, the price submitted in response to the RFP document. All related costs associated with providing the services specified shall be considered by both County and Contractor to be included within this quoted price. The county shall not pay, nor be liable for, any additional cost including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidation damages, etc.

4.10. Contractor agrees that no modification of any provision contained in the contract shall be made, or construed to be made, unless such modification is mutually agreed to by both parties and incorporated in a written amendment to the contract approved by the Purchasing Director.

4.11. Contractor shall provide and install equipment that meets or exceeds the specifications contained in this RFP.

4.12. The Contractor must provide any additional equipment necessary, at no cost to the County, if the awarded equipment does not meet the specifications outlined in this document. The County shall determine whether the specifications are adequately met.

4.13. Attached Standard Terms and Conditions for Contracts shall apply to the contract award.

**4.14. Patents:** The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.

**4.15. Assignment of Contract:** No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received there under by the Contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

“It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.”

**4.16. Legal Requirements:** The Contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.

**4.17. Equal Opportunity:** The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

**4.18. Domestic Purchasing Policy:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods.

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri, 1987.

4.19. If a contradiction in the contract documents occurs then the more expensive interpretation shall prevail and be inclusive in that respective contractor's proposal response.



## 5. PROPOSAL SUBMISSION INFORMATION

### 5.1. RESPONSE TO PROPOSAL

#### 5.1.1. Submission of Proposals:

5.1.1.1. When submitting a proposal, the Offeror should include the **original and six (6) additional copies**.

a. The Offeror shall submit the proposal to:

Boone County Purchasing Department  
Attn: Amy Robbins, Senior Buyer  
613 E. Ash Street, Room 109  
Columbia, MO 65201

b. The proposals must be delivered no later than **10:30 a.m. on October 17, 2013**. Proposals will not be accepted after this date and time.

5.1.1.2. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal as described in section 5.1.4.

a. Each distinctive section should be titled with paragraph number 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 response.

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

5.1.1.3. 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. Any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.

5.1.1.4. 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.

**5.1.2. 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:

- 5.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.
- 5.1.2.2. 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.
- 5.1.2.3. 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.
- 5.1.2.4. 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.

**5.1.3. Evaluation and Award Process:**

5.1.3.1. Boone County has selected an evaluation team to review responses and to make a formal recommendation for award to the County Commission. 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 evaluation team will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

- a. **Cost**
- b. **Experience/Reliability of Organization and Expertise of Personnel**
- c. **Method of Performance and Solution Functionality**

5.1.3.2. 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 County may request to visit sites where proposed equipment is in operation. 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.

**5.1.4. Evaluation:**

5.1.4.1. 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.

- 5.1.4.2. 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:
  - 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 equipment installed and prior services performed and requirements thereof.
- 5.1.4.3. 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.
- 5.1.4.4. Offeror shall provide a list of qualifications of the Offeror and/or the staff of the Offeror's organization who will be involved in the project. List shall include number of certified technicians and levels of experience on the proposed solution and state how many miles they are located from Boone County.
- 5.1.4.5. 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.
- 5.1.4.6. Where the words "shall" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the Offeror's final response rating.
- 5.1.4.7. Where the words "should", "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Offeror's final response rating.
- 5.1.4.8. The method by which the proposed method of performance is written will be left to the discretion of the Offeror. However, the Offeror should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.

#### **5.1.5. Rejection / Withdrawal of Proposals Response:**

Rejection of Proposals The County reserves the right, at its discretion, to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with Offeror's and to accept the proposal deemed to be in the best interest of the County.

Withdrawal of Proposals - Proposals may be withdrawn on written request from the Offeror at the address shown in the solicitation prior to the time of acceptance.

Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

**5.1.6. Validity of Proposal Response:**

Offerors agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.





**6. Response/Pricing Page**

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 Offeror named below. (Note: This form must be signed. All signatures must be original).

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

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

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

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

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

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

E-Mail Address: \_\_\_\_\_

**6.1. Pricing**

**6.1.1. Required Pricing** – The Offeror shall state the firm, fixed price to provide all services necessary to operate an electronic monitoring system in accordance with the minimum mandatory requirements stated herein.

Description	Estimated Quantities	Firm, Fixed Price
Radio Frequency Monitoring	19	\$_____ Firm, Fixed Price Per Monitoring Day, Per Offender
Alcohol Monitoring	9	\$_____ Firm, Fixed Price Per Monitoring Day, Per Offender
<i>GPS Monitoring, One Piece</i>	11	<i>\$_____ Firm, Fixed Incremental cost per monitoring day, per offender, over and above the offeror's firm, fixed price per monitoring day, per offender for a radio frequency monitoring system</i>
<i>Cell Monitoring (not landline)</i>	6	<b>\$_____ Firm, Fixed Price Per Monitoring Day, Per Offender</b>

**6.1.2. Other Required Costs:** The Offeror must state below any costs in addition to those proposed on the Pricing Pages contained herein for any additional materials, services, supplies, and/or other one time costs that are necessary to satisfy the requirements of the Request for Proposal and shall, therefore, be furnished by the Offeror if awarded a contract, at no more than the cost indicated. Other Costs that are applicable one-time charges to be incurred by the County shall be included in the cost portion of the evaluation. Other Costs that are variable and unable to be aggregated may be considered in the subjective evaluation of Proposed Method of Performance and Solution Functionality.

Description	Unit of Measure	Firm, Fixed Price Unit Price
Per hour providing expert witness testimony	Hour	

**6.1.3. Equipment/Services Pricing:** If the offeror is proposing to provide any optional equipment and/or services specified below as part of the offeror's proposed electronic monitoring system, the offeror must indicate below a single incremental price over and above the firm, fixed per monitoring day, per offender price. The County, at its sole option, shall determine which optional equipment/services specified below to award, if any, as part of the contract for electronic monitoring services. The availability and cost of optional equipment/services may be considered in the subjective evaluation of Proposed Method of Performance and Solution Functionality.

Description	Firm, Fixed Price
Continuous alcohol monitoring	\$ _____ <i>Firm, fixed price per monitoring day, per offender</i>
Drive-by monitoring	\$ _____ <i>Firm, fixed price per unit, per day</i>

**6.1.4. Optional Products/Services:** The Offeror should state additional optional products and services it is capable of providing, and must state firm, fixed prices for any such products or services proposed. The availability and cost of other optional equipment/services may be considered in the subjective evaluation of Proposed Method of Performance and Solution Functionality.

Other Options / Description	Unit Price

**6.1.5. Renewal Option:** The County shall have the sole option to renew the contract in one (1) year increments, or a portion thereof, for a maximum total of five (5) additional years.

The Offeror must indicate below the maximum allowable percentage of price increase or **guaranteed** minimum percentage of price decrease applicable to the renewal option years. If a percentage is not proposed (i.e. left blank, page not returned, etc.), the County shall have the right to execute the option at the same price(s) proposed for the original contract period. Statements such as “a percentage of the then-current price” or “consumer price index” are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the **ORIGINAL** contract price, NOT against the previous year’s price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

The percentages indicated below shall be used in the cost evaluation to determine the potential maximum financial liability to the County.

**NOTICE: DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.**

<u>Maximum Increase</u>	<u>Minimum Decrease</u>
1 <sup>st</sup> Renewal Period: original price + _____%	<b>OR</b> original price - _____%
2 <sup>nd</sup> Renewal Period: original price + _____%	<b>OR</b> original price - _____%
3 <sup>rd</sup> Renewal Period: original price + _____%	<b>OR</b> original price - _____%
4 <sup>th</sup> Renewal Period: original price + _____%	<b>OR</b> original price - _____%
5 <sup>th</sup> Renewal Period: original price + _____%	<b>OR</b> original price - _____%

**EXHIBIT A  
EXPERIENCE / RELIABILITY OF ORGANIZATION, AND EXPERTISE OF PERSONNEL**

The evaluation of the Offeror's experience, expertise, and reliability shall be subjective based on the requirements stated herein. Therefore, the offeror must present detailed information regarding current and/or prior experiences in providing the services, expertise of the personnel proposed, and reliability of the organization. The following information must be provided by the offeror in order to verify their proposed experience, expertise, and reliability. The County reserves the right to use this information, including information gained from any other source, in the evaluation process.

**A.1. EXPERIENCE OF THE ORGANIZATION**

- 1) The Offeror should describe its organizational qualifications including, but not limited to, the history and background of the organization.
- 2) The Offeror should provide a detailed description of their current and prior experience pertaining to establishing and maintaining an electronic monitoring system as required by the RFP. The Offeror should provide a list of entities for which they, and any proposed subcontractors, have provided the same services as those required herein. For each of the entities, the offeror should provide a contact name at each entity, their telephone number, and e-mail address so that the information provided and outcomes may be verified.

**A.2. EXPERTISE OF PERSONNEL**

- 1) The Offeror should fully describe the expertise and experience of the staff that will be assigned. The Offeror's description should include the position and position description of the proposed staff as well as detailed resumes for the proposed staff. Resumes should be structured to emphasize relevant qualifications (including education, licenses, certifications, etc.) and experience of the personnel in successfully completing contracts/performing services of the same size and scope of the requirements of this RFP. Information submitted should clearly identify previous experience in performing the same services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and how the person's involvement in that project will relate to the person's ability to contribute to the County. In the event specific personnel are not able to be designated, the Offeror should provide detailed descriptions of the required qualifications for the assignment as well as detailed job/position descriptions of the specific positions, including the type of person proposed to be assigned.
- 2) The Offeror's response should also specifically address personnel's knowledge and experience with the following:
  - a. The development, implementation, and administration of electronic monitoring services identical in scope to the program requirements stated herein.
  - b. The various technical requirements required and desired to meet the requirements of the RFP (see Performance Requirements, section 3);

**A.3. RELIABILITY OF THE ORGANIZATION**

- 1) The Offeror should describe the financial and personnel resources of the organization(s) available to support the subsequent contract.
  - a. The Offeror's financial stability will be considered as part of the proposal evaluation. Therefore, the Offeror should submit adequate financial information as evidence of the

Offeror's financial stability. This may include but not be limited to audited financial statements, annual reports, 10Q reports, 10K reports, or other recognized reports that provide information to support the Offeror's financial stability.

- 2) The Offeror must indicate whether there is currently and within the past twelve months any legal actions, suits, or proceedings, pending or threatened against the Offeror's organization. Explain circumstances. For any subcontractors proposed the same information should be provided for the subcontractor's organization.
- 3) The offeror must indicate whether or not they have had contracts with other governmental and/or private entities that have been canceled prior to expiration or contracts not renewed after the initial contract period within the past five (5) years. Explain circumstances/reasons for the cancellation and/or non-renewal.

**EXHIBIT B**  
**PROPOSED METHOD OF PERFORMANCE AND SOLUTION FUNCTIONALITY**

The evaluation of the offeror's proposed method of performance and solution functionality shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding plans and approaches for meeting the objectives and tasks specified in the RFP. The following information should be provided by the offeror in order to verify their proposed method of performance. The County reserves the right to use this information, including information gained from any other source, in the evaluation process.

- B.1.** The Offeror should provide a detailed technical work plan and approach for meeting the requirements in the Performance Requirements section of this RFP. The Offeror should include a written narrative addressing each item of the Performance Requirements section.

The method by which the proposed method of performance is written is left to the discretion of the Offeror. The following method is recommended: Identify each specific paragraph and subparagraph of the Performance Requirements (Section 3 herein) by paragraph and page number as an item for discussion. Immediately below these numbers, write a description of how, when, by whom, with what, to what degree, why, where, etc., the requirements will be satisfied and otherwise detail the Offeror's understanding of the requirements and ability to successfully perform.

- B.2.** In presenting the method of performance, the Offeror should specifically describe the following:

- a) Methods of program evaluation and proposed frequency of program evaluation;
- b) The Offeror should describe all mandatory and mandatory/option systems including the following:
  - 1) Any limitation(s) of the proposed transmitter(s) with respect to the equipment's shock resistance and water capabilities and the equipment's capability to function under normal atmospheric and environmental conditions;
  - 2) The specific design characteristics that shall prevent tracing and duplication of the proposed transmitter's signals;
  - 3) Any limitations of the proposed receiver/dialer(s) with respect to the equipment's functional reliability to operate under normal atmospheric and environmental conditions;
  - 4) The type of equipment proposed to be used at the computer/monitoring site, a description of the operating system environment, and the telecommunications strategy that the Offeror is proposing to employ;
  - 5) The proposed communications system which shall provide the County with the capability to communicate with the computer/monitoring site;
  - 6) The Offeror's proposed methods of attaching the transmitter to the offender and installing the receiver/dialer to the offender's telephone line.

- c) The Offeror should describe in detail any other electronic monitoring system(s) it can provide to the County. The Offeror's description should include, but not be limited to the following:
  - 1) Description of electronic monitoring system components, including power source utilized and/or required, and the specific functions and capabilities of each component;
  - 2) Description of specific computer hardware and software programs utilized, including a description of the Offeror's proposed process to ensure compatibility with the County's existing system;
  - 3) Description of voice or other means of verification to confirm violations and re-confirm monitoring client;
  - 4) Description of the electronic monitoring system and its compatibility with drive-by equipment or cellular telephone equipment;
  - 5) Description of optional global positioning monitoring system.
- d) The Offeror should provide International Standards Operations Certification or its equivalent with the Offeror's response.
- e) The Offeror should provide the following information regarding computing and telecommunications:
  - 1) A detailed description of the changes that shall be required of the Offeror's computing and communications system to accommodate the County's system;
  - 2) A detailed description of the Offeror's proposed equipment inventory procedures;
  - 3) Proof that the Offeror's proposed equipment is FCC certified.
- f) The Offeror should describe proposed training and standard operating procedure manuals that will be provided to all designated probation and parole staff.
- g) The Offeror should describe its proposed methods of staff recruitment.
- h) The Offeror should describe its proposed plans for coordination between the Offeror and the County on all program issues, from staffing and personnel issues to offender issues.
- i) The Offeror should state the length of time required for actual program implementation after notification of contract award.
- j) The Offeror should describe their disaster recovery plan and data center facilities.

**B.3.** The Offeror should also provide a sequential step-by-step description of the tasks or events that are proposed to accomplish the requirements of the RFP, especially the start-up phase, and the number of work hours required to perform the task or event. In addition, the Offeror should specify the personnel proposed to perform each task and the number or work hours each person will be working on that particular event.

- a) A Schedule of Events may be helpful in presenting such data and should be used by the Offeror. In the event of overlapping or concurrent tasks, the use of a graphic chart (PERT, bar, line, etc.) is recommended.
- b) The Offeror is advised that the personnel work hours proposed in the Schedule of Events may be compared with the qualifications of the personnel.
- c) The Offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The relationship of service personnel to management and to support personnel should be clearly illustrated.
- d) The organizational chart should include the names of the personnel and working titles of each.
- e) The organizational chart should include information about any proposed subcontractors including management, supervisory, and other key personnel.
- f) Along with a detailed organizational chart, the Offeror should describe how services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.



**BIDDER'S ACKNOWLEDGMENT**

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

before me appeared \_\_\_\_\_ to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the \_\_\_\_\_  
President or other agent

of \_\_\_\_\_; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at \_\_\_\_\_, \_\_\_\_\_ the day and year first above written.

(SEAL) \_\_\_\_\_ Notary Public

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_.

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

**AFFIDAVIT**  
**(Only Required for Individual Bidder Certification Option #2)**

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_            )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

On the date above written \_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

\_\_\_\_\_  
Notary Public

My Commission Expires:

## **CERTIFICATION OF INDIVIDUAL BIDDER**

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- \_\_\_\_1.      I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- \_\_\_\_2.      I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
- \_\_\_\_3.      I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_

Applicant

\_\_\_\_\_

Date

\_\_\_\_\_

Printed Name



**SIGNATURE AND IDENTITY OF OFFEROR**

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Offeror, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Offeror or Offerors; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

- ( ) sole individual                      ( ) partnership                      ( ) joint venture
- ( ) corporation, incorporated under laws of the state of \_\_\_\_\_

Dated \_\_\_\_\_, 20\_\_\_\_  
Name of individual, all partners, or joint ventures:

Address of each:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

doing business under the name of:

Address of principal place of business in Missouri:

\_\_\_\_\_ (If using a fictitious name, show this name above in addition to legal names.)

\_\_\_\_\_ (If a corporation - show its name above)

ATTEST:

\_\_\_\_\_ (Secretary)

\_\_\_\_\_ (Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer

**(Please complete and return with Proposal Response)**

Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Name and Title of Authorized Representative

---

Signature

---

Date

## STANDARD TERMS AND CONDITIONS

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

**ANTI-COLLUSION STATEMENT**

STATE OF MISSOURI

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and

says that he is \_\_\_\_\_  
(Title of Person Signing)

of \_\_\_\_\_  
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**“SAMPLE” CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and \_\_\_\_\_ (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

**PROPOSAL NUMBER 38-17OCT13  
ELECTRONIC MONITORING SERVICE  
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as described in the Request for Proposal and any applicable addendum and plans. The contract award is to **be in the amount of - \_\_\_\_\_ and the award is as follows:**

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

- Instructions and General Conditions
- Introduction and General Information
- Scope of Services
- Contract Terms and Conditions for Awarded Contractor
- Proposal Submission Information
- Response / Pricing Page
- Exhibit A: Experience/Reliability of Organization and Expertise of Personnel
- Exhibit B: Proposed Method of Performance and Solution Functionality
- Bidder's Acknowledgment
- Work Authorization Certification
- Signature and Identity of Offeror
- Certification Regarding Debarment
- Standard Terms and Conditions
- Anti-Collusion Statement
- Contract Agreement

All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained first in this Contract Agreement and second in the proposal specifications including project specifications for Video Conferencing Equipment for Electronic Monitoring Services and any applicable addenda shall prevail and control over the Contractor's bid response.

Said specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein. The Contractor further agrees that he is fully informed

regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the County Representative under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; and shall comply with all reasonable scheduling instructions of the County Representative as the project is being completed in a working, open courthouse in which trials and other court business will be conducted throughout the term of this Contract Agreement.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount: \$ \_\_\_\_\_

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on \_\_\_\_\_ at Columbia, Missouri.

(Date)

CONTRACTOR:

OWNER, BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Authorized Representative Signature

By: \_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

By: \_\_\_\_\_  
Authorized Representative Printed Name

Title: \_\_\_\_\_

Approved as to Legal Form:

ATTEST:

\_\_\_\_\_  
CJ Dykhouse  
Boone County Counselor

\_\_\_\_\_  
Wendy Noren, County Clerk

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Appropriation Account



***“No Bid” Response Form***

**Boone County Purchasing**  
613 E. Ash Street, Room 109  
Columbia, MO 65201

Amy Robbins, Senior Buyer  
(573) 886-4392 – Fax: (573) 886-4390

**“NO BID RESPONSE FORM”**

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A PROPOSAL RESPONSE**

If you do not wish to respond to this RFP request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

**RFP: 38-17OCT13 – Electronic Monitoring Service**

Business Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

Contact: \_\_\_\_\_

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

Reason(s) for Not Submitting Proposal Response :

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_