



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
301 SE INNER LOOP - SUITE 106
GEORGETOWN, TEXAS 78626

<http://www.wilcogov.org/purchasing>

REQUEST FOR PROPOSAL

ELECTRONIC HOME MONITORING SERVICE FOR WILLIAMSON COUNTY JUVENILE SERVICES

PROPOSAL NUMBER: 12WCPA113

PROPOSALS MUST BE RECEIVED ON OR BEFORE: JULY 26, 2011 – 1:30 PM

PROPOSALS WILL BE PUBLICLY ACKNOWLEDGED: JULY 26, 2011 - 2:00 PM

PROPOSAL SUBMISSION

DEADLINE: Proposals must be received in the Purchasing Department **on or before 1:30 pm on Tuesday, July 26, 2011**. Proposals will be publicly acknowledged at 2:00 pm or soon thereafter in the Williamson County Purchasing Department, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas.

METHODS: Sealed Proposals may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: Kerstin Hancock, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas 78626*.

FAX/EMAIL: Facsimile and electronic mail transmittals will not be accepted.

PROPOSAL REQUIREMENTS

SUBMITTAL: TRIPLICATE: Proposals are to be submitted in triplicate (1 original complete Proposal set and 1 copy of the Proposal set AND 1 CD including all required information). The Proposal sets should be marked "original" or "copy". A "Proposal set" consists of the COMPLETED AND SIGNED Proposal Form and any other required documentation. All copies should have the same attachments as the original.

SEALED: All Proposals must be returned in a sealed envelope. Firm's name, address, proposal name, number, opening date and time should be clearly marked on the outside of the envelope. **If an overnight delivery service is used**, the Firm's name, address, proposal name, number, opening date and time should be clearly marked on the outside of the delivery service envelope.

REFERENCES: Williamson County may require proposer to supply a list of at least three (3) references where like services have been supplied by their firm if vendor has not done business with the County within the past five (5) years. Include name of firm, address, phone number and name of representative.

LEGIBILITY: Proposals must be legible and of a quality that can be reproduced.

FORMS: All proposals should be submitted on the forms provided in this Proposal document. Changes to proposal forms made by proposers may disqualify the proposal. Proposals cannot be altered or amended after submission deadline.

LATE PROPOSAL: Proposals received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for delay of mail, courier service, etc.

RESPONSIBILITY: It is expected that a prospective proposer will be able to affirmatively demonstrate proposer's responsibility. A prospective proposer should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

AWARD

THIRTY DAYS: Awards should be made approximately thirty (30) days after the proposal opening date. Results may be obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE: No more than one proposal will be awarded for any item, single department or area. Proposals may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best proposal.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Proposals for any or all materials and/or services covered in this Proposal request, and to waive informalities or defects in the Proposal or to accept such Proposal it shall deem to be in the best interest of Williamson County. In determining the overall best Proposal, the County may exercise either (or both) of the following options granted to local government's under the Texas Local Government Code.

Option 1 – TLGC § 271.905. This option allows the County to consider a Proposer's principal business location in determining the overall lowest and best Proposal.

Option 2 – TLGC § 271.907. This option allows the County to evaluate Proposal and give preference to goods and/or services of a vendor that demonstrates that the vendor meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the Proposal should provide information in narrative form indicating the anticipated air quality impact. Proposers are expected to meet all mandated state and federal air quality standards.

CONTRACT: This proposal, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful proposer and Williamson County.

The successful proposer may be required to sign an additional agreement containing terms necessary to ensure compliance with the proposal.

CONTRACT ADMINISTRATION: Under this contract, Robyn Murray, Financial Director of Juvenile Services, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful proposer.

CONTRACT PERIOD(S): The Initial Contract Period is October 1, 2011 through September 30, 2012.

Possible extensions for maintenance include:

October 1, 2012 through September 30, 2013

October 1, 2013 through September 30, 2014

CONTRACT EXTENSIONS: At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-four (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioner's Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

PROPOSAL CONTACTS

Any questions, clarifications or requests for general information should be directed to the contacts listed below. Question submittals must be made via email, and are **due by 5:00 PM on Wednesday, May 18, 2011**. Every effort will be made to answer questions as soon as possible with an email response.

All submitted questions with their answers will be posted to the Williamson County portal,

<http://wilco-online.org/ebids/bids.aspx>

If you do not have access to email or internet please call the Purchasing contact below

PURCHASING CONTACT:

Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626
(512) 943-1546
Khancock@wilco.org

TECHNICAL CONTACT:

Samara Henderson
Williamson County
Juvenile Services
1821 SE Inner Loop
Georgetown, TX 78626
(512) 943-3205
shenderson@wilco.org

MISCELLANEOUS

FOB DESTINATION: All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Request for Proposal. The title and risk of loss of the goods shall not

pass to the County until receipt and acceptance takes place at the FOB point.

FIRM PRICING: All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of proposal opening for a fixed period of time. Unless the proposal expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 2012. Proposals which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best proposal, but for no longer than the current fiscal year.

ESTIMATED QUANTITIES: The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the proposal.

FUNDING: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2011 through September 30, 2012 fiscal year.

SALES TAX: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Proposal Packages and/or Proposal Instructions/Requirements.

DELIVERY: The delivery time and location for the commodity and/or service covered by this Proposal shall be as stated in the various Proposal packages.

PURCHASE ORDER: If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful Proposer for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

PAYMENT: Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address

- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker, 943-1558.

CONFLICT OF INTEREST: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Proposer's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from Williamson County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictOfInterestDisclosure/tabid/689/language/en-US/Default.aspx>

The Williamson County Conflict of Interest Statement is included as Attachment A of this RFP. This form should be completed, signed, and submitted with your proposal.

ETHICS: The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

DOCUMENTATION: Proposer shall provide with this proposal response, all documentation required by this proposal. Failure to provide this information may result in rejection of the proposal.

TERMINATION FOR CAUSE: In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with the Proposer's proposal, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Proposer may be given reasonable time to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The successful proposer shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this Proposal including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

WORKERS' COMPENSATION

This contract contemplates services that do not require worker's compensation insurance coverage. However, if it becomes necessary that the proposer provide services related to the project such as delivering equipment or materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Division of Workers' Compensation requirements.

GENERAL INFORMATION

Williamson County Juvenile Services invites qualified vendors to submit a proposal to provide electronic monitoring services for juveniles as ordered by the Court. The services include providing GPS (Global Positioning System) equipment and 24/7 monitoring as well as the enrollment, installation, daily scheduling for up to fifty (50) juveniles per month. Radio frequency based monitoring systems will not be considered.

REQUIREMENTS

Standards for Service:

The one piece unit electronic monitoring system shall utilize the most current available equipment with Global Positioning Systems (GPS) transmission, which must meet industry standards. The system must verify the offender's presence at the location directed by the Court the community supervision officer, and be equipped with tamper resistant instruments. The pricing must be all inclusive, monitoring, delivery and training.

- The proposer shall have a web based enrollment procedure that can easily be completed by staff with minimal training and difficulty.
- The proposer shall have a variety of plans to include passive and active monitoring.
- The proposer shall have a "ping" option for real time with no added cost.
- The proposer shall maintain replacement parts adequate for the proper provision of on call service.
- The proposer shall provide all materials required for monitoring and spare units, at no cost to the county until activation.
- The proposer shall maintain and replace defective parts within 24 hours of notification of a problem. The vendor may not limit an order or shipment of an order with a "Minimum Dollar or Quantity Amount."
- All equipment and services provided for under the contract must be serviced and maintained by the vendor for the term of the contract.
- Any alterations in product manufacturing fabrication or delivery of substitute equipment must be approved by the Executive Director, Juvenile Services.
- When a manufacturer of the equipment under contract makes changes or enhancements at no cost to the general trade, the proposer must make these improvements available to Williamson County Juvenile Services immediately and must maintain the changes at a current level, without increase in cost and warranty.
- The proposer shall provide documentation of product liability insurance; cover the loss or damage from theft and vandalism.
- The proposer is responsible for all equipment utilized, installed and monitored as a part of this contract. This includes lost, damaged, stolen or otherwise misplaced transmitters, receiving units, bands and supplies. **Juvenile Services will not pay for any equipment under any circumstances related to this contract.**

Equipment Specifications:

- All equipment provided for Electronic Monitoring Services shall be of the highest quality and reliability available. The equipment shall include, but not limited to, installation kits with necessary equipment to properly install and activate system. It should also have spare straps and other equipment necessary for the Probation Office to keep using the system between probationers.
- Tamper resistant attachment bands are required.
- Transmitters must be shock resistant and waterproof.

- Transmitter straps must be hypoallergenic and must adjust to accommodate various sized individuals and shall be easily installed on the participant with minimal training and experience of the installer.
- The batteries powering the transmitter must have at least one-year battery life and must be field replaceable.
- Secondary methods of verification are considered an enhancement, but are not required.

Level of Service Required:

- The proposer shall provide staff 24 hours a day, 7 days a week, who are capable of immediately detecting unauthorized absences/late arrivals. In addition to a 24 hour live "help line" to resolve other problems that may arise.
- The service provider shall provide emailed and website reports to the assigned Probation Officer at the beginning of each business day, no later than 8:30am. The report shall include all monitoring information generated since the last report.
- The proposer's staff shall verify unauthorized absences/late arrivals, tampering, equipment malfunctions and shall report such occurrences to Juvenile Services staff by email by 8:30am the following day and website.
- The proposer shall provide copies of computer generated reports of personal data, monitoring data or follow-up reports on monitoring incidents by daily emails and internet access.
- The proposer shall prepare and email within 24 hours to designated staff notices concerning any interruption in service, including the date and time that the interruption began, the date and time that service was restored, a description of the problem and the proposer's plan for avoiding similar problems in the future.
- The proposer shall establish a method of storage of each participant's monitoring data until otherwise notified by Juvenile Services. This information shall be stored on a computer readable medium and provided to Juvenile Services upon request.
- The proposer will record and store results of monitoring at a central location and be able to provide quarterly and/or end of Williamson County fiscal year report indicating statistics on the participants serviced.
- The proposer shall abide by the TDCJ-CJAD standard contract provisions, and any additional contract provisions required by Juvenile Services.
- The proposer shall prevent unauthorized access to the data contained in the computer system by unauthorized staff or other parties. Staff who monitor the computer system and have contact with participants must not be able to modify monitoring data or programming.
- The service provider's monitoring operations shall be 100% guaranteed. If for any reason monitoring services are not available during any part of the day (for any reason) and that lack of services causes a problem for the agency, there shall be no charges for monitoring of affected offenders during that day.

Security and Privacy:

- Unauthorized access to the system is not allowed and no information is disclosed to any third party without written authorization of the Executive Director of Juvenile Services.
- The confidentiality of offender records is not to be compromised and the proposer shall take the necessary steps to insure privacy.
- The proposer shall maintain for inspection and examination by Juvenile Services all participants' records associated with the contract for the contract life. At the end of the contract term, the vendor shall provide evidence or sworn statements that participant records have been removed from their system.

- The proposer shall ensure that all individuals who have access to or custody of records understand the confidentiality requirements of this contract.
- The proposer shall notify the Executive Director of Juvenile Services immediately upon receipt of any legal process requiring disclosure of records of participants.
- The proposer shall, upon request of the Executive Director of Juvenile Services, or in response to a subpoena, appear and testify in any legal proceedings convened by a court, at the proposer's expense.

Disclosure of Information:

- Any personal or monitoring information for any offender made available shall be used only for the purpose of carrying out the provisions of the contract, and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.
- The proposer agrees to assume responsibility for protection of the confidentiality of offender records and that all work shall be performed under the supervision of the proposer or the proposer's responsible employees.

Training:

- The proposer agrees to provide all training deemed necessary by the Executive Director of Juvenile Services to effectively operate the Electronic Monitoring Program. Vendor shall provide on-site training for all program staff. Vendor shall provide all training manuals. Training facility will be provided by Williamson County Juvenile Services.

EVALUATION PROCESS

Evaluation will be based but is not limited to the following criteria:

- Compliance with specifications
- Previous experience with vendor
- Price

ATTACHMENT A



WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Printed name of person submitting form:

Name of Company:

Date:

Signature of person submitting form:

Notarized:

Sworn and subscribed before me
by: _____

on _____
(date)

ATTACHMENT B

REFERENCE SHEET

Proposer must submit at least three (3) references for other customers you have provided similar services.

1. Company Name _____
 Contact _____
 Title _____
 Phone _____
2. Company Name _____
 Contact _____
 Title _____
 Phone _____
3. Company Name _____
 Contact _____
 Title _____
 Phone _____
4. Company Name _____
 Contact _____
 Title _____
 Phone _____
5. Company Name _____
 Contact _____
 Title _____
 Phone _____

PROPOSAL SPECIFICATIONS
WILLIAMSON COUNTY PROPOSAL FORM
ELECTRONIC HOME MONITORING SERVICE
FOR WILLIAMSON COUNTY JUVENILE SERVICES

PROPOSAL NUMBER: 12WCPA113

NAME OF PROPOSER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Mobile Phone: (_____) _____

By signing this form:

- The bidder confirms that he/she has read the entire document and agrees to the terms herein.
- The bidder is acknowledging the Conflict of Interest Clause and agrees to follow necessary requirements

The undersigned, by his/her signature, represents that he/she is authorized to bind the proposer to fully comply with the terms and conditions of the attached Request for Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying Proposal sheet(s).

Signature of Person Authorized to Sign Proposal

Date of Proposal: _____

Printed Name and Title of Signer: _____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

**RETURN PAGES BEGINNING WITH PAGE 8 THROUGH THIS PAGE WITH YOUR PROPOSAL
PACKAGE AND ALL REQUIRED INFORMATION**

Williamson County Inner Loop Annex

Address:

**301 SE Inner Loop
Georgetown, TX 78626**

Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

From North (Georgetown, Jarrell)

Take IH-35 Southbound

Exit 259

At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

