



Virg Bernero, Mayor

LANSING FINANCE DEPARTMENT

PURCHASING OFFICE
124 W. Michigan Avenue, 8th floor
Lansing, Michigan 48933-1603
(517) 483-4124

December 4, 2009

REQUEST FOR QUALIFICATIONS AND PROPOSAL RFQP/10/042 ELECTRONIC MONITORING PROGRAM 54 A DISTRICT COURT

The City of Lansing officially distributes all Purchasing documents through the Michigan Inter-governmental Trade Network (MITN) and the City of Lansing Purchasing Office. Our office no longer mails bid documents, notices or addendums to our vendors.

To register for the MITN system or access bid information, including addendums, go to www.mitn.info

The City of Lansing requests qualification and proposal statements for an Electronic Monitoring Program. The City reserves the right to accept any proposal, to reject any and all proposals and to make the award in the best interest of the city.

Please submit two (2) typewritten copies and one copy on CD-ROM of your completed proposal **up to but no later than, 3:00 PM local time in effect January 5, 2010**, to the Finance Department, Purchasing Office, 8th floor City Hall, 124 W. Michigan Avenue, Lansing, Michigan 48933. All submittals must be sealed and identified on the outside of the mailing envelope with "RFQP/10/042 Electronic Monitoring Program".

Please submit one copy of the cost of services as a separate and distinct part of your overall proposal and clearly mark "RFQP/10/042 COST PROPOSAL" on the outside of the envelope enclosed with your response.

Any contractual or quote package questions should be directed to Stephanie Robinson CPPB, Senior Buyer at (517) 483-4128, fax (517) 483-4524. Technical questions may be directed to Anethia Brewer at (517) 483-4538.

John J. Green
Interim Purchasing Manager

Solicitation Number: RFQP/10/042

Solicitation Name: ELECTRONIC MONITORING PROGRAM

The City of Lansing Purchasing Office is collecting information regarding the use of the MITN e-procurement system. We are also collecting demographic information regarding woman-owned, minority-owned and Lansing based business. This form will not be used during the evaluation of bids or proposals. You may return this sheet, which is voluntary, with your submittal or shortly thereafter. Please, do not staple this to your bid document.

I. Where did your firm receive of this solicitation? Please check all that apply.

☐ City of Lansing Purchasing Web Page <http://www.mitn.info>

☐ City of Lansing Purchasing Office

☐ Other, please

list: _____

II. Demographic Information:

Is your firm located or have a business office within the corporate city limits of Lansing
yes _____ no _____

Is your firm owned (at least 51% ownership), operated and controlled by a member of the following minority groups? If so, please check all that apply:

☐ African-American

☐ Hispanic-American

☐ Native-American (American Indian, Eskimo, Aleut, Native Hawaiian)

☐ Asian-Pacific

☐ Asian-Indian (India, Pakistan and Bangladesh)

☐ Disabled-Owned

Is your firm owned (at least **51%** ownership), operated and controlled by a female: Yes _____ No _____

III. Company Information

Federal Tax ID Number _____

Firm Name

Address (Street, City, State, ZIP)

Phone Number

Fax Number

Web Site Address

Contact Person

Thank you for your participation.

All proposers shall complete the Proposal and Award page(s) and submit all information requested herein in the proposal document in its entirety, **IN ORDER FOR THE PROPOSAL TO BE RESPONSIVE. FAILURE TO DO SO MAY RESULT IN THE PROPOSAL BEING DECLARED NON-RESPONSIVE AND REJECTED.**

REQUEST FOR QUALIFICATIONS and PROPOSAL (RFQP)

PROPOSAL REFERENCE No.: RFQP/10/042
ISSUE DATE: December 4, 2009
PROPOSAL OPENING DATE: January 5, 2010
PROJECT: ELECTRONIC MONITORING PROGRAM
ISSUING OFFICE: 54 A District Court
CONTACT NAME: Anethia Brewer
PHONE: (517) 483-4538

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Should any of the required documents be missing from your packet, immediately notify the Finance Department, Purchasing Section and request that they be supplied.

DATE _____

REQUEST FOR PROPOSALS
RFQP/10/042

Please complete Section I or II and Section III.

Section I

PROPOSAL AND AWARD

Initial: _____

The undersigned, having become thoroughly familiar with and understanding the entire proposal documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City of Lansing. I hereby state that I have not communicated with, nor accepted anything of value from an official or employee of the City of Lansing that would tend to destroy or hinder free competition.

I hereby state that I have read, understand and agree to be bound by all the terms of this proposal document. Please initial next to Proposal and Award, sign Section III and submit with your response to this solicitation.

Section II

STATEMENT OF NO PROPOSAL

Initial: _____

If you do intend to submit a response to this solicitation, please complete this section, initial next to Statement of No Proposal and sign Section III. Please return this page via mail or fax (517.483.4524) by the proposal due date.

We, the undersigned have declined to submit a proposal for the following reason:

- _____ Insufficient time to respond to the Request for Proposal.
_____ Our schedule would not permit us to perform.
_____ Other (specify below).

Remarks: _____

Section III

SIGNATURE

Federal

Tax

ID#

SIGNED: _____ NAME: _____

TITLE: _____ DATE: _____

FIRM NAME: _____

ADDRESS: _____
(Street) (City) (State) (Zip)

PHONE: (____) _____ FAX: (____) _____

INSTRUCTIONS TO RESPONDENTS

TERMS AND CONDITIONS

Use Of RFQP Forms

This packet represents the RFQP document. If you choose not to submit a response, please complete and return Page 2 "Statement of No Proposal". If you choose to submit a proposal, then page 3 " Proposal and Award" must be submitted with your proposal.

Interpretations for Addenda

Questions from Respondents regarding this RFQP must be submitted to the Buyer, in writing, and must arrive in the Office of Purchasing no later than seven (7) City business days prior to the due date set of the RFQP. Answers to questions that change or substantially clarify the RFQP will be issued as an addendum and will be provided to all prospective respondents. Addenda will be on file in the Office of Purchasing at least five (5) City business days before the proposals are opened. All addenda will be mailed to each person holding Documents, but it shall be the Respondent's responsibility to make inquiries as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Respondents shall be bound by such Addenda, whether or not received by the Respondent. The Office of Purchasing will respond to telephone inquiries or visitations by vendors or their representatives. The City of Lansing's Office of Purchasing does not commit to answering questions received during the last five (5) business days prior to the proposal due date.

RFQP's

- a) All proposals must be submitted following the RFQP Format as stated in this document using figures attached (when provided) and shall be subject to all requirements of this Document including the INSTRUCTION TO RESPONDENTS and GENERAL INFORMATION sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFQP format by the Respondent.
- b) The City of Lansing may consider as irregular any proposal on which there is an alteration of or departure from this RFQP Format, as provided in the RFQP Documents, and at its option may reject the same.
- c) If a Contract is awarded it will be awarded by the City of Lansing to the most responsive proposal on the basis of Section 206 of the City of Lansing Code of Ordinances. The Contract will require the completion of the work pursuant to these documents.
- d) Each Respondent shall include in its proposal, in the format requested thereof, the cost of performing the work. The prices set forth in the proposal by the Respondent shall remain effective 90 days from the time of the proposal opening.

PROPOSAL CONTENTS/ ECONOMY OF PREPARATION

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of the RFQP. Fancy bindings, colored displays, promotional material, etc., will not receive evaluation credit. Emphasis should be on completeness and clarity of content.

All costs associated in the preparation of the proposal and its contents will be born by the respondent. The city is not responsible for any costs or fees associated with its preparation or delivery. The contents of the proposal will become the property of the City's upon submission. The contents of the proposal of the successful respondent will become contractual obligations, if a contract ensues. Failure of the successful vendor to accept these obligations may result in cancellation of the award.

CORRECTIONS

Erasures or other changes in the RFQP form must be explained or noted over the signature of the Respondent.

COLLUSIVE AGREEMENTS

- a) Each Respondent submitting a proposal to the City of Lansing for any portion of the work contemplated by the documents on which a Response is based shall execute, and attach an affidavit to the effect that it has not colluded with any other person, firm, or corporation in regard to any proposal submitted.
- b) Before executing any subcontract, the successful Respondent shall submit the name of any proposed subcontractor for prior approval.

ORGANIZATION AND FINANCIAL STATEMENT

Each Respondent shall, upon request, of the City of Lansing, submit an ORGANIZATION AND FINANCIAL STATEMENT. The City of Lansing shall have the right to take such steps as it deems necessary to determine the ability of the Respondent to perform its obligations under the Contract, and the Respondent shall furnish the City of Lansing all such information and data for this purpose as it may request. The right is reserved to reject any proposal where an investigation of available evidence or information does not satisfy the City of Lansing that the Respondent is qualified to carry out properly the terms of the Contract, or where the Respondent refuses or fails to furnish the City of Lansing with any evidence or information requested by the City.

SIGNATURES

The Proposal and Award page and any proposal notifications, claims or statements must be signed in ink by an official of the proposing organization authorized to bind the proposer to the provisions of the RFQP.

TIME FOR RECEIVING PROPOSALS

Proposals received prior to advertised hour of opening will be securely kept unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and proposals received thereafter will not be considered. Late RFQP's will be returned to the Respondent un-opened. **The City of Lansing is not responsible for delivery delays and the date-stamp clock at the City of Lansing Purchasing office location shall determine the official time of receipt.**

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn on written request dispatched by the Respondent in time for delivery in the normal course of business prior to the time fixed for opening. The proposal guarantee of any Respondent withdrawing its RFQP in accordance with the foregoing conditions will be returned promptly.

A proposal, including all pricing, may not be withdrawn, modified or canceled by the Respondent for a period of 90 days following the proposal deadline and Respondent so agrees upon submittal of the proposal. Once selected, the Respondent agrees to extend submitted prices, if needed, during the contract negotiation period.

DEFAULT TO CITY

It is understood that any Respondent who is in default to the City at the time of opening the proposal shall have the proposal declared null and void.

All Respondents shall be current in payment of any taxes, licenses, fees, permits or any other monies due the City of Lansing at time of quote due date as per City of Lansing Ordinance Section 206.02(a)1(G).

AWARD OF CONTRACTS / REJECTION OF PROPOSALS

- a) The Contract will be awarded to the most responsive respondent as determined pursuant to the provisions of Chapter 206 of the City of Lansing's Code of Ordinances, provided such proposal is in the best interests of the City of Lansing to accept it.
- b) The City of Lansing reserves the right to reject any and all proposals and to waive any irregularity in proposals received whenever such rejection or waiver is in its best interests. The Respondent to whom the Award is made will be notified at the earliest possible date.
- c) The City of Lansing reserves the right to consider as unqualified to perform the Contract any Respondent who does not habitually perform with its own forces twenty-five (25%) of the work involved.
- d) The Contract shall not be considered executed unless signed by the Mayor after approval as to form by the City Attorney and certification as to the availability of funds by the City Controller. Signatures on behalf of the City other than those cited above shall not constitute contract execution by the City and the contract shall be null and void.

EQUAL EMPLOYMENT OPPORTUNITY

Attention of Respondents is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated on any illegal basis including race, color, religion, sex, or national origin as required by the City of Lansing's Ordinance Section 206.21 (see Equal Opportunity Provisions).

TAX LIABILITY

When the terms of this contract involve the lease of property, real or personal, to the City, it is understood that the Lessor shall be solely responsible for the payment of all taxes of any nature whatsoever that accrue on the property during the term of the lease. Sales Tax and Use Tax are applicable in this contract and are the sole responsibility of the Provider of services.

CITY ORDINANCE, CHARTER REFERENCES AND EXECUTIVE ORDERS (E.O.)

All City of Lansing Ordinances, Charter Sections and E.O.s applicable to this RFQP are available at the Lansing City Clerk's office for the Respondent's inspection and review, and the Respondent understands that it is its sole responsibility to understand and fully comply with all applicable City of Lansing Ordinance, Charter sections, and Executive Orders.

NOT TO EXCEED OR NON-APPROPRIATION

The Respondent hereby recognizes that the City is a political body corporate, and that in the event the City fails to appropriate monies sufficient enough to pay its obligations herein, that the City may terminate this agreement without incurring any liability thereof.

TYPE OF CONTRACT

It is proposed that a contract entered into as a result of this RFQP will have a fee structure with a specified maximum, not to be exceeded, cost. Negotiations may be undertaken with those Respondents whose proposals as to price and other factors show them to be qualified, responsible and capable of performing the work; and in accord with the City of Lansing Code of Ordinances. The contract that may be entered into will be that one which is most advantageous to the City, price and other factors considered. The City reserves the right to consider proposals of modifications thereof received at any time before the award is made, if such action is deemed to be in the best interest of the City.

NEWS RELEASES

News releases pertaining to this request, or the work to which it relates, will not be made without prior written approval of the issuing office.

CONTRACT EXTENSIONS

This contract will be for a period of three years per the requirements of the Byrne Justice Assistance Federal Grant.

INCURRING COST

The City shall not be liable for any costs, including any travel, by the proposer prior to award of contract. The City does not intend to pay for any information obtained, though such may be utilized in determining the award. Total liability of the City is limited to the terms and conditions of this request and any resulting contract.

NO THIRD-PARTY RIGHTS

It is agreed and understood that the contract is made solely for the benefit of the City and the Provider of Services; that it is not made for the benefit of any third party; and that no action or defense may be founded upon this contract except by the parties signatory hereto.

DISCLOSURE OF PROPOSAL CONTENTS

After contract award, a summary of total price information for all submissions may be furnished upon demand to those Respondents participating in this request. If a proposal contains any information that the Respondent does not want disclosed to the public or used by the City for any purpose other than proposal evaluation, each sheet of such information must be marked with the following legend:

"This information shall not be disclosed outside the City or be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided, that if a contract is awarded to the respondent, or as a result of, or in connection with the submission of such information, the City shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit the City's right to use information contained herein if obtained from another source."

ORAL PRESENTATION

Respondents who submit a proposal may be required to make an oral presentation of their proposal to the Issuing Office. These presentations will provide an opportunity for the respondent to clarify its proposal to ensure mutual understanding of its contents. The Issuing Office will schedule any such presentations.

ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal of the successful offeror will become contractual obligations, if a contract is issued. Failure of the successful respondent to accept these obligations will result in cancellation of the award.

PROJECT CONTROL

- A. The Respondent will perform the work under the direction and control of a Project Director designated by the Issuing Office.
- B. The Project Director will meet on an agreed upon basis with the Respondent Project Manager for the purpose of reviewing progress and providing necessary guidance to the Respondent in solving problems which may arise.
- C. The Respondent will submit written, summaries of progress on an agreed upon basis which outlines the work accomplished during the reporting period, work to be accomplished during the subsequent reporting period, problems which have arisen or may arise which should be brought to the attention of the City of Lansing's Project Director, and to request approval for significant deviation from previously agreed upon work plans. In addition, a summary of project costs for completed work, and expected costs for the remainder of the work will be included.

CONTRACT PAYMENT SCHEDULE

Payment for a contract entered into as a result of this request will be made monthly upon receipt of the Respondents billing statement and progress reports. The Respondents billing statement should include detailed information regarding person-hours expended by classification and by task, as well as information regarding such items as mileage, materials, and other non-overhead costs.

CANCELLATION

CANCELLATION OF CONTRACT by the City may be for; a) default by the contractor or; b) lack of further need for the service or commodity at the location names in the contract. Default is defined as the failure of the contractor to fulfill the obligations of his/her quotation, contract, or purchase order. In case of default by the contractor, the City may cancel the contract or purchase order immediately and procure the articles or services from other sources and hold the contractor responsible for any excess

costs occasioned thereby. In the even the City no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules or regulations, relocation of offices, or lack of funding, the city may cancel the contract or purchase order by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation.

INDEPENDENT PRICE DETERMINATION

A. By submission of a proposal, the offeror certifies and, in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

1. The prices in the proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror, or with any competitor; and
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the offeror, and will not knowingly be disclosed by the offeror prior to award directly or indirectly to any other offeror, or to any competitor; and
3. No attempt has been made or will be made by the offeror to entice any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

B. Each person signing the proposal certifies either:

1. They are the person(s) in the offeror's organization responsible within the organization for the decision as to the prices being offered in the proposal, and that they have not participated and will not participate in any action contrary to "A-1, 2, and 3" above; or
2. They are not the person(s) in the offeror's organization responsible within that organization for the decision as to the prices being offered in the proposal, but that they have been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to "A, 1, 2, and 3" above, and as their agent does hereby so certify, and that they have not participated and will not participate in any action contrary to "A 1, 2 and 3" above.

C. A proposal will not be considered for award if the sense of the statement required in the Cost and Price Analysis portion of the proposal has been altered, so as to delete or modify "A 1 and 2" or "B", above. If "A 2" has been modified or deleted, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the Issuing Office determines that such disclosure was not made for the purpose of restricting competition.

INDEMNITY

Respondent shall be solely responsible for and shall indemnify, defend and hold harmless the City, its agents, officers and employees from and against any and all claims, suits, damages and losses, specifically including, but not limited to those for loss of use of property, for damage to any property, real or personal, for injury to or the death of any person including but not limited to employees and officers of the City and for all other liabilities whatsoever including related expenses and actual attorneys fees in any way sustained or alleged to have been sustained or indirectly, by reason of or in connection with:

1. The performance of the works by or any other activities of the Respondent, its employees or agents or officers including but not limited to the use of any equipment or material furnished by the Respondent; or
2. The presence of Respondent, its employees, agents or officers on the premises of the City; whether such claims, suits, damages, losses and liabilities are based upon or result in whole or in part from the active or passive negligence of the City, its employees, agents or officers or City's strict liability in tort, breach of warranty, breach of contract, duty to indemnify or any other basis or cause whatsoever whereby the City might be held liable; provided, however, that the foregoing shall not be construed to be an agreement to indemnify the City against liability for damages caused by or resulting from the sole negligence of the City, its agents, employees or officials, under circumstances whereby said agreement would be in violation of Michigan Public Act 1966 No. 165, Section 1 (MCLA Section 691.991) if applicable. This provision shall extend beyond the terms of this Agreement

INSURANCE

The selected firm will be responsible for providing certificates of insurance to the City, which prove the firm has not less than \$5,000,000 coverage for Personal Liability and Property Damage and proof of Worker's Compensation Insurance. The Personal Liability and Property Damage certificate shall name the City of Lansing as additionally insured and shall carry a twenty (20) day Notice of Cancellation. Proof of insurance, as stipulated above, shall be provided to the City at the time of the proposal submittal.

Automobile Liability insurance shall be provided and include:

1. Coverage that complies with the requirements of the Michigan No-Fault Law.
2. Coverage for Owned, Hired, and Non-owned vehicles.
3. Residual liability coverage with a combined single limit of at least \$1,000,000 for both Bodily Injury and Property Damage.

The Respondent shall also provide proof of professional liability insurance, which shall insure against acts, which are in the nature of professional services performed by those providing this type of service. If a contract is entered into, the Respondent shall maintain such professional liability insurance during the life of the contract.

Professional Liability Coverage shall be provided in an amount not less than \$1,000,000 per occurrence. This coverage may be written on a claims-made basis.

ATTACHMENT A SPECIFICATIONS

DEFINITIONS

CITY refers to City of Lansing

VENDOR refers to the respondent of this RFQP.

SOFTWARE refers to any software (client or server) necessary for the successful operation of the Electronic Monitoring Service.

HARDWARE refers to all hardware involved for the successful operation of the electronic monitoring service..

AGREEMENT shall mean the agreement entered into between the CITY and the successful vendor for the provision of the electronic monitoring services.

1.0 INTRODUCTION

The City of Lansing Purchasing Department in conjunction with the 54A District Court is issuing this Request for Qualifications and Proposal for an Electronic Monitoring Program for clients convicted of domestic violence or stalking.

SCOPE OF WORK

For proposals to be considered, vendors are required to submit qualifications, equipment specifications, experience and proposed fee schedule. All proposed fees and costs must be disclosed in the submitted proposal.

The City of Lansing would be favorable to a multi-year agreement for this project. This is a three year Byrne Justice Assistance Grant, a Federal grant, from July 1, 2009 through June 30, 2012. From Jan 1, 2009 thru June 30, 2010, \$62, 000 is available for up to 15 units of GPS active tether. Most clients, court ordered to be placed on GPS, have been convicted of domestic violence or stalking. The client has a "no contact with victim" as a condition of bond or as a condition of probation. Anticipated time placed on GPS would range from 30-180 days per client as authorized on the court referral form. The 54A District Court would subsidize the entire cost of the GPS tether, with no cost to the client. Billing would be submitted monthly and payment made within 30 days.

From July 1, 2010 thru June 30, 2011, a minimum of \$ 33,800 is available for up to 15 GPS units of active tether for 30-180 days for each client (with a possible maximum of \$86,000 pending the renewal of a US Dept. of Justice, Office on Violence against Women grant funding for salary for a full time probation officer). The 54A District Court would subsidize the entire cost of the GPS tether, with no cost to the client. Billing would be submitted monthly to 54A District Court, City of Lansing and payment made within 30 days.

From July 1, 2011 thru June 30, 2012, a minimum of \$33,800 is available for up to 15 GPS active tether units from 30-180 days for each client (with a possible maximum of \$86,000 pending the renewal of a US Dept. of Justice, Office on Violence against Women grant funding for a full time probation officer). The 54A District Court would subsidize the entire cost of the GPS tether, with no cost to the client. Billing would be submitted monthly to 54A District Court, City of Lansing and payment made within 30 days.

Respondents must be able to do the following:

1. Demonstrate experience providing offender services and the ability to work with criminal justice personnel to successfully implement and maintain local electronic monitoring programs.
2. Accept referrals from the 54A District Court, City of Lansing, the Honorable Amy Krause, Domestic Violence Court.
3. Provide all services locally using a community-based program approach that will include client enrollment, installation and removal of GPS active monitoring equipment, input of GPS active monitoring specifications, and equipment activation within 24 hours after referral, client orientation, fee assessment and collection, staff availability for Court testimony upon request, problem resolution, and equipment maintenance.
4. Serve as a collaborative partner by developing and maintaining strong working relationships with the Domestic Violence Court Team and other City personnel and by serving as an active, participating member of the Domestic Violence Court Team, including attending regular meetings to ensure successful implementation, successful ongoing operations and problem resolution.
5. Provide a completely grant funded service to clients referred by the Domestic Violence Court as specified on the referral form. 54A Domestic Violence Court, with grant funding, will offset these tether costs for up to 180 days per client. The Contractor will submit monthly billing per client and payment will be made within 30 days.
6. Provide a full range of reliable, user-friendly, tamper-proof equipment to include home monitoring, active GPS (that allows direct contact between the supervising program and the offender).
7. Provide secure monitoring services to ensure continuous electronic monitoring 24 hours a day/7 days a week/365 days a year with secure web-based internet access to client referral sources.
8. Provide non-compliance alerts and notifications to referral source personnel as specified by the referring agency.
9. Collect program data, statistics, and financial information for all services and provide to the 54A District Court, City of Lansing, upon request.

Term of contract will be three years.

CONTENT OF PROPOSAL

Respondent submitting a proposal is asked provide a written explanation to each of the following questions:

1. What is your understanding and approach to the Project, including the specific deliverables?
2. Provide resumes of all staff personal directly working on this project. Include the staff's experience, whether with the current firm or those previous, which are similar in nature to the work scope of this proposal. Indicate if any of the work will be assigned to subconsultants.
3. List all of the services you propose to provide for this project by task, individuals performing each task, and anticipated hours for each staff personnel as indicated in scope of work. Do not include costs in this portion of your submittal.
4. A description of similar projects completed within the past five years and current personnel who have worked on said assignments.
5. State any litigation, arbitration or claim filed against your firm by a client or one you have filed against a client.
6. Provide information on how your firm will provide offender services, and your experience with the criminal justice system to successfully implement and maintain local electronic monitoring programs.
7. Provide information on your firm's approach in providing all services locally using a community-based program approach that will include client enrollment, installation, removal of GPS active monitoring equipment, input of GPS active monitoring specifications, and equipment activation within 24 hours after referral, client orientation, fee assessment and collection, staff availability for Court testimony upon request, problem resolution, and equipment maintenance.
8. Provide information on how your firm will serve as a collaborative partner by developing and maintaining strong working relationships with the Domestic Violence Court Team and other City personnel and by serving as an active, participating member of the Domestic Violence Court Team, including attending regular meetings to ensure successful implementation, successful ongoing operations and problem resolution.
9. Provide samples of your firm's monthly billing statements. The contractor must be able to submit monthly billing per client.
10. Provide information on the how your equipment is user-friendly, and tamper-proof. Include information on how the equipment provides home monitoring, active GPA (that allows direct contact between the supervising program and the offender). Respondent may be required to demonstrate equipment and service.
11. Provide information on how your services ensure continuous electronic 24/7 - 365 per year with secure web-based internet access to client referral sources.
12. Provide information on how your firm will provide non-compliance, alerts and notifications to referral source personnel as specified by the referring agency.

2.0 REFERENCES

RFQP/10/042, Electronic Monitoring Program

RESPONDENTS DATA SHEET

(Please type or print clearly in ink only)

****TO BE COMPLETED BY RESPONDENT AND SUBMITTED WITH PROPOSAL****

The Respondent shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the City.

Indicate the length of time you have been in business as a company providing the type of service required for this contract. _____ years _____ months

Provide a minimum of three (3) references that may substantiate your past work performance and experience in the type of work required for this contract.

Name, Address, Phone Number, Scope of Services Performed and Contact Person

1. _____

2. _____

3. _____

3.0 PROPOSAL EVALUATION PROCEDURE

3.1 The proposals will be evaluated based on the factors set forth in this RFQP and may be reduced to three or less Respondents. Discussions may be conducted with these Respondents to further clarify the requirements and the Respondents proposals.

3.2 Proposals will be evaluated on the following criteria:

3.2.1	Qualifications and Experience	15%
3.2.2	Proposal/Scope	30%
3.2.3	Cost	25%
3.2.4	Product functionality	20%
3.2.5	References	5%
3.2.6	Acceptance of Terms and Conditions	5%

COST AND PRICE

Monthly Service Lump Sum \$ _____

Annual Service Lump Sum \$ _____

List all other required/needed Services:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency.
2. Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction,
 - b) For the violation of federal or state antitrust statutes, including those proscribing Price fixing between competitors, the allocation of customers between competitors, or bid rigging: or
 - c) For the commission of embezzlement, theft, forgery bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine up to \$10,000 or imprisonment for up to five years, or both.

Name and Title of Authorized Representative

Name of Participant Agency or Firm

Signature of Authorized Representative

☐ I am unable to certify to the above statement. Attached is my explanation.

***THIS PURCHASE IS FROM ARRA STIMULUS FUNDS AND MUST ADHERE TO STIMULUS TERMS AND CONDITIONS AS FOLLOWS: IT IS UP TO THE RESPONDENT TO KNOW AND FULLY UNDERSTAND THESE SPECIAL ARRA TERMS AND CONDITIONS AS SHOWN HERE AND ALL OTHER ARRA TERMS AND CONDITIONS THAT MAY APPLY.**

DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
BUREAU OF JUSTICE ASSISTANCE

Special Recovery Act (ARRA, Public Law #111-5 of 2009)

- 1. Conflict with other standard terms and conditions (OJP/ARRA)**
- 2. Access to records/interviews (OJP/ARRA)**
- 3. Separate tracking and reporting of ARRA funds (OJP/ARRA)**
- 4. Sub awards Monitoring (OJP/ARRA)**
- 5. Protecting State and Local Government and Contractor Whistleblowers (Recover Act, Sec. 1553)**
- 6. Buy American (Recovery Act, Sec. 1605)**
- 7. Wage Rate Requirements (Recovery Act, Sec 1605)**
- 8. NEPA and Related Laws (NEPA, 42 U.S.C. Sec. 4321)**
- 9. Misuse of Award Funds (OJP/ARRA)**
- 10. Modifications/Additional Requirements (OJP/ARRA)**

OJP/ARRA = “Office of Justice Programs/American Recovery and Reinvestment Act.”