

Solicitation 03204-10

SERVICES: GPS, OFFENDER MONITORING



Collin County

Bid 03204-10

SERVICES: GPS, OFFENDER MONITORING

Bid Number	03204-10
Bid Title	SERVICES: GPS, OFFENDER MONITORING
Bid Start Date	Apr 13, 2010 2:14:48 PM CDT
Bid End Date	May 6, 2010 2:00:00 PM CDT
Question & Answer End Date	Apr 29, 2010 5:00:00 PM CDT
Bid Contact	Sara Hoglund CPPB Contract Administrator Purchasing Department 972-548-4104 shoglund@co.collin.tx.us
Contract Duration	1 year
Contract Renewal	3 annual renewals
Prices Good for	30 days
Standard Disclaimer	***Note to Bidders/Offerors~The following standard disclaimer applies to Invitation to Bid (IFB), Competitive Sealed Proposal (CSP), and Request for Proposal (RFP) ONLY, not applicable to Request for Qualifications (RFQ) or Request for Information (RFI).*** Prices bid/proposed shall only be considered if they are provided in the appropriate space(s) on the Collin County bid form(s). For consideration, any additions or deductions to the bid/proposal prices offered must be shown under the exceptions section of the bid/proposal in the case of electronic submittal, ONLY in the case of a hard copy submittal will an additional attachment be allowed. Extraneous numbers, prices, comments, etc. or bidder/offeror generated documents appearing elsewhere on the bid or as an additional attachment shall be deemed to have no effect on the prices offered in the designated locations. All delivery and freight charges (F.O.B. inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.
Bid Comments	See section 6.0 for proposal format. Added on Apr 21, 2010: Extending due date 1 week to May 6, 2010 at 2:00 p.m.

Changes made on Apr 21, 2010 4:15:25 PM CDT

Previous End Date	Apr 29, 2010 2:00:00 PM CDT	New End Date	May 6, 2010 2:00:00 PM CDT
Previous Q & A End Date	Apr 23, 2010 5:00:00 PM CDT	New Q & A End Date	Apr 29, 2010 5:00:00 PM CDT

Item Response Form

Item 03204-10-1-01 - Offender Paid: Price Per Day for Active GPS
Quantity 1 day
Unit Price
Delivery Location Collin County
Collin County- See P.O.
See P.O. for Delivery Location
See P.O. TX -
Qty 1
Description
Offender Paid: Price Per Day for Active GPS

Item 03204-10-1-02 - Offender Paid: Price Per Day for Passive GPS Unit
Quantity 1 day
Unit Price
Delivery Location Collin County
Collin County- See P.O.
See P.O. for Delivery Location
See P.O. TX -
Qty 1
Description
Offender Paid: Price Per Day for Passive GPS Unit

Item 03204-10-1-03 - County Paid: Price per Day Active GPS Unit
Quantity 1 day
Unit Price
Delivery Location Collin County
Collin County- See P.O.
See P.O. for Delivery Location
See P.O. TX -
Qty 1
Description
County Paid: Price per day Active GPS Unit

Item 03204-10-1-04 - County Paid: Price per Day for Passive GPS Unit
Quantity 1 day
Unit Price
Delivery Location Collin County
Collin County- See P.O.
See P.O. for Delivery Location
See P.O. TX -
Qty 1
Description
County Paid: Price per Day for Passive GPS Unit

Item 03204-10-1-05 - State any other costs associated with equipment
Quantity 1 day

Unit Price

Delivery Location

Collin County

Collin County- See P.O.

See P.O. for Delivery Location

See P.O. TX -

Qty 1

Description

State any other costs associated with equipment

**COLLIN COUNTY, TEXAS****REQUEST FOR PROPOSAL****SUBMIT PROPOSALS TO:**

**Office of the Purchasing Agent
Collin County Administration
Building
2300 Bloomdale, Suite 3160
McKinney, TX 75071**

****NOTE:**

All correspondence must include suite number to assist in proper delivery.**

SUBMIT NO LATER THAN:

2:00 P.M., Thursday, April 29, 2010

MARK ENVELOPE:

**RFP No. 03204-10
SERVICES: GPS OFFENDER
MONITORING**

***ALL PROPOSALS MUST BE RECEIVED IN THE OFFICE OF THE
PURCHASING AGENT BEFORE RECEIVING DATE AND TIME***

Public receipt of proposals is scheduled to be held in the Office of the Purchasing Agent, Collin County Administration Building, 2300 Bloomdale, Suite 3160, McKinney, Texas 75071.

If offeror does not wish to submit an offer at this time, please submit a "NO OFFER" by the same time and at the same location as stated above and state the reasons for such.

Awards should be made not more than one hundred and eighty (180) days after receiving date.

Collin County is always conscious and extremely appreciative of your time and effort in the preparing of this offer. Requests for information should be directed to:

Sara Hoglund, CPPB
Contract Administrator
Collin County Administration Building
2300 Bloomdale, Suite 3160
McKinney, Texas 75071
E-Mail: shoglund@co.collin.tx.us
Telephone: 972/548-4104 or;
Dallas Metro: 972/424-1460 ext. 4104
Facsimile: 972/548-4694



COLLIN COUNTY, TEXAS TERMS AND CONDITIONS

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Bidder/Quoter/Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Bidder/Quoter/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder/Quoter/Offeror.

1.0.1.4 IFB: refers to Invitation For Bid.

1.0.1.5 RFQ: refers to Request For Qualifications

1.0.1.6 RFP: refers to Request For Proposal.

1.0.1.7 RFI: refers to Request For Information.

1.0.1.8 CSP: refers to Competitive Sealed Proposal

1.0.1.9 Quotation: refers to Request for Quotation

1.1 If Bidder/Quoter/Offeror do not wish to submit an offer at this time, please submit a No Bid Form.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses BidSync for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A bid/quote/submittal may not be withdrawn or canceled by the bidder/quoter/offeror prior to the ninety-first (91st) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids/Quotes/Proposals/Submittals for any or all products and/or services covered in an Invitation For Bid (IFB), Request For Qualifications (RFQ), Request For Proposal (RFP), Request For Information (RFI), Competitive Sealed Proposal (CSP), and Quotation, and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All IFB's, RFP's, CSP's, RFQ's, and RFI's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB/RFP/RFQ/RFI/CSP/Quotation number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. IFB's, RFP's, RFQ's, CSP's, and RFI's, may be submitted in electronic format via **BidSync**.

1.9 All Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), and Request For Information (RFI), submitted electronically via **BidSync** shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB, RFP, RFQ, CSP, and/or RFI.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), Request For Information (RFI), submitted in hard copy paper form. IFB's, RFP's, RFQ's, CSP's, RFI's, received in County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the IFB/RFQ/RFP/CSP/RFI, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to an Invitation For Bid/Request For Qualifications/Request For Proposal/Request for Information/Competitive Sealed Proposal, and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via **BidSync**, by facsimile, E-mail transmission or mailed via the US Postal Service.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the IFB/RFQ/RFP/RFI/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **BidSync** at www.bidsync.com, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder/Quoter/Offeror's receipt of any addenda issued. Bidder/Quoter/Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County

Employees.

1.17 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.18 Bidders/Quoters/Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Bidder/Quoter/Offeror shall state these exceptions in the section provided in the IFB/RFQ/RFP/CSP/Quotation or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.19 Minimum Standards for Responsible Prospective Bidders/Quoters/Offerors: A prospective Bidder/Quoter/Offeror must meet the following minimum requirements:

1.19.1 have adequate financial resources, or the ability to obtain such resources as required;

1.19.2 be able to comply with the required or proposed delivery/completion schedule;

1.19.3 have a satisfactory record of performance;

1.19.4 have a satisfactory record of integrity and ethics;

1.19.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Bidder's/Quoter's/Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with it's preparation of an RFI/IFB/RFQ/RFP/CSP/Quotation submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

2.0 TERMS OF CONTRACT

2.1 A bid/quote/proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment and/or a Change Order.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments and/or Change Orders to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Bids/Quotes/Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 If a contract, resulting from a Collin County IFB, RFP, RFQ, CSP, Quotation is for the execution of a public work, the following shall apply:

2.10.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.10.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.12 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.13 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.14 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.15 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.16 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.17 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.17.1 Collin County Purchase Order Number;

2.17.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.17.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.18 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

2.19 All warranties shall be stated as required in the Uniform Commercial Code.

2.20 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

2.21 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.

2.22 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.

2.23 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.

2.24 The apparent silence of any part of the specification 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 commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

2.25 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.

2.26 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.

2.27 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.

2.28 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.

2.29 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.30 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.31 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder/Quoter/Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the Bidder/Quoter/Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.32 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention

Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.33 Delays and Extensions of Time when applicable:

2.33.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect may determine.

2.33.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual IFB/RFQ/RFP/RFI/CSP/Quotation Solicitation documents as Special Terms, Conditions and Specifications.

3.0 INSURANCE REQUIREMENTS

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 Commercial General Liability insurance at minimum combined single limits of (\$1,00,000 per-occurrence and \$2,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$500,000 per occurrence. Coverage must be written on an occurrence form.

3.2 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Collin County.

3.3 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.3.1 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.3.2 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.3.3 All copies of Certificates of Insurance shall reference the project/contract number.

3.4 All insurance shall be purchased from an insurance company that meets the following requirements:

3.4.1 A financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.

3.5 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

3.5.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

3.5.2 Sets forth the notice of cancellation or termination to Collin County.

4.0 EVALUATION CRITERIA AND FACTORS

The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest and best evaluated offer resulting from taking into consideration the relative importance of price and other factors.

The objective of Collin County is to enter into a contract with the Vendor that proposes the best services at the best price. An evaluation process utilizing a numeric score will be used to review the proposals. The review process may include an opportunity for a brief oral presentation by the proposer(s) before the Collin County Review Committee. The evaluation factors and point values are as follows:

The evaluation criteria will be grouped into factors as follows:

CRITERIA	VALUE
The thoroughness of the proposal and the extent to which the content of the proposal addresses the Required Services, as detailed in this Request for Proposal. - Vendors may be asked to demonstrate equipment to Collin County Device meeting Functional Requirements	40
Training	5
Inventory – Spare Parts	5
Vendors past performance in providing similar services	10
Cost for services	40
Total Value	100

5.0 SPECIAL CONDITIONS AND SPECIFICATIONS

5.1 Authorization: Request for Proposals will be received for Services: GPS, Offender Monitoring.

5.2 Intent of Request for Proposal: The purpose of this Request for Proposal is to provide offerors with sufficient information to prepare a proposal for monitoring equipment to provide passive and active GPS (Global Positioning System) monitoring of offenders.

5.3 Term: Provide for a term contract commencing date of award and continuing through and including August 31, 2011 with option for three (3) one (1) year renewals.

5.4 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Collin County fiscal year shall be subject to budget approval.

5.5 Price Reduction: If during the life of the contract, the vendor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.

5.6 Price Redetermination: A price redetermination may be considered by Collin County only at the renewal date of the contract. All requests for price redetermination shall be in written form, shall be submitted a minimum of thirty (30) days prior to renewal date and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates,

Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Collin County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

5.7 Completion/Response Time: Vendor shall place product(s) and/or complete services at the County's designated location within one (1) business day of notification.

5.8 Delivery/Setup/Installation Location: Locations for delivery and installation will be stated at time of notification.

5.9 Testing: Testing may be performed at the request of Collin County, by an agent so designated by the County, without expense to Collin County.

5.10 Samples/Demos: When requested, samples/demos shall be furnished to the County at no expense. Vendors may be asked to provide a 30 minute demonstration of their proposed equipment as part of this RFP at a time and place to be determined by Collin County.

5.11 Descriptive Literature: If submitting manually, each bidder is requested to submit with this bid THREE (3) copies of descriptive literature sufficient in detail to enable an intelligent comparison of the specification of the product(s) bid. Failure to provide literature with this Request for Quote may result in rejection of the bid or that part of the bid.

5.12 Approximate Usage: Estimated annual quantities are given for each commodity. Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Commodities will be ordered on an as-needed basis.

5.13

CSCD (Adult Probation): approximately sixty (60) offenders annually, average 15 per month. Average number of days per offender is ninety (90)

Collin County Justice Center (Pre-Trial Release): approximately twenty (20) offenders annually, average 7 per month. Minimum thirty (30) day commitment up to two (2) years (applies only one (1) or two (2) inmates)

5.14 Objectives: The principal program objective is a reduction of commitments to the Collin County Justice Center.

5.15 Statement of Work: Collin County anticipates utilizing GPS monitoring services as an alternative to incarceration due to revocation of non-violent offenders as a condition of pre-trial release, surety bond, and as a condition of appeal bond for both felony and misdemeanor high risk offenders.

5.15 Invoicing: CSCD is looking at the option of Offender paid invoices. Vendor shall provide pricing for Offender paid invoices and County paid invoices. Regarding County paid invoices, vendor shall invoice CSCD and Pre-Trial Release on two (2) separate invoices.

5.16 Monitoring will be done by the offeror at the offeror's location.

5.17 MAINTENANCE AND SUPPORT - Response Required –

5.17.1 Vendor shall maintain replacement parts during the term of the contract and shall service and/or replace defective parts within twenty-four (24) hours of any malfunction. If unit is not operable, a loaner/replacement unit shall be available to maintain continuous monitoring of offender.

5.17.2 Vendor shall provide twenty-four (24) hour technical service and support.

5.18 INVENTORY – Response Required - Vendor shall provide two (2) shelf units at no additional charge to both pre-trial release and Adult Probation (CSCD) for a total of four (4) shelf units. If either department needs to replenish their stock, a request for new equipment should take no longer than one (1) business day from date and time of request.

5.19 TRANSITION PERIOD: At the end of this contract should another vendor be awarded the contract all participants with over thirty (30) days left of monitoring will be changed out to the new vendor. If a participant has less than thirty (30) days left on the monitor the existing vendor will continue to monitor until completion date for that participant.

5.20 Storage of Data

5.20.1 Collin County requires storage of each participant's monitoring data for the life of the contract. Collin County requests this information be stored on an electronic storage medium and provided to Collin County upon written request. Upon termination of the contract, electronic copies of all data shall become the exclusive property of Collin County and vendor shall provide affidavit that all participants' records have been removed from their system.

5.21 Confidentiality

5.21.1 Confidentiality of offender records shall not be compromised. Offeror shall prevent unauthorized access to this data. Unauthorized access to the system shall not be allowed nor information disclosed to any third party without prior written authorization from Collin County.

5.21.1.1 Any personal or monitoring information for any offender made available shall only be used for the purpose of carrying out the provisions of this contract, and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of this contract.

5.21.1.2 Successful offeror agrees to assume responsibility for protection of the confidentiality of offender records and that all work shall be performed under the supervision of the vendor or the vendor's representative(s).

5.21.1.3 Each designated staff member of the vendor to whom information may be available or disclosed shall be notified in writing by the vendor that information disclosed to such employee can be used only for a purpose and to the extent authorized herein.

5.21.1.4 Vendor shall notify Collin County immediately upon receipt of any legal process requiring disclosure of records of participants.

5.22 TRAINING - Response Required: Vendor to provide at least one (1) initial training session of at least four (4) hours each for both pre-trial release and CSCD (Adult Probation). This would be a total of two (2) training sessions at start of contract. Vendor shall also provide on-going training as needed. A training manual should also be made available to both pre-trial release and CSCD (Adult Probation).

5.23 GPS Monitoring - Functional Requirements – Response Required

5.23.1 The GPS Tracking unit shall attach to the offender as a bracelet (i.e. "one piece system")

5.23.2 The unit shall be FCC certified

5.23.3 The GPS Tracking Unit/Monitoring Bracelet shall be lightweight.

- 5.23.4 The monitoring unit shall not pose a safety hazard to the offender or others. Provide warranty/indemnity information.
- 5.23.5 The monitoring unit shall function reliably under normal environmental and atmospheric conditions.
- 5.23.6 The unit shall transmit data, including offender's monitoring status and GPS tracking points to a central host system operated by the vendor.
- 5.23.7 After department personnel have used the web-based software to establish schedule and zone (inclusion and exclusion) parameters, said parameters shall be stored on both the GPS tracking unit and on the vendor's central host system simultaneously. The GPS tracking unit shall independently verify and record parameter compliance/violations without further communication with the central host system. This includes both equipment violations and zone violations. Describe how the proposed system would accomplish this.
- 5.23.8 When the GPS tracking unit recognizes that a violation has occurred, the unit shall log the violation on-board and initiate a data transfer with the central host system, regardless of the next preset "call in" time. The central host system shall immediately notify the department and or other identified persons (e.g. victims, officers, law enforcement) of the violation. Provide Literature and/or sample data
- 5.23.9 The GPS tracking unit shall have the capability to notify the offender of instances of non-compliance by displaying text or issuing audible tones. The unit shall be able to notify the offender of such instances even in the absence of communications with the central host system.
- 5.23.10 The unit shall automatically identify and send key event and general information to the central host system pertaining to the activities of the offender, the unit, and the transmitter as follows:
 - 5.23.10.1 Unauthorized absence from his or her residence.
 - 5.23.10.2 Proximity violation (tracking unit not receiving transmitter signal).
 - 5.23.10.3 Equipment malfunctions (all installed components).
 - 5.23.10.4 Tampering with equipment (all installed components).
 - 5.23.10.5 Power degradation (electrical loss or reserve backup power low).\
 - 5.23.10.6 Location verification failure (includes loss of GPS signals).
 - 5.23.10.7 Missed calls from the tracking unit.
 - 5.23.10.8 Exclusion and inclusion zone violations (The offender traveled to an unauthorized location)
 - 5.23.10.9 The location and movement of the offender
- 5.23.11 The monitoring unit shall include an internal clock and shall date/time stamp all recorded events.
- 5.23.12 The unit shall have the ability to continue to record and store monitoring data in the event of a communications disruption with the central host system. Once communication is restored, the unit shall transmit all data to central host system. Indicate the data storage time lengths.
- 5.23.13 The unit shall have the ability to store all monitoring data in the event of an extended power failure. Once communication and power is restored, the unit shall transmit all data to central host system. Indicate time limits and provisions for back up

- 5.23.14 The unit shall be equipped with tamper detection and a notification system that records a violation if/when the unit's case is opened and notifies the central host system of such violations.
- 5.23.15 The unit shall be equipped with tamper detection and a notification system that records a violation if/when the unit's battery is removed and notifies the central host system of such violations.
- 5.23.16 The GPS tracking unit shall incorporate a system that can detect motion in the absence of both GPS and cellular availability. The unit shall log whether or not the unit is in motion. Bidder shall describe the motion detection system incorporated.
- 5.23.17 The unit shall have a tracking device (Homing Signal) built in the GPS. This will allow the GPS Unit to still be able to be located once the GPS Battery goes dead. The battery in the GPS Unit can go dead due to offender not charging the unit; therefore the GPS Unit's location is lost.
- 5.23.18 The unit shall have the capability to record a violation if/when the unit has simultaneously been in motion and has not received GPS signals for a predetermined amount of time. The unit shall be able to notify the central host system of such violations during the next data transfer.
- 5.23.19 The unit shall record and store GPS tracking points with corresponding time/date stamps at frequencies up to once every 10 seconds, regardless of violation status.
- 5.23.20 The unit shall have a battery life exceeding 12 hours between charges. The County prefers a battery of life of 24 hours between charges.
- 5.23.21 The units offered by vendor shall have been in use by a law enforcement, corrections or probation department in the U.S. for at least two years.
- 5.23.22 The unit shall be legally patented and in compliance with U.S. patent laws.
- 5.23.23 The unit shall have batteries which are easily charged and swapped out by offender or shall "plug" into standard power supplies. Charging system shall be lightweight and accommodate 110V (domestic) and 220V (international) power supplies. Charging system shall include a light to indicate whether the GPS unit is charging or has a full charge.
- 5.23.24 The transmitter bracelet shall be water resistant Please indicate depth of water resistance.
- 5.23.25 The transmitter shall have dual tamper detection utilizing electronic and fiber optic tamper mechanisms.
- 5.24 Software/Hosting Requirements
 - 5.24.1 The vendor shall provide a web-based software application that provides department personnel with access to vendor's central host system.
 - 5.24.2 The application shall be accessible through a standard web browser interface.
 - 5.24.3 The application shall utilize security protocols that will prevent unauthorized access to the database and the offender information contained therein.
 - 5.24.4 The application shall not require installation on County computers.
 - 5.24.5 This application shall be the single point for the department to setup and access information relative to GPS.
 - 5.24.6 The application shall allow County personnel to view information about the offender, including but not limited to personal information, current electronic monitoring data, violation statuses, notification settings and reports.

- 5.24.7 The application shall allow County personnel to enroll/edit/ remove offenders without calling the monitoring center.
 - 5.24.8 The application shall allow County personnel to create, edit, delete and apply monitoring parameters (such as daily/weekly schedules) for individual offenders or groups of offenders.
 - 5.24.9 The application shall allow for notifications to be sent to County personnel via email, text message/page, and facsimile.
 - 5.24.10 The application shall allow the County personnel to enter information to initiate multiple alert notifications (i.e. victims, officers, law enforcement) for specified key events (i.e. notify victim when an offender comes near an exclusion zone) or non-compliance with monitoring parameters.
 - 5.24.11 The application shall allow department personnel to filter report results by violation/event.
 - 5.24.12 County personnel shall be able to use the application to create, edit, and apply inclusion and exclusion zones.
 - 5.24.13 County personnel shall be able to create schedules for offenders and apply zones to these schedules.
 - 5.24.14 Application shall have the ability to display status and history of, at a minimum, the following violations:
 - 5.24.14.1 Strap tamper
 - 5.24.14.2 Inclusion zone violation
 - 5.24.14.3 Exclusion zone violation
 - 5.24.14.4 GPS tracking unit in motion with no GPS
 - 5.24.14.5 GPS tracking unit case tamper
 - 5.24.14.6 Battery levels/charging history
 - 5.24.15 The application shall enable County to find up-to-date location and monitoring information for any offender. This "location request" function shall display offender location within two (2) minutes of request unless wireless coverage unavailable.
 - 5.24.16 The application shall display location of the offender on an interactive map containing recognizable state, county, municipality, and street names.
 - 5.24.17 The application shall display every GPS point recorded by field units.
 - 5.24.18 The application shall allow County personnel to easily zoom in and out by dragging the mouse to designate an area.
 - 5.24.19 The application shall allow the County personnel to easily determine the approximate address of any tracking point.
- 5.25 Alcohol and Drug Monitoring:
- 5.25.1 Please submit descriptive information and pricing regarding equipment for Alcohol and Drug Monitoring.

6.0 PROPOSAL FORMAT

6.1 PROPOSAL FORMAT REQUIREMENTS

The proposal shall, at a minimum, include a Table of Contents detailing sections and corresponding page numbers, and shall be printed on letter-size (8-1/2"x 11") paper and if submitting manually, assembled with spiral-type bindings or staples. DO NOT USE METAL-RING HARD COVER BINDERS (If providing hard copy). Each section of the proposal shall be clearly designated, vendor may choose to upload information to www.bidsync.com or submit a manual proposal, to make the information easily understandable and accessible to the reviewer. All proposals shall be submitted in the following format:

- 6.1.1 Cover Page w/RFP Name and Number
- 6.1.2 Transmittal Letter to include:
 - 6.1.2.1 Name, address, and phone and fax number of Vendor(s); and
 - 6.1.2.2 Name, title, and signature of the official authorized to execute the Contract – (may submit signature page via Bid Sync).

6.2 Summary Information (No more than 5 pages total)

- 6.2.1 Identification of Vendor including a brief history of operations;
- 6.2.2 Vendor's licenses and accreditations;
- 6.2.3 Vendor's statement of understanding of the proposal and program objectives;
- 6.2.4 Resources to be utilized to implement the proposal;
- 6.2.5 Qualifications of staff providing services; and

6.3 Attachments shall include all information required of each Vendor in the following order:

- 6.3.1 VENDOR'S RESPONSE TO "RESPONSE REQUIRED"
- 6.3.2 COST – Price per day for Active GPS Unit – invoice County Directly (this will be used for evaluation purposes)
- 6.3.3 COST – Price per day for Passive GPS Unit
- 6.3.4 COST – Any additional costs
- 6.3.5 COST - Price per day for Active GPS Unit – Offender paid (this will be used for evaluation purposes)
- 6.3.6 COST – Price per day for Passive GPS Unit – Offender paid

6.4 INFORMATION REQUIRED OF VENDOR

Each Proposal shall contain the following information:

- 6.4.1 Name, title, and telephone number of Vendor's contact person for all inquiries. The contact person shall be responsible for fielding all inquiries from the County and/or CSCD and providing the Vendor's response.
- 6.4.2 Business form of Vendor (e.g., corporation, partnership, sole proprietor)
 - 6.4.2.1 If a corporation, include the date and state of incorporation.
 - 6.4.2.2 Vendor's Tax Identification Number.
 - 6.4.2.3 Names and addresses of Vendor's principal officers, directors, or partners.
 - 6.4.2.5 Vendor's organizational chart.
- 6.4.3 Complete reference information for all public and private institutions or agencies to which the Vendor provides or has provided similar services (minimum of three).

SIGNATURE FORM COLLIN COUNTY, TEXAS

DELIVERY WILL BE F.O.B. INSIDE DELIVERY AT COLLIN COUNTY DESIGNATED LOCATIONS AND ALL TRANSPORTATION CHARGES PAID BY THE SUPPLIER TO DESTINATION.

DELIVERY TO BE SPECIFIED IN CALENDAR DAYS FROM DATE OF ORDER.

☐ WE **DO NOT** TAKE EXCEPTION TO THE BID SPECIFICATIONS.

☐ WE **TAKE** EXCEPTION TO THE BID SPECIFICATIONS (EXPLAIN):

COMPANY INFORMATION/PROFILE/REFERENCES

Preferential Requirement: The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). Bidder shall make answer to the following questions by selecting the appropriate radio button or inserting information in the box provided:

Is your principal place of business in the State of Texas? ☐ Yes ☐ No

If the answer to question is "yes", no further information is necessary; if "no", please indicate:

in which state is your principal place of business is located:

if that state favors resident bidders (bidders in your state) by some dollar increment or percentage:

☐

Yes

☐

No

if "yes", what is that dollar increment or percentage?

Company Profile: IS YOUR FIRM?

Sole Proprietorship

☐

Yes

☐

No

General Partnership

☐

Yes

☐

No

Limited Partnership

☐

Yes

☐

No

Corporation

☐

Yes

☐

No

Other

☐

Yes

☐

No

List Legal Names in Company:

List at least three (3) companies or governmental agencies where these same/like products/services, as stated herein, have been provided. Include company name, address, contact name and telephone number.

AS PERMITTED UNDER TITLE 8, CHAPTER 271, SUBCHAPTER F, SECTION 271.101 AND 271.102 V.T.C.A. AND TITLE 7, CHAPTER 791, SUBCHAPTER C, SECTION 791.025, V.T.C.A., OTHER LOCAL GOVERNMENTAL ENTITIES MAY WISH TO ALSO PARTICIPATE UNDER THE SAME TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. EACH ENTITY WISHING TO PARTICIPATE MUST ENTER INTO AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY AND HAVE PRIOR AUTHORIZATION FROM VENDOR. IF SUCH PARTICIPATION IS AUTHORIZED, ALL PURCHASE ORDERS WILL BE ISSUED DIRECTLY FROM AND SHIPPED DIRECTLY TO THE LOCAL GOVERNMENTAL ENTITY REQUIRING SUPPLIES/SERVICES. COLLIN COUNTY SHALL NOT BE HELD RESPONSIBLE FOR ANY ORDERS PLACED, DELIVERIES MADE OR PAYMENT FOR SUPPLIES/SERVICES ORDERED BY THESE ENTITIES. EACH ENTITY RESERVES THE RIGHT TO DETERMINE THEIR PARTICIPATION IN THIS CONTRACT. WOULD BIDDER BE WILLING TO ALLOW OTHER LOCAL GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS? ☐ Yes ☐ No

By signing and submitting this Bid/Proposal, Bidder/Offeror acknowledges, understands the specifications, any and all addenda, and agrees to the bid/proposal terms and conditions and can provide the minimum requirements stated herein. Bidder/Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid/Proposal submittal resulting from Bidder/Offeror's failure to do so. Bidder/Offeror acknowledges the prices submitted in this Bid/Proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid/Request for Proposal.

THE UNDERSIGNED HEREBY CERTIFIES THE FOREGOING BID/PROPOSAL SUBMITTED BY THE COMPANY LISTED BELOW HEREINAFTER CALLED "BIDDER/OFFEROR" IS THE DULY AUTHORIZED AGENT OF SAID COMPANY AND THE PERSON SIGNING SAID BID/PROPOSAL HAS BEEN DULY AUTHORIZED TO EXECUTE SAME. BIDDER/OFFEROR AFFIRMS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT; THIS COMPANY; CORPORATION, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID/PROPOSAL IN COLLUSION WITH ANY OTHER BIDDER/OFFEROR OR OTHER PERSON OR PERSONS ENGAGED IN THE SAME LINE OF BUSINESS; AND THAT THE CONTENTS OF THIS BID/PROPOSAL AS TO PRICES, TERMS AND CONDITIONS OF SAID BID/PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID/PROPOSAL.

Company Name	
Street Address of Principal Place of Business	
City, State, Zip	
Phone of Principal Place of Business	
Fax of Principal Place of Business	
E-mail Address of Representative	
Federal Identification Number	
Date	
Acknowledgement of Addenda	#1 ☐ #2 ☐ #3 ☐ #4 ☐ #5 ☐ #6 ☐
Authorized Representative Name	
Authorized Representative Title	
Signature (Required for paper bid submission)	

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY
1 Name of person doing business with local governmental entity.	Date Received
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3 Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.	
4 Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.	

Adopted 11/02/2005

FORM CIQ**CONFLICT OF INTEREST QUESTIONNAIRE****Page 2****For vendor or other person doing business with local governmental entity**

- 5 Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

AFFIDAVIT OF COMPLIANCE

I, the undersigned, declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable.

Name of Company

Title of Officer

Name of Officer

Date:

In order to better serve our bidders, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Please take a moment to complete the below. Should you have any questions or require more information please call (972) 548-4165.

HOW DID YOU RECEIVE NOTICE OF THIS REQUEST FOR BID OR PROPOSALS?

McKinney Courier-Gazette?	☐	Yes	☐	No
Plan Room?	☐	Yes	☐	No
Collin County Web-Site?	☐	Yes	☐	No
Facsimile or email from BidSync?	☐	Yes	☐	No
Other				

HOW DID YOU RECEIVE THE BID DOCUMENTS?

Downloaded from Home Computer?	☐	Yes	☐	No
Downloaded from Company Computer?	☐	Yes	☐	No
Requested a Copy from Collin County?	☐	Yes	☐	No
Other				

Thank You,

Collin County Purchasing Department

Question and Answers for Bid #03204-10 - SERVICES: GPS, OFFENDER MONITORING

OVERALL BID QUESTIONS

Question 1

Please define "Active" GPS, as it pertains to this bid. (Submitted: Apr 19, 2010 11:52:25 AM CDT)

Question 2

Does the County issue a purchase order every time a new device is ordered, or is it a PO for the full amount for the year? (Submitted: Apr 19, 2010 11:53:28 AM CDT)

Answer

- Currently a purchase order is issued each month after invoices have been reviewed and approved for payment. (Answered: Apr 19, 2010 3:11:08 PM CDT)

Question 3

How many offenders are monitored on the Drug and Alcohol device? (Submitted: Apr 19, 2010 11:53:58 AM CDT)

Answer

- None (Answered: Apr 21, 2010 2:14:07 PM CDT)

Question 4

On page 6, item 1.6 calls out, "It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids/Quotes/Proposals/Submittals for any or all products and/or services covered in an Invitation For Bid (IFB), Request For Qualifications (RFQ), Request For Proposal (RFP), Request For Information (RFI), Competitive

Sealed Proposal (CSP), and Quotation, and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County." Based on our review of the RFP documentation, the County has a number of requirements with the wording of "shall" and "must" which, taken in total, may severely limit the participation of vendors' participation in this process. Some are unique to one or two vendors and there is the possibility that no one vendor may be able to meet all of the specifications, opening the process to protest.

We respectfully suggest that the County include the following language in the RFP:

It is understood that no one system may be able to meet all of the listed requirements in their entirety. We encourage vendors to be as comprehensive as possible in their proposal response.

Electronic monitoring systems and services are continually evolving and a vendor may have solutions that meet or exceed the requirements listed in the RFP when it was written that the County may find advantageous. This language allows the County to receive bids from vendors that meet the intent of the RFP (item 5.3) . Including this language in the RFP will confirm that the County is willing to accept alternatives that achieve the goals of the RFP and are deemed in the best interest of Collin County. This could potentially eliminate protests by some vendors who may try to interpret an alternative as not conforming to the requirements of the RFP. (Submitted: Apr 19, 2010 3:29:31 PM CDT)

Answer

- Please take an exception to any item that you cannot meet as described. (Answered: Apr 21, 2010 2:14:07 PM CDT)

Question 5

Who is the incumbent vendor? (Submitted: Apr 19, 2010 3:29:55 PM CDT)

Answer

- Recovery Healthcare with the ProTech solution (Answered: Apr 19, 2010 3:48:17 PM CDT)

Question 6

What is the current price per day cost for the following services (if offered) by the incumbent vendor?

Active GPS Unit – County Paid: _____

Passive GPS Unit – County Paid: _____

Active GPS Unit – Offender paid: _____
 Price per day for Passive GPS Unit – Offender paid: _____
 Any additional costs: _____ (Submitted: Apr 19, 2010 3:30:19 PM CDT)

Answer

- Active - County Paid \$7.00 per day
 Passive - County Paid \$5.00 per day

We do not currently have Offender Paid services. (Answered: Apr 19, 2010 3:48:17 PM CDT)

Question 7

In Item 6.3, the RFP lists that items 6.3.2 and 6.3.5 will be used for evaluation purposes. We have several questions:

- Will the County please confirm that these will be the only two items that will be included in the "Cost of Services" section of the Evaluation criteria (item 4.0)?
- If yes, will these items be valued each at 50% of the "Cost of Services" total, or will they be weighted differently in this section's total?
- If no, could the County provide the items and values assigned that will make up the "Cost of Services" section in the Evaluation criteria? (Submitted: Apr 19, 2010 3:30:51 PM CDT)

Question 8

In item 6.3, the RFP asks for pricing for offender paid pricing for both active & passive GPS. We have several questions.

- a. If the county elects the offender pay option, will the contractor be responsible for billing & collecting from offenders?
- b. In the event the offender does not pay, will the county pay amounts unable to be collected from the offender?
- c. Will the county entertain innovative offender pay solutions that are based on ability to pay and that provide for an indigent fund? (Submitted: Apr 21, 2010 10:21:55 AM CDT)

Question 9

What are the annual appropriations for this program? (Submitted: Apr 22, 2010 8:40:29 AM CDT)

Answer

- \$30,000-\$35,000 (Answered: Apr 22, 2010 11:41:08 AM CDT)

Question 10

How many of each GPS type is currently being used?

- a. Total Number Active GPS units?
- b. Total Number of Passive GPS units? (Submitted: Apr 22, 2010 8:40:50 AM CDT)

Question 11

Please how often the Active GPS Unit acquires a GPS point and how often it transmits data to the monitoring system? (Submitted: Apr 22, 2010 8:41:16 AM CDT)

Question 12

Please how often the Passive GPS Unit acquires a GPS point and how often it transmits data to the monitoring system? (Submitted: Apr 22, 2010 8:41:30 AM CDT)

Question 13

What is the average number of days that participants are required to be on the GPS Program? (Submitted: Apr 22, 2010 8:41:46 AM CDT)

Answer

- Per section 5.13

CSCD (Adult Probation): approximately sixty (60) offenders annually, average 15 per month. Average number of days per offender is ninety (90).

Collin County Justice Center (Pre-Trial Release): approximately twenty (20) offenders annually, average 7 per month. Minimum thirty (30) day commitment up to two (2) years (applies only one (1) or two (2) inmates). (Answered: Apr 22, 2010 9:30:03 AM CDT)

Question 14

Is the bid opening public? (Submitted: Apr 22, 2010 8:42:00 AM CDT)

Answer

- Yes (Answered: Apr 22, 2010 11:07:27 AM CDT)

Question 15

What is the model of the Protech equipment currently being used? (Submitted: Apr 22, 2010 8:42:12 AM CDT)

Question 16

Will the county be responsible for replacement cost of lost and damaged units that occur not related to normal wear and tear of the equipment? If not, what are the total number of transmitters lost over the past year, total number of tracking units lost over the past year, total number of docking stands lost over the past year? (Submitted: Apr 22, 2010 8:42:28 AM CDT)

Question 17

If submitting responses manually, please confirm the agency would like vendors to submit 1 signed original and 3 copies? (Submitted: Apr 22, 2010 8:42:43 AM CDT)

Answer

- Correct (Answered: Apr 22, 2010 11:07:27 AM CDT)

Question 18

In the interest of thorough evaluation, would the agency please consider making section 5.24 Software/Hosting Requirements as "Response Required" Section? (Submitted: Apr 22, 2010 8:42:58 AM CDT)

Answer

- yes, it should be a response required section. Change will be made in Addendum. (Answered: Apr 27, 2010 4:28:52 PM CDT)

Question 19

Page 16 – 5.23.9

"The GPS tracking unit shall have the capability to notify the offender of instances of non-compliance by displaying a text or issuing audible tones. The unit shall be able to notify the offender of such instances even in the absence of communications with the central host system."

Some GPS devices in the industry use an audible tone to notify offenders of non-compliance, however we are unaware of any one-piece GPS devices that utilize text. Rather than issuing a noise alarm, which can often disrupt the public (i.e. in church or court), our device utilizes LED lights and vibrations to alert an offender of non-compliance.

We hereby request the solicitation read "The GPS tracking unit shall have the capability to notify the offender of instances of non-compliance through LED lights and vibrations. The unit shall be able to notify the offender of such instances even in the absence of communications with the central host system." (Submitted: Apr 27, 2010 3:25:51 PM CDT)

Question 20

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"Proximity violation (tracking unit not receiving transmitter signal)."

Collin County's request for a one-piece GPS device does not warrant including such language. Only two-piece GPS devices require a "proximity violation."

We hereby request this requirement be deleted. (Submitted: Apr 27, 2010 3:26:17 PM CDT)

Question Deadline: Apr 29, 2010 5:00:00 PM CDT

