

Request for Proposals

Electronic Monitoring
For The
Corrections Center of Northwest Ohio

RFP # 2022-002 Electronic Monitoring

Deadline: Thursday, July 7, 2022
2:00 p.m.

The Corrections Commission of Northwest Ohio is an Equal Opportunity Employer

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LEGAL NOTICE

REQUEST FOR PROPOSAL

Sealed proposals will be received by the Corrections Commission of Northwest Ohio (CCNO) facility located at 03151 County Road 2425, Stryker, OH 43557, until 2:00 p.m. on Thursday, July 7, 2022 and opened immediately thereafter for the following:

RFP # 2022 - 002 Electronic Monitoring

The specifications, general conditions and terms of the proposed contract are on file for review during normal business hours and may be obtained from the Corrections Center of NW Ohio at 03151 County Road 2425, Stryker, OH 43557. The specifications, general conditions and terms of the proposed contract may also be obtained from the Corrections Center of NW Ohio website at www.ccnoregionaljail.org/Bid_Projects.htm.

Proposals shall be submitted to the attention of the Fiscal Manager through the above stated date and time. Proposals shall be secured in a sealed envelope with the following clearly marked on the outside of the envelope:

RFP # 2022 - 002 Electronic Monitoring

Corrections Center of NW Ohio

Questions regarding these specifications shall be submitted in writing and directed to Kelsey Goebel at Kelsey.goebel@noris.org.

PUBLISHED:

BRYAN TIMES : Saturday, June 11, 2022
Saturday, June 18, 2022

BID SPECIFICATIONS

1. STATEMENT OF INTENT

- a. It is the intent of the Corrections Commission of Northwest Ohio (CCNO) to solicit this Request for Proposals (RFP) to provide rental electronic monitoring equipment and the option to purchase electronic monitoring units. These must include cellular one-piece GPS units, cellular continuous alcohol monitoring (CAM) units and remote breath alcohol monitoring (BAM) (portable breathalyzer) units. Vendor needs to provide prices for renting of equipment including any type of fees associated to so (i.e. rental fee, monitoring service fees etc.). The RFP must include prices for CCNO to purchase the above listed units including any type of fees associated to do so (i.e. monitoring service fees, warranty/maintenance agreement costs for purchased equipment). This will be a 24/7/365 operation.
- b. The Corrections Center is a full-service adult detention facility. The facility is operated by the Corrections Commission of Northwest Ohio, a multi-jurisdictional commission serving the jurisdictions of Defiance, Fulton, Henry, Lucas and Williams Counties. The CCNO is located at 03151 County Road 24.25 Stryker, OH 43557.

2. PROJECT SPECIFICATIONS

- a. Vendor will provide the costs to purchase and rent the equipment listed below:
 - i. 45 One Piece GPS Units (Cellular)
 - ii. 20 CAM Transmitters with Home-Bases (Cellular)
 - iii. 12 Remote BAM Monitoring Units
- b. Vendor will provide trade allowance or financial equivalent that would be provided to CCNO for the trade in of their current electronic monitoring owned units. The equipment is listed below:
 - i. 45 ET1 One Piece GPS Units & Beacons (Cellular)
 - ii. 45 TAD CAM Transmitters with Home-Bases (Cellular)
 - iii. 20 SL2 Remote BAM Units
 - iv. 119 Home-Guard 200 Radio Frequency (RF) Transmitters with Home-Bases (Landline)
- c. The vendor will provide equipment that is the latest design and model unless specifically requested otherwise by CCNO. All equipment will be identified by brand and model numbers in the proposal.
- d. Vendor will be willing to provide spare rental inventory allotments (to be kept at CCNO) of One-piece cellular GPS Units, CAM Units and Remote BAM Units to CCNO on a per unit basis (not a percentage basis). State in the RFP how many units the vendor would be willing to provide on an on-going basis at no cost while inactive.
- e. The vendor must provide an adequate supply of necessary tools, straps, and other accessories for attaching and removing the inmates' devices. The vendor must identify what supplies will be provided at no cost and what supplies will be charged.
- f. The vendor will provide a system that CCNO staff can return equipment as needed. Freight charges to and from Vendor's facility for equipment eligible for return hereunder shall be paid by Vendor when pre-authorized.

3. EQUIPMENT SPECIFICATIONS

a. One-Piece GPS Monitoring

i. GPS tracking system that complies with the Federal Communications Commission (FCC), meets market safety standards, and presents no safety hazards to CCNO staff or inmates.

ii. The Tracking device will:

1. Have a minimum of 24 hour battery life with a 2-hour charge.
2. Be a GPS tracking device with straps that are easy-to-install, adjustable, and reusable.
3. The device should have the capability to fully activate indoors without the need to acquire GPS.
4. Have a method of ensuring accuracy of location points and must record GPS locations once every 1-minute with data transactions every 30-minutes or similar (normal functioning). Tracker must have the ability to be located on demand if and when needed.
5. Communicate over a global system for mobiles (GSM) network that is compatible with CCNO's service area.
6. Be waterproof, durable and able to withstand vibrations from normal inmate use over time without restricting the day to day activities of the inmate.
7. Offer at least two types of tamper notifications.
 - a. The vendor shall describe how its technology reduces false tampers and ensures accurate alert notification.
8. Be capable of providing Two-Way communication with either an Audible Tone, vibrate notification or voice commands.
9. Tracking software should have the ability to collect up to 30 days of location data and display it in and analytical view, allowing for easy dissemination of travel/stop points.
10. Must be capable of communicating with the vendor's computers and detect the following events and communicate such to the vendor's computer so that CCNO staff can monitor their inmate's whereabouts according to established time frame as configured by CCNO. The following must be detected and communicated via alerts through the vendor's computer system:
 - a. Arrival and departure from inclusion and exclusion zones (with capabilities concerning grace period for early leaves and returns)
 - b. Signal loss
 - c. No motions
 - d. Tracker tampers
 - e. Low battery
 - f. Tracker failed to call (communication fails)
 - g. Strap tamper

b. Continuous Alcohol Monitoring Equipment and Testing Requirements

i. Equipment must provide CAM that samples as individual Inmate's Transdermal Alcohol Concentration (TAC) and measures for confirmable alcohol consumption on a 24/7 basis. Must contain the option of having house arrest (RF) feature as well as alcohol monitoring within the same tracker.

1. The equipment must be able to distinguish between ingested alcohol and environmental exposure to alcohol. Vendor to describe the manner in which the device performs this function.
 2. The equipment shall monitor for ingested alcohol in the human body using court-validated transdermal testing technology. Vendor must be able to supply an expert witness on behalf of CCNO in the event that an inmate goes to court concerning a confirmed alcohol event.
- ii. Utilizes equipment that is lightweight, poses no health hazard and does not unduly restrict the activities of the Inmate at home or at work.
 - iii. Equipment is at a minimum, shock, water and tamper-resistant.
 - iv. The equipment shall have Ethernet, or Wireless connection capabilities and be able to communicate data over any Ethernet-enabled Internet of Wireless source.
 - v. The vendor must perform TAC confirmation data analysis on all alcohol and tamper events prior to notification.
 - vi. The equipment shall have the ability to determine equipment proximity to the body of the Inmate being monitored, including detection of obstructions and changes in body temperature.
 - vii. The equipment must utilize a commercially available and proven fuel cell technology that tests a controlled sample of perspiration of the inmate.
 - viii. The technology shall have single source admissibility, meaning the CAM device does not require CCNO staff to issue a secondary testing methodology to verify consumption on an alcohol alert.
 - ix. The brand and type of equipment shall have a documented history of its monitoring results being admissible in a court of law. A list of evidentiary level hearings that the proposed product has been upheld in should be provided.
 - x. Vendor must have three years' experience demonstrating the ability to provide CAM equipment and monitoring services to the criminal justice marketplace.
 - xi. The device shall have the ability to perform optional RF home curfew monitoring in addition to continuous alcohol monitoring when needed.
 - xii. The following continuous alcohol monitoring alerts must be available and CCNO staffed notified of the following via email and text messages:
 1. Alcohol threshold exceeds
 2. Did not enter/unauthorized leave
 3. Any equipment communication problems (i.e. missed calls)
 4. Receiver case tamper
 5. Receiver low battery
 6. Power loss/power restore
 7. Any blocking/skin resistance tampers
 8. Strap tamper/tamper reset
- c. Remote Breath Alcohol Monitoring Equipment and Testing Requirements
- i. Vendor shall provide a remote BAM product that provides the ability to conduct unsupervised periodic breath alcohol testing on inmates.
 - ii. Device must:
 1. Be handheld and provide mobile cellular communication capabilities – meaning it must work both in the inmates' home and away from the inmate's home in remote locations.
 2. Provide a picture of the inmate with each test performed and a GPS location point when picture is taken with test results.

3. Device must onboard memory to store client's test schedule.
4. Have the ability to store tests results when in poor or no cell coverage and have the ability to forward those results when coverage is regained. Please describe the devices ability to store and forwards results, as well as its storage capacity.
5. Have at least 24 hours of battery life when in use. Please describe the device's battery life under normal conditions.
6. Be easy for inmates to recharge daily with standard AC wall outlets.
7. The device must have automated identification facial recognition. Please describe the method in which device confirms inmate identity with each test.
8. Device also provides a GPS location when the inmate misses or refuses to take a test, as well as when a test is provided.
9. Be able to provide secondary location if satellite GPS is unavailable, such as cell tower triangulation.
10. CCNO Staff should be able to locate the device via GPS in the event the unit is lost. Please describe how the CCNO would be able to locate a missing device.

iii. Testing and Notification Requirements:

1. The device should allow for four or more breath tests per day to be scheduled by CCNO staff.
2. Test should have the ability to be scheduled at fixed, random and on-demand intervals.
3. Device should also have on-device schedule storage in order to wake up and prompt the inmate when it is time to test.
4. Device should provide text message reminders to the inmate's personal cell phone.
5. Notification on the device should be both audible and visible on the device itself. Please describe how your device notifies the inmate when it is time to test.
6. The remote breath alcohol monitor must notify staff of the following issues/alerts:
 - a. Master photo section required
 - b. Missed alcohol test result
 - c. Late compliant test result
 - d. Photo verification declined
 - e. Positive follow-up alcohol test result above .02 after missed test
 - f. Positive follow-up alcohol retest result
 - g. Positive follow-up alcohol test result higher than .02 retest required
 - h. Cell signal lost/acquired

d. Monitoring Software

- i. Vendor will provide a centralized and controlled data center to CCNO with secure 24/7/365 access to a single web based platform for monitoring all equipment devices. Secured user name and password access will be given the approved CCNO staff. Software will provide CCNO at-a-glance viewing of all inmates under supervision across all of the equipment usage.
- ii. Software provides analysis of and notifications to CCNO staff of alcohol readings, tamper alerts, communication failures, equipment issues, equipment maintenance needs, and/or equipment malfunctions of any kind.
- iii. The software will be able to search active and inactive inmates. Inmate data must be archived for a period of five years for adult and the State of Ohio standard concerning minors from the time is enrolled in the system.

- iv. Software will provide CCNO access to mapping of all GPS inmates and provide custom reports for alert status.
- v. Is capable of viewing all inmate locations statuses and any violations or alerts that are generated across all monitoring types.
- vi. Allow notifications to be sent via email, text message and/or facsimile. Must have progression notification capability for alerts that generate from one CCNO staff to another if alert is not addressed and closed out within program time guidelines.
- vii. The web-based database must be accessible and functional via desk-top computers, laptops, tablets, and cell phones. Software shall have ability to close and address alerts via cellphones.
- viii. Software will generate reports for equipment inventory usage, calibration due dates, alcohol graphs and reports as well as summaries of actions taken by CCNO staff throughout the course of their supervision monitoring of the inmates and other data-related reports as needed by CCNO.
- ix. Vendor shall have a disaster recovery solution that shall minimize disruption of services and protect CCNO's data and records in the event the vendor's data center becomes inoperable or loses power.
- e. Customer Support and Training
 - i. Provide a dedicated account representative to assist CCNO staff.
 - ii. Provide support functions and have customer/technical support available 24/7/365.
 - iii. Provide toll free access to customer support/monitoring center.
 - iv. Detail how to generate and interpret data/monitoring reports.
 - v. Provide materials and brochures on the use of the equipment and system.
 - vi. Provide initial start-up training until CCNO staff is proficient with the software and equipment.
 - vii. Provide on-going and supplemental training offerings either on-site or via web-based programs at a minimum of once per year (if requested) after the initial start-up training offerings or on an as needed basis. Based on any significant changes to the Vendor's provided equipment, technology and/or on-going training would be new hires of CCNO.

4. EVALUATION SCORING CRITERIA AND DEMONSTRATIONS

- a. Experience and expertise of the vendor – number of years in business
- b. References
- c. Ability to follow RFP requirements
- d. Overall cost for the equipment and services
- e. Hardware/Software/Data Center
- f. Service/Support/Training. If determined to be needed, the top two scoring proposals will be asked to conduct a demonstration on their products and software. This would include a mock setup of an actual person getting entered in the system and placing/hooking that person up to equipment.

5. PROJECT MISCELLANEOUS CONSIDERATIONS

- a. Any agreement resulting from the acceptance of a proposal shall be on forms approved by the CCNO.
- b. The CCNO reserves the right, in its sole discretion, to reject or modify any agreement that does not conform to the request for proposal or Facility requirements.

6. PROJECT COST PROPOSAL

- a. Cost Proposals shall be submitted on the PROJECT COST PROPOSAL FORM – ATTACHMENT A.
- b. Each proposal should be accompanied by a security bond issued by a surety company authorized to do business in Ohio, a certified check, a cashiers check, or a money order drawn upon a solvent bank or savings and loan association, payable to the CCNO, in the sum of 10% of the proposed equipment price bid amount, and conditioned that if the proposal is accepted a contract shall be executed in conformity to the invitation and proposal.

7. PROJECT GENERAL CONDITIONS

- a. The process to be used in the selection of this firm is described in detail in Section 4 Evaluating and Scoring Criteria and Demos. In summary, the responses to the RFP will be evaluated by CCNO personnel that understand the required services associated with project.
- b. All respondents accept the conditions of this RFP, including, but not limited to, the following:
 - i. All submittals shall become the property of the CCNO and will not be returned.
 - ii. Late submittals (as deemed by CCNO time keeping) shall not be evaluated.
 - iii. Any restriction as to the use of submitted materials must be clearly indicated as proprietary. The requested limitation or prohibition of use or release shall be identified in writing as an exception on a separate sheet. Blanket claims of proprietary submittals will not be honored. Fee proposals shall be considered proprietary.
 - iv. The CCNO reserves the right to reject any or all proposals on the basis of being unresponsive to the RFP or for failure to disclose requested information.
 - v. The CCNO shall not be liable for any costs incurred by respondents in the preparation of submittals and proposals nor in costs related to any element of the selection and contract negotiation process.
 - vi. All submittals must be in a sealed envelope with the Company Name, RFP Name and Number identified on the front of the envelope.
- c. Submittals from respondents must comply with, but not be limited to, the following:
 - i. The items identified within the evaluation criteria (Section 4)
 - ii. Submission of two (2) complete copies of all material.
 - iii. Response to all items shall be complete.
 - iv. All references shall be current and relevant.
 - v. Modifications or changes to the Cost Proposal Form are prohibited without including a thorough explanation of any exceptions, modifications or changes.
 - vi. The CCNO retains the right to waive any minor irregularity or requirement should it be judged to be in the best interest of the CCNO.

8. METHOD OF AWARD

- a. The award will be made to that bidder whose proposal is determined to be professionally and technically complete and who is the lowest and best bidder. The selection process may, however, include a request for additional information and/or an oral presentation to support the written proposal. The CCNO reserves the right to award this contract, not necessarily to the bidder with the lowest price, but to the bidder who demonstrates the best ability to fulfill the requirements of the RFP.

- b. The Vendor shall commence work only after the execution and transmittal of a fully executed contract to be drafted by the CCNO's legal counsel and after receiving written notification to proceed from the CCNO. The Vendor will perform all services indicated in the proposal in compliance with the negotiated contract.
- c. Bidders whose proposals do not meet the mandatory requirements will be considered non-compliant. After the evaluation of the proposals and the selection of the successful bidder, bid responses will be presented to the CCNO Board at the next regularly scheduled meeting for acceptance and approval. Once approved, all bidders will be notified of the selected firm and bid bonds will be returned.
- d. The laws of Ohio require that at the conclusion of the selection process, the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that is recognized as such and protected by law may be withheld if clearly identified as such in the proposal.

9. LIABILITY AND IDEMNIFICATION

- a. The Vendor will indemnify, defend and hold harmless the CCNO and its trustees, members, employees, directors, officers, agents and representatives against all claims and actions based upon, or arising out of, damage or injury to person or property caused or sustained by any person or persons as a result of any act of omission of the Contractor or its officers, directors, employees, agents or representatives or any breach of the contract.
- b. The Vendor shall give full attention to the faithful execution of the contract, shall keep the contract under his control and shall not, by power of attorney or otherwise, assign any of the rights or duties arising under the contract to any other party whether voluntarily, by operation of law or otherwise.
- c. The Vendor must carry liability insurance in the amount of \$2,000,000.00 per occurrence and \$10,000,000.00 in aggregate. A copy of the certificate of insurance must be maintained on file at the office of the Corrections Commission during the terms of the agreement. The terms of the insurance policy must be acceptable in form and substance to the CCNO and show the Corrections Commission an additional insured with the Contractor.

10. MISCELLANEOUS PROVISIONS

- a. Governing Law. The Contract will be governed by the law of the State of Ohio.
 - i. Any future disputes over this Agreement will be heard in a Court of competent jurisdiction in Williams County, Ohio.
- b. Successors and Assignment.
 - i. Binding Effect. The CCNO and the Vendor each will bind itself and its successors, assigns and legal representatives to the other party.
 - ii. Assignment by Vendor. The Vendor will not assign the contract in whole or in part, including but not limited to any monies due or to become due to the Vendor under the Contract.
 - iii. Assignment of Owner. The CCNO may assign the contract.
- c. Written Notice
 - i. Notice to Vendor. Written notice under the contract shall be deemed to have been duly served on the Vendor if delivered in person to any principal, agent, or employee of the Vendor, or if sent by registered, certified, or overnight mail, or by nationally recognized courier to the last business address known to the CCNO. Notice shall be deemed to be given or received on the

earlier of two (2) days after the date of mailing or, one (1) day after delivery to the overnight courier, or when actually received.

- ii. Notice to Owner. Written notices under the contract shall be deemed to have been duly served on the CCNO if delivered in person to the Executive Director of the CCNO or if sent by registered or certified mail to the Executive Director of the CCNO at the Corrections Center. Notice shall be deemed to be given only upon actual receipt.

General Conditions

1. The previously stated specifications are a general guide to the Electronic Monitoring as requested.
2. Proposals shall be submitted in a sealed envelope with the following clearly marked on the outside of the envelope: **RFP # 2022-002 – Electronic Monitoring**. Envelopes shall contain the legal name of the bidder, and a statement that the bidder is a sole proprietor, a partnership, a corporation, or other legal entity. The proposal shall be signed by the person or persons legally authorized to bind the bidder to a contract.
3. Prior to 2:00 p.m. on July 7, 2022, each bid upon submission must be stamped for the time and date received and placed in the safe. The safe is located in the Fiscal Department – Administrative Offices at the CCNO facility.
4. Each proposal shall be accompanied by a bond issued by a surety company authorized to do business in Ohio, a certified check, a cashiers check, or a money order drawn upon a solvent bank or savings & loan association, payable to the Corrections Commission of Northwest Ohio, in the sum of 10% of the total amount of the bid and conditioned that if the proposal is accepted a contract shall be executed in conformity to the invitation and proposal.
5. The CCNO intends to award the contract to the lowest and best bidder. The CCNO retains the right to award the contract not necessarily to the bidder with the lowest price but to the bidder who demonstrates the best ability to fulfill the requirements of the proposal and whose proposal is determined to be professionally and technically complete.
6. The CCNO reserves the right to reject any and all proposals, to waive any informality in the proposals received, and to accept any proposal or combination of proposals which is deemed most favorable to the CCNO at the time and under the conditions stipulated.
7. If, after award of contract, the bidder fails to execute a proper contract, the amount of that bidder's bid security (i.e. the bond, check or money order) shall be forfeited to the CCNO as stipulated for liquidated damages.
8. The bid security will be returned to unsuccessful bidders when the contract is awarded by the CCNO or the CCNO rejects all bids. The bid security of the successful bidder will be returned upon the filing of the required performance and payment bond.
9. Upon award of the bid, a performance bond in the full amount of the bid price is required.
10. The CCNO is a governmental entity and, therefore, tax exempt. A current Tax Exemption Form will be provided to the bidder upon execution of a contract.
11. The Bidder agrees to provide a statement certifying that their personal property taxes have been paid, in compliance with the Ohio Revised Code Section 5719-042 – Statement as to delinquent taxes. The Statement will be provided to the bidder prior to awarding the bid contract.
12. The Bidder agrees to provide a statement certifying their status as an Independent Contractor, in compliance with the Ohio Revised Code Section 3121.891, which specifies that employers and government entities in the state of Ohio are obligated to report to Ohio Department of Job and Family Services all employees who reside or work in the state of Ohio. The Statement will be provided to the bidder prior to awarding the bid contract.
13. Invoice payment terms will be within 30 days from date of completion and acceptance of the CCNO Electronic Monitoring and receipt of invoice from the vendor.
14. Questions regarding the specifications for said CCNO Electronic Monitoring should be directed in writing to Kelsey Goebel at Kelsey.goebel@noris.org.

Attachment A
Cost Proposal Form
Electronic Monitoring

	<u>Total Purchase Price</u>	<u>Daily Rental Price</u>	<u>Daily Monitoring Fees</u>	<u>Yearly Warranty Cost</u>	<u>Rental Monitoring Fees</u>
<u>45 One Piece GPS Units – Cellular</u>					
<u>20 CAM Transmitters w/Home Bases - Cellular</u>					
<u>12 Remote BAM Units</u>					
	<u>GPS</u>	<u>CAM</u>	<u>BMA</u>	<u>RF</u>	
<u>Trade-In Value/Equivalent</u>					
<u>Rental Spares</u>					
<u>Miscellaneous Additional Costs</u>					

- Prices listed above are required to include all charges per unit.
- Bidder further agrees that if it is awarded the bid, then it shall enter into a contract in a timely fashion. If the bidder fails to execute a contract, then the amount of the bid bond shall be forfeited.
- Bidder states that its bid is fair in all respects, that same has been made without fraud or collusion, and is made without any understanding or agreement with or conjunction with any other person, agency, company, or other entity, unless expressly identified herein.
- Bidder further states that it has attached the following hereto:
 - a. Bid bond, certified check or cashier’s check in the amount of 10% of the proposed equipment price bid amount has been tendered as a guarantee that the bidder will, if awarded the bid, enter into a contract in a timely manner.
 - b. Exceptions to specifications, if any.
 - c. A brief narrative description of the monitoring service offered, whether owned, or owned or subcontracted for, its geographic location, and staffing.
 - d. A brief narrative description of the GPS capabilities of the system offered.

Company: _____
Signed by: _____
Printed Name: _____
Title: _____
Date: _____
Mailing Address: _____
Email Address: _____
Phone Number: _____

I certify that this formal bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same service, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this formal bid for the bidder. I understand that all information included in this bid is public knowledge.

Authorized Signature: _____