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**REQUEST FOR PROPOSALS (RFP)**

**MARIN COUNTY PROBATION DEPARTMENT**

**ELECTRONIC MONITORING EQUIPMENT AND SERVICES**

**RFP-PROB-2016-02**

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**DATE ISSUED:**

**July 29, 2019**

**DEADLINE FOR SUBMISSIONS:**

**August 23, 2019**

**The County of Marin Probation Department does not discriminate on the basis of sex, race, color, religion, age, sexual orientation, disability, marital status, or national origin in employment or in its programs and activities. Auxiliary aids and services are available upon request to individuals with disabilities. Alternative formats will be made available upon request.**



## I. Introduction and Schedule

### General

The County of Marin Probation Department (“County”) seeks a provider of Electronic/Alcohol Monitoring Services and Equipment (“Contractor”). The Contractor will be responsible to:

- Provide and maintain selected equipment, including sufficient inventory for multiple County programs with a daily expected population of 60 – 100 being monitored on any given day
- Provide 24/7 monitoring center services with real time notification to County staff and software system that allows direct access by County staff for maintenance of client data
- Train and assist County staff in the installation and troubleshooting of equipment and monitoring software

Persons on the Marin County Electronic Monitoring Program are under the authority of the Marin County Probation Department as ordered by the Marin County Superior Court, the County Parole Board or as a part of their probation supervision terms. Client program orientation and the collection of fees is a function of the County.

The contract shall have an original term of three (3) years. In addition, the County shall have two options to extend the term for a period of one year each, which the County may exercise in its sole, absolute discretion. In the event such extension right is exercised, all terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during the renewal term. The maximum contract period is not anticipated to be more than five (5) years. Should the contract reach five full years, the contract may continue for a short period, not to exceed six (6) months, to allow for a smooth transition to a new contract.

The contract total compensation for the 3-year period is expected to not exceed \$600,000. The annual funding amount is \$200,000. Should the contract be extended, the annual compensation will increase at a rate similar to the per year costs of the original 3-year term. Proposers may submit proposals with greater or lesser value, and cost and reasonableness of rates will be considered as part of the evaluation.

### Schedule

The following schedule is subject to change. Except as provided below, changes will only be made by written amendment to this Request for Proposal (“RFP”).

<b>Date</b>	<b>Event</b>
July 31, 2019	Release Request for Proposals
August 9, 2019	Deadline for Proposer’s Questions
August 12, 2019	County’s Responses to Questions Due
August 23 2019	Proposals Due
Aug 28-30, 2019	Proposals Evaluated by County
Week of Sept 2	Interviews/Web Demo of Software
Sept 6, 2019	Notice of Intent to Award ( <i>subject to delay without notice to proposers</i> )
Sept 24, 2019	Board of Supervisors Awards Contract ( <i>subject to delay without notice</i> )
October 1, 2019	Anticipated Program Start Date



## II. Scope of Work

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. The following are work tasks assumed necessary to an electronic monitoring services program. Proposing teams may suggest a modified scope as part of their proposal.

To minimize duplication of effort and to allow the County to coordinate data requests and data available for the services requested within this RFP, as well as for previous and future projects, the selected Contractor's findings and data may be shared by the County with other County contractors, as deemed appropriate by the County.

***Each Proposer should demonstrate its capabilities by providing summaries of representative projects in response to this RFP.*** The County will negotiate the specific scope of services, budget, deliverables, and timeline during contract negotiations with the successful Proposer. There is no guarantee of a minimum amount of work or compensation for any Proposer(s) selected for contract negotiations.

### 1. Equipment

- a. Contractor will provide at least two electronic devices capable of utilizing Contractor's web-based interface to track all participants. The devices will be returned to the Contractor at the conclusion of the contract. The contractor is responsible for upgrading/replacing the electronic devices if they become obsolete or incompatible. The contractor is responsible for replacing the electronic devices if they malfunction and staff did not cause the malfunction.
- b. Contractor is responsible for providing all electronic monitoring equipment and consumables (including incidental tools and supplies, transmitter straps and clips), and for all maintenance of the equipment, including that resulting from damage, destruction, or loss of equipment by participants. Contractor shall provide new technology upgrades to equipment under contract as it becomes readily available in the electronic monitoring industry.
  - i. Active Ankle Transmitters: Must be FCC certified body-attached devices housing the receiver and transmitter into a single unit. All participant equipment must report all information exclusively through the cellular network. Devices must be as small and inconspicuous as possible - dimensions must be consistent in size and weight with the latest industry standards.
    1. Transmitters must be attached to participants in such a manner that they cannot be removed. If transmitters are tampered with or removed, transmitters must have a tilt alarm, or other similar system that notifies the organization, in real time, that the unit has been tampered.
    2. All devices shall be capable of being attached to the participant so that efforts to tamper with or remove the bracelet are obvious upon visual inspection and provide immediate tamper detection and alert reporting.
    3. All devices shall be shock resistant, waterproof to at least 30 feet, and function reliably under normal atmospheric and environmental conditions. The GPS device casing must be waterproof and must be able to withstand environmental factors.
    4. All devices must be capable of tracking indoors and outdoors. Proposals shall define specifically how indoor tracking is achieved.



- ii. Alcohol Monitoring Devices: Must be compatible with transdermal alcohol testing and be FCC compliant.
  - 1. Devices must be body-attached.
  - 2. Devices must be attached to participants in such a manner that they cannot be removed.
  - 3. All efforts to remove the bracelet should be obvious upon visual inspection.
  - 4. All devices shall be shock resistant and function reliably under normal atmospheric and environmental conditions.

*Devices shall not pose a safety hazard or unduly restrict the activities of the participant.*

- c. All devices must provide alternative location tracking using the cellular network in the absence of GPS at no additional cost.
    - i. Devices proposing methods of secondary tracking in addition to GPS must specify the timing interval at which the secondary tracking technology is occurring (Example: Secondary tracking via cellular triangulation occurring every thirty (30) minutes) and must also specify how the web based system reflects the secondary tracking versus GPS mapping and whether the two tracking technologies are integrated as part of the mapping or if they require caseworkers to compare two separate indicators such as mapping for GPS with a separate cellular zone for secondary tracking.
  - d. Other devices: The County welcomes proposers to include other monitoring devices options than what is outlined above.
  - e. Other criteria:
    - i. No automatic reset of equipment. Proposer must demonstrate that equipment has a documented successful use performance.
    - ii. Must be equipped with technology that minimizes drift.
    - iii. Must have internal, rechargeable, non-removable battery power.
    - iv. Must provide a low power signal, visual indicator, and vibrating alarm to indicate that the device should be recharged.
    - v. The Contractor shall provide any replacement power sources for use with the GPS device that fail under normal use.
- 2. Equipment Replacement** - Proposer will be responsible for all maintenance of the equipment, including that required from damage, destruction, or loss of equipment by participants. The County will not require the participant(s) to replace or pay for any lost or damaged equipment.

### **3. Equipment Maintenance**

- a. Contractor will provide any necessary auxiliary equipment (ex., charger, beacon, etc.). Auxiliary equipment that requires installation in participant's home may be installed by trained staff.
- b. In the event the participant's equipment is malfunctioning the Contractor must have replacement equipment available within 24 hours.
- c. Contractor staff will provide equipment inspections on an as-needed basis at the contractor's office or on-site at the Marin County Civic Center. Contractor trained staff may perform equipment inspections.
- d. Contractor staff must be available on-site at least three times per week for a minimum of six



- (6) hours each day to do the following:
- i. Assist with client drop-ins and installations on peak days
  - ii. Resolve malfunctioning equipment issues including testing chargers
  - iii. Provide training and assistance to staff
  - iv. Conduct transdermal alcohol testing device downloads
  - v. Remove equipment devices upon a client's discharge from the program

#### 4. Client Monitoring Software

- a. Contractor will provide software capable of real-time monitoring and maintaining of data on a minimum of 100 clients
- b. Software must be capable of:
  - i. maintaining different categories of clients based on County's definitions
  - ii. allow appropriate County personnel to enter, store, access and remove necessary client data without need of assistance or intervention of the contractor
  - iii. kept current in real time each time a subject is added, changed or terminated
  - iv. have the ability to create, edit and delete scheduling information and stay away zones, including reasons for entry
  - v. Send alarms electronically to designated County personnel for any violation n in the system of the configured terms of a subject's monitoring program, via text or email
  - vi. Provide a centralized view in which all notifications can be received, prioritized and responded to
- c. Software must have ability to generate reports without assistance of contractor including, at minimum, the following:
  - i. Daily Violations Reports that lists the participant's name, date, time, and type of violation, including violations of movement and/or curfew restrictions, equipment malfunctions/tampers, battery status and any other problem related to the status of the participants.
  - ii. Daily Charging Reports that lists the participant's name, date, and detailed charging data.
  - iii. Master List Report: At the minimum the report will include:
    1. Participant's name and address
    2. Participant's schedules
    3. Start date in the program
    4. Program violations including date, time, and type
  - iv. Ad hoc reports
- d. The Contractor shall train the County's system administrators how to perform system administration and configuration of the system. The local system administrator should be able to manage user accounts and role settings
- e. Contractor shall provide the latest version offered by the manufacturer, and must be compatible with all standard internet browsers on Window 7 or above operating systems

#### 5. Meetings and Trainings

- a. Contractor will meet with County staff on dates and times, to be determined collaboratively, to review program status and implementation, for scheduled trainings on using the equipment, for troubleshooting, and for dealings with probation officers.
- b. Contractor will provide trainings for County staff on a quarterly basis and to judges bi-annually.



## 6. General Requirements

- a. **Invoicing** – Contractor will submit invoices by secure email as specified by County for the previous month's service by the 15 day of the current month, and the invoice must contain all necessary documentation to verify validity. Invoices must state but may not be limited to the following:
  - i. First initial of first name, last name, and PFN (personal file number) of client
  - ii. Individual services provided with the corresponding charge per service
  - iii. Number of days client participated per service
- b. **Contractor and Contractor Employee Requirements** – Contractor shall provide its employees with a CORI (Criminal Offender Record Information) form to sign, regarding confidentiality of the information in County records. Contractor shall retain original CORI forms and provide verification as requested by County. Attestation that all contractor's employees maintain criminal and background check clearances required to work with youth shall be submitted with monthly invoices.
- c. **Lost Units** – Contractor will incorporate inventory shrinkage due to lost or damaged devices into total contract pricing and will indicate the number of devices that may be replaced without cost to County in the response.
- d. **Equipment Availability** – Contractor will provide County with a number of GPS bracelets, transdermal alcohol monitoring devices and auxiliary equipment to maintain on-site at the Civic Center. The equipment will be used for new enrollments and device replacement on-site. The number of available units and auxiliary pieces for each program must be at the minimum at 20% of program enrollment. There must be an additional, mutually agreed upon, number of units provided to the Juvenile Division to maintain on site.
- e. **Data Expungement** – Contractor must have the ability to expunge any and all of participant's data at the request of the County in the event a court order to seal participant's entire case is made in accordance with 786 WIC or 781 WIC. Contractor should provide with notification/proof of expungement via secure email.
- f. **Integration** – Contractor must be willing to explore integration of Contractor's reporting tools/data sharing with County's Case Management System in the future.
- g. **Support** – Contractor staff will be available Monday through Friday 8:30am to 5:30pm to provide email and telephone support to County staff at no additional cost. The support will cover:
  - i. Monitoring difficulties
  - ii. Web interface navigation questions
  - iii. Equipment questions
  - iv. Report requests



### III. Submission Requirements

#### A. Proposal Submittal

1. Form: Proposers must submit one (1) electronic copy and one (1) signed original proposal by August 23, 2019. Proposals must be enclosed in a sealed envelope or package and clearly marked "ELECTRONIC MONITORING RFP". Proposals shall be submitted to:

County of Marin  
Attn: Samantha Klein  
3501 Civic Center Dr. Rm 265  
San Rafael CA 94903

2. Due Date: Proposals must be received no later than 4:00 p.m. on August 23, 2019. The proposal due date is subject to change. If the proposal due date is changed, all known recipients of the original RFP will be notified of the new date.
3. General Instructions: To receive consideration, proposals shall be made in accordance with the following general instructions:
  - a) The signature of all persons signing the proposal shall be in long hand. The completed proposal shall be without alterations or erasures.
  - b) No oral or telephonic proposals will be considered.
  - c) The submission of a proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County, including all terms and conditions contained within this RFP.

#### B. Proposal Format and Contents: For ease of review and to facilitate evaluation, the proposals for this project should be organized and presented in the order requested as follows:

- 1) **Signed Proposal Cover Sheet**: Please complete and submit Attachment A.
- 2) **Section I - Organizational Information**: Provide specific information concerning the firm in this section, including the legal name, address and telephone number of your company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private). Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract.
- 3) **Section II - Qualifications and Experience**: Provide specific information in this section concerning the firm's experience in the services specified in this RFP, preferably within the State of California. Examples of completed projects, as current as possible, should be submitted, as appropriate. References are required. Please provide names, addresses, and telephone numbers of contact persons from three (3) client agencies for whom similar services have been provided.
- 4) **Section III – Equipment and Software**: Describe how the equipment and software you will provide meets or exceeds the equipment specifications described in the Scope of Work.



- 5) **Section IV - Equipment and Software Costs:** It is the expectation of the County that the vendor will maintain an inventory of the selected equipment, billing the county a daily cost for active units and a reduced daily cost for inactive units on hand above a reasonable “no-charge spare” number as determined in the final agreement. Please provide a matrix of proposed equipment that includes:
- Active Unit Charge/day
  - Inactive Unit Charge/day
  - No-Charge Spare amount as a percentage of active days
  - Equipment replacement costs
- 6) **Section V – Identification of subcontractors:** Proposers shall identify all subcontractors they intend to use for the proposed scope of work. For each subcontractor listed, proposers shall indicate (1) what products and/or services are to be supplied by that subcontractor and, (2) what percentage of the overall scope of work that subcontractor will perform.
- 7) **Section VI - Insurance:** The selected proposer will be required to obtain insurance as described in Attachment B of the attached Sample Agreement. Securing this insurance is a condition of award for this contract. No services shall be rendered to the County of Marin prior to the County’s receipt of the required proof of insurance.

#### C. Questions

Proposers are required to submit questions in writing before the close of business at 4pm, August 9, 2019 in order for staff to prepare written responses to all vendors. Written answers will be shared with all potential bidders on or before August 12, 2019.

Questions are best received and most quickly responded to when sent via e-mail directly to Samantha Klein at [sklein@marincounty.org](mailto:sklein@marincounty.org). Questions will not be accepted by phone.

#### D. Corrections and Addenda

1. If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the contact person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all known parties in receipt of this RFP.
2. If a proposer fails to notify the contact person prior to the date fixed for submission of proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.
3. Addenda issued by the County interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. The proposer shall sign and date the addenda cover sheet and submit same with the proposal (or deliver them to the Probation Department, Attn: Samantha Klein, 3501 Civic Center Dr Rm 265, San Rafael CA 94903). Any oral communication by the County’s designated contact person or any other County staff member concerning this RFP is not binding on the County and shall in no way modify this RFP or any obligations arising thereunder.



## E. Finalist Interviews

After initial screening, the evaluation committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process and may consist of or include a demonstration of software functionality. Interviews can be conducted via webinar functionality for efficiency. If it is determined that finalist interviews are necessary, they will be held between August 26 at the Adult Probation Office, 3501 Civic Center Dr. Rm 265, San Rafael CA 94903.

## F. Selection Process

1. All proposals received by the specified deadline will be reviewed by the County for content, including but not limited to proposed program services, cost to County, available equipment and related experience and professional qualifications of the bidding Contractors.
2. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a proposal who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the proposal.
3. Proposals may be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list):
  - a) Demonstrated ability to perform the services described;
  - b) Experience and expertise;
  - c) Quality of work as verified by references;
  - d) Costs relative to the scope of services;
  - e) A demonstrated history of providing similar services to comparable entities;
  - f) Willingness to accept the County's contract terms; and
  - g) Any other factors the evaluation committee deems relevant. (When such criteria are used for evaluation purposes, the basis for scoring will be clearly documented and will become part of the public record.)
4. The County Department Head or Purchasing Agent reserves the right, in their sole discretion, to reject any and all proposals and to waive informalities and minor irregularities in any proposals received at any time before Board approval of an award. Failure to furnish all information requested or to follow the format requested herein may disqualify the proposer, in the sole discretion of the County. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.
5. The County may, during the evaluation process, request from any proposer additional information which the County deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the proposer shall be permitted three (3) working days to submit the information requested.
6. An error in the proposal may cause the rejection of that proposal; however, the County may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, the County will consider the conformance of the proposal to the format and content



required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete proposal submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a proposer on any item in a proposal that County believes to be in error.

7. The County reserves the right to select the proposal which in its sole judgment best meets the needs of the County. ***The lowest proposed cost is not the sole criterion for recommending contract award.***
8. All firms responding to this RFP will be notified of their selection or non-selection in writing after the Evaluation Committee has completed the selection process.
9. Generally, the firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.

## G. General Information

### 1. Rules and Regulations

- a) The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of proposals.
- b) Marin County reserves the right to reject any or all proposals or portions thereof if the County determines that it is in the best interest of the County to do so.
- c) The County may waive any deviation in a proposal. The County's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations. Marin County reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. The County further reserves the right to award the agreement to the proposer or proposers that, in the County's judgment, best serves the needs of the County.
- d) All proposers submit their proposals to the County with the understanding that the recommended selection of the review committee is final and subject only to review and final approval by the Department Director (via delegation) or the Board of Supervisors.
- e) Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by the County, all proposals shall be deemed public record. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the word "Confidential" printed on the top right-hand corner of each page for which such privilege is claimed. Examples of confidential materials include trade secrets and financial statements. Each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. The County will consider a proposer's request for exemptions from disclosure; however, the County will make its decision based upon applicable laws. An assertion by a proposer that the entire proposal, or large portions, is exempt from disclosure will not be honored. Prices, makes and models or catalog



numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.

- f) The County will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that the County does not wish to receive confidential or proprietary information and that proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:
  - i. [Legal name of proposer] shall indemnify, defend and hold harmless the County of Marin, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this proposal that [legal name of proposer] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

## 2. Non liability of County

The County shall not be liable for any pre-contractual expenses incurred by the proposer or selected contractor or contractors. The County shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

## 3. Proposal Alternatives

Proposers may not take exception or make material alterations to any requirement of the RFP. Alternatives may be submitted as separate proposals and so noted on the cover of the proposal. The County reserves the right to consider such alternative proposals, and to award an agreement based thereon if it is determined to be in the County's best interest and such proposal satisfies all minimum qualifications specified in the RFP. Please indicate in the cover letter that the proposal offers an alternative to the RFP

## 4. Lobbying

Any party submitting a proposal or a party representing a proposer shall not influence or attempt to influence any member of the Evaluation Committee, any member of the Board of Supervisors, or any employee of the County of Marin, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

## 5. Form of Agreement

- a) A sample of the agreement is included as Attachment B hereto. Proposers must be willing to provide the required insurance and accept the terms of this sample agreement. With few exceptions, the terms of the County's standard agreement will not be negotiated. *Indemnification language will not be negotiated.*
- b) Proposals submitted shall include a statement that (i) the proposer has reviewed the sample agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the proposer except as noted specifically in the proposal. A proposer taking exception to the County's sample agreement, must also provide alternative language for those provisions considered objectionable to the proposer. Please note that any exceptions or changes requested to the Agreement may constitute grounds to reject the proposal.



- c) Failure to address exceptions to the sample agreement in a proposal will be construed as acceptance of all terms and conditions contained therein.
  - d) Submission of additional contract exceptions after the proposal submission deadline may result in rejection of the consultant's proposal.
6. Duration of Proposal; Cancellation of Awards; Time of the Essence
- a) All proposals will remain in effect and shall be legally binding for at least ninety (90) days.
  - b) The selected Contractor will be required to execute an agreement with the County for the services requested within sixty (60) days of the County's notice of intent to award. If agreement on terms and conditions acceptable to the County cannot be achieved within that timeframe or if after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of the County, the County reserves the right to retract any notice of intent to award and proceed with awards to other consultants.
7. Withdrawal and Submission of Modified Proposal
- a) A proposer may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. The proposer must, in person, retrieve the entire sealed submission package. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals.

**Attachments:**

Attachment A: Required Cover Sheet

Attachment B: Sample Agreement