

Anderson County Government

REQUEST FOR PROPOSALS (Formal)

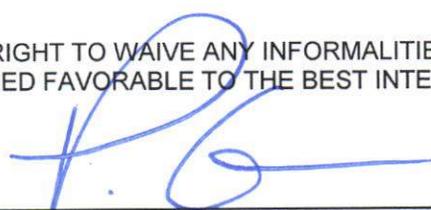
Pamela Cotham, Purchasing Agent
100 North Main Street, Courthouse, Rooms 214
Clinton, Tennessee 37716
(865) 457-6251
purchasing@andersontn.org
(865) 457-6252 Fax
<http://andersontn.org/purchasing.html>

RFP No.: 4624

Date Issued: June 22, 2015
RFPS will be received until
2:30 p.m. Eastern Time on August 13, 2015

Sealed proposals subject to the General Terms and Conditions of this Request for Proposal, and any other data attached or incorporated by reference. Proposals will be received in the Office of the Anderson County Purchasing Agent until the date and time specified above, and at that time publicly opened and read aloud.

THE ANDERSON COUNTY PURCHASING AGENT RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES IN OR TO REJECT ANY OR ALL PROPOSALS AND TO ACCEPT THE PROPOSAL DEEMED FAVORABLE TO THE BEST INTEREST OF ANDERSON COUNTY.



Pamela Cotham, Anderson County Purchasing Agent

PROPOSAL DESCRIPTION

Electronic Monitoring Program – Anderson County Government, Clinton, TN

All vendors must submit one original and one exact copy of their bid, including brochures, of their proposals.

Contact Purchasing in writing with any questions. Refer to General Terms and Conditions Section 1.2.

**Anderson County Alternatives to Incarceration
Electronic Monitoring Program
Request for Proposal # 4624**

A. GENERAL

The Anderson County Sheriff's office is seeking proposals from qualified company to provide all equipment and services necessary to implement and maintain a comprehensive electronic monitoring program (EMP) for Anderson County's Alternative to Incarceration Program. The County desires an electronic monitoring system that uses global positioning satellite (GPS) technology and has ability to identify the offender, monitor his/her presence, and detect unauthorized absences at a specific location.

The EMP system and services shall include a detailed explanation/description of the following:

- 24/7 monitoring
- Active/Passive GPS monitoring
- Radio Frequency (RF) monitoring technology
- Monthly billing

B. BACKGROUND

The Anderson County Alternatives to Incarceration Program under the direction and control of the Anderson County Sheriff's office has been assigned the task of providing effective programs that will result in cost savings for the taxpayers of Anderson County. We believe the implementation of an Electronic Monitoring Program (EMP) may assist in achieving this goal.

C. SCOPE OF SERVICES

1. Monitoring service
2. Record keeping
3. Supervision of clients
4. Training
5. Reporting
6. Safe, tamper resistant equipment
7. Timely, accurate, itemized invoices
8. No minimum offender participation requirement
9. Maximum offender participation allowed will be at the discretion of the Anderson County Alternatives to Incarceration under the direction of the Anderson County Sheriff's office.

D. QUALIFICATIONS

- Have knowledge of global positioning satellite systems applicable to requirements of a viable EMP
- Provide specific customer support requests as related to equipment, monitoring services, and overall operation of the program

E. GENERAL COMPLIANCE WITH LAWS

(a) If required, the company shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The company is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA).

(c) This contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the company agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Anderson County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Anderson County, Tennessee.

F. CONTRACT PERIOD

The County desires a one (1) year contract, with an option to renew for five additional years in one year increments. This contract may be terminated by either party by giving a thirty (30) day written notice before the effective date of termination. In the event of such termination, the Company shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date. However, the Company shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

G. BID PROPOSALS

Bids must be sealed in an envelope or carton and clearly marked on the outside with the words "RFP #4624 – Electronic Monitoring Program". Interested companies submit one original and four (4) complete copies (including all brochures, special attachments, certificates, etc...) of the proposal package. Include all information requested and any other information thought to be relevant to completely address the Request for Proposals (RFP) requirements.

- a. Proposals are due by 2:30 p.m. on August 13, 2015. At which time and place they will be opened and names of vendors submitting proposals will be announced.
- b. Any questions concerning this RFP should be directed to Pamela Cotham, Anderson County Purchasing Agent at telephone (865) 457-6218, purchasing@andersontn.org, or fax (865) 457-6252.
- c. Each Proposal shall be valid for a period of ninety (90) calendar days from the bid opening date.

The envelope or carton must be mailed or delivered to:

**Anderson County Courthouse
Attn: Pamela Cotham, Purchasing Agent
100 N. Main Street, Room 214
Purchasing Department
Clinton, TN 37716**

H. SUBMITTALS

The following information, as a minimum, shall be included in the proposal package to be considered responsive to the RFP.

1. The Request for Proposal document with any addenda acknowledgements must be filled out and signed as required. The person that signs the RFP shall have the authority to negotiate the full scope of the offered services and provisions on behalf of the organization and shall be authorized to bind the contract to the terms and conditions of this RFP.
2. A description of the firm and company history.
3. Key personnel resumes.
4. Qualification documents – specify certifications, specialized training, etc. of firm representatives who will provide equipment and services. Attach copies of current certification (s). These may be included with the resumes in item 3 above.
5. System and Services proposed – address each of the nine items listed in the Scope of Services paragraph.
6. Costs: Provide itemized pricing for all system equipment (also address replacement/repair cost (s)) and associated services. Prices submitted shall be clearly stated so that the County fully understands what will be supplied.

7. References: Provide at least three (3) client references that are currently using your services.

I. EVALUATION CRITERIA

A committee of 3 or more County employees will meet to review and evaluate each bid proposal. Anderson County will award bid based on the following criteria:

- | | |
|--|-----------|
| 1. Cost | 40 POINTS |
| 2. System and Services proposed | 30 POINTS |
| 3. Qualification documents | 20 POINTS |
| 4. Company history and key personnel resumes | 10 POINTS |

Request For Proposal Number: 4624

Request for Proposal Title: Electronic Monitoring Program

BID ENVELOPE/PACKAGE CONTAINING BID:

Bids **MUST** be received in a sealed envelope/package with the bid number, company name and opening date clearly marked. Failure to comply may result in rejection of your entire bid. Late bids, e-mailed bids and faxed bids will not be considered nor returned. Anderson County will not be responsible for any lost or misdirected mail.

ANDERSON COUNTY PURCHASING DEPARTMENT

100 NORTH MAIN STREET, SUITES 214 AND 218

CLINTON, TN 37716

purchasing@andersontn.org

Website: <http://andersontn.org/purchasing.html>

(865) 457-6218 Phone

(865) 457-6252 Fax

SECTION 1 GENERAL TERMS AND CONDITIONS

1.1 PROTEST: Any vendor wishing to protest the award shall notify in writing the Anderson County Purchasing Agent. No protest will be accepted, except those protests made in writing and received within (10) ten calendar days of the award. Protests must be in writing and envelopes/package containing protest must be clearly marked with Request for proposal number and words "Request for Proposal Protest". The Purchasing Agent, in conjunction with the Purchasing Commission, and with the advice and counsel of the County Attorney, shall review and make a final decision as to any proposal protest. Appeals shall be filed in the Circuit or Chancery Courts of Anderson County within sixty (60) days of the final decision.

1.2 PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Request for Proposals must, upon the request of Anderson County, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Anderson County will make the final determination as to the proposal's ability.

1.3 VENDOR'S DEFAULT: Anderson County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

1.4 BACKGROUND CHECKS: Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

1.5 BID CLOCK: The bid/time clock in the Anderson County Purchasing office will be the time of record.

1.6 TAXES: Anderson County is not liable for Federal excise or State sales tax. Tax exemption certificates will be provided upon request.

1.17 DRUG-FREE WORKPLACE: Under the provisions of Tennessee Code Annotated §50-9-113 enacted by the General Assembly effective 2001, all employers with five (5) or more employees who contract with either the state or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9, in effect at the time of submission of a proposal at least to the extent required of governmental entities. The statute imposes other requirements on the contractor and contractors should consult private legal counsel if legal questions arise under this section or any other provision of this document. All contractors shall provide a written affidavit signed by the principal officer of a covered employer acknowledging that the contracting entity is in compliance with the Drug Free Workplace laws of the State of Tennessee.

1.8 NO CONTACT POLICY: After vendor receives a copy of this bid, any contact initiated by any vendor with any Anderson County representative, other than the Purchasing Department, concerning this invitation for bid is prohibited and agreements made thereto will not be considered binding on Anderson County. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

1.9 QUESTIONS: Any questions concerning the bid document must be submitted to purchasing@andersontn.org no less than ninety-six (96) hours before bid opening date.

SECTION I GENERAL TERMS AND CONDITIONS
(Continued)

I.10 DUPLICATE COPIES: Anderson County requires that all vendors submit one original and one exact copy of their bids, including brochures.

I.11 ADDENDUM: Anderson County Government reserves the right to amend this solicitation by addendum. Addendum will be posted to the website purchasing@andersontn.org/purchasing.html up to 48 hours in advance of the bid/proposals due date and time. It is the bidder's responsibility to check the website for addendum. If in the County's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. In addition, addendum can change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.

I.12 WAIVING OF INFORMALITIES: Anderson County reserves the right to waive minor informalities or technicalities when it is in the best interest of Anderson County.

I.13 APPROPRIATION: In the event no funds are appropriated by Anderson County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

I.14 ASSIGNMENT: Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Anderson County.

I.15 WEATHER AND COURTHOUSE CLOSINGS - In the event of a situation severe enough to necessitate the closing of Anderson County Government offices, bidders/proposers will receive notification of the new date and time upon re-opening of county government offices. No bids will be opened until the rescheduled date for bid opening and all bidders/proposers whose submissions meet the extended deadline will be given equal consideration at that time. Anderson County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

I.16 PROPOSALS- All proposals once received become property of Anderson County Government and will not be returned.