



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #2-2018 Electronic Monitoring for Community Corrections** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **February 1, 2018**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

RFP #2-2018 Electronic Monitoring for Community Corrections

If mailed, the envelope must be addressed to:

Todd Slatin – Purchasing Director
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and seven (7) duplicates (hardcopies) of their proposal for evaluation purposes.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have

occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

1. Technical Equipment and Service (20 points max.)
2. Price (30 points max.)
3. Corporate Stability (15 points max.)
4. Experience (15 points max.)
5. Quality of Response (15 points max.)
6. Degree of Local Employment (5 points max.)

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>

Or submitted to:

Sondra Stone
Division of Central Purchasing
sstone@lexingtonky.gov

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Office/Clerical																	
Skilled Craft																	
Service/Maintenan																	
Total:																	

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as defined by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozydeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # _____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work

items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and **Veteran participation.**

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to

bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:

- (a) Failure to perform the contract according to its terms, conditions and specifications;
- (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

- 13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
- 14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
- 15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or

other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Consultant hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Consultant shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Consultant's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONSULTANT acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONSULTANT in any manner.

FINANCIAL RESPONSIBILITY

CONSULTANT understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by CONSULTANT. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability aggregate	\$1 million per occurrence, \$2 million
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000.00
Excess/Umbrella Liability	\$5,000,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially

available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.

- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONSULTANT's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

CONSULTANT shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

CONSULTANT agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONSULTANT understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONSULTANT for any such insurance premiums purchased, or suspending or terminating the work.

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REQUEST FOR PROPOSAL

RFP 2-2018 Electronic Monitoring for Community Corrections

A. SCOPE OF THE PROPOSAL

Public Safety is the paramount concern of the Division. The Division requires a turnkey solution providing a broad range of monitoring equipment; Web-based interfaces for registration, monitoring, tracking, violation reporting, management reports, account access, and, off site monitoring services. The following specifications are considered to be the minimum requirements to provide equipment and services to support a selection of monitoring methodologies as may be desired by the Division.

These methodologies must include:

- a continuous RF (radio frequency) signaling electronic monitoring system operating **on both** standard telephone service and cellular services;
- drive-by detection units; optional remote alcohol detection technology;
- passive and/or active GPS (Global Positioning System) and the provision of 24-hour off-site, centralized monitoring services by the Vendor.

All items not satisfactorily explained in the proposal may be considered as non-compliance responses. Any exceptions to the specifications must be noted by the Vendor. Performance categories to be rated will include: corporate financial stability; amount of experience in providing equipment and service; equipment performance; current offender references; and, service and support.

B. GENERAL TERMS AND PROVISIONS

1. If our specifications, when included in our Request for Proposal, are not returned with your proposal, and no specific reference is made to them in your proposal, it will be assumed that all specifications will be met. When material, sketches, cuts, descriptive literature, Vendor's or manufacturer's specifications which accompany the bid contain information that can be construed or is intended to be a deviation from our specifications, such deviation must be specifically referenced in your proposal response.
2. The responsibility for getting the proposal to the Lexington-Fayette Urban County Government (LFUCG) Division of Purchasing on or before the stated time and date will be solely and strictly the responsibility of the Vendor. LFUCG will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The Vendor shall be responsible for reading

very carefully and understanding completely the requirements in the specifications. Proposals will not be accepted after the time specified for receipt. Such proposals shall be returned to the Vendor unopened with the notation "This Proposal Was Received After the Time Designated For the Receipt and Opening of Proposals."

3. Time for Consideration: Vendor warrants by virtue of proposing the prices quoted in his proposal will be good for a minimum evaluation period of sixty (60) calendar days from the date of proposal opening unless otherwise stated. Vendors will not be allowed to withdraw or modify their proposals after the opening time and date.
4. Prices: All the proposals submitted must show the net proposal daily lease price for each monitoring device after any and all discounts allowable have been deducted.
 - a. The Vendor's attention is directed to the fact that the tax laws of the Commonwealth of Kentucky apply to this present proposal matter and that all applicable taxes and fees shall be deemed to have been included in Bidder's proposal.
 - b. State sales tax and federal excise taxes shall not be included as the Division of the Community Corrections is tax-exempt for materials sold directly to them. Exemption certificates shall be issued to the successful Contractor when requested.
 - c. Lease price(s) bid is/are to be F.O.B. Destination.
 - d. The cost associated with appropriate Monitoring Center Services, maintenance, training and customer service shall be included as a part of the pricing of the individual monitoring devices.
5. Proposal Errors: When errors are found in the extension of proposals prices, the unit price will be govern. Proposals having erasures or corrections must be initialed in ink by the Vendor.
6. Term of Contract: The Proposal pricing shall remain constant and cover a **two (2) year period**. The Proposal may be renewed for **two (2) additional one-year (1) extensions**.
 - a. Changes in the contractual provisions or services to be furnished under the Proposal may be made only in writing, must be approved by the Division and the agent of the Vendor.
 - b. Should a decision be made to increase the scope of the Proposal, the Division and the Vendor shall mutually agree, in writing, to any adjusted Contract pricing.
7. Conditions of Materials & Packaging: Unless otherwise indicated, it is understood and agreed that any item offered or shipped on this proposal shall be **NEW** and in **FIRST CLASS CONDITION**, that all containers

shall be new and suitable for storage or shipment and that prices include standard commercial packaging for the items shipped.

8. Termination: Either the Division of Community Corrections or the Vendor may terminate any agreement resulting from the Request for Proposal without cause upon giving the other party not less than sixty (60) calendar days written notice of termination.
9. Claims: The successful Vendor will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
10. When to Make Delivery: Deliveries resulting from this proposal are to be made during normal working hours of the Division. It is the Vendor's responsibility to obtain this information.
11. Manufacturer's Name: Any manufacturer's names, trade names, brand names information and/or catalog numbers used herein are for purpose of description, reference, and establishing general quality levels. Such references are not intended to be restrictive and products of any manufacturer may be offered if they are approved as equals. The determination as to whether any alternate product or service is or is not equal shall be made by the Division and such determination shall be final and binding upon all Vendors.
12. Information and Descriptive Literature: Vendor must furnish all information requested in the proposal. If specified, each Vendor must submit cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with previous proposals will not satisfy this provision. Proposals which do not comply with these requirements will be subject to rejection.
13. Proposal Submittal Cost: Submittal of a proposal is solely at the cost of the Vendor and the Division is in no way liable or obligates itself for any cost accrued to the Vendor in coming up with the Proposal Submittal.
14. Compliance with Occupational Safety and Health Act. Vendor certifies that all material, equipment, etc., contained in his proposal meets all O.S.H.A. requirements.
15. Acceptance and Rejection: The Director of the Division of Community Corrections reserves the right to reject any or all proposals, for cause, to waive, irregularities, if any, in proposal, and to accept the proposal or proposals which in the judgment of the Director is in the best interest of the Division of Community of Corrections.

16. Work Site: Before submitting proposals, Vendors must carefully examine the site of the proposed work and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all work required pursuant to the mandates and requirements of this proposal package. No pleas of ignorance or conditions of difficulties that may exist prior to the proposal opening time or of conditions of difficulties that may be encountered in the execution of the work pursuant to this package as result of failure to make necessary and reasonable examinations of the Contract Documents, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for any extension of time.
17. Supply: Vendor shall have the ability to guarantee supply. Have you had any product shortages within the last 18 months? If so, identify the product and the case volume affected.
18. Delivery Time/Liquidated Damages: Vendors are hereby advised that if the Contract Documents so indicate, an amount determined for the liquidated damages at the rate specified shall be assessed against the successful Vendor not complying with a stated delivery time or performance time (or similarly stated information) as found in the Special Provisions, Part B.
19. Assignment of Contract: Vendor may not make any assignment of the resulting contractual agreement between the parties, in whole or in part, without prior written authorizations as may be given at the sole discretion of the Director of the Division of Community Corrections.

C. MINIMUM VENDOR QUALIFICATIONS

1. The vendor must have at least three years recent experience in the electronic monitoring equipment industry.
2. The Vendor must have three years in the providing support services for the proposed field equipment, software and hardware for the on-site host computer.
3. The Vendor must have quality systems and standards in place that conform to the quality system standards of ISO 9001 for Design, Production, Installation, and Servicing of Electronic Monitoring Products and Electronic Monitoring Services.
 - a. The Vendor must provide a copy of this Certificate with its response.
4. The Vendor must provide documentation demonstrating the capability to provide remote 24/7/365 monitoring services for all equipment supplied

under this RFP, including any redundancy developed as backups for the remote monitoring systems.

5. The Vendor must provide a Dunn and Bradstreet credit rating to determine financial stability.

D. GENERAL SYSTEM REQUIREMENTS

1. The base radio frequency system must be a continuous signaling, radio frequency-based transmitter and base station and require no active participation by the offender.
2. The monitoring equipment offered in the bid shall be fully supported by the original equipment manufacturer.
3. The system shall use standard telephone lines and/or wireless cellular services to communicate between the individual transmitters/receivers and the monitoring center.
4. The equipment and software provided must be the Vendor's most recent version released in the industry and upgraded as new versions become available at no cost to the Division.
5. The Vendor must supply all necessary tools and supplies to operate the system. Maintenance costs for the equipment shall be included as part of this proposal.
6. The Vendor shall appoint a project manager who will also act as a contact and liaison for the Division.
7. The project manager shall have, at a minimum, two years of work experience in electronic monitoring or the field of Community Corrections.
8. The project manager will schedule on-site visits with the department to review monitoring performance and to make any needed changes.
9. The Vendor will provide the ability to register offenders into one or more of the various components via a Web-based interface.
10. The Vendor will provide qualified personnel in the event that expert testimony on functional aspects of the system and equipment is needed in Court for cases involving violations at no cost to the Division.
11. The Vendor must be ready to proceed with provision and operation of the equipment within thirty (30) days after receiving a notice to proceed.

12. Vendor must supply up to six replacement straps if the straps are reusable. This will cover straps that are damaged by the offender, at no cost to the Division.

E. GPS SYSTEM SPECIFICATIONS

1. The Vendor may have a unit that fulfills both the GPS and RFID portion of this RFP. The Division prefers a single piece GPS unit for higher risk offenders and the ability to monitor lower risk offenders with a 2 piece unit.
2. The vendor shall provide the option to the division to issue a cell phone to the individual participant by which they can be contacted by the Division or receive alert notifications.
3. The Vendor should be able to demonstrate that its GPS system is capable of tracking individuals by use of its system 24 hours a day.
4. The system must have a secondary system to track offenders in the event a GPS signal is not available. (Example: Cellular Triangulation) The system must be able to determine the offender's location to within fifty (50) feet.
5. The system must be able to provide the Division with automatic alerts on Failure to Track, Violations of Exclusion and Inclusion Zones, and Transmitter and Strap Tamperers. It should also be able to generate on demand reports such as offender history and background.
6. The system must be capable of sending immediate violation notifications via fax, telephone (landline), cell phone, email and pager or to a designated contact point or person(s). The system should also be capable of having various security levels or violation notifications set by the Division for offenders.
7. The Vendor must supply the Division with a web based offender tracking site available 24 hours per day, seven days a week to review location history, information, offender status, and enter/remove offenders from the program. This site should also be compatible with the radio frequency system.
8. The system must provide active (1 minute GPS fix / 1 Hour transmit / 15 impaired location) and passive (1 minute GPS fix / 3 hour transmit / 30 minute impaired location) tracking capabilities without the changing of equipment and/or software. Equipment must have ability to transition to active status when in violation.

I. GPS TRACKING UNIT SPECIFICATION

1. Vendor may offer GPS tracking units, which can be tracked utilizing a smart phone. One (1) smart phone for alert notification, tracking, and contact with participants may be made available to the Division at no additional cost.
2. The GPS tracking unit should be capable of monitoring an offender's movements at any time and in any location.
3. The GPS tracking unit device should be a one piece unit and fit on the offender's ankle and should be lightweight.
4. The GPS tracking unit should have the ability to vary rates of GPS recording from 1 to 10 minutes. The capability should be configured in the individual clients setup information by the Division via the Web interface and provide for downloading new updates over the phone line.
5. The GPS tracking unit should be water resistant and shock resistant and able to withstand normal daily use.
6. The GPS tracking unit should be tamper resistant.
7. The GPS tracking unit shall provide Division staff with the tamper status of the transmitter and the battery status of the transmitter when a transmitter signal is detected.
8. The battery in the GPS tracking unit should be durable and should be rechargeable. The Vendor should indicate whether the receiver battery is replaceable in the field or that it needs to be returned to the Vendor for replacement. The battery's daily charge should be sufficient to allow an offender to be gone from home for up to twenty-four (24) hours between charges.
9. The GPS tracking unit should be capable of continuing to monitor the offender while it is being charged.
10. The GPS tracking unit (or system) should be capable of establishing Exclusion Zones where a violation report will be generated when the offender moves into that zone. The system should also be able to establish Inclusion Zones where the offender is permitted to be and a violation report will be generated when they move outside of these zones.
11. The Zones shall be capable of being customized by Division staff via Web-based access.

12. The GPS tracking unit should record if the offender moved into or out of an Exclusion Zone or leaves an Inclusion Zone and transfer the recorded data.
13. The GPS tracking unit (or system) will generate a report when the cellular and/or the GPS signal is lost and the system can no longer track the offender or communicate with the data storage unit.
14. The GPS tracking unit will not be affected by the operation of other electronic devices (i.e., cell phone, satellite television receivers, microwave ovens, computers, radio towers) or other receivers when used in the same general geographic area.
15. Each GPS tracking unit must be able to be electronically matched to any base station in the field-by-field personnel.
16. The GPS tracking unit should have a field replaceable battery. The battery should last for one year. Replacement batteries are at the expense of the Vendor.
17. The GPS tracking unit should receive GPS signals in any spatial orientation.
18. The GPS tracking unit must be able to store the number of events in memory and must have download capabilities so that agency staff can print hard copy status reports.
19. The Vendor **must** provide with the GPS system an ankle transmitter, which is capable of being worn by an offender in a comfortable, but secure manner at all times. The ankle transmitter must be attachable by a strap that is not abrasive to the offender's skin.
20. Both the strap and ankle transmitter must be water resistant and capable of withstanding normal shocks, vibrations, and wear and tear. The ankle straps must come in various sizes or be adjustable to size to fit the offender.
21. Both the strap and the ankle transmitter must be tamper resistant so that the offender cannot remove it without an alert being sent to the Monitoring Center.
22. Battery life for the ankle transmitter battery should be noted in the proposal and it should be sufficiently durable to not require frequent replacement of the battery.

23. The Vendor must furnish the necessary tools to attach and removal of the ankle transmitter and/or straps at no additional cost to the Division.

E. ANKLE TRANSMITTER RF

1. The ankle transmitter shall attach around the ankle of the offender and shall be lightweight.
2. The ankle transmitter shall send an individually coded signal (no duplication), which has an adjustable range between 50-150 feet and is user defined.
3. The ankle transmitter and strap must have dual tamper resistant features that will enable the transmitter to immediately notify the monitoring center of any tamper attempt or removal from the offender's ankle utilizing fiber optics. This would include severing the strap or removal of the transmitter without severing the strap.
4. Each ankle transmitter must be able to be electronically matched to any base station in the field by Division personnel.
5. The case of the ankle transmitter shall be sealed and be shock-, water- and infestation resistant.
6. The ankle transmitter must emit a signal at a minimum of once every 25 seconds on a continuous basis, during the operating life of the battery and transmit a low battery signal to the base station when a low battery condition is present.
7. The strap, which attaches the ankle transmitter to the offender, must be easily replaced in the field by the Division personnel.
8. The strap shall be made of hypoallergenic material and not of any metal or steel that may cause injury to either the field officer or offender.
9. The batteries powering the transmitter shall have an operational life of one year, be easily replaced in the field by Division personnel and shall not require replacement of the strap when the field staffs replace the battery.
10. The ankle transmitter shall be easily installed on the offender with minimal training and experience of the installer.
11. The ankle transmitter shall allow for automatic reset of tamper status.
12. The ankle transmitter must be approved by the FCC part 15.

F. BASE STATION

1. The base stations must be available with Cellular capabilities.
2. The base station shall be easily installed by the offender in a central location in the offender's home when the system is wireless cellular based.
3. The base station shall indicate that it is receiving the signal from the transmitter.
4. The base station shall have a dual internal antenna.
5. The base station shall have an adjustable range for receiving transmitter signals. The range shall be adjustable from a Maximum of 150 feet, and minimum of 50 feet. The Division shall be able to conduct a range test in the field to verify distance needed.
6. The base station shall have a programmable callback time that can be tailored by the Division through the central computer. The default callback time shall be no more than 4 hours.
7. The base station shall call the central computer after it detects and logs a AC power failure within a specified time period.
8. Each base station shall be able to be matched to any transmitter in the Division's inventory by field staff without having to be sent back to the factory.
9. The receiver/monitor shall be able to communicate with the Vendor's remote host computer on battery backup in the event of an AC power loss. The system must have internal battery backup of at least 24 hours and be equipped with a nonvolatile memory.
10. The base station shall contain an internal clock and sufficient memory to continue and store with a time stamp, all events that may occur for at least one week, in the event the communication link with the central computer system is disrupted.
11. The base station shall detect and immediately report to the central host computer with time stamp the following events as a minimum:
 - a. Arrival of the transmitter within the range of the base station.
 - b. Departure of the transmitter out of range of the base station after a present time interval not to exceed 6 minutes.

- c. Tampering by cutting or by severing the transmitter strap (while in range of the receiver) and removal of the transmitter without severing the strap. If a tamper occurs while out of range of the base station, then the tamper alert signal shall be reported when the offender enters the range of the base station.
- d. Loss and/or restorations of the home's AC power.
- e. Low battery condition of the transmitter.
- f. Tampering with the base station by attempts to open the casing.

G. REMOTE ALCOHOL UNIT

1. The Vendor must have the capability to provide the Division with remote alcohol testing technology on a case by case basis, determined by the Division.
2. System must have the ability to communicate using cellular technology.
3. The System must verify the identity of the person by utilizing video verification technology or any other biometrics means of identifying the person being tested.
4. The system must be also have the ability to store the last three (3) failed video verifications and be available for playback by Division staff helping identify uncooperative offenders.
5. The system must also utilize current state-of-the-art fuel cell technology that is specific to alcohol, and must measure the exact Breath Alcohol Content (BAC) from the person being tested.
6. Once the test is completed, the system must report the results (BAC level) to the Vendor's remote host computer. The Vendor's remote host computer must have the ability to notify a designated Division contact if alcohol is detected.
7. The system must have the ability to be attached to the radio frequency unit (cellular) or be utilized as a stand-alone system.
8. The system must be equipped with multiple testing capabilities.
9. The Division must have the ability to set testing at fixed times during the day, on a random basis, and on-demand testing.

10. The system must have internal battery backup of at least 12 hours and be equipped with a nonvolatile frequency unit.
11. The system must be able to test the offender even in the event of an A/C power outage.
12. The system must be multi-dimensional, with testing capabilities of the offender in the home, in the office of the Division, and in the field.
13. The system must be compliant with Part 15 of the FCC rules as a Class B digital device, which is designed to provide reasonable protection against harmful interference in a residential installation.
14. The interface must be an Internet Web based access for the officer.
15. The Vendor shall provide one unit to be placed in supply at no cost to the Division.

J. MONITORING CENTER SERVICES

1. Monitoring services are to be provided by the Vendor 24 hours a day, seven days a week, and 365 days a year for all participants utilizing any of the Vendor's monitoring devices.
2. The Monitoring Center must be able to provide on a 24 hour, seven day per week basis staff who has been competently trained on the system and who can respond in a timely manner to requests for assistance from the Division. These requests can be for assistance to both hardware and software issues.
3. The Division reserves the right to conduct background checks on any employee working the Monitoring Center. The Vendor is required to supply the Division with a roster of employees upon demand that include their names, birth date, and social security number. The Division agrees to request such a roster only if it has reasonable cause to believe it is necessary to maintain the integrity of the monitoring program. The Vendor is required to notify the Division within twenty-four (24) hours should any situations arise with personnel which might compromise the integrity of the Monitoring Center and/or the Division's program.
4. The Vendor agrees to conduct regular training for their Monitoring Center staff so they will be competent to respond appropriately to any suspected violations or unusual activities by offenders under the supervision of the Division.

5. The Vendor must be able to demonstrate that its Monitoring Center maintains high performance computers with up-to-date software capable of monitoring large numbers of offenders.
6. The Vendor must be able to demonstrate that its Monitoring Center is in a secure location where appropriate safeguards are in place to protect the integrity of the center as well as maintaining the confidentiality of the information on offenders under the supervision of the Division.
7. The Vendor must have procedures in place for the frequent backup of data generated by the Monitoring Center and have redundancy built into its system.
8. Backup electrical generators should be in place and onsite should an extended electrical outage occur. The Vendor should also have an Uninterruptible Power Supply (UPS) to provide additional safeguards between power loss and switching to the onsite generator. The Vendor is required to notify the Division should such an event occur which impacts the Division's program.
9. The Vendor shall provide all services associated with registering, monitoring and reporting offender activities regardless of the monitoring type. This includes the following for all offenders:
 - a. All computer, demographic, curfew, and system configuration data is entered for each offender. Additionally, the Vendor will maintain census information for statistical compilation. Vendor agrees not to share the statistical data, unless it is approved by the Division.
 - b. Record of all data compiled during an offender's term of home detention. The report shall be printed at the time of the offender's termination from the program.
 - c. Monitoring offender activity data when it is transmitted from the base station to the central computer.
 - d. Notification of offender violations shall be made to the designated Division contact. Notifications will be made immediate, next day, or next business day basis as determine by the Division. Offender violations and equipment status information will be documented and maintained by the Vendor.
 - e. All data generated by the system will be the property of the Division and available to the Division in an ODBC compliant format upon request.
 - f. Web-based access to the registering, monitoring, and reporting capabilities will be included.

10. The Vendor shall have a notification policy for offender violations that allows the Division to establish distinct levels of security on an offender-by-offender basis.
11. The Monitoring Center will be responsible for addressing alerts and reporting to the designated on-call Division Personnel. Alerts that shall be addressed are Low Battery, Validity of Inclusion Alert, No Location and No Communication but shall not be limited to these alerts based on protocol provided to the Vendor from the Division.
12. The Vendor shall have the capability of transmitting reports of violations by FAX, telephone, direct mail, electronic mail, or pager as the violations occur.
13. Reports shall include offenders registered (both historical and current), offender activity, curfew violations, and other alert conditions; e.g., “disconnects”, “tamper”, “power loss”, and reasonable customizable reports as needed.
14. The Vendor will supply as requested data generated by the Division’s electronic monitoring program in an ODBC compliant format for research and statistical analyses purposes.
15. All violation reporting intervals shall be determined by written request of the Division. The Division shall choose any level for any breakdown of its caseload and further may change an offender’s notification level at will. The Vendor shall adjust its policy to meet notification intervals desired by the Division.
16. The monitoring center must be staffed with bi-lingual speaking staff twenty four hours per day, seven days per week. The staff shall be exclusively devoted to providing electronic monitoring services for home detention programs.
17. The monitoring center shall be able to accept calls from participants outside of the Division’s normal business hours and relay the information from the call to the Division’s on-call staff. This would be for cases including, but not limited to, the following: family emergencies; being called in to work on a nonscheduled day/time.
18. The Vendor must have a written security plan for the monitoring center. The center must be located in a secure venue and be equipped with a functional alarm system and be security patrolled.

19. The Vendor's monitoring center shall be equipped with spare computers and associated peripheral equipment to be utilized as immediate back-up should one of the main computers go down.
20. The Vendor's monitoring center shall be totally redundant via a second monitoring center located in a different geographical area. The primary monitoring center for this contract shall be fully backed up in a real time via the second monitoring center at all times.
21. The Vendor's monitoring center shall attempt to address violations prior to notifying Division's On-Call Staff based on protocol set by the Division.

K. CUSTOMER SUPPORT AND TECHNICAL SERVICES

1. The Vendor must have a dedicated Customer Support Staff that is trained in every facet of the company, its' field equipment, software and hardware. The Support Staff must understand the proposed software and hardware and must be able to provide real-time help and remote diagnostics for both hardware and software issues.
2. The Vendor must provide a 24 hour help desk and be able to respond to an emergency servicing need 24 hours a day, seven days a week.

L. MONITORING EQUIPMENT-FCC APPROVAL

The Vendor shall only bid equipment and devices that have been properly registered and certified under the Federal Communications Commission Rules and Regulations. The Vendor must submit, with the bid, a complete list of the FCC ID numbers that have been approved for all of the above items.

M. TRAINING

1. The Vendor shall provide 5 days of training to selected Division staff and will be responsible for providing the skills and knowledge necessary to implement and manage the program. The training providing by the Vendor should give a thorough review of the entire operation of the system.
2. The Vendor shall provide all training manuals to the Division.
3. All designated Division personnel shall be certified by the Vendor in the operation of the system, this number to be determined by the Division.
 - a. The Division will provide appropriate space for training.

N. ACCESSORIES SPARES & LOSS ALLOWANCE

1. The Vendor shall provide all necessary tools, straps, and other accessories for attaching and removing the offender's devices and maintaining other prices of equipment. The Vendor shall provide the Division with a Loss Allowance of 3 units per year of 20% or daily average whichever is greater. If Division exceeds loss allowance billing for those must occur within 6 months of reported loss. Unit pricing for billing must be provided at time the contract is awarded.
2. The vendor shall provide at least 7 additional units or 20% of the daily average (whichever is greater) of shelf stock of each unit, except the Remote Alcohol Unit at no charge for the Division.
3. Billing is to be calculated while equipment is in the possession of the Division and will not include transit time to and from location.
4. The vendor shall pay for all shipping costs and provide all necessary shipping containers. All shipping shall be a minimum of equivalent to 2nd day ground transportation.

P. MAINTENANCE AND REPAIRS-FIELD EQUIPMENT

The Vendor shall provide maintenance of the equipment for the length of the contract at no additional cost. The Vendor shall maintain the equipment and spares in good operating condition and arrange for prompt repair or replacement.

Q. REFERENCES

1. Vendor shall supply a minimum of six (6) references for whom the Vendor has provided comparable contractual services to those specified in this Bid.
2. Vendor must provide complete addresses and telephone numbers for each of the six references, as well as the name, title and the telephone number of a contact individual. The contact person shall be knowledgeable of the contract and shall be able to answer questions pertaining to the Vendor's proposed equipment and monitoring center services.

R. EQUIPMENT LEASE COST

The Vendor must provide a daily equipment rental and monitoring service rate for each monitoring device, in accordance to the attached specifications:

Daily RF Cellular Lease Rate	\$
Daily Remote Alcohol Unit Lease Rate	\$
Daily GPS Equipment Lease Rate:	
Active (1 minute GPS / 1 Hour Transmit / 15 Minute impaired)	\$
Passive (1 minute GPS / 3 Hour Transmit / 30 Minute impaired)	\$
Participant Cell Phone	\$
Daily Shelf Rate over Maximum Allowed	\$

EVALUATION CRITERIA

The ability of this Division to effectively operate and manage a successful program is directly related to its ability to acquire reliable electronic monitoring equipment. Your response must demonstrate that the equipment being proposed has a history of quality operation and reliability.

Additionally, program budgets need to be stable to help assure program success. In the evaluation of proposals, this Division will ascertain the costs associated with each system bid. We encourage each Vendor to be as comprehensive and thorough as possible when responding to this bid. Vendors may be called upon to attend an oral interview and equipment demonstration.

Each category is assigned a maximum and minimum point value. If the minimum value is not met in any category, the Vendor will be disqualified. The categories will be scored as follows:

1. Technical Equipment and Service (20 points max.) Items evaluated will include system capacity, software capacity, applicability to the proposal, reliability, maintenance and repair, security features, and support.
2. Price (30 points max.) The lowest offered price consistent with the requirements specified in the RFP will be awarded 30 points. Remaining proposals will be awarded a proportionate number of points based in the amount of difference between the two quoted prices.
3. Corporate Stability (15 points max.) Each Vendor will be evaluated in terms if the financial stability of the Vendor based on the audited financial report submitted.
4. Experience (15 points max.) Each Vendor will be evaluated on their prior experience in providing electronic monitoring services.

5. Quality of Response (15 points max.) Each response will be evaluated to determine the Vendor's understanding of the project and its ability to perform and meet each technical specification. Each item must have been discussed clearly and succinctly.
6. Degree of Local Employment (5 points max.)

Best Possible Score: 100 points