

Request For Proposal for County of La Crosse, Wisconsin

Friday, April 12, 2024

# HUMAN SERVICES DEPARTMENT

Justice Support Services

GPS and Alcohol Monitoring Equipment and Services

Proposals must be received no later than 3:00 p.m., May 10, 2024

# **SPECIAL INSTRUCTIONS:**

- 1. Place the <u>signed</u> Signature Affidavit as the first page of your proposal.
- Proposers must submit an original and four (4) copies of all materials
   Label the lower left corner of your sealed submittal envelope as follows:
   Proposer's name and address:
   Proposal Title: GPS & Alcohol Monitoring Equipment and Services RFP
- 3. Vendor Conference: A Microsoft Teams Vendor Conference will be held via Microsoft Teams online and/or phone. RSVP will be required to attend (see section 1.5). Conference will be held <u>Tuesday, April 23</u> from 1:00 p.m. to 2:00 p.m.
- Deliver Proposal on or before May 10, 2024, by 3:00 p.m. to La Crosse County Human Services Attn: Paul Medinger 300 4<sup>th</sup> Street N La Crosse, Wisconsin 54601
- 5. Final award decision anticipated by July 3, 2024, with an estimated contract start date of July 20, 2024.

# LATE, FAXED AND/OR UNSIGNED PROPOSALS WILL BE REJECTED

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### **1.0 GENERAL INFORMATION**

### **1.1 Introduction and Background**

The purpose of this document is to provide interested parties with information to allow them to prepare and submit a proposal to provide GPS and Alcohol Monitoring Equipment and Services for La Crosse County Human Services Department, Justice Support Services. Justice Support Services intends to use the results of this process to award a contract to a single agency for these services.

La Crosse County Human Services currently has two sections within Justice Support Services that use these services. The Justice Support Services Adult Section monitors adult clients that continue to live within the community. The Justice Support Services Youth Justice Section monitors juvenile clients that continue to live within the community. In this Request For Proposal (RFP), the Justice Support Services Adult Section will be referred to as "JS" and the Juvenile Section will be referred to as "YJ". La Crosse County Human Services will be referred to as "LCHS".

The table below gives a picture of average 2023 usage and costs. We saw a drastic decrease in the use of remote breath units since 2020 and 2021. Numbers from 2023 are now more reflective of current trends in the use of both GPS and remote breath.

Type of Unit	Average # units active per month 2023	Number of client days in 2023	Spare units on site	Highest # use on a given day	2023 cost per day
Remote Breath	0	0	2	2*	\$3.75
GPS (passive)-JS	108	23952	12-15 (20%)	80	\$2.90
GPS (passive)-YJ	4	1550	1-2 (20%)	7	\$2.90

\*2 Remote Breath units are currently in use in 2024

### **1.1.2 Service Description**

General Requirements for All Equipment

- The vendor will retain ownership of the equipment and be responsible for all routine maintenance and all repairs due to defects, malfunction or breakdown of equipment.
- Vendor will supply equipment at no ownership cost to La Crosse County.
- Vendor will provide all necessary supplies and accessories for equipment at no additional cost to La Crosse County.
- All tools and instruments necessary for installation of the equipment will be supplied to La Crosse County at no additional cost.
- Equipment needs to be easy to replace in the field with minimal training and experience of the installer.

Monitoring System Requirements for All Equipment

- Vendor will provide access to monitoring software twenty-four (24) hours per day, seven (7) days a week, for the entire calendar year.
- The monitoring software will have the ability to report client violations and provide a daily summary of client activities to the JS/YJ staff twenty-four (24) hours per day, seven (7) days per week.
- JS and YJ will each have separate contacts for client violation notifications and will have differing levels of notifications for their respective clients.
- Upon request, the vendor may need to provide a daily summary of client(s) detailed activities for specified timeframe in a reasonable response time.
- Vendor will be responsible for entering client data, for all clients currently receiving services, into their monitoring software at the start of the contract. The vendor will partner with La Crosse County to determine process/timelines.
- Client violation information and equipment status information will be documented and maintained by the vendor for each client for three (3) years.

# Training and Support for All Equipment

- The vendor must provide customer support, at no additional cost, which is available 24 hours per day, 365 days per year. If this support will be supplied by a third party, please disclose that in the proposal process. Available support should include equipment troubleshooting, event interpretation, application questions and updates.
- All calls to the vendor's customer support center must be recorded and recordings available, should the need arise. Recorded calls should be kept for 5 years.
- Vendor will provide on-site training to JS/YJ staff prior to initiating these services. Actual out-of-pocket expenses for all initial on-site training incurred by the vendor, including, but not limited to, travel, meals, board and miscellaneous needs to be included in the daily rate for each unit.
- Vendor technical staff will be on-site at LCHS during the transition to new equipment for at least two working days.
- The training should be divided into classroom instruction and practical "hands on" instruction.
- JS/YJ may request additional periodic training. The cost of such additional periodic training will be mutually agreed upon between the vendor and La Crosse County prior to the training.

Other Considerations

- Preference will be given to vendors who demonstrate technology and equipment that reduces stigma to our clients while maintaining cell service for accurate tracking, long battery life, and durability.
- Preference will be given to vendors who have a low replacement cost for equipment, as we do not want to burden consumers with additional charges for equipment. The vendor will propose a percentage loss estimate into the

daily rate of the equipment provided to La Crosse County. This loss estimate is for damaged (as caused by La Crosse County or clients), lost and stolen equipment. La Crosse County proposes that La Crosse County be responsible for losses that exceed an agreed upon percentage per equipment category per calendar year. The vendor will provide a quarterly invoice of lost equipment, including an ID #, along with returned/found equipment that was listed as lost on a prior report. The vendor will submit an annual invoice for losses above the agreed upon percentage by January 31<sup>st</sup> for the prior year, along with a detailed listing of the equipment.

• The number of units in use on a daily and monthly basis will vary over time. It is expected that La Crosse County have a reasonable amount of inventory on-site to meet increases in demand. The amount of on-site inventory will be mutually agreed upon between La Crosse County and the vendor.

# A. Remote Alcohol Monitoring

Additional Requirements:

- The equipment will utilize mechanisms that detect attempts by the client to defeat the equipment. The equipment will include tamper detection features to ensure accuracy of the data generated by the unit.
- The equipment must produce results that have an accurate and direct correlation with blood alcohol levels.
- The unit must allow the tests to be administered in a variety of methods, including but not limited to:

   -randomly, as generated by the computer within a time window

specified by LCHS. This should allow for an unlimited number of test periods and tests.

- At the office or client home by authorized Department staff
- -On-demand, by the Department

# **B.** Passive GPS Tracking System

Additional Requirements:

- The equipment must have the ability to electronically monitor a person's presence or absence at a specific location at specified time periods. The system must be a continuous signaling transmitter and require no active participation by the client.
- The system <u>must be</u> able to communicate through <u>Verizon Wireless Service</u> due to our geographical location.
- The unit must have at least dual tamper resistant features that will enable the transmitter to immediately notify the monitoring center of any tamper attempt or removal from the client's body. This would include severing the strap or removal of the transmitter without severing the strap.
- The case of the unit must be sealed, shock proof, and water-resistant. The strap needs to be made of hypoallergenic material and not of any metal or steel that may cause injury to either field officer or client.
- The unit must emit a signal on a continuous basis during the operating life of the battery and transmit a low battery signal prior to low battery condition.

- The tracking unit must be able to record GPS data at preset intervals. These intervals need to be adjustable. JS/YJ should be able to set and change this data collection rate through the tracking software.
- The tracking unit needs to have functions that assist in locating the unit.
- Data from the tracking unit must be available to view in live time through the tracking software.

# **D.** Target Population

Adults and youth involved with La Crosse County Justice Support Services.

# E. Eligibility

Individuals are ordered by the courts, for adults, as a condition of bond and/or sentencing. For youth, as a condition under a temporary physical custody order and/or dispositional order. Additionally, youth may be on a Consent Decree or Deferred Prosecution Agreement, if mutually agreed upon by all parties.

### F. Description of Type of Services to be Rendered

Vendor will provide equipment, monitoring services, software, training and support.

# G. Other Service Requirements

The vendor will structure the service in a manner that as enhanced technologies and equipment become available, it is passed onto La Crosse County. La Crosse County recognizes that this enhanced technology and equipment may cost more than existing technology and equipment. La Crosse County reserves the right to determine whether to embrace new technology and equipment. This determination will, in part, be affected by negotiations between La Crosse County and the vendor concerning the cost of the enhanced technology and equipment. The ultimate goal is to provide La Crosse County the option to embrace technology and equipment enhancements as it becomes available.

La Crosse County will have two distinct sections, YJ and JS using this service. The vendor is expected to provide separate invoices to each of these divisions each month. The invoices will detail the types of equipment and the usage. Vendors should be able to email monthly invoices to hsinvoices@lacrossecounty.org.

# H. Reporting

Equipment status will be tracked and reported monthly. Within 15 days of the end of each month, vendor will provide LCHS with a report tracking 100% of devices assigned to LCHS. This should include devices in use, on shelf, lost and returned (previously lost).

### **1.1.3 Program Goals**

To allow clients to live in the community, while assuring public safety.

# 1.2 Purchasing and Contracting Division/Department

This Request for Proposal (RFP) process is administered by La Crosse County Human Services, Contract Unit. The person responsible for managing the procurement process is Chris Sander.

The contract resulting from this RFP will be administered by La Crosse County Human Services Department. The coordinator of the contract will be Paul Medinger.

# **1.3 Definitions**

The following definitions are used throughout the RFP: YJ – Juvenile Section of Justice Support Services

 $\underline{IJ}$  – Juvenne Section of Justice Support Services

LCHS – La Crosse County Human Services

# 1.4 Clarifications and/or Revisions to the Specifications and Requirements

Any questions concerning this document must be received via e-mail to <u>pmedinger@lacrossecounty.org</u> by **2:30 p.m. on Friday, April 19, 2024.** 

Providers are expected to raise any questions, exceptions, or additions they have concerning the document at this point in the process. If a provider discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this document, the provider should immediately notify the above named individual of such error and request modification or clarification.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this document, revisions/amendments and/or supplements will be provided via the La Crosse County Website and via email to all <u>known</u> interested parties.

# **1.5 Vendor Conference**

A vendor conference will be held at **1:00 p.m. on Tuesday, April 23,** via Microsoft Teams online and/or phone. This is held to respond to written questions and to provide additional instruction and information to providers on the submission of proposals. There will be minutes taken, posted on the website and emailed to all known interested parties. *This will be the only forum where questions will be answered*.

To receive the information on how to attend the vendor conference, please **RSVP** via email Paul Medinger at <u>pmedinger@lacrossecounty.org</u> by **12 p.m.**, **Monday**, **April 22.** Paul will forward you the link and phone information via email prior to the vendor conference.

<b>1.6 Calendar of Events</b> April 12, 2024	Release date of RFP
April 19, 2024	Questions on RFP due to County
April 23, 2024	Vendor Conference, 1:00 p.m. (RSVP required).
May 10, 2024	Proposals due from providers, receipt at 3:00 p.m.
June 4 & June 7, 2024	Vendor Interviews, <b>please hold these times open</b> <b>for possible vendor interviews – June 4 – 12:00</b> <b>p.m., June 7- 12:00 p.m.</b>
June 17 – June 28	Equipment Testing by County Staff
July 3, 2024	Final Decision and Approval
Week of July 15-19	Anticipated Training to County Staff
July 15-19	Transition Equipment to clients

### **1.7** Contract Terms and Rate Increases

The contract shall be effective from July 20, 2024 until July 31, 2027

# 2.0 PREPARING AND SUBMITTING A PROPOSAL

#### **2.1 General Instructions**

The evaluation and selection of a provider and the contract will be based on the information submitted in the provider's proposal, any required vendor interviews and testing of equipment. Failure to respond to each of the requirements in the RFP may deem the proposer non-responsive.

Elaborate proposals (i.e. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

#### **2.2 Public View of Proposals**

To the extent permitted by law, it is the intention of La Crosse County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of La Crosse County. At that time, all proposals will be available for review in accordance with the Wisconsin Public Records Law.

#### 2.3 Incurring Costs

La Crosse County is not liable for any cost incurred by proposers in replying to this RFP.

# 2.4 Submitting the Proposal

Proposers must submit an original and four (4) copies of all materials required for acceptance of their proposal by **3:00 p.m., May 10, 2024** to:

Paul Medinger La Crosse County Human Services 300 4<sup>th</sup> Street North La Crosse, Wisconsin 54601

Proposals must be received in the above office by the specified time stated above. Proposals must be available electronically if requested by La Crosse County.

All proposals must be packaged, sealed, and show the following information on the outside of the package:

- Proposer's name and address.
- RFP title: GPS and Alcohol Monitoring Equipment & Services RFP

# 2.5 Proposal Organization and Format

Proposals should be typed and submitted on 8.5 x 11 inch paper bound securely. The "original" should be marked as such on the title page. Proposals should include a Table of Contents and be organized and presented in the order as stated below. All headings and subheadings should be separated by tabs or otherwise clearly marked. The RFP sections which should be submitted or responded to are as follows:

- Evaluation Criteria (See Section 3.5 of this RFP)
  - o General Equipment Requirements
  - Monitoring Service and Software
  - o Training/Support
  - Technology/Subcontracting
  - Organizational Capabilities
  - o Funding/Price Proposal
- Required Forms
  - Attachment A Signature Affidavit
  - Attachment B Vendor Data Sheet
  - Attachment C Purchase of Service Contract (return only if any requested revisions)

### **2.6 Multiple Proposals**

Multiple proposals from a provider will be permissible; however each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc. on each page included in the response.

### 2.7 Vendor Interviews/Presentations

Top scoring proposers, based on an evaluation of the written proposal, <u>may be</u> required to participate in interviews/presentations to support and clarify their proposals. These will be scheduled for June 4 and June 7, following an internal meeting on May 30, 2024. Please keep the following times open for a possible interview/presentation. June 4- 12:00 p.m.; June 7 – 12:00 p.m. Generally, it is appropriate to include staff familiar with the program and financial aspects of the proposal such that questions can be answered during the interview time. These interviews will be conducted via Microsoft Teams online.

### 2.8 Field Equipment and Resource Test by County Staff

Each vendor that advances to the interview portion of the process shall have their equipment tested by La Crosse County. The Equipment Testing Timeframe is scheduled from June 17-June 28.

At no cost to the County, vendor shall provide at least two (2) fully functioning pieces of equipment for each of the types of equipment that have been proposed. The County shall retain this equipment for testing during the entire testing timeframe.

At no cost to the County, vendor shall provide any training, access to websites and/or any resources that is necessary to fully test the equipment.

# 3.0 PROPOSAL SELECTION AND AWARD PROCESS

### 3.1 Opening of Bid

Proposals will be opened after 3:00 p.m. on May 10, 2024.

### **3.2 Preliminary Evaluation**

The proposals will first be reviewed to determine if requirements in Section 2.0 are met and if additional mandatory requirements are met. Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all providers do not meet one or more of the mandatory requirements, La Crosse County reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

### 3.3 Right to Reject Proposals and Negotiate Contract Terms

La Crosse County reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, La Crosse County may negotiate a contract with the next highest scoring proposer.

In addition, La Crosse County reserves the right to discontinue the RFP process at any time and makes no commitments, implied or otherwise, that this process will result in a business transaction with one or more providers.

# **3.4 Proposal Scoring**

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. The committee will review all proposals and will request interviews/equipment testing and use the results of those meetings in scoring the proposals.

The vendor with the highest score will be awarded the contract.

# **3.5 Evaluation Criteria**

<u>Description – GPS and Alcohol Monitoring</u>	<b>Points</b>
<u>General Equipment Requirements</u>	50
Please describe how your equipment meets the requirements in Section	
1.1.2. Outline any additional information on the equipment that you feel is	
relevant and wasn't specified. Provide information on the specifications of	
each piece of equipment, along with outlining limits and circumstances that	
render the equipment ineffective.	
Monitoring Service and Software	30
Please describe how your monitoring service meets the requirements in	
Section 1.1.2., by providing a detailed description of monitoring, tracking	
and notification information that can be accessed online and if client profile	
information, such as data/curfew changes, can be manipulated online by	
JS/YJ staff. How a violation is detected and what is the vendor's procedure	
that result in notification of JS/YJ staff.	
Describe how a new client gets set up in the system from start to finish.	
What reports available, along with the flexibility of the system to provide	
new/different reports upon request. Can we filter results? Is the software	
subleased through another company?	
Training/Support	20
Please describe how your training meets the requirements in Section 1.1.2.	
Provide a detailed description of its on-site training program, technical	
support and customer service support. If this support will be supplied by a	
third party, please disclose that in the proposal process.	
	10
Technology/Subcontracting	10
The monitoring equipment offered shall be of the latest technology available	
from the manufacturer of the equipment that the vendor is proposing.	
The monitoring equipment provided by the vendor must be new equipment.	
Previously used or refurbished equipment is not allowed.	
Is any of the equipment you are proposing subleased through a different	
company? If so, please discuss your agency's role in supporting this	
equipment and La Crosse County.	
	1

Justice Suppor	l Services
Organizational Capabilities	25
Describe proposers agency experience, ability, and capabilities in providing	
the service, including current infrastructure, staffing and experience.	
Please provide us the name and contact information from 3 agencies that you	
are currently providing services for.	
Funding/Price Proposal	25
Please provide us a per unit/per day rate for each piece of equipment that is	
being proposed. This price will be for the entire contract period.	
Outline replacement cost for each. How many spare units would you suggest	
we have on site and would there be a cost for those?	
Please provide us with any other costs that La Crosse County would be billed	
for as a part of providing this service.	
Vendor Interviews/Presentations/Reference Checks	160
Field Equipment and Resource Test by County Staff	100
Each vendor that advances to the interview portion of the process shall have	
their equipment tested by La Crosse County. Equipment testing shall be	
done at no cost to the County. Vendor shall provide, at a minimum, two (2)	
fully functioning pieces of equipment for each of the types of equipment that	
have been proposed. The County shall retain this equipment for testing	
during the entire testing period. At no cost, the vendor shall provide any	
training, access to websites and/or any resource that is necessary to fully test	
the equipment. Areas that will be considered: does the equipment work in all	
areas of the county, comfort of the equipment, and is the equipment discrete.	
TOTAL	420
	740

### **3.6 Required Forms**

The following forms must be completed and submitted with the proposal in accordance with the instructions given in Section 2.0. Blank forms are attached.

Attachment A	Signature Affidavit
Attachment B	Vendor Data Sheet
Attachment C	Purchase of Service Contract (only if you have requested
	revisions)

### **3.6 Final Offers**

The final decision is estimated to be made by the Internal Purchasing Approvers by July 3, 2024

### 3.7 Notification of Intent to Award will be Shortly Following Final Approval

As a courtesy, La Crosse County may send a notification of award memo to responding providers at the time of award.

# 4.0 SPECIAL CONTRACT TERMS AND CONDITIONS

La Crosse County reserves the right to accept or reject any or all proposals or portions thereof without stated cause.

La Crosse County reserves the right to re-issue any solicitations.

Upon the selection of a finalist provider, La Crosse County by its proper officials, employees, or agents shall attempt to negotiate and reach a final agreement with this provider. If La Crosse County, for any reason, is unable to reach a final agreement with this provider; La Crosse County reserves the right to reject such provider and negotiate a final agreement with the provider who has the next most viable proposal or bid. La Crosse County may also elect to reject all proposals and re-issue a RFP.

Clarification of proposals: La Crosse County reserves the right to obtain clarification of any point in a provider's proposal or obtain additional information.

La Crosse County is not bound to accept the proposal with the lowest cost, but may accept the proposal that demonstrates the best ability to meet the needs of La Crosse County.

La Crosse County reserves the right to waive any formalities, defects, or irregularities in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of La Crosse County.

La Crosse County reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the provider.

# **Indemnification**

The Provider agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the Purchaser, and its agents, officers and employees, from and against all loss or expense including costs and attorney fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Provider, or its (their) agents and / or subcontractors which may arise out of or connected with activities covered by this contract.

# 5.0 PURCHASE OF SERVICE CONTRACT

The Purchase of Service Contract "Agreement," attached hereto on Attachment C, shall be defined by written agreement between the parties and shall be binding when fully executed by the parties. **Supplier responses to the RFP will be incorporated by reference in each written agreement** and will become an integrated part of each final contract.

The proposer should submit as part of the RFP response any comments to the Purchase of Service Contract. It is requested that proposers not re-type or scan the document. Please provide feedback in the form of redline where required. La Crosse County will assume agreement of all contract language unless noted by provider.

# 6.0 EXPENSES RELATED TO CONTRACTING

# **6.1 Insurance Requirements**

Provider will at all times, during the terms of this contract, keep in force insurance policies issued by an insurance company authorized to do business and licensed in the State of Wisconsin. Unless otherwise specified in Wisconsin Statutes, the types of insurance coverage and minimum amounts shall be as follows:

- Workers' Compensation: minimum amount statutory
- Comprehensive general liability: \$1,000,000 per occurrence and in aggregate for bodily injury and property damage
- Excess Liability Coverage: \$1,000,000 over the General Liability and Automobile Liability coverages.

Plan and budget accordingly for all of these expenses related to contracting with La Crosse County.