

**CITY CLERK
ORIGINAL**

C-7988
04/16/2008



NOTICE OF AWARD

RE: RFP 07-02, Home Detention and Monitoring Services

1. This is to notify you that on April 8, 2008, the Glendale City Council awarded solicitation number 07-02 to your company.
2. This notification constitutes an acceptance of your offer to provide the materials/services listed in the solicitation at the prices quoted. All terms and conditions of the RFP shall apply.
3. The term of this agreement shall be for a period of two years beginning April 9, 2008.
4. A contract administrator shall administer the agreement for the City. The contract administrator for the City shall be Kyle Mickel.
5. This agreement may be canceled for convenience or cause if in the judgment of the City's agents, the Contractor fails to comply with the intent or terms and conditions of the Agreement.
6. You are required by the Terms and Conditions of this RFP to submit the appropriate Certificate(s) of Insurance, and sign and return this Notice of Award, within 12 days from the date of this notice.
7. If you fail to furnish the documents required in Item #6 within 12 days from the date of this Notice, the City will consider this as a default. The City shall be entitled to such other rights as may be granted by law.

Please complete the acknowledgment section below and return one copy to the attention of Ray Nader, City of Glendale, Materials Management, 6829 N 58th Dr, Suite 202, Glendale AZ 85301.

Bill Brewer
Materials Manager

ACKNOWLEDGED:

Judy Mattingly
Signature

President / CEO
Title

Justice Services, Incorporated
Company Name

April 16, 2008
Date

APPROVED AS TO FORM:

[Signature]
Craig Tindall
City Attorney



CITY OF GLENDALE

MATERIALS MANAGEMENT

REQUEST FOR PROPOSAL

SOLICITATION NUMBER: 07-02

DESCRIPTION: HOME DETENTION AND MONITORING SERVICES

OFFER DUE DATE AND TIME: FEBRUARY 14, 2008 AT 2:00 P.M. LOCAL TIME

PRE PROPOSAL CONFERENCE: A pre-proposal conference will be conducted on **JANUARY 24, 2008 at 9:00 A.M.** in CONFERENCE ROOM A, 1st FLOOR, 6829 N 58th DR, Glendale, Arizona, 85301, local time.

DUE DATE FOR QUESTIONS: Refer to Section 1.2 on page 3.

Offers for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each offeror will be publicly read.

Offer Opening and Submittal Location: City of Glendale
Attn: Materials Management
6829 North 58th Drive, Suite 202
Glendale, Arizona 85301-2599

Offers must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated above. Late offers will not be considered. Offers must be submitted in a sealed envelope with the Solicitation Number and the offeror's name and address clearly indicated on the envelope. See Paragraph 2.2 for additional instructions for preparing an offer.

OFFERORS ARE STRONGLY ENCOURAGED TO READ CAREFULLY THE ENTIRE SOLICITATION.

For questions regarding
General Terms and Conditions contact:
Ray Nader, CPPB
Contract Analyst
(623) 930-2866
rnader@glendaleaz.com

For questions regarding
Scope or Specifications contact:
Kyle Mickel
Judicial Assistant
(623) 930-2439
kmickel@glendaleaz.com

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SECTION ONE
SPECIFICATIONS

CITY OF GLENDALE
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HOME DETENTION AND MONITORING SERVICES

1.1 INTRODUCTION

- 1.1.1 The City of Glendale City Court invites sealed proposals from qualified firms to provide home detention screening and electronic monitoring services and equipment on an "as required" basis. Home detention screening and electronic monitoring services and equipment shall include the capability of providing remote electronic alcohol testing. All home detention court orders will also include random alcohol testing.
- 1.1.2 The resulting agreement shall require the contractor to supply continuous signaling equipment. Contractors shall provide monitoring services as specified in this request for proposal.

1.2 INQUIRIES AND DUE DATE FOR QUESTIONS

- 1.2.1 Any question related to this Request for Proposal must be directed to the persons whose names appear on the cover sheet of this document. When requesting a response to your questions, you must indicate the page number, section number and title of the area in question.
- 1.2.2 Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City. The City will then determine the appropriate action necessary, if any, and issue a written addendum to the Request for Proposal. ***ORAL STATEMENTS OR INSTRUCTIONS WILL NOT CONSTITUTE AN ADDENDUM TO THIS REQUEST FOR PROPOSAL.***
- 1.2.2.1 Questions shall be submitted in writing or by email. They may also be submitted by fax, U.S. mail, overnight/same day services, i.e. FedEx, UPS, or hand delivered to the Materials Management office on or before, but not later than 4:00 p.m., Local Time, FEBRUARY 6, 2008.
- 1.2.2.2 The outside of the envelope or email subject line shall be appropriately marked "***Questions for RFP 07-02.***" Unmarked envelopes that contain questions may be mistaken as formal proposals and may not be opened until the official opening date and time of the Request for Proposal. Faxed questions must have a cover sheet.
- 1.2.2.3 Any correspondence related to any subject on the Request for Proposal shall be referred to the appropriate page and paragraph number on the RFP.

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1.3 CITY OF GLENDALE BACKGROUND

- 1.3.1 Glendale is the fourth largest city in Arizona consisting of approximately 58.5 square miles and is one of the five major cities comprising the greater Phoenix metropolitan area, Arizona's economic, political and population center. Founded in 1892 and incorporated in 1910, the city has an estimated 2007 population of 246,382. This population is anticipated to grow an additional 2.5% annually through 2010, at which time the city's residents are expected to reach 290,506.

1.4 CITY COURT BACKGROUND

- 1.4.1 The City Court adjudicates criminal misdemeanors, City Code violations, traffic violations, and certain juvenile offenses committed in the City of Glendale. In cases of domestic violence and harassment, the Court issues protective orders. The Court has the authority to issue search warrants for misdemeanors and felonies.
- 1.4.2 The Glendale City Court Treatment Court Program is a specialized alternative court providing active and ongoing judicial monitoring and intervention for defendants required to complete DUI and domestic violence counseling programs as a term of their sentence. Treatment Court incorporates key components of the Drug Court model endorsed by the U.S. Department of Justice wherein frequent sentence review hearings involve the coordinated efforts of a judge, prosecutor, public defender, treatment counselor and court compliance specialist. Using a non-adversarial approach, prosecution and defense counsel promote public safety while protecting participants' due process rights. Through this blending of systems, Treatment Court practitioners intervene with swift and strict monitoring, community supervision, and treatment services to break the cycles of domestic violence, substance abuse and the criminal behavior that results. This highly coordinated strategy governs Treatment Court responses to participants' compliance, as defendants receive sanctions and/or rewards for their treatment progress and adherence to sentencing orders. Throughout the Treatment Court process, ongoing judicial interaction is essential.

1.5 CURRENT HISTORY

- 1.5.1 On December 14, 2004 the Glendale City Council adopted a resolution authorizing Glendale City Court to utilize home detention and electronic monitoring systems for defendants convicted of various offenses. Thereafter, home detention was utilized on a limited basis. During 2005, 18 total defendants were ordered to undergo monitoring. During 2006, 23 total defendants were ordered to undergo monitoring.

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- 1.5.2 A pilot project was initiated in August 2007 whereby all eligible defendants were offered to participate in home detention regardless of their ability to pay. The City of Glendale assumed co-payment responsibility in cases of defendant indigence and partial indigence.
- 1.5.3 Since inception of home detention in Glendale in December 2004 and through December 2007, a total of approximately 4,136 days of home detention have been ordered for approximately 172 defendants. The average number of days per order is 24. This includes one order for six months and one order for 4.5 months.
- 1.5.4 Since inception of the pilot project in August 2007 and through December 2007, approximately 81 defendants have been ordered to participate in home detention. Of those defendants, 34 successfully complied with home detention orders; 14 defendants were noncompliant to home detention orders; and 33 defendants were in the process of completing their home detention orders.
- 1.5.5 Since inception of the pilot project in August 2007 and through December 2007, approximately 39 of the 81 defendants were ordered to pay all costs of home detention, approximately 17 had their fees waived with the City of Glendale assuming payment responsibilities, and approximately three were ordered to pay partial costs. These figures do not include noncompliant defendants. Approximations are attributed to manual data retrieval processes.

Year	Compliant Defendants	Noncompliant Defendants
2005	17	1
2006	23	0
2007	79	17

1.6 TARGET POPULATIONS FOR HOME DETENTION/REMOTE ALCOHOL TESTING

- 1.6.1 Pursuant to A.R.S. §9-499.07 defendants convicted of Driving Under the Influence (DUI) are eligible for home detention electronic monitoring. Defendants targeted for this program shall be second offense regular and second offense extreme DUI, "super" extreme first and second offense DUI, and other offenses such as shoplifting.

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1.6.2 A prisoner is not eligible for prisoner work, community restitution work and home detention program if any of the following applies:

1.6.2.1 The prisoner is found by the city or town to constitute a risk to either him/herself or other members of the community.

1.6.2.2 The prisoner has a history of violent behavior.

1.6.2.3 The sentencing judge states at the time of the sentence that the prisoner may not be eligible for a prisoner work, community restitution work or home detention program.

1.6.3 These defendants shall also be ordered to participate in Treatment Court.

1.7 GENERAL SPECIFICATIONS

1.7.1 The Contractor shall possess all appropriate licenses required to perform the work specified herein, and shall conform to all applicable Federal, State and local codes and laws. The Contractor shall comply with all rules, regulations and other standards adopted by the Arizona Department of Health Services, Division of Behavior Health, or other agency as prescribed by law for operation of behavioral health screening agencies.

1.7.2 The Contractor shall return all telephone calls/messages and emails to participants and to City staff within one business day.

1.7.3 The Contractor shall provide a current primary and secondary contact list to the Contract Administrator. The list shall include contact names, titles, telephone numbers and email addresses.

1.7.4 The Contractor shall staff and maintain an office located within the corporate limits of Glendale. Screening under this contract shall be performed at the office location.

1.7.5 The Contractor shall offer a schedule to provide a sufficient number of hours per week to conduct court referral screening, including appointment opportunities on nights and weekends.

1.7.6 The Contractor shall maintain current case logs and records on a computer system subject to approval by the Contract Administrator, or designee. All records must be retained for a minimum of five years from the date the case is closed.

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- 1.7.7 At the time that the home detention contract is terminated and the Contractor no longer provides home detention services, all records of home detention participants shall be forwarded to the City.
- 1.7.8 The Contractor shall exchange data with the City in a secure electronic environment in software formats prescribed by the Contract Administrator, or designee.
- 1.7.9 All services, program forms and materials must be provided in English and Spanish. All services must be provided to hearing-impaired, other participants with disabilities, and non-English speaking defendants. The Contractor shall provide interpreters for defendants at no extra cost to the City or the participant.
- 1.7.10 The Contractor shall have staff available to testify in Court regarding participant violation behavior and/or program status during regular Glendale City Court workdays.
- 1.7.11 Participants have the right to file written objections with the Court concerning treatment/education that may be ordered by the Contractor. In the event that a Hearing is held to review the ordered treatment/education, the Contractor shall furnish staff to testify in Court on the participant's program status during regular Glendale City Court workdays.
- 1.7.12 All Contractor personnel shall be required to clear a background investigation through an acceptable background investigation process conducted by the Contractor and approved by the Contract Administrator.
- 1.7.13 Monitoring personnel shall have the capability of being accessed 24 hours daily.

1.8 MONITORING EQUIPMENT

- 1.8.1 The Contractor shall provide appropriate monitoring devices that can be attached to each participant and easily installed on their home telephone lines. The monitoring device attached to the participant must be capable of being secured so that efforts to remove or tamper with the device are detectable. Its transmitter shall emit a tamper-alert radio signal when a participant attempts to remove or alter the device.
- 1.8.2 The Contractor's monitoring devices shall be capable of integrating with a remote alcohol-testing device. Random alcohol tests must be administered no less than once daily, or as directed by the Contract Administrator.

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- 1.8.3 The device shall be shock resistant, water and moisture proof, and function reliably under Arizona's extreme atmospheric and human environmental conditions. The device must be small, lightweight and not pose any health or safety hazards nor unduly restrict the activities of the participant.
- 1.8.4 The device shall contain a radio transmitter that produces a radio signal unique to the individual wearing it.
- 1.8.5 The transmitter shall be battery powered and have a one-year minimum continuous operating life without need for battery recharging or replacement.
- 1.8.6 The radio signal shall comply with Federal Communications Commission, Code of Federal Regulations, Title 47 Telecommunications, Part 15 "Radio Frequency Devices." The contractor shall provide only equipment and devices that have been properly registered under Part 15.
- 1.8.7 The transmitter coded radio signal shall not match any commercially available product, and shall be designed to discourage tracing and duplication of the signal by a participant or accomplice.
- 1.8.8 The transmitter shall transmit a tamper-alert radio signal when the attachment strap is cut or removed from the participant.
- 1.8.9 All of the monitoring equipment, devices and accessories used by the participants shall be specifically designed for electronic house arrest purposes and not an adaptation of readily and commercially available products.
- 1.9 MONITORING SERVICE**
- 1.9.1 The contractor shall provide 24-hour electronic monitoring services via a centrally monitored computer station. Central monitoring must operate 24 hours a day, 365 days a year and verify that participants remain at home during specified time frames.
- 1.9.2 The Contractor shall promptly report any unauthorized absences, late returns, equipment malfunctions and other information.
- 1.9.3 The Contractor shall provide a computer system located at a secure facility capable of receiving, storing and disseminating the data generated by the home monitoring equipment. The Contractor shall also provide a reliable and secure means of transmitting data between the central computer and the defendant's monitoring equipment.

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1.10 RECEIVER/DIALER EQUIPMENT

- 1.10.1 A receiver/dialer shall be attached to the defendant's telephone and telephone outlet using a standard modular telephone connector jack or plug.
- 1.10.2 The receiver/dialer shall accept and activate recording activities only from the unique signal of the corresponding transmitter attached to a single defendant.
- 1.10.3 The receiver/dialer shall detect attempts to simulate or duplicate the participant's transmitter signal and immediately report this to the central computer system.
- 1.10.4 The receiver/dialer shall be powered by a 110 volt AC line current, with an internal battery back-up capable of providing a minimum of 13 hours of continuous operating power in the event of a 110 volt AC power loss.
- 1.10.5 The receiver/dialer shall contain an internal clock and a memory to store and time stamp data in the event that telephone communication with the central computer is disrupted.
- 1.10.6 The receiver/dialer shall be capable of seizing a telephone line when not in use and delivering courtesy "alert beeping tones" on a line in use in order to initiate communications with the central computer system.
- 1.10.7 The receiver/dialer shall be capable of receiving the radio signal from the participant's transmitter within the specific range of 150-200 feet without undue obstruction from metallic objects or interference from household electronic equipment.
- 1.10.8 The receiver/dialer shall not pose a health or safety hazard to the participant or other family members and shall function reliably under normal household environmental and Arizona atmospheric conditions.
- 1.10.9 Surge protectors shall be built-in or provided for incoming power and telephone lines that are designed in accordance with the receiver/dialer's manufacturer recommendations to be fully compatible with the proposed receiver/dialer equipment.
- 1.10.10 The receiver/dialer shall be installed and made operational by the provider. The removal will also be by the provider.

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- 1.10.11 The receiver/dialer shall be able to detect the following events and immediately communicate them to the central computer with time of occurrence:
- 1.10.11.1 Arrival of transmission within range of receiver/dialer.
 - 1.10.11.2 Departure of transmitter out of range of the receiver/dialer (subject to a preset time interval).
 - 1.10.11.3 Cutting or removal of the transmitter attachment strap from the participant.
 - 1.10.11.4 Loss or restoration of 110 volt AC power.
 - 1.10.11.6 Tampering with receiver/dialer including attempts to gain unauthorized access to the internal mechanism.
 - 1.10.11.8 Disconnection and restoration of telephone service.
 - 1.10.11.9 Attempt to simulate or duplicate the radio signal by a device other than participant's own transmitter.
 - 1.10.11.10 Measure participant breath alcohol level. This random test shall be administered no less than once a day or as designated by the Contract Administrator.
- 1.10.12 The receiver/dialer shall automatically communicate with the central computer at preset intervals with a maximum of six hours, if no participant activity is detected. This will create status reports and indicate that it is connected and functioning properly.
- 1.11 CENTRAL COMPUTER SYSTEM**
- 1.11.1 The Contractor shall have a central computer system capable of automatically initiating and receiving telephone calls to/from the participant's home to communicate with the participant and the home monitoring equipment. This system shall meet the following requirements:
 - 1.11.2 The computer system shall be located in a secure monitoring center designed for that purpose.
 - 1.11.3 The Contractor shall provide an uninterruptible power source with adequate operating time to minimize loss of data in event of commercial 100-volt AC power loss.

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- 1.11.4 Provisions shall be made for an orderly backup of data on at least a daily basis to prevent data loss due to system failure.
- 1.11.6 The Contractor shall have a contingency plan for movement of all monitoring to a backup computer system in case of system malfunction that cannot be corrected in four (4) hours.
- 1.11.7 The computer system shall be capable of continuously initiating, receiving and storing all call responses of the participant and data sent by the verifier and/or receiving/dialer, together with the data and time of each occurrence. All data shall be printable in various report formats as requested.
- 1.11.8 The computer system shall be capable of retaining relevant personal information for each participant including name, address, phone number, and equipment serial numbers. The Contractor shall also provide a means to enter, modify, or delete any of this information by operator during business hours as requested by the City.
- 1.11.9 The computer system shall have an alert device and a radio pager arrangement to notify the proper personnel of unauthorized absence/late arrivals plus equipment malfunctions and other functions, upon occurrence.
- 1.12 TELEPHONE SERVICE**
- 1.12.1 Those participants in the home detention program must have telephone lines and will be responsible for maintaining the telephone service at their residence.
- 1.13 FCC APPROVAL**
- 1.13.1 The Contractor shall only propose equipment and devices that have been properly registered under Title 68 and certified under Title 15 of the Federal Communications Commission Rules and Regulations. The offeror shall list the complete FCC ID number for all items proposed.
- 1.14 INSTALLATION AND TRAINING**
- 1.14.1 The Contractor shall install all necessary equipment and provide training with manuals for all equipment and system operations. The Contractor shall also provide an instruction booklet, in English and Spanish, to be used to instruct the participants and their families on the use of the monitoring equipment. The Contractor must also have bilingual employees available to handle installations to those participants who do not or are not able to understand English.

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1.15 MAINTENANCE

- 1.15.1 The Contractor shall maintain the equipment in good operating condition and arrange for prompt repair or replacement. The contractor shall re-install any necessary equipment within 24 hours if the original equipment is not functioning within established acceptable parameters.
- 1.15.2 Equipment repairs and replacements due to loss, theft, or destruction by the participant shall not be reimbursed by the City, but by the participant.
- 1.15.3 The Contractor shall maintain and promptly replenish spare parts to maintain a sufficient inventory level.
- 1.15.4 Equipment shall be upgraded by the Contractor as technology is improved so that, to the best of the Contractor's ability, the system remains "state of the art," at no additional cost to the City.

1.16 REPORTING

- 1.16.1 The Contractor shall have secured email capability.
- 1.16.2 Contractor shall email, seven days per week, a daily report of activity of each participant to designated email address(es) provided by the City. The daily report shall include, at a minimum, all data elements contained in Appendix A. The contractor may also request the inclusion of additional data elements as needed.
- 1.16.3 The Contractor shall provide monthly and annual electronic reports containing sufficient and pertinent data as required by the Contract Administrator for the purposes of audit, research and evaluation. The Contractor shall have the discretion to design and format the monthly and annual reports and shall maintain the responsibility to identify the appropriate data elements for inclusion, subject to the approval of the Contract Administrator. The monthly reports shall be submitted no later than 10 days after the end of each month. Annual reports shall be submitted no later than 30 days after the end of the calendar year. Electronic reports shall be available in .txt, .xls, or .csv format.
- 1.16.4 The Contractor shall be responsible for any costs incurred for electronic transmission of this information and development of the electronic data file transfer method.

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1.17 FEES

- 1.17.1 All payment obligations will be accomplished among the contractor, participant, and possible third party(ies). The contractor shall be responsible for collecting payment from program participants and/or any third party(ies).
- 1.17.2 The contractor should anticipate that some defendants will be unable to pay all or part of their fees. The sentencing judge shall determine indigency status of the participant. In cases of full indigency, the Court will order the defendant's fees be waived. In cases of partial indigency, the Court will order the defendant to pay a portion of their fees. In either case, the City shall pay the difference between the defendant's portion and the regular rate.
- 1.17.3 The Contractor shall prepare a detailed invoice for the City on a monthly basis to include, but not be limited to, the defendants name, sentencing date, monitoring days to be invoiced, the defendant's co-pay amount, and the City's amount.

1.18 ADDITIONAL SERVICES

- 1.18.1 The City, along with the agreement of the Contractor, may request additional or similar screening and monitoring services and technologies in the future. Additional services and technologies may include GPS (global positioning services) monitoring and/or cellular telephone compatibility, as well as alternative drug and/or alcohol testing methods.
- 1.18.2 The Contractor shall monitor home arrest compliance and report violation incidents. When a defendant commits a violation, the Contractor shall electronically notify City Court via an automated daily data file within 24 hours or by the next business day.
- 1.18.3 Whenever a defendant fails to schedule and/or complete a screening evaluation as directed by City Court, the Contractor shall notify the Court within two business days of such failure. The notification shall be included in the Contractor's daily automated data file. Notification shall include documentation that the Contractor notified or attempted to notify the defendant that he/she was in violation of a court order. All telephone and written attempts shall be documented.

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1.19 SUBMITTAL REQUIREMENTS

1.19.1 PERFORMANCE CAPABILITIES. Including but not limited to the following:

1.19.1.1 Demonstrated ability to perform and provide required services as specified in this solicitation.

1.19.1.2 Ability to show immediate contract start-up and demonstrate that adequate equipment will be available at the time of start-up to accommodate the contract service level.

1.19.1.3 Ability to provide training to City personnel in proper use of documentation and daily transaction logs Contractor will provide to the City.

1.19.1.4 Ability to demonstrate central office capability to monitor the participants, ensuring satisfactory provision of services.

1.19.2 NON-ENGLISH SPEAKING. Describe your firm's services for non-English speaking defendants, particularly services provided to Spanish-speaking defendants as described in Sections 1.7.9. Provide a copy of the instruction booklet as described in Section 1.14.

1.19.3 FEE SCHEDULE. The contractor is encouraged to provide a methodology that will be used to implement a reduced fee or sliding scale to offset the City's portion of the costs in cases where the defendant's fees are waived in full and in cases where defendants are ordered to pay a portion of the total fees (as referenced in section 1.17.2). If provided, the methodology should contain the fee reduction amounts.

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1.19.4 COMPANY PROFILE. Describe your firm's ability and experience to operate the program as specified in the RFP. The following information shall be provided:

1.19.4.1 Corporate Structure

- a. Corporate name
- b. Date incorporated/organized
- c. State where incorporated/organized
- d. Corporate officers/principal employees and their qualifications

1.19.4.2 Corporate Experience and Corporate Structure in Electronic Monitoring

- a. Number of employees involved in manufacture or sales
- b. Number of employees involved in provision of monitoring services
- c. Number of years providing electronic monitoring services

1.19.4.3 Description of Current Contracts for Monitoring Services

- a. Minimum of three agencies contracted with
- b. Date of original contract
- c. Type and number of units installed
- d. Contact person and telephone number of agency

1.19.4.4 Description of Subcontractors to be utilized during the term of this service.

SECTION TWO
GENERAL TERMS AND CONDITIONS

CITY OF GLENDALE
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HOME DETENTION AND MONITORING SERVICES

2.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions, and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City of Glendale Materials Management Internet home page, www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.

2.2 RETURN OF OFFER One CD-ROM containing the entire solicitation, contractor's response to solicitation (Offer) and an originally signed "Offer Sheet" (Section 3.0). With exception to the signed Offer Sheet, no paper documents will be accepted. Response to the solicitation shall be in MS Word, Excel, PowerPoint and/or PDF format. Offers submitted in a format (paper or electronic) different than specified herein, may be rejected at the discretion of the City. If the offeror does not have this capability, companies such as Kinkos or Alphagraphics can provide this service at a nominal charge.

The offeror shall complete all sections of the solicitation in the format given (i.e., Offer Sheet, Price Sheet, Questionnaires) in the space provided. If additional space is needed than what is given, enter "See Attachment A for detail".

Submittal of the CD-ROM by the offeror in response to this solicitation shall be construed as the offeror's intent to be bound by any resultant contract.

2.3 PREPARATION OF OFFER PACKAGE The offeror shall submit a complete proposal on a CD as one file folder. The folder shall be identified as "RFP 07-02 – *Name of Offeror.*" (For example: RFP 07-02 – ABC Company.) In order for your response to receive a full and complete evaluation from the evaluation committee, please label your files in the following manner. Failure to include all the items may result in an offer being rejected.

The file folder shall include the following files or documents and shall be identified in the following manner:

- RFP # 07-02 – "Name of Offeror" – Offer Sheet Section 3.1
- RFP # 07-02 – "Name of Offeror" – Specifications Section 1.19.1
- RFP # 07-02 – "Name of Offeror" – Specifications Section 1.19.2
- RFP # 07-02 – "Name of Offeror" – Specifications Section 1.19.3
- RFP # 07-02 – "Name of Offeror" – Specifications Section 1.19.4

SECTION TWO
GENERAL TERMS AND CONDITIONS

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2.4 ALTERNATE OFFERS/EXCEPTIONS Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.

2.5 EVALUATION CRITERIA The criteria is listed in order of relative importance.

2.5.1 PERFORMANCE CAPABILITIES – 30%

Refer to Section 1.19.1

2.5.2 OVERALL COST OF PROJECT – 30%

Refer to Section 1.19.3 and 4.1

2.5.3 NON-ENGLISH SPEAKING – 20%

Refer to Section 1.19.2

2.5.3 COMPANY PROFILE – 20%

Refer to Section 1.19.4

2.6 EVALUATION PANEL Submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible offeror whose proposal is determined to be the most advantageous to the City.

2.7 PANEL CONTACT Proposer shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.

2.8 PRICE All prices quoted shall be firm and fixed for the specified contract period.

2.9 FOB POINT Prices quoted shall be FOB destination to: City of Glendale, AZ

2.10 TERM OF AGREEMENT The term of agreement for this RFP shall be for a two-year initial period.

2.11 OPTION TO EXTEND The City may, at its option and with the approval of the contractor, extend the term of this agreement an additional four (4) year(s), renewable on an annual basis. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least 30 calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.

SECTION TWO
GENERAL TERMS AND CONDITIONS

CITY OF GLENDALE
Materials Management

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HOME DETENTION AND MONITORING SERVICES

2.12 EVALUATION LITERATURE Proposals submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Proposals submitted without this product information may be considered as non-responsive and rejected.

2.13 INSURANCE Contractor, performing as an independent contractor hereunder, shall be fully responsible for providing Workers' Compensation, or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

Contractor shall provide to the City of Glendale a copy of the policy or a certification by the insurance carrier, showing the contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an "BB" financial rating, or better, in the current edition of Standard & Poors Insurance Guide and be authorized by the State of Arizona, Department of Insurance to transact business within the State. **The certificate and policy shall name the City of Glendale as an additional insured and shall be primary coverage for the activity of the contractor.**

The City reserves the right to terminate any contractor agreement if the contractor fails to maintain such insurance coverage.

Contractor must provide certification of insurance compliance within 10 calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City.

SECTION TWO
GENERAL TERMS AND CONDITIONS

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Certification to be submitted to: Materials Management, 6829 North 58th Drive, Suite 202, Glendale, Arizona 85301-2599.

<u>Type of Insurance</u> <u>(Minimum)</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Contractor(s) Protective Bodily Injury	\$1,000,000 each occurrence
Contractor(s) Protective Property damage	\$500,000 each accident
Contractual Bodily Injury	\$500,000 aggregate
Contractual property damage	\$1,000,000 each occurrence
Contractual property damage Automobile bodily injury & property damage	\$500,000 each accident
	\$500,000 aggregate
	\$1,000,000 each occurrence

2.14 WORKER'S COMPENSATION Contractor shall be in full compliance with the provisions of the Arizona Worker's Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all sub-contractors performing work under the agreement to comply with said Worker's Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his sub-contractors, shall be considered the employees of such Contractor, or his sub-contractor(s), and not the employees of the City of Glendale.

2.15 REFERENCES Provide with the offer, three letters of reference from companies for whom contractor has provided similar products/services in the last twelve months. Also include company name, address, phone number, contract person, a description of the products/services provided with a description of any major variation to the requirements of this RFP.

2.16 NOTICE OF INTENT TO AWARD Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City of Glendale's, Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the buyer immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

SECTION THREE
OFFER SHEET

CITY OF GLENDALE
Materials Management

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HOME DETENTION AND MONITORING SERVICES

NOTE: In addition to completing this Section electronically and including it in the CD-ROM submittal, a printed version with original signature shall be submitted with CD-ROM at the time of Offer due date and time.

3.1 **OFFER** Proposer certifies that they have read, understand and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Proposer also certifies that the prices offered were independently developed without consultation with any of the other proposers or potential proposers.

Judith A. Mattingly LISA

Authorized Signature Justice Services, Inc.
Company's Legal Name

Judith A. Mattingly 7447 E. Earll Drive, Suite 103
Printed Name Address

President/CEO Scottsdale, AZ 85251
Title City, State & Zip Code

(480) 237-7124 (480) 949-9646
Telephone Number FAX Number

jmattingly@justiceservices.com Info@justiceservices.com
Authorized Signature E-mail Address Company E-mail Address

For questions regarding this offer: (If different from above)

Contact Name Phone Number Fax Number

Email Address

FEDERAL TAXPAYER ID NUMBER: 

Arizona Sales Tax No. Not applicable for services Tax Rate N/A

Offeror certifies it is a: Proprietorship ___ Partnership ___ Corporation X

Minority or woman owned business: Yes X No ___

SECTION THREE
PRICE SHEET

CITY OF GLENDALE
Materials Management

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HOME DETENTION AND MONITORING SERVICES

4.1 PRICE

DESCRIPTION	PER DEFENDANT UNIT PRICE
1. Screening Services *	\$ <u>50</u> each
2. Installation Services * (Included in Item #1 above)	\$ <u>0</u> each
3. Daily Monitoring Fee	\$ <u>15</u> each
4. Alcohol Daily Monitoring Fee ** (Included in Item #3 above)	\$ <u>0</u> each
5. Additional Costs not listed above, please describe: Reduced costs – Please see Proposal Specifications Section 1.19.3.	\$ <u>0</u> each
6. Additional Costs not listed above, please describe: Participants' No Show / Reschedule fee.	\$ <u>15</u> each
7. Additional Costs not listed above, please describe:	\$ <u>0</u> each
8. Additional Costs not listed above, please describe:	\$ <u>0</u> each

* Screening and Installation is a single activity that takes place in the Justice Services' Glendale office.

** The RFP indicates that all referred HDP participants will be monitored for curfew and alcohol consumption.

SECTION FIVE
APPENDIX A: DATA ELEMENTS

CITY OF GLENDALE
Materials Management

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HOME DETENTION AND MONITORING SERVICES

At a minimum, the following data elements shall be available for reporting and other analysis (per Section 1.16):

- Report preparation date
- Defendant name
- Case number
- Home detention order date
- Installation date
- Number of home detention days ordered
- Unit type(s)
- Criminal charge
- Sentencing Judge
- Payment type: defendant pays in full; defendant pays in part; fees waived
- Compliance date
- Noncompliance date
- Violation time and reason (such as: no answer, busy signal, sobriety test terminated, non-payment of fees)
- Number of monitoring days completed