

**COUNTY OF McHENRY  
McHENRY COUNTY ADMINISTRATION BUILDING  
PURCHASING DEPARTMENT - ROOM 200  
2200 N. SEMINARY AVENUE  
WOODSTOCK, IL 60098**

Sealed bids will be accepted in the above office until

*June 18, 2015 at 2:00 P.M. (CST)*

**For  
BID #15-41**

***Provide GPS Monitoring and Transdermal Alcohol Monitoring***

CONTACT PERSON - DONALD A. GRAY, CPPB  
DIRECTOR OF PURCHASING  
Phone - (815) 334-4818  
Fax - (815) 334-4680

<b>MAILING ADDRESS:</b> Purchasing Department 2200 N Seminary Ave #200 Woodstock IL 60098	<b>DROP OFF IN PERSON:</b> Purchasing Department 667 Ware Road #200 Woodstock IL 60098
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COMPANY

DATE

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CONTACT PERSON

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ADDRESS

E-MAIL ADDRESS

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CITY, STATE AND ZIP

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TELEPHONE NO

FAX NO.

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FEIN, or Social Security NUMBER

The attention of bidders is directed to the McHenry County Purchasing Ordinance, approved August 1, 2014. This Ordinance is incorporated by reference into this bid as if it were contained herein. If you have not received a copy of the above Ordinance and desire a copy, please contact the office of the Director of Purchasing.

**SCOPE OF WORK**

Provide GPS Monitoring and Transdermal Alcohol Monitoring for the County of McHenry Court Services/Probation Department

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**SCHEDULE OF EVENTS**

May 29, 2015-----	Bid Available
June 9, 2015-----	Vendors Questions Submitted via fax to 815-334-4680 by 4:00 P.M.(CST)
June 11, 2015-----	Vendors Questions Answered via fax and Posted on Website by 4:00 P.M.(CST)
June 18, 2015-----	Bid due in Purchasing at 2:00 P.M.(CST)

**PAYMENT**

Payment will be processed after receipt of delivery invoice and appropriate affidavit.

**NON-DISCRIMINATION**

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102, which is incorporated herein by reference, and constituting of a written EEO Policy and a workforce profile that demonstrates its EEO practices. Furthermore, the Contractor shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The Contractor must have a written sexual harassment policy, which meets Illinois State Statutes, 775 ILCS, 15/3.

**PREVAILING WAGE**

The State of Illinois requires under Public Works Contracts that the general prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., as amended. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. A copy of the prevailing wage rates is posted on the McHenry County website at [www.co.mchenry.il.us](http://www.co.mchenry.il.us) under BIDS and RFP's. If wage rates change during the course of the project, the new rates will be available in the County of McHenry Purchasing Office. Contractors may access the Illinois Department of Labor website for updates at [www.state.il.us/agency/idol](http://www.state.il.us/agency/idol).

It shall also be mandatory upon the Contractor to whom the Contract is awarded to insert into each subcontract and into the project Specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract. It shall also be mandatory upon each subcontractor to cause to be inserted into each lower tiered subcontract and into the project Specifications for each lower tiered subcontract a stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract. A Contractor or subcontractor who fails to comply is in violation of the Act.

### CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Effective August 10, 2005 contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records-he-or-she-knows-to-be-false-is-a-Class-B-misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

### INCREASED PENALTIES FOR PREVAILING WAGE VIOLATIONS (Public Act 94-0488)

Effective January 1, 2006, penalties for violations of the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers for each month the wages remain unpaid (up from-the-current-2%-penalty).

For violations that occur after January 1, 2006, the debarment period --during which contractors are ineligible for public works contracts -increases from 2 years to 4 years if two notices of violation are issued/serious violations occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

### OSHA REQUIREMENTS

The Occupational Safety and Health Act of 1970 (OSHA) "guarantees workers the right to a safe and healthful workplace". Under Section 5(a) (1) of the OSHA Act, the employer must "furnish to each of his employees' employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees."

There are times when the County must hire entities and individuals (contractors) to perform services. To this end, contractors hired by the County of McHenry must perform their duties in a manner that is complaint with all state and federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all state and federal health and safety laws and regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency, and the Department of Transportation.

### SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

The successful bidder must be in compliance with State of Illinois HB-1855 (Public Act095-0635), which amends the Prevailing Wage Act. Before an employer commences work on a public works project, the employer shall have in place a written program, which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

## PROCUREMENT OF GREEN PRODUCTS AND TECHNOLOGIES

As approved by the McHenry County Board in April 2008, it is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products. The County should strive to influence private purchases through the example of using government specifications and standards that are green or environmentally friendly when making its purchases.

Whenever available and cost-justified, the County should purchase those materials including the purchase of recycled products containing post-consumer materials rather than residual materials resulting from the processing or manufacturing from another product. To the extent practicable, all products standards shall emphasize functional or performance criteria, which do not discriminate against the use of, recycled materials.

McHenry County should cooperate to the greatest extent feasible with other governments and organizations to develop a comprehensive, consistent, and effective procurement effort intended to stimulate the market for recycled products, reusable products, products designed to be recycled, and other environmentally responsible products.

McHenry County shall continue to participate in and shall encourage other public jurisdictions to participate with the County in the purchase of products containing recycled content. Participation in such cooperative systems shall be aimed at obtaining maximum practical recycled content in County purchases, to obtain best available price for products with recycled content, to facilitate or encourage lower prices industry-wide and to encourage development of industries and markets dealing with recycled content products.

## PROCUREMENT OF PRODUCTS THAT ARE ENERGY STAR QUALIFIED

McHenry County shall select, where life cycle and cost-effective, ENERGY STAR and other energy efficient products, when acquiring energy-using products. This information will be required by the bidder in their bid submittal.

## SECURITY

The contractor represents and warrants to the County of McHenry that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the County of McHenry that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the County of McHenry, the Corporate Authorities, and all County of McHenry elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

## PURCHASE EXTENSION

This contract shall be offered for purchases to be made by other counties and governmental units within the State of Illinois as authorized by the Government Joint Purchasing Act. All purchases and payments made under this authority shall be made directly by the governmental unit to the Vendor. The County of McHenry shall not be responsible in any way for such purchase orders or payments. All terms and conditions of this contract shall apply to all orders placed by another governmental unit.

## ADDENDUM

Should the Vendor require any additional information about this Bid, please fax to Purchasing (815-334-4680) any questions by the deadline as outlined in the schedule of events. ANY AND ALL changes to these specifications are valid only if they are included by Written Addendum to All

Bidders. NO interpretation of the meaning of the plans, specifications, or other contract documents will be made orally. If required, all addenda will be faxed to bidder if a Notice of Intent to Bid has been completed and faxed to the Purchasing Office. In addition, all addenda are posted on the County of McHenry's website. Failure of the bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this Bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused by a bidder to improperly submit a bid.

Response to these questions will be made by means of an addendum. Only the Director of Purchasing has the authority to issue an addendum.

Addenda are written instruments issued by the County prior to the date for receipt of proposals, which modify or interpret the Bid by addition, deletions, clarifications or corrections.

Prior to the receipt of bids, addenda will be faxed or delivered to all who are known to have received a Notice to Bid. Each vendor shall ascertain prior to submitting a bid that all addenda issued have been received and, by submission of a bid, such act shall be taken to mean that such vendor has received all addenda and that the vendor is familiar with the terms thereof and understands fully the contents of the addenda.

#### TAXES

The County of McHenry is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, and Federal Excise Tax. The bidder's attention is directed to the McHenry County Purchasing Ordinance {S3-10, (9), (10), and (11)}.

#### INSURANCE

(1) GENERAL

The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the County, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types and amounts:

(a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than:

\$1,000,000 per occurrence and \$2,000,000 in the aggregate;

(b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:

\$1,000,000 per occurrence, combined single limit for:  
Bodily Injury Liability and Property Damage Liability;

(c) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$100,000 for each incident.

(2) EVIDENCE OF INSURANCE

The successful bidder agrees that with respect to the above required insurance that:

- (a) The County of McHenry shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
- (b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;
- (c) The County of McHenry shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;
- (d) Subcontractors, if any, comply with the same insurance requirements. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the County of McHenry as an additional insured. A copy of the endorsement shall be provided to McHenry County along with the Certificate of Insurance; and,
- (e) have McHenry County named as an additional insured and the address for certificate holder must read exactly as:

County of McHenry, **a body politic**  
2200 N. Seminary Avenue  
Woodstock, IL 60098

- (f) Insurance Notices and Certificates of Insurance shall be provided to:

McHenry County, Purchasing Department  
2200 N. Seminary Avenue, Room 200  
Woodstock, Illinois 60098

**HOLD HARMLESS CLAUSE**

The successful bidder will agree to indemnify, save harmless and defend the County of McHenry, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract upon award. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County of McHenry, its agents, servants, or employees or any other person indemnified hereunder.

**BID RESPONSE**

It is highly recommended that the vendor completely read the bid prior to filling out to become acquainted with terms and conditions of the bid document and merchandise requirements. No relief will be allowed from the bid conditions unless you take written exception to that condition on your bid.

**BIDS MUST BE SUBMITTED IN DUPLICATE FORM, (One Original, and One Copy). BIDS ARE DUE BACK BY 2:00 P.M. (CST) ON JUNE 18, 2015.**

**SEALED BID ENVELOPES ARE TO BE CLEARLY MARKED WITH THE BID/RFP TITLE, TIME & DATE OF OPENING.**

Bidders are urged to respond to this bid request in every case to insure being maintained on current bid lists. Explanations of the reasons for not bidding will assist in maintaining the bidder on the correct bid list(s).

### **SUBMITTAL**

**Submit one (1) bid, multiple bids will not be accepted.**

### **GENERAL CONDITIONS**

This bid shall be firm for at least 120 days after the latest time specified for submission for bids and thereafter until written notice is received from the bidder.

### **AWARD OF ORDER**

The County will award a purchase order to the lowest responsive, responsible bidder meeting the County's requirements as listed in this document. The County will be the sole judge of acceptability of any products offered.

### **WORKMANSHIP**

Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The County shall be the sole judge of acceptable products. Unacceptable products will be rejected and suitable price adjustments made.

### **MISCELLANEOUS**

It is the bidder's task to be familiar with the referenced items and to offer only products of equal or greater quality. Any questions on specifications should be directed to the Purchasing Department.

### **EXCEPTIONS**

The bid speaks for itself. Bidders taking exception to any terms, conditions or specifications of this bid must clearly state in writing such exception(s) either on or with their bid. The County will be the sole judge of the acceptability of any exception noted, and is not bound to consider any bid submitted with exceptions.

### **ALTERNATES**

Trade names are used solely for the purpose of setting minimum standards of quality and performance and are not to be construed as exclusionary. Bidders are encouraged to contact the Purchasing Department prior to the bid opening for the purpose of clarifying specifications.

### **FULL PRICING AND CONTINGENCIES**

The County shall hold the successful bidder to bid pricing. Additional charges for contingencies discovered by the vendor at any time after the date of opening of this bid will not be considered for payment by the County.

### **RECOURSE FOR UNSATISFACTORY MATERIALS**

Payment shall be contingent upon the County's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the County's satisfaction by the successful bidder at no additional charge.

### **TERMINATION**

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The County will give written notice of unsatisfactory performance and the contractor will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty days, the County deems the contractor's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellations shall not limit the County's right to seek any other remedies allowed by law.

The successful bidder will agree that the resulting contract is made subject to available budgetary appropriations and shall not create any obligation on behalf of the County in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this

Contract shall terminate without penalty or expense to the County thirty (30) days after written notification of termination from the County.

The successful bidder will agree that pursuant to requirements imposed under Illinois law, the County shall have 120 days after each election of county board members to terminate this Agreement, without cause and without penalty.

CHOICE OF LAW AND VENUE

The bidder agrees that this bid has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this bid or any resulting contract shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The bidder further agrees that the exclusive venue for all such disputes shall be the Circuit Court of the 22<sup>nd</sup> Judicial Circuit of McHenry County, Illinois, and the bidder hereby consent to the personal jurisdiction thereof.

COMPLIANCE WITH LAWS

The bidder hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations. Failure to comply with the terms of this provision shall constitute a breach of contract and permit the County to terminate this (Request for Sealed Proposal/Bid) in accordance with the termination provisions stated herein.

REJECTION OF BIDS, WAIVER OF IRREGULARITIES

McHenry County reserves the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the County. Any such decision shall be considered final.

PROTEST PROCEDURES

Any Bidder who believes contractual terms or specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Director of Purchasing. To be considered, the protest must be received by McHenry County five (5) days prior to the stated bid opening. Any adversely affected or aggrieved Bidder shall have ten (10) days from the date of the bid opening to file a written protest regarding the intent to award the bid. Protests submitted after that date will not be accepted. Protests must specify the grounds upon which the protest is based (refer to appropriate statute, rule, code, or ordinance which defines the protest process).

BIDDER'S ATTACHMENT TO THE BID

Any attachment to this bid, as required by the bid conditions, or made at the bidder's option, must reference on their face the bid title, opening date, and time.

DELIVERY

Delivery will be considered in making the award and the bidders shall state, in the spaces provided, expected delivery after receipt of Purchase Order. Failure to meet said delivery promises without prior consent of the Director of Purchasing will be considered a breach of faith.

FREIGHT

Freight is all inclusive unless otherwise stated.

FUEL SURCHARGE

The County of McHenry does NOT accept any fuel surcharges.



## **SPECIFICATIONS**

**Compliance with Request for Competitive Bid [Mandatory]:** This refers to the adherence to all conditions and requirements of the Bid.

**Suitability of Proposed Item:** Prior experience in GPS ELECTRONIC MONITORING, TRANSDERMAL ALCOHOL MONITORING, and HOME CONFINEMENT MONITORING.

**Qualifications of the Offeror:** Offeror's capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, facilities, equipment, and credit which will assure good faith performance. A description of corporate qualifications and history of the firm is also required. Offeror must be a full service provider that will respond to referrals by the department for GPS and Transdermal Alcohol monitoring of criminal offenders sentenced to probation or as a condition of bond. Offeror would be responsible for installing equipment on the offender at mutually reasonable locations and handle all enrollment in software, zones, schedules, etc. Offeror will monitor and respond to all alerts/notifications as received in accordance with protocols established by the Department. Offeror will direct bill the offender and be responsible for all collections. Offeror will provide reasonable testimony in Court if needed.

The Department of Probation and Court Services (department) seeks responses to this Bid for systems and services for Global Positioning Satellite (GPS) tracking units that comply with Illinois's Bischoff law and Transdermal alcohol monitoring units with and without home confinement capability for a one-year period, with up to three (3) additional one (1) year renewal options.

The successful vendor must provide corresponding services and a 24/7/365 Help Desk in support of the system. The combination of services and system will provide the department with flexible operational methods. These services must provide the capacity to monitor a criminal offender's compliance/non-compliance to program-specific parameters (such as curfews/schedules, no alcohol consumption), with the goal of deterring the offender from future criminal activity.

The following are considered to be the minimum requirements to provide the GPS system.

**The Bidder shall confirm compliance on each category by marking "yes" for each item of each component. In addition, an item by item response (Use separate sheet for item-by-item response), in sequential order, is required for each number in each section. Items/criteria listed in bold shall be addressed in the response. All of these standards shall be taken into consideration during the 48 hour testing process.**

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<b>SECTION 1 – A. GPS TRACKING UNIT</b>		
Number	Description	Compliance
1.	The unit must be FCC certified, lightweight, and pose no safety hazard to the offender or others. <b>Provide FCC ID number, weight of unit, warranty information. (Attach Manufacturer specification sheets and/or color sheets)</b>	Y or N
2.	The tracking unit must function reliably under normal environmental and atmospheric conditions. <b>Provide test data.</b>	Y or N
3.	The tracking unit must not pose a safety hazard to the offender or others. <b>Provide warranty/indemnity information</b>	Y or N
4.	The GPS tracking unit must either: 1) Incorporate a radio frequency receiver and receive RF signals from an offender-worn transmitter (i.e. “two piece system”); or 2) Attach to the offender as a bracelet (i.e. “one piece system”).	Y or N Y or N
5.	The unit must transmit data, including offender’s monitoring status and GPS tracking points, via wireless networks to a central host system operated by the vendor.	Y or N
6.	The GPS tracking unit must have the ability to roam on other networks other than those of the primary wireless provider. This ability must be built-in to the unit and must not require “swapping out” of components or SIM cards.	Y or N
8.	The tracking unit must include an internal clock and must date/time stamp all recorded events.	Y or N
9.	When the GPS tracking unit recognizes that a violation has occurred, the unit must log the violation on-board and initiate a data transfer with the central host system, regardless of the next preset “call-in” time. The central host system/vendor must immediately notify the department and/or other identified persons (e.g. victims, officers, law enforcement) of the violation. <b>Provide information and sample data re: elapsed time between violation and notifications(s).</b>	Y or N

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10.	<p>The unit must automatically identify and send key event and general information to the central host system pertaining to the activities of the offender, the unit, and the transmitter as follows:</p> <ol style="list-style-type: none"> <li>1) Unauthorized absence from inclusion zones (i.e. residence or place of employment, etc.).</li> <li>2) Equipment malfunctions (all installed components).</li> <li>3) Tampering with equipment (all installed components).</li> <li>4) Power degradation (low battery).</li> <li>5) Location verification failure (includes loss of GPS signals).</li> <li>6) Missed calls from the tracking unit.</li> <li>7) Exclusion zone violations (The offender traveled to an unauthorized location).</li> <li>8) The location and movement of the offender.</li> </ol>	Y or N
11.	<p>Violation Notification to the department shall occur in near real time. Please describe how system would accomplish this.</p>	Y or N
12.	<p>The system must have the ability for department personnel on-demand to be informed of the location of the unit. Department personnel must be able to utilize this feature by placing a “location request” through the web-based GPS tracking software. This feature must provide up-to-date, on-demand tracking, mapping, and location data.</p>	Y or N
14.	<p>The unit must have the ability to continue to record and store monitoring data in the event of a communications disruption with the central host system. <b>Indicate data storage time lengths.</b></p>	Y or N
15.	<p>The unit must have the ability to store all monitoring data in the event of an extended power failure. Once communication and power is restored, the unit must transmit all data to central host system. <b>Indicate time limits and provisions for back-up.</b></p>	Y or N
16.	<p>The unit must be equipped with tamper detection and a notification system that records a violation if/when the unit’s case is opened and notifies the central host system of such violations.</p>	Y or N
17.	<p>The unit must be equipped with tamper detection and a notification system that records a violation if/when the unit’s battery is removed and notifies the central host system of such violations.</p>	Y or N
18.	<p>The GPS tracking unit must incorporate a system that can detect motion in the absence of both GPS and cellular availability. The unit must log whether or not the unit is in motion. <b>Bidder must describe the motion detection system incorporated.</b></p>	Y or N
19.	<p>The unit must have the capability to record a violation if/when the unit has simultaneously been in motion and has not received GPS signals for a predetermined amount of time. The unit must be able to notify the central host system of such violations during the next data transfer.</p>	Y or N

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20.	If the GPS tracking unit “docks” in a charging system, the GPS tracking unit must record the time/date of every insertion into the base and every removal from the base. The tracking unit’s ability to detect motion shall remain active while unit is docked.	Y or N
21.	The unit must record and store GPS tracking points with corresponding time/date stamps multiple times per minute, regardless of violation status.	Y or N
22.	The unit must have a battery life exceeding 12 hours between charges.	Y or N
23.	The unit must be manufactured in an ISO 9001:2000 – certified facility to ensure quality control or have a quality control system in place. <b>Indicate quality control system.</b>	Y or N
24.	The unit must be legally patented and in compliance with U.S. patent laws.	Y or N

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<b>SECTION 1 – B. ONE PIECE SYSTEM (USE THIS CHART FOR 1 PIECE SYSTEMS) (i.e. GPS tracking unit is affixed to the offender’s ankle)</b>		
Number	Description	Compliance
1.	The unit must be water-resistant. <b>Provide depth of water-resistance.</b>	Y or N
2.	The unit must have a tamper detection system. Clearly describe how the proposed system handles both the serving of the strap and the removal of the strap from the leg without the strap being severed.	Y or N
3.	The unit must have dual tamper detection utilizing electronic and fiber optic mechanisms.	Y or N
4.	The unit must be capable of being attached to the offender so that efforts to tamper with or remove the transmitter obvious to visual inspection.	Y or N
5.	The transmitter must emit a signal at a frequency which is not commercially interruptible at least once every 30 seconds.	Y or N
6.	Once the unit detects a strap tamper violation, it must send a unique “tamper” signal to the central host system to alert department staff of violation.	Y or N
7.	The unit must have batteries which are easily charged and swapped out by offender or must “plug” into standard power supplies. Charging system must be lightweight and accommodate 110V (domestic) and 220V (international) power supplies. Charging system must include a light to indicate whether the GPS tracking unit is charging or has a full charge. <b>Describe charging system including charge time needed.</b>	Y or N

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<b>SECTION 1 – C. TWO PIECE SYSTEM (USE THIS CHART FOR 2 PIECE SYSTEMS (i.e. GPS tracking unit communicates to a radio frequency transmitter which is attached to the offender’s ankle)</b>		
Number	Description	Compliance
1.	The GPS tracking unit must be charged with a vendor-supplied lightweight charging base, which accommodate 110V (domestic) and 220V (international) power supplies. The charging base must include a light or display to indicate whether the GPS tracking unit is charging or has a full charge.	Y or N
2.	The offender must be able to remove the GPS tracking unit while at home. During these times, the unit must maintain continual monitoring of the offender, verifying the offender’s proximity (150 feet maximum) to the tracking unit. <b>The Bidder must describe how the proposed system would accomplish this.</b>	Y or N
3.	The vendor must provide a FCC-certified transmitter in the form of a lightweight, water resistant ankle bracelet. <b>Provide FCC number, weight, and depth of water resistance.</b>	Y or N
4.	The transmitter’ signal range must be no greater than 300 feet under normal household conditions with a typical range of 75-150 feet.	Y or N
5.	The transmitter must emit a signal at a frequency above 900 MHz at least once every 30 seconds.	Y or N
6.	The transmitter signal content must identify the offender, the transmitter battery status, and tamper/removal status.	Y or N
7.	The GPS tracking unit must report proximity violations (tracking unit not receiving transmitter signal) to the department.	Y or N
8.	The transmitter must recognize the unauthorized severing of the strap. <b>Please indicate how your system works.</b>	Y or N
9.	The transmitter must have dual tamper detection utilizing electronic and fiber optic tamper mechanisms.	Y or N
10.	Once the transmitter detects a strap tamper violation it must send a unique “tamper” signal to the monitoring unit.	Y or N
11.	The transmitter signal must be encrypted to discourage duplication.	Y or N
12.	The transmitter must be capable of being attached to the offender so that efforts to tamper with or remove the transmitter obvious to visual inspection.	Y or N
13.	Transmitter straps must be adjustable to fit any size offender.	Y or N
14.	The transmitter must be shock resistant and function reliably under normal atmospheric and environmental conditions; it must not pose a safety hazard or unduly restrict the activities of the offender. <b>Please provide warranty and/or indemnity information.</b>	Y or N
15.	The transmitter must have adequate internal power without need for recharging or replacement. <b>Indicate internal power time frames.</b>	Y or N
16.	The transmitter must have a battery shelf life of at least two years.	Y or N

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17.	The transmitter must emit a low power signal 3-5 days prior to battery depletion, to indicate that the transmitter should be replaced.	Y or N
18.	The vendor must provide replacement transmitters.	Y or N
19.	Transmitter must be easily replaced in the field.	Y or N
<b>SECTION 1 –D. TRANSDERMAL ALCOHOL MONITERING UNIT</b>		
1	<b>Utilize AMS SCRAM monitoring equipment or equivalent</b>	Y or N
2	<b>Vendors should have alcohol monitoring with and without home confinement capability depending on the Departments need</b>	Y or N

<b>SECTION 1 – D. SOFTWARE REQUIREMENTS</b>		
Number	Description	Compliance
1.	The vendor must provide a web-based software application that provides department personnel with access to the vendor's central host system.	Y or N
2.	The application must be accessible by the department through a standard web browser interface utilizing standard HTTP protocol through a high-speed internet connection.	Y or N
3.	The application must utilize security protocols that will prevent unauthorized access to the database and the offender information contained therein. <b>The Bidder shall describe how the proposed system would accomplish this.</b>	Y or N
4.	The application must not require installation on department computers.	Y or N
5.	This application must be the single point for the department to setup and access information relative to GPS.	Y or N
6.	The application must allow department personnel to view information about the offender, including but not limited to personal information, current electronic monitoring data, violation statuses, notification settings, and reports. <b>Indicate any additional viewing data.</b>	Y or N
7.	The application must allow department personnel to create, edit, delete, and apply monitoring parameters (such as daily/weekly schedules) for individual offenders or groups of offenders.	Y or N
8.	Department personnel must be able to use the application to determine which violations/events must trigger notifications and by what means the notifications must be sent to department personnel.	Y or N
9.	The application must allow notifications to be sent to department personnel via email, text message/page, and facsimile. <b>Provide examples of capability.</b>	Y or N
10.	The application must also allow the department's personnel to enter information to initiate multiple alert notifications (e.g. victims, officers, law enforcement) for specified key events or non-compliance with monitoring parameters.	Y or N

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11.	The application must allow department personnel access to multiple online reports regarding inventory, offender status, and violations.	Y or N
12	The application must allow department personnel to filter report results by violation/event.	Y or N
13	Department personnel must be able to use the application to create, edit, and apply inclusion zones (areas in which the offender must be) and exclusion zones (areas in which offenders are not permitted to be).	Y or N
14	Department must be able to create schedules for offenders and apply zones to these schedules.	Y or N
15	Application must have the ability to display statuses and histories of, at a minimum, the following violations: a) Proximity to transmitter (if two piece system) b) Strap tamper c) Inclusion zone violation d) Exclusion zone violation e) GPS tracking unit in motion with no GPS f) GPS tracking unit case tamper g) Battery levels/charging history	Y or N
16	The application must enable department to find up-to-date location and monitoring information for any offender. This “location request” function must display offender location within two minutes of request unless wireless coverage is unavailable.	Y or N
17	The application must display location of the offender on an interactive map containing recognizable state, county, municipality, and street names.	Y or N
18	The application must display every GPS point recorded by field units. As an example, if the tracking unit records six GPS points per minute, the application must display all six points on the tracking map rather than omitting some of the points.	Y or N
19	The application must allow department personnel, when viewing GPS tracking maps, to easily zoom in and out by dragging the mouse to designate an area and clicking.	Y or N
20	The application must allow department personnel, when viewing GPS tracking maps, to “rewind” and “fast forward” through the GPS tracking points.	Y or N
21	The application must allow the department’s officers to easily view the actual speed of the offender at each recorded tracking point.	Y or N
22	The application must allow the department’s officers, when viewing GPS tracking maps, to easily determine the approximate address of any tracking point.	Y or N
23	The system must allow for adjustable levels of alcohol content detected and multiple alert options for these detections.	Y or N



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<b>SECTION 1 – E. TRAINING</b>		
Number	Description	Compliance
1.	Vendor must provide a minimum of at least one and up to four initial group training sessions for staff members concerning the use of the Vendors services and systems specified under this contract. This training will take place in a location specified by the department. The training will include written instructions concerning use of the monitoring system and equipment. <b>Please provide detailed information on training length and policies.</b>	Y or N
2.	The vendor will provide additional training as needed, when requested by the department. The department will limit such additional training sessions to those situations where the training is required to properly implement and operate the monitoring program.	Y or N
3.	The vendor must provide written instructions/users guides enabling department personnel to install and service all equipment provided.	Y or N
<b>SECTION 1 – F. ON GOING SUPPORT</b>		
Number	Description	Compliance
1.	The vendor shall appoint a project manager who will also act as contact and liaison for the department. The project manager will schedule on-site visits with the department to review monitoring performance and to make any needed changes.	Y or N
2.	Vendor support personnel must be available via toll-free telephone number to the department at all times. Support personnel must be awake, rather than on-call, and must not be subcontracted. Vendor support personnel shall have the ability to complete offender enrollments, adjust monitoring parameters, complete offender removals, and assist department staff with technical problems for all monitoring systems via telephone.	Y or N

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<b>SECTION 1 – G. CENTRAL HOST SYSTEM</b>		
Number	Description	Compliance
1.	The central host system, the repository of all monitoring data received from field units, must not be located at the department’s facility and must be the responsibility of the vendor.	Y or N
2.	The central host system shall be protected from a system failure and the loss of data by the presence of a real-time redundant data protection system. All host system components must be 100% redundant. Specifically, the system shall be in constant contact with a redundant system. Both systems shall be configured to maintain the same data so that in the event of a system failure, the redundant system will seamlessly continue all monitoring functions. The vendor must also maintain a third-tier failsafe system, at least 10 miles away from primary and secondary systems, which can be used in the case of primary and secondary system failure. <b>Vendor must describe steps taken and equipment used to provide redundancy and ensure data preservation.</b>	Y or N
3.	The central host system must have the ability to continue monitoring operations indefinitely in the event of an AC power loss.	Y or N
4.	The central host system must send and receive information to and from the GPS tracking units utilizing cellular phone service/signal technology.	Y or N
<b>SECTION 1 – H. TESTING</b>		
Number	Description	Compliance
1.	The vendor must allow the department to test the equipment and system for 48 hours to determine the reliability of the tracking system and the compliance with all requirements set forth above. Reliability of the tracking in various locations and under various conditions will be a major factor in the awarding of the bid.	Y or N

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**BID ON**

Cost per day for the offender: \$\_\_\_\_\_

Written amount: \_\_\_\_\_

Sliding scale for indigent offenders:

Additional Costs or Fees:

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***REFERENCES***

List three (3) references that you have done similar work, service or supplied similar products to within the last twelve (12) months (Only correct contact names and phone numbers will be acceptable).

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

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Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

---

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

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**RUBBER STAMPED, FAXED, COPIED, OR TYPED SIGNATURE  
WILL DISQUALIFY YOUR BID MUST BE AN ORIGINAL  
SIGNATURE**

**CERTIFICATIONS**

Vendor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended. \_\_\_\_\_ Yes \_\_\_\_\_ No

Vendor certifies that it is aware that all contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12) \_\_\_\_\_ Yes  
No

Under penalties of perjury, I certify that \_\_\_\_\_ is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one):

- |   |  |
|---|--|
| <input type="checkbox"/> Individual   | <input type="checkbox"/> Real Estate Agent       |
| <input type="checkbox"/> Sole Proprietorship                                      | <input type="checkbox"/> Government Entity       |
| <input type="checkbox"/> *Partnership   | <input type="checkbox"/> Tax Exempt Organization |
| <input type="checkbox"/> **Corporation  | (IRC 501(a) only)                                |
| <input type="checkbox"/> Not-for-Profit Corporation                               | <input type="checkbox"/> Trust or Estate         |
| <input type="checkbox"/> Medical and Health Care<br>Services Provider Corporation |  |

\*State full names, titles and addresses of all responsible principles and/or partners below;

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Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

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Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

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Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

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Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

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Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

**If needed please submit any additional sheets.**

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**PROPOSER'S CERTIFICATION**

I have carefully examined the Bid, Scope of Work, Specifications, and any other documents accompanying or made a part of this Bid.

I hereby propose to furnish the goods or services specified in the Bid. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Bid on behalf of the firm as its act and deed, and that the firm is ready, willing, and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service. No officer, employee or agent of the County of McHenry or any other proposer is interested in said proposal and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\*\*State of Incorporation \_\_\_\_\_

\_\_\_\_\_  
(Individual - Partnership - Company - Corporation)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State and Zip Code)

\_\_\_\_\_  
(By Printed Name and Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Telephone No)

\_\_\_\_\_  
(Fax No.)

\_\_\_\_\_  
(Date)

***End of Document***