

**Lac du Flambeau Band
of
Lake Superior Chippewa Indians
and
Zaagiibagaa Healing to Wellness Court**



REQUEST FOR PROPOSALS

for

**PROVISION OF GPS AND CAM
MONITORING EQUIPMENT AND SERVICES**

RFP NO. 19-ZHWC-025

1. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit bid proposals from qualified independent contractors for the provision of approximately six (6) GPS Ankle Bracelet Electronic Monitoring units and six (6) Ankle Bracelet Continuous Alcohol Monitoring (CAM) units, on a rental basis or purchase, for the Zaagiibagaa Healing to Wellness Court (hereinafter ZHWC), an adjunct of the Lac du Flambeau Tribal Court. ZHWC protocol requires that all Healing to Wellness Court participants be monitored via GPS and CAM units. Pricing as it relates to purchase or rental of GPS and CAM units should include related parts and accessories, daily monitoring fees and fees for web-based monitoring. Web-based monitoring should include the ability to track alerts, notification of tampering, daily reports and other ad hoc reports.

The successful bidder (Contractor) will enter into a Contract with ZHWC for a one (1) year term, commencing October 1, 2019 and ending September 30, 2020, with the possibility of renewal for up to two (2) consecutive one (1) year terms. The successful bidder will be expected and required to adhere to every term of this RFP, which will be incorporated into the Contract by and between the successful bidder (Contractor) and ZHWC, and perform the required functions with minimal monitoring by ZHWC.

This RFP does not commit ZHWC to accept any proposal submitted. ZHWC reserves the right to accept or reject any and all proposals, and to accept or reject any or all items in any proposal. The lowest bidder may not be the successful bidder. ZHWC reserves the right to select the bidder whose proposal and qualifications are most advantageous to ZHWC. ZHWC reserves the right to negotiate with any and all bidders any and all parts of the proposals received, including, but not limited to, cost, scope of services, and other relevant details and to accept the proposal most advantageous to, and in the best interest of, ZHWC. ZHWC is not responsible for any costs incurred by the respondents in the preparation of responses to this RFP.

2. FACILITIES

The Lac du Flambeau Tribal Court is a Tribal entity of the Lac du Flambeau Band of Lake Superior Chippewa Indians, a federally recognized Indian Tribe organized under a constitution and bylaws pursuant to the Indian Reorganization Act, 48 Stat. 984, 25 U.S.C. § 476, (hereinafter referred to as the "Tribe"). The Tribal Court was established and operates pursuant to the Constitution of the Tribe. The Zaagiibagaa Healing to Wellness Court (ZHWC), an adjunct of the Tribal Court and Vilas County Circuit Court, was developed as a result of collaborative efforts between the Tribe and Vilas County to develop and administer a Wellness Court Program that serves as an alternative to incarceration for non-violent adult criminal offenders suffering from addiction. Participation in ZHWC is voluntary, and participants meet with court officials and staff weekly or more frequently as necessary. Intensive outpatient therapy is provided to participants, to assist and support them in their recovery efforts. The Zaagiibagaa Healing to Wellness Court is located at 623 Peace Pipe Road in Lac du Flambeau, Wisconsin

3. RFP ADMINISTRATIVE PROCEDURES

- 3.1 RFP CONTACT/CONTRACT ADMINISTRATOR.** The individual named below is the ZHWC Contract Administrator who will be responsible for administration of the contract entered into by and between the successful bidder and ZHWC. The ZHWC Contract Administrator shall be the sole point of contact regarding this RFP from the date of issuance until selection of the successful bidder. To ensure clear and accurate communication and avoidance of the appearance of impropriety, from the date of issuance of this RFP until announcement of the successful bidder, vendors/bidders may contact only the RFP Contact. The RFP Contact/Contract Administrator will respond only to questions submitted in writing to the RFP Contact/Contract Administrator in accordance with this RFP. In the event that a vendor or someone acting on the vendor's behalf attempts to discuss this RFP verbally or in writing with any employee of ZHWC or the Lac du Flambeau Tribal Court other than the RFP Contact/Contract Administrator designated below, the vendor may be disqualified as a prospective bidder.

ZHWC RFP Contact/Contract Administrator:

SUSAN SCHOONOVER
Lac du Flambeau Tribal Court
P.O. Box 217
623 Peace Pipe Road
Lac du Flambeau, WI 54538
Email: SSchoonover@ldftribe.com

3.2 RFP TIMETABLE. The dates set forth are subject to change, in the sole discretion of ZHWC:

EVENT	DATE
RFP Issued	On or before August 19, 2019
Proposals/Bids Due	4:00 P.M. Local Time, September 19, 2019
Notice of Award Issued	TBA
Begin Contract Performance	October 1, 2019

3.3 DUTY TO EXAMINE AND INQUIRIES REGARDING RFP.

3.3.1 It is the responsibility of each bidder to examine the entire RFP, including all addenda, seek clarification in writing (inquiries), and examine its proposal for accuracy before submitting the proposal. Lack of care in preparing a proposal shall not be grounds for modifying or withdrawing the proposal after the proposal due date and time, nor shall it give rise to any contract claim.

3.3.2 All inquiries concerning this RFP, including any questions related to the terms and conditions of this RFP, shall be made in writing and submitted to the RFP Contact at the physical address or email address noted above. Verbal inquiries will not be accepted.

3.4 CONTENT OF RFP AND SUPERSEDING EFFECT. This RFP is designed to provide prospective bidders with information necessary for the preparation of competitive proposals. Each bidder is responsible for determining all factors necessary for the submission of a comprehensive and compliant proposal. Proposals submitted in response to this RFP should be based solely on the material contained in the RFP, including any and all addenda. This RFP supersedes all previous RFPs and all proposals, oral and written, and all negotiations, conversations, communications and discussions heretofore had between the parties, related to the subject matter of this RFP.

3.5 AMENDMENT OF RFP. ZHWC reserves the right to amend this RFP at any time. In the event it becomes necessary to amend, add to, or delete any part of the RFP, an amendment will be provided to all known vendors/prospective bidders who received the original RFP and will be posted on the Tribe's website. All submitted proposals/bids must include acknowledgment of the addenda.

3.6 SUBMISSION OF PROPOSAL. ***Every proposal submitted must include an original and three (3) copies.*** Proposals and copies must be submitted to the Lac du Flambeau Tribal Secretary, to-wit: **Beverly LaBarge, Tribal Secretary, William Wildcat, Sr. Community Building, 418 Little Pines Road, P.O. Box 67, Lac du Flambeau, Wisconsin.** **The Tribal Secretary must receive proposals and the requisite copies no later than 4:00 P.M. (local time), Thursday, September 19, 2019. Any proposal received after this deadline will not be accepted.** Proposals may be submitted by mail or hand-delivered in an envelope. The envelope must be SEALED and include the following notation on the bottom left hand corner: "RFP FOR ZHWC GPS AND CAM MONITORING EQUIPMENT." Please also include company/individual name on the outside of the envelope. Bidders mailing proposals must allow ample mail delivery time to ensure timely receipt of their proposal. It is the bidder's responsibility to ensure that the proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the proposal by ZHWC. ***Proposals sent via email or fax will NOT be accepted.***

- 3.7 REJECTION OF PROPOSALS.** Notwithstanding any other provision of this RFP, at any time prior to execution of the written Contract, ZHWC reserves the right to reject any or all proposals, in whole or in part, to advertise for new proposals, to abandon the need for such services, and to cancel this RFP if it is in the best interest of ZHWC.
- 3.8 COSTS OF PREPARING PROPOSALS.** The costs of preparing the proposal are the sole responsibility of the vendor. ZHWC is not responsible for any costs incurred by vendor which are related to the preparation or delivery of the proposal or any other activities carried out by the vendor related to this RFP.
- 3.9 OPENING OF PROPOSALS.** The proposals will be opened during a CLOSED BID OPENING on Friday, September 20, 2019, at 9:00 o'clock a.m. (local time), or as soon thereafter as practicable.
- 3.10 PROPOSALS PROPERTY OF ZHWC.** All proposals become the property of ZHWC and shall not be returned to the bidder submitting a proposal. The bidder agrees that ZHWC may copy the proposal for purposes of facilitating the evaluation of the proposal or for any other reason.
- 3.11 VALIDITY OF PROPOSALS.** All proposals shall be valid for a period of sixty (60) business days following the date on which proposals are due, except that the proposal of the successful bidder shall remain valid until expiration or termination of any contract based upon the successful bidder's proposal, between ZHWC and the successful bidder.
- 3.12 DISPUTES.** In case of any doubt or differences of opinions as to the contents of this RFP, or interpretation of any provision of this RFP, the decision of ZHWC shall be final and binding upon all parties.
- 3.13 BIDDER'S REPRESENTATIONS.**
- 3.13.1** By submitting a bid, bidder certifies that bidder is authorized to conduct business in the State of Wisconsin.
- 3.13.2** By submitting a bid, bidder certifies that bidder is experienced and qualified to perform the services required by this RFP and is properly staffed, organized and financed to perform such services, and to commence such services immediately.
- 3.13.3** By submitting a bid, bidder agrees that, if awarded a contract, bidder's work shall be completed in a workmanlike manner and shall conform to such recognized high professional standards as are prevalent in this field of endeavor.
- 3.13.4** By submitting a bid, bidder certifies that bidder's bid and proposal were made and submitted without collusion or fraud and that bidder has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with its bid, and that bidder has not conferred on any Tribal employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- 3.14 NATIVE AMERICAN PREFERENCE REQUIREMENTS.** The work to be performed under this proposal is subject to the Tribe's General Procurement and Property Management Policies and Procedures, and Section 7(b) of the Indian Self-Determination and Education Assistance Act (25U.S.C. 450e (b)). Section 7(b) of the Indian Self-Determination and Education Assistance Act requires that to the greatest extent feasible: (1) preference and opportunities for training and employment shall be given to Native Americans, and (2) preference in the award of contracts and subcontracts shall be given to Native American organizations or Native American-owned economic enterprises as defined in Section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). If claiming Native American Preference in contracting under this proposal, please indicate whether or not the firm can provide documentation that will qualify the firm as an "Economic Enterprise," (Native American ownership constituting not less than 51 percent of the enterprise), or a "Tribal Organization," (the recognized governing body of any Native American Tribe).

3.15 PROPOSAL EVALUATION AND SOURCES OF INFORMATION.

3.15.1 Proposals that are timely submitted and comply with the mandatory requirements of this RFP (ZHWC reserves the right to waive any minor informalities or irregularities, in its sole discretion) will be evaluated by the RFP committee. Evaluation factors are listed below, not necessarily in order of importance:

1. Qualifications/Experience/Reputation of Vendor.
2. Bid Price.
3. Demonstrated Understanding of and Ability to Address ZHWC's Needs.
4. Conformance to Terms and Conditions.
5. Native American Preference.
6. Method of Approach.
7. Such other criteria as may be deemed appropriate in evaluating proposals, even if such criteria are not specifically addressed in this RFP.

3.15.2 ZHWC reserves the right to request an oral interview with, and additional information from, any bidder prior to final selection and award of a contract, and the bidder shall furnish to ZHWC all such information and data as may be requested. ZHWC also reserves the right to obtain, from any and all sources, information concerning a bidder or a bidder's services or personnel, to make such reasonable investigations as ZHWC deems proper and necessary to determine the ability of a bidder to perform the services contemplated by this RFP, and the right to consider information from other sources such as the bidder's performance of other contracts. FRC may use any of this information to evaluate a bidder's proposal.

3.16 AWARD AND NOTIFICATION.

3.16.1 Any contract resulting from this RFP will not necessarily be awarded to the vendor with the lowest price/bid. ZHWC will award the contract to the responsible vendor submitting the bid/proposal that ZHWC deems most advantageous to ZHWC.

3.16.2 Notice of award to successful bidder will be sent via U.S. mail or email. Notice may also be provided via telephone. All bidders that submitted a proposal will be notified in writing of the ZHWC decision to not select.

3.16.3 ZHWC reserves the right to either award a contract without further negotiations with the successful bidder or to negotiate contract terms with the selected bidder if in the best interest of ZHWC. The successful bidder may be required to attend a post-award meeting with ZHWC to discuss the terms and conditions of the Independent Contractor Agreement for Provision of Counseling Services. Negotiation and execution of contract with the successful bidder shall be completed not more than thirty (30) days from date of award notification.

4. SCOPE OF SERVICES

4.1 The successful bidder (Contractor) shall provide to ZHWC six (6) GPS ankle bracelet-type monitoring units and six (6) ankle bracelet-type Continuous Alcohol Monitoring (CAM) units. It is suggested that proposals include pricing for purchase and rental (if available) of units. Proposals should also include a list of available related parts and accessories, and pricing for same.

4.2 The successful bidder (Contractor) shall provide daily monitoring services with respect to the GPS and CAM units provided by Contractor. Proposals should include pricing for and a description of web-based monitoring services, which should include ability to track alerts and notification of tampers, and ability to generate daily reports and other ad hoc reports.

4.3 All monitoring services provided under any Contract resulting from this RFP must meet any and all applicable local, state, and federal ordinances, laws, rules, and regulations. Should any of the applicable laws, standards, rules, or regulations change during the Contract term, the updated version will take precedence. The Contractor and ZHWC shall work cooperatively to ensure service delivery in complete compliance with all mandates and requirements.

4.4 All services to be performed by, or under the direction of, the Contractor under any resultant Contract, shall meet or exceed the minimum requirements outlined in this RFP. Under no circumstances shall services meeting less than the minimum service requirements be permitted without the prior written approval of ZHWC; otherwise, it shall be considered that services proposed will be performed in strict compliance with the requirements, rules, regulations, and governance contained in this RFP and Contractor shall be held responsible therefore.

5. CONTENT AND FORMAT OF PROPOSAL

5.1 PURPOSE. These instructions prescribe the required format and content of the proposal and are designed to elicit information necessary to selection of the most qualified bidder, and to facilitate the submission of a proposal that is easy to understand and evaluate.

5.2 FORMAT. Proposals shall be prepared on 8.5" x 11" paper, single sided. A proposal submission must include an original and three (3) copies of the proposal, including all attachments.

5.3 RESPONSE TO INQUIRIES. Each proposal shall respond completely to the following questions and requests for information:

5.3.1 Please provide full name, address, telephone number(s), fax number, and email address of bidder and bidder's primary contact, and, if bidder is a business organization, identify what type of business organization and verify that bidder is authorized to conduct business in the State of Wisconsin.

5.3.2 List three (3) entities to which bidder has provided the same or similar monitoring services in the past 24 months. For each entity, include the name, email address and telephone number of the point of contact, the length of service, a description of the services provided, and, if services are no longer being provided, an explanation for termination of services.

5.3.3 Describe your firm's approach to accomplishing the Scope of Services as described in Section 4 of this RFP. Include a list of recommended equipment.

5.3.4 Explain the methods to be used for equipment maintenance and ordering of supplies.

5.3.5 List all GPS and CAM monitoring services and equipment provided by your firm.

5.3.6 Describe in detail customer support services offered by your firm and indicate whether customer support services would be available on a 24/7 basis to troubleshoot issues relative to monitoring ZHWC clients to enable case managers to take timely corrective action when necessary.

5.3.7 If any of the following has occurred with respect to bidder, please describe in detail the circumstances for each occurrence:

5.3.7.1 Failure to enter into a contract after having been selected as the successful bidder.

5.3.7.2 Withdrawal of a proposal on any project as the result of an error.

5.3.7.3 Termination of or failure to complete a contract.

5.3.7.4 Involvement in litigation, arbitration, or mediation on any contract.

5.3.7.5 Knowing concealment of any deficiency in the performance of a contract.

5.3.7.6 Submission of a fraudulent or incorrect invoice relating to a contract.

5.3.7.7 Violation of applicable rules, laws, or regulations relating to any contract or project.

5.3.7.8 Debarment from bidding or performing public projects.

5.3.8 Describe your affiliation or work with any federally recognized Indian Tribe.

5.3.9 The submission of additional pertinent information beyond the requirements of this RFP is acceptable.

5.4 **BID.**

5.4.1 Set forth pricing for purchase and, alternatively, rental (if available) of six (6) GPS ankle bracelet-type monitoring units and six (6) ankle bracelet-type Continuous Alcohol Monitoring (CAM) units.

5.4.2 Provide a list of available related parts and accessories, and pricing for same.

5.4.3 Provide a list of monitoring services and equipment maintenance services available and pricing for same.

5.4.4 Provide a description of available equipment warranties and pricing for same.

5.4.5 Identify any other costs and/or expenses not included in the foregoing rates, for which your firm will seek reimbursement from ZHWC.

5.5 **ACCEPTANCE OF AND EXCEPTIONS TO TERMS AND CONDITIONS.**

5.5.1 Subject to subsection 5.5.2, next, by submitting a proposal, bidder signifies that bidder acknowledges, accepts and agrees to all terms, conditions and provisions set forth in this RFP.

5.5.2 If the bidder objects to any term, condition or provision contained in this RFP it shall note an exception to such term(s), condition(s) or provision(s) in a clearly identified separate section of the bidder's proposal. The bidder shall clearly refer to and identify the specific sections and paragraphs excepted and/or not agreed to by the bidder. Any exceptions not clearly identified by the bidder via inclusion in such a separate section shall be without force and effect in any subsequent contract. Any and all exceptions that are contained in a proposal submitted by a bidder in response to this RFP may negatively affect the evaluation of the proposal. A proposal that takes exception to any material requirement of the RFP may be rejected.

5.6 **EVIDENCE OF INTENT TO BE BOUND.** Bidder agrees that bidder's submission of a proposal signifies the bidder's intent to be bound by the proposal submitted by the bidder and the terms of this RFP and that the information provided is true, accurate and complete.

6. **GENERAL REQUIREMENTS**

6.1 **INDEMNIFICATION.** The successful bidder shall agree to indemnify, defend, and hold harmless the Tribe and ZHWC and their respective officers, officials, employees, agents and volunteers, from and against any and all claims, demands, expenses, losses, liabilities, causes of action, and the like, which are or may be asserted in any action by anyone, based upon any alleged personal injury, death or damage that may occur, or may be alleged to have occurred, as a result of, relating to, arising out of, or in any way associated with, any act or omission of the successful bidder, or any failure of the same to comply with any obligations set forth in this RFP and/or any contract by and between ZHWC and the successful bidder. The successful bidder shall, at its own cost and expense, pay all costs incurred by ZHWC and/or the Tribe in connection therewith. If any judgment shall be rendered against the Tribe and/or ZHWC in any such action, the successful bidder

shall satisfy and discharge the same without cost or expense to the Tribe or ZHWC. However, this indemnity shall not apply to loss or damage which was caused by the sole negligence or willful misconduct of ZHWC.

6.2 INSURANCE.

6.2.1 The successful bidder (Contractor) shall obtain insurance to cover those liabilities which are necessary to provide reasonable financial protection for the Contractor and ZHWC under the Contract resulting from this RFP. This shall include, but is not limited to, workers' compensation, general liability, and property damage coverage. ZHWC must be an additional named insured on the Contractor's insurance related to the Contract. Upon the execution of the resulting Contract, the Contractor shall furnish ZHWC with written verification of such insurance coverage.

6.2.2 Upon request, the successful bidder will furnish to the ZHWC Contract Administrator certificates of insurance at any time during contract performance.

6.2.3 The successful bidder will give ZHWC 10-days written notice prior to modifying any insurance obtained and/or maintained as required by the contract and this provision. ZHWC may object to the modification within 10 days of receiving the notice.

6.3 INDEPENDENT CONTRACTOR. The successful bidder shall, in all matters relating to any contract awarded pursuant to this RFP, be acting as an independent contractor. Neither the successful bidder nor any of the successful bidder's owners, officers, members, employees or agents will be an agent, joint venturer, partner or employee of ZHWC for any purpose, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Employment Tax Act, the provisions of the Internal Revenue Code and the State Revenue and Taxation Code relating to income tax withholding at the source of income, Workers' Compensation, Unemployment Compensation, employment-related benefits, and third party liability claims. Nothing contained in the contract shall be construed or interpreted as establishing an employer-employee relationship between ZHWC and the successful bidder or any of the successful bidder's owners, officers, members, employees or agents. In that the successful bidder will be an independent contractor, neither the successful bidder nor any of the successful bidder's owners, officers, members, or employees shall have any right or claim against ZHWC for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Further, ZHWC shall not be responsible for withholding taxes with respect to the successful bidder's compensation for services performed under a contract awarded pursuant to this RFP. The successful bidder shall be individually and solely responsible for the timely payment of any and all state, federal, social security and other self-employment taxes that may be owing on amounts paid to the successful bidder under said contract. The successful bidder will have no authority, actual, apparent, or implied, to act for or on behalf of ZHWC, or to bind ZHWC in or to any contract, agreement or indebtedness, and shall not represent itself as the agent or legal representative of ZHWC. The successful bidder shall perform all services under the contract at the successful bidder's own risk, and the successful bidder shall take all precautions necessary to protect the successful bidder's person and property. The successful bidder shall assume all liability for personal injury to employees or agents of the successful bidder, occurring during the performance of the successful bidder's services.

6.4 ASSIGNMENT OF CONTRACT AND SUBCONTRACTING. No contract between a successful bidder and ZHWC may be assigned by either party without the prior written consent of the other party, which consent may be given, withheld, or conditioned in the sole and absolute discretion of the party whose consent is sought. Further, the successful bidder shall not subcontract any of the work, duties or obligations under the contract between the successful bidder and ZHWC, without the written consent of ZHWC, which consent may be given, withheld, or conditioned in the sole and absolute discretion of ZHWC. Any assignment, subcontract or delegation in derogation of this provision shall be deemed void. In the event that the successful bidder desires to subcontract some part of the work specified herein, the successful bidder shall furnish to ZHWC the names, qualifications and experience of its proposed subcontractor(s). The successful bidder shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

- 6.5 DEBARMENT AND SUSPENSION.** No contract shall be made to parties listed on the General Services List of Parties Excluded from Federal Procurement or Non-procurement Programs In accordance with E.O.'s 12549 and 12689, "Debarment and Suspension." A list of excluded parties can be found at www.sam.gov. 2 CFR 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement), governs debarment and suspension of federal grantees and sub-grantees from receiving federal grant awards. Debarment and suspension can occur if federal grantees use federal funds wastefully or fraudulently. In order to ensure federal funds do not flow to excluded parties, federal agencies and grantees are required to check for excluded parties prior to opening bids or awarding.
- 6.6 COMPLIANCE WITH LAWS.** The successful bidder will agree to abide by and comply with all applicable laws, rules, ordinances, regulations and administrative rulings of the Lac du Flambeau Band of Lake Superior Chippewa Indians, the United States, and the State of Wisconsin.
- 6.7 MARKETING PROHIBITION.** The successful bidder shall not use the name of, or refer to, the Lac du Flambeau Band of Lake Superior Chippewa Indians or ZHWC in any marketing activity, nor will the successful bidder use said names or references thereto in any endorsement of its firm, product, or service, without the written consent of ZHWC and the Lac du Flambeau Band of Lake Superior Chippewa Indians.
- 6.8 GOVERNING LAW AND VENUE.** The successful bidder shall consent and agree that any and all questions arising in connection with this RFP and/or any contract arising therefrom shall be governed first by the laws and ordinances of the Lac du Flambeau Band of Lake Superior Chippewa Indians and second by federal and Wisconsin laws, if applicable. The successful bidder shall further consent and agree to the jurisdiction of the Lac du Flambeau Band of Lake Superior Chippewa Tribal Court and that the venue for any legal proceeding relating to this RFP and/or any contract by and between the successful bidder and the Tribe/ZHWC shall be the Lac du Flambeau Band of Lake Superior Chippewa Tribal Court.
- 6.9 SOVEREIGN IMMUNITY.** The successful bidder acknowledges that the Lac du Flambeau Band of Lake Superior Chippewa Indians does not waive its Sovereign Immunity.