

STREET	VOLUME
CR 143	383
CR 245	920
CR 122	817
CR 113	1115
CR 110	658
CR 200	2019
CR 214	1489
CR 111	717
NORTHRIDGE	N/A
MORRIS	2136

*Master Lane*

AGENDA ITEM # 18

January 13, 1998

\*

Consider awarding, rejecting or extending proposal for electronic monitoring.

Assistant County Auditor Bob Space recommended awarding electronic monitoring to low bidder Correctional Security Services at \$365.00 per day. Mr. Space advised the two late proposals were not considered.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

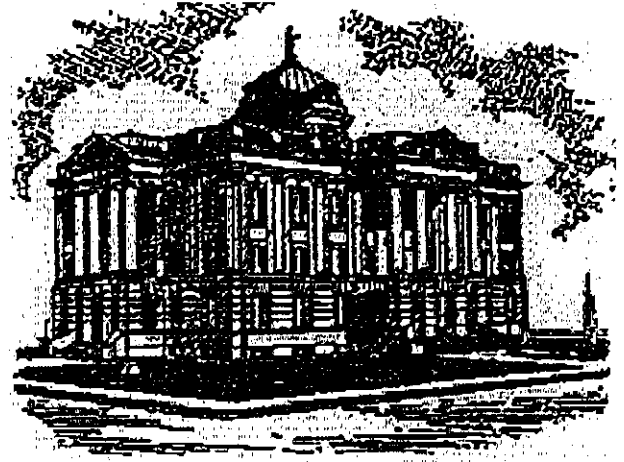
Motion: To award electronic monitoring to Correctional Security Services and reject the two proposals which were received late.

Vote: Motion carried 5 - 0

< Clerk copy here >

**WILLIAMSON COUNTY AUDITOR'S OFFICE  
PURCHASING DEPARTMENT  
710 MAIN STREET, SUITE 303  
GEORGETOWN, TEXAS 78626**

<http://www.williamson-county.org/Procurement>



## **INVITATION FOR PROPOSALS**

This PROPOSAL Packet Includes:

- |    |   |                |
|----|---|----------------|
| 1. | <b>Official Proposal Form for Williamson County</b> | Page 2         |
| 2. | Bidder Instructions / Requirements                  | Pages 3 thru 6 |
| 3. | Legal Notice  | Page 7         |
| 4. | Bid Check List                                      | Page 8         |
| 5. | Proposal Specification(s)                           | "Attachment"   |

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## WILLIAMSON COUNTY PROPOSAL FORM

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Bid Invitation, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: Correctional Security Services (C.S.S.)Mailing Address: P.O. Box 64064City: Lubbock State: TX Zip: 79464Telephone: ( 800 ) 658-2054 Fax: ( 800 ) 687-2774

C. Ray Dunn Date of Bid: January 6, 1998  
Signature of Person Authorized to Sign Bid

Name and Title of Signer: C. Ray Dunn C.E.O.  
(Please Print or Type)

## PLEASE COMPLETE THE FOLLOWING:

Prompt Payment Discount: \_\_\_\_\_% \_\_\_\_\_days. (If no discount is offered, Net 30 will apply.)  
[ ] Bidding on "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)  
[x] Bidding on low item basis. (Will accept award on "any or all" low bid items.)  
List Additional Limitations if applicable: \_\_\_\_\_

**DO NOT SIGN OR SUBMIT THIS FORM**  
**WITHOUT READING ENTIRE DOCUMENT**

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**WILLIAMSON COUNTY  
PURCHASING DEPARTMENT**

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**FORMAL INVITATION FOR PROPOSALS  
CONTRACT: ELECTRONIC MONITORING SERVICE FOR CSCD**

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**PROPOSAL NUMBER: 98WC502****PROPOSAL OPENING DATE & TIME: JANUARY 6, 1998 - 10:00 AM**

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PROPOSALS must be received in the Williamson County Auditor's Office prior to 10:00 AM on Tuesday, January 6, 1998. At which time the PROPOSALS will be opened in the Commissioners' Courtroom on the 2nd floor of the County Courthouse. PROPOSALS received after that time will not be opened and will be considered void and unacceptable. As to each item bid, the Court may either reject all PROPOSALS or award a contract to the lowest and best PROPOSAL.

SEALED PROPOSALS may be hand-delivered to:  
Williamson County Auditor's Office  
Third (3rd) floor, Suite 303  
Williamson County Courthouse (on the square)  
710 Main St., Georgetown, Texas

**OR**

SEALED PROPOSALS may be mailed to:  
Williamson County Auditor's Office  
Ginny Atkinson - Purchasing  
710 Main St. - Suite 303  
Georgetown, Texas 78626

**ALL PROPOSALS MUST BE SUBMITTED ON THE FORMS PROVIDED IN THIS BID DOCUMENT.**

**ALL INFORMATION REQUIRED BY THE PROPOSAL FORM MUST BE FURNISHED OR THE PROPOSAL MAY BE DEEMED NON RESPONSIVE. WHERE THERE IS AN ERROR IN THE EXTENSION OF PRICE, THE UNIT PRICE SHALL GOVERN.**

**ALL PROPOSALS MUST BE SUBMITTED IN TRIPLICATE (1 ORIGINAL COMPLETE PROPOSAL SET & 2 COPIES).**

**ALL PROPOSALS MUST BE RETURNED IN A SEALED ENVELOPE, MARKED WITH THE PROPOSAL NAME, PROPOSAL NUMBER, AND PROPOSAL OPENING DATE & TIME.**

**FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

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1. It is the intent of the Commissioners' Court to award contracts separately for each item, for each department and for each distinct geographical area served by a department. However, any bidder who wishes to restrict his PROPOSAL to particular departments or areas must expressly do so. For purposes of this notice, each Commissioner of Justice Precinct is a separate department.

(1) Unless the PROPOSAL received expressly states that the bidder will accept only the award of all items bid, each item in the PROPOSAL will be considered separately and will be rejected or awarded on a low item basis.

(2) Unless the PROPOSAL expressly states that the bidder will accept only an award for the entire county government, contracts will be awarded separately for the requirements of each county department to the bidder who is lowest and best for that individual department.

(3) Similarly, unless the notice or PROPOSAL expressly states otherwise, PROPOSALS will be considered separately for each distinct geographic area served by each department and will be awarded to the lowest and best bidder who can provide service to the department in that particular area. The definition of these geographic areas, unless expressly stated in this notice or the PROPOSAL, shall be at the discretion of Commissioners' Court at the time a PROPOSAL is awarded.

2. No more than one PROPOSAL will be awarded for any item for a single department and area. All PROPOSALS may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best PROPOSAL.
3. All of the items listed are to be bid Free On Board<sup>®</sup> to final destination (FOB DESTINATION) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation to Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.
4. All of the items listed are to be bid on a "per unit" basis, stating a firm price per unit or unit quantity of each item bid. This price must be good from the date of PROPOSAL opening for a fixed period of time. Unless the PROPOSAL expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 1998. PROPOSALS which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best Proposal, but for no longer than the current fiscal year.
5. At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty four (24) months, with the terms and conditions remaining the same; and with a price escalation at renewal time each year of no more than the consumer price index for that year. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the Contractor may elect to terminate this agreement, with no additional liability to the County. The County and the Contractor agree that termination shall be the Contractors sole remedy under this circumstance.
6. The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County will not be obligated to purchase any minimum amount, and it may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the PROPOSAL.
7. It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all PROPOSALS for any or all materials and/or services covered in this PROPOSAL request, and to waive informalities or defects in the PROPOSAL or to accept such PROPOSAL it shall deem to be in the best interest of Williamson County.
8. Awards should be made approximately four (4) weeks after the Proposal opening date. To obtain results, or if you have any questions, please contact Ginny Atkinson at (512) 930-4418.
9. Funding: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 1997/ September 30, 1998 fiscal year.

10. Late PROPOSAL: PROPOSALS received after submission deadline shall be unopened and will be considered VOID AND UNACCEPTABLE. Williamson County is not responsible for lateness of mail, carrier, etc.
11. Altering PROPOSAL: PROPOSALS cannot be altered or amended after submission deadline.
12. Sales Tax: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.
13. Contract: This PROPOSAL, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County. No different or additional terms will become part of this contract.
14. Changes: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various PROPOSAL Packages and/or PROPOSAL Instructions/Requirements.
15. Delivery Times and Locations: The commodity and/or service covered by this PROPOSAL shall be as stated in the various PROPOSAL Packages.
16. Payments: Payment shall be made by check from the County upon satisfactory delivery and acceptance of items and submission of the invoice to the ordering department. For purposes of payment discounts, time will begin upon satisfactory delivery of goods and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by the County prior to contract award. As a minimum, invoices shall include:
  - (1) Name, address, and telephone number of Contractor and similar information in the event the payment is to be made to a different address
  - (2) County contract, Purchase Order, and/or delivery order number
  - (3) Identification of items or service as outlined in the contract
  - (4) Quantity or quantities, applicable unit prices, total prices, and total amount
  - (5) Any additional payment information which may be called for by the contractPayment inquiries should be directed to the Auditor's Office, Accounts Payable Department:  
Julie Hillhouse, 930-4323 or Donna McKittrick, 930-4359.
17. Conflict of Interest: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.
18. Ethics: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.
19. Minimum Standards for Responsible Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
  - a. have adequate financial resources, or the ability to obtain such resources as required;
  - b. be able to comply with the required or proposed delivery schedule;
  - c. have a satisfactory record of performance;
  - d. be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. References: Williamson County requests bidder to supply with this PROPOSAL, a list of at least **three (3) references** where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.
21. Bidder shall: provide with this PROPOSAL response, all documentation required by this PROPOSAL. Failure to provide this information may result in rejection of the PROPOSAL.
22. Termination for Default: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.
23. Contract Administration: Under this contract, Ginny Atkinson, Williamson County Auditor's Office, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioners Court and the successful bidder.
24. Purchase Order: A purchase order(s) shall be generated by Williamson County to the successful bidder as products and/or services are required. The purchase order number must appear on all itemized invoices and/or request for payment.
25. Silence of Specifications: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
26. Proposals MUST BE: legible and of a quality that can be reproduced.
27. PROPOSAL forms that are included in PROPOSAL packages shall be used. **CHANGES to PROPOSAL forms made by bidders shall DISQUALIFY THE PROPOSAL.** Exceptions to the PROPOSAL forms and or specifications shall be made on an **attachment** to the PROPOSAL package. Call Ginny Atkinson (512) 930-4418 for explanation if exceptions are needed.

FOR DETAILED SPECIFICATIONS AND QUESTIONS RELATING TO THE PROPOSAL PROCESS, CONTACT GINNY ATKINSON AT (512) 930-4418.

► TECHNICAL QUESTIONS CAN BE ANSWERED BY CALLING RICK ZINSMEYER AT (512) 930-4362.

**PUBLIC NOTICE  
WILLIAMSON COUNTY  
INVITATION FOR PROPOSALS**

The Williamson County Commissioners Court invites the submission of sealed PROPOSALS for:

**ELECTRONIC MONITORING SERVICE FOR WILLIAMSON COUNTY COMMUNITY SUPERVISION &  
CORRECTIONAL DEPARTMENT (CSCD)**

Sealed PROPOSALS will be publicly opened in the County Commissioners Court Room, 2nd Floor, Williamson County Courthouse, Georgetown, Texas on Tuesday, January 6, 1998 at 10:00 AM.

PROPOSALS received after the above stated date and time will automatically be rejected.

Detailed specifications may be obtained by calling Ginny Atkinson at (512) 930-4418 or by visiting the Williamson County Procurement web site.

<http://www.williamson-county.org/Procurement>

The Williamson County Commissioners Court reserves the right to accept the lowest and best PROPOSAL as deemed by the Court, or reject any and/or all PROPOSALS.

Issued by order of the Williamson County Commissioners Court on November 24, 1997. John C. Doerfler, County Judge.



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**PROPOSAL CHECK LIST**

Please check the following prior to sealing and submitting your bid/proposal.

1. Official Williamson County Proposal Form Completed, signed, and enclosed?

YES ☒ NO ☐

2. All proposal specification sheets completed (including company name at bottom of each sheet) and attached?

YES ☒ NO ☐

3. Have you included three (3) complete proposal sets (1 original & 2 copies) as required?

YES ☒ NO ☐

4. Have you written the name of your business on the front of the sealed envelope?

YES ☒ NO ☐

5. Have you written the proposal name, proposal number, and proposal opening date & time on the front of the sealed envelope?

YES ☒ NO ☐

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**REQUEST FOR PROPOSALS  
ELECTRONIC MONITORING SERVICE FOR  
WILLIAMSON COUNTY COMMUNITY SUPERVISION & CORRECTIONS DEPT.**

The Williamson County CSCD is soliciting proposals for Electronic Monitoring Services. The Department currently has an average daily electronic monitoring population of 50 offenders. The existing contractor also provides services to the Juvenile Probation Department through the CSCD's existing contract. The successful proposer may anticipate serving a varying daily population of 50 to 60 juvenile and adult offenders.

The CSCD may elect to award multi year contracts for electronic monitoring services. The contract shall contain all language as required by TDCJ-CJAD.

The Department will also accept and consider proposals for systems utilizing satellite tracking of individuals through Global Positioning System technology.

The Department may elect to award proposals to more than one company, for different types of tracking technology.

**STANDARDS FOR SERVICE:**

The electronic monitoring system shall utilize the most current available equipment with radio frequency transmission. The system must verify the offenders presence at the location directed by the Court and/or the community supervision officer, and be equipped with tamper resistant instruments.

The proposer shall maintain replacement parts adequate for the proper provision of on call service. The proposer shall maintain and replace defective parts within 24 hours of notification of a problem. All equipment and services provided for under the contract must be serviced and maintained by the vendor for the term of the contract.

Any alterations in product manufacturing fabrication or delivery of substitute equipment requires approval of the Director of the CSCD. When a manufacturer of the equipment under contract makes changes or enhancements at no cost to the general trade, the proposer must make these improvements available to the CSCD immediately and must maintain the changes at a current level and not increase in cost and warranty.

The proposer shall provide documentation of product liability insurance.

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The proposer is responsible for all equipment utilized, installed and monitored as a part of this contract. This includes lost, damaged, stolen or otherwise misplaced transmitters, receiving units, drive-by units, bands and supplies. The CSCD will not pay for any equipment under any circumstances related to this contract.

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**EQUIPMENT SPECIFICATIONS:**

All equipment provided for Electronic Monitoring Services shall be of the highest quality and reliability available.

Tamper resistant attachment bands are required.

Transmitters must be waterproof.

Secondary methods of verification are considered an enhancement, but are not required.

Two "Drive-By" receivers are required as a part of this proposal, that enables the community supervision officer to verify an offender's presence when the officer is within range.

The proposer will provide and maintain a plain paper facsimile machine in the office of the Electronic Monitoring officer. The CSCD shall provide supplies and a dedicated phone line for the facsimile.

**LEVEL OF SERVICE REQUIRED**

The proposer shall provide staff 24 hours a day, 7 days a week, who are capable of immediately detecting unauthorized absences/late arrivals.

The proposers' staff shall verify unauthorized absences/late arrivals, tampering, or equipment malfunctions and shall report such occurrences to the CSCD staff by telephone, pager or fax report.

The proposer shall provide copies of computer generated reports of personal data, monitoring data or follow-up reports on monitoring incidents by daily fax on all offenders being supervised on electronic monitoring.

The proposer shall prepare and fax within 24 hours to designated staff notices concerning any interruption in service, including the date and time that the interruption began, the date and time that service was restored, a description of the problem and the proposer's plan for avoiding similar problems in the future.

The proposer shall establish a method of storage of each participant's monitoring data until otherwise notified by the Director of the CSCD. This information shall be stored on a computer readable medium and provided to the CSCD upon request. At the end of the contract life or as otherwise directed by the CSCD director, electronic copies of all data shall become the exclusive property of the Department.

The proposer shall prevent unauthorized access to the data contained in the computer system by unauthorized staff or other parties. Staff who monitor the computer system and have contact with participants must not be able to modify monitoring data or programming.

The proposer shall provide hook-up services within 24 hours of notification by the CSCD.

The proposer shall be responsible for disconnect and termination of service within 24 hours of notification.

The proposer is solely responsible for hookup and disconnect services.

#### **SECURITY AND PRIVACY**

Unauthorized access to the system is not allowed and no information is disclosed to any third party without written authorization of the CSCD Director.

The confidentiality of offender records is not to be compromised, and the proposer shall take the necessary steps to insure privacy.

The proposer shall maintain for inspection and examination by the CSCD all participant's records associated with the contract for the contract life. At the end of the contract term, the vendor shall provide evidence or sworn statements that participant records have been removed from their system.

The proposer shall ensure that all individuals having access to or custody of records understand the confidentiality requirements of this contract.

The proposer shall notify the CSCD Director immediately upon receipt of any legal process requiring disclosure of records of participants.

The proposer shall, upon request of the CSCD Director, or in response to a subpoena, appear and testify in any legal proceedings convened by a court, at the proposer's expense.

#### **DISCLOSURE OF INFORMATION**

Any personal or monitoring information for any offender made available shall be used only for the purpose of carrying out the provisions of the contract, and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.

The proposer agrees to assume responsibility for protection of the confidentiality of offender records and that all work shall be performed under the supervision of the proposer or the proposer's responsible employees.

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**TRAINING**

The proposer agrees to provide all training deemed necessary by the CSCD Director to effectively operate the Electronic Monitoring Program.

**PERFORMANCE REFERENCES**

Performance references from at least three contractor's currently utilizing the service are required.

**PROPOSAL OPENING DATE**

Proposals will be opened at 10:00 AM in the Williamson County Commissioner's Courtroom, Second Floor, 710 Main Street in Georgetown, Texas on Tuesday, January 6, 1998.

**PROPOSAL SUBMISSION**

Sealed Proposals must be received by the Williamson County Auditor's Office prior to 10:00 AM on Tuesday, January 6, 1998. Such proposals must be typed or printed on standard paper, pages numbered, a table of contents included, and in the required format. All proposals must be submitted in triplicate (1 original complete proposal set & 2 copies). All proposals must be returned in a sealed envelope, marked with the proposal name, proposal number, and proposal opening date & time.

**FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.**

**SEALED PROPOSALS** may be hand-delivered to:

Williamson County Auditor's Office  
Third (3rd) floor, Suite 303  
Williamson County Courthouse (on the square)  
710 Main Street, Georgetown, Texas  
Phone No.: 512/930-4418

**OR**

**SEALED PROPOSALS** may be mailed to:

Williamson County Auditor's Office  
ATTN: Ginny Atkinson - Purchasing  
710 Main Street, Suite 303  
Georgetown, Texas 78626

No proposals will be accepted after the time set for receipt of Proposals. Questions relating to this Request for Proposal should be addressed to:

Rick Zinsmeyer, Director  
Community Supervision and Corrections Dept.  
P.O. Box 251  
Georgetown, Texas 78627  
512-930-4362

**Correctional Security Services**

5121 69th Street, Suite B-2  
 PO Box 64064  
 Lubbock, Texas 79464  
 USA

Local Telephone 806-794-7767  
 USA Toll Free 1-800-658-2054  
 Local Fax 806-794-7789  
 USA Toll Free Fax 1-800-687-2774  
 E-Mail [css@hub.offthe.net](mailto:css@hub.offthe.net)  
 Webb Site [www.lubbock.com/css](http://www.lubbock.com/css)

Thursday, January 1, 1998

Ms. Ginny Atkinson  
 Assistant Purchaser  
 Williamson County  
 710 Main Street, Suite 303  
 Georgetown, Texas 78626

Dear Ms. Atkinson:

I want to thank you for the opportunity to respond to your RFP on behalf of C.S.S. Inc.. C.S.S. Inc. has been an Independent Authorized Traktek dealer since December 1989. The company name and some of the people have changed, but the commitment to quality has not changed. I will be bidding this contract with Traktek 900MHz technology equipment, but I have new, soon to be released equipment that will revolutionize the industry. Since your bid requests the newest technology, I will also bid it. I am extremely excited about this new technology as you will see as this bid response reflects.

**THIS BID CONTAINS TRADE SECRETS, PLEASE KEEP CONFIDENTIAL!**  
**BID PRICES ON PAGE EIGHT.**

**STANDARDS FOR SERVICE:**

I am basing this bid on quality service. I will not vary from quality, nor will any associate of this company! If getting this or any other bid means sacrificing our integrity, we gratefully decline the invitation to bid.

If, however, you sincerely are ready for top quality service and equipment that will outperform the competition, a fair and equitable price, and a commitment to quality and integrity from all involved, then C.S.S. Inc. is the company you must choose.

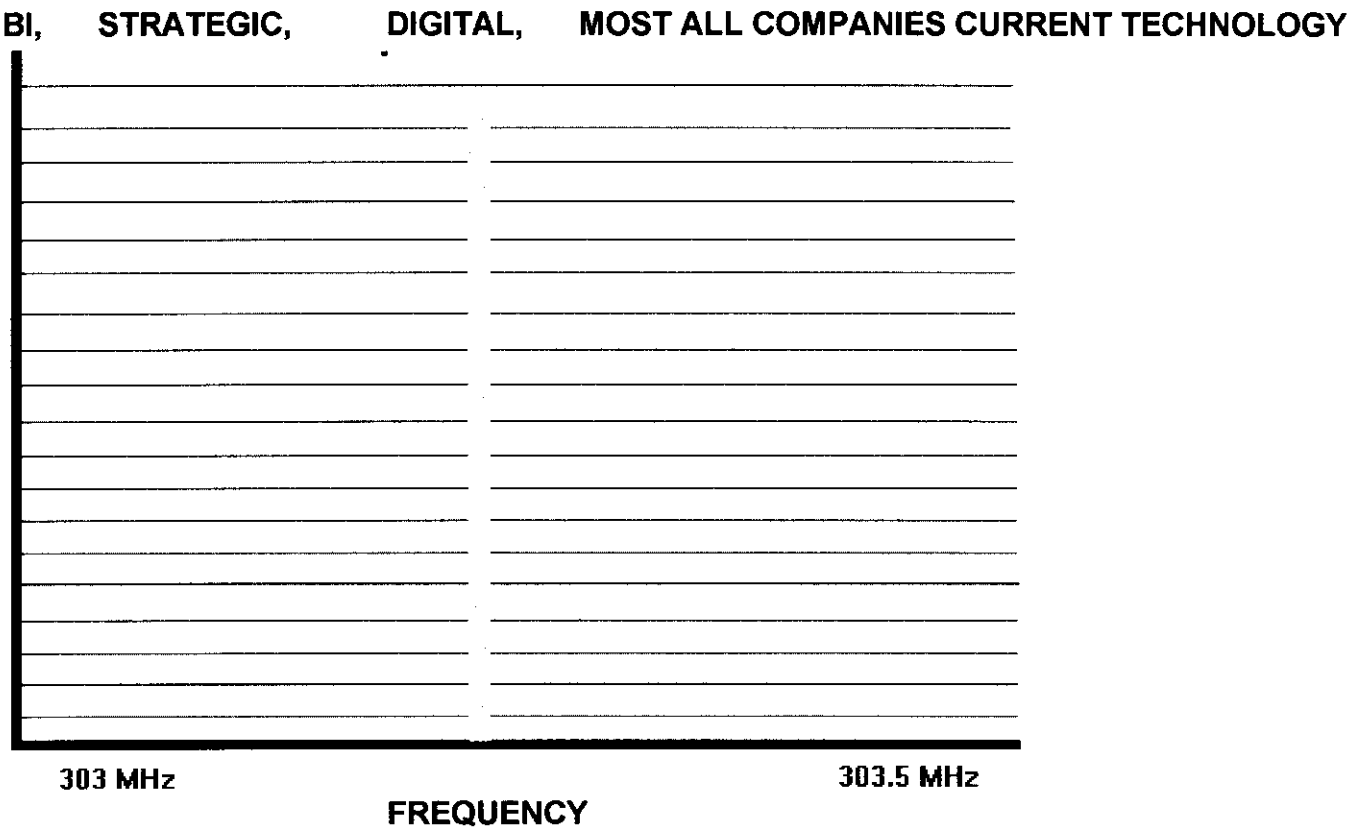
When the electronic monitoring industry began many years ago, the only technology known at that time was 300MHz. Traktek and all other companies utilized the same technology. Many companies changed some of the bells and whistles, but most companies have not changed the technology even though it is out of date. If I chose to bid other 300MHz system, I could. Most manufactures have offered my company their equipment and many other vendors carry many different types of equipment. I will only offer two products (both 900MHz), (plus **WATCHPATROL**) and both are related because one of the original designers of the Traktek system, is the individual responsible for 900MHz technology, and he has developed this new technology (I will go into more detail as this bid response continues). This new system will make as big of a change as many computer companies did when the Personal Computer was released.

Proper monitoring of House Arrest subjects can be a difficult and time consuming task involving expensive equipment and even more costly staff time. This need not be the case.

Correctional Security Services  
 Page one

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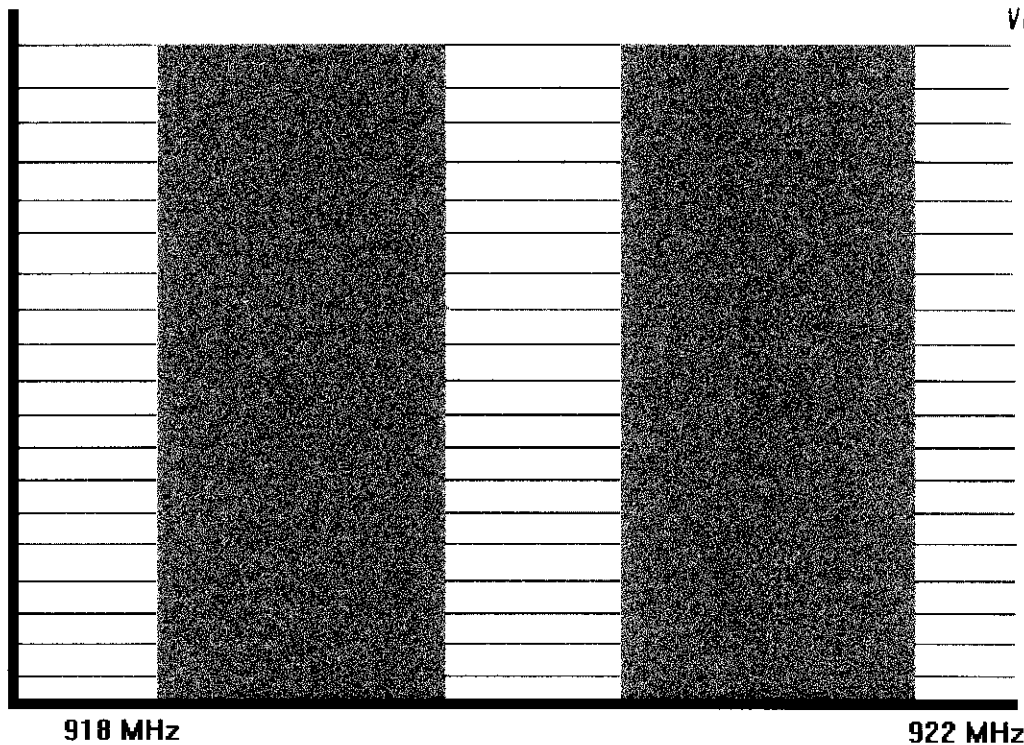
I would like to show you the difference between the old (300MHz), the current (900MHz), and the system now being released. I believe this visualization will help:



The above picture represents the **NORMAL 300 MHz technology utilized by most companies**. While this system worked well in establishing a new industry to aid the criminal justice system, it is now obsolete. The single burst signal is very weak and leads to numerous "false positives". 300MHz systems send a single signal, which is subject to interference from competing transmissions. The problems inherent in this technology will only increase as our airwaves become more crowded as the world increasingly "goes wireless".

Many monitoring systems still use **OBSOLETE** 300 MHz radio technology. This technology often causes false leave and return signals, which the Managing Officer has to verify. Unfortunately, this high incidence of false signals wastes time, adds unnecessarily to workload, and leads many to **question the value of all house arrest programs**. It has been **reported** that the recent murder of a Dallas police officer as he was trying to serve a warrant was the result of a false positive. The probationer **REPORTEDLY** committed the crime while the equipment (300MHz) reported him to be home. **WHEN AN OFFICER IS ASKED TO PUT HIS/HER LIFE ON THE LINE, DOESN'T IT MAKE SENCE TO USE THE BEST EQUIPMENT AND NOT NECESSARILY THE LOWEST BIDDER?** Another incident involving 300MHz equipment happened in Harris county. This one referred to as "The Whataburger Incident". The **value of a quality system is increasing daily**.

**CURRENT TRAKTEK SYSTEM USING 900MHZ.**



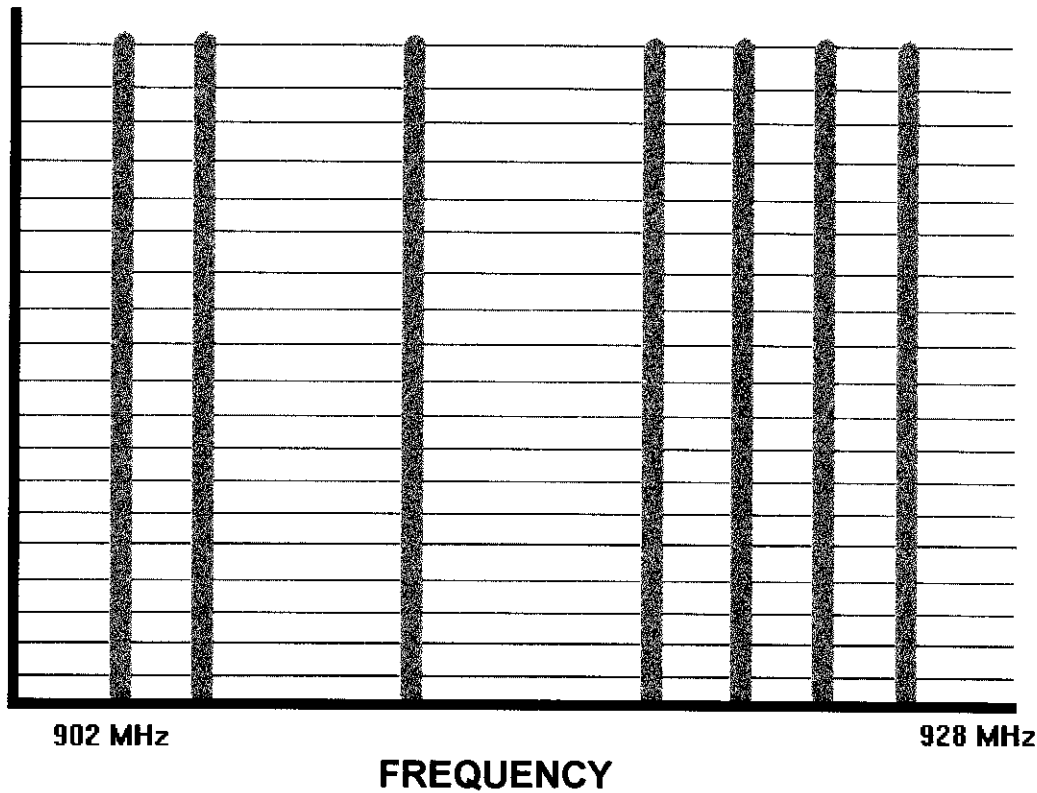
### FREQUENCY

The above picture represents 900MHz technology currently being used by both Traktek and ASC. The redundant information over two broadband channels eliminated nearly all false leave signals. As you can see the signal frequency band is much more effective because of penetration. Many companies must be extremely careful in placing the receiving unit around mirrors, large metal appliances, and in trailer houses. By using 900MHz technology, you eliminate this problem. Paging companies use only 900MHz because nothing else is so dependable.

**In the early years, Traktek experimented with many features and had their share of problems, but experimentation (R&D) was the only way to advance technology. The current Traktek system is by far the MOST RELIABLE system on the market. Part of the problem with technological advancement is having to compete for lowest bid, which decreases the ability to put any funds into R&D.**

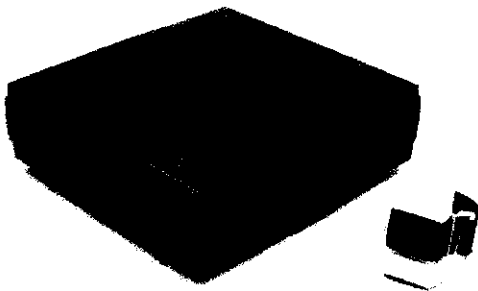
The next generation {**Spread Spectrum**} of 900MHz technology is so new, it is just being released. As you can see from the picture, the signal is redundant to the extent that a false positive is virtually impossible.





Spread Spectrum sends redundant information on a multitude of channels to eliminate false signals. This is the most reliable House Arrest system available.

The Traktek Trak 900 transmitters are equipped with a tamper resistant band. Tamperers are detected by the IMU (In-home Monitoring Unit) **immediately** when tamper occurs with transmitter in range of the IMU. tamperers are detected immediately upon arrival when transmitter is tampered.



C.S.S. is the authorized dealer for Watch Patrol also. We feel that the current GPS systems are unreliable because when the offender walks into a building out of sight of the satellite, the communication ceases. C.S.S. can provide tracking using the new Watch Patrol "tracking" and Watch Patrol RF.

Random Tracking is a patented, tamper resistant electronic device that is worn by a participant like a wristwatch. At seemingly random times, **Watch Patrol** signals the participant, with a beeping alarm, to call a central monitoring station from any nearby telephone using a 1-800 number. The participant's location is automatically

established using Caller ID. The participant's identity is verified by pressing the **WATCH PATROL** face and holding it to the telephone, whereby it generates a beeping code to the central monitoring station. Each call automatically compares the condition of the tamper proof strap, identifies the participant, and determines if the location matches one of the approved locations provided by the officer at enrollment. The number of random alarms per day and an optional quiet period can easily be programmed by the officer.



**Scheduled Contacts**-As an addition or alternate to Random Tracking, **WATCH PATROL** can be used to automate scheduled contacts. Once **WATCH PATROL** has been installed, the officer can order the participant to initiate additional check-in calls by activating the **WATCH PATROL** unit at specified times from specified locations. This enables program staff to establish standards for participant-initiated reporting based on agreed-upon times, movements, and attendance at required locations.

**Features:**

- Smallest transmitter/tracking device available
- No in-home equipment required (optional for RF)
- Fiber-optic, tamper-proof strap
- 18-month battery life
- Battery deactivates without disassembly
- Reusable strap.

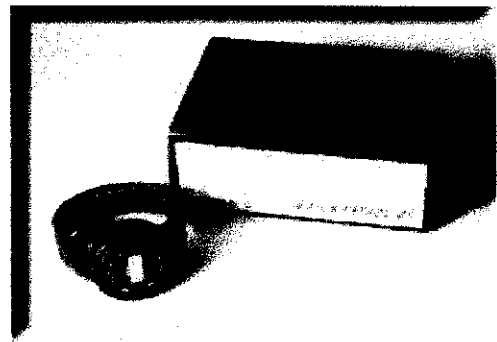
**WATCH PATROL RF**

**Continuous Signaling Electronic Monitoring Random Tracking, and Scheduled Contacts**

**Continuous Signaling-** **WATCH PATROL RF** includes all features of **WATCH PATROL** with the addition of a radio frequency (RF) transmitter integrated in the watch and an optional companion Home Monitoring Unit (HMU), which incorporates an RF receiver.

The HMU actively listens for the transmitter's signal and reports information to the central monitoring station on movements of the transmitter and tampering with the system. The central monitoring station automatically compares these events against the participant's curfew schedule and initiates notifications as required by the officer. The HMU utilizes stored voice technology, providing verbal instructions to the officer and participant during installation and monitoring. This simplifies installation so participants can self-install the HMU, reducing officer field time and increasing officer safety.

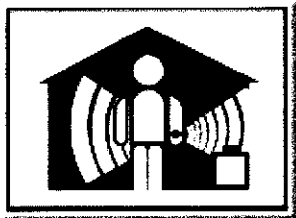
**The addition of Continuous Signaling technology makes WATCH PATROL RF the most flexible and comprehensive technology available for electronic monitoring of participants with Continuous Signaling while at home and Random Tracking and Scheduled Contacts while away.**



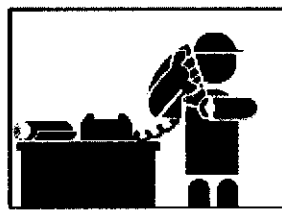
**Features:**

- Optional companion Home Monitoring Unit (HMU)
- Talking HMU provides verbal instructions
- Intelligent HMU has NO keys, lights, or beeping alarms
- 48-hour battery backup
- 1000-event memory
- Selectable range and event reporting management.

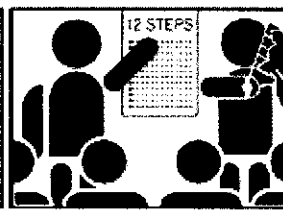
Monitoring at home



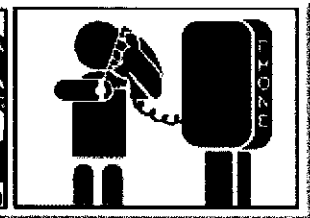
At Work



At Classes



On the road



You know where they are when they are not at home, TOO!

C.S.S. Inc. expects to maintain replacement parts adequate for the proper provision of on call service.

C.S.S. Inc. expects to maintain and replace defective parts within 24 hours of notification of a problem.

C.S.S. Inc. services all parts and supplies provided by C.S.S. Inc.

C.S.S. Inc. agrees to notify CSCD Director of any alterations in product manufacturing.

C.S.S. Inc. agrees to offer any enhancements at the same cost to CSCD as to the general trade.

C.S.S. Inc. will provide copy of product liability upon acceptance of bid award. Both Traktek and ASC provide product liability.

See "Exhibit A", section 7.) sample contract. C.S.S. Inc. holds agency harmless, but asks for assistance in collecting restitution for lost and damaged equipment.

**EQUIPMENT SPECIFICATIONS:**

As discussed in section above marked "STANDARDS FOR SERVICE", C.S.S. Inc. provides only 900MHz equipment which is the most reliable equipment available. C.S.S. Inc. owns all of the monitoring equipment it uses, and C.S.S. Inc. chooses to purchase only the highest quality equipment. Many new bells and whistles have been added by other companies which can be easily fooled, but the consistent reliability of Traktek cannot be repudiated. I have chosen to only deliver quality products and not ineffective bells and whistles such as "dual tamper" which must be in proximity of skin. This dual tamper sounds good but can easily be "fooled" by sliding transmitter off hand and onto soft drink can without showing tamper. If C.S.S. Inc. is awarded contract, and equipment is proven to be unreliable, I would suggest contract be awarded to next closest bidder.

Correctional Security Services  
Page Six

All tamper bands complete a circuit that when broken, will send cause transmitter to send a signal indicating transmitter tamper. This signal is immediately sent from transmitter.

Traktek transmitters are tested and proven to be waterproof. If transmitter damaged from client abuse, water damage could cause transmitter to become defective. All equipment issued from C.S.S. Inc. will be in top working order when shipped.

No secondary method of verification is needed with the aforementioned 900MHz technology.

*CRD TW* The "Drive-by" will be provided as a part of this proposal. The Traktek "Autolog" is one of the most modern and easiest to operate in the industry. The Autolog can be charged from any A/C and will then operate for approximately three (3) hours on it's own power.

C.S.S. Inc. will provide and maintain a plain paper facsimile machine in the office of the Electronic Monitoring officer.

**LEVEL OF SERVICE REQUIRED:**

C.S.S. Inc. currently provides 24 hour a day, 7 days a week immediate notification of unauthorized absences/late arrivals. C.S.S. is a leader in innovative improvements in electronic monitoring of probationers. C.S.S. has advanced software that provides "Computer Direct Monitoring". As soon as any "unauthorized activity" is detected by the computer, it initiates a call to the "alpha numeric" pager (supplied by C.S.S.) and relays the violation call such as: **UNAUTHORIZED LEAVE; RAY DUNN; 12-28-97; 17:05**. This violation call normally reaches the officer's pager within two minutes of the actual occurrence. This eliminates possible operator error.

C.S.S. Inc. can provide verification on unauthorized absences/late arrivals, tampering, and equipment malfunctions and shall report such occurrences to the CSCD staff as directed.

C.S.S. sends facsimile copies of previous twenty four hour activity to each officer daily. On Monday, C.S.S. prints past week activity and sends via facsimile machine. The daily and weekly reports include ALL activities, authorized and unauthorized.

C.S.S. alerts all officers immediately of any interruptions in service, and will agree to forward information to CSCD within 24 hours.

C.S.S. stores all file information on computer disks and stores until needed. Any and all records pertinent to Williamson County CSCD will be available to Williamson County CSCD upon request. All data is destroyed after contract expires unless directed otherwise.

C.S.S. host computer is protected in a secured and monitored office. Access is limited to authorized personnel. Computer access has additional security to avoid unauthorized access. Host computer has multiple layers of access to assure no unauthorized access. IMU access to host computer is accomplished only by going to a receiver first. Receiver prohibits any access by hacker.

C.S.S. will provide hook-up service for CSCD within 24 hours of notification.

C.S.S. will provide disconnect service for CSCD within 24 hours of notification.

**SECURITY AND PRIVACY**

C.S.S. does not allow any unauthorized access to host computer, and no information is disclosed to ANY third party. Top priority is placed on confidentiality.

Confidentiality of offender records is not compromised. In the past five (5) years no records have been disclosed, lost, or viewed by anyone other than C.S.S. staff and/or supervising officer. Privacy guaranteed.

C.S.S. maintains records and will make available to supervising agency as requested. Records will be disposed as requested by contracting agency.

All C.S.S. employees currently understand confidentiality, but will be retrained by General Manager of C.S.S. Inc.

C.S.S. will notify CSCD Director immediately upon receipt of any legal process requiring disclosure of records of participants.

C.S.S. General Manager is available for testimony.

## DISCLOSURE OF INFORMATION

C.S.S. assures CSCD Director that information received by C.S.S. will be used only for the purpose of monitoring, and will not disclose information to anyone other than supervising officer unless directed otherwise.

C.S.S. assumes responsibility for confidentiality.

## TRAINING

C.S.S. offers training and re-training as needed.

C.S.S. is happy to provide three references.

Linda Smith, Director Midland County CSCD 915-688-1166

Richard Snow, Director Hutchinson County CSCD 806-273-0109

Richard Miles, Unit Manager, Williamson County CSCD 512-930-3239

Please see letter by Howell Williams former ISP officer Williamson County.

Many other references are available upon request.

C.S.S. bid price is as follows:

Full service including installation and retrieval of Traktek equipment from offender's home. **\$3.65** per unit per day, HOWEVER, C.S.S. will waive all charges to Williamson County if Williamson CSCD allows C.S.S. to collect from client. C.S.S. is serving some of the Municipal Courts in Williamson County on an offender paid basis. C.S.S. will collect an amount equal to the amount the offender earns per hour at his/her job ie. **John Smith is placed on electronic monitoring. John earns \$6.50 per hour. John is then charged \$6.50 per day for his electronic monitoring by C.S.S.. If John earns \$5.00 per hour, C.S.S. will asses a \$5.00 per day charge. This formula would save Williamson County approximately \$5,000.00 per month.**

Full service including installation and retrieval of ASC (spread spectrum) equipment from offenders home. **\$4.50 per unit per day**

### Tracking.

Random Tracking, and Scheduled Contacts using **WATCH PATROL** including installation and retrieval of equipment **\$4.50 per unit per day. The same offer applies here for offender paid monitoring. No charge to Williamson County if C.S.S. is allowed to collect from offender.**

Continuous Signaling Electronic Monitoring, Random Tracking, and Scheduled Contacts using **WATCH PATROL RF \$6.50 per unit per day. The same offer applies here for offender paid monitoring. No charge to Williamson County if C.S.S. is allowed to collect from offender.**

Sincerely:

C. Ray Dunn, President C.S.S. Inc.  
1-800-658-2054

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## COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT

THIRD FLOOR, WILLIAMSON COUNTY COURTHOUSE  
P. O. BOX 251  
GEORGETOWN, TEXAS 78627-0251  
PHONE: GEORGETOWN - (512) 930-4362

JOHN R. CARTER  
JUDGE 277th JUDICIAL DISTRICT

BURT CARNES  
JUDGE 368th JUDICIAL DISTRICT

BILLY RAY STUBBLEFIELD  
JUDGE, 28th JUDICIAL DISTRICT

RICK ZINSMEYER  
CSCD DIRECTOR

July 10, 1996

C.S.S. Ray Dunn

Dear Ray,

I have been involved with electronic monitoring programs since June 1990. Beginning in Walker County, Texas I started out on the Mitzubishi Visitel system. I came to Williamson County, Texas in June 1991 and began using Vorec and the VoiceNet system. I have also worked with other equipment on a trial basis such as Digital, B.I. and, Strategic.

Through my experience I have never been so stress free with my program since changing over to C.S.S. Carrying an average number of 45 people on electronic monitoring, we are able to do a better job as Community Supervision Officers. We worry less about equipment problems and focus more on the defendant's needs. The TrakTek receivers are dependable, the transmitters are truly tamper proof, and the customer service is of the highest quality. Your staff has always made us feel that we are a priority.

We expect more great things to happen since you recently installed the two in-house computers which allow immediate access to our client information. We can now enter client information from our office, have immediate access to data and, save hundreds of dollars in paper and facsimile costs.

Though the equipment is very dependable, it would not be the same without your staff. As with any equipment there will always be some problems, but I have always been able to depend on you guys to be there. After one phone call we do not worry about the same problem twice.

I would recommend C.S.S. to any agency involved in electronic monitoring. I want to personally thank you Ray, and your staff for the last few years of service and dependability. You and your staff go far beyond what is expected at times. Without your commitment to service my program would not be as successful as it is.

*Howell Williams* 930-3239  
Howell Williams, Community Supervision Officer

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**ELECTRONIC SERVICES AGREEMENT**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ between C. Ray Dunn Enterprises Inc. d/b/a Correctional Security Services, hereinafter referred to as Company, and \_\_\_\_\_ hereinafter referred to as Agency, agree to contract for the service of electronic monitoring.

**WITNESSETH**

Whereas, Company is a service provider of certain electronic monitoring services, and monitoring devices manufactured by various companies; and

Whereas, the Agency wishes to contract for services and or devices provided by Company for assistance in monitoring certain individuals designated by the Agency and according to the curfews or guidelines set forth by Agency for each client.

Now, therefore, in consideration of the foregoing premises and the mutual promises contained herein, the parties agree as follows;

1. Company will provide services and devices for the use of the Agency in the assistance to supervise "clients".
2. Company will provide orientation training, as needed, as well as refresher training and assistance to Agency.
3. Company will provide services which will include 24-hour, seven-days-per-week monitoring center and available trained personnel to:
  - A. Continually monitor the devices provided by Company or companies which Company contracts with, to provide services for Agency.
  - B. Continually act as a quality control to assure Agency that any and all devices and service continue to operate as promised by Company, and that any and all repairs and or replacements will be done in a timely manner as dictated by travel, and or manufacture availability.
4. Company will provide daily fax reports of any and all violations and will call officer in charge of each client as directed by Agency.
5. Agency agrees to pay C.S.S. \$\_\_\_\_\_ per day per client participation in the electronic monitoring program. Any additional items not directly involved in the electronic monitoring program, but requested by Agency and will be billed as ordered. All

**COMPANY /AGENCY  
AGREEMENT  
PAGE TWO.**

debts incurred will be paid by Agency within 30 days of receipt of bill. Agency agrees to contact Company immediately if any discrepancy occurs. Agency understands that any part of a day will be billed as a full day.

6. This agreement is for \_\_\_\_\_year(s) and will renew automatically unless either party gives thirty (30) days notice of cancellation during the contract.
7. Company agrees to hold Agency harmless from liability for damage to or loss of devices caused by "Offender" negligence or theft, providing Agency agrees to pursue all available remedies for recovery of devices or aiding Company by collecting restitution for lost, stolen, or damaged equipment. Agency agrees to pursue all available remedies under the law to assist in recovering devices or collecting restitution for lost, stolen, or damaged equipment.
8. Agency agrees to hold Company harmless from any liability for injuries to Offenders or Agency personnel which results from use of devices or services.
9. Agency agrees to hold Company harmless from liability that results from any activity of Offender. Agency understands and agrees that Company has no control over the selection of "Offenders" assigned to the devices and/or services provided by Company and, other than reporting violations detected by the devices and services, has no control over nor assumes any responsibility for the actions of the Offenders assigned by Agency or Judicial staff. Further, the Agency agrees to notify Company in writing, of each Offender to be placed on the devices or services and to place only those offenders who have been court ordered onto the devices or services pursuant to any order of the Agency. The Agency will, at the request of Company, provide copies of such orders to Company.
10. Company understands that this contract is subject to available funds from either the County, State, or TJPC.
11. Company agrees to notify agency on violations of offenders being monitored by:  
**Daily fax report, and Alpha Numeric Pager.**



COMPANY / AGENCY  
AGREEMENT  
PAGE THREE

12. Company reserves the right to assign benefits of this agreement for financing purposes, and will inform Agency of assignment. Agency agrees to make all payments for invoices to Company and/or assignee if requested by Company.

IN WITNESS WHEREOF, the parties have executed this agreement this

\_\_\_\_\_

day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
AGENCY

\_\_\_\_\_  
COMPANY EXECUTIVE OFFICER

AGENDA ITEM # 19January 13, 1998\*Consider awarding, rejecting or extending bids for wrecker service for Sheriff's Department.

Assistant County Auditor Bob Space recommended awarding wrecker service for Sheriff's Department as follows:

Northwest	-	Jarrell Auto
Northeast	-	Glass Auto
Southwest	-	Cedar Park Wrecker

He advised the specifications had not been met by the bidders on the southeast side of Williamson County due to no facility location in the southeast quadrant of the county.

East and west is determined by Interstate 35 and north and south is determined by Highway 29.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To award Sheriff Office wrecker service bids as follows:

Northwest	-	Jarrell Auto at \$45.00 per haul
Northeast	-	Glass Wrecker Service at \$45.00 per haul
Southwest	-	Cedar Park Wrecker Service at \$37.50 per haul

Vote: Motion carried 3 - 0 with Commissioners Hays and Heiligenstein absent from the dais

AGENDA ITEM # 20January 13, 1998\*Consider awarding, rejecting or extending bids for office furniture.

Assistant County Auditor Bob Space requested a delay on award until January 20, 1998.

Moved: Commissioner Mehevec

Seconded: Commissioner Boatright

Motion: To delay awarding bid for office furniture until January 20, 1998.

Vote: Motion carried 3 - 0 with Commissioners Hays and Heiligenstein absent from the dais

**141**AGENDA ITEM # 21January 13, 1998\*Consider awarding, rejecting or extending proposal for paperless charting system for EMS.

EMS Director John Sneed advised the low bidder had been notified.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To award portable lap tops and software to Westec \$99,091.00 and the hardware to MicroAge for \$16,957.00.

Vote: Motion carried 3 - 0 with Commissioners Hays and Heiligenstein absent from the dais

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< Clerk copy here >