



Vendor Name:

---

**TARRANT COUNTY**  
PURCHASING DEPARTMENT

*JACK BEACHAM, C.P.M., A.P.P.*  
PURCHASING AGENT

*ROB COX, C.P.M., A.P.P.*  
ASSISTANT PURCHASING AGENT

**RFP NO. 2015-113**

**REQUEST FOR PROPOSALS  
FOR  
OFFENDER/DEFENDANT-PAID  
ELECTRONIC MONITORING SERVICES**

**PROPOSALS DUE JUNE 1, 2015  
2:00 P.M.**

**RFP NO. 2015-113**

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**RFP FOR OFFENDER/DEFENDANT-PAID ELECTRONIC MONITORING SERVICES**

**MANDATORY PRE-PROPOSAL CONFERENCE**

**In accordance with Section 262.0256 of the Texas Local Government Code, the County will hold a Mandatory Pre-Proposal Conference.**

**All Respondents must attend the scheduled Mandatory Pre-Proposal Conference to be held as follows:**

**DATE: WEDNESDAY, MAY 13, 2015**

**TIME: 3:00 P.M.**  
**LATE ARRIVALS WILL NOT BE PERMITTED TO ATTEND!**

**LOCATION: TARRANT COUNTY ADMINISTRATION BUILDING**  
**PURCHASING DEPARTMENT CONFERENCE ROOM**  
**100 E. WEATHERFORD, SUITE 303**  
**FORT WORTH, TEXAS 76102**

**Persons with disabilities requiring a special accommodation should contact James Bocks at (817) 884-1738 at least two (2) days prior to the Mandatory Pre-Proposal Conference.**

**RSVP: Vendors planning to attend the pre-bid conference should RSVP, in writing, via facsimile, no later than 5:00 p.m., Tuesday, May 12, 2015.**

**Send RSVP'S to James Bocks, at (817) 884-2629.**

**Questions from Respondents will be addressed at the Mandatory Pre-Proposal Conference. Any Respondent who submits a proposal without attending the scheduled Mandatory Pre-Proposal Conference does so at his own risk. Such Respondent who submits a proposal and does not attend the scheduled Mandatory Pre-Proposal Conference waives any right to assert claims due to undiscovered conditions.**

**Note: Late arrivals will not be permitted to attend the mandatory pre-proposal meeting. Anyone leaving prior to the conclusion of the meeting will be removed from the eligibility list and not permitted to submit a proposal.**

**RFP FOR OFFENDER/DEFENDANT-PAID ELECTRONIC MONITORING SERVICES**

Tarrant County is soliciting proposals for **OFFENDER/DEFENDANT-PAID ELECTRONIC MONITORING SERVICES** for **COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT (CSCD)**.

**BY MAIL VIA US POSTAL SERVICE**  
**THE ORIGINAL AND FIVE (5) COPIES**

**OF**  
**COMPLETED PROPOSALS**  
**MUST BE RECEIVED IN THE**  
**PURCHASING DEPARTMENT**  
**AT 100 E. WEATHERFORD, SUITE 303**  
**FORT WORTH, TEXAS 76196-0104**  
**ON OR BEFORE JUNE 1, 2015 AT 2:00 P.M.**

**BY COURIER, FEDERAL EXPRESS**  
**THE ORIGINAL AND FIVE (5) COPIES**

**OF**  
**COMPLETED PROPOSALS**  
**MUST BE RECEIVED IN THE**  
**PURCHASING DEPARTMENT**  
**AT 100 E. WEATHERFORD, SUITE 303**  
**FORT WORTH, TEXAS 76102**  
**ON OR BEFORE JUNE 1, 2015 AT 2:00 P.M.**

**All proposals, including a "NO BID", are due in the Purchasing Department by the due date in sealed envelopes or boxes.** All proposals must be clearly marked with the RFP Number, the name of the company submitting the proposal package, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. Original proposal must be clearly marked "ORIGINAL" and contain all original signatures.

**Any proposal received after the date and hour set for RFP opening will not be accepted. Respondent will be notified and will advise Tarrant County Purchasing as to the disposition by either pick up, return at Respondent's expense, or destroyed with written authorization of the Respondent.** If proposals are sent by mail to the Purchasing Department, the Respondent shall be responsible for actual delivery of the proposal package to the Purchasing Department before the date and hour set for RFP opening . If mail is delayed either in the postal service or in the internal mail system of Tarrant County beyond the date and hour set for the RFP opening, proposals thus delayed will not be considered and will be disposed of as authorized.

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Respondent guaranteeing authenticity. After the official opening, proposals become the property of Tarrant County and may not be amended, altered or withdrawn without the recommendations of the Purchasing Agent and the approval of Commissioners Court.

Tarrant County is exempt from Federal Excise and State Sales Tax. The County is not exempt from Surplus Lines Tax or Texas Stamping Tax. Therefore, only applicable taxes must be included in this proposal.

**No oral explanation by County officials or employees in regard to the meaning of the proposal specifications will be made and no oral instructions will be given before the award of the contract. Requests from interested Respondents for additional information or interpretation of the information included in the specifications and all questions should be directed in writing, via facsimile, to:**

**JAMES L. BOCKS, CPPB, SENIOR BUYER**  
**FAX: (817) 884-2629**

## RFP FOR OFFENDER/DEFENDANT-PAID ELECTRONIC MONITORING SERVICES

**All documents relating to this RFP including but not limited to, the RFP document, questions and their answers, addenda and special notices will be posted under the RFP number on the Tarrant County website and available for download by interested parties. No documents will be faxed or emailed after the initial Notice of Intent prior to RFP award. It is the Respondent's sole responsibility to review this site and retrieve all related documents prior to the RFP due date.**

**The deadline for receipt of all questions is 12:00 (Noon), Fort Worth time, Friday, May 15, 2015. After the question deadline, all questions and their answers will be posted on the website and available for download by interested parties after the deadline for questions.**

**All Proposal Response Forms must be fully completed and included in your response. Forms that have been retyped or altered may result in rejection of proposal. Detailed specifications have been provided and any deviations or exceptions must be referenced on the form provided. Unless deviations are specifically stated herein, services will be provided according to the specifications at no additional charge.**

This RFP is issued in compliance with the County Purchasing Act, Section 262.030. Negotiations shall be conducted with responsible vendor(s) who submit proposals determined to be reasonably susceptible of being selected for award.

**It is the Respondent's sole responsibility to print and review all pages of the RFP document, attachments, questions and their answers, addenda and special notices. The Proposal Signature Form must be signed and returned. Failure to provide signature on this form renders proposal non-responsive.** Failure to complete and submit all required forms, including but not limited to the Reference Page, Certification of Eligibility, Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire proposal.

**CONFIDENTIALITY:** Any material that is to be considered confidential in nature must be clearly marked as such and may be treated as confidential to the extent allowable in the Public Information Act. Pricing information is not considered confidential. Trade secrets or confidential information **MUST** be placed in a separate envelope marked "**CONFIDENTIAL INFORMATION**" and **EACH PAGE** must be marked "**CONFIDENTIAL INFORMATION.**" Tarrant County will make every effort to protect these papers from public disclosure as outlined in Texas Local Government Code, Section 262.030(c).

The Texas Public Information Act gives the public the right to request access to government information, subject to certain narrow exceptions. Tarrant County is an entity subject to this Act. Therefore, please be advised that your company's declaration that certain information submitted in response to an RFP is "confidential" will not be treated as such if the County receives a request for a copy of the RFP. The County will of course make every effort to inform your company of such a request and to provide you with an opportunity to object to the release of any proprietary information, but Tarrant County cannot and will not make an agreement to withhold information from the public contrary to the County's responsibilities under the Act.

## RFP FOR OFFENDER/DEFENDANT-PAID ELECTRONIC MONITORING SERVICES

Additionally, to the extent your response is incorporated into the contract, that contract will become an official record available for public inspection.

Proposals shall be opened so as to avoid disclosure of contents to competing Respondents and kept secret during the process of negotiation. All proposals that have been submitted shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such.

The successful Contractor shall defend, indemnify, and hold harmless Tarrant County from any and all liability or loss of any nature whatsoever arising out of or relating to the Contractor performing work on County premises, including, without limiting the generality of the foregoing coverage, any act or omission of the contractor, its agents, servants, employees, or invitees in the execution or performance of the contract.

**Continuing non-performance** of the vendor in terms of Specifications shall be a basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies 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.

The **contract may be terminated** by either party upon written thirty (30) days notice prior to cancellation.

Proposals will be considered irregular if they show any omissions, alteration of form, additions or conditions not called for, or irregularities of any kind. However, Tarrant County reserves the right to waive any irregularities and to make award in the best interest of the County.

Tarrant County reserves the right to accept or reject in part or in whole any proposals submitted and to waive any technicalities for the best interest of the County. Proposals may be rejected, among other reasons, for any of the following specific reasons:

1. Proposals received after the time limit for receiving proposals.
2. Proposals containing any irregularities.
3. Unbalanced value of any items.

Vendors may be disqualified and their proposals not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Vendors.
2. Reasonable grounds for believing that any Vendor is interested in more than one proposal for the work contemplated.
3. The Vendor being interested in any litigation against the County.
4. The Vendor being in arrears on any existing contract or having defaulted on a previous contract.
5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
6. Uncompleted work which in the judgment of the County will prevent or hinder the prompt completion of additional work, if awarded.
7. Respondents shall not owe delinquent property tax in Tarrant County.

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Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein, shall rest solely with the Respondent. Tarrant County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the Respondent to determine the full extent of the exposures.

The successful Respondent may not assign their rights and duties under an award without the written consent of the Purchasing Agent. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

**RFP FOR OFFENDER/DEFENDANT-PAID ELECTRONIC MONITORING SERVICES**

**SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

1. **Contract Terms:** Successful Respondent(s) will be awarded a contract, effective September 1, 2015 through August 31, 2017. At Tarrant County's option and approval by the vendor, the contract may be renewed for three (3) additional twelve (12) month periods, as further explained in Renewal Options. **Prices must remain firm for the entire contract.**
  
2. **Renewal Options:** Tarrant County reserves the right to exercise an option to renew the contract of the vendor for three (3) additional twelve (12) month periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If the County exercises the right in writing, the vendor shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the vendor in complete form within the time specified, the County will rescind its option and seek a new solicitation.
  
3. **SECONDARY/ALTERNATE AWARD:** Secondary or alternate vendors serve in a backup capacity only. In the event the primary is unable to honor the terms and conditions of the contract, the secondary vendor may be called. If the secondary vendor is unable to honor the terms and conditions of the contract the alternate may be called. The primary vendor is the first contact. Use of the secondary or alternate must be approved, in writing, by the Tarrant County Purchasing Agent or his designee.
  - 1) In the event the secondary or alternate vendors are called upon, they will offer the goods and services at the bid prices, or better. Any attempt to increase the original bid price may be cause to remove the vendor from the contract. This in no way negatively affects the status of the primary vendor.
  - 2) If the secondary or alternate vendor represents themselves as the primary vendor without written authorization from the Tarrant County Purchasing Agent, or his designee, the secondary or alternate vendor may be removed from the contract. Would you, the Bidder, be willing to accept a secondary/alternate award based on the above?  

\_\_\_\_\_Yes    \_\_\_\_\_No



**SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

4. **Criminal Background Check:**

**Certain contracts may require vendors to enter sensitive security areas. These include, but are not limited to, Tarrant County Sheriff's Department, Tarrant County Courts, Tarrant County District Attorney's Offices, Tarrant County Information Technology, etc.**

**If a particular contract requires your personnel to enter such a location the following could apply.**

- A. The successful Respondent shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on Tarrant County property.
- B. Vendor personnel who perform work on Tarrant County property must submit to and pass a Sheriff's Department Criminal Background Check. That status must be maintained by all vendor personnel entering County buildings for the duration of the contract.
- C. Criminal Background checks conducted by your firm may or may not be acceptable to certain departments depending on their particular requirements. The County reserves the right to conduct additional Criminal Background Checks as it deems necessary.
- D. Award of a contract could be affected by your firm's refusal to agree to these terms. Award could also be affected if your firm is unable to supply personnel who can pass a Criminal Background Check.

**Note: The Criminal Background Check applies to the individual and not the Company.**

# RFP FOR OFFENDER/DEFENDANT-PAID ELECTRONIC MONITORING SERVICES

## STATEMENT OF WORK

### I. STANDARD CONTRACT PROVISIONS

- A. Any Agreement between Tarrant County, CSCD and Vendor to provide Electronic Monitoring Services under the terms of this RFP will contain the following standard provisions:
1. Operational Plan: The proposal submitted in response to the RFP as finally negotiated becomes the Operational Plan by which the Vendor will be audited.
  2. Legal Status: Vendor (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein; (2) is duly qualified to conduct business in the State of Texas; and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted.
  3. Authorization: The making and performance of this agreement has been duly authorized by all necessary action and will not violate any provision of current law or Vendor's charter or by-laws. The agreement has been duly executed and delivered by Vendor and, assuming due execution and delivery by CSCD, constitutes a legal, valid, and binding agreement enforceable against Vendor in accordance with its terms.
  4. Taxes: Vendor has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings.
  5. No Child Support Owing: In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of Vendor and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006, Family Code, Vendor certifies that it is not ineligible to receive the payments and acknowledges that this agreement may be terminated and Payments may be withheld if this certification is inaccurate.

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6. Non-Discrimination: In the performance hereof, Vendor warrants that it shall not discriminate against any employee, subcontractor, or offender/defendant on account of race, color, disability, religion, sex, national origin, age, or those who have or are perceived to have a disability because of AIDS or HIV infection, antibodies to HIV, or infection with any other probably causative agent of AIDS. Vendor shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor.
7. Non-Collusion: Vendor warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this agreement with CSCD, and Vendor has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, CSCD shall have the right to terminate this agreement without liability or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.
8. Duties and Obligations: Vendor shall provide the Services at the Facility(ies) in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter affected or implemented, and in accordance with the Operational Plan, if required. The Operational Plan shall contain procedures for assumption of Services by CSCD in the event of Vendor's bankruptcy or inability to perform its duties hereunder.
9. Visitation by State Employees: Vendor shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the CSCD and/or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the Vendor.
10. No Subcontractors: No subcontractor may be utilized by Vendor unless CSCD has furnished prior written approval.
11. Confidentiality: When applicable, records of identity, diagnosis, prognosis, or treatment of any offender/defendant through this agreement shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the offender's/defendant's written consent as documented by a signed information release form. Vendor shall notify CSCD in writing if any legal process requires disclosure of an offender's/defendant's record and shall obtain written acknowledgment of same from CSCD's Authorized Representative.

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12. Termination at Will: Either party may terminate this agreement for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. CSCD's only obligation for terminating this agreement pursuant to this section shall be the payment to Vendor of Payments earned hereunder up to the date of termination. Vendor's only obligation for terminating this agreement pursuant to this section shall be to provide Services until the date of termination. Neither Vendor nor CSCD shall thereafter be entitled to any other compensation.
13. Governing Board Responsibility. The appropriate governing board or entity of Vendor shall bear full responsibility for the integrity of the Program Budget, where required, including accountability for all Payments, compliance with CSCD policies, and applicable federal and state laws and regulations. Ignorance of any agreement provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.
14. Remuneration: Staff of Vendor shall not pay or receive any commission, consideration, or benefit of any kind related to the referral of an offender/defendant for treatment or engage in fee-splitting with other professionals.
15. Audits: Vendor agrees to furnish CSCD and/or TDCJ with such information as may be required relating to the Services rendered hereunder. Vendor shall permit CSCD to audit and inspect records and reports and to evaluate the performance of Services at any time. Vendor shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with CSCD in its performance of random or routine audits to determine the accuracy of Vendor reports.
16. Disclosure: Vendor is required to immediately or timely, as the case may be, disclose to CSCD and TDCJ-CJAD the following:
  - a. If any Person who is an employee or director of Vendor is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall provide to CSCD and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;
  - b. If any Person who is an employee, subcontractor, or director of Vendor is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;

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- c. Report any actions or citations by federal, state, or local governmental agencies that may affect Vendor's licensure status or its ability to provide Services hereunder.
17. Default by VENDOR: Each of the following shall constitute an Event of Default on the part of Vendor:
  - a. A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of Vendor of written notification thereof;
  - b. (1) admit in writing its inability to pay its debts; (2) make a general assignment for the benefit of creditors; (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order; (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy; or, and
  - c. The discovery by Tarrant County or CSCD that any statement or representation of warranty in this agreement is false, misleading, or erroneous in any material respect.
18. Remedy of CSCD: Upon the occurrence of an Event of Default by Vendor, CSCD shall notify Vendor of such Event of Default, and subject to the time provisions of Section 20 hereof, CSCD shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of Offenders/Defendants; (b) suspend payment; (c) taking action to cure the Event of Default, in which case CSCD may offset against any Payments owed to Vendor all reasonable costs incurred by CSCD in connection with its efforts to cure such Event of Default; and (d) termination and removal of Vendor as provider of Services.
19. Insurance: Vendor shall provide an adequate plan of insurance that provides: (1) coverage to protect CSCD and the State against all claims, including claims based on violations of civil rights arising from the Services performed by Vendor; (2) coverage to protect the State from actions by a third party against Vendor or any subcontractor of Vendor; and (3) coverage to protect the State and Vendor with the amounts and coverages as required by law, in accordance with the following:

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- a. Claims that may arise out of or result from Vendor's actions/omissions/operations hereunder, whether such actions/omissions/operations are by Vendor or by a subcontractor of Vendor, or by anyone directly or indirectly employed by or acting on behalf of Vendor or a subcontractor where liability may arise for:
    - 1) Claims under workers compensation disability benefits, and other similar employee benefit actions;
    - 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any Vendor employees;
    - 3) Claims for damages because of bodily injury, sickness or disease or death of any Person other than Vendor's employees;
    - 4) Claims for damages insured by usual personal liability coverage that are sustained by (a) any Person as a result of an act directly or indirectly related to the employment of such Person by Vendor, or by (b) any other Person;
    - 5) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from;
    - 6) Claims for damages based on violations of civil rights;
    - 7) Claims for damages arising from fire and lightning and other casualties.
  - b. The insurance required by this section shall be written for not less than any limits of liability specified by Tarrant County or CSCD or required by law, whichever is greater, and shall include contractual liability insurance as applicable to Vendor's obligations hereunder. In any event, Vendor shall maintain liability coverage in amounts not less than \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death, and \$100,000 for each single occurrence for damage to or destruction of property.
  - c. Certifications/policies of insurance shall be filed with Tarrant County prior to execution hereof. These certificates/policies shall contain a provision that coverage afforded under the policies shall not be canceled until at least thirty (30) days prior written notice has been given to Tarrant County and CSCD.
  - d. Compliance with the foregoing insurance requirements shall not relieve Vendor from any liability under the indemnity provisions.
20. Indemnification: Vendor shall indemnify and save the CSCD, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas, and its officers, agents and employees (hereinafter,

## RFP FOR OFFENDER/DEFENDANT-PAID ELECTRONIC MONITORING SERVICES

collectively referred to as the "State") harmless from and against any and all claims arising from the conduct, management or performance hereof, including, without limitation, any and all claims arising from any condition herein or arising from any breach or default on the part of Vendor in the performance of any covenant or agreement on its part to be performed, or arising from any act of negligence of Vendor, or licensees or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought against the State by reason of any such claim. In any such action brought against the State, Vendor, upon notice from the State, shall defend against such action or proceeding by counsel satisfactory to the State, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of CSCD, the State, or their respective agents, contractor, employees or licensees contributed in part to the loss or damage indemnified against.

21. Independent Contractor: Vendor is associated with CSCD only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, Vendor is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for CSCD, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas and its offices, agents and employees (hereafter, collectively referred to as the "State") whatsoever with respect to the indebtedness, liabilities, and obligations of Vendor or any other party. Vendor shall be solely responsible for (and CSCD shall have no obligation with respect to) payment of all Federal Income, F.I.C.A., and other taxes owed or claimed to be owed by Vendor, arising out of Vendor's association with CSCD pursuant hereto, and Vendor shall indemnify and hold CSCD harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because or, incident to, or otherwise with respect to any such taxes.
22. Inconsistencies: Where there exists any inconsistency between this Agreement and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

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23. Severability: Each paragraph and provision hereof is severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
24. Prohibition Against Assignment: There shall be no assignment or transfer of this agreement without the prior written consent of both parties.
25. Law of Texas: This agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered.
26. Notices: All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.
27. Entire: This agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understanding have been merged into this written agreement. No other prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.
28. Amendment: No changes to this agreement shall be made except upon written agreement of both parties.

### II. PURPOSE

- A. It is anticipated that the Community Supervision and Corrections Department of Tarrant County (CSCD) will continue the use of Electronic Monitoring Services as a supervision tool for offenders/defendants and as an alternative measure for sentencing, confinement and possible revocation.
  1. It is the expressed intent of CSCD to award a contract to the Vendor that best meets the evaluation factors in section XIII.
  2. **Tarrant County and CSCD are under no obligation to pursue contract negotiation or make an award.**

### III. STANDARDS FOR SERVICE

#### A. VENDOR ACCESSIBILITY

1. The Vendor shall provide a single point of contact for the services identified in this RFP. CSCD reserves the right to speak with other individuals associated with the Vendor including, but not limited to, subcontractors.



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2. The Vendor shall provide documentation in their response to this RFP if they will be entering into sub-contractual relationships or partnerships for the provisions of any services requested in this RFP. This documentation shall include the name, address, and contact person of the potential sub-contractor. CSCD will evaluate the subcontractors as part of the Vendor's RFP. Please use Subcontractor form on page 46.

### B. PROVISION OF EQUIPMENT AND SERVICES

1. All equipment proposed for use for Electronic Monitoring Services must be provided (including shipping, storage, and installation), serviced, and maintained by the Vendor for the term of the contract.
2. All Electronic Monitoring Services proposed or required by the proposal must be provided by or through the Vendor.
3. The Vendor shall provide a set of all necessary tools and supplies for each monitoring location for minor replacement and/or adjustments.
4. The Vendor shall establish a program to provide translation services for non-English speaking offenders/defendants. Forms must be available in English and Spanish.
5. The Vendor shall repair and/or replace defective or malfunctioning parts and/or equipment within one (1) hour and a half after the notice or knowledge of a malfunction or failure. The Vendor shall notify CSCD, as applicable, immediately upon completion of the repair and/or replacement. CSCD shall not be responsible for the maintenance and/or replacement of damaged or lost unit(s) caused by malfunction, negligence and/or intentional damage. **The Vendor shall not charge CSCD for any units.**
6. The Vendor must have a monitoring center within a one (1) hour drive of the Tarrant County CSCD Central office located at 200 West Belknap, Fort Worth, Texas 76196. CSCD provided office space as part of this RFP is only to be used for services associated with this RFP between the hours of 7:30 a.m. and 5:00 p.m., Monday through Friday. The vendor's monitoring center shall be utilized to provide service outside the hours above.
  - a. The Vendor should clearly indicate in its response to this RFP.
    - 1) Full physical address and telephone number of the monitoring center.
    - 2) The number of miles monitoring center is from the CSCD Central office location
    - 3) The vendor shall have adequately trained staff at the monitoring center.

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- 4) The Electronic Monitoring Device shall be serviced as needed or as requested by CSCD or by Tarrant County Judiciary, seven-days-per week, twenty-four hours per day (7x24).

### C. EQUIPMENT CHANGES/UPGRADES

1. Any alterations in product manufacture or fabrication, or any proposed use of substitute equipment will require prior approval by CSCD.
2. When a manufacturer of the equipment being used by CSCD under the terms of any agreement with CSCD makes improvements or upgrades to any equipment being provided under such agreement, the Vendor shall make those improvements or upgrades available to CSCD immediately and without cost to CSCD. Any such improvements and/or upgrades must be tested by CSCD and/or the Vendor and also approved by CSCD prior to being implemented or introduced.
3. The alert time for any widespread known recall or malfunction shall be one (1) business day.

### D. SERVICES

1. The Vendor must establish and maintain a seven-days-per week, twenty-four hours per day (7x24) toll free telephone number for customer service access. A voicemail service is insufficient. Any subcontractor being used as part of this RFP must also establish and maintain a seven-day-per week, twenty-four hours per day (7x24) toll free number for customer service access. A voicemail service is insufficient.
2. In combination with the Electronic Monitoring Services the Vendor shall provide "Offender/Defendant management" or "case management" services, which shall include, but not limited to, the following:
  - a. Vendor employee(s) on-site at CSCD during normal CSCD business hours whose duties shall include but not limited to:
    - 1) Daily receipt, review, interpretation and distribution of all Electronic Monitoring reports for CSCD offenders/defendants. Vendor's employee(s) shall be responsible for verifying any violation(s) and notifying CSCD, through the offender's/defendant's assigned supervision officer or CSCD after-hours "on call" officer of any violation(s).

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- 2) Verifying offender/defendant's contact information, and proper functionality of offenders'/defendants' installed Electronic Monitoring equipment during CSCD office visits as applicable.
  - 3) Providing court testimony, either in person or written, as requested or required.
  - 4) The Vendor shall bear any expense in providing necessary equipment and services for on-site employee(s), including but not limited to office supplies, computer(s), laptop(s), computer monitor(s), printer(s), copier(s), all computer accessories, as well as any necessary software, furniture, telephone(s), phone service, or internet service.
  - 5) The Vendor shall collaborate with CSCD to determine further duties/responsibilities for on-site Vendor employee(s).
- b. Conducting offender/defendant orientation on Electronic Monitoring Device(s) operational requirements, and enrolling offender(s)/defendant(s) into the program.
  - c. Collecting offender/defendant payments for service.
  - d. Providing and maintaining a database computer system to enroll offenders/defendants, monitor their activities, and otherwise operate the offender/defendant case management system, which has the ability to provide custom report to CSCD. This database system should ensure access to offender/defendant information is restricted to only those persons so designated by CSCD.

**NOTE: CSCD must approve vendor employee prior to employee's start date.**

3. The Vendor shall provide monitoring seven-days-per week, twenty-four hours per day (7x24). Vendor must adhere to Tarrant County CSCD Electronic Monitoring procedures as outlined below.
  - a. During normal CSCD business hours Procedures by event/alert/violation type:
    - 1) Strap Violation/Tamper for Active Tracking:
      - a) Vendor shall attempt to contact the offender/defendant within fifteen (15) minutes using all phone numbers available. If contact is made, vendor shall instruct offender/defendant to report immediately to the vendor to have the device inspected and replaced if needed. If no contact is made, proceed to step b).

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- i. If the offender/defendant reports to vendor as instructed, vendor shall inspect the device. If the device needs to be replaced, vendor shall replace. Pictures of the device/strap and a written report shall be provided to CSCD by 8:00 a.m. Central Standard Time the following morning. The report shall include at a minimum a statement describing the condition of the device/strap, including whether the device demonstrated conditions consistent with tampering.
  - ii. If the offender/defendant does not report to the vendor within one hour, vendor shall check tracking points, and contact CSCD officer.
- b) Vendor shall notify Tarrant County CSCD officer using the phone numbers provided by CSCD, within fifteen (15) minutes.

### 2) Strap Violation/Tamper for Passive Tracking:

- a) Vendor shall attempt to contact the offender/defendant using all phone numbers available. If contact is made, vendor shall instruct offender/defendant to report immediately to the vendor to have the device inspected and replaced if needed. If no contact is made, proceed to step b).
- i. If the offender/defendant reports to vendor as instructed, vendor shall inspect the device. If the device needs to be replaced, vendor shall replace. Pictures of the device/strap and a written report shall be provided to CSCD by 8:00 a.m. Central Standard Time the following morning. The report shall include at a minimum a statement describing the condition of the device/strap.

### 3) Exclusion Zone Violation Active Tracking:

- a) Vendor shall attempt to contact the offender/defendant within fifteen (15) minutes using all phone numbers available.
- i. If contact is made, the vendor shall instruct the offender/defendant to immediately leave the

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- zone. If the offender/defendant fails to immediately leave the exclusion zone, vendor shall notify Tarrant County CSCD officer immediately or no later than fifteen (15) minutes.
- ii. If no contact is made, the vendor shall notify Tarrant County CSCD officer.
  - iii. If the victim has chosen to be notified, vendor shall accomplish notification via text message.
- b) If contacted by the vendor, Tarrant County CSCD officer will attempt to contact the offender/defendant using all phone numbers available.
- i. If contact is made, CSCD shall question the offender/defendant about why they are in the exclusion zone and shall instruct offender/defendant to leave the exclusion zone immediately.
  - ii. CSCD officer will verify vendor's attempt to contact the victim in appropriate cases (see above).
  - iii. If no contact is made, CSCD officer shall notify CSCD supervisor and staff the case. After staffing and review of the case, if it is determined that court notification is needed, the case will be staffed immediately with a court officer or judge.
- 4) Dead Battery Violation for Active Tracking:
- a) Vendor shall attempt to contact the offender/defendant within fifteen (15) minutes using all phone numbers available.
    - i. If contact is made, the vendor shall instruct the offender/defendant to immediately charge the device. If the offender/defendant fails to immediately start the charging process, vendor shall notify Tarrant County CSCD officer.
    - ii. If no contact is made within fifteen (15) minutes, the vendor shall notify Tarrant County CSCD officer.

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- iii. The vendor is to notify the Tarrant County CSCD officer of the length of time the offender/defendant was not being tracked.
- 5) Dead Battery Violation for Passive Tracking:
  - a) Vendor shall notify Tarrant County CSCD by 8:00 a.m. Central Standard Time the following business day.
- 6) Motion No GPS and Unable to Connect for Active, and Passive Tracking:
  - a) Vendor shall check location, if location is documented employment, or jail, no action needs to be taken.
  - b. If the offender's/defendant's location is not documented employment or jail, the vendor shall attempt to contact the offender/defendant using all phone numbers available. A minimum of three attempts within twenty (20) minutes to each phone number available should be made. If the offender/defendant remains in this status for more than six (6) hours without contact or reconnecting, the vendor is to notify Tarrant County CSCD officer immediately.
- 7) Curfew Violation for Active and Passive Tracking:
  - a) Vendor shall notify Tarrant County CSCD within one business day of any curfew violations.
- b. Procedures by event/alert/violation type after hours:
  - 1) Strap Violation/Tamper for Active Tracking:
    - a) If a **single strap alert** is received **and clears** without further alerts, Vendor shall attempt to contact the offender/defendant within fifteen (15) minutes using all phone numbers available. **If contact is made**, vendor shall instruct offender/defendant to report immediately to the vendor to have the device inspected and replaced if needed.
    - i. If the offender/defendant reports to vendor as instructed, vendor shall inspect the device. If the device needs to be replaced, vendor shall

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- replace. Pictures of the device/strap and a written report shall be provided to CSCD by 8:00 a.m. Central Standard Time the following morning. The report shall include at a minimum a statement describing the condition of the device/strap, including whether the device demonstrated conditions consistent with tampering.
- ii. If the offender/defendant does not report to the vendor within one hour, vendor shall check tracking points, and contact the CSCD after-hours officer.
- b) If a **single strap alert** is received and clears without further alerts, Vendor shall attempt to contact the offender/defendant within fifteen (15) minutes using all phone numbers available. **If no contact is made:**
- i. Vendor shall contact the CSCD after-hours officer within fifteen (15) minutes using the provided department phone numbers.
  - ii. If the offender/defendant reports to vendor as instructed, vendor shall inspect the device. If the device needs to be replaced, vendor shall replace. Pictures of the device/strap and a written report shall be provided to CSCD by 8:00 a.m. Central Standard Time the following morning. The report shall include at a minimum a statement describing the condition of the device/strap, including whether the device demonstrated conditions consistent with tampering.
- c) If an **unresolved/multiple strap alert** is received, Vendor shall attempt to contact the offender/defendant within fifteen (15) minutes using all phone numbers available. If contact is made, vendor shall instruct offender/defendant to report immediately to the vendor to have the device inspected and replaced if needed.
- i. If the offender/defendant reports to vendor as instructed, vendor shall inspect the device

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strap and a written report shall be provided to CSCD by 8:00 a.m. Central Standard Time the following morning. The report shall include at a minimum a statement describing the condition of the device/strap, including whether the device demonstrated conditions consistent with tampering.

- ii. If the offender/defendant does not report to the vendor within one hour, vendor shall check tracking points, and contact the CSCD supervision after-hours officer.
  - d) If an **unresolved/multiple strap alert** is received, vendor shall attempt to contact the offender/defendant within fifteen (15) minutes using all phone numbers available. **If no contact is made:**
    - i. Vendor shall contact the CSCD after-hours officer within 20 minutes using the provided department phone numbers.
  - e) Vendor shall provide a written report to CSCD by 8:00 a.m. Central Standard Time the following morning, including offender's/defendant's last known whereabouts and any further movement of the device.
- 2) Strap Violation/Tamper for Passive Tracking:
- a) Vendor shall attempt to contact the offender/defendant using all phone numbers available. If contact is made, vendor shall instruct offender/defendant to report immediately to the vendor to have the device inspected and replaced if needed. If no contact is made, proceed to step b).
    - i. If the offender/defendant reports to vendor as instructed, vendor shall inspect the device. If the device needs to be replaced, vendor shall replace. Pictures of the device/strap and a written report shall be provided to CSCD by 8:00 a.m. Central Standard Time the following morning. The report shall include at a minimum a statement describing the condition of the device/strap.
  - b) Vendor shall notify Tarrant County CSCD via email to be received by CSCD by 8:00 a.m. Central Standard Time the following business day.



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- 3) Exclusion Zone Violation Active Tracking:
  - a) Vendor shall attempt to contact the offender/defendant within fifteen (15) minutes using all phone numbers available.
  - b) If contact is made, the vendor shall instruct the offender/defendant to immediately leave the zone. If the offender/defendant fails to immediately leave the exclusion zone, vendor shall notify Tarrant County CSCD after-hours officer.
  - c) If no contact is made, the vendor shall notify the CSCD after-hours officer.
  - d) If the victim has chosen to be notified, vendor shall accomplish notification via text message.
- 4) Dead Battery Violation for Active Tracking:
  - a) Vendor shall attempt to contact the offender/defendant using all phone numbers available within fifteen (15) minutes.
    - i. If contact is made, the vendor shall instruct the offender/defendant to immediately charge the device. If the offender/defendant fails to immediately start the charging process, vendor shall notify Tarrant County CSCD officer.
  - b) If no contact is made, the vendor shall notify Tarrant County CSCD after-hours officer.
- 5) Dead Battery Violation for Passive Tracking:
  - a. Vendor shall notify Tarrant County CSCD by 8:00 a.m. Central Standard Time the following business day.
- 6) Motion No GPS and Unable to Connect for Active and Passive Tracking:
  - a) Vendor shall check location, if location is documented employment, or jail, no action needs to be taken.
  - b) If the offender's/defendant's location is not documented residence, employment or jail, the vendor shall attempt to contact the offender/defendant using all phone numbers available. A minimum of three attempts within twenty (20) minutes to each

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phone number available should be made. If the offender/defendant remains in this status for more than six (6) hours without contact or reconnecting, the vendor is to notify the CSCD after-hours officer immediately.

**NOTE: Upon award of contract CSCD will coordinate with Vendor to update procedures to include Vendor's titles for events/alerts/violations and CSCDs response for events/alerts/violations. CSCD further reserves the right to adjust procedures as needed.**

- c. CSCD will provide vendor with CSCD after-hours cell phone numbers that will be used by CSCD after-hours "on call" officers.
4. The vendor shall provide partial financial relief to Offenders/Defendants who apply for such assistance and who, at time of placement, are recipients of either food stamps under the Supplemental Nutrition Assistance Program, Supplemental Security Income due to age or disability or other Government assistance. CSCD will determine who qualifies for financial subsidy. The total number of qualified clients shall not exceed 10% of total overall active population. Daily cost to Offender/Defendant shall be reduced by 50%, and the enrollment/activation fee shall be waived. There will be a three (3) month cap per qualified client. If Vendor questions clients' eligibility, Vendor should contact CSCD. CSCD reserves the right to add future exceptions regarding offenders/defendants who shall be eligible for partial financial relief.
5. The vendor shall accommodate the service requirements of offender(s)/defendant(s) seven-days-per week, twenty-four hours per day (7x24).
6. With the issuance of this RFP, it is the expressed intent of CSCD to address the individual needs of offenders/defendants while providing maximum protection to the public as is practical.
7. The vendor shall waive installation fees for those offenders/defendants who are under service with another provider and are required to begin services with the vendor as a result of this RFP.
8. The vendor shall waive removal fees for those offender(s)/defendant(s) who are under service with another provider, are required to begin service with the vendor as a result of this RFP, and show proof that a removal fee was paid with previous vendor.

**NOTE: Vendor should clearly indicate in its response to the RFP, how the Vendor will meet service needs listed in this section.**

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### IV. ELECTRONIC MONITORING DEVICE

#### A. EQUIPMENT SPECIFICATIONS:

1. The Vendor shall provide all necessary equipment for active and passive tracking of an offender/defendant through the use of a Global Positioning System (GPS) allowing for the offender/defendant to be tracked seven-days-per week, twenty-four hours per day (7x24) within a maximum 100 foot radius of his/her actual location. Vendor should provide in its response to this RFP, actual radius capability of proposed device(s). Vendor should also include in its response to this RFP, their definition of Active Tracking and Passive Tracking.
2. At a minimum the EQUIPMENT should:
  - a. Be capable of setting up exclusion and inclusion zones into the GPS program to provide advance warnings for identified victims of offenders/defendants being monitored by the GPS.
  - b. Have multiple "Tamper Alarm" features (transmitter, strap, and receiver) and low battery alert.
  - c. Designed with dynamic memory storage and internal battery back-up with a minimum of twenty (20) hours of self-containment for continual monitoring in the event of power loss. Vendor shall include charging procedures for each proposed device.
3. The Vendor should provide complete technical specifications for each item of equipment proposed including tracking capabilities.

#### B. INFORMATION REQUIRED OF VENDOR

1. Vendor should include the following information in response to this RFP.
  - a. Name, title, telephone, and fax numbers of Vendor's contact person for all inquiries. The contact person shall be responsible for fielding all inquiries from Tarrant County and CSCD and providing the Vendor's response.
  - b. Business form of Vendor (e.g., corporation, partnership, sole proprietorship, etc.) if applicable.
    - 1) If a corporation, include the date and state of incorporation.
    - 2) Vendor's Tax Identification Number.
    - 3) Names and addresses of Vendor's principal officers, directors, and/or partners.
  - c. The name(s) and address(es) of the Vendor's insurance carrier(s), along with a statement(s) from Vendor's insurance carrier(s) that insurance as specified in Section I of the RFP is either in force and/or available upon Vendor's request.

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- d. List including address, telephone number, and number of offender(s)/defendant(s) served annually of public institutions or agencies to which the vendor provides or has provided similar services within the past five (5) years. **CSCD reserves the right to contact any public institution or agency on the list as additional references.**
- e. Information addressing any performance related litigation Vendor has been involved in over the last five (5) years.
- f. Information addressing any contract terminations Vendor has been involved in over the last five (5) years.
- g. The vendor should *clearly* indicate in its response which Electronic Monitoring Device options are being offered, including cost and other required information.
- h. The vendor should provide complete technical specifications for each item of equipment proposed.
- i. The vendor should provide in its response a detailed description of the service process including tracking capabilities.
- j. Vendor should provide in its response a list of all information the data base is able to capture, retain, store and report for each electronic monitoring device.

### V. DATA

#### A. COLLECTION:

1. The vendor shall have the ability to develop and maintain a database in which data from all Electronic Monitoring Devices are captured, retained, and stored.
2. All electronic monitoring data collected shall be available to CSCD for viewing and printing via the vendor's website within one business day of the vendor's receipt of the data.
3. At a minimum, the vendor's database shall be able to capture, retain, store and report for each Electronic Monitoring Device.
4. The vendor shall describe electronic monitoring equipment data downloading process in detail in response to this RFP.
5. The vendor should provide in its response a detailed description of how the vendor proposes to report data to CSCD.

#### EVALUATION:

1. Through the vendor's technology and data collection, the vendor must be able to conclude:

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- a. If offender/defendant entered into an exclusion zone.
  - b. If offender/defendant exited an inclusion zone.
  - c. A device circumvention or attempted device circumvention.
  - d. The offender's/defendant's battery has gone dead.
  - e. If a curfew violation occurred.
  - f. If there was a disruption in service for any reason. Vendor should list reasons service might be disrupted.
2. It is the vendor's responsibility to determine if a violation has occurred.

### C. REPORTING REQUIREMENTS

1. The Vendor shall comply with CSCD Electronic Monitoring Procedures. The Vendor shall collect and maintain reporting data in electronic format and be prepared to submit, upon request of CSCD, the data that supports the vendor's conclusions.
2. The format of all Electronic Monitoring reports provided by the Vendor shall be determined and/or approved by CSCD prior to use by the Vendor. The Vendor shall provide a sample of all reports available in response to this RFP.
3. The Vendor shall provide a monthly report listing the names, date of birth, and Tarrant County CID number for each offender/defendant on Electronic Monitoring Services at the beginning of each month to designated CSCD personnel.

### D. WEBSITE AND DATA TRANSFER

1. The Vendor shall have the ability to develop and maintain a secure, user-friendly website through which CSCD personnel may access all current and historical data for each offender/defendant's Electronic Monitoring Services. All aspects of the website, including but not limited to format, content and ease of use must be approved by CSCD. The Vendor shall bear all expenses of website development and maintenance.
2. The Vendor's website shall be secure, using the most current security practices, including individual user log-in identification prior to the display of any information. Encrypted transmission of all offender/defendant information and user log-in identification shall be required. The Vendor shall collaborate with CSCD to determine best practices for website encryption. CSCD will be the sole arbiter of any collaborative decisions. CSCD shall retain the right to require updates to the information to be included on the website, whether removing or adding information.

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3. Individual user accounts and passwords shall be provided to all designated CSCD personnel. The Vendor shall provide a contact person responsible for receiving and maintaining the list of active CSCD personnel. The Vendor shall collaborate with CSCD to determine the method of notification for newly hired or departed employees of CSCD needing user accounts. Departed CSCD employees shall have user names rescinded immediately upon separation from CSCD.
4. Within ninety (90) days of CSCD providing specifications, Vendor shall develop a method to electronically exchange data with CSCD's information system to include, but not limited to; installs, violations, and standard reports.

**NOTE: CSCD shall retain the right to require updates to the information to be included on the website, whether removing or adding information.**

### E. INSTALLATION AND TERMINATION OF SERVICE

1. The Vendor must enroll the offender/defendant in Electronic Monitoring Services and must have equipment issued to the offender/defendant the same day ordered or notification of CSCD staff. For offender/defendant that have transferred into Tarrant County from another County in Texas or another state, CSCD staff will notify vendor upon receipt of court order.
2. It is the Vendor's responsibility to insure the exclusion and inclusion zone are accurately entered into Vendor's system.
3. The Vendor shall terminate service immediately upon notification by CSCD, remove/retrieve equipment from offender/defendant within twenty-four (24) hours of notification, and respond to the CSCD with written confirmation of date of termination.
4. Non-Payment – Termination Notice. **Vendor will not terminate offender/defendant, deactivate or uninstall the Electronic Monitoring Device until CSCD or Court has authorized removal of the device.**
5. Vendor will only install and terminate services in CSCD office space during business hours of business days. Business hours and business days means 7:45 a.m. to 4:45 p.m., Monday through Friday, and excludes designated Tarrant County Holidays. Vendor may utilize monitoring center to complete services at any time.

### F. CONTINGENCY PLANS

1. The Vendor should provide in its response to this RFP all contingency plans and procedures developed to address loss of electrical power, loss of telephone services, or equipment/computer malfunction.

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2. The Vendor should provide in its response to this RFP a specific contingency plan for continuation of services if Vendor defaults on contract.

### VI. RECORDS RETENTION AND RECORDS BACK-UP PLAN

- A. The Vendor shall retain the Electronic Monitoring records of each offender/defendant for the duration of their period of community supervision, regardless of when the Vendor services are discontinued, plus an additional three (3) years past the expiration or revocation of community supervision.
- B. The Vendor shall have in place a records back-up system to recover records in the event of a disaster and/or catastrophic loss of data storage. This system shall be initially inspected and approved by CSCD and shall be made available for inspection at any time, as requested by CSCD.
- C. Vendor shall allow CSCD access to these records in their database beyond the scope of this contract if necessary to meet this requirement.

### VII. SECURITY AND PRIVACY

- A. The Vendor shall provide a statement of acknowledgement and detailed description of measures taken to insure compliance with and adherence to each of the following requirements of confidentiality:
  1. No unauthorized access to the system is allowed and no information shall be disclosed to any third party without the written authorization of CSCD by order of a court of competent jurisdiction.
  2. The confidentiality of offender/defendant records shall not be compromised.
  3. All data collected shall be saved in its original form and shall not be altered.
  4. Make available all records relating to an offender/defendant upon and in accordance with a written request by designated CSCD staff. Disclosure of records and discussion with staff members under this paragraph shall be on an "unrestricted communication" basis.
  5. The Vendor shall ensure that all persons having access to or custody of records understand and comply with the confidentiality requirements of this contract.
  6. The Vendor shall notify CSCD immediately upon receipt of any legal process requesting or requiring disclosure of any records of any offender/defendant.

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**VIII. DISCLOSURE OF INFORMATION**

- A. The Vendor shall provide a statement of acknowledgement and a detailed description of measures taken to insure compliance with each of the following requirements of disclosure:
  - 1. Any personal or monitoring information regarding the offender/defendant that is made available to the Vendor shall be used by the Vendor only for the purpose of providing Electronic Monitoring Services to CSCD, and shall not be divulged or made known in any manner to any person except as may be necessary to provide services as required by CSCD.
  - 2. The Vendor shall be responsible for protection of the confidentiality of each offender's/defendant's records and shall assure that all work is performed under the supervision of the Vendor or the Vendor's responsible employees.
  - 3. Each employee of the Vendor to whom the information may be available or disclosed shall be notified in writing by the Vendor that the information disclosed can be used only for specific purpose and to the extent necessary to accomplish the Electronic Monitoring services for the offender/defendant.

**IX. TRAINING AND ORIENTATION:**

- A. The Vendor shall agree to provide, at no additional cost to CSCD, full employee training regarding current services, interpreting the reports, web based services, etc., and any supplemental training as needed. Under this paragraph, training needs will be determined and approved by CSCD.
- B. The vendor shall agree to provide, at no additional cost to CSCD or offender/defendant, comprehensive offender/defendant training including but not limited to:
  - 1. The operation and proper maintenance of the Electronic Monitoring equipment.
  - 2. Monitoring Center location.

**X. TESTIMONY:**

- A. When requested, at no additional cost to CSCD and regardless of the offender's/defendant's county of original jurisdiction, Vendor must provide written documentation and/or testimony for any case currently or formerly supervised by CSCD. Vendor shall provide written documentation and/or testimony in any means requested including but not limited to; written digital or hard copy communications, formal affidavit, telephonic testimony, remote video testimony, or in-court testimony. Questions pertaining to reimbursement for testimony costs should be directed to the District Attorney or Defense Counsel requesting the testimony.



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### **XI. CRIMINAL HISTORY AUTHORIZATION FORM:**

- A. Vendor's employees and staff members located in the State of Texas, including support and other personnel who provide services or have access to information regarding services provided under this agreement, shall be subject to a criminal background investigation and acceptance by CSCD. Vendor will be required to furnish to CSCD the personal identification information, as well as signed release forms, for current employees/staff in the State of Texas within ten (10) days from the date of execution of any contract with CSCD and upon Vendor's selection of new employees/staff members.
- B. Vendor's employees and staff members not located in the State of Texas shall not be subject to a criminal background investigation and acceptance by CSCD. However, Vendor shall make available to CSCD, within ten (10) days from the execution of this agreement and upon Vendor's selection of new employees/staff members, a report on any criminal activity appearing as a result of the background investigation conducted by Vendor on current or new employees/staff members.
  - 1. If during the term of this agreement Vendor hires additional or replacement staff to provide services under this agreement, Vendor will forward to CSCD's Program Coordinator the name(s) of those additional or replacement staff within thirty (30) days of their assumption of duties.
- C. Vendor will immediately notify CSCD if any employee of Vendor is arrested during the term of this agreement. At the request of CSCD, Vendor's employees providing services or having access to information regarding services provided under this agreement, will be subject to a criminal history background check prior to CSCD's exercise of its option to renew the agreement for an additional 12 month period.
- D. Vendor will ensure that only those employees who have provided a signed release form, have had a criminal history background check, and have been accepted by CSCD, will be authorized to provide services for this contract.

### **XII. TRANSITIONAL PLAN**

- A. If the current contracted Vendor is not awarded a contract as a result of this RFP, the following will be CSCD's transitional plan to transition offenders/defendants from the current contracted Vendor to the newly awarded Vendor.
  - 1. From September 1, 2015 to September 15, 2015, the current contracted Vendor and the newly awarded Vendor will share the CSCD office space. Offenders/defendants will be scheduled to report by CSCD. The current contracted Vendor will remove their electronic monitoring device from the offender/defendant and the newly contracted Vendor will install their electronic monitoring device.

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- 2. Until transition is complete both Vendors will be responsible for the seven-days-per week, twenty-four hours per day (7x24) tracking of offender/defendant with their device.
- 3. Transition will be complete by September 15, 2015.
- 4. Awarded Vendor agrees that for future transition plans, the last ten (10) working days of the contract will be utilized as a transition period.

**XIII. EVALUATION FACTORS:**

A. CSCD will consider several evaluation factors, and will accept proposals from all responsible applicants. The objective of the CSCD is to enter into a contract with the Vendor who best meets the evaluation factors in this section. In considering the proposals, CSCD reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous including price per unit/month. An evaluation utilizing a numeric score will be used to review the proposals. The proposal review process may include an opportunity for an oral presentation by the proposer(s) before the Review Committee.

B. Following are questions to be answered. **A “NO” answer could result in complete rejection of proposal:**

- 1. Does the Vendor agree to adhere to Tarrant County CSCD Monitoring Procedures located on pages 13 – 28.

Yes \_\_\_\_\_ No \_\_\_\_\_

C. The evaluation factors and possible point values are as follows:

- 1. Vendor Qualifications and Experience..... **0 – 20**
  - a. Evidence of vendor’s previous accomplishment and experience in providing Electronic Monitoring Services within the last five (5) years.
  - b. Vendor’s qualifications (e.g., Experience/Licenses/Certifications of management and staff).
  - c. Past performance under previous/current CSCD contracts or as an approved service provider.
- 2. Responsiveness of the RFP Requirements and ..... **0 – 20**  
Specifications.
  - a. The manner in which the minimum requirements are met and the extent to which these requirements are exceeded.
  - b. Completion of all aspects and information asked for in this RFP and the attachments thereto.

**RFP FOR OFFENDER/DEFENDANT-PAID ELECTRONIC MONITORING SERVICES**

- c. Capabilities of the Electronic Monitoring Device.
  - d. Proposal Fee Schedule.
  - 3. Proposed Approach and Management ..... **0 – 25**
    - a. Vendor’s services – time required for service activation and termination; tamper resistance; equipment and ease of installation of the equipment; proposer’s maintenance of units; repair service time frames and inventory of repair parts for proposed equipment and monitoring procedures.
    - b. Vendor’s proposed data plan (collection, evaluation, reporting requirement).
    - c. Vendor’s proposed offender/defendant management or case management services.
      - 1) On-site employee
      - 2) Customer service access
    - d. Demonstration of Product and Services. (If required by Review Committee).
  - 4. References ..... **0 – 10**
    - a. Responses from references provided by Vendor from page 41 of RFP.
  - 5. Cost to offender/defendants ..... **0 – 25**
    - a. GPS (passive) Monitor – 5 pts.
    - b. GPS (active) Monitor – 20 pts.
- TOTAL SCORE ..... 100 POINTS**

**XIV. RIGHTS OF THE COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT:**

- A. The CSCD reserves the right to waive, change, add, or delete any terms or conditions of this RFP. CSCD reserves the right to reject any or all proposals or portions of proposals submitted in response to this RFP. All proposals become the property of CSCD. CSCD reserves the right to use, for its benefit, ideas contained in the proposals submitted. CSCD is not liable for any costs or any damages that may be incurred by a Vendor or prospective Vendor in the preparation, formulation, or presentation of a proposal. In case of ambiguity, disagreement or lack of clarity concerning any provision(s) of this RFP, CSCD may adopt an interpretation(s) most advantageous to CSCD. CSCD may, at its discretion, request Vendor to provide a demonstration of product and services to

## RFP FOR OFFENDER/DEFENDANT-PAID ELECTRONIC MONITORING SERVICES

CSCD and/or its designee(s) in support of their proposals. Upon review of proposals, CSCD may select the proposal(s) which in its judgment is (are) most advantageous to CSCD and thereupon select the Vendor with whom to negotiate a contract. Such determination shall be solely at the discretion of CSCD.

- B. Other departments or programs supported by the Tarrant County Purchasing Department may evaluate, for their purposes proposals submitted in response to this RFP, and/or after an award may contract with a vendor for Electronic Monitoring Services provided that:
  - 1. Each department or program shall enter into its own agreement(s) with the vendor to provide Electronic Monitoring Services and shall furnish CSCD with a copy of each agreement.
  - 2. Each vendor who provides and/or enters into a contract or agreement to provide Electronic Monitoring Services to a department or program other than CSCD shall offer to CSCD the option of accepting any of the same Electronic Monitoring Services at the same terms and prices as are offered to or provided to the other department(s) or program(s).
- D. Vendor awarded a contract through this RFP shall not employ a current CSCD employee on a full-time, part-time or temporary contract basis to perform services included in the agreement with CSCD.

### **XV. PRESENTATIONS/DEMONSTRATIONS:**

- A. The vendor(s) may be invited to provide an oral presentation/demonstration of the proposed solution to the evaluation committee.
- B. After the oral presentations/demonstrations, those vendors may be re-scored for all Evaluation Criteria categories except Price and References.
- C. Tarrant County reserves the right at its sole discretion to determine if oral presentation/demonstrations are in the best interest of the County. Tarrant County is under no obligation to request presentations/demonstrations.

### **XVI. BEST AND FINAL OFFER (BAFO):**

- A. The respondents presenting the proposals with the highest scores may be invited to prepare a Best and Final Offer for Consideration by the Evaluation Committee.
- B. Tarrant County reserves the right, at its sole discretion, to determine if pursuing BAFOs is in the best interest of the County. **The County is under no obligation to pursue BAFOS.**
- C. In the event the County elects not to pursue BAFOs, contract negotiation may be conducted based on final rankings.

## RFP FOR OFFENDER/DEFENDANT-PAID ELECTRONIC MONITORING SERVICES

### **XVII. CONTRACT NEGOTIATION:**

- A. The Tarrant County Purchasing Department may conduct contract negotiations along with representatives from CSCD.
- B. The County reserves the right, at its soled discretion, to determine if pursuing contract negotiation is in the best interest of the County. **The County is under no obligation to pursue contract negotiation.**

### **XVIII. PROHIBITED COMMUNICATION:**

- A. Any communication regarding this RFP with any Tarrant County elected official or judiciary; any member of the evaluation committee; any member of CSCD; is strictly prohibited. The only communication approved in this RFP, including the mandatory pre-proposal conference, faxed questions, and Demonstration of Product and Services (if required by Review Committee).
- B. The evaluation members include the following:
  - 1. Rene Smith, Operations Manager
  - 2. Lorraine Adams, Assistant Supervisor
  - 3. Tara Spinella, Assistant Supervisor
  - 4. Disa Shady, Assistant Supervisor
  - 5. Scott Schroeder, Line Officer

### **XIX. PROPOSAL SUBMISSION REQUIREMENTS:**

- A. Provide RFP response in the format listed below. Number all pages consecutively. All documentation should be in written format. **Do not include any electronic submission such as CD's or DVD's.**
  - 1. Section 1: Required Forms:
    - a. Proposal Signature Form with signature.
    - b. Addendum Signature Form(s) with signature (if applicable).
    - c. Certificate of Eligibility with signature.
    - d. Form for Disadvantaged Business Enterprises.
    - e. HUB Certificate Form (if applicable).
    - f. Insurance Certificates.
    - g. References.
    - h. Deficiencies and Deviations Form.
    - j. Answer to questions under Section XIII, Item B on page 31.

## RFP FOR OFFENDER/DEFENDANT-PAID ELECTRONIC MONITORING SERVICES

2. Section 2: Vendor Qualifications and Experience:
  - a. Executive Summary – brief narrative highlighting company background and experience related to services required in the RFP.
  - b. Qualifications – include resumes, licenses and certifications of management and staff that will operate/manage the services provided to the County.
3. Section 3: Responsiveness to the RFP Requirements and Specifications:
  - a. Provide detailed information on how Vendor proposes to meet or exceed all the RFP requirements.
4. Section 4: Proposed Approach and Management:
  - a. Provide a brief narrative of how you propose to manage the contract services.
5. Section 5: Cost Proposal:
  - a. Include list of ALL costs associated with Offender/Defendant-Paid Electronic Monitoring Services included in the RFP. **Costs not listed in the RFP will not be allowed.**
  - b. Include completed Proposal Cost Evaluation Form and itemized summary detailing how cost was calculated.



## TARRANT COUNTY

### HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

#### I. POLICY STATEMENT

The Tarrant County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Tarrant County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

#### II. DEFINITIONS

Historically underutilized businesses (HUBs), also know as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

Certified HUBs includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Tarrant County.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

### III. POLICY GUIDELINES

- A. Tarrant County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the county.
- B. Tarrant County will use and recognize the State of Texas certification process in conjunction with the implementation of this policy. The County may recognize other agencies' certification processes recognized by the State of Texas. Tarrant County reserves the right to review the certification status of any vendor applying to do business with the County. This review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.
- C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, bids and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.
  1. Target goals should consider:
    - the availability of HUB firms within the specific category of goods or services to be procured; and
    - the diversity of the county's population.
  2. The goals should be reviewed and amended periodically.
  3. The program may apply to all County procurements including construction and professional services.
  4. Particular attention will be given to HUB participation on purchases in excess of the statutory bid limit.
  5. The Commissioners Court herein establishes a 20% good faith target goal for Tarrant County.



- D. Tarrant County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
1. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
  2. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
  3. Continuing to advertise bids on the County's website and in newspapers including newspapers that target socially and economically disadvantaged communities.
  4. Continuing to provide copies of bid specifications to minority Chambers of Commerce.
- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
1. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
  2. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
  3. Specification of reasonable, realistic delivery schedules consistent with the County's actual requirements.
  4. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Purchasing Department will actively seek the participation of HUB firms in the quotation process for purchases under the statutory bid limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Buyers will be encouraged to use available internal and external databases of certified HUB firms.

- H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This policy is narrowly tailored in accordance with applicable law.

#### **IV. ADMINISTRATIVE GUIDELINES**

- A. The Purchasing Department shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Agent shall serve as the County HUB Officer.
  - 1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
  - 2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
  - 3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.
  - 4. The HUB Officer will receive and review complaints and recommendations regarding the implementation of the HUB Policy and the good faith efforts of bidders. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioners Court regarding any irregularities or misrepresentation of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.
  - 5. An annual report along with recommendations shall be provided to the Commissioners Court and Purchasing Board. The annual report will provide statistical data and efforts reflected in the number of purchase orders, value of goods and services purchased, percentages to HUB firms, and outreach and marketing efforts. Other statistics may be required or requested by the Commissioners Court or Purchasing Board.

**510 Historically Underutilized Businesses Policy**

*Adopted: Court Order 64788 (December 17, 1990)*

*Amended: Court Order 69958 (December 7, 1993)*

*Amended: Court Order 99651 (December 28, 2006)*

**RFP FOR OFFENDER/DEFENDANT-PAID ELECTRONIC SERVICES**

**FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

**Disadvantaged Business Enterprises (DBE)** are encouraged to participate in Tarrant County's RFP process. The Purchasing Department will provide additional clarification of specifications, assistance with Proposal Response Forms, and further explanation of procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The County recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact.

Texas Procurement and Support Services  
Statewide HUB Program  
1711 Jacinto Blvd.  
PO Box 13047  
Austin, TX 78711-3047  
(512) 463-5872

**OR**

North Central Texas  
Regional Certification Agency  
624 Six Flags Drive, Suite 100  
Arlington, TX 76011  
(817) 640-0606

**If your company is already certified, attach a copy of your certification to this form and return with proposal.**

COMPANY NAME: \_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO . \_\_\_\_\_

**Indicate all that apply:**

- \_\_\_\_\_ Minority-Owned Business Enterprise
- \_\_\_\_\_ Women-Owned Business Enterprise
- \_\_\_\_\_ Disadvantaged Business Enterprise

**RFP FOR OFFENDER/DEFENDANT-PAID ELECTRONIC SERVICES**

**VENDOR REFERENCES**

Please list three (3) references, **other than Tarrant County**, who can verify your performance as a vendor. Performance includes but shall not be limited to, sales and/or service, delivery, invoicing, and other items as may be required for Tarrant County to determine your firm's ability to provide the intended goods or service of this RFP. The County prefers references to be from customers for whom your firm has provided the same items (sales and/or services) as those specified in this RFP. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your proposal.

**REFERENCE ONE**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON AND TITLE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
SCOPE OF WORK: \_\_\_\_\_  
CONTRACT PERIOD: \_\_\_\_\_

**REFERENCE TWO**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON AND TITLE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
SCOPE OF WORK: \_\_\_\_\_  
CONTRACT PERIOD: \_\_\_\_\_

**REFERENCE THREE**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON AND TITLE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
SCOPE OF WORK: \_\_\_\_\_  
CONTRACT PERIOD: \_\_\_\_\_

**THE ORIGINAL AND FIVE (5) COPIES OF THIS FORM MUST BE RETURNED WITH PROPOSAL**

# PROPOSAL SIGNATURE FORM

The undersigned agrees this proposal becomes the property of Tarrant County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a proposal.

The undersigned agrees if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be ninety (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Respondent, nor any employee of Tarrant County, and that the contents of this proposal have not been communicated to any other Respondent or to any employee of Tarrant County prior to the official opening of this RFP.

Vendor hereby assigns to purchase any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this RFP package. ***Failure to sign and return this form will result in the rejection of the entire proposal.***

**Signature** \_\_\_\_\_ **X**

**Authorized Representative**

**NAME AND ADDRESS OF COMPANY:**

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Name \_\_\_\_\_

\_\_\_\_\_ Title \_\_\_\_\_

Tel. No. \_\_\_\_\_ FAX No. \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**AFTER HOURS EMERGENCY CONTACT:**

Name: \_\_\_\_\_ Tel. No. \_\_\_\_\_

**THIS FORM MUST BE SIGNED.**

**THE ORIGINAL WITH ORIGINAL SIGNATURE AND FIVE (5) COPIES MUST BE RETURNED WITH PROPOSAL.**



Did you sign your proposal  
and/or your addendum?

**If not, your proposal  
will be rejected**

**RFP FOR OFFENDER/DEFENDANT-PAID ELECTRONIC MONITORING SERVICES**

**COMPANY IS:**

Business included in a Corporate Income Tax Return? \_\_\_\_\_YES \_\_\_\_\_NO

\_\_\_\_\_Corporation organized & existing under the laws of the State of \_\_\_\_\_

\_\_\_\_\_Partnership consisting of \_\_\_\_\_

\_\_\_\_\_Individual trading as \_\_\_\_\_

\_\_\_\_\_Principal offices are in the city of \_\_\_\_\_

# CERTIFICATION OF ELIGIBILITY

By submitting a proposal in response to this solicitation, the Respondent certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of proposal submission and time of award, the Respondent will notify the Tarrant County Purchasing Agent. Failure to do so may result in terminating this contract for default.

Signature \_\_\_\_\_ X

**THIS FORM MUST BE SIGNED.**

**THE ORIGINAL WITH ORIGINAL SIGNATURE AND FIVE (5) COPIES MUST BE RETURNED WITH PROPOSAL.**





**RFP FOR OFFENDER/DEFENDANT-PAID ELECTRONIC MONITORING SERVICES**

**Respondent/Subcontractor Information**

An authorized representative of Respondent/Subcontractor who is legally authorized to certify the information requested in the name of and on behalf of the Respondent/Subcontractor is required to complete and sign the Required Certifications. All of the requested information and certifications must be provided in order to be eligible for award. Respondent/Subcontractor's authorized representative must certify as to the truth of the representations made by signing where indicated below.

<b>Respondent/Subcontractor Information</b>	
<b>Name:</b>	
<b>Entity's Legal Form:</b>	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other <input type="text"/>
<b>Address:</b>	
<b>Designated Contact:</b>	
<b>Phone:</b>	
<b>Fax:</b>	

The undersigned: (1) recognizes that the following representatives are submitted for the express purpose of assisting Tarrant County in making a determination to award a contract and/or approve a subcontract; (2) acknowledges and agrees by submitting the Certification, that the County may at its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; (3) acknowledges that intentional submission of false or misleading information may constitute a felony; and (4) certifies that the information submitted in this certification and any attached documentation is true, accurate and complete.

\_\_\_\_\_  
Signature of Respondent/Subcontractor

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Entity

**THE ORIGINAL AND FIVE (5) COPIES OF THIS FORM MUST BE RETURNED WITH PROPOSAL!**

**RFP FOR OFFENDER/DEFENDANT-PAID ELECTRONIC MONITORING SERVICES**

**PROPOSAL FEE SCHEDULE FORM**

Provide below all costs associated with installation, maintenance, monitoring, and removal of all devices included in response to this RFP. **CSCD does not guarantee a minimum number of offenders/defendants for this service. Charges will be billed directly to Offenders/Defendants.**

**Charges not listed in RFP will not be allowed.**

List below any applicable fees that may be charged to Offenders/Defendants.

Fee Description	Cost

**RFP FOR OFFENDER/DEFENDANT-PAID ELECTRONIC MONITORING SERVICES**

**PROPOSAL COST EVALUATION FORM**

CSCD currently supervises approximately 127 offenders/defendants court ordered to Electronic Monitoring. Of the 127, thirty-three (33) to passive GPS, and ninety-four (94) to Active GPS. For cost evaluations purposes, please provide the total cost to the offender/defendant for the following scenarios:

1. An Offender/Defendant has a GPS (Active) monitor placed on September 5, 2015. The conditions of Supervision are modified on March 5, 2016 for removal of the GPS monitoring device. Offender/Defendant reports March 5, 2016 to have the monitoring device removed. (Worth 20 of 25 points).
2. An Offender/Defendant has a GPS (Passive) monitor placed on September 5, 2015. The conditions of Supervision are modified on March 5, 2016 for removal of the GPS monitoring device. Offender/Defendant reports March 5, 2016 to have the monitoring device removed. (Worth 5 of 25 points).

**INCLUDE AN ITEMIZED SUMMARY DETAILING HOW COST WAS CALCULATED.**