Company Name:

_____

TARRANT COUNTY
PURCHASING DEPARTMENT

MELISSA LEE, C.P.M., A.P.P.
PURCHASING AGENT

CHRIS LAX, CPSM, CPSD, CPCP
ASSISTANT PURCHASING AGENT

RFP NO. 2023-103

REQUEST FOR PROPOSALS
FOR
ANNUAL CONTRACT
FOR
INMATE COMMUNICATION SERVICES

PROPOSALS DUE MAY 18, 2023
2:00 P.M. CST

RFP NO. 2023-103

Please cut out and affix to the outside of your response package

TARRANT COUNTY
SEALED BID/PROPOSAL/RESPONSE

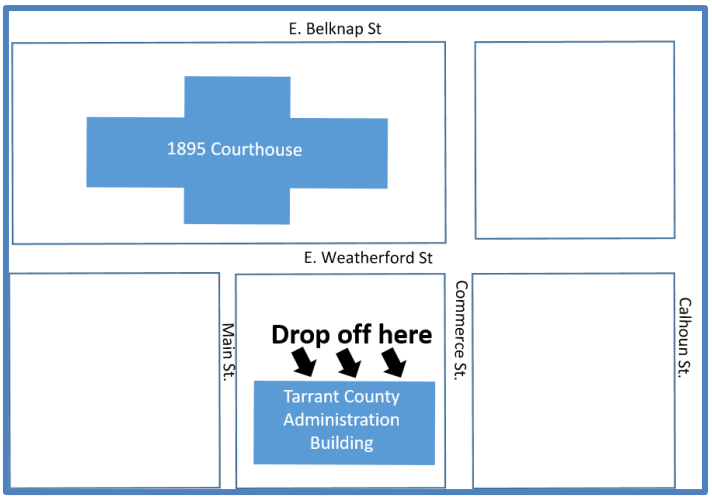
RFP No. 2023-103

RFP FOR ANNUAL CONTRACT FOR
INMATE COMMUNICATION SERVICES

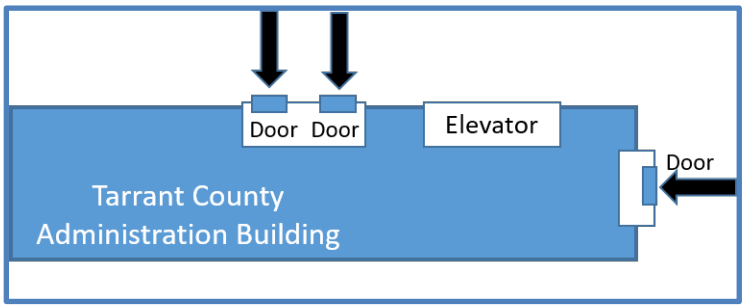
Due Date: MAY 18, 2023 at 2:00 PM. CST

Tarrant County Administration Building
ATTN: Purchasing Department
100 E. Weatherford St., Third Floor, Suite 303
Fort Worth, Texas 76196-0104

Street View



Building View



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This Table of Contents is intended as an aid to Respondents and not as a comprehensive listing of the proposal package. Respondents are responsible for reading the entire proposal package and complying with all specifications.

MANDATORY PRE-PROPOSAL CONFERENCE

All Respondents are encouraged to attend the Pre-Proposal Conference to be held:

DATE: **WEDNESDAY, APRIL 5, 2023**

TIME: **2:00 P.M. CST**

LOCATION: **TARRANT COUNTY PLAZA BUILDING**
KORNFELD AUDITORIUM
200 TAYLOR STREET
FORT WORTH, TEXAS 76196

Note: **There is no opportunity for remote attendance of this meeting.**

Tarrant County will not provide copies of RFP documents. Please download and print prior to meeting.

RSVP: Vendors planning to attend the Mandatory Pre-Proposal Conference must RSVP to Elaine Johnson, CPPB, Senior Contracts Administrator, via fax 817-884-2629 or, if unable to fax, email to **BidQuestions-RSVP@tarrantcountytx.gov** by 5:00 p.m. CST, Tuesday, April 4, 2023. Confirmed receipt by Tarrant County of this email is required.

Questions from respondents will be addressed at the pre-proposal conference. Any respondent who submits a proposal without attending the scheduled pre-proposal conference does so at his own risk. Such respondent who submits a proposal and does not attend the scheduled pre-proposal conference waives any right to assert claims due to undiscovered conditions.

RFP FOR ANNUAL CONTRACT FOR INMATE COMMUNICATION SERVICES

Tarrant County is soliciting proposals for its **ANNUAL CONTRACT FOR INMATE COMMUNICATION SERVICES** for the **SHERIFF'S OFFICE.**

Original and Five (5) Copies
OF
COMPLETED PROPOSALS
MUST BE RECEIVED IN THE
TARRANT COUNTY PURCHASING DEPARTMENT
AT 100 E. WEATHERFORD, SUITE 303
FORT WORTH, TEXAS 76196-0104
ON OR BEFORE MAY 18, 2023 AT 2:00 P.M. CST

All proposals are due in the Tarrant County Purchasing Department by the due date in sealed envelopes or boxes. All proposals must be clearly marked with the Proposal 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. The original proposal must be clearly marked **"ORIGINAL"** and contain all original signatures. "No-Bid" response to be returned on the form included in the section under Forms.

Any proposal received after the date and hour set for Proposal opening will not be accepted. The 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 Tarrant County Purchasing Department, the Respondent shall be responsible for actual delivery of the Proposal package to the Tarrant County Purchasing Department before the date and hour set for Proposal 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 Proposal 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 Tarrant County Purchasing Agent and the approval of Tarrant County Commissioners Court.

Tarrant County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this proposal. Tarrant County is not exempt from Surplus Lines Tax or Texas Stamping Tax.

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 Tarrant County.

No oral explanation or instructions will be given by Tarrant County officials or employees in regard to the meaning of the proposal specifications before the award of the contract unless authorized by the Tarrant County Purchasing Agent or their designee. Requests from interested bidders for additional information or interpretation of the information included in the specifications should be directed in writing, via fax or via email, to:

ELAINE JOHNSON, CPPB, SENIOR CONTRACTS ADMINISTRATOR
Fax: 817-884-2629 Email: BidQuestions-RSVP@tarrantcountytx.gov

All documents relating to this proposal including but not limited to, the proposal document, questions and their responses, addenda and special notices will be posted under the proposal 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 award. **It is the Respondent's sole responsibility to review this site and retrieve all related documents prior to the Proposal due date**.

The deadline for receipt of all questions is 12:00 p.m., CST, Monday, April 10, 2023. After this deadline, all questions and responses will be posted on the website and available for download by interested parties.

All questions **must** be submitted in writing and directed to Elaine Johnson, CPPB, Senior Contracts Administrator, via fax at **817-884-2629** or, if unable to fax, emailed to **BidQuestions-RSVP@tarrantcountytx.gov.**

Faxed Questions: Faxed questions **must** reflect the RFP number **or** include the RFP cover page.

Emailed Questions: The email **must** include the RFP No. in its subject and confirmation of receipt by Tarrant County is **required**.

All Proposal Response Forms and questionnaires must be fully completed and included in your response. Detailed specifications have been provided, and any deviations or exceptions must be referenced on the designated response forms that have been provided. Unless deviations are specifically stated herein, benefits will be provided according to the specifications at no additional charge.

The Proposal is issued in compliance with the County Purchasing Act, Section 262.030. Negotiations may be conducted with responsible Respondent(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 Proposal document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide a signature on this form renders the Proposal non-responsive. Failure to complete and submit all required forms, including but not limited to References, Compliance with Federal and State Laws Form, 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 Texas 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 a Proposal is "confidential" will not be treated as such if Tarrant County receives a request for a copy of the Proposal. Tarrant 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 per the procedure outlined in Texas Government Code Section 552.305. Notice to your company under Section 552.305 may be sent via either certified mail or e-mail using the contact information provided by you on the signature form. Please be advised that Tarrant County cannot and will not make an agreement to withhold information from the public contrary to Tarrant County's responsibilities under the Act.

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

Proposals shall be opened 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.

All proposals shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of the proposal. Tarrant County review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials, or service. Proposals which call for payment before thirty (30) days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the Tarrant County Purchasing Agent, the review, inspection, and processing procedures can be completed as specified.

Invoices shall be sent directly to the Tarrant County Auditor's Office, Attention: Accounts Payable, 100 East Weatherford, Room 506, Fort Worth, Texas 76196, or email to SAP-invoices@tarrantcountytx.gov. In accordance with the Prompt Payment Act, it is the intention of Tarrant County to make payment on completed orders within thirty (30) days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided and must reference the Tarrant County Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

Continuing non-performance of the Vendor in terms of specifications shall be a basis for the termination of the contract by Tarrant County. Tarrant County shall not pay for work, equipment, or supplies which are unsatisfactory. The Vendor will be given a reasonable opportunity before termination to correct deficiencies. This, however, shall in no way be construed as negating the basis for termination for nonperformance.

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

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

Proposals may be deemed non-responsive, among other reasons, for any of the following specific reasons:

1. Proposals containing any inconsistencies.
2. Unbalanced value of any items.

Respondents 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 Respondents.
2. Reasonable grounds for believing that any Respondent is interested in more than one proposal for the work contemplated.
3. The Respondent being interested in any litigation against Tarrant County.
4. The Respondent 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 that in the judgment of Tarrant County will prevent or hinder the prompt completion of additional work, if awarded.
7. Respondents shall not owe delinquent property tax in Tarrant County.
8. Respondent's past performance record with Tarrant County.
9. Limited competition.

Due care and diligence have been used in the 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 Vendor may not assign their rights and duties under an award without the written consent of the Tarrant County Purchasing Agent. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

Audit Clause: The Vendor must agree that Tarrant County will, until the expiration of twelve (12) months after final payment under this agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records (hard copy, as well as computer generated data) of the Vendor involving those transactions related to this solicitation. The vendor must agree that Tarrant County will have access during normal working hours to all necessary facilities, staff and workspace in order to conduct audits. Tarrant County will provide the Vendor with reasonable advance notice of intended audits. The Vendor must provide records within ten (10) business days or a mutually agreed upon timeline.

TO THE EXTENT PERMITTED BY LAW, RESPONDENT AGREES TO DEFEND, INDEMNIFY AND HOLD TARRANT COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO OWNER'S BUSINESS AND ANY RESULTING LOST PROFITS), EMPLOYMENT MATTERS, AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO OR ARISE OUT OF OR BE OCCASIONED BY (I) RESPONDENT'S BREACH OF ANY OF THE TERMS OF PROVISIONS OF THIS AGREEMENT OR (II) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF RESPONDENT, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE PERFORMANCE OF THIS AGREEMENT.

THE SUCCESSFUL RESPONDENT(S) WILL COMPLY WITH ALL STATE, FEDERAL, AND LOCAL LAWS INCLUDING BUT NOT LIMITED TO THE AMERICANS WITH DISABILITIES ACT, TITLE VII OF THE CIVIL RIGHTS OF 1964, AGE DISCRIMINATION IN EMPLOYMENT ACT, CIVIL RIGHTS ACT OF 1991, FEDERAL INSURANCE CONTRIBUTIONS ACT (FICA), FAIR LABOR STANDARDS ACT, EQUAL PAY ACT OF 1963 AND THE AFFORDABLE HEALTH CARE ACT, AS TO TREATMENT AND COMPENSATION OF ITS EMPLOYEES.

RESPONDENT(S) WILL PREPARE PAYROLL CHECKS, MAKE ALL NECESSARY DEDUCTIONS AND PAY ALL TAXES AND MAINTAIN INSURANCE REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. RESPONDENT ACCEPTS FULL RESPONSIBILITY FOR THE PAYMENT OF WAGES, COMPENSATION, OVERTIME AND BENEFITS TO PERSONNEL. RESPONDENT ACCEPTS RESPONSIBILITY FOR PAYMENT OF ALL TAXES, ASSESSMENTS, FEES, AND FINES THAT MAY BE DUE AND OWING TO ANY LOCAL, STATE OR FEDERAL GOVERNMENT AGENCIES.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. **CONTRACT TERMS:** Vendor(s) will be awarded a sixty (60) month contract, effective from date of award or notice to proceed as determined by Tarrant County Purchasing. At Tarrant County's option and approval by the Vendor, the contract may be renewed for two (2) additional three (3) year periods, as further explained in Renewal Options.

2. **RENEWAL OPTION:** Tarrant County reserves the right to exercise an option to renew the contract of the Respondent for two (2) additional three (3) year periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If Tarrant County exercises the right in writing, the Vendor must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These required documents 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, Tarrant County may rescind its option and seek a new solicitation.

3. **MINIMUM INSURANCE REQUIREMENTS:**

   A. Vendor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County.

      1. Workers' Compensation/Employer's Liability
         a. Worker's Compensation — statutory
         b. Employer's Liability — $500,000
      2. Commercial General Liability:
         a. Bodily Injury/Personal Injury/Property Damage — $1,000,000 per occurrence/$2,000,000 aggregate
      3. Auto Liability:
         a. Combined Single Limit (CSL) — $500,000 per occurrence
      4. Professional Liability - $1,000,000

   B. Tarrant County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by Tarrant County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

C. Required Provisions:

1. Proof of Carriage of Insurance − All Certificates of Insurance will be required in duplicate and filed with the Tarrant County Purchasing Agent and the Budget and Risk Management Department at 100 East Weatherford Street, Suite 305, Fort Worth, Texas 76196 prior to work commencing.
2. All Certificates shall provide Tarrant County with an unconditional thirty (30) day written notice in case of cancellation or any major change.
3. As to all applicable coverage, policies shall name Tarrant County and its officers, employees, and elected representatives as an additional insured.
4. All copies of the Certificates of Insurance shall reference the project name and Proposal number for which the insurance is being supplied.
5. The Respondent agrees to waive subrogation against Tarrant County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
6. The Respondent is responsible for making sure any subcontractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.

4. <u>CRIMINAL BACKGROUND CHECK</u>:

A. If this contract requires that Vendor personnel access Tarrant County Data (either on-site or remotely) or access secure areas of Tarrant County Facilities, then Vendor personnel may be required to undergo a fingerprint-based Criminal Justice Information Services (CJIS) Background Check, a Human Resources Criminal Background Check, or a Sheriff's Criminal Background Check. Criminal Background Checks will be paid for by Tarrant County.

1. The Vendor must provide information, including, but not limited to, employee name, date of birth, a clear copy of employee's driver's license, and a copy of employee's social security card for each individual required to pass a Criminal Background Check.
2. Award of a contract could be affected by the Vendor's refusal to agree to these terms.
3. Failure of the Vendor to supply personnel who pass a Criminal Background Check could affect the award of the contract or could result in the termination of the contract.
4. The Criminal Background Check applies to the individual and not the Company.
5. Passing status must be maintained by Vendor personnel for the duration of the contract.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

5. **INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:**

A. The following is only applicable when the Vendor is providing Information Technology hosted or cloud solution:

1. **Confidentiality, Integrity, Availability (CIA)**

   Vendor shall protect the Confidentiality, Integrity, and Availability (CIA) of all Tarrant County Data ensuring extra levels of security. All Tarrant County information must remain private and permit redaction of protected information before publication. Audit trails cannot be altered.

2. **Breach Notification**

   Vendor agrees that upon discovery of unauthorized access to Tarrant County Data, Vendor shall notify Tarrant County both orally and in writing. In no event shall the notification be made more than forty-eight (48) hours after Vendor knows or reasonably suspect unauthorized access has or may have occurred. In the event of a suspected unauthorized Access, Vendor agrees to reasonably coordinate with Tarrant County to investigate the occurrence.

3. **Data**

   All Tarrant County data will remain in the 48 contiguous United States at all times.

4. **Right to Audit**

   Tarrant County reserves the right to audit Vendor datacenters which house Tarrant County Data or receive SSAE 16 SOC Type II audits from a reputable security advisory service firm (e.g. EY, Deloitte, KPMG, PWC, Coalfire, etc.).

6. There is no opportunity for remote attendance at the Mandatory Pre-Proposal Conference. Respondents are not allowed to call in to attend this meeting.

STATEMENT OF WORK

I. PURPOSE

Tarrant County is requesting proposals from qualified vendors with the capability of providing secure, integrated, networked, and managed inmate communication services for the Tarrant County Sheriff's Department. Desired inmate communication services include a turnkey telephone system and a one-to-one inmate to tablet platform, with provision for electronic mail delivery, video visitation, and applications for the betterment of the inmate population. Award will be made to a single vendor.

II. BACKGROUND

A. The Tarrant County Sheriff's Department operates five (5) correctional facilities.

FACILITY	ADDRESS	AVG # OF INMATES 10/21-CURRENT	INMATE CAPACITY	# OF INMATE PHONES	# OF TDD/TYY PHONES	# OF PORTABLE PHONES
TC Corrections Center	100 N. Lamar Fort Worth 76102	1931	2114	104	1	4
Lon Evans	600 W. Weatherford St. Fort Worth 76102	378	444	264	1	32
Cold Springs	1815 Cold Springs Rd. Fort Worth 76102	0	384	32	1	0
Green Bay	2500 Urban Dr. Fort Worth 76106	1544	1595	200	1	0
Belknap	350 W. Belknap Fort Worth 76102	204	452	72	1	0

III. CURRENT ENVIRONMENT

Securus Technologies is currently providing inmate calling services to the County. The current expiration of the inmate calling contract is July 9, 2023 but will be extended through December 31, 2023 to coincide with the current commissary contract which will expire on December 31, 2023.

Commissary vendor, Keefe Commissary, currently provides inmate tablets through subcontractor, GTL.

The cabling at all sites is owned by Tarrant County. The Tarrant County Corrections Center and the Belknap Facility are the only locations that share a single equipment room.

IV. GENERAL REQUIREMENTS

Inmate Communication Services will be a concession-type contract whereby the awarded vendor provides all equipment and services at no cost to Tarrant County and pays Tarrant County a fixed annual commission to provide the services. With the exception of any wiring or cabling installed by the vendor within walls, floors, or ceilings of facility structures, all equipment and software provided by vendor shall remain the property and responsibility of vendor.

A. The awarded vendor will be required to provide all new equipment, including all new inmate telephones, software, hardware, services, cabling, and any other item(s) required to provide full functionality. **This includes the existing vendor if they are awarded the new contract.**

B. All hardware accessible to inmates must be detention-grade, suitable for a correctional facility.

C. Vendor is responsible for all installation and de-installation costs throughout the life of the contract.

D. The system must be vendor-hosted and internet-based, accessible at all times in all locations.

E. Software must be mobile-friendly.

F. The system must be of advanced technology with state-of-the art equipment and software provided.

G. Successful vendor must be able to integrate with the vendor providing commissary services where applicable.

H. The successful vendor must own and operate the Inmate telephone platform including software, hardware, and all technology.

I. The selected vendor will be required to assume prime contractor responsibility for all services obtained under a contract and will be the sole point of contact regarding the system, installation, maintenance, and training. The selected vendor must provide a single point of contact for Tarrant County for all issues.

J. The awarded vendor shall give the Tarrant County Purchasing Agent immediate notice, in writing by certified mail, of any action or suit filed and prompt notice of any claim made against the vendor which, in the opinion of the vendor, may result in litigation related in any way to the contract.

K. Awarded contractor must not transfer or assign any part, right, or interest in this contract without the express written approval of the Tarrant County Commissioners Court.

L. Vendor must comply with any mandatory licensing requirement. Vendor must state that, if selected, vendor will furnish and install all equipment, cabling, miscellaneous hardware and materials in compliance with all applicable codes, whether local, state, or federal, and that all permits or licenses required for installation will be obtained without cost to Tarrant County.

M. Tarrant County will demonstrate reasonable care, but will not be liable in the event of loss, destruction or theft of vendor-owned equipment, software or technical literature to be delivered or to be used in the installation of deliverables. The vendor is required to retain liability for the system. At no time will Tarrant County be responsible for or accept liability for any Vendor-owned items.

V. APPLICATIONS

The inmate communication platform must include, but is not limited to, the following:

A. Telephone services

B. Inmate electronic mail

C. Tablet applications

1. Law Library
2. Court Operations Assistance
3. Entertainment/information services
4. Inmate-Agency/Attorney Communication
5. Educational Services
6. Video Visitation

D. Investigative Tools

VI. VENDOR QUALIFICATIONS AND EXPERIENCE

A. Vendors must demonstrate successful provision of inmate communication services to counties comparable in size to Tarrant County.

B. Vendors must demonstrate a dedication to technology enhancements.

C. Respondent must provide complete financial statements for the past two (2) years prepared by an independent certified public accountant including:

1. Consolidated Balance Sheet
2. Income Statement
3. Cash Flow Statement
4. Auditor's report with footnotes

The Auditor's report may be either a Limited Review Report or Audit Report. Compilation Reports or Unaudited reports are not suitable reports for Tarrant County to use in making a determination of the financial stability of a firm. A Respondent's financial stability may affect the outcome of an award recommendation of this RFP.

VII. TECHNICAL REQUIREMENTS – TELEPHONE SERVICES

A. The hosted, turnkey solution must be provided at all County jail facilities at no cost to Tarrant County including installation, training, operation and maintenance of the system and its components.

B. All vendor equipment must comply with FCC regulations.

C. All proposed equipment and system should be scalable to meet the County's evolving needs.

D. The system must be highly configurable to set limits, such as call duration or personal credit limit.

E. The system must be password protected to permit only authorized facility personnel access to the system.

F. The system should allow for two-way voicemail.

G. The system must be ADA compliant and accessible for hearing and vision impaired inmates.

H. The system should allow for recording for investigative purposes.

I. Call recordings must be stored online and available for at least 365 days. The recorded calls must be stored in a secure/encrypted "cloud" based environment that allows investigators, prosecutors and court authorized defense attorneys the ability to access the calls for discovery, Brady, and court purposes.

J. Call recordings must be searchable by various filters such as dialed number, date, or time.

K. System must be user-friendly for inmates and constituents alike in the account setup process.

L. The system must allow for the auto-creation of a personal identification number (PIN).

M. The system must allow for the moving of an inmate to another County correctional facility with that inmate being able to retain phone system credentials and PIN.

N. The system must have ability to manage potential fraudulent activity.

O. The system must provide investigative tools which are integrated with the calling platform.

VIII. TECHNICAL REQUIREMENTS – INMATE ELECTRONIC MAIL

By use of electronic mail, the County intends to eliminate the receipt of contraband into the correctional facilities. This service should also yield a searchable database of all mail received. This service must be at no cost to the inmate or public.

A. The hosted, turnkey electronic mail solution must be provided for all County jail facilities at no cost to Tarrant County including installation, training, operation and maintenance of the system and its components.

B. Solution may be off or on County property but must be fully managed by successful vendor.

C. Agency must be able to print mail.

D. System must have fraud prevention features to restrict unauthorized access.

E. System must have ability to reject or accept part or all of sender's contents per mail piece; and approve text portion of mail while limiting photographs for approval.

IX. TECHNICAL REQUIREMENTS – TABLETS

A. The hosted, turnkey tablet solution must be provided for all County inmates and officers at no cost to Tarrant County including installation, training, operation and maintenance of the system and its components.

B. Officers must be able to control inmate tablets.

C. Vendor must provide tablets that are wifi enabled.

D. Vendor must provide tablet distribution and refurbishment at no charge.

E. Vendor must provide rugged charging carts for tablets.

F. Tablets must integrate with current systems.

G. Tablets must be enclosed in tamper-free rugged casing.

H. Tablets should provide live monitoring capabilities.

I. Tablets should allow for video visitation.

X. TECHNICAL REQUIREMENTS – VIDEO VISITATION

A. Video visitation must be functional for both onsite and remote visitation and will be used by attorneys, County staff, and the public.

B. The hosted, recordable video visitation solution must be provided for all County jail facilities at no cost to Tarrant County including system installation, training, operation and maintenance of the system and its components.

C. All video visitation features must be configurable and/or customizable.

D. Remote visitation must be compatible with both Android and iOS.

XI. REQUIREMENTS – INVESTIGATIVE TOOLS

A. Investigation software must be owned by the Vendor and must not sub-contract with another vendor.

B. Investigation software must be completely integrated with the calling platform and must not require the export and import of inmate call records, inmate account information, or called party billing name and address information related to the County.

XII. EVALUATION CRITERIA

1.	VENDOR EXPERIENCE/QUALIFICATIONS	250
2.	TECHNICAL REQUIREMENTS	300
3.	IMPLEMENTATION APPROACH (INCL. INSTALLATION, TRAINING)	150
4.	MANAGEMENT APPROACH/CUSTOMER SERVICE	150
5.	VALUE-ADDED TECHNOLOGY	50
6.	REFERENCES	100
		TOTAL 1000 POINTS

XIII. PROHIBITED COMMUNICATION

Any communication regarding this RFP with any Tarrant County elected official or judiciary; any member of the Evaluation Committee or any member of Tarrant County Sheriff's Office or Facilities Department is strictly prohibited. Only communication methods approved in this RFP will be allowed.

XIV. TENTATIVE SCHEDULE

Mandatory Pre-Proposal Conference and Site Visit:	Wednesday, April 5, 2023
Questions Due:	Monday, April 10, 2023
Questions and Responses Posted:	By Monday, April 17, 2023
RFP Responses Due:	Thursday, May 18, 2023
Vendor Demonstrations:	Week of June 12, 2023
Contract Award:	Tuesday, July 25, 2023
Preparation/Implementation/Training:	Monday, July 31, 2023
Go-Live:	January 2024 (concurrent with Commissary contract)

XV. RFP SUBMISSION REQUIREMENTS

Proposal submission should be prepared in a straightforward and concise manner, identifying clearly and succinctly any deviations, service enhancements, and other differences that exist between the RFP and the proposed services and features to be provided. Emphasis should be placed on responsiveness to the RFP requirements, completeness, clarity of content, and conformance to the RFP instructions.

Please use only binder clips, instead of three-ring binders or special binding.

A. Required Forms:

This section should be the first section of your response and should contain the forms in the order stated below. Do not add items such as headers or footers to these forms. Do not remake these forms into your own format.

1. Signature Form with signature
2. Addendum Signature Form(s) with signature (if applicable)
3. Compliance with Federal and State Laws Form with signature

4. References (The County will only accept other government agencies of comparable size who have had the proposed system fully implemented for at least two years). Contact information must be complete and confirmed for accuracy.

5. Deficiencies and Deviations Form

B. Executive Summary

1. Company history

2. Ownership, organization and management structure.

3. Please provide a detailed narrative as to your company's verifiable success implementing inmate communication services for other government agencies comparable to Tarrant County. Narrative must include the following:

   a. List of awarded contracts resulting from a formal solicitation process, including RFP/RFB number, title, agency, date of award, and outline of successfully implemented services.

4. Describe your company's commitment to technology advancements and continual improvement. Include a timeline of offerings from company inception to current offerings.

5. Financial statements as outlined in Section VI.C.4.

C. Technical Capabilities and Features

1. Telephone Services

   Please provide a thorough description, detailing all features, as to your proposed telephone services. At a minimum, please discuss the following:

   a. Hardware specifications

   b. Language options

   c. Account set up

   d. PIN parameters

   e. Notifications

   f. Scheduling

   g. Call acceptance

   h. Fraud management

   i. System security

   j. Surveillance alert options

   k. Recording features for investigative purposes

   l. Reporting features for investigative purposes. Please submit two sample reports.

m. Audit/tracking capabilities

n. Storage capabilities for call reporting

o. Voice biometrics

2. Inmate Electronic Mail

Please provide a thorough description of how electronic mail will be handled for all County correctional facilities. Description must include detailed process from both a constituent perspective and facility perspective. At a minimum, include the following in response:

a. Configurability

b. Language options

c. Notifications

d. Storage capabilities

e. Constituent-facing features

f. Facility staff capabilities

e. Limitations

f. Risks

g. Handling of Privileged Mail

3. Tablets

Please provide a thorough description of how a one-to-one provision of tablets will be accomplished. Description must address, at a minimum, the following:

a. Hardware, software and accessory specifications

b. Language options

c. Current distribution capabilities

d. Deployment strategy

e. Current application offerings

f. Frequency of new application offerings

g. Officer control capabilities

h. Activation/De-Activation process

i. Configurability/Customization

j. Limitations

k. Risks

4. Video Visitation

   Please provide a thorough description of how hosted video visitation will be accomplished. Description must address, at a minimum, the following:

   a. Proposed hardware and software specifications
   b. Typical software updates and releases
   b. Scheduling
   c. User management for all stakeholders (agency staff, public
   d. Language options
   e. Mobile connectivity
   f. Visitor identification
   g. Audit/tracking capabilities
   h. Interface capabilities and requirements with County jail management system
   i. Recording capabilities
   j. Customization and Configuration capabilities

5. Investigative Tools

   Please provide a thorough description of current investigative tools and features. Description must address at a minimum, the following:

   a. Data capture points
   b. Alerts
   c. Sharing features among investigators
   d. Reporting features and capabilities. Please submit two sample reports.
   e. Points of analysis
   f. Linkage analysis and identification
   g. Behavior reporting
   h. Real-time analysis features
   i. Organization Analysis
   j. Timeline reporting
   k. Storage capabilities
   l. Configurability/ Customization

D. System Security

1. Please discuss security features associated with each system component. At a minimum, include the following:

   a. Password protection

   b. Encryption

   c. PIN creation

   d. Shut-off capabilities

   e. Remote access

   f. User roles

   g. Backup power plan capabilities

   h. Disaster recovery plan

E. Implementation Approach

1. Please discuss proposed implementation approach including, at a minimum, the following:

   a. Proposed roles and responsibilities of vendor.

   b. Proposed roles and responsibilities of County.

   c. Infrastructure required at each correctional facility.

   d. Proposed timeline with a start date (preparation) of July 31, 2023 and anticipated go-live of January 1, 2024. Timeline must be complete and detailed with reference to installation, utility coordination, training, cut-over and testing.

   e. Anticipated risks and assumptions, including mitigation to reduce system down-time.

F. Training

1. Please discuss all proposed initial and ongoing training. Include in your response sample training documents.

G. Customer Service for Constituents

1. Please discuss all aspects of customer service as it relates to constituent-interaction related to:

   a. Website features

   b. Hours of operation

   c. Location of customer service call center

   d. Language capabilities

e. Services offered

f. Inmate account funding

- Payment options
- Billing methods
- Pre-payment options

H. Service and Maintenance

1. Please describe live customer support options for County staff.
2. Discuss routine maintenance program for all hardware.
3. Provide response protocol to any major service outages.
4. Provide any inherent quality assurance measures.

I. Fees, Rates, and Billing

1. Please state current call rates and your understanding of governmental mandates (by FCC and PUC).
2. Describe policy for all billing disputes and claims.
3. Discuss charges related to call acceptance and responsibility for fraudulent or uncollectible calls.
4. Describe billing procedures.
5. Please outline all constituent-responsible fees for all proposed services.

J. Commissions

1. Please describe proposed commission structure for all relevant system components.

K. Value-Added Technology

1. Please provide outline, with thorough detail, of additional services or capabilities not highlighted in this RFP.
2. Please provide a roadmap for future technologies and upcoming releases for existing capabilities.

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 known 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 does recognize other agencies' certifications. 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 contactors 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 bid notifications 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 Tarrant County 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 meeting specifications as required by law. This policy is narrowly tailored in accordance with applicable law.

IV. ADMINISTRATIVE GUIDELINES

A. The Tarrant County 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)
Amended: Court Order 127875 (June 19, 2018)

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Tarrant County's Proposal process. The Tarrant County Purchasing Department will provide additional clarification of specifications, assistance with 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.

Tarrant 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, Texas 78711-3047
(512) 463-5872

OR

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

IF YOUR COMPANY IS CERTIFIED, ATTACH A COPY OF THE 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

NOTE: WITHOUT A VALID CERTIFICATION ON FILE, YOU WILL NOT BE EVALUATED AS A HUB/DBE.

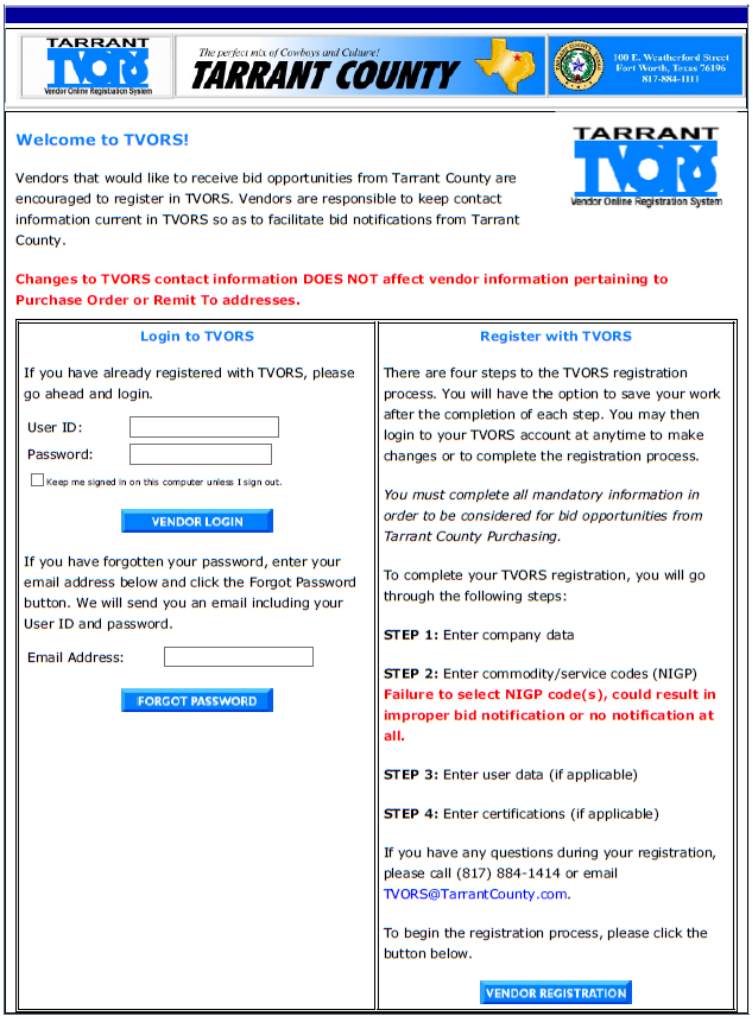
☐ **IF THIS DOES NOT APPLY TO YOUR COMPANY, PLEASE CHECK THIS BOX AND RETURN THIS FORM WITH YOUR RESPONSE.**

TVORS REGISTRATION

An important part of doing business with Tarrant County is to sign up in our free Tarrant Vendor Online Registration System (TVORS).

TVORS is a web-based vendor registration program that is designed to be an easy-to-use, self-service application that allows vendors to establish and maintain their own company and certification data for the purpose of bid notification and information.

https://tvorspublic.tarrantcountytx.gov



After registering, be sure to email or fax all copies of your current HUB/MBE certificate(s) to TVORS@Tarrantcountytx.gov or (817) 884-2629, respectively.

Already Registered? Please log into your profile to make sure all contact information is correct, then check the *Data Verified* box at the bottom of the *Company Data* Section of your profile.

Contact Teresa Lobacz, Tarrant County HUB Coordinator, at the email above or at (817) 884-1414 if you have any registration questions.

REFERENCES

Please list three (3) references, **other than past or present employees of Tarrant County**, who can verify your performance as a Vendor. Performance includes but is not limited to, sales and/or service, delivery, invoicing, and other items as may be required for Tarrant County to determine Respondent's ability to provide the intended goods or service of this Proposal. Tarrant County **PREFERS** references to be from Government customers. References must be able to verify the quality of service Respondent's company provides and that the Respondent has completed a project of similar size and scope of work in this solicitation. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your Proposal.

Failure to supply the required references will deem Respondent as non-responsive and will not be considered for the award.

Respondent involvement with reference checks is not permitted. Only Tarrant County or its designee will conduct reference checks. Any deviation to this will result in rejection of your response.

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: _____

REFERENCES MUST BE RETURNED WITH PROPOSAL!

REFERENCES

REFERENCE THREE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCES MUST BE RETURNED WITH PROPOSAL!

SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this Proposal becomes the property of Tarrant County after the official opening.

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

The undersigned agrees, on behalf of Respondent, that if this Proposal is accepted, to furnish all materials and services upon which price(s) 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 Proposal.

Respondent hereby assigns to Tarrant County 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 solicitation. ***Failure to sign and return this form will result in the rejection of the entire Proposal.***

Signature _____X

Authorized Representative

_____ _____
Legal Name of Company Date

_____ _____
Street Address Printed Name of Authorized Representative

_____ _____
City, State and Zip Title of Authorized Representative

_____ _____
Telephone Number Fax Number

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 and submit all required forms?

If not, your Proposal will be rejected!

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 _____

Unique Entity Identifier (UEI) Number: _____

CAGE Code: _____

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a Bid in response to this solicitation, the Bidder certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

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

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY KNOWN FOREIGN TERRORIST ORGANIZATIONS.

Bidder verifies that they do not boycott Israel and will not boycott Israel in accordance with Texas Government Code Section 2270.001(2) during the term of this contract. Bidder further verifies pursuant to Texas Local Government Code Section 2252.152 that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

DISCLOSURE OF INTERESTED PARTIES

The law states that a governmental entity may not enter into certain contracts with a nonexempt business entity unless the business entity submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder agrees to provide Tarrant County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

VENDOR IS <u>EXEMPT</u> FROM CERTIFICATION REGARDING ENERGY COMPANIES AND FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of $100,000.00 or more that is to be paid wholly or partly paid from public funds of the governmental entity.

<u>If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:</u>

<u>Vendor is NOT EXEMPT and Certifies as follows</u>:

<u>Boycott of Energy Companies Prohibited</u>. In compliance with Section 2274.002 of the Texas Government Code (added by <u>87th Legislature S. B. 13)</u>, Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by <u>87th Legislature, S. B. 13)</u> and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

COMPLIANCE WITH FEDERAL AND STATE LAWS

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Governmental Code (added by 87th Legislature, S. B. 19), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S. B. 19) and means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include:* (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

_____ Vendor is EXEMPT from Certification as set out above.

_____ Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

Signature _____X

THIS FORM MUST BE SIGNED.

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

DEFICIENCIES AND DEVIATIONS FORM

Following is a listing of ALL deficiencies and deviations from the requirements as outlined in this Proposal. Unless specifically listed, your response will be considered to be in FULL compliance with this Proposal. Respondent assumes the responsibility of identifying all deficiencies and deviations and if not identified, all requirements of this Proposal stipulated must be fulfilled at no additional expense to Tarrant County.

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

NO-BID RESPONSE

In the event that your organization chooses not to submit a bid/proposal for this solicitation, the Tarrant County Purchasing Department is interested in the reasons why vendors have chosen not to submit bids/proposals in order to better serve the taxpayers of Tarrant County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- ☐ Could not meet specifications.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ The scope of services not clearly understood or applicable (too vague, too rigid, etc.)
- ☐ The project not suited to our organization.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal.
- ☐ Other (please specify).

_____

_____

_____

_____

_____

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your response to:

Tarrant County Purchasing Department
100 E. Weatherford, Suite 303
Fort Worth, TX 76196-0104