



Company Name:

TARRANT COUNTY
PURCHASING DEPARTMENT

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

CHRIS LAX, CPSM, CPSD, CPCP
ASSISTANT PURCHASING AGENT

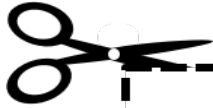
RFB NO. 2023-156

**REQUEST FOR BID
FOR
ANNUAL CONTRACT
FOR
PRISONER EXTRADITION SERVICES**

**BIDS DUE JUNE 12, 2023
2:00 P.M. CST**

RFB NO. 2023-156

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



**TARRANT COUNTY
SEALED BID/PROPOSAL/RESPONSE**

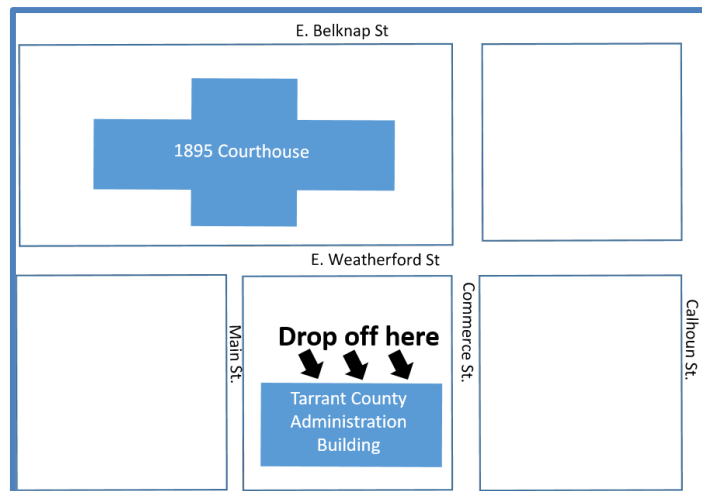
RFB No. 2023-156

**ANNUAL CONTRACT FOR PRISONER EXTRADITION
SERVICES**

Due Date: JUNE 12, 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

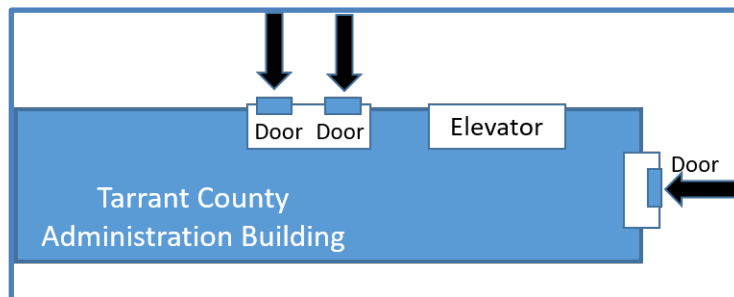


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This Table of Contents is intended as an aid to bidders and not as a comprehensive listing of the RFB package. Bidders are responsible for reading the entire RFB package and complying with all specifications.

ANNUAL CONTRACT FOR PRISONER EXTRADITION SERVICES

PRE-BID CONFERENCE

TUESDAY, MAY 30, 2023, AT 9:00 A.M., CST

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

JOIN FROM YOUR COMPUTER,
TABLET OR SMARTPHONE.
**AFTER THE RSVP DEADLINE, A
GOTOMEETING INVITATION WILL BE
SENT TO PARTICIPANTS.** Get the app
OR now and be ready when your first
meeting starts:
<https://meet.goto.com/install>

*TARRANT COUNTY WILL NOT PROVIDE COPIES OF RFB DOCUMENTS. PLEASE DOWNLOAD
AND PRINT PRIOR TO MEETING*

RSVP: Vendors planning to attend the Pre-Bid Conference must RSVP to Niki Jones, Senior Buyer, via fax 817-884-2629 or, if unable to fax, email to: BidQuestions-RSVP@tarrantcountytexas.gov by 5:00 p.m., CST, Monday, May 29, 2023. Confirmed receipt by Tarrant County of this email is required.

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

ANNUAL CONTRACT FOR PRISONER EXTRADITION SERVICES

Tarrant County is requesting bids for the **ANNUAL CONTRACT FOR PRISONER EXTRADITION SERVICES** for the **SHERIFF'S OFFICE**. All bids must be submitted on the attached Price Forms. Tarrant County will not enter into any contract where the cost is provisional upon such clauses as "escalator" or "cost-plus" clauses.

Original and One (1) Copy
OF
COMPLETED BID PROPOSALS
MUST BE RECEIVED IN THE
TARRANT COUNTY PURCHASING DEPARTMENT
AT 100 E. WEATHERFORD, SUITE 303
FORT WORTH, TEXAS 76196-0104
ON OR BEFORE JUNE 12, 2023, AT 2:00 P.M. CST

All bids are due in the Tarrant County Purchasing Department by the due date in sealed envelopes or boxes. All bids must be clearly marked with the RFB Number, the name of the company submitting the bid, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. The original bid 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 bid received after the date and/or hour set for bid opening will not be accepted. The Bidder will be notified and will advise Tarrant County Purchasing as to the disposition by either pick up, return at Bidder's expense, or destroyed with written authorization of the Bidder. If bids are sent by mail to the Tarrant County Purchasing Department, the Bidder shall be responsible for actual delivery of the bid to the Tarrant County Purchasing Department before the advertised date and hour for opening of bids. 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 bid opening, bids thus delayed will not be considered and will be disposed of as authorized.

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Bidder guaranteeing authenticity. After the official opening, bids become the property of Tarrant County and may not be amended, altered or withdrawn without the recommendation 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 RFB. 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 bids 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 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:

ANNUAL CONTRACT FOR PRISONER EXTRADITION SERVICES

NIKI JONES, SENIOR BUYER

FAX: 817-884-2629

EMAIL: BidQuestions-RSVP@tarrantcountytexas.gov

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

The deadline for receipt of all questions is 12:00 p.m., CST, Friday, June 2, 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 Niki Jones, Senior Buyer, via fax at **817-884-2629** or, if unable to fax, emailed to:

BidQuestions-RSVP@tarrantcountytexas.gov

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

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

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of RFB. County review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials, or service. Bids 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@tarrantcountytexas.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 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) day notice prior to cancellation.

Bids will be considered non-responsive if they show any omissions, alteration of form, additions or conditions not called for, or inconsistencies 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.

ANNUAL CONTRACT FOR PRISONER EXTRADITION SERVICES

Bids may be rejected, among other reasons, for any of the following specific reasons:

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

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

1. Reason for believing collusion exists among the Bidders.
2. Reasonable grounds for believing that any Bidder is interested in more than one (1) Bid for the work contemplated.
3. Bidder being interested in any litigation against Tarrant County.
4. Bidder being in arrears on any existing contract or having defaulted on a previous contract.
5. Lack of competency as revealed, including but not limited to, by a financial statement, experience and equipment and questionnaires.
6. Uncompleted work, which in the judgment of Tarrant County, will prevent or hinder the prompt completion of additional work, if awarded.
7. Bidders shall not owe delinquent property tax in Tarrant County.
8. Limited competition.

It is the Bidders' sole responsibility to print and review all pages of the RFB document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide a signature on the form renders bid 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 the entire bid.

CONFIDENTIALITY: Any material that is to be considered confidential must be clearly marked as such and shall be treated as confidential to the extent allowable under Section 552.136, Texas Government Code. Notice will be sent to you pursuant to Section 552.305 of the Texas Government Code should Tarrant County receive an open records request to inspect your bid. This notice will allow you to assert any objections to the release of confidential information in response to an open records request. It is your responsibility to assert any objections to the release of your bid in response to an open records request. Tarrant County cannot argue on your behalf that the information contained in your bid is exempt from public release. Trade secrets or confidential information **MUST** be placed in a separate envelope marked **"CONFIDENTIAL INFORMATION."** Note: **PRICING INFORMATION IS NOT CONSIDERED CONFIDENTIAL AND IF MARKED AS SUCH, WILL RESULT IN REJECTION OF YOUR BID.**

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 Bidder. 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 Bidder to determine the full extent of the exposures.

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.

ANNUAL CONTRACT FOR PRISONER EXTRADITION SERVICES

TO THE EXTENT PERMITTED BY LAW, VENDOR 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) VENDOR'S BREACH OF ANY OF THE TERMS OF PROVISIONS OF THIS AGREEMENT OR (II) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF VENDORS, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE PERFORMANCE OF THIS AGREEMENT.

VENDOR(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.

VENDOR(S) WILL PREPARE PAYROLL CHECKS, MAKE ALL NECESSARY DEDUCTIONS, AND PAY ALL TAXES, AND MAINTAIN INSURANCE REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. THE SUCCESSFUL VENDOR ACCEPTS FULL RESPONSIBILITY FOR THE PAYMENT OF WAGES, COMPENSATION, OVERTIME AND BENEFITS TO PERSONNEL. VENDOR 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.

ANNUAL CONTRACT FOR PRISONER EXTRADITION SERVICES

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. **CONTRACT TERMS:** Vendor(s) will be awarded a twelve (12) month contract, effective from the date of award or notice to proceed as determined by the Tarrant County Purchasing Department. At Tarrant County's option and approval by the Vendor, the contract may be renewed for two (2) 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 two (2) additional twelve (12) month periods, provided such option is stipulated 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. 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 or 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(s) may be called. If the Secondary Vendor is unable to honor the terms and conditions of the contract the Alternate Vendor(s) may be called. The Primary Vendor is the first contact. Use of the Secondary or Alternate Vendor(s) must be approved, in writing, by the Tarrant County Purchasing Agent or his designee in compliance with Texas Local Government Code 262.027(g).
 - A. In the event the Secondary or Alternate Vendors are called upon, they will offer the materials and services at their awarded price(s), or better. Any attempt to increase their awarded price(s) may cause the removal of the Vendor from the contract. Calling upon the Secondary or Alternate Vendors does not necessarily affect the status of any awarded Vendor, including the Primary Vendor.
 - B. If a 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.
 - C. Would you, as the Vendor, be willing to accept a Secondary or Alternate Award based on the above?

_____Yes _____No

ANNUAL CONTRACT FOR PRISONER EXTRADITION SERVICES

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

4. **COOPERATIVE PURCHASING:** Tarrant County has the lead role in developing and encouraging Cooperative Purchasing efforts among governmental entities that participate in its Cooperative Purchasing Program. Cooperative Purchasing can be a great benefit to Tarrant County vendors by providing an avenue to offer materials and services to participating entities. A current list of participating entities is included in this solicitation and an up-to-date list can be found on the Tarrant County website: https://www.tarrantcountytx.gov/content/dam/main/purchasing/Cooperative_Purchasing/ParticipatingEntities.pdf

A. Should other Governmental Entities decide to participate in this contract, would you, as the Vendor, agree that all terms, conditions, specifications, and pricing would apply? **A "NO" answer could result in complete rejection of the bid.**

_____ Yes _____ No

- 1) If you, the Bidder, checked Yes, the following will apply:
 - a) Governmental Entities utilizing Intergovernmental Contracts with Tarrant County will be eligible, but not obligated, to purchase materials and services under the contract(s) awarded because of the solicitation. All purchases by Governmental Entities other than Tarrant County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Tarrant County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material and services as needed.
 - b) Delivery to governmental entities located within Tarrant County will be at no charge or as otherwise provided for in the Award Document. Delivery charges, if any, for governmental entities located outside Tarrant County shall be negotiated between the Vendor and each governmental entity.
 - c) Tarrant County utilizes County Purchase Orders as its primary means of encumbering funds and pays for goods and services utilizing Vendor invoices. In the event Governmental Entities utilizing InterGovernmental Contracts use other payment methods, including but not limited to, purchasing cards, debit cards, check requests or other methods which cause the Vendor to incur service, processing, or other fees, these fees are the responsibility of that Governmental Entity, unless otherwise negotiated with the Vendor.
 - d) Vendor(s) awarded contract(s) resulting from bid will be responsible for providing to Tarrant County, at no additional charge, a complete list of all governmental entities currently utilizing the contract and their annual expenditures. This information should be provided ninety (90) days prior to the expiration of the contract, or as otherwise requested by Tarrant County.

ANNUAL CONTRACT FOR PRISONER EXTRADITION SERVICES

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

5. MINIMUM INSURANCE REQUIREMENTS:

- A. During the period of this contract, Contractor shall maintain, at his expense, insurance with limits not less than:
- 1) Automobile Liability:
 - a. Combined Single Limit — \$1,000,000
 - b. Bodily Injury — \$500,000
 - 2) General Liability:
 - a. Each Occurrence — \$1,000,000
 - b. Aggregate — \$2,000,000
 - 3) Excess / Umbrella Liability — \$1,000,000
- B. With respect to the above required insurance, Contractor shall:
- 1) Name Tarrant County as additional insured/or an insured, as its interests may appear.
 - 2) Provide Tarrant County with thirty (30) day advanced written notice of cancellation or material change in said insurance.
 - 3) Provide the County Purchasing Agent at the address shown on Page 1 of this RFB, a coverage within ten (10) days receipt of Notice of Award.
- C. Contractor shall provide Workers' Compensation at the statutory limits. The Contractor will provide a waiver of subrogation in favor of Tarrant County. This waiver of subrogation shall be evidenced on a certificate of insurance.
- D. Contractor shall indemnify and save harmless County and its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to all expenses of litigation, court costs, and attorney fees, for injury of death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts or omissions of contractor or its officers, agents, or employees, in the execution or performance of this contract.
- E. 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.
- F. 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.

ANNUAL CONTRACT FOR PRISONER EXTRADITION SERVICES

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- 2) All Certificates shall provide Tarrant County with an unconditional thirty (30) days 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 solicitation number for which the insurance is being supplied.
- 5) Vendor 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) If applicable, the Vendor is responsible for making sure any sub-contractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.

6. CRIMINAL BACKGROUND CHECK:

- 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 duration of the contract.

ANNUAL CONTRACT FOR PRISONER EXTRADITION SERVICES

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

7. INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:

- A. The following is only applicable when 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 data centers 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.).

ANNUAL CONTRACT FOR PRISONER EXTRADITION SERVICES

Evaluation Criteria will include, but is not limited to the following:

1. Unit Price
2. Delivery
3. Bidder's past performance record with Tarrant County
4. Tarrant County's evaluation of Bidder's ability to perform
5. Tarrant County's experience with products bid
6. Special needs and requirements of Tarrant County
7. Results of testing samples (if needed)

Quantities indicated on the Price Forms are estimates based upon the best available information. Tarrant County reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price.

Any **catalog, brand name or manufacturer's reference** used is considered to be descriptive - - not restrictive -- and is indicative of the type and quality Tarrant County desires to purchase. Bids on similar items of like quality may be considered if the bid is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed the Vendor is bidding item specified. The Vendor will not be allowed to make unauthorized substitutions after award.

ANNUAL CONTRACT FOR PRISONER EXTRADITION

TECHNICAL SPECIFICATIONS

I. INTRODUCTION

- A. Tarrant County is seeking bids from qualified vendors to provide selected prisoner extradition services of violators who are being extradited back to Tarrant County for incarceration and adjudication. The vendor will provide transportation services to Tarrant County for an estimated 1,200 prisoners while demonstrating the same high standards of efficiency and regard for security currently employed by Tarrant County Sheriff's Officers. Juvenile Services transports will be on a case-by-case basis.
- B. The vendor must assume custody of prisoners committed to the custody of the Sheriff's Office (hereafter referred to as TCSO) and provide intrastate and interstate transportation of said prisoners to and from locations designated by the TCSO.

II. GENERAL REQUIREMENTS

- A. The vendor must comply at all times with all applicable state and federal laws and regulations, including but not limited to Federal Regulations governed for Prisoner Transportation Companies 34 USC 60103 known as "Jenna's Act", United States Department of Transportation (USDOT), the Federal Motor Carrier Safety Administration (FMCSA), and the Department of Justice in the performance of this contract.
- B. Vendor must be licensed and qualified to do prisoner extradition services in the United States.
- C. The vendor is required to accept the extradition within 24 hours.
- D. The vendor must have in place and operational a ground transportation system which operates seven (7) days per week, three hundred sixty-five (365) days per year, twenty-four (24) hours per day.
- E. The vendor must have the ability to provide air transportation when necessary.
- F. The vendor must provide a twenty-four (24) hour, seven (7) days per week, communication system for access of TCSO.
- G. The vendor must agree not to use the names and addresses of Tarrant County employees for any purpose not directly related to the final contract.
- H. Vendors are to include all logistic costs, i.e., tariffs, delivery, freight or fuel charges in unit pricing on the Price Form.
- I. Vendor must adhere to all Federal Aviation Administration (FAA) regulations for the transportation of prisoner, FAR-Part 108, Section 211.
- J. Vendor must be able to perform Interstate Agreement on Detainers (IAD).
- K. Vendor must be able to perform In-State Bench Warrants.

ANNUAL CONTRACT FOR PRISONER EXTRADITION

III. VEHICLE REQUIREMENTS

- A. The vendor must provide transport vehicles properly equipped to transport prisoners. The vehicles must be in good operating condition and all necessary maintenance and repairs will be vendor's responsibility.
- B. The vehicles must be modified to:
 - 1. Separate and safely secure the transport agent from the prisoner.
 - 2. Not allow doors and windows to be opened from inside the prisoner compartment.
 - 3. Have welded steel screens covering windows.
 - 4. Have an operational heater and air conditioner for entire vehicle.
 - 5. Be compartmentalized to separate male and female prisoners.
 - 6. A minimum of one (1) working video cameras with secure recording equipment with a minimum of seven (7) day recording retentions.
 - 7. Global position system equipment to allow vehicles to be tracked and located nationwide on a real-time basis.
- C. All non-commercial vehicles used to transport prisoners must be equipped with a mobile phone. Vendor must notify the Tarrant County Jail one (1) hour prior to delivery of the prisoners.

IV. PERSONNEL REQUIREMENTS

- A. The vendor must keep on file at all times verification for each transport agent confirming they have received complete training in all phases of prisoner transport and is properly licensed in accordance with all state and federal requirements for handling prisoners.
- B. Vendor must keep on file at all times, copies of applicable licenses, certificates, and employee certifications for review at any time requested by Tarrant County.
- C. Vendor must ensure that no employee who will have contact with any prisoner transported under this contract has been convicted of any felony offense. All vendor employees will be subject to a complete criminal background check.
- D. All vendor employees who will have a direct contact with prisoners being transported must be trained in First Aid and CPR. In addition, vendor employees must be trained in prisoner restraint, control techniques and firearm proficiency, if firearms to be utilized.
- E. All employees of the vendor involved in the pick-up and transportation of prisoners must have a police and/or corrections background or have successfully completed a training program which focused on the proper use of restraining devices, self-defense, etc., necessary to perform the duties specified herein. A copy of the training materials (courses) must be kept on file at all times for review when requested by the TCSO.

ANNUAL CONTRACT FOR PRISONER EXTRADITION

- F. All employees of the vendor involved in the pick-up and transport of prisoners must be required to dress in a professional manner. The employees must be required to wear a uniform bearing the company logo. Street/casual clothes (i.e. jeans, T-shirts with popular printed materials, sandals, "flip-flops", etc.) must not be acceptable. The holding authority may not release prisoner(s) if proper attire is not worn by the vendor's employees, and the vendor must not be compensated for the trip. All employees of the vendor involved in the pick-up of prisoners must carry an ID that indicates information including, but not limited to, the company name, employee name, photo, etc. This ID must be presented and/or displayed properly when requested by the ID holding agency prior to the release of any prisoner.

V. SERVICE REQUIREMENTS

- A. Vendor must be responsible for acquiring transportation means capable of returning extradited prisoners to Tarrant County within a reasonable period of time, but not to exceed ten (10) calendar days from receipt of notice to perform the service. Notwithstanding the above requirement, prisoner(s) must be picked up prior to the time established by the holding agency.
- B. The vendor will be able to provide a cash stipend to a prisoner who has been picked up and transported away from their arrest location and then determined that there is no longer legal authority to hold the individual. The TCSO will authorize cash stipend to the prisoner to provide them with a bus ticket and meal money back to where they were arrested. The TCSO will authorize the dollar amount.
- C. In assuming custody of such prisoner, the vendor must assume the responsibility for security and control of prisoners in a professional manner and in accordance with the TCSO's written policies and procedures, and such policies, procedures and directives as may be promulgated in the future regarding the use of force and the security and control of prisoners. In the event there are no written policies or procedures, the vendor must follow reasonable and customary operating procedures. The vendor must comply with all federal, state, and local regulations as they pertain to vendor's services and vendor's employees.
- D. TCSO requests an advance itinerary no later than twenty-four (24) hour prior to the pickup of the prisoner(s) unless the prisoner(s) are returned on the same day as requested. Modification of this schedule/itinerary will be permitted under unusual circumstances such as inclement weather, natural disasters or transportation industry strikes by Tarrant County sole discretion. Fax requests for modifications will be accepted. A detailed report noting any deviation from a previously established itinerary must be filed upon delivery of each prisoner.
- E. The TCSO will be notified immediately of any incident involving the prisoner(s), including but not limited to escapes, medical emergencies and other incidents which will alter the scheduled arrival time to the Tarrant County Jail. Notification after normal business hours will be to the Communications Supervisor on duty who will be turn pass the information on to the Fugitive Section the next work day.

ANNUAL CONTRACT FOR PRISONER EXTRADITION

- F. The Vendor must report unusual incidents, emergencies and/or controversial situations which arise in the performance of their services to the TCSO in accordance with the TCSO's Extradition Sergeant directive. For the purpose of definition, "unusual incident", "emergency," or "controversial situations" includes, but is not limited to, any act of violence by a prisoner or other passengers, any escape or attempted escape of a prisoner, or any other breach of security, any excessive delay in the transportation of a prisoner, any medical condition of a prisoner or other passenger requiring emergency medical treatment any mechanical failure that would normally require formal reports to the cognizant regulatory agency, and any refusal of law enforcement agencies to release a prisoner to the contractor as authorized or directed by the TCSO.
- G. If, upon arrival at the holding agency, the vendor learns that the prisoner has a contagious disease which was unknown to the vendor and the TCSO, the vendor must immediately contact the TCSO for further instructions, and if the prisoner is transported, transport will be made in such a manner as to ensure the well-being of all other occupants. If the prisoner cannot be transported, the TCSO may be subject to a penalty charge, as quoted by the vendor and shown on the pricing/delivery information sheet.
- H. The vendor must assume custody of such prisoners from authorized agents of the TCSO, at the location of incarceration determined by the parties to be suitable for such purpose, to transport such prisoners to their destination or other specified location. Upon arrival, the vendor must surrender custody of such prisoners to the TCSO or to the law enforcement agency as designated by the TCSO. The TCSO must have the right to cancel its pick-up order within twenty-four (24) hours after placing the order. Any other cancellation may be made only within the consent of the vendor.
- I. In the event of delays in delivering prisoners to the specified destination, whether or not beyond the vendor's control, including inclement weather or mechanical malfunctions, the vendor must provide for all prisoner costs, except medical, related to such delays, including but not limited to food and lodging.
- J. The transporting of prisoner(s) under this contract in no way implies that the transport agents are law enforcement officers or empowered by the TCSO to carry a firearm nor enforce any laws while operating under this contract.
- K. The vendor must establish identification procedures and policies consistent with those currently employed by the TCSO to ensure the correct identity of any prisoner returned to Tarrant County.
- L. Vendor must provide a thorough full-body search to be performed by a same sex employee prior to transporting of any individual to ensure the safety of the vendor employee and the prisoner. Vendor must provide a same sex employee for any transportation with a travel time of four (4) hours or more. Male and female prisoners must always remain separated during transportation.
- M. Vendor must provide details of meals and humane treatment with their bid.

ANNUAL CONTRACT FOR PRISONER EXTRADITION

- N. Vendor will be responsible for all expenses associated with transporting prisoners other than emergency medical treatment. The TCSO will not consider prescription and/or over-the-counter medication as emergency medical or as payable expense unless the prisoner is in transit to Tarrant County. All emergency medical costs and medication expenses incurred while the prisoner is in transit will be paid by the TCSO upon presentation of proper documentation. However, the TCSO will not authorize payment for medical costs incurred due to injuries associated with inhumane treatment caused by vendor's employees. This includes, but is not limited to, use of debilitating/restraint type spray substances, physical force, etc.
- O. Vendor must detail what type of overnight accommodations will be utilized for prisoners and under what circumstances such accommodations will be used. All prisoners will be transported and housed in accordance with all state and federal transportation laws.
- P. The vendor must have the right to refuse to transport any individual whose condition or behavior, in the opinion of the driver, would be detrimental or dangerous to the safety of the vehicle or its passengers. In the event the driver refuses to transport any such individual, the TCSO must be notified immediately, prior to leaving the pick-up location, and there must be no charge to the TCSO.
- Q. Vendor must apply at minimum one (1) same sex transport agent regardless of travel time. Juvenile prisoners are restricted from being transported with adult prisoners. Overnight accommodations or travel breaks where an adult Correctional/Jail is utilized, sight and sound separation must occur between offender population.

VI. MILEAGE/PRICING REQUIREMENTS

- A. Pricing for ground services provided by the vendor must be on a per mileage basis. The rate of per mile must be assessed on distance from point of prisoner pick-up to the point of prisoner drop off. However, vendor must submit documentation of "estimated" mileage and their "actual" mileage for reimbursement. Total amount billed for actual mileage cannot exceed ten percent (10%) of amount estimated without approval and authorization of the TCSO.
- B. Pricing for air services provided by the vendor must be on a per mileage basis. The rate of per mile must be assessed on distance from the agent origination point to the prisoner origination point, and distance from the prisoner origination point to the prisoner final destination. However, vendor must submit documentation of "estimated" mileage and their "actual" mileage for reimbursement. Total amount billed for actual mileage cannot exceed ten percent (10%) of amount estimated without approval and authorization of the TCSO.

ANNUAL CONTRACT FOR PRISONER EXTRADITION

VII. SERVICE AVAILABILITY

- A. Tarrant County may require immediate prisoner extradition services. In the event that the primary awarded vendor is unable to perform requested services in a timely manner, Tarrant County will proceed to contact the secondary awarded vendor. If the Primary and Secondary awarded vendors are unable to perform requested services in a timely manner, Tarrant County will proceed to the contact the alternate awarded vendor.



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 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 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)

ANNUAL CONTRACT FOR PRISONER EXTRADITION SERVICES

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Tarrant County's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Price Forms, and further explanation of bidding 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 BID.

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.

ANNUAL CONTRACT FOR PRISONER EXTRADITION SERVICES

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 Vendor’s ability to provide the intended goods or service of the bid. Tarrant County **PREFERS** references to be from Government customers. References must be able to verify the quality of service Vendor’s company provides and that the Bidder has completed a project of similar size and scope of work in this response. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your bid.

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

Bidder 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 BID!

ANNUAL CONTRACT FOR PRISONER EXTRADITION SERVICES

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 BID!

ANNUAL CONTRACT FOR PRISONER EXTRADITION SERVICES

SIGNATURE FORM

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

The undersigned affirms that the Bidder 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 that may be incidental to the work, before submitting a bid.

The undersigned agrees, on behalf of Bidder, that if the bid is accepted, Bidder will 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 bid will be ninety (90) calendar days.

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

Vendor 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 bid.***

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 ONE (1) COPY MUST BE RETURNED WITH BID!



Did you sign and submit all
required forms?
If not, your Bid will be
rejected!

ANNUAL CONTRACT FOR PRISONER EXTRADITION 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 _____

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 EXEMPT 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.

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature S. B. 13), 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 87th Legislature, S. B. 13) 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 ONE (1) COPY MUST BE RETURNED WITH BID!

ANNUAL CONTRACT FOR PRISONER EXTRADITION SERVICES

AFFIRMATIONS/FORMS/DOCUMENTS

| ✓ Check Indicates Completion | |
|------------------------------|---|
| | 1. References. Bidder has provided references, other than Tarrant County. References must be able to verify the quality of service the company provides and that the company has completed a project of similar size and scope of work in this RFB. |
| | 2. Signatures. All forms requiring a signature must be signed. Bids not signed will be rejected. |
| | 3. Price Forms. All sections of Price Forms have been completed. |
| | 4. Bidder has acknowledged Secondary/Alternate Award and Cooperative Purchasing opportunities in the Special Terms and Conditions on pages 6 and 7. |
| | 5. Insurance Certificates (If required). Bidders must submit all Insurance Certificates prior to commencement of work. If no insurance requirements specified, mark N/A. |
| | 6. Addenda. When applicable, Bidder acknowledges receipt of all Addenda and any revised Forms. Bidder must sign and submit any required signature forms. |
| | 7. It is the Bidders' sole responsibility to print and review all pages of the RFB document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide a signature on the form renders bid 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 bid. |
| | 8. Bidder has read, understands, and agrees to Tarrant County's Criminal Background Check requirements. |
| | 9. Accuracy for all mathematical and numerical entries is the sole responsibility of the Bidder. Tarrant County will not be responsible for errors made by the Bidder. |
| | 10. Bidder's company is registered on TVORS (Tarrant Vendor On-Line Registration System). |
| | 11. Bidder has sealed and marked the envelope with the Company Name, RFB Number, RFB Title, and due date. |

THE ORIGINAL AND ONE (1) COPY OF THIS FORM SHOULD BE RETURNED WITH BID!

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

ANNUAL CONTRACT FOR PRISONER EXTRADITION SERVICES

QUESTIONNAIRE FORM

1. How many years has your company been in the business of extraditing prisoners? _____
2. How many prisoners did your company transport in the past twelve (12) months by ground? _____
 - a. How many were adults? _____
 - b. How many were juvenile? _____
3. How many prisoners did your company transport in the past twelve (12) months by air? _____
 - a. How many were adults? _____
 - b. How many were juvenile? _____
4. How many overnight trips where lodging had to be secured for prisoners did your company have in the last twelve (12) months?

5. What was the average length of trip (in miles) for your company during the last twelve (12) months for ground transport?

6. What was the average length of trip (in miles) for your company during the last twelve (12) months for air transport?

7. How many personnel does your company employ for transportation of prisoners? _____
8. How many personnel are assigned to each vehicle per trip on average? _____
9. Does the number of personnel assigned to a vehicle change based on the number of prisoners being transported, or on the ratio of female to male prisoners? Explain in detail.

THE ORIGINAL AND ONE (1) COPY OF THIS FORM MUST BE RETURNED WITH BID!

ANNUAL CONTRACT FOR PRISONER EXTRADITION SERVICES

QUESTIONNAIRE FORM

10. How many vehicles does your company have ready for extradition of prisoners?

Do any of these vehicles need to be modified to conform to specifications?

If so, how many? _____

11. Does your company have its own vehicle maintenance facilities and personnel for upkeep of the vehicles?

If so, where is it located? _____

12. How many personnel does your company have dedicated to vehicle maintenance service? _____

13. Under what conditions/or illnesses would your company refuse to transport a prisoner? Explain.

14. Does your company provide a training program for personnel who transported prisoners, or is training provided by an outside source? If an outside source, please provide name, address, phone number and contact person for the agency.

15. What hours does your company's ground transportation system normally operate?

THE ORIGINAL AND ONE (1) COPY OF THIS FORM MUST BE RETURNED WITH BID!

ANNUAL CONTRACT FOR PRISONER EXTRADITION SERVICES

QUESTIONNAIRE FORM

16. Does your company have the capability to operate the ground transportation system seven (7) days per week, three hundred sixty-five (365) days per year, twenty-four (24) hours per day?

17. Is your company certified by the Interstate Commerce Commission to operate as a common carrier?

18. What type of communication system does your company have in place for communication with agency decision makers? Does it operate twenty-four (24) hours, seven (7) days per week?

19. Does your company have an on-line tracking method for the purpose of the TCSO maintaining the current status of a prisoner's transport?

20. Does your company perform I.A.D.'s (Interstate Agreement on Detainer)?

21. Does your company perform In-State Bench Warrants?

22. What air extradition certification does your company currently have?

THE ORIGINAL AND ONE (1) COPY OF THIS FORM MUST BE RETURNED WITH BID!

ANNUAL CONTRACT FOR PRISONER EXTRADITION SERVICES

PRICE FORM

| ITEM NO. | DESCRIPTION | ESTIMATED MILES | | UNIT PRICE PER MILE | | TOTAL |
|---|--------------------------------------|-----------------|---|---------------------|-------------------------|----------|
| Section 1 Ground Extradition | | | | | | |
| 1. | Cost Per Mile, Per Adult Prisoner | <u>114,467</u> | X | \$ _____ | = | \$ _____ |
| 2. | Cost Per Mile, Per Juvenile Prisoner | <u>1</u> | X | \$ _____ | = | \$ _____ |
| | | | | | Section 1 Total: | \$ _____ |
| Section 2 Air Extradition | | | | | | |
| 1. | Cost Per Mile, Per Adult Prisoner | <u>38,156</u> | X | \$ _____ | = | \$ _____ |
| 2. | Cost Per Mile, Per Juvenile Prisoner | <u>1</u> | X | \$ _____ | = | \$ _____ |
| | | | | | Section 2 Total: | \$ _____ |
| <p align="center">AWARD(S) WILL BE MADE PER SECTION. BIDDERS MUST BID ON ALL ITEMS WITHIN A SECTION.</p> <p align="center">ALL DELIVERY/FREIGHT/TRAVEL/FUEL/TARRIF COSTS TO BE INCLUDED IN UNIT PRICING.</p> <p align="center">The Original and One (1) Copy of this Form Must Be Returned with Bid!</p> | | | | | | |

ANNUAL CONTRACT FOR PRISONER EXTRADITION SERVICES

PRICE FORM

| SECTION NO. | DESCRIPTION | TOTAL |
|---|---|-------------|
| Additional Fees and Services | | |
| | What is the minimum number of miles charged per ground extradition? | _____ Miles |
| | What is the minimum number of miles charged per air extradition? | _____ Miles |
| | Discount, if more than one (1) prisoner per air pick-up/drop-off location at the same time | _____ % |
| | Penalty for Canceled Trip | _____ % |
| | Perform I.A.D.s (Interstate Agreement on Detainer)? Yes _____ No _____ | |
| | Perform In-State Bench Warrants? Yes _____ No _____ | |
| | Up-to-date Air Extradition Certification Yes _____ No _____ | |
| <p align="center">AWARD(S) WILL BE MADE PER SECTION. BIDDERS MUST BID ON ALL ITEMS WITHIN A SECTION.</p> <p align="center">ALL DELIVERY/FREIGHT/TRAVEL/FUEL/TARRIF COSTS TO BE INCLUDED IN UNIT PRICING.</p> <p align="center">The Original and One (1) Copy of this Form Must Be Returned with Bid!</p> | | |