



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. 2023-161

**REQUEST FOR PROPOSALS
FOR
ANNUAL CONTRACT FOR
DEFENDANT-PAID BREATH ALCOHOL
TESTING SERVICES**

**PROPOSALS DUE JUNE 26, 2023
2:00 P.M. CST**

RFP NO. 2023-161

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



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

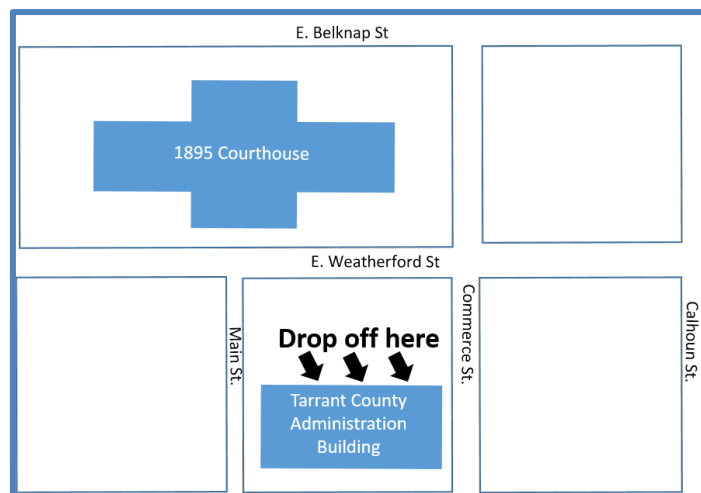
RFP No. 2023-161

**RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH
ALCOHOL TESTING SERVICES**

Due Date: JUNE 26, 2023, at 2:00 P.M. 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

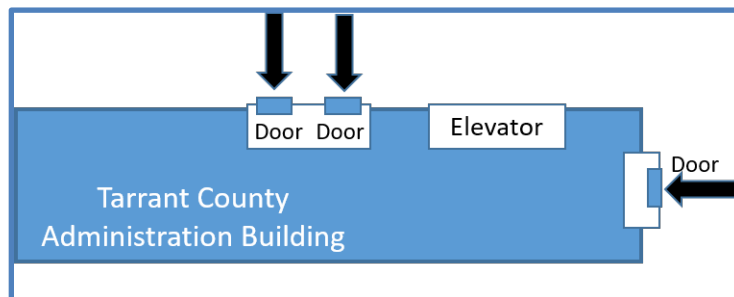


TABLE OF CONTENTS

PRE-PROPOSAL CONFERENCE.....	1
OPENING DATE, TIME, PROCEDURES, CONTACTS.....	2
GENERAL CONDITIONS	2
SPECIAL TERMS AND CONDITIONS OF THE CONTRACT.....	7
STATEMENT OF WORK	10
I. STANDARD CONTRACT PROVISIONS	10
II. PURPOSE	17
III. GENERAL REQUIREMENTS.....	17
IV. STANDARDS FOR SERVICE	18
V. DATA	21
VI. RECORDS RETENTION AND RECORDS BACK-UP PLAN	24
VII. SECURITY AND PRIVACY	24
VIII. DISCLOSURE OF INFORMATION	25
IX. TRAINING AND ORIENTATION	25
X. TESTIMONY	25
XI. CRIMINAL HISTORY AUTHORIZATION FORM	26
XII. TRANSITION PLAN	26
XIII. EVALUATION FACTORS	27
XIV. RIGHTS OF THE COMMUNITY SUPERVISION AND	27
CORRECTIONS DEPARTMENT	
XV. BEST AND FINAL OFFER (BAFO)	28
XVI. CONTRACT NEGOTIATION	28
XVII. PRESENTATION/DEMONSTRATION	29
XVIII. PROHIBITED COMMUNICATION.....	29
XIX. PROPOSAL SUBMISSION REQUIREMENTS	29
TARRANT COUNTY HUB POLICY	32
FORMS	
DISADVANTAGED BUSINESS ENTERPRISES FORM	36
SUBCONTRACTORS.....	37
CONTACT INFORMATION FORM	38
REFERENCES	39
SIGNATURE FORM	41
COMPLIANCE WITH FEDERAL AND STATE LAWS FORM.....	43
DEFICIENCIES AND DEVIATIONS FORM	45
NO-BID RESPONSE	46
PROPOSAL FEE SCHEDULE FORM	47
PROPOSAL COST EVALUATION FORM	48

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.

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

PRE-PROPOSAL CONFERENCE

All Respondents are encouraged to attend the Pre-Proposal Conference.

A Pre-Proposal GoToMeeting Video Conference will be held:

WEDNESDAY, MAY 31, 2023, AT 11:00 A.M. CST

<p>RSVP: Respondents planning to attend the Pre-Proposal GoToMeeting Video Conference must RSVP to Wanyu Chen, Senior Buyer, via fax 817-884-2629 or, if unable to fax, email to BidQuestions-RSVP@tarrantcounty.com by 5:00 p.m. CST, Tuesday, May 30, 2023. Confirmed receipt by Tarrant County of this email is required.</p>

<p>A RSVP must be completed by each company representative wishing to participate in the GoToMeeting and an email address must be provided for each.</p>

<p>After the RSVP deadline, a GoToMeeting invitation will be sent to participants.</p>

<p>Questions from Respondents will be addressed at the pre-proposal conference. Any vendor 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.</p>

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

Tarrant County is soliciting proposals for its **ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES** for the **COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT (CSCD)**.

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 JUNE 26, 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:

WANYU CHEN, SENIOR BUYER

Fax: 817-884-2629

Email: BidQuestions-RSVP@tarrantcountytx.gov

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

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, Thursday, June 1, 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 Wanyu Chen, 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 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).

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

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@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 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.

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

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 transactions related to this solicitation. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between the Vendor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to Tarrant County under 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.

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

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.

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. **CONTRACT TERMS:** Vendor(s) will be awarded a twenty-four (24) month contract, effective from date of award or notice to proceed as determined by Tarrant County Purchasing. At Tarrant County and CSCD'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 OPTION:** Tarrant County reserves the right to exercise an option to renew the contract of the Respondent for two (2) additional twelve (12) month 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. **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

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

4. 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 the duration 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.

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

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.).

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

STATEMENT OF WORK

I. STANDARD CONTRACT PROVISIONS:

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

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

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

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

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

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

17. Default by Vendor(s): Each of the following shall constitute an Event of Default on the part of Vendor(s):
- a. A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of Vendor(s) of written notification thereof;
 - b. (1) admit in writing its inability to pay its debts; (2) make a general assignment for the benefit of creditors; (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order; (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy; or, and
 - c. The discovery by Tarrant County or CSCD that any statement or representation of warranty in this agreement is false, misleading, or erroneous in any material respect.
18. Remedy of CSCD: Upon the occurrence of an Event of Default by Vendor(s), CSCD shall notify Vendor(s) of such Event of Default, and subject to the time provisions of Section 17 hereof, CSCD shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of Defendants; and (b) termination and removal of VENDOR as provider of Services. In the event of VENDOR'S removal due to an Event of Default, CSCD shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with CSCD regarding a transition to new provider of Services.
19. Insurance: Vendor(s) must provide an adequate plan of insurance that provides: (1) coverage to protect CSCD and the State against all claims, including claims based on violations of civil rights arising from the Services performed by Vendor(s); (2) coverage to protect the State from actions by a third party against Vendor(s) or any subcontractor of Vendor(s); coverage to protect the State from actions by officers, employees, or agents of Vendor(s). Vendor(s) shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of CSCD, the State and Vendor(s) with the amounts and coverages as required by law, in accordance with the following:

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

- a. Claims that may arise out of or result from Vendor's actions/omissions/operations hereunder, whether such actions/omissions/operations are by Vendor(s) or by a subcontractor of Vendor(s), or by anyone directly or indirectly employed by or acting on behalf of Vendor(s) or a subcontractor where liability may arise for:
 - i Claims under workers compensation disability benefits, and other similar employee benefit actions;
 - ii Claims for damages because of bodily injury, occupational sickness or disease, or death of any Vendor(s) employees;
 - iii Claims for damages because of bodily injury, sickness or disease or death of any Person other than Vendor's employees;
 - iv Claims for damages insured by usual personal liability coverage that are sustained by (a) any Person as a result of an act directly or indirectly related to the employment of such Person by Vendor(s), or by (b) any other Person;
 - v Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from;
 - vi Claims for damages based on violations of civil rights;
 - vii Claims for damages arising from fire and lightning and other casualties.
- b. Vendor(s) must obtain and maintain in force insurance coverage in accordance with all applicable law and accepted industry standards during the term they are engaged hereunder. In addition, Vendor(s) must maintain a liability insurance policy in an amount not less than \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.
- c. Certifications/policies of insurance shall be filed with Tarrant County prior to execution hereof. These certificates/policies shall contain a provision that coverage afforded under the policies shall not be canceled until at least thirty (30) days prior written notice has been given to Tarrant County and CSCD.
- d. Compliance with the foregoing insurance requirements shall not relieve Vendor(s) from any liability under the indemnity provisions.

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

20. Indemnification: Vendor(s) shall indemnify and save the CSCD, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas, and its officers, agents and employees (hereinafter, collectively referred to as the "State") harmless from and against any and all claims arising from the conduct, management or performance hereof, including, without limitation, any and all claims arising from any condition herein or arising from any breach or default on the part of Vendor(s) in the performance of any covenant or agreement on its part to be performed, or arising from any act of negligence of Vendor(s), or licensees or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought against the State by reason of any such claim. In any such action brought against the State, Vendor(s), upon notice from the State, shall defend against such action or proceeding by counsel satisfactory to the State, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of CSCD, the State, or their respective agents, contractor, employees or licensees contributed in part to the loss or damage indemnified against.
21. Independent Contractor: Vendor(s) is associated with CSCD only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, Vendor(s) is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for CSCD, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas and its offices, agents and employees (hereafter, collectively referred to as the "State") whatsoever with respect to the indebtedness, liabilities, and obligations of Vendor(s) or any other party. Vendor(s) shall be solely responsible for (and CSCD shall have no obligation with respect to) payment of all Federal Income, F.I.C.A., and other taxes owed or claimed to be owed by Vendor(s), arising out of Vendor's association with CSCD pursuant hereto, and Vendor(s) shall indemnify and hold CSCD harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because or, incident to, or otherwise with respect to any such taxes.

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

22. Inconsistencies: Where there exists any inconsistency between this Agreement and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
23. Severability: Each paragraph and provision hereof is severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
24. Prohibition Against Assignment: There shall be no assignment or transfer of this agreement without the prior written consent of both parties.
25. Law of Texas: This agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered.
26. Notices: All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.
27. Entire: This agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understanding have been merged into this written agreement. No other prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.
28. Amendment: No changes to this agreement shall be made except upon written agreement of both parties.
29. Headings: The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
30. Counterparts: This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.
31. Terminology and Definitions: All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

II. PURPOSE:

- A. It is anticipated that the Community Supervision and Corrections Department of Tarrant County (CSCD) will continue the use of Breath Alcohol Testing Services as a supervision tool for defendants and as an alternative measure for sentencing/confinement.
- B. With the issuance of this RFP, it is the expressed intent of CSCD to address the individual needs of defendants while providing maximum protection to the public as is practical.

III. GENERAL REQUIREMENTS:

- A. CSCD must approve Vendor(s) on site employee prior to employee's on-site start date.
- B. Vendor employees who are located at CSCD must complete CJIS security training. If the Vendor does not have access to complete the training, CSCD must be notified to facilitate training.
- C. If a Vendor employee works on a computer station provided by CSCD for any reason, the employee must complete the Tarrant County Information Technologies department information security training.
- D. The Vendor(s) must provide partial financial relief to Defendants who apply for such assistance and who, at the time of placement, are recipients of either food stamps under the Supplemental Nutrition Assistance Program, Supplemental Security Income due to age or disability or other Government assistance. CSCD will determine who qualifies for financial subsidy. The total number of qualified defendants must not exceed 10% of total overall active population. Daily cost to Defendant must be reduced by 50%, and the enrollment/activation fee must be waived. There will be a three (3) month cap per qualified defendant. If Vendor(s) questions defendants' eligibility, Vendor(s) should contact CSCD. CSCD reserves the right to add future exceptions regarding defendants eligible for partial financial relief.
- E. The Vendor(s) must waive installation fees for those defendants who are under service with another provider and are required to begin services with the Vendor(s) as a result of this RFP.
- F. The Vendor(s) must waive removal fees for those defendant(s) who are under service with another provider, are required to begin service with the Vendor(s) as a result of this RFP and show proof that a removal fee was paid with previous Vendor(s).
- G. Vendor(s) must collect defendant payments for service.

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

IV. STANDARDS FOR SERVICE:

A. PROVISION OF EQUIPMENT AND SERVICES

1. All equipment proposed for use for Breath Alcohol Testing Services must be provided (including shipping, storage, and installation), serviced, and maintained by the Vendor(s) for the term of the contract.
2. All Breath Alcohol Testing Services proposed or required by the proposal must be provided by or through the Vendor(s).
3. The Vendor(s) must provide a set of all necessary tools and supplies for each monitoring location for minor replacement and/or adjustments.
4. The Vendor(s) must establish a program to provide translation services for non-English speaking defendants. Forms must be available in English and Spanish.
5. The Vendor(s) must repair and/or replace defective or malfunctioning parts and/or equipment within one (1) business day after the notice or knowledge of a malfunction or failure that may impede or interrupt Breath Alcohol Testing Services. The Vendor(s) must notify CSCD, as applicable, immediately upon completion of the repair and/or replacement. CSCD is not responsible for the maintenance and/or replacement of damaged or lost unit(s) caused by malfunction, negligence and/or intentional damage. The Vendor(s) must not charge CSCD for any units.

B. EQUIPMENT CHANGES/UPGRADES

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

C. BREATH ALCOHOL TESTING DEVICE SPECIFICATIONS

1. The Vendor(s) must furnish all necessary equipment for the monitoring of defendants referred by CSCD. CSCD reserves the right to designate and/or approve the equipment/system(s) that will be used for each defendant.

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

2. The equipment must:
 - a. Be equipped with the technology to provide evidence that the defendant is the person using the Breath Alcohol Testing Device every time the device is used.
 - b. Have the ability to monitor alcohol consumption.
 - c. Have the ability to provide precise numerical readings, i.e. .000.
 - d. Automatically and immediately transfer data to the host computer.
 - i. Have internal memory to store data, if lack of connectivity temporarily inhibits immediate data transfer after collection.
 - e. Have access to all reports and photos if applicable.
 - f. Include random monitoring to verify compliance and alcohol consumption.
 - g. Be properly registered/certified with the Federal Communications Commissions.
 - h. Have a Breath Alcohol Testing Device with a toll-free number permanently marked on the unit and must be viewable by the defendant after the device is installed.
3. The Vendor (s) must provide complete technical specifications for each item of equipment proposed including default testing schedule if applicable.

D. BREATH ALCOHOL TESTING DEVICE SERVICES

1. The Vendor(s) must establish and maintain a seven-day-per week, twenty-four hours per day (7x24) toll free telephone number for customer service access. A voicemail service is insufficient. Any subcontractor being used as part of this RFP must also establish and maintain a seven-day-per week, twenty-four hours per day (7x24) toll free number for customer service access. A voicemail service is insufficient.
2. Vendor must have a fixed service center within Tarrant County, that must be open at a minimum of 8:00 a.m. to 5:00 p.m., Monday through Friday.
 - a. Vendor(s) fixed service center must be open on September 1, 2023. Vendor(s) must have adequately trained service technicians at the Service Center(s). Vendor(s) must provide all Service Center(s) address(es), phone number(s), hours of operation in this response. Vendor(s) must note if Service Center(s) is Vendor owned or contracted.
 - b. CSCD reserves the option to adjust future operational hour requirements based upon business needs.

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

3. If CSCD ever has office space available for Vendor(s) to utilize for services provided in this RFP, CSCD may provide Vendor(s) the option of utilizing CSCD office space.
 - a. If at any time Vendor does occupy CSCD office space vendor(s) must accommodate the service requirements of defendant(s) during the normal CSCD business hours of Monday - Friday, 8:00 a.m. – 5:00 p.m.
 - b. CSCD reserves the option to adjust future operational hour requirements based upon business needs.
4. In combination with the Breath Alcohol Testing Services, the Vendor(s) must provide “Defendant management” or “case management” services, which include but are not limited to the following:
 - a. Daily receipt, review, interpretation, and distribution of all Breath Alcohol Testing reports for CSCD defendants. Vendor’s employee(s) must be responsible for verifying any violation(s) and notifying CSCD, through the defendant’s assigned supervision officer of any violation(s).
 - b. Service appointments with defendants for installation, maintenance, termination and/or compliance purposes.
 - c. Providing court testimony, either in person or written, as requested or required.
 - d. If Vendor(s) chooses to utilize CSCD office space, the Vendor(s) must bear any expense in providing necessary equipment and services for on-site employee(s), including but not limited to office supplies, computer(s), laptop(s), computer monitor(s), printer(s), copier(s), all computer accessories, as well as any necessary software, furniture, telephone(s), phone service, or internet service.
 - e. The Vendor(s) must collaborate with CSCD to determine further duties/responsibilities for Vendor(s) employee(s).
5. Vendor(s) must conduct defendant orientation on Breath Alcohol Testing Device(s) operational requirements, and enrolling defendant(s) into the program as needed.
6. Vendor(s) must provide and maintain a database computer system to enroll defendants, monitor their activities, and otherwise operate the defendant case management system, which has the ability to provide custom report to CSCD. This database system should ensure access to defendant information is restricted to only those persons so designated by CSCD.
7. Vendor(s) must clearly indicate in its response to the RFP, which defendant case management services and staff are being proposed and describe fully the methods and procedures Vendor(s) will use to provide the services.

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

V. DATA:

A. COLLECTION

1. The Vendor(s) must have the ability to develop and maintain a database in which data from all Breath Alcohol Testing Devices are captured, retained, and stored.
2. All breath alcohol data collected must be available to CSCD upon request.
3. At a minimum, the Vendor's database must be able to capture, retain, store and report for each Breath Alcohol Testing Device, the following:
 - a. Recorded Breath Alcohol Content (BrAC) levels at each breath sample request, including dates and times.
 - b. Missed breath tests, including dates and times.
 - c. Device circumvention attempts, including dates and times.
 - d. Evidence that the defendant is the person using the Breath Alcohol Testing Device, including date and time.
 - e. Power off, including dates and times.
 - f. Power on, including dates and times.
 - g. Other data may be required by CSCD.
4. The Vendor(s) must describe data downloading process in detail in response to this RFP for all equipment proposed.
5. The Vendor(s) must report to CSCD, within forty-eight (48) hours, a defendant's failure to report for any service appointment, whether for routine service or as a result of a violation, failure to download data, as well as any other information CSCD determines necessary.
6. The Vendor(s) should provide in its response a detailed description of how the Vendor(s) proposes to report data to CSCD.

B. EVALUATION

1. Through the Vendor(s) technology and data collection, the vendor(s) must be able to conclude:
 - a. Breath Alcohol Content (BrAC).
 - b. Missed test(s).
 - c. A device circumvention or attempted device circumvention.
 - d. The defendant was the person using the Breath Alcohol Testing Device.
2. It is the Vendor(s) responsibility to determine if any BrAC reading above .000 is a result of alcohol use. If the Vendor(s) concludes that any of the events in V.B. 1a-1d occurred, the Vendor(s) must report the incident(s) to CSCD within one (1) business day of its discovery by the vendor(s).

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

C. REPORTING REQUIREMENTS

1. The Vendor(s) must comply with specific reporting requirements developed by CSCD. The Vendor(s) must collect and maintain reporting data in electronic format and be prepared to submit, upon request of CSCD, the data that supports the Vendor's conclusions.
2. The format of all Breath Alcohol Testing reports provided by the Vendor(s) must be determined and/or approved by CSCD prior to use by the Vendor(s). Vendor(s) must provide a sample of all reports available in response to this RFP.
3. The Vendor(s) must furnish CSCD with an electronic summary and detailed report of Breath Alcohol Testing events within one (1) business day after requested by CSCD personnel or violation is detected. The reports must include any supporting documentation, remarks, and comments including but not limited to:
 - a. Notification of installation.
 - b. Notification of removal.
 - c. All services reports, with correlating evidence the defendant is the person using the device.
 - i. Compliance.
 - ii. Violation(s).
 - iii. Any unusual or irregular events.
4. The Vendor(s) must provide a monthly report listing the names, date of birth, and SID number for each defendant on Breath Alcohol Testing Services at the beginning of each month to designated CSCD personnel.
 - a. CSCD reserves the right to change defendant identification number required on the monthly report.

D. WEBSITE AND DATA TRANSFER

1. The Vendor(s) must have the ability to develop and maintain a secure, user-friendly website through which CSCD personnel may access all current and historical data for each defendant's Breath Alcohol Testing Services. All aspects of the website, including but not limited to format, content and ease of use must be approved by CSCD. The Vendor(s) must bear all expenses of website development and maintenance.
2. The Vendor's website must be secure, using the most current security practices, including individual user log-in identification prior to the display of any information. Encrypted transmission of all defendant information and user log-in identification must be required.

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

The Vendor(s) must collaborate with CSCD to determine best practices for website encryption. CSCD will be the sole arbiter of any collaborative decisions. CSCD must retain the right to require updates to the information to be included on the website, whether removing or adding information.

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

E. INSTALLATION AND TERMINATION OF SERVICE

1. The Vendor(s) must enroll the defendant in Breath Alcohol Testing Services and have equipment issued to the defendant within three (3) business days from the date the defendant or CSCD contacts the Vendor(s). Vendor(s) must send written confirmation to CSCD, in the manner prescribed by CSCD, of the date and time of service verification.
2. The Vendor(s) must terminate service within two (2) business days upon notification by CSCD, retrieve equipment from defendant and respond to the CSCD with written confirmation of date of termination.
3. Non-Payment – Termination Notice. Vendor(s) will not terminate defendant, deactivate or uninstall the Breath Alcohol Testing Device until CSCD, or Court has authorized removal of the device.
4. If Vendor is using defendant accessible office space, as discussed in IV.D.2 of this RFP, installations/termination of services in CSCD office space will only occur during business hours of business days. Business hours and business days means 8:00 a.m. to 5:00 p.m., Monday through Friday, and excludes designated Tarrant County Holidays.
 - a Vendor(s) may complete services at any time at their service center as long as the requirements in IV.D.2 of this RFP are met.

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

F. CONTINGENCY PLANS

1. The Vendor(s) should provide in its response to this RFP all contingency plans and procedures developed to address loss of electrical power, loss of telephone services, or equipment/computer malfunction.
2. The Vendor(s) should provide in its response to this RFP a specific contingency plan for continuation of services if Vendor(s) defaults on contract.

VI. RECORDS RETENTION AND RECORDS BACK-UP PLAN:

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

VII. SECURITY AND PRIVACY:

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

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

VIII. DISCLOSURE OF INFORMATION:

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

IX. TRAINING AND ORIENTATION:

- A. The Vendor(s) must agree to provide, at no additional cost to CSCD, full employee training regarding current services, interpreting reports, web-based services (if applicable), etc., and any supplemental training as needed. Under this paragraph, training needs will be determined and approved by CSCD.
- B. The vendor(s) must agree to provide, at no additional cost to CSCD or defendant, comprehensive defendant training including but not limited to:
 - 1. The operation and proper maintenance of the Breath Alcohol Testing equipment.
 - 2. Service Center location if applicable.
 - 3. When to report for service and calibration and/or data download process.

X. TESTIMONY:

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

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

XI. CRIMINAL HISTORY AUTHORIZATION FORM:

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

XII. TRANSITION PLAN:

- A. If the current contracted Vendor(s) is not awarded a contract as a result of this RFP, the following will be CSCD's transitional plan to transition defendants from the current contracted Vendor(s) to the newly awarded Vendor(s).
 - 1. On September 1, 2023, the newly awarded Vendor(s) will start receiving new referrals unless otherwise directed/ordered by a Tarrant County Judiciary or County of jurisdiction for transfer-in cases.
 - 2. Any defendant being serviced by current contracted Vendor(s) whose case expires on or before March 1, 2024 will remain with current contracted Vendor(s) until expiration and/or removal date.
 - 3. Between September 1, 2023 and December 1, 2023, CSCD will transition all remaining cases to the newly awarded Vendor(s) unless otherwise directed/ordered by a Tarrant County Judiciary or County of jurisdiction for transfer-in cases.

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

XIII. EVALUATION FACTORS:

- A. CSCD will consider several evaluation factors and will accept proposals from all responsible applicants. The objective of the CSCD is to enter into a contract with the Vendor(s) who best meets the evaluation factors in this section. In considering the proposals, CSCD reserves the right to select the acceptable applicant(s) who offers contractual terms and conditions that are most advantageous including price per unit/month. An evaluation utilizing a numeric score will be used to review the proposals. The proposal review process may include an opportunity for an oral presentation by the proposer(s) before the Review Committee.
- B. The following question is to be answered:
1. Does the device provide evidence that the defendant is the person using the Breath Alcohol Testing Device?
- Yes _____ No _____

Failure to answer this question will deem your proposal non-responsive and your company will not be considered for award.

- C. The evaluation factors and possible point values are as follows:
- | | |
|-------------------------------------------------------------------|-------------|
| 1. Vendor Qualifications and Experience..... | 250 |
| 2. Responsiveness of the RFP Requirements and Specifications..... | 200 |
| 3. Proposed Approach and Management..... | 250 |
| 4. References..... | 100 |
| 5. Cost to Defendants..... | 200 |
| TOTAL SCORE:..... | 1000 |

XIV. RIGHT OF THE COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT:

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

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

- B. All representations made by the CSCD are subject to the availability of legislative appropriations and do not represent an obligation on the part of the State of Texas, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the Community Justice Assistance Division, or the CSCD.
- C. Other departments or programs supported by the Tarrant County Purchasing Department may evaluate, for their purposes proposals submitted in response to this RFP, and/or after an award may contract with a Vendor(s) for Breath Alcohol Testing Services provided that:
 - 1. Each department or program must furnish its own funding.
 - 2. Each department or program must enter into its own agreement(s) with the Vendor(s) to provide Breath Alcohol Testing Services and must furnish CSCD with a copy of each agreement.
 - 3. Each Vendor(s) who provides and/or enters into a contract or agreement to provide Breath Alcohol Testing Services to a department or program other than CSCD must offer to CSCD the option of accepting any of the same Breath Alcohol Testing Services at the same terms and prices as are offered to or provided to the other department(s) or program(s).
- D. If any contract is awarded to Vendor(s), it is anticipated that the Proposal submitted in response to this RFP will be attached and incorporated into such contract as the Vendor(s) Operations Plan. Such Vendor(s) Operations Plan will be used by CSCD in determining and evaluating the adequacy of vendor's provision of services and contract compliance. If a formal written contract is negotiated and entered into between Vendor(s) and CSCD, it is anticipated that the format, terms and provisions, of such contract will be substantially as set forth at pg. 90-100 of the Contract Management Manual for TDCJ-CJAD Funding of Offender Services (September 1, 2015). Such contract format, suggested terms and provisions therein, are incorporated in this RFP by reference.
- E. Vendor(s) awarded a contract through this RFP must not employ a current CSCD employee on a full-time, part-time or temporary contract basis to perform services included in the agreement with CSCD.

XV. BEST AND FINAL OFFER (BAFO):

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

XVI. CONTRACT NEGOTIATION:

- A. The Tarrant County Purchasing Department may conduct contract negotiations along with representatives from CSCD and the Criminal District Attorney's Office.

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

- B. The County reserves the right at its sole discretion, to determine if pursuing contract negotiation is in the best interest of the County. The County is under no obligation to pursue contract negotiation.

XVII. PRESENTATION/DEMONSTRATION:

- A. Select Respondents may be asked to give a presentation and/or demonstrate their solution. Respondents should be prepared to give either a virtual or in-person presentation/demonstration.
- B. Tarrant County reserves the right to select whether presentations/demonstrations will be virtual or in-person. All costs associated with presentations/demonstrations are the sole burden of the Respondent.

XVIII. PROHIBITED COMMUNICATION:

- A. Any communication regarding this RFP with any Tarrant County elected official or judiciary; any member of the evaluation committee; any member of CSCD; is strictly prohibited. The only communication approved in this RFP, include the mandatory pre-proposal conference, faxed questions, and oral presentation/demonstration of Product and Services (If required by Review Committee).

XIX. PROPOSAL SUBMISSION REQUIREMENTS:

- A. Provide RFP response in the format listed below. Number all pages consecutively. All documentation should be in written format. Do not include any electronic submission.
 - 1. Section 1: Required Forms:
 - a. Proposal Signature Form with signature.
 - b. Addendum Signature Form(s) with signature (if applicable).
 - c. Certificate of Eligibility with signature.
 - d. Form for Disadvantaged Business Enterprises.
 - e. HUB Certificate Form (if applicable).
 - f. Insurance Certificates.
 - g. References.
 - h. Deficiencies and Deviations Form.
 - i. Questionnaire under Section XIII. B. 1.
 - 2. Section 2: Vendor Qualifications and Experience:
 - a. Executive Summary – brief narrative highlighting company background and experience related to services required in the RFP.
 - b. Qualifications – include resumes, licenses and certifications of management and staff that will operate/manage the services provided to Tarrant County.

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

- c. List of Public institutions or agencies for which the Vendor provides or has provided similar services within the past five (5) years. CSCD reserves the right to contact any public institution or agency on the list as additional references.
 - d. Past performance under previous/current CSCD contracts or as an approved service provider.
- 3. Section 3: Vendor Information:
 - a. Name, title, telephone, and fax numbers of Vendor's contact person for all inquiries. This single-point-contact must be responsible for fielding all inquiries from Tarrant County and CSCD and providing the Vendor's response.
 - b. Business Information:
 - i. If a corporation, include the date and state of incorporation including names and addresses of Vendor's principal officers, director, and/or partners.
 - c. Information addressing any performance related litigation Vendor has been involved in over the last five (5) years.
- 4. Section 4: Responsiveness to the RFP Requirements and Specifications:
 - a. Provide detailed information on how the Vendor's Breath Alcohol Testing device meet equipment specifications under Section IV A-D. Include details regarding device availability, ease of maintenance, and availability of repair parts.
 - b. Provide all language options
 - c. Give supporting detail as to your computer system and website features.
 - d. Limitations in the Vendor's ability to provide RFP requirements. (Should be listed on the deficiencies and deviations form).
- 5. Section 5: Proposed Approach and Management:
 - a. Provide a thorough response to requirements regarding:
 - i. Office operations/service center operations, statement is CSCD provided office space is not utilized.
 - ii. Data collection and evaluation
 - iii. Installation and termination of service.
 - iv. Case management services for events listed in V.B. 1a-1d of this RFP.

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

- b. Please detail your proposed provision of customer service, including but not limited to installation/termination, and Vendors proposed data plan (collection, evaluation, reporting requirements).
 - c. Please provide a narrative of proposed CONTINGENCY PLAN in Section V.F.
 - d. Please provide a narrative of RETENTION PLAN requirements in Section VI.
 - e. Please provide a narrative of proposed SECURITY AND PRIVACY requirements in Section VII.
 - f. Please provide a response to DISCLOSURE OF INFORMATION requirements in Section VIII.
 - g. Please provide a response to TRANSITION PLAN requirements in Section XII.
6. Section 6: Cost Proposal:
- a. Include list of ALL costs associated with Defendant-Paid Breath Alcohol Testing Services included in the RFP. Costs not listed in the RFP will not be allowed.
 - b. Include completed Proposal Cost Evaluation Form and itemized summary detailing how cost was calculated.
 - c. Proposal Fee Schedule



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)

<p align="center">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

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.

<p align="center">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

SUBCONTRACTORS

Bidders shall list below **all** work that will be subcontracted under this contract. Provide the company name of all sub-contractors identified by the bid due date in the space provided. Bidders should also indicate which areas will be subcontracted to DBE firms and the percentage to be subcontracted to DBE firms.

AREA TO BE SUBCONTRACTED	COMPANY NAME OF SUB-CONTRACTOR	DOLLAR VALUE	DBE PARTICIPATION		
			CHECK ONE YES (or) NO		DBE %
TOTAL					

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

<p>RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

CONTACT INFORMATION FORM

Contact Person

Name: _____

Title: _____

Email: _____

Phone: _____

Fax: _____

Back-up Contact Person

Name: _____

Title: _____

Email: _____

Phone: _____

Fax: _____

RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING 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 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!

<p>RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

REFERENCES

<p>REFERENCE THREE</p>

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCES MUST BE RETURNED WITH PROPOSAL!

<p align="center">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

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!

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

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: _____

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

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).

<p align="center">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

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.

**RFP FOR ANNUAL CONTRACT FOR
DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES**

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.

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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

<p align="center">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

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

<p align="center">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

PROPOSAL FEE SCHEDULE FORM

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

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

Fee Description	Cost
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____

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

<p style="text-align: center;">RFP FOR ANNUAL CONTRACT FOR DEFENDANT-PAID BREATH ALCOHOL TESTING SERVICES</p>

PROPOSAL COST EVALUATION FORM

Tarrant County CSCD currently supervises approximately **1,588** defendants court ordered to Breath Alcohol Testing Services. For cost evaluations purposes, please provide the total cost to the defendant for the following scenario:

A Defendant has a Breath Alcohol Testing device installed on September 1, 2023. The Conditions of Supervision are modified on December 1, 2023 for removal of the Breath Alcohol Testing device. Defendant reports December 1, 2023 to have the device removed.

Total defendant Cost for the period from September 1, 2023 to December 1, 2023:

\$ _____

MUST INCLUDE AN ITEMIZED SUMMARY DETAILING HOW COST WAS CALCULATED.

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