



GPS Monitor System for Midland County

Request for Proposal, 14MCO500

Date Required: November 25, 2014

Time Required: 3:00 PM Local Time

INTRODUCTION:

Midland County, hereafter called County, invites sealed proposals from interested qualified Vendors, hereinafter called Vendors or Contractors, to provide a **GPS MONITOR SYSTEM**. The following pages provide general information about the requirements and specifications for the package.

This request for proposal ("RFP") is part of a competitive procurement process which provides qualified vendors with a fair opportunity for their commodities and services to be considered, and to provide information concerning their expertise and experience in providing similar services to other customers. The RFP process provides a competitive negotiation platform, wherein price or cost is not the sole determinative factor. This process, designed to best serve the interests of the County, allows the County the flexibility to negotiate with interested, qualified Vendors (following designation by the Commissioners Court, one at a time) to arrive at a mutually agreeable relationship.

COPIES AND RECEIPT:

Please submit one (1) original, four (4) copies, and an electronic copy on USB drive of the proposal. **An executed copy of the Proposal Affidavit SIGNED AND NOTARIZED (Page 8) must be included in each submission.** Please note that if no Proposal Affidavit is included, the response will be rejected. Midland County is exempt from all state and federal taxes. Tax exempt certificates are available upon request.

All responses should be submitted in a sealed envelope, marked on the outside,

GPS MONITOR SYSTEM for Midland County 14MCO500

Company Name

Responses must be received by **3:00 PM Local Time November 25, 2014**. Late proposals will be rejected and returned without being opened. The clock in the Purchasing Agent's office is the official time piece for this submission. If interested, Contractors may use mail or express systems to deliver their proposal to the Purchasing Department; they should insure that they are tendered to the carrier in plenty of time to reach the Purchasing Department by the time and date required. Facsimile transmitted proposals shall not be accepted.

SUBMISSION LOCATION: All bids which are mailed, shipped, delivered, etc. should be addressed as follows:

Midland County Purchasing Department
Midland County Courthouse
Attention: Kristy Engeldahl, Purchasing Agent
500 N. Loraine Street, Suite 1101
Midland, Texas 79701

DOCUMENTATION SUBMISSION:

The respondent must submit all required documentation. Failure to provide requested information may result in rejection of the proposal.

ALTERATION OF PROPOSAL:

A proposal may be altered, modified or amended by a Vendor at any time, prior to the time and date set forth above as the submission deadline. Alterations, modifications or amendments to a proposal must be made in the offices of the Purchasing Department. Any interlineations, alteration or erasure made on a proposal before the submission deadline must be initialed by the signer of the proposal, guaranteeing authenticity. A proposal may not be altered, modified or amended after the submission deadline.

WITHDRAWAL:

A proposal may not be withdrawn or canceled by the respondent for a period of sixty (60) days following the date designated for the receipt of proposals, and respondent so agrees upon submittal of their proposal.

CONFLICT OF INTEREST:

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes annotated Local Government Code Title 5, Subtitle C, Chapter 171. Proposer is required to sign affidavit form included in Proposal documents.

SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications as to any detail of the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

CONFIDENTIALITY:

Contents of the proposals will remain confidential until the contract is awarded. At that time the contents will be made public; except for any portion of a proposal which has been clearly marked as a trade secret or proprietary data (the entire proposal may not be so marked). Proposals will be opened, and the name of the firm submitting the proposal read aloud, acknowledged, at **3:05 PM, November 25, 2014**, in the Purchasing Department Conference Room located in the Midland County Courthouse, Suite 1101. All respondents or other interested parties are invited to attend the opening.

ADDITIONAL INFORMATION AND DEMONSTRATION, NEGOTIATIONS:

If vendor plans to submit specialized pricing for dual services regarding this RFP and RFP# 14MCO501 ALCOHOL MONITOR SYSTEM, please submit alternate proposal sheet with said proposed outlay.

Prior to award, selected Vendors may be asked to provide further information concerning their proposal. The Midland County Commissioners Court reserves the right to reject any and all proposals or waive formalities as deemed in the best interests of Midland County. The County may also enter into discussions and revisions of proposals after submission and before award for the purpose of obtaining the best and final offer, and to accept the proposal deemed most advantageous to Midland County.

This request for proposal (RFP) is part of a competitive procurement process which is designed to best serve the interests of the County in obtaining complicated commodities and/or services. It also provides interested Contractors with a fair opportunity for their goods and services to be considered. The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor. Also, the County has the flexibility to negotiate with interested vendors (one at a time) to arrive at a mutually agreeable relationship. Negotiations will be arranged with vendors in a hierarchal order, starting with the vendor selected as the primary. If a contract cannot be negotiated, negotiations will move to the second vendor, and so forth until a contract is negotiated.

SELECTION CRITERIA:

Price is a primary consideration, however, it is not the only consideration to be used in the selection of an internet service provider. The product and/or service to be provided is also of major importance. Midland County will require that the successful vendor provide a representative for all County related business, service, billing, installation, activation and termination of said service. The evaluation criteria and factors are identified on page 18.

QUESTIONS:

If further information is required, please contact the Midland County Purchasing Department. All requests for information must be submitted in writing. Responses to all questions received will be sent to each Contractor/Vendor known to have copies of the Request for Proposal. Requests for information may be faxed to 432-688-4914 or e-mailed to pur103@co.midland.tx.us. All questions should be submitted on or before **5:00PM on November 7, 2014**. Questions received after said date and time will not receive a response.

ORDINANCES AND PERMITS:

The Contractor/Vendor agrees, during the performance of the work, to comply with all applicable Federal, State, or local code and ordinances.

INVOICES:

Invoices are to be mailed to P.O. Box 421, Midland, Texas 79702 and should cite the applicable Blanket Purchase Order Number, which will be prepared on a departmental basis for the fiscal year. Any and all notices or other communications required or permitted by any contract awarded as a result of this RFP shall be served on or given to Midland County, in writing, by personal delivery to the Purchasing Agent of Midland County, Texas, or by deposit with the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the Midland County Purchasing Agent 500 N. Loraine Suite 1101 Midland, TX 79701, or at such other address as may have been specified by written notice to Vendor.

INSURANCE:

The awarded Vendor will maintain such insurance as will protect the Vendor and the County from claims under the Workers' Compensation Acts, and any amendments thereof, and from any other claims for damages from personal injury, including death, which may arise from operations under this agreement, whether such operations be by themselves or by any sub-Contractor, or anyone directly or indirectly employed by either of them. Current Certificate of such insurance shall be furnished to Midland County and shall show all applicable coverage(s).

Other insurance requirements are:

General Liability with a limit of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate limit. This will include standard language and no exclusions for products/completed operations.

Commercial Auto Liability Insurance with a Combined Single Limit of no less than \$1,000,000. Workers' Compensation statutory limits.

We also recommend a follow form excess liability policy or umbrella with a limit of \$2,000,000. Professional Liability (errors and omissions coverage) – or coverage which will properly respond to item (1) below regarding violation of civil rights.

Midland County will require the selected Vendor to name Midland County as an additional insured and provide a waiver of subrogation prior to making a contract.

Vendor shall provide an adequate plan of insurance that provides: (1) coverage to protect Midland County and the State against all claims, including claims based on violations of civil rights arising from the Services performed by Vendor; (2) coverage to protect the State from actions by a third party against Vendor or any subcontractor of Vendor; and (3) coverage to protect the State from actions by officers, employees, or agents of Vendor or any subcontractor(s). Vendor shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of Midland County, the State and Vendor with the amounts and coverage's as required by law, in accordance with the following:

a. Claims that may arise out of or result from Vendor's actions/omissions/ operations hereunder, whether such actions/omissions/operations are by Vendor or by a subcontractor of Vendor, or by anyone directly or indirectly employed by or acting on behalf of Vendor or a subcontractor where liability may arise for:

- 1) Claims under workers compensation disability benefits, and other similar employee benefit actions.

2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any Vendor employees.

3) Claims for damages because of bodily injury, sickness or disease or death of any Person other than Vendor's employees.

4) Claims for damages insured by usual personal liability coverage that are sustained by (a) any Person as a result of an act directly or indirectly related to the employment of such Person by Vendor, or by (b) any other Person.

5) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

6) Claims for damages based on violations of civil rights.

7) Claims for damages arising from fire and lightning and other casualties.

b. Vendor shall 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 shall maintain a commercial general liability policy in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.

c. Certifications/policies of insurance shall be filed with Midland County prior to execution of this AGREEMENT. Vendor shall notify Midland within fifteen (15) days of cancellation of any policy required herein.

d. Compliance with the foregoing insurance requirements shall not relieve Vendor from any liability under the indemnity provisions.

ORAL COMMITMENT:

Proposers should clearly understand that any verbal representations made or assumed to be made during any discussions held between representatives of an proposer and any Midland County personnel or official are not binding on Midland County.

RIGHTS OF THE CONTRACTING AUTHORITY:

Midland County reserves the right to withdraw this RFP at any time and for any reason. Receipt of the proposal materials by Midland County or submission of a proposal to Midland County confers no rights upon the proposer nor obligates Midland County in any manner.

Vendor must agree to Midland County's Standard Terms and Conditions which are set forth in attached documentation.

All costs associated with the preparation or submittal of proposals shall be born by the proposer, and no cost shall be sustained by Midland County.

INDEMNIFICATION:

The Vendor shall defend, indemnify and save whole and harmless the County and all its officers, agents and employees from and against any and all demands, claims, suits, or causes of action of any character, name, kind or description brought for, or on account of, arising out of or in connection with the Vendor's performance or non-performance of any obligation of Vendor or any negligent act, misconduct or omission of the Vendor in the performance of its contractual obligations. The Vendor shall defend, indemnify, save, and hold harmless the County and its officers, agents, representatives and employees from and against any and all demands, claims,

suits, or causes of action of any character, name, kind or description brought for, on account of, arising out of or in connection with Vendor's product or service.

STATUS OF INDEPENDENT CONTRACTOR:

Vendor shall be considered an independent contractor, for all purposes. Vendor will not at any time, directly or indirectly, act as an agent, servant, representative or employee of the County. Vendor will not take any action which is intended to create any commitments, duties, liabilities or obligations on behalf of the County, without prior written consent of the County.

PARTIAL INVALIDITY:

In the event any one or more of the provisions contained in this RFP or any contract resulting therefore, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this RFP or any contract resulting therefore and this RFP or the contract resulting therefore shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

REMEDIES:

The successful Proposer and Midland County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

CONTRACT TERMINATION:

Non-performance of the Vendor/Contractor in terms of specifications or noncompliance with terms of this contract shall be basis for termination of the contract by the County. Termination in whole or in part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, by giving (60) sixty days written notice to the Contractor/Vendor with the understanding that all work being performed under this contract shall cease upon the date specified in such notice. The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor/Vendor may be given reasonable opportunity prior to termination to correct any deficiency. This, however, shall in no way be construed as negating the basis for termination for non-performance. The right to terminate the notice thereof is controlled by these proposal specifications and is not subject to being altered by contract.

VENUE:

It is hereby agreed that the contract will be made in Midland, Midland County, Texas, and any dispute arising as a result of it shall be governed by the laws of the State of Texas for the purpose of any law suit, and the parties agree that such lawsuit shall be brought in Midland County, Texas.

LAW GOVERNING:

The parties under contract shall be subject to all Federal laws and regulations, and all rules and regulations of the State of Texas. The laws of the State of Texas shall govern the interpretation and application of the contract; regardless of where any disagreement over its terms should arise or any case of action arise.

FUNDING CONTINGENCY:

Any contract awarded pursuant to this RFP shall be contingent on sufficient funding and authority being made available in each fiscal period by the appropriate officials of Midland County. If sufficient funding or authority is not made available, the contract shall become null and void.

ASSIGNMENT:

The Contractor shall not sell, assign transfer or convey this contract in whole or in part, without the prior written consent of the County.

**REQUIRED FORM
COMPANY AFFIDAVIT**

The affiant, _____ states with respect to this submission to County:

I (we) hereby certify that if the contract is awarded to our firm that no member or members of the governing body, elected official or officials, employee or employees of said County, or any person representing or purporting to represent the County, or any family member including spouse, parents, or children of said group, has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee or any other financial benefit on account of the act of awarding and/or executing a contract.

I hereby certify that I have full authority to bind the company and that I have personally reviewed the information contained in the RFP and this submission, and all attachments and appendices, and do hereby attest to the accuracy of all information contained in this submission, including all attachments and exhibits.

I acknowledge that any misrepresentation will result in immediate disqualification from any consideration in the submission process.

I further recognize that County reserves the right to make its award for any reason considered advantageous to the County. The company selected may be without respect to price or other factors.

Signature _____ Date _____

Name _____ Phone _____

Title _____

Firm Name _____

Type of business organization (corporation, LLC, partnership, proprietorship)

Address _____

County, State, Zip _____

Notary Seal Below

SPECIFICATION AND REQUIREMENTS:

I. PURPOSE

- A. It is anticipated that Midland County will continue the use of electronic GPS monitoring services as a supervision tool for offenders/defendants and as an alternative measure for sentencing, confinement and possible revocation.
- B. It is the expressed intent of Midland County to award a contract to the Vendor with the best technology, price and customer service, while at the same time providing as much protection as is practical to the public.

II. STANDARDS FOR SERVICE

- A. VENDOR ACCESSIBILITY - The vendor shall provide a single point of contact for the services identified in this RFP. Midland County reserves the right to speak with other individuals associated with the vendor including, but not limited to, subcontractors if applicable.
- B. INFORMATION REQUIRED OF VENDOR - Vendor should include the following information in response to this RFP.
 - 1. Name, title, telephone, fax numbers, and email address of vendor's contact person for all inquiries. The contact person shall be responsible for fielding all inquiries from Midland County and providing the vendor's response.
 - 2. Business form of vendor (e.g., corporation, partnership, sole proprietorship, etc.) if applicable.
 - a. If a corporation, include the date and state of incorporation.
 - b. Vendor's Tax Identification Numbers.
 - c. Names and addresses of vendor's principal officers, directors, and/or partners.
 - 3. The name(s) and address(es) of the vendor's insurance carrier(s), along with a statement(s) from vendor's insurance carrier(s) that insurance as specified in the insurance section on pages 4 and 5 is either in force and/or available upon vendor's request.
 - 4. List including address and telephone number of all public institutions or agencies to which the vendor provides or has provided similar services within the past five (5) years. **Midland County reserves the right to contact any public institution or agency on the list as additional references.**

C. PROVISION OF EQUIPMENT AND SERVICES

1. All equipment proposed for use of electronic monitoring services must be provided (including shipping) and serviced by the Vendor for the term of the contract.
2. All electronic monitoring services proposed or required by the proposal must be provided by or through the Vendor.
3. The Vendor shall provide a set of all necessary tools and supplies for each monitoring location for minor replacement and/or adjustments.
4. The Vendor shall provide documentation in their response to this RFP if they will be entering into sub-contractual relationships for the provisions of any equipment or services requested in this RFP.
5. The Vendor shall establish a program to provide translation services for non-English speaking offenders. Forms must be available in English and Spanish.
6. The Vendor shall replace defective or malfunctioning parts and/or equipment within forty-eight (48) hours of notice or knowledge of a malfunction or failure for Active GPS. Midland County shall not be responsible for the maintenance and/or replacement of damaged or lost unit(s) caused by malfunction, negligence and/or intentional damage.

D. EQUIPMENT CHANGES/UPGRADES

1. Any alterations in product manufacture or fabrication, or any proposed use of substitute equipment will require prior approval by the Dept.
2. When a manufacturer of the equipment being used by Midland County under the terms of any agreement with Midland County makes improvements or upgrades to any equipment being provided under such agreement, the Vendor shall make those improvements or upgrades available to Midland County immediately and without cost to Midland County. Any such improvements and/or upgrades must be tested by Midland County and/or the Vendor and also approved by Midland County prior to being implemented or introduced.
3. Any recall notices known by the vendor must be disclosed solely to Midland County immediately. Such recalled devices must be replaced within 24 hours.

E. SERVICES

1. The Vendor must establish and maintain a seven-days-per week, twenty-four hours per day (7 x 24) toll free telephone number for customer service access. A voicemail service is insufficient. Any subcontractor being used as part of this RFP must establish and maintain a seven-days-per week, twenty-four hours per day (7 X 24) toll free telephone number for customer service access. A voicemail service is insufficient.
2. In combination with the Electronic Monitoring Services, the Vendor shall provide "Offender/Defendant management" or "case management" services, which shall include, but not limited to, the following:

- a. Providing court testimony, either in person or written, as requested or required.
 - b. Providing and maintaining a database computer system to enroll offenders/defendants, monitor their activities, and otherwise operate the offender/defendant case management system which has the ability to provide custom reports to the departments of Midland County. This database system should ensure access to offender/defendant information is restricted to only those persons so designated by Midland County.
3. The Vendor shall accommodate the service requirements of offenders/defendants during the normal Midland County business hours of Monday-Friday, 7:30am to 4:30pm. Midland County reserves the option to adjust future operational hour requirements based upon business needs.

NOTE: Vendor should clearly indicate in its response to the RFP, which offender/defendant case management services and staff are being proposed and describe fully the methods and procedures Vendor will use to provide the services.

III. EQUIPMENT

The Vendor shall furnish all necessary equipment for the monitoring of offenders/defendants supervised by Midland County. Midland County reserves the right to designate and/or approve the equipment/system(s) that will be used for each offender/defendant. Midland County would prefer (but does not require) that the Vendor furnish an optional portable device for victim notification that will be provided to the victim along with a waiver of liability (see ATTACHMENT A). This device should alert the victim if the offender/defendant is within 300 feet radius of said portable device.

A. GLOBAL POSITIONING SYSTEM

1. The Vendor shall provide all necessary equipment for active tracking of an offender/defendant through the use of a Global Positioning System (GPS) allowing for the offender/defendant to be tracked seven-days per week, twenty-four hours per day (7 x 24) within a maximum 100 foot radius of his/her actual location. Vendor should provide in its response to this RFP, actual radius capability of proposed device(s).
2. The system should be capable of setting up exclusion and inclusion zones into the GPS program to provide advance warnings for identified victims of offenders being monitored by the GPS. System will notify victim upon victim request with victim information.
3. The equipment should have multiple "Tamper Alarm" features (transmitter, strap, and receiver) and low battery alert.
4. Equipment should be designed with dynamic memory storage and internal battery back-up with a minimum of 20 hours of self-containment for continual monitoring in the event of power loss.

- B. AUXILLARY COMMUNICATIONS SERVICES - The Vendor shall provide, at no additional cost, the necessary communications access to permit Midland County to manage electronic monitoring supervision.
- C. TECHNICAL SPECIFICATIONS - The Vendor should provide complete technical specifications for each item of equipment proposed, including but not limited to the following:
 - 1. Transmitter - (if applicable) The transmitter should neither pose a safety hazard nor unduly restrict the activities of the offender/defendant.
 - a. Dimensions.
 - b. Material.
 - c. Weight.
 - d. Battery type.
 - e. Battery life.
 - f. Battery charging capabilities.
 - g. Strapping device.
 - h. Is it field serviceable?
 - i. Possible transmission obstacles/interference.
 - j. Transmission cycles.
 - k. Tampering features.
 - 2. Receiver (if applicable)
 - a. Battery Backup system (type) and capabilities.
 - b. Battery Discharge time under power loss.
 - c. Interface with any telephone calling features.
 - d. The tracking device should be capable of storing at least 5 days worth of data should the device lose communications with the data center for some reason.
 - e. The tracking device should operate for a minimum of 20 hours on a single charge.
 - f. The tracking device should not lose any data if the battery is depleted.
 - g. The tracking device should be capable of notifying or alerting the offender of violations immediately (Active) of certain violations, including service disruption for longer than 30 minutes.
 - 3. Victim Portable Alert Device
 - a. Dimensions.
 - b. Material.
 - c. Weight.

- d. Battery type.
- e. Battery life.
- f. Battery charging capabilities.

D. PERFORMANCE CHARACTERISTICS (All applicable equipment)

- 1. Sensitivity.
- 2. Effective range of Operation.
- 3. Limitations.
- 4. Hindrances to performance.
- 5. Capable of allowing zones of inclusion and exclusion both directly on a map and based on an address that is geo coded.
- 6. Capable of allowing users to enter both standard rectangular and free form shaped zones for inclusion or exclusion.
- 7. Contain a subsystem that allows for viewing multiple offenders on a map at the same time during a defined date/time range.

E. SYSTEM COORDINATION - Each GPS type of electronic monitoring service provided by the Vendor should coordinate its coverage with all other electronic monitoring services provided by the Vendor.

NOTE: Where the specifications outlined are not applicable because of the uniqueness of the technology, the Vendor should advise Midland County and explain why the specifications should not apply.

IV. LEVEL OF SERVICE

A. DETECTION OF VIOLATIONS

- 1. Upon award of this RFP, the Vendor should collaborate with Midland County departments to define violations. The Vendor shall be capable of immediately detecting a violation and taking appropriate immediate action. The Vendor shall take the following actions in response to any violations:
 - a. Immediately phone all available phone numbers for the offender/defendant and attempt to resolve the situation after determining the cause of the problem.
 - b. Record the date and time of the call(s), the name(s) of any person(s) contacted, and the results of the contact(s).

B. NOTIFICATION OF VIOLATIONS

- 1. During Normal Midland County Duty Hours (Monday-Friday, 7:30am to 4:30pm):
 - a. Call the supervising officer, his/her supervisor, or the unit duty officer and advise him/her of the detected violation and any pertinent details.
 - b. Prepare and deliver a written report to the designated Midland County departments by 8:00 a.m. (Central Time) next business day. Include the offender's/defendant's name, description of the problem, the staff person

who telephoned the residence, the name of any person contacted, the results of the contact, and any actions taken.

2. After Midland County Hours (after 4:30 p.m. and before 7:30 a.m., Monday-Friday), Weekends, & Holidays:
 - a. Upon award of RFP, Vendor and Midland County will coordinate to determine when designated department personnel will be contacted after hours for violation notification.
 - b. Prepare and deliver a written report to the designated departments by 8:00 a.m. (Central Time) next business day. Include the offender's/defendant's name, description of the problem, the staff person who telephoned the residence, the name of any person contacted, the results of the contact, and any actions taken.

C. REQUIREMENT REPORTS/VIOLATION PROTOCOLS

1. Vendor should, in collaboration with Midland County Departments:
 - a. Identify required reports.
 - b. Set-up rules/guidelines on how each department requires Vendor to submit required reports.
 - c. Be required to have daily, weekly, monthly report (i.e. Violation reports as identified; Daily activity reports by website or email).
 - d. Establish and have a coordinated effort with appropriate inter-agencies to identify and set specific protocols for serious GPS violations that involve victim-sensitive cases specifically how these violations will be handled during and after hours (agencies identified but not an all inclusive list: Law Enforcement agencies, Victim/Witness; District Attorney's Office; Probation; Pretrial Services; Judges, etc.).
 - e. Identify and set-up specific protocols for GPS violations with the referring agencies and state how violations will be handled during and after hours.

D. REPORTS

The Vendor should include sample copies of all available reports as part of response to this RFP.

1. The Vendor shall provide a written summary of all violation reports to the Midland County Departments by 8:00 a.m. (Central Standard/Daylight Savings Time) next business day.
2. The Vendor should have the ability to provide copies of computer generated personal data, monitoring data, or follow-up reports on monitoring incidents by email, website, mail, or other secure methods when required/requested.

3. The Vendor shall prepare and forward to the designated Midland County Department personnel, reports concerning any interruption of service including the date and time that the interruption began and was restored, a description of the problem, resolution of same, and the Vendor's plan for avoiding similar problems in the future.
4. The Vendor shall provide a monthly report listing the names, date of birth, last 4 digits of Social Security number, and type of monitoring provided for each offender on electronic monitoring at the beginning of the month to designated Midland County Department personnel. The Vendor shall provide at the beginning of each month a monthly report listing the names, date of birth, and last 4 digits of Social Security number for each offender removed from monitoring during the previous month to designated Midland County Department personnel.

E. INITIATION AND TERMINATION OF SERVICE

1. The Vendor will provide a seven-days-per week, twenty-four hours per day (7 x 24) operation with no minimum number of clients.
2. The Vendor must enroll the offender on electronic monitoring, have equipment issued to the department, and have service connection verified by the department immediately.
3. The Vendor shall terminate service immediately upon notification by the department, which will remove equipment from offender/defendant and his/her residence within twenty-four (24) hours of notification.
4. Non-Payment – Termination request. Vendor will NOT terminate client from services, deactivate device, stop monitoring or stop tracking client until removal of the device has been authorized by Midland County.
5. Vendor will only terminate services during business hours of business days. Business hours and business days means 7:30 A.M. to 4:30 P.M., Monday through Friday, and excludes designated Midland County Holidays.

F. SYSTEM AND EQUIPMENT MAINTENANCE

1. The Vendor and any subcontractors shall have sufficient staff to provide monitoring services on a seven-days-per week, twenty-four hours per day (7 x 24) basis. In the event of an equipment and/or system malfunction and/or failure that may impede or interrupt electronic monitoring services, Vendor shall notify Midland County immediately during normal business hours, or in the event of an after-hours equipment and/or system malfunction or failure, by 8:00 AM (CST) the next business day.
2. The Vendor shall provide replacement equipment by the following business day per request of the department.
3. The Vendor shall be responsible for the maintenance and/or replacement of damaged or lost unit(s) caused by malfunction; negligence and/or intentional damage.

4. The Vendor shall charge Midland County for active units only.

G. FORMS - The Vendor must agree to accept all Midland County forms. Any required data conversion is the responsibility of the Vendor. Midland County must approve any form(s) before it (they) can be used by Vendor.

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

V. RECORDS RETENTION AND RECORDS BACK-UP PLAN

A. The Vendor shall retain the Electronic Monitoring records of each offender/defendant for the duration of their period of community supervision, regardless of when the vendor services are discontinued, plus an additional three (3) years past the expiration or revocation of community supervision.

B. The Vendor shall have in place a records back-up system to recover records in the event of a disaster and/or catastrophic loss of data storage.

VI. SECURITY AND PRIVACY

The Vendor shall provide a statement of acknowledgement and detailed description of measures taken to insure compliance with and adherence to each of the following requirements of confidentiality:

A. No unauthorized access to the system is allowed and no information shall be disclosed to any third party without the written authorization of Midland County or by order of a court of competent jurisdiction.

B. The confidentiality of offender/defendant records shall not be compromised.

C. All data collected shall be saved in its original form and shall not be altered.

D. Make available all records relating to an offender/defendant upon and in accordance with a written request by designated Midland County staff. Disclosure of records and discussion with staff members under this paragraph shall be on an "unrestricted communication" basis.

E. The Vendor shall ensure that all persons having access to or custody of records understand and comply with the confidentiality requirements of this contract.

F. The Vendor shall notify Midland County immediately upon receipt of any legal process requesting or requiring disclosure of any records of any offender/defendant.

VII. DISCLOSURE OF INFORMATION

The Vendor shall provide a statement of acknowledgement and a detailed description of measures taken to insure compliance with each of the following requirements of disclosure:

A. Any personal or monitoring information regarding the offender/defendant that is made available to the Vendor shall be used by the Vendor only for the purpose of providing electronic monitoring services to Midland County, and shall not be

divulged or made known in any manner to any person except as may be necessary to provide services as required by Midland County.

- B. The Vendor shall be responsible for protection of the confidentiality of each offender's/defendant's records and shall assure that all work is performed under the supervision of the Vendor or the Vendor's responsible employees.
- C. Each employee of the Vendor to whom information may be available or disclosed shall be notified in writing by the Vendor that the information disclosed can be used only for the specific purpose and to the extent necessary to accomplish the electronic monitoring and surveillance of the offender/defendant.

VIII. CRIMINAL HISTORY AUTHORIZATION FORM

- A. All vendor employees who will be providing services for this RFP will be subject to a criminal background check.
- B. Vendor employees will be asked to sign a Criminal History Authorization Form and Midland County will conduct a criminal history search.
- C. The form will include authorization for Midland County to conduct a search of criminal record data bases operated by Midland County, the Texas Department of Public Safety, the Federal Bureau of Investigation, and all state agencies participating in the FBI's automated criminal history data base system (NCICIII). The form will authorize the search of driving history and warrant record data bases under the control of these agencies.
 - 1. The employee also releases from claim of liability of any type, the Midland County, the Texas Department of Public Safety, the Federal Bureau of Investigation, and other agencies involved with the CCH search.
 - 2. The employee may challenge data obtained in said CCH search per federal and state protocols.

IX. TRAINING AND ORIENTATION

The Vendor shall agree to provide, at no additional cost to Midland County, full employee training regarding current devices, interpreting reports, web base services, etc., and any supplemental training as needed. Under this paragraph, training needs will be determined by Midland County.

NOTE: Midland County shall approve the content of any training offered.

X. TESTIMONY

When requested, at no additional cost to Midland County and regardless of the client's county of original jurisdiction, Vendor must agree to provide written documentation and/or affidavit and appear and/or testify in court for any case currently or formerly supervised by Midland County. Questions pertaining to reimbursement for testimony costs should be directed to the District Attorney or Defense Counsel requesting the testimony.

XI. EVALUATION

- A. Midland County will consider several evaluation factors and will accept proposals from all responsible applicants. The objective of Midland County is to enter into a contract with the Vendor who proposes the best service and the best technology at the best prices. In considering the proposals, Midland County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including price per unit/day. An evaluation utilizing a numeric score will be used to review the proposals. The review process may include an opportunity for an oral presentation by the proposer(s) before the Evaluation Committee.
- B. The evaluation factors and possible point values are as follows:
 - 1. Vendor qualifications and experience:..... 0 – 25 Points
 - a. Past/Current performance under Midland County contracts or as an approved service provider.
 - b. Evidence of Vendor’s previous accomplishments and experience in providing electronic monitoring services with the last five (5) years.
 - c. Vendor’s qualifications (e.g. Experience/Licenses/Certifications of management and staff).
 - 2. Responsiveness to the RFP Requirements and Specifications:..... 0 – 10 Points
 - a. The Manner in which the minimum requirements are met and the extent to which these requirements are exceeded.
 - b. Completion of all aspects and information requested for in this RFP and the attachments thereto.
 - 3. Proposed Approach and Management:..... 0 – 25 Points
 - a. Vendor’s services
 - 1) Time required for service activation and termination.
 - 2) Tamper resistance of equipment and ease of installation of equipment.
 - 3) Proposers timeframe for replacement of malfunctioning/damaged or lost devices.
 - b. Capabilities of the Electronic Monitoring Devices and, if applicable, Victim Portable Alert Devices
 - c. Proposal Fee Schedule.
 - d. Demonstration of Equipment and Services.
 - 4. References:..... 0 – 10 Points
Past performance under previous/current Public Institutions or Agencies (other than Midland County).
 - 5. Cost to Midland County: 0 – 30 Points
This information will be obtained from the Proposal Cost Evaluation form.

TOTAL SCORE: 100 POINTS

C. Evaluation Process

1. The County reserves the right, at its sole discretion, to determine the process for proposal evaluation and may elect to accelerate the evaluation process by combining or eliminating evaluation phases, if it is deemed in the public interest to do so.
2. Costs will be evaluated using the following formula:
(Lowest Cost Proposal/Proposer's Cost Proposal) x 30:
Maximum Cost Proposal Points:.....30 Points

D. Presentations and Demonstrations

1. Midland County may at its discretion, elect to have Proposers provide oral presentations and respond to inquiries from the evaluation committee related to their proposal.
2. The vendors with highest initial scores may be invited to provide a demonstration and/or test of proposed equipment to the Evaluation Committee at the County's discretion.
3. Demonstration/Test scores will be based on the same criteria used for the initial ranking.
4. Midland County reserves the right at its sole discretion to determine if oral presentation(s), demonstration(s) and product test(s) are in the best interest of the County. Midland County is under no obligation to request oral presentations, demonstrations or tests.

E. Best and Final Offer (BAFO)

1. The Proposals with the highest scores may be invited to prepare a Best and Final Offer for consideration by the Evaluation Committee.
2. The County reserves the right at its sole discretion to determine if pursuing BAFO(s) is in the best interest of the County. The County is under no obligation to pursue BAFO(s).
3. In the event the County elects not to pursue BAFO(s), Contract Negotiation may be conducted based on the Final Rankings previously described.

F. Contract Negotiation

1. The Midland County Purchasing Department may conduct Contract Negotiations along with representatives from other Midland County departments.
2. The County reserves the right, at its sole discretion, to determine if a pursuing Contract Negotiation is in the best interest of the County. The County is under no obligation to pursue Contract Negotiation.

XII. PROPOSAL SUBMISSIONS

Provide RFP response in the format listed below. Number all pages consecutively. One (1) original, four (4) copies, and an electronic copy on USB drive should be submitted.

- A. Section 1: Required Forms
 - 1. Proposal Affidavit with signature and notarization.
 - 2. Addendum Signature Form(s) with signature (if applicable).
 - 3. Insurance Certificates.
 - 4. References.
 - 5. Deficiencies and Deviations Form.
- B. Section 2: Vendor Qualifications and Experience
 - 1. Executive Summary – brief narrative highlighting company background and experience related to services required in the RFP.
 - 2. Qualifications – include resumes, licenses and certifications of management and staff that will operate/manage the services provided to the County.
- C. Section 3: Responsiveness to the RFP Requirements
 - 1. Provide detail information on how you propose to meet or exceed all the RFP requirements.
 - 2. Include the capabilities and specifications for proposed electronic monitoring devices.
- D. Section 4: Approach and Management

Provide a brief narrative of how you propose to manage the contract services. Include in your narrative the following information:

 - 1. Time required for service activation and termination.
 - 2. Tamper resistance features of equipment.
 - 3. Installation process.
 - 4. Maintenance, service, and replacement of units.
 - 5. Availability of repair parts.
 - 6. Monitoring procedures.
- E. Section 5: Cost Proposal
 - 1. Include list of all costs associated with installation, maintenance and monitoring of all devices included in the RFP. All charges will be billed to Midland County Departments. Cost not listed in the RFP will not be allowed.
 - 2. Include completed Proposal Cost Evaluation Form and itemized summary detailing how cost was calculated.

XIV. RIGHTS OF MIDLAND COUNTY

- A. Midland County reserves the right to waive, change, add, or delete any terms or conditions of this RFP. Midland County 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 Midland County. Midland County reserves the right to use, for its benefit, ideas contained in the proposals submitted. Midland County 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, Midland County may adopt an interpretation(s) most advantageous to the County. Midland County may, at its discretion, request Vendor(s) to make an oral presentation to the County and/or its designee(s) in support of their proposals. Upon review of proposals, Midland County may select the proposal(s) which in its judgment is (are) most advantageous to the County and thereupon select the Vendor(s) with whom to negotiate a contract(s). Such determination shall be solely at the discretion of Midland County.
- B. If any contract is awarded to Vendor, it is anticipated that the Proposal submitted in response to this RFP will be attached and incorporated into such contract as the Vendor Operations Plan. Such Vendor Operations Plan will be used by Midland County in determining and evaluating the adequacy of Vendor's provision of services and contract compliance.
- C. Vendors who are in an agreement with Midland County for services shall not employ a current Midland County employee on a full-time, part-time or temporary contract basis to perform services included in the agreement with Midland County.

ATTACHMENT A

RELEASE

I acknowledge that I am being provided with the _____ victim notification equipment by Midland County. I also acknowledge that this equipment is being provided to me for my benefit and to allow me to obtain information important to me as a crime victim, but that the equipment is not being provided for my safety.

I understand that although neither Midland County nor _____ guarantee that the equipment will function properly and in a timely manner in every instance. With this understanding, it is my desire to be provided with the notification equipment and service.

I hereby release Midland County, its officers and employees and _____ for any injuries or damages I might suffer while using or as a direct or indirect result of using the victim notification equipment provided to me.

This is a general release of all claims and causes of action of every kind and character and is to be interpreted liberally to effectuate the maximum protection for Midland County and _____.

Signed on the _____ day of _____, 20_____.
(date) (month) (year)

(signature)

(printed name)

Witness:

(signature)

(printed name)