



COUNTY OF EL PASO
800 E. Overland, Suite 300
El Paso, Texas 79901
(915) 546-2048 (915) 546-8180 Fax

Notice to Interested Parties

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., Thursday, February 27, 2020 to be opened at the County Purchasing Office the same date for Offender/Defendant Paid Electronic Monitoring Services for the County of El Paso.

**Proposals must be in a sealed envelope and marked:
"Proposals to be opened Thursday, February 27, 2020
Offender/Defendant Paid Electronic Monitoring
Services for the County of El Paso
RFP Number 20-015**

Do not contact the requesting department. Any questions or additional information required by interested vendors must be e-mailed to: bidquestions@epcounty.com before Thursday, February 13, 2020, at 12:00 p.m. Proposal number and title must be on the "Subject Line" of the e-mail. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.

Any changes in the specifications will be posted on the County website as an addendum. It shall be the proposer's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted. Website: www.epcounty.com ; click button labeled "Directory", search for and select "Purchasing", click on button labeled "List of Bids".

Award will be made based on a review of qualifications, scope of services and price. **COMMISSIONER'S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND WAIVE TECHNICALITIES.** Only proposals that conform to specifications will be considered. Successful Proposer shall not order items or services until a Purchasing Order is received from the County Purchasing Office. Payment will not be made on items delivered without an Agreement. Payment shall be made through County funds after completion of goods or services. Purchase Orders will be issued as required. Successful proposer must comply with all bonding requirements as stated in the Texas Local Government Code §262.032.

In order to remain active on the El Paso County Vendor list, each Vendor receiving this proposal must respond in some form. Vendors submitting a proposal must meet or exceed all specifications herein.

DEBRA CARREJO CPPO, CPPB
Purchasing Agent

El Paso County Code of Ethics Training Affidavit

(This form must be signed by an officer, principal, or individual authorized to bind the company under a contract with the County.)

IN COMPLIANCE WITH CHAPTER 161 OF THE TEXAS LOCAL GOVERNMENT CODE, ANY VENDOR INVOLVED IN A SINGLE PROCUREMENT EXCEEDING \$50,000 MUST COMPLETE THE ENCLOSED ETHICS TRAINING BEFORE SUBMITTING A BID OR PROPOSAL WITH THE COUNTY OF EL PASO.

Purpose: The stability of democracy depends upon the continuing consent of the governed, which in turn depends upon the trust the electorate holds for its government. The Ethics Commission of the County of El Paso, Texas, in concert with elected county officials, as well as leaders of the various county departments, recognizes the need to maintain the public trust and confidence in the workings of county government and thus adopts this Code of Ethics.

What is a vendor:

Any person or their representative or employee whose goods and services are purchased under the terms of a purchase order or contractual agreement with the county; and any other persons doing business with the County.

Procurement: In advising upon, discussing, recommending, and/or granting any County purchases, bids or contracts, County public servants shall inform themselves about their financial interests, and shall make a reasonable effort to inform themselves about the financial interest of their family members.

County public servants shall excuse themselves from exercising influence, participating in, discussing, recommending, and/or granting of any County purchases, bids, or contracts if they or a family member have a substantial financial interest.

Private Communication: No member of the El Paso County Commissioners Court, County Elected Officials/Department Heads or the El Paso County Hospital District Board of Managers shall permit any vendor, its lobbyists, representative, or employee to communicate with him privately regarding any procurement of items by the County or the Hospital District from the date that the bid, RFP, or RFQ is authorized or released, whichever is first. No private communication regarding the purchase shall be permitted by a member of the Commissioners Court, a county elected official/department head, or

El Paso County Code of Ethics Training Affidavit (continued)

the hospital district board of managers until the procurement process is complete and a purchase order is granted or a contract is entered into.

Members of the Commissioners Court, county elected officials/department heads and the board of managers shall make a reasonable effort to inform themselves regarding procurements and shall have a duty to inquire of vendors, their lobbyists, representatives, or employees, the nature of the private communication being sought prior to engaging in any communication.

This prohibition against private communication with vendors, their lobbyists, representatives, or employees shall apply to commissioners court approval of hospital district purchases.

I _____ am an officer, principal, or individual
(Full Name)

authorized to bind the company, known as

(Company name)

By reading and signing this document, I confirm that I have been trained in the County of El Paso's Code of Ethics regarding Vendors. I understand that any contact by myself or any representative of the company with a County of El Paso official or county employee, other than those shown on the RFP or bid documents shall cause the bid or proposal to be immediately disqualified from consideration of award.

Name _____

Title _____

Company Name _____

Address _____

Signature _____

Date _____



**EL PASO COUNTY PURCHASING DEPARTMENT
800 E. OVERLAND AVE., ROOM 300
EL PASO, TEXAS 79901
(915) 546-2048
FAX: (915) 546-8180**

Memorandum

To: All Vendors

Subject: County Purchasing New Vendor/Bid System & Online Vendor Registration

The Purchasing Department has implemented its new bid processing vendor notification/registration system. The new system will allow vendors to register and maintain their vendor file in real time without the intervention of the Purchasing Department. Vendors will maintain their address information and contact information; as well as the commodity information that the vendor wants to be considered for on County bid solicitations. Vendors will be given a choice of receiving hard copy bid notifications, or electronic notifications to the vendors designated email and/or cellular telephone text number. We hope that the changes will help our vendors receive their solicitations in a more effective and efficient manner that will benefit both the County and the vendor with more timely, accurate, competitive bids.

All vendors wishing to receive or continue to receive bid notifications must register in this new system at www.epcounty.com. /Bids & More/Vendors List. Thank you for your cooperation. If you have any questions please contact us at (915)546-2048.

EL PASO COUNTY SIGNATURE PAGE

RFP 20-015
Offender/Defendant Paid Electronic Monitoring
Services for the County of El Paso
Vendor must meet or exceed specifications

Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. **Please submit one (1) original copy and six (6) electronic versions of the complete proposal (CD/DVD/Flashdrive) in Word/PDF Format. Electronic copies must reflect the original hard copy.**

I or we agree to furnish the following described equipment, supplies, or services for the prices shown in accordance with specifications listed below or attached. By execution of this proposal, I hereby represent and warrant to El Paso County that I have read and understood the Proposal Documents and the Contract Documents and this proposal is made in accordance with the Proposal Documents.

Please quote prices and discounts on the following items:

F. O. B. El Paso County

Company	Mailing Address
Federal Tax Identification No.	City, State, Zip Code
DUNS Number (Applicable to Grant Funded Project)	
Representative Name & Title	Telephone Number include area code
Signature	Fax Number include area code
Date	Email Address

*****THIS MUST BE THE FIRST PAGE ON THE PROPOSAL SUBMITTED*****

**Offender/Defendant Paid
Electronic Monitoring Services
for the County of El Paso**

RFP 20-015



**Opening Date
Thursday, February 27, 2020**

I. PURPOSE

- A. It is anticipated that The County of El Paso County Justice System will utilize Electronic Monitoring Services as a supervision tool for offenders/defendants and as an alternative measure for sentencing, confinement and bond conditions.
1. It is the expressed intent of The County of El Paso to award a contract for each of the three (3) Options listed to a vendor that best meets the evaluation factors and section requirements as listed in this document.
 2. Vendors may choose to submit a proposal for all three options listed in this document; or Vendors may choose to submit a proposal related only to the options in which they wish to be considered.
 3. The County of El Paso County is under no obligation to pursue contract negotiation or make an award.

II. STANDARDS FOR SERVICE

A. VENDOR ACCESSIBILITY

- i. The Vendor shall provide a single point of contact for the services identified in this RFP. The Vendor shall have a Client Service Office located within the County of El Paso and be available to immediately respond to any County of El Paso Supervision offices, if necessary, during normal business hours to serve El Paso County Clients.
- ii. The Vendor shall provide documentation in their response to this RFP if they will be entering into sub-contractual relationships or partnerships for the provisions of any services requested in this RFP. This documentation shall include the name, address, and contact person of the potential sub-contractor. The County of El Paso will evaluate the subcontractors as part of the Vendor's RFP. Please use Subcontractor form on page 46.

B. PROVISION OF EQUIPMENT AND SERVICES

- i. All equipment proposed for use for Electronic Monitoring Services must be provided (including shipping, storage, and installation), serviced, and maintained by the Vendor for the term of the contract.
- ii. The Service Provider must provide English and Spanish versions of all instructions, documents and training materials.
- iii. All Electronic Monitoring Services proposed or required by the proposal must be provided by or through the Vendor.
- iv. The Vendor shall provide a set of all necessary tools and supplies for each monitoring location for minor replacement and/or adjustments.
- v. The Vendor shall establish a program to provide translation services for non-English speaking offenders/defendants. Forms must be available in English and Spanish.

- vi. The Vendor shall repair and/or replace defective or malfunctioning parts and/or equipment within one (1) hour and a half after the notice or knowledge of a malfunction or failure. The Vendor shall notify The County of El Paso, as applicable, immediately upon completion of the repair and/or replacement. The County of El Paso shall not be responsible for the maintenance and/or replacement of damaged or lost unit(s) caused by malfunction, negligence and/or intentional damage. **The Vendor shall not charge the County of El Paso County for any units.**
- vii. The Vendor must have a monitoring center within a one (1) hour drive of the County of El Paso Central office located downtown El Paso. The Vendor office space, as part of this RFP, is only to be used for services associated with this RFP between the hours of 7:30 a.m. and 5:00 p.m., Monday through Friday, Saturday 8:00 a.m. to 12:00 p.m.
 - 1. The Vendor should clearly indicate in its response to this RFP.
 - a. Full physical address and telephone number of the monitoring center.
 - b. The number of miles the monitoring center is from The County of El Paso Central office located downtown El Paso.
 - c. The vendor shall have adequately trained staff at the monitoring center.
 - d. The Electronic Monitoring Device shall be serviced as needed or as requested by The County of El Paso County Judiciary, seven-days-per week, twenty-four hours per day (7/24).

C. EQUIPMENT CHANGES/UPGRADES

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

**OPTION 1:
MOBILE ALCOHOL MONITORING DEVICES**

INTENT:

The County of El Paso County justice system seeking mobile alcohol devices that defendants can take with them to regularly confirm sobriety. These devices should have a built-in breathalyzer and picture or video confirmation for identity detection. We are also looking for transdermal alcohol detection devices. The purpose will be primarily for monitoring bond conditions or imposed sentencing conditions.

ALLOCATIONS OF COST:

This program will be a self-paid program by the client and the County is not responsible for any financial payments whatsoever. The clients referred to the service provider assume full responsibility for all fees and costs associated with IID equipment, installation, calibration, monitoring, and data analysis and reporting. These fees shall remain transparent and should be disclosed in the RFP. The Service Provider will comply with the following fee scale:

The service provider may charge the following fees based on client annual income:
Provider will propose a sliding scale for fees. For example:

Less than \$12,490 (Lowest 20%): Free
\$12,491 to \$25,330: _____
\$25,331 to \$30,170: _____
\$30,171 and above: _____
(or another form of sliding scale).

To qualify for discounts defendants will provide proof of income to their supervision officers and to the provider.

It is expected that the provider communicate with The County of El Paso before discontinuing service or locking-out a defendant for failure to pay fees. The County of El Paso requires at least a one week notice before a defendant is locked-out for failure to pay fees.

The County of El Paso is not responsible for the collection of funds owed by the participants. Responsibility for collection of funds owed by those participants is the responsibility of the Vendor.

REQUIREMENTS:

1. Ability to record pictures or videos of defendant/offender (client) breathalyzers and report results on the web via secure internet connection.
2. The provider must provide English and Spanish versions of all instructions, documents and training materials.
3. User-friendly web-based scheduling of breathalyzers.
4. Identity confirmation services, ensuring that the right client is producing the breathalyzer.

5. Ability to record notes in the on-line database.
6. Ability to monitor GPS locations of clients when they produce the breathalyzer.
7. Ability to schedule events, such as breathalyzers, programed within the device, not contingent upon cellular coverage.

TRANSDERMAL

1. The System shall provide 24-hour monitoring of alcohol concentration through the skin.
2. The unit shall be attached to the client's ankle using secure straps and alarms that detect any attempt to tamper with the device.
3. The transmitter must automatically measure and record the offender's transdermal alcohol level on a regular basis, regardless of the offender's location.
4. The transmitter must take an alcohol sample a minimum of once every 30 minutes or as determined by County or the Court.
5. The transmitter must comply with FCC regulations and be highly durable, shock resistant, and water resistant to allow for activities such as bathing.
6. When a low-battery event occurs, the system must generate a low-battery alert that gives the Provider five days to replace the battery before it becomes exhausted.
7. The Provider will provide local representation and services for all device needs.
8. The County of El Paso desires the ability to distinguish between ingested alcohol and environmental alcohol.
9. The transmitter should have multiple tamper detection technologies such as water submersion, skin conductivity, temperature, proximity to the leg, infrared debris buildup detection, motion detection and strap tamper detection.
10. The transmitter should be able to pair to a receiver to report monitoring data to the Providers central monitoring computer system.
11. The County of El Paso desires that a transmitter should emit a signal to the receiver at least once every 30 seconds continually (or another acceptable duration), during the operating life of the transmitter's battery.
12. At least one initial 3 hour onsite or web based training at no cost to The County of El Paso and as needed.
13. Detailed description of deliverables and Performance of Services.

**OPTION 2:
SMART PHONE MONITORING AND INCENTIVE DEVICES**

INTENT:

The County of El Paso County seeks smart phone applications with a built-in incentive program, linked breathalyzer devices, scheduling services and GPS monitoring services, which can be used as an option for bond or sentencing conditions for clients. Regarding incentives, The County of El Paso seeks a behavior modification program supported by a commercially deployed smartphone application that delivers daily opportunities to earn small rewards or privileges by demonstrating positive target behaviors. For example, if the client meets a predetermined criterion such as attending a court hearing or successfully checking in with his supervision officer for five consecutive days, the client may earn the privilege of reducing the next week's check-in requirement to three or four days (based on The County of El Paso's discretion). The intent is to provide additional options for the courts to assign and customize conditions based on the needs of the client with flexible and quality monitoring via smart phone devices.

Provider will propose a sliding scale for fees. For example:

Breathalyzer Fee: _____
Less than \$12,490 (Lowest 20%): Free
\$12,491 to \$25,330: _____
\$25,331 to \$30,170: _____
\$30,171 and above: _____
(or another form of sliding scale).

To qualify for discounts clients will provide proof of income to their supervision officers and to the provider.

The provider will communicate with The County of El Paso before discontinuing service or locking-out a client for failure to pay fees. The County of El Paso requests at least a one week notice before any defendant is locked-out for failure to pay fees.

The County of El Paso is not responsible for the collection of funds owed by the client. Responsibility for collection of funds owed by clients is the responsibility of the Provider.

REQUIREMENTS:

1. Smart phone device (must be very flexible in device technology), to include functionality with Androids and iPhones.
2. The system must be compatible with all major operating systems and can provide the supervision agency full control to customize all relevant aspects of the interaction including performance criteria, notification rates, and reinforcement types and schedules.
3. The provider shall track the user's location (several times per minute) and identity using global positioning (GPS) in conjunction with biometric identification (e.g., live face and voice recognition) to prevent countermeasures such as attempts to check-in with a "spoofed" identity.

4. Demonstrate additional services, such as a platform for assessing user needs and delivering appropriate clinical, vocational, and social intervention. For example, the provider shall deliver information about local healthcare services or job opportunities for users who report needs in these areas; the provider shall combine (1) the increased monitoring capacity of GPS with (2) personally relevant informational resources, and (3) a behavior modification program based on graded positive reinforcement, with the aim to reduce criminogenic outcomes, such as recidivism, while promoting positive user engagement and successful reintegration into society.
5. The provider shall be willing to participate in research studies to evaluate the product efficacy, including successful completion rates, recidivism rates, and any other relevant outcomes required by a researcher. The provider shall be able to quantify overall outcomes within their system and be willing to work with qualified researchers to provide required information to perform efficacy studies.
6. Ability to Blue-tooth with affordable mobile breathalyzers. Provider may supply breathalyzers or refer to appropriate purchasing options for the breathalyzers.
7. User-friendly web-based scheduling of breathalyzers. User-friendly web-site software with ability to easily customize client schedules, access client information, run statistical reports, etc.
8. I.D. confirmation services, ensuring that the right client is producing the breath sample, or is utilizing the product.
8. User-friendly calendar scheduling for testing and other relevant appointments.
9. Ability to record notes in the on-line database.
10. Ability to monitor GPS locations of clients, to include curfews, inclusion/exclusion zones. Provider GPS tracking options.
11. Ability to schedule events, such as breathalyzers and check-ins, programed within the phones app device, not contingent upon cellular coverage.
12. Alert notification via email or text to a designated number, or through a computer application.
13. Provider must provide information and/or a demonstration of how the technology is tamper-proof.
14. Any required maintenance will be completed at the provider's expense.
15. The ability to communicate with the defendant through the monitoring device, including customized messages.
16. Flexible technology with ability to customize alerts.
17. Ability to customize who receives alerts via text and email.
18. At least one 3 hour onsite or web based training at no cost to the agency.

19. Detailed description of deliverables and Performance of Services.

20. Ability to query data and reports from the web-based software, to include:

- a. Number of tests completed by client, and overall numbers for all clients.
- b. Number of positive tests.
- c. Incentive tracking.
- d. Tracking of client payments.
- e. Any other metrics that the provider may offer should be featured via formal presentation.

FEATURES:

1. Calendar Reminder system: Notice of upcoming events - hearings/appointments
2. GPS monitoring: GPS coordinate sampling with inclusion/exclusion zones and random check-in verifications.
3. Smart App Informational resources: Ability to program location vocational and behavioral health information, with appointment verification.
4. Scheduled and random check-ins: Programmable variable options for random or scheduled check-ins, with GPS point verification.
5. Unprompted check-ins: Client self-initiated check-in opportunities.
6. Check-in programmable flexibility: Programmable check-in time intervals
7. Incentive system: Customizable administration of point rewards based on programmed variables.
8. Reward display system: Running total of earned rewards prompted to clients.
9. Company verifies facial recognition of clients taking breathalyzers or checking in with immediate notifications to The County of El Paso if non-compliance is detected.

CUSTOMER SERVICE:

1. On-going customer service representative available to answer questions and assist with user problems. Provider must provide a detailed list of customer services available to The County of El Paso and the client.

**OPTION 3:
MOTOR VEHICLE PHOTO IGNITION INTERLOCK**

INTENT:

The County of El Paso is seeking demonstrations from vendors on motor vehicle ignition interlock devices. This will be technology ordered by judges as a pretrial bond condition or sentence condition, to be paid by the defendants/offenders.

PROGRAM DESCRIPTION:

Interlock Devices:

A Photo Ignition Interlock Device (IID) is a device installed on a motor vehicle, which measures an individual's breath alcohol concentration and prevents the motor vehicle from starting if the alcohol concentration meets or exceeds the startup set point of .030 g/ 210 liters of breath, or to the industry standard. *(Please note: the 0.03 BaC level is used in this document, but providers may discuss the "industry standard" setting in their presentations, and other pertinent information related to appropriate cut-off levels).* The device requires the operator of the motor vehicle to provide a breath sample before the vehicle is started and at various times while the vehicle is running as part of an effort to reduce impaired driving due to the effects of alcohol. IIDs must be calibrated, installed and serviced by certified service representatives in certified service centers in accordance with the Texas Administrative Code, Title 37, Part I, Chapter 19, Subchapter B50 as well as the terms and conditions set forth in this RFP. IID service providers must perform all required services including calibration, data download and device inspection every thirty (30) days or as otherwise directed by the court and provide a summary of all IID events such as compliance, tampering, circumvention, vehicle activity, and all violations in accordance with a format acceptable to The County of El Paso. The Service Provider will analyze the IID data and provide the results of those summaries within two (2) business days of IID service. The Service Provider will provide notifications of Lockout Violations or Discontinuation of Monitoring to the County within one (1) business day.

Real time services will be mandatory. Real time is defined as alert notifications no more than five minutes of the incident.

ALLOCATIONS OF COST:

This program will be a self-paid program by the client and The County of El Paso is not responsible for any financial payments. The clients referred to the provider assume full responsibility for all fees and costs associated with IID equipment, installation, calibration, monitoring, and data analysis and reporting. These fees shall remain transparent and should be disclosed in the RFP. The provider will follow the below fee scale:

The provider may charge the following fees based on client annual income:
Provider will propose a sliding scale for fees. For example:

Less than \$12,490 (Lowest 20%): Free
\$12,491 to \$25,330: _____
\$25,331 to \$30,170: _____
\$30,171 and above: _____

(or another form of sliding scale).

To qualify for discounts clients will provide proof of income to their supervision officers and to the provider.

It is expected that the provider communicates with The County of El Paso before discontinuing service or locking-out a client for failure to pay fees. The County of El Paso requests at least a one week notice before any client is locked-out for failure to pay fees.

The County of El Paso is not responsible for the collection of funds owed by the clients. Responsibility for collection of funds owed by those clients is the responsibility of the Provider.

RESPONSIBILITIES OF PARTIES:

THE COUNTY OF EL PASO RESPONSIBILITIES:

1. The County of El Paso will furnish the provider(s) with the supervising officer's name, email, business address, and phone number for all cases.
2. In cases where the provider is unable to ascertain the supervising officer, an email contact will be provided by the County of El Paso for the provider to contact and obtain the relevant information.
3. The County of El Paso will furnish the Provider with a signed authorization removal order completed by the courts and signed by the Judge and delivered by fax or scanned email to the provider.

SERVICE PROVIDER RESPONSIBILITIES:

Facilities and General Provisions

1. The Provider must installation centers shall have approval and certification to operate in the State of Texas consistent with Texas Administrative Code Title 37, Part 1, Chapter 19, Subchapter B50.
2. The certified service center shall be located in a facility which properly and successfully accommodates installing, inspecting, downloading, calibrating, repairing, monitoring, maintaining, servicing and/or removing a specific IID device. A designated waiting area that is separate from the installation area is to be provided for the client. The client is not to witness the installation of the IID.
3. The provider must establish, maintain and staff a local office for the duration of the contract.
4. The provider must maintain a copy of their Texas Department of Public Safety certification on site at all times.
5. The provider must provide internet-based web access to all client reports. All reports should be uploaded to the website and available to the County of El Paso Supervision officers for review within the same day of enrollment.

6. All records, including client photos, must be maintained and made available on the web site for The County of El Paso to view at any time for the duration of the case.
7. The provider must ensure that any and all County of El Paso Supervision staff have access to client's online reports via website. All User IDs and Passwords will be issued by the provider. The responsibility to ensure client record confidentiality will rest on the provider.
8. The provider must include online help, including interpretive guides and a glossary of terms, for assisting The County of El Paso Supervision officers in the interpretation of reports and results.
9. The provider must ensure easy and user-friendly access to client information including summary reports, detail reports and client photographs. This user-friendly format should allow The County of El Paso Supervision staff to be able to view client pictures and information without having to scroll or sort through detail reports. User friendly web site software will be preferred.
10. The provider must make available a toll free number for clients and The County of El Paso for help and services. The provider must provide 365/24/7 "on call service" for clients and The County of El Paso Supervision staff.
11. The provider must provide English and Spanish versions of all instructions, documents and training materials.
12. The provider must provide notification via telephone, cellular telephone, text message, and/or email so that The County of El Paso can appropriately respond by the next business day when a positive reading above .030 grams (or the industry standard) p/210 liters of breath is generated. The providers monitoring service shall include the capability to administer a phone call by a live staff person in the monitoring center.
13. The provider must comply with the fee schedule listed in this agreement. Modifications to pricing are prohibited without a formal written agreement from The County of El Paso.
14. The provider must provide at least one annual (or as needed) in person training to The County of El Paso Supervision staff regarding the functionality of the Interlock Device and how to interpret client violation reports and other pertinent user information. The provider shall also provide set-up training for The County of El Paso Supervision staff.
15. The provider should maintain electronic records including, but not limited to IID installation, removal requests, photographs, and reports submitted to The County of El Paso Supervision officers for five (5) years after program completion by the client. The Provider agrees to maintain pictures and all electronic documents available on the website for this time frame.
16. The provider will not use a subcontractor for any installation, calibration, downloads, maintenance, repair, data analysis, or reporting services without The County of El Paso review and written consent.
17. The provider agrees to abide by all applicable Federal and Texas statutes and regulations pertaining to the confidentiality of the records of offenders referred by The County of El Paso.

18. The provider must have a reporting department/unit for analyzing the data in reports, distributing reports, and to be a contact person(s) for The County of El Paso. The technician who installs the device and/or conducts downloads must not be the person performing data analysis duties.
19. So as to avoid potential conflicts of interest, the Provider agrees that service sites will not conduct any business with clients unrelated to the IID without written permission from the court of jurisdiction.
20. The provider agrees to provide to The County of El Paso monthly aggregate monthly and annual outcome data to include the following:
 - a. the number of clients enrolled,
 - b. status in terms of pre-trial bond or probation and the types of devices utilized
 - c. the number of new installations and removals per month,
 - d. the number and calculated percentage of clients with BrAC tests above 0.030 per month (or industry standard) and;
 - e. the number and calculated percentage of clients with additional violations, including failure to pay fees.
21. Aggregate data reports will need to be sent to the designated County representative by the 5th of each month for data concerning the previous month.
22. All devices must include a camera (color with face detection preferred).
23. For devices with a camera unit, the provider must take a photo of the client upon installation for master image comparison. The master image on file will be included on the standard report for comparison. If the camera is not functioning properly, the report will note the issue and what steps the vendor took resolve the issue immediately.
24. All devices must have GPS technology.
25. Provide ability to customize BaC warning by BaC levels.
26. Photos must be taken at the minimum with each test, upon request of a rolling retest, upon expiration of rolling retest and during circumvention. All retests must be within sixty (60) seconds.
27. Temporary lockouts due to failure (.03 or above) must be programmed for a duration of five (5) minutes allowing clients to re-test in a reasonable amount of time and begin driving if cleared. If not cleared, the temporary lockout time will start over upon completion of the second failed test.
28. The system must have the capability of differentiating between groups of offenders (i.e., Pre-Trial, Parole, Probation, and other designated groups) and displaying this information to The County of El Paso. The County of El Paso shall provide offender categories after contract award.
29. The database shall permit unlimited simultaneous users without significant degradation of service performance.

30. The unit must have tamper detection. Once the unit detects a tampering, it must send a unique tamper signal to the central host system to alert staff of a violation.

STAFFING

1. The provider will conduct pre-employment and annual criminal background checks on all its employees and contractors. Results of these criminal background checks will be submitted to The County of El Paso for review. The provider agrees to immediately report to The County of El Paso if any of its employees and or contractors are currently under community supervision including deferred adjudication. In the event of a conflict of interest or a circumstance that compromises the integrity of the program then The County of El Paso reserves the right to require a different representative from the provider.
2. The provider agrees that it will not hire or retain the employment of any of its employees or contractors who have been convicted of any felony or have been supervised under felony deferred adjudication within the past five (5) years. The provider also agrees that it will not hire or retain the employment of any of its employees or contractors who have been convicted of or have been supervised under deferred adjudication for misdemeanor cases including driving while intoxicated, theft, or any crime involving moral turpitude within the past five (5) years. The provider also agrees to extend these requirements to all its contractors who have direct client contact or access to client records and agrees to immediately notify the County upon arrest for any such offenses of such persons.
3. All Service Center installation technicians must have current certification to provide IID consistent with Texas Administrative Code Title 37, Part 1, Chapter 19, Subchapter B50. Installation technicians in training may only provide services under direct supervision of an onsite certified technician and the training period may not exceed one year.
4. The provider must provide qualified personnel to provide expert testimony regarding its monitoring equipment and system specifications, as well as the accuracy and reliability of the reports/results. The provider shall make available qualified personnel to provide expert testimony as requested or subpoenaed.

INSTALLATION, CALIBRATION AND REMOVAL SERVICES

1. All equipment provided by the provider shall remain the property of the provider and shall be in good repair. All equipment supplied must perform to fulfill all requirements requested by The County of El Paso.
2. The equipment provided shall be of a technology currently in use by the manufacturer, proposer, or both and must be identified by brand and model number in the provider's proposal.
3. The equipment provided shall not be available as an open market item if this could compromise the security of the system.
4. Under Order from the court, the provider must install an ignition interlock device with the following capabilities: a camera, an anti-circumvention feature that cannot be disengaged

by the client, as well as remote unlocking and service capabilities, restricted driving and occupational lockout capabilities, that is programmed for violations lockout, and is consistent with Texas Administrative Code Title 37, Part 1, Chapter 19, Subchapter B50.

5. The provider will ensure the effective calibration and data download service for the Interlock Device every thirty (30) days unless otherwise directed by The County of El Paso. The Provider will also send all reports to the assigned officer's email account for monthly review. The generic County of El Paso email address is not to be used as a primary means of communication with The County of El Paso Supervision officers or employees.
6. The provider will review all tests to verify proper use of the unit and will immediately notify The County of El Paso.
7. The provider will check all interlock devices for evidence of tampering at each calibration. When evidence of tampering is discovered, the appropriate County of El Paso Supervision authority shall be notified in writing and appropriate records made available to The County of El Paso.
8. The provider will repair or replace an Interlock Device the next business day after receiving a complaint or equipment malfunction regarding the operation of the device. All costs associated with repair or replacements are the sole responsibility of the provider.
9. Replacement equipment initially provided by the provider shall be new, or if not new, refurbished to perform in a like-new manner and shall be maintained by the provider in "like new" condition. Repairs and/or replacements shall be provided within the timeframe specified in this RFP.
10. The provider is responsible, at no additional cost to The County of El Paso except as provided in the RFP and resulting contract, for the maintenance, repair or replacement of all equipment or software provided under the contract. The provider is responsible for all costs for shipping, shipping materials and delivering equipment to, from, or between any County of El Paso Supervision offices located within The County of El Paso.
11. Any alterations in product manufacture or fabrication, or any proposed use of substitute equipment will require prior approval by The County of El Paso.
12. When a manufacturer of the equipment being used by The County of El Paso under the terms of the agreement with The County of El Paso makes improvements or upgrades to any equipment being provided under such agreement, the provider shall make those improvements or upgrades available to The County of El Paso immediately and without cost to The County of El Paso. Any such improvements and/or upgrades must be tested by The County of El Paso and/or the provider and also approved by The County of El Paso prior to being implemented or introduced.
13. Client's failure to pay necessary fees which renders discontinuation of monitoring by the provider is considered a violation by the client and must be reported to the assigned County of El Paso Supervision officer within one (1) business day. The provider shall not discharge a client for at least five (5) business days after reporting it to the assigned Supervision officer, and must contact the officer prior to discharging any client.
14. The provider will only remove Interlock Device upon receipt of a judicial court order.

REPORTS AND COMMUNICATION WITH THE COUNTY OF EL PASO

1. The provider shall provide immediate notification via telephone, cellular telephone, text message, and/or email 24 hours a day, seven days a week to designated County of El Paso Supervision staff when a positive reading is generated. The provider's monitoring service shall include the capability to administer a phone call by a live staff person in the monitoring center.
2. The Provider will provide an individualized report upon request or for a violation to The County of El Paso Supervision officers in a user friendly report format. The requested information will include, but is not limited to:
 - a. provider representative conducting service,
 - b. service center information,
 - c. date and service conducted,
 - d. client information,
 - e. master image and photographs ,
 - f. vehicle information and mileage,
 - g. illegal starts,
 - h. BrAC results above .030,
 - i. rolling retest refused rolling retest failed,
 - j. authorized starts,
 - k. calibrations,
 - l. confirmation results,
 - m. client not appearing for calibration confirming results.
3. The report summary must include a portion of detailed reports covering any abnormalities/violations. This should be included with the summary report and not a separate attachment. Positive readings at or above 0.030 are to be on the summary report along with the three (3) prior tests and three (3) subsequent test (even if days change). The report summary must also include information regarding when the engine is turned off during that period. Refused rolling retests must be treated similarly for reporting purposes (include the 3 prior and 3 subsequent tests in the summary). Pictures taken for all of these events must also be included in the report summary. Abnormalities such as aborts, tampering and handsets disconnects while driving should be noted in the comment section.
4. The provider must report via email notification of installation, removal or failure of a client to report for scheduled service to The County of El Paso within two (2) business days of the event.
5. The provider will send violation notifications to the supervising officer's email address. In cases where the supervising officer is not known, the provider will send an email to contact email address provided by the County. All email notifications will include client name along with "Summary", "Lockout", "Installation" or "Removal" in the subject line of the email.
6. The provider will report events including, but not limited to: the engine being started without passing a breath test; failure of or refusing to take a rolling re-test ; the engine is started when the Interlock Device is in lockout state (permanent or temporary);

tampering; abortions; and a BrAC at or above 0.03 is detected. A confirmed violation encompasses any violation that is not an equipment malfunction or defect.

7. The provider will not discuss violations with the client without prior contact with The County of El Paso management designee or County of El Paso Supervision officer.
8. The data analyzer must interpret IID test results and determine if BrAC readings above 0.03 are consistent with alcohol use. This interpretation should be documented in the report section entitled "Consistent with Alcohol," where the data analyzer will indicate whether the results were "yes" - consistent with alcohol, "no" - not consistent with alcohol, or "undetermined" - inadequate test result data to determine if the results are or are not consistent with alcohol use. For example, if a client has two consecutive BrAC results of 0.030, but fails to test a third time for conclusive evidence, the summary chart would list the two 0.030 BrAC tests in the detail section along with three prior tests and three subsequent tests (including photos). In this example, the data analyzer may indicate "Undetermined" as consistent with alcohol.
9. When a client's failure to pay fees results in discontinuation of monitoring by the provider, a violation must be reported to the assigned officer within one (1) business day.
10. 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 The County of El Paso County.
11. The provider will ensure that, in the event the client fails to have their IID calibrated on their scheduled service date, the IID will go into "lockout" within 72 hours (3 days).
12. The provider will note any verification of any vehicle repair by a mechanic in the comments section for The County of El Paso report.
13. The provider will ensure that all instances of device malfunctioning/inability to download and collect data are documented on the summary report along with all steps taken by the provider to remedy and resolve any issues immediately.
14. For Transfer-In cases where The County of El Paso is providing courtesy supervision for another county or state, the provider agrees to provide the summary reports to The County of El Paso in a format approved and acceptable to the County of El Paso.

VENDOR QUALIFICATIONS:

1. The Contractor must have been in the business of providing alcohol monitoring equipment and services for a minimum of two (2) years.
2. The Contractor must be licensed to do business in the State of Texas.
3. Within ninety (90) days of contract signing, the Contractor must be able to establish a local representative office in The County of El Paso, Texas. This representative will be responsible for contacting The County of El Paso regarding violations, reporting, Court testimony as requested, and other services as described in this RFP.

EQUIPMENT

1. The provider shall furnish all equipment required to perform services outlined herein and to make the proposed system fully operational, which shall include but not limited to: transmitters, base stations, smartphone technology, receivers, tracking devices, recorders, bracelets, telephones and landline cords, batteries, power cords, clips, straps, tools, reference materials, etc.
2. The equipment pricing must be fixed for a three (3) year period, with two (2) additional one (1) year renewable options, upon mutual consent.
3. Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Request for adjustment in cost of services must be substantiated and justified and must be approved by The County of El Paso.
4. The proposed equipment must have been installed in a minimum of three (3) other government agencies responsible for monitor DWI offenders.

ALL EQUIPMENT SHALL BE:

1. Set points for all startups, restarts and retests shall be alcohol concentration of 0.030g/210 liters of breath. Programmed for retests:
2. Startup - After a positive result reading of 0.030g/210 liters of breath or above at startup, the device shall be able to retest the offender/defendant no less than two (2) times within the next fifteen (15) minutes.
3. Rolling retest - After positive result reading of 0.030g/210 liters of breath during a rolling retest the device shall be able to retest the offender/defendant no less than two (2) times within the next fifteen (15) minutes.
4. Programmed for "Temporary Lock-Out": The device shall remain in temporary lockout status, during any start or restart attempt where the alcohol concentration is 0.030g/210 liters of breath or above.
5. For all other violations: After five (5) combined violations have occurred, the offender/defendant must return for service within three (3) business days.
6. All proposed equipment shall have the most current camera or video technology to provide evidence that the offender/defendant is the person using the device. A photo is taken each time the defendant blows into the device. The digital photo is transmitted to the monitoring software at the same time transmitted data is sent.
7. The device shall undergo a calibration checks according to manufacturer and industry standards. Providers should provide a list of circumstances when calibration checks are required.
8. The device shall have a toll free number for assistance permanently marked on the unit and must be viewable by the offender/defendant after the device is installed.

Note: The County of El Paso is open to discussions about the 0.03 BaC levels and desires to confirm to the industry standard if need.

A. IGNITION INTERLOCK DEVICE

1. The Ignition Interlock Device must be in compliance with Texas Department of Public Safety (DPS) Ignition Interlock Device regulations.
2. The Contractor or authorized agent must be able to install the Ignition Interlock Device within three (3) days of a request of the user.
3. If using authorized agents, the Contractor must have a minimum of two (2) companies located in The County of El Paso County trained to install and service the ignition interlock device on user's vehicle.
4. The pricing for the Ignition Interlock Device must include all costs to include shipping and installation cost.
5. The Ignition Interlock Device shall be serviced, repaired, replaced by the provider or its authorized agent located within The County of El Paso for the complete term of the contract.
6. Calls for service shall be completed within one (1) business day after notice. The vendor(s) shall bear the cost of towage and and/or other necessary expenses required to transport the client's vehicle to the provider's service center as a result of defective or malfunctioning equipment.

B. LOCAL REPRESENTATIVE SERVICES AND MONITORING SERVICES:

1. Within ninety (90) days of contract signing, the provider must be able to establish a local representative office, located within the County of El Paso, Texas. This representative will be responsible for contacting The County of El Paso Supervision staff regarding violations, reporting, Court testimony as requested, and other services as described in this RFP.
2. In combination with proposed equipment, the provider shall provide "offender management" or "case management" services, which shall include, but not be limited to, the following:
 - a. Daily receipt, review and interpretation of all Ignition Interlock reports for The County of El Paso /County clients. On-site provider's employee(s) shall be responsible for verifying any violation(s) and notifying the County, through the client's assigned supervision officer of any violation(s).
 - b. Schedule service appointments with clients for installation and/or compliance purposes.
 - c. Reporting to the Court the results of service and any violation of rules, regulations and/or other requirements.
 - d. Providing The County of El Paso testimony, either in person or written, as required.

- e. The provider shall bear any expense in providing necessary equipment for on-site employee(s), including but not limited to computer(s), printer(s), laptops(s), computer monitor(s), all computer accessories, as well as any necessary software, furniture, or telephones.
- f. The provider shall assist The County of El Paso in compliance with Government Code 509.004(a)(5) concerning reporting information to the Texas Department of Public Safety.
- g. The provider shall collaborate with The County of El Paso /Court to determine further duties/responsibilities for on-site representative. The provider shall assist The County of El Paso Court in the monitoring of client required to have an alcohol monitoring device in compliance with Transportation Code Chapter 521.246, Ignition Interlock Device Requirement.
- h. Providing custom reports to The County of El Paso.
- i. Providing and maintaining a database computer system to enroll clients, monitor their activities, and otherwise operate the client case management system. This database system should ensure that access to client information is restricted to only those persons so designated by The County of El Paso /Court.

NOTE: The County of El Paso must approve provider on site employee prior to employee's on-site start date.

- Approved employees must have no prior felony convictions in the past ten years or misdemeanors within the past two years. Employees must have no convictions for thefts or for crimes of moral turpitude.
- If past convictions exist outside of these timeframes, they must be reported to The County of El Paso for review and ultimate approval.
- Employees must also be reported and vetted by The County of El Paso for potential conflicts of interest that may exist, which will ultimately be checked and determined by the county attorney's office.

C. TESTIMONY (applies to all options):

When requested, at no additional cost to The County of El Paso Court and regardless of the client's county of original jurisdiction, provider must agree to provide written documentation and/or affidavit and appear and/or testify in The County of El Paso for any case currently or formerly supervised by The County of El Paso DWI Court or participating County Agency.

D. LEASE:

The Provider will be required to provide each client with a formal lease agreement document. In addition to the Provider's requirements of client, the lease must include any specific County of El Paso /Court requirements for the client. The lease agreement must be submitted to and approved by The County of El Paso /Court prior to use. Provider's requirements of the client shall not conflict with any The County of El Paso /Court requirements.

The provider must provide the client with at least one (1) copy of the signed lease agreement.

E. TERMINATION

The provider shall terminate service within two (2) business days upon notification by The County of El Paso, and remove equipment from the client's vehicle.

Non-Payment - Termination Notice. The provider will not terminate client from services. The provider will not deactivate or uninstall the Ignition Interlock Device from the client's vehicle until The County of El Paso Supervision staff has authorized removal of the device. Prior to termination, the provider will notify The County of El Paso of the request for termination. The County of El Paso will determine if termination is justified and advise the Provider in writing on how to proceed. The provider shall never terminate services without Judicial written authorization. The provider will not deactivate or uninstall the Ignition Interlock Device from client's vehicle until The County of El Paso has authorized removal of the device.

The provider must notify The County of El Paso within one (1) business day of a client's failure to report for installation.

F. DATA:

COLLECTION:

The provider shall have the ability to develop and maintain a database in which data from all Ignition Interlock Devices are captured, retained, and stored. The data shall be retained in compliance with Chapter 19 of the Texas Administrative Code Title 37.

1. All driving data collected, including vehicle mileage, shall be available to The County of El Paso /Court for viewing and printing via the provider's website within one business day of the provider's receipt of the data.
2. At a minimum, the vendor's database shall be able to capture, retain, store and report for each device, the following:
 - a. Ignition starts and stops, including dates and times.
 - b. Illegal starts, including dates and times.

- c. Authorized Starts, including dates and times.
 - d. Recorded Breath Alcohol Content (BrAC) levels at each breath sample request, including dates and times.
 - e. Rolling retest refusals, including dates and times.
 - f. Rolling retest failures, including dates and times.
 - g. Recorded BrAC levels at each rolling retest, including dates and times.
 - h. Device circumvention attempts, including dates and times.
 - i. Evidence of the offender/defendant is the person using the Ignition Interlock Device, including date and time.
 - j. Power off, including dates and times.
 - k. Power on, including dates and times.
 - l. Handset disconnects, including dates and times.
 - m. Handset connects, including dates and times.
 - n. Aborts, including dates and times.
 - o. Vehicle mileage.
 - p. Other data as may be required by The County of El Paso/Court.
3. The provider shall require the client to report for a data download at least once every thirty (30) days. If a client does not report within five (5) days after the thirty (30) day interval has passed, the device shall be locked out and the County of El Paso shall be notified within one (1) business day.
 4. The provider shall report to The County of El Paso, within forty-eight (48) hours, a client's failure to report for any service appointment, whether for routine service or as a result of a violation as well as any other information The County of El Paso determines necessary.
 5. The provider should provide in its response a detailed description of how the provider proposes to transmit data.

G. DATA EVALUATION:

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

1. Breathe Alcohol Content (BrAC).
2. Ignition prevention because of excessive BrAC.
3. Excessive BrAC measured at the rolling retest.
4. Refusal of a start-up retest or rolling retest request.
5. A device circumvention or attempted device circumvention.
6. The client was the person using the Ignition Interlock Device

It is the provider's responsibility to draw conclusions from the above reference (V.B. 1a - 1f) in accordance with Chapter 19 of the Texas Administrative Code Title 37 based upon the collected data and to provide notification to the County of El Paso of the episodes identified in (V.B. 1a - 1f), as required by the County of El Paso. If the provider concludes that any of

these events occurred, the provider shall report the incident(s) to The County of El Paso within one (1) business day of its discovery by the provider.

If requested by the County of El Paso, upon the expiration date of the Contract resulting from this RFP (or termination by any other method), the provider shall provide the most up-to-date copy of the system's database, including all historical data, the data dictionary, file layouts, code tables, code values, data relationships, keys, and indices, etc., in a format to be determined by the Contract Manager. In addition, the provider shall provide a read-only licenses for The County of El Paso's use for a period of seven years. If any data stored is in a proprietary format, the provider shall provide a means for translating it to a standard in the public domain.

REPORTING REQUIREMENTS

1. The provider shall comply with specific reporting requirements developed by The County of El Paso. The provider shall collect and maintain reporting data in electronic format and be prepared to submit, upon request of The County of El Paso, the data that supports the provider's conclusions.
2. The format of all Device reports provided by the provider shall be determined and/or approved by The County of El Paso prior to use by the provider. Any determined format decided upon by The County of El Paso shall, at a minimum, meet the standard reporting criteria set forth by the Texas Department of Public Safety.
3. The provider shall furnish The County of El Paso with an electronic summary and detailed report of driving events within one (1) business day after the Device is serviced. The reports shall include any supporting documentation, remarks and comments including but not limited to: Notification of installation, notification of transfer of ignition interlock device to another vehicle, notification of removal.
4. All service reports, with correlating evidence the client is the person using the Ignition Interlock Device; compliance, violations, and any unusual or irregular events.
5. The provider shall provide the designated personnel with daily reports about all monitored activities. This report, summarizing all clients' adherence to established curfews, will be faxed or accessible via remote terminal at the designated County of El Paso Supervision staff through internet access (as determined by The County of El Paso).
6. The provider shall provide The County of El Paso with daily reports of cases added and removed during the preceding business day. These reports will be through internet access.
7. The provider shall have an alert device and arrangement to notify The County of El Paso Supervision staff of offenders unauthorized absences/late arrivals plus equipment malfunctions and other appropriate functions, within 30 minutes from the initial occurrence, via internet access.
8. Alerts for tampers, zone violations or curfew violations shall be transmitted to the designated staff by alphanumeric pager, fax machine, text message, email, phone, or internet access (as determined by the County of El Paso). The method of notification will

be determined by The County of El Paso for each client, caseload, or agency. Clients shall also be notified of alerts, at the discretion of the designated staff.

9. The provider's management information system shall be capable of generating standard reports. The provider may be required to provide custom reports and statistical analysis. Standard reports include number of clients, number of incidents (equipment reports, violations, equipment malfunctions, etc.), client histories, curfew schedule, and assigned County of El Paso Supervision staff. Examples of custom reports that may be required are number of days a client is monitored, etc. The provider shall include examples of all reports that they are capable of generating as part of their proposed package.

H. TRAINING AND ORIENTATION

1. The provider shall agree to provide, at no additional cost to The County of El Paso, full employee training regarding current devices, interpreting the violation reports, web based services, etc., and any supplemental training as needed. Under this paragraph, training needs will be determined by The County of El Paso.
2. The provider shall agree to provide, at no additional cost to The County of El Paso, comprehensive client training including but not limited to: The operation and proper maintenance of the ignition interlock equipment; service center location; when to report for service and calibration; reading and interpreting vendor reports.

RESPONSE REQUIREMENTS

The provider should clearly indicate in its response to this RFP:

1. Vendor Name, main office address, contact person for additional questions, e-mail.
2. List any dba's.
3. The current number of service centers it currently has available in the County of El Paso, Texas.
4. Number of employees.
5. Number of years in the business of providing alcohol monitoring equipment--minimum of two (2) years?
6. Is the proposed equipment approved by Texas DPS?
7. Provide list of equipment proposed with specifications sheet and a brochure or photo proposed equipment.
8. Provide lease pricing and cost for monitoring for proposed equipment. Prices shall be fixed for a three (3) year period. Prices shall be "per person, per month".
9. Describe how provider will establish a local representative presence in The County of El Paso Texas within ninety (90) days of contract signing.

10. How will the successful vendor contact the County regarding violations, reporting, Court testimony appearances and other services as required in this RFP?
11. Reporting - List the reporting capabilities of the vendor and the monitoring software
12. References: List three (3) references of other government agencies currently using the proposed equipment. Provide agency name, address, contact name, phone number or e-mail.
13. If joint venture or prime/subcontractor relationship, articulate how the relationship would work and describe how provider would ensure County issues purchase orders and receives invoices from one company.
14. List how they will meet local service representation within 90 days.

PROPOSAL FORMAT

To achieve a uniform review process, and to obtain a maximum degree of comparability, it is required that proposals be organized in the following manner with tabs separating each section:

Title Page: Must contain the RFP Number and Full Subject Name along with company's name, address, telephone and fax numbers, and e-mail address. THE TITLE PAGE MUST BE SIGNED BY AN OFFICER OF THE COMPANY.

TAB A: Required County Forms and Documents

Provide all required forms and documents to be returned, filled out and signed, per the requirements of the proposal package.

TAB B: Pricing

Provide all information, such as but not limited to associated cost and fees for performances of said services.

TAB C: Qualifications, Experience and Staffing

In this section, provide all information regarding experience with equipment, software, and services as listed herein, along with the ability of your firm to provide the required support with adequate staffing. Also provide the following information or verification documents:

- Number of years in the business as related to the requirements of this Request for Proposal.
- Confirmation of compliance in using certified service representatives and certified service centers.
- Size of your largest client and the average size of your client base.
- Number of Counties using your services or products.
- Describe any lawsuits or administrative actions pending in any court or before any administrative body against your organization. Describe any lawsuits or administrative actions filed and disposed of within the last five (5) years and the outcome of each.

TAB D: Functional and Operational Requirements
In this section, describe in detail how the services requested in this proposal will be provided and how they will be supported.
Describe the approach your firm and will take to the requested collaboration, scheduling and coordination required for this service.

TAB E: References
Provide a minimum of three (3) references for similar services for local government agencies and/or other entities within the last three (3) years. Vendors are required to provide pertinent information regarding current references and notify their references that a thorough check will be made. Note: The Purchasing Department will check all provided references and non-responses will be scored as zero.

TAB F: Addenda
Acknowledgement of addenda received if applicable. (Provide as TAB F)

TAB G: Samples of Summary Reports
In this section, provide all reporting capabilities and sample reports available (routine or special) through use of the services or system requested.

CONTRACT REQUIREMENTS

Criminal Background Check:

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

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

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

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

EVALUATION CRITERIA:

Proposals shall be evaluated based on the requirements set forth in the RFP. Selection of the firm(s) will be at the discretion of the County and will be based on the proposal that the County deems to be the most responsive and responsible and is the best value to the County.

Selected offeror(s) may be required to make on-site oral and visual presentations or demonstrations at the request of the County. The County will schedule the time and location for any presentations. Costs and equipment for such presentations are the responsibility of the offeror.

The Proposer is cautioned that it is the Proposer's sole responsibility to submit information related to the evaluation categories and that the County is under no obligation to solicit such information if it is not included in the Proposal. Failure of the Proposer to submit such information may cause an adverse impact on the evaluation of the proposal.

Proposals will be reviewed by the County Selection Committee and will be evaluated based on the following criteria, point value indicate maximum score.

Description	Score
<p>PROPOSER'S ABILITY TO MEET FUNCTIONAL & OPERATIONAL REQUIREMENTS FOR THE PROPOSED OPTION:</p> <p>Real-time testing results with real-time violation notifications, as well as facial recognition and GPS. Ignition interlocks will be required to calibrate units on a weekly basis</p>	30%
<p>PROPOSER'S QUALIFICATIONS, EXPERIENCE WITH OPTION REQUIREMENTS, AND AVAILABLE STAFFING FOR THE PROPOSED OPTION:</p> <p>Must have representative available to; testify in open court at any time on any and all violations, as well as be able to verify any and all violations to Supervision Officer and Courts,</p>	25%
<p>COST/FEE STRUCTURE FOR THE PROPOSED OPTION:</p> <p>It is the intent of The County of El Paso, Texas to offer quality, affordable options for clients of the programs listed in each option. Proposers are invited to submit pricing based on a number of factors as desired, to include, but not limited to sliding fees based on income.</p>	20%
<p>REPORTING CAPABILITIES & EXAMPLES</p> <p>Must have user friendly website, verification of installations, and the capability to run daily, weekly, and monthly reports. The reports must be complete with clear pictures of the user, location, BAC test results and a total number of both positive and negative as well as missed BAC tests.</p>	15%
<p>PROPOSAL FORMAT & COMPLETENESS</p> <p>Must send electronic reports to Supervision Officers.</p>	5%
<p>REFERENCES</p> <p>Firm shall provide the following reference information. The names, business address, and telephone numbers and email addresses of three (3) individuals and/or organizations who can attest to the firm's capability to carry out the requirements in this proposal.</p>	3%
<p>PROVIDES HEALTHCARE TO EMPLOYEES</p> <p>Health Insurance to Employee-The County is authorized to allow consideration for those firms providing evidence of reasonable health insurance for their employees.</p>	2%
TOTAL SCORE	100%

PRICE SHEET
RFP 20-015
Offender/Defendant Paid Electronic Monitoring
Services for the County of El Paso

Note: Any firm that does not submit pricing in a price sheet provided **will not** be considered for award.

Proposers are required to use one PRICING SHEET for each proposed Option

Name _____ Address _____
 Contact Name _____ Phone Number _____
 E-mail _____

*** This program will be a self-paid program by the client and the County is not responsible for any financial payments***

Description	Monthly Rate
OPTION 1:	
MOBILE ALCOHOL MONITORING DEVICES	
Less than \$12,490 (Lowest 20%):	\$ Free
Tier 1: \$30,170 or greater	\$
Tier 2: \$25,330 to \$30,170:	\$
Tier 3: \$12,491 to \$25,331:	\$
OR ANOTHER FORM OF SLIDING SCALE	\$
OPTION 2:	
SMART PHONE MONITORING AND INCENTIVE DEVICES	
Less than \$12,490 (Lowest 20%):	\$ Free
Tier 1: \$30,170 or greater	\$
Tier 2: \$25,330 to \$30,170:	\$
Tier 3: \$12,491 to \$25,331:	\$
OR ANOTHER FORM OF SLIDING SCALE	
OPTION 3:	
MOTOR VEHICLE PHOTO IGNITION INTERLOCK	
Less than \$12,490 (Lowest 20%):	\$ Free
Tier 1: \$30,170 or greater	\$
Tier 2: \$25,330 to \$30,170:	\$
Tier 3: \$12,491 to \$25,331:	\$
OR ANOTHER FORM OF SLIDING SCALE	\$

List any Exceptions to the specifications:

Signed _____ Printed Name _____

Title _____ Date _____

CLIENT Reference Form

Three (3) applicable references are required.

Note: Reference responses count as part of the overall score in this category. Ensure that provided references are willing to respond, as each non-responses count as a zero in scoring of this criteria.

Vendor name: _____

Customer name: _____

Customer contact: _____

Customer phone number: _____

Customer E-mail address: _____

Duration of Contract: _____

Vendor name: _____

Customer name: _____

Customer contact: _____

Customer phone number: _____

Customer E-mail address: _____

Duration of Contract: _____

Vendor name: _____

Customer name: _____

Customer contact: _____

Customer phone number: _____

Customer E-mail address: _____

Duration of Contract: Two (2) years _____

General Provisions County of El Paso, Texas

These General Provisions are considered standard language for all County of El Paso BIDS and Request for Proposal documents. If any “specific bid requirements” differ from the General Provisions listed here, the “specific bid requirements” shall prevail.

1. BID/PROPOSAL PACKAGE

- a. The request for bid/proposal, general and special provisions, drawings, specifications/line item details, contract documents and the bid/proposal sheet are all considered part of the bid/proposal package. Bids/Proposals must be submitted on the forms provided by the County, including the bid/proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the bid/proposal sheet/contract page (s) may disqualify the bid/proposal from being considered by Commissioners’ Court. Any individual signing on behalf of the proposer expressly affirms that he or she is duly authorized to tender this bid/proposal and to sign the bid/proposal sheet/contract under the terms and conditions in this bid/proposal. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners’ Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid/proposal. Changes must also be made to any electronic copies submitted. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each bidder/proposer is required to thoroughly review this entire bid/proposal packet to familiarize themselves with the bid/proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with the County.
- b. **Bid/Proposal must be in the Purchasing Department BEFORE the hour and date specified. Faxed or e-mailed bids/proposals will not be accepted. Late bids/proposals will not be considered under any circumstances.**
- c. Any bid/proposal sent via express mail or overnight delivery must have the BID/RFP number and title clearly marked on the outside of the envelope or package. Failure to clearly identify your bid/proposal may be cause for disqualification.

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, proposers are to direct all communications regarding this bid/proposal to the El Paso County Purchasing Agent or assigned designee, unless otherwise specifically noted.

An authorized person from the submitting firm must sign all bids/proposals. The signature acknowledges that the proposer has read the bid/proposal documents thoroughly before submitting a bid/proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Request for Bid/Proposal. It provides specific information necessary to aid participating firms in formulating a thorough response.

3. BIDDERS'S/PROPOSER'S RESPONSIBILITY

The Bidder/Proposer must affirmatively demonstrate its responsibility. The Bidder/Proposer must also meet the following minimum requirements:

- Have been in business of providing services for a minimum of one (1) years;
- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Bid/Proposal;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

4. REJECTION OF BIDS/PROPOSALS

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all bids/proposals and waive any informality in the bids/proposals received; (2) disregard the bid/proposal of any proposer determined to be not responsible. The County further reserves the right to reject any bid/proposal due to failure of performance on deliveries as determined in writing by the County Purchasing Agent.

5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective proposer to review the entire invitation to bid/proposal packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or bid/proposal procedures must be received in the Purchasing Department no less than seventy-two hours prior to the time set for bid/proposal opening. Vendors are to propose as specified herein or propose an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that the County of El Paso is seeking.

Under Local Gov't Code Section 262.005 and Health & Safety Code Section 361.426, the County is required to give preference to products made of recycled materials if they meet specs. The County is also required to encourage the use of recycled products in developing new procedures and specs. They are also required to eliminate procedures and specifications that explicitly discriminate against products made of recycled materials.

6. SUBSTITUTES

It is not the County's intent to discriminate against any material of equal merit to those specified however, should the proposer desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

7. EXCEPTIONS TO BID/PROPOSAL

The proposer will list on a separate sheet of paper any exceptions to the conditions of the bid/proposal. This sheet will be labeled, "Exceptions to Bid/Proposal Conditions", and will be attached to the bid/proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Bidder/Proposer must specify in its bid/proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the bid/proposal and should indicate its possible or actual advantage to the program being offered.

The County reserved the right to offer these alternatives to other proposers.

8. PRICING

Bid/Proposals for equipment shall offer new (unused) equipment or merchandise unless otherwise specified. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only). Bid/Proposal will be either lump sum or unit prices as shown on the bid/proposal sheet. The net price will be delivered to the El Paso County, including all freight or shipping charges. In case of error in extension, unit prices shall govern. BID/RFP subject to unlimited price increases will not be accepted. The County is tax exempt and no taxes should be included in your bid/proposal.

Unless prices and all information requested are complete, bid/proposal may be disregarded and given no consideration.

In case of default by the contractor, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

9. TAX EXEMPTION

Pursuant to Section 151.309 of the Texas Tax Code, El Paso County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151.

10. MODIFICATION OF BIDS/PROPOSALS

A bidder/proposer may modify a bid/proposal by letter at any time prior to the submission deadline for receipt of bids/proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by bidder/proposer guaranteeing authenticity. Bids/Proposals may not be amended or altered after the official opening with the single exception that any product literature

and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same. No substitutions or cancellations for merchandise will be permitted without written approval of the County Purchasing Agent.

11. SIGNATURE OF BIDS/PROPOSALS

Each bid/proposal shall give the complete mailing address of the Bidder/Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each bid/proposal shall include the Bidder's/Proposer's Federal Employer Identification Number (FEIN), failure to sign the Contract page(s) and bid/proposal response sheet will disqualify the bid/proposal from being considered by the County. The person signing on behalf of the Bidder/Proposer expressly affirms that the person is duly authorized to render the bid/proposal and to sign the bid/proposal sheets and contract under the terms and conditions of this BID/RFP and to bind the Bidder/Proposer thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioner's Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

12. AWARD OF BID/PROPOSALS-EVALUTATION CRITERIA AND FACTORS

Pursuant to the Texas Local Government Code

Bids shall be awarded to the responsible bidder that submits the lowest and best bid.

Bid/Proposals will be made to the responsible proposer whose bid/proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Bid/Proposal. The prices proposed will be considered firm and cannot be altered after the submission deadline. **The proposed cost to the County will be considered firm, unless the County invokes its right to request a best and final offer and cannot be altered after the submission deadline.**

The County reserves the right to reject any or all bids/proposals in whole or in part received by reason of this BID/RFP and may discontinue its efforts under this BID/RFP for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County. County reserves the right to accept or reject all or any part of the bid/proposal, waive minor technicalities, or to award by item or by total bid/proposal. Price should be itemized.

A Bidder/Proposer whose bid/proposal does not meet the mandatory requirements set forth in this BID/RFP will be considered noncompliant.

Each Bidder/Proposer, by submitting a bid/proposal, agrees that if its bid/proposal is accepted by the Commissioners' Court, such Bidder/Proposer will furnish all items and services upon the terms and conditions in this BID/RFP and contract.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Requests for Bids/Proposals.

13. PUBLIC INFORMATION ACT

The parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Bidder/Proposer agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid/proposal. County agrees to provide notice to Bidder/Proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

14. RESULTANT CONTRACT

The resultant contract shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, bid/proposal package, any addenda issued, and any change orders issued during the work.

The criteria utilized for determining responsibility of bidder/proposer(s) includes, but is not limited to, the proposer's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County to determine whether a bidder/proposer is responsible. The term of the resultant contract will begin as stated in the contract executed by the Commissioners' Court and will terminate on the date specified in the contract unless terminated earlier as herein set forth.

15. ESTIMATED QUANTITIES

Any reference to quantities shown in the Request for Bids/Proposals are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

16. CONTRACTOR INVESTIGATION

Before submitting a bid/proposal, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its bid/proposal submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

17. NO COMMITMENT BY COUNTY

This Request for Bid/Proposal does not commit the County to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in

the preparation of a bid/proposal to this request, or to procure or contract for services or supplies.

18. BEST AND FINAL OFFERS

In acceptance proposals, the County reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitations of a Best and Final Offer from one or more of the proposers. If invoked, it allows acceptable proposers the opportunity to amend, change or supplement their original proposal. Proposers may be contacted in writing requesting that they submit their best and final offer. Any such best and final offer must include discussed and negotiated changes.

19. SINGLE BID/PROPOSAL RESPONSE

If only one (1) bid/proposal is received in response to the Request for Bids/Proposals, a detailed cost bid/proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost bid/proposal in order to determine if the price is fair and reasonable.

20. REJECTION/DISQUALIFICATION OF BIDS/PROPOSALS

El Paso County reserves the right to reject any or all bids/proposals in whole or in part received by reason of this bid/proposal package and may discontinue its efforts for any reason under this bid/proposal package at any time prior to actual execution of the Contract by the County. Bidders/Proposers may be disqualified and rejection of bid/proposals may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- A. Failure to use the bid/proposal form(s) furnished by the County, if applicable.
- B. Lack of signature by an authorized representative that can legally bind the company on the bid/proposal form.
- C. Failure to properly complete the bid/proposal.
- D. Bids/proposals that do not meet the mandatory requirements.
- E. Evidence of collusion among bidders/proposers.

21. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this bid/proposal, a written notice of such revision will be posted on the County Purchasing website. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is posted on the County Purchasing website. It shall be Bidder's/Proposer's responsibility to check the website prior to the bid/proposal opening date to verify whether any addendums have been posted.

22. BID/PROPOSAL IDEAS AND CONCEPTS

The County reserves the right to adopt or use for its benefits, any concept, plan, or idea contained in any bid/proposal.

23. BID/PROPOSAL DISCLOSURES

Results of bids/proposals for the purchase of goods, materials, general services and construction are considered public information at the time of the bid/proposal opening. All information contained in the bid/proposal response is available for public review.

The Proposal for Services: Only the names of those who submitted proposals will be made public information until an award is made by Commissioners' Court and contract executed by the parties. No price, staffing or other proposal information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal.

24. WITHDRAWAL OF BID/PROPOSAL

Bidders/Proposers may request withdrawal of a sealed bid/proposal prior to the scheduled bid/proposal opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No bids/proposals may be withdrawn for a period of sixty (60) calendar days after opening of the bids/proposals.

25. INDEMNIFICATION

A. The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against El Paso County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensations a sum of money reasonably sufficient to liquidate any and all such lawful claims.

B. Pursuant to Texas Local Government Code Section 262.032(b), any successful bidder who is awarded any contract in excess of \$50,000 may be required to execute a performance bond to the County. Said bond shall be in the full amount of the contract and must be furnished within 30 days after the date a purchase order is issued or the contract is signed and prior to commencement of the actual work. A performance bond required pursuant to this section shall be noted in the

attached detailed bid specifications or scope of work. This section does not apply to a performance bond required by Chapter 2253, Texas Government Code.

26. PROOF OF INSURANCE

Successful proposer agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services limits of not less than the following sums:

INSURANCE REQUIREMENTS FOR CONSTRUCTION AND OTHER SERVICES PROVIDED TO THE COUNTY OF EL PASO

GENERAL LIABILITY:

- \$1,000,000 – Each Occurrence
- \$1,000,000 – General Aggregate
- \$1,000,000 – Personal & Advertising Injury
- \$1,000,000 – Products/Completed Operations – Aggregate
- \$5,000 – Premises Medical Expense
- \$500,000 – Fire Legal Damage Liability

County named as “Additional Insured”

Waiver of Subrogation

AUTOMOBILE:

- \$1,000,000 – Each Occurrence
- County named as “Additional Insured”
- Waiver of Subrogation

WORKERS COMPENSATION:

- \$1,000,000 – Employers Liability – Each Accident
- \$1,000,000 – Employers Liability – Each Employee
- \$1,000,000 – Employers Liability – Disease – Policy Limit
- Statutory Limits
- Waiver of Subrogation

CONSTRUCTION PROJECTS additional requirements:

- Builders Risk Policy for total amount of completed project
- Bid Bond
- Performance & Payment Bond

PROFESSIONAL SERVICES additional requirements:

Limit of \$1,000,000 for E&O/Professional Insurance.

CERTIFICATE OF LIABILITY INSURANCE

In the remarks section should include job description or project name and/or number. Successful bidder shall carry in full force Workers' Compensation Insurance Policy (ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful bidder. Current insurance Certificates certifying that

such policies as specified above are in full force and effect shall be furnished by successful bidder to the County. Insurance is to be placed with insurers having a best rating of no less than A. The Bidder shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Bidder shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity. The County agrees to provide Bidder with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Bidder. In no event shall the County be liable for any damage to or destruction of any property belonging to the Bidder.

County of El Paso shall be listed as the additional insured on policy certificates and shall be notified of changes to the policy during the contractual period.

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

27. BOYCOTT OF ISRAEL

In accordance with Chapter 2270 of the Texas Government Code, a company, other than a sole proprietorship, with ten or more full time employees is required to certify in writing that it does not boycott Israel and will not boycott Israel during the term of the contract, if the contract has a value of \$100,000 or more.

28. MANDATORY DISCLOSURES:

Texas law requires the following disclosures by vendors:

Conflict of Interest Disclosure Reporting (required of all vendors responding to the Bid/RFP/RFQ)

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity make certain disclosures. In 2015, the Texas Legislature updated the law and the Texas Ethics Commission made corresponding changes to the Conflict of Interest Questionnaire (CIQ Form), in which the vendor must disclose any covered affiliation or business relationship with County personnel that might cause a conflict of interest with a local government entity. A list of County elected officials and employees that will award the bid/proposal and/or make

recommendations for award are included in this bid/proposal. By law, a completed questionnaire must be filed with the County of El Paso County, Texas. If no conflict of interest exists, write "N/A" or "None" in Box 3 of the CIQ Form. For vendor's convenience, a blank CIQ Form is enclosed with this bid/proposal. Blank CIQ Forms may also be obtained by visiting the Purchasing Department website at: <http://epcounty.com/purchasing/bids/default.htm>

Disclosure of Interested Parties (only required of vendors who are awarded the Bid/RFP/RFQ)

In 2015, the Texas Legislature added Section 2252.908 to Chapter 2252 of the Texas Government Code. Pursuant to Section 2252.908, for contracts entered into January 1, 2016 and after, the awarded vendor must submit to the County a completed "Certificate of Interested Parties" form, which will be included in the Commissioners Court agenda at the time the contract is approved and sent to the Texas Ethics Commission within 30 days thereafter.

Compliance with this new requirement requires logging into the Texas Ethics Commission website, at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm Several instructional videos are available there.

29. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a bid/proposal, that the bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid/proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid/proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid/proposal, or that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid/proposal price of the contractor or any other bidder/proposer, or to fix any overhead, profit or cost element of the bid/proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid/proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her bid/proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid/proposal depository, or to any member or agent thereof to effectuate a collusive or sham bid/proposal.

Non negotiations, decisions, or cautions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Request for Bid/Proposal.

No officer or employee of the County, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County contracts for this service.

30. SOVEREIGN IMMUNITY

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

31. MERGERS, ACQUISITIONS

The Bidder/Proposer shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a bid/proposal is submitted.

If subsequent to the award of any contact resulting from this BID/RFP the Bidder/Proposer shall merge or be acquired by another firm, the following documents must be submitted to the County.

1. Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
2. New Bidder's/Proposer's Federal Identification Number (FEIN); and
3. New Bidder's/Proposer's proposed operating plans.

Moreover, Bidder/Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Bidder/Proposer has actual knowledge of the anticipated merger or acquisition. The new Bidder's/Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

32. DELAYS

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Bidder/Proposer agrees it will make no claim for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Bidder/Proposer attributed to these delays, should any occur. In addition, Bidder/Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

33. ACCURACY OF DATA

Information and data provided through this BID/RFP are believed to be reasonably accurate.

34. SUBCONTRACTING/ASSIGNMENT

Bidder/Proposer shall not assign, sell, or otherwise transfer its contact in whole or in part without prior written permission of Commissioners' Court. Such consent, if granted, shall not relieve the Bidder/Proposer of any of its responsibilities under this contract.

35. INDEPENDENT CONTRACTOR

Bidder/Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Bidder/Proposer or its subcontractors perform in providing the requirements stated in the Request for Bid/Proposal.

36. MONITORING PERFORMANCE

The County shall have the unfettered right to monitor and audit the Vendor's work in every respect. In this regard, the Vendor shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Vendor shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Bidder's/Proposer's work and performance under this contract. In the event any such material is not held by the vendor in its original form, a true copy shall be provided.

The County of El Paso is an equal opportunity employer.

37. PROCUREMENT ETHICS

CODE OF ETHICS TRAINING AFFIDAVIT FORM

El Paso County Code of Ethics Training Requirement for Vendors:

Any vendor involved in a single procurement exceeding \$50,000 must read and sign the El Paso County Code of Ethics Training Affidavit that is included in each bid/proposal packet. By reading and signing the Affidavit form, the bidder has confirmed that they have been trained in the El Paso County Code of Ethics. The training must be completed by an officer, principal, or other person with the authority to bind the company.

Optional On-Line Training: As an alternative to reading and completing the El Paso County Code of Ethics Training Affidavit, in compliance with Section 161 of the Texas Local Government Code, the training on the El Paso County Code of Ethics is accessible in an online format to Vendors and Lobbyists on an ongoing basis, subject only to limitations due to technical resources.

The optional On-Line Training may be accessed and completed at:

http://www.epcounty.com/ethicscom/trainingvendor_files/frame.htm

If completed on-line, the training receipt should be printed out and included with the BID/RFP/RFQ/RFI.

COUNTY OF EL PASO, TEXAS

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS*

Instructions for the certifications:

General Requirements

The County of El Paso, Texas is required to obtain from all applicants of federal funds or pass-through certifications regarding federal debt status, debarment and suspension, and a drug free workplace. Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying," 21 CFR part 1414, Government wide Debarment and Suspension (Non procurement), Certification Regarding Federal Debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of El Paso determines to award the covered cooperative agreement

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the applicant certifies that;

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement,
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

- A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to the application.

2. DRUG-FREE WORKPLACE

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The applicant certifies that it will or will continue to provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of El Paso, Texas, 500 East San Antonio Street, Suite 406, El Paso, Texas 79901. Notice shall include the identification number of each affected grant

(f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

3. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)

The Applicant certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

*All three (3) pages of this document must be included in all responses.

HEALTH INSURANCE BENEFITS QUESTIONNAIRE

Texas Local Government Code Section 262.0271 states the County may give preference to bidders that provide reasonable health insurance coverage to its employees, over a bidder that doesn't provide such insurance. Complete the questionnaire below if applicable. If not, check box #3.

1. Do you or your subcontractor(s) currently offer health insurance benefits to your employees?

If so, please describe those health insurance benefits that you or your subcontractor(s) currently provide/offer to your employees.

2. What percentage, if any, of your subcontractor's employees are currently enrolled in the health insurance benefits program?

3. **No. The bidder is not requesting the Health Insurance Benefits Preference.**

Checking Box #3 will not disqualify you from participating in this bid selection process.

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

*

* This page must be included in all responses.



COUNTY OF EL PASO
County Purchasing Department
800 E. Overland, RM 300
El Paso, Texas 79901
(915) 546-2048
(915) 546-8180 Fax

RE: RFP 20-015, Offender/Defendant Paid Electronic Monitoring Services for the County of El Paso

Dear Vendor:

The Texas Local Government Code Chapter 176 requires all vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government entity to complete and submit a Conflicts of Interest Questionnaire. Attached is a copy of the Questionnaire.

In filling out the Questionnaire, the following are the County Officers that will award the bid and the employees which will make a recommendation to the Commissioners' Court:

County Officers: County Judge Ricardo A. Samaniego
Commissioner Carlos Leon
Commissioner David Stout
Commissioner Vincent M. Perez
Commissioner Carl L. Robinson

County Employees: Debra Carrejo CPPO, CPPB-Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Peter Gutierrez, Buyer II
Betsy Keller, County Administrator
Elvia Jauregui, Formal Bid Supervisor/Buyer
Araceli Hernandez, Formal Bid Buyer
Blanca Guereca, Procurement Data Analyst
Oscar Avila, Procurement Data Analyst
Edward Dion, County Auditor
Barbara Franco, Auditor First Assistant
Wallace Hardgrove, Budget & Financial Manager
Christina Ford, Division Chief
Eddie Sosa, First Assistant County Attorney
Chris Sullivan, Sr. Trial Attorney
Michael Martinez, Administration
Lorena Rodriguez, Analyst
Jacob Garcia, CJC
Annalisa Davila, Adult Probation
Roberto Diaz, JP
Lorena Acosta, Court Coordinator
Ray Duke, District Attorney Office
Victor Pineda, JP

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p style="text-align: center;">OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p style="text-align: center;">_____ Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">_____ Date</p>	

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Effective January 1, 2016, Texas Legislature adopted [House Bill 1295](#), which states that a governmental agency may not enter into certain contracts with a business entity, unless the business entity submits a disclosure of interested parties to the governmental entity. **This Certificate of Interested Parties - Form 1295 must be submitted before the county can enter into the contract**

- The Form 1295 must be submitted online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
- Upon completion, you will be provided a verification printout.
- The printout must be notarized and then submitted to the County of El Paso for verification.

Upon the County's receipt of your notarized Form 1295, the contracting process can begin. Failure to complete and submit the Form 1295 will delay the contract from possibly being awarded and could result in loss of the contract

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

**COUNTY OF EL PASO, TEXAS
Check List**

**RFP 20-015
Offender/Defendant Paid Electronic Monitoring
Services for the County of El Paso**

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m. Thursday, February 27, 2020. Did you visit our website (www.epcounty.com) for any addendums?

_____ Did you sign the Proposal Signature Page?

_____ Did you sign the "Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Status And Implementing Regulations" document?

_____ If seeking preference, did you sign the "Health Insurance Benefits Questionnaire"?

_____ Did you sign and complete the required "Conflict of Interest Questionnaire"?

_____ Did you sign and complete the required "Certificate of Interested Parties Form"?

_____ Did you complete and sign the required "Ethics Training Affidavit Form"?

_____ Did you provide one original and six (6) electronic versions of the complete proposal (CD/DVD/Flashdrive) in Word/PDF Format? Electronic copies must reflect original hard copy.