



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street, 1<sup>st</sup> Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

## LEGAL NOTICE Advertisement for Request for Proposal

May 24, 2022

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 22-021/YS, Comprehensive Inmate Technology Services Package. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/>, or by calling 409-835-8593.**

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Offerors shall forward one (1) original hard copy and seven (7) hard copies, and one (1) USB thumb drive of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Engineering Conference Room (5<sup>th</sup> Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

There will be a **MANDATORY** pre-proposal conference on Wednesday, June 8, 2022, at 10:00 am CT at the Jefferson County Correctional Facility, 5030 Highway 69 South, Beaumont, Texas, 77705.

**PROPOSAL NAME:** Comprehensive Inmate Technology Services Package for Jefferson County Correctional Facility, Downtown Jail, and Minnie Rogers Juvenile Justice Center

**PROPOSAL NO:** RFP 22-021/YS

**DUE DATE/TIME:** 11:00 AM CT, Wednesday, July 6, 2022

**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Deborah Clark, Purchasing Agent, [dclark@co.jefferson.tx.us](mailto:dclark@co.jefferson.tx.us). Technical questions should be directed to Sheriff Zena Stephens, Jefferson County Sheriff's Department, [zstephens@co.jefferson.tx.us](mailto:zstephens@co.jefferson.tx.us), or Chief John Shaubarger, Jefferson County Correctional Facility, [jshaubarger@co.jefferson.tx.us](mailto:jshaubarger@co.jefferson.tx.us).

Jefferson County encourages Disadvantaged Business Enterprises to participate in the proposal submission process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this proposal.

**Respondents are strongly encouraged to carefully read the entire invitation.**

Deborah L. Clark  
Purchasing Agent  
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – May 25, 2022 and June 1, 2022  
The Examiner – May 26, 2022

# Table of Contents

---

<b>Table of Contents</b> .....	1
<b>Proposal Submittal Checklist</b> .....	4
<b>Section 1. Introduction to Offerors</b> .....	5
1.1 Vendor Instructions .....	5
1.2 Governing Law .....	5
1.3 Ambiguity, Conflict, or Other Errors in RFP .....	5
1.4 Notification of Most Current Address .....	5
1.5 Proposal Preparation Cost .....	5
1.6 Signature of Proposal .....	5
1.7 Economy of Presentation.....	6
1.8 Proposal Obligation .....	6
1.9 Incorporation by Reference and Precedence .....	6
1.10 Governing Forms.....	6
1.11 Implied Requirements .....	6
1.12 Compliance with RFP Specifications .....	6
1.13 Vendor Registration: SAM (System for Award Management) .....	7
1.14 Awarded Vendors: Submission of FORM 1295.....	7
1.15 Emergency/Declared Disaster Requirements .....	8
1.16 Evaluation.....	8
1.17 Withdrawal of Proposal.....	8
1.18 Minority-Women Business Enterprise Participation .....	8
1.19 Award.....	8
1.20 Ownership of Proposal .....	8
1.21 Disqualification of Offeror.....	8
1.22 Contractual Development.....	9
1.23 Assignment.....	9
1.24 Contract Obligation .....	9
1.25 Termination .....	9
1.26 Inspections.....	9
1.27 Testing.....	9
1.28 Loss, Damage, or Claim .....	9
1.29 Taxes .....	9
1.30 Non-Discrimination.....	10
1.31 Conflict of Interest.....	10

## Table of Contents (Continued)

---

1.32 Waiver of Subrogation.....	10
1.33 Acknowledgment of Insurance Requirements.....	10
1.34 Insurance Requirements .....	10
1.35 Workers Compensation Insurance.....	11
1.36 Pre-Proposal Conference.....	12
1.37 Delivery of Proposals .....	12
1.38 Proposal Submission During Time of Inclement Weather, Disaster, or Emergency.....	13
1.39 Questions.....	14
1.40 Tentative Schedule of Events .....	14
<b>Section 2. FEMA Mandated Contract Provisions .....</b>	<b>14</b>
<b>Section 3. Response Format.....</b>	<b>24</b>
3.1 Introduction .....	24
3.2 Organization of Proposal Contents.....	24
3.3 Transmittal Letter.....	24
3.4 Executive Summary .....	24
3.5 Table of Contents .....	25
3.6 Offeror Identifying Information .....	25
3.7 Conflict of Interest.....	25
3.8 Confidential/Proprietary Information.....	26
<b>Section 4. Proposal Submittal.....</b>	<b>27</b>
<b>Section 5. Scope of Services .....</b>	<b>28</b>
<b>6. Project Requirements.....</b>	<b>40</b>
6.1 Objective .....	40
6.2 Offeror Experience.....	40
6.3 Offeror Personnel and Organization.....	40
<b>7. Proposal Evaluation and Selection Process.....</b>	<b>42</b>
7.1 Introduction .....	42
7.2 Cost Proposal.....	42
7.3 Proposal Evaluation and Selection.....	42
7.4 Evaluation Criteria2	

## Table of Contents (Continued)

Cost Proposal Form .....	44
Non- Disclosure Agreement .....	45
Vendor References Form .....	46
Signature Page .....	47
Conflict of Interest Questionnaire .....	48
Good Faith Effort (GFE) .....	50
Notice of Intent (NOI) .....	51
Subcontracting Participating Declaration Form (HUB).....	52
Residence Certification/Tax Form.....	56
House Bill 89 Verification.....	57
Senate Bill 252 Certification.....	58
Certification Regarding Lobbying.....	59
Disclosure of Lobbying (SF-LLL) Form: Completion Instructions & Form.....	60
Bid Affidavit .....	62

### **Proposal Submissions:**

**Offeror is responsible for submitting:**

- **One (1) Original Response Copy and Seven (7) Numbered Response Copies, and One (1) USB Thumb Drive; with all copies to include a completed copy of this specifications packet, in its entirety.**

Additionally, Offeror must monitor the Jefferson County Purchasing Department Website (below) to check for any addenda and/or additional instructions that have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

<https://www.co.jefferson.tx.us/Purchasing/>

## Proposal Submittal Checklist

---

The Offeror's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause rejection of the proposal.

Offeror shall check each box indicating compliance.

### THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the email address, telephone, and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided Inmate Telephone Services Package of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- One (1) Original Response Copy and (# here) Numbered Response Copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

Each Offeror shall ensure that required parts of the response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

**Please read the "Proposal Submittal Checklist" included in this package.**

Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

### **Section 1. Introduction to Offerors**

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for Inmate Technology Services Package.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

### **1.1 Vendor Instructions**

**Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.**

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the **Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein**. Be sure your proposal package is complete.

### **1.2 Governing Law**

Offeror is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

### **1.3 Ambiguity, Conflict, or other errors in the RFP**

If Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Offeror fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Offeror, or an error or ambiguity that reasonably should have been known to Offeror, then Offeror shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

### **1.4 Notification of Most Current Address**

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson County Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

### **1.5 Proposal Preparation Cost**

Cost for developing proposals is entirely the responsibility of Offerors and shall not be charged to Jefferson County.

### **1.6 Signature of Proposal**

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Offeror contractually. If the Offeror is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Offeror is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Offeror is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

### **1.7 Economy of Presentation**

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

### **1.8 Proposal Obligation**

The contents of the proposal and any clarification thereof submitted by the selected Offeror shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

### **1.9 Incorporation by Reference and Precedence**

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractors response to the RFP.

### **1.10 Governing Forms**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

### **1.11 Implied Requirements**

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Offeror, shall be included in the proposal.

### **1.12 Compliance with RFP Specifications**

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP will result in disqualification.

### **1.13 Vendor Registration: SAM (System for Award Management)**

Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an “active” status.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

**Offerors are strongly encouraged to review their firm’s SAM (System for Award Management) status prior to Proposal Submission.**

### **1.14 Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)**

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), unless contract is considered exempt as described below.

In 2017, the Texas legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

**1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.**

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

**2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.**

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

### **1.15 Emergency/Declared Disaster Requirements**

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, a contract (executed in response to this Request for Proposal) may be subjected to unusual usage. Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in the contract shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the contract, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

### **1.16 Evaluation**

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Offeror. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award in the best interest of Jefferson County.

### **1.17 Withdrawal of Proposal**

The Offeror may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Offeror may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

### **1.18 Minority-Women Business Enterprise Participation**

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

### **1.19 Award**

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Offeror, and/or to reject any or all proposals. In the event the highest dollar Offeror meeting specifications is not awarded a contract, the Offeror may appear before Commissioners' Court and present evidence concerning his responsibility.

### **1.20 Ownership of Proposal**

All proposals become the property of Jefferson County and will not be returned to Offerors.

### **1.21 Disqualification of Offeror**

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Offeror has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals will be rejected if the County believes that collusion exists among the Offerors.

## **1.22 Contractual Development**

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Offeror must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

## **1.23 Assignment**

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

## **1.24 Contract Obligation**

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Offeror. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

## **1.25 Termination**

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of Offeror, or if the Offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Jefferson County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

## **1.26 Inspections**

Jefferson County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a proposal cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the Offeror as inadequate.

## **1.27 Testing**

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

## **1.28 Loss, Damage, or Claim**

The Offeror shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Offeror shall totally indemnify Jefferson County against all claims of loss or damage to the Offeror's and Jefferson County's property, equipment, and/or supplies.

## **1.29 Taxes**

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

**1.30 Non-Discrimination**

The successful offeror will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

**1.31 Conflict of Interest**

The agreement entered into pursuant to this RFP will contain the Contractor’s warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

**1.32 Waiver of Subrogation**

Offeror and Offeror’s insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from the Offeror’s performance under this agreement.

**1.33 Acknowledgment of Insurance Requirements**

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for this proposal. Offeror also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Offeror’s proposal. The insurance requirements are part of this package.

**1.34 Insurance**

The contractor (including any and all subcontractors as defined in Section 1.35.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor’s liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

**Minimum Insurance Requirements:**

**Public Liability, including Products & Completed Operations** \$1,000,000

**Excess Liability** \$1,000,000

**Property Insurance (policy below that is applicable to this project):**

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder’s Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

## Workers' Compensation Statutory Coverage (See Section Below)

### 1.35 Workers' Compensation Insurance

#### 1.35.1 Definitions:

- 1.35.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 1.35.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 1.35.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 1.35.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 1.35.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.34 above.
- 1.35.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 1.35.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 1.35.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 1.35.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 1.35.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 1.35.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 1.35.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 1.35.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

- 1.35.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
- 1.35.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- 1.35.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 1.35.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
  - 1.35.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
  - 1.35.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 1.35.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 1.36.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 1.35.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.35.1. – 1.35.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 1.35.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 1.35.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

### **1.36 Pre-Proposal Conference**

There will be a **MANDATORY** pre-proposal conference on Wednesday, June 8, 2022 at 10:00 AM CT, at Jefferson County Correctional Facility, 5030 Highway 69 South, Beaumont, Texas, 77705.

### **1.37 Delivery of Proposals**

All proposals are to be delivered by 11:00 AM CT, Wednesday, July 6, 2022, to:

**Jefferson County Purchasing Department  
Attention: Deborah L. Clark, Purchasing Agent  
1149 Pearl Street, First Floor  
Beaumont, Texas 77701**

**Courthouse Security:** Offerors are advised that all visitors to the Courthouse must pass through Security. Offerors planning to hand deliver proposal must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days. Offerors are strongly urged to plan accordingly.

**County Holidays – 2021:**

<b>January 18, 2021</b>	Martin Luther King, Jr. Day	Monday
<b>February 15, 2021</b>	President’s Day	Monday
<b>April 2, 2021</b>	Good Friday	Friday
<b>May 31, 2021</b>	Memorial Day	Monday
<b>July 5, 2021</b>	Independence Day	Monday
<b>September 6, 2021</b>	Labor Day	Monday
<b>November 11, 2021</b>	Veteran’s Day	Thursday
<b>November 25 &amp; 26, 2021</b>	Thanksgiving	Thursday & Friday
<b>December 23 &amp; 24, 2021</b>	Christmas	Thursday & Friday
<b>December 31, 2021</b>	New Year’s	Friday

Jefferson County will not accept any proposals received after the stated time and date, and shall return such proposals unopened to the Offeror. Jefferson County will not accept any responsibility for proposals being delivered by third party carriers.

Proposal Submissions shall be tightly sealed in an opaque envelope or box and plainly marked “SEALED PROPOSAL.” The outside of the envelope or box shall also include: Proposal Number, Proposal Name, Proposal Due Date, Offeror’s Name and Address; and shall be addressed to the Purchasing Agent.

**Offeror is responsible for submitting:**

- **One (1) Original Response Copy and Seven (7) Numbered Bid Copies, and One (1) USB Thumb Drive; with all copies to include a completed copy of this specifications packet, in its entirety.**

Additionally, Offeror must monitor the Jefferson County Purchasing Department Website (below) to check for any addenda and/or additional instructions that have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

<https://www.co.jefferson.tx.us/Purchasing/>

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.

**1.38 Proposal Submissions During Time of Inclement Weather, Disaster, or Emergency**

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/request for statement of qualifications submission deadline, the bid/proposal/request closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department’s office by the exact time specified in the RFP and urgent County requirements preclude amendment to the RFP, the time

specified for receipt of proposal will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

### 1.39 Questions

Questions relating to general specification requirements may be emailed to Deborah Clark, Purchasing Agent, [dclark@co.jefferson.tx.us](mailto:dclark@co.jefferson.tx.us), and those of a technical nature to Jefferson County Sheriff Zena Stephens, [zstephens@co.jefferson.tx.us](mailto:zstephens@co.jefferson.tx.us) or Chief John Shaubarger, Jefferson County Correctional Facility, [jshaubarger@co.jefferson.tx.us](mailto:jshaubarger@co.jefferson.tx.us) **no later than noon, Monday, June 27, 2022.**

### 1.40 Tentative Schedule of Events

May 24, 2022	Issuance of Request for Proposal
June 8, 2022	Pre Proposal Conference
July 6, 2022	Deadline Submission (late proposals will not be considered)
July 7, 2022	Proposals distributed to Evaluation Committee
July 20, 2022	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
July 26, 2022	Conduct Interview/Best and Final Offer/Short List
August 2, 2022	Recommendation for Award

**Please note:**

**The above schedule of events is TENTATIVE in nature. Dates listed are subject to change.**

## Section 2. Federal Emergency Management Agency (FEMA) MANDATED CONTRACT PROVISIONS

---

### 1. REMEDIES

a. **Standard.** Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

b. **Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.

### 2. TERMINATION FOR CAUSE AND CONVENIENCE

a. **Standard.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. **Applicability.** This requirement applies to all FEMA grant and co-operative agreement programs.

### 3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

**a. Standard.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

**b. Key Definitions.**

**i. Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

**ii. Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

**c. Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.

**d. Required Language.** The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

**During the performance of this contract, the contractor agrees as follows:**

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives

of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any sub-contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **4. DAVIS-BACON ACT**

**a. Standard.** All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

**b. Applicability.** The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Non-profit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

**c. Requirements.** If applicable, the non-Federal entity must do the following:

**i.** The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**ii.** Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

**iii.** Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

#### **COMPLIANCE WITH THE DAVIS-BACON ACT:**

**a.** All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R.pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

**b.** Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

**c.** Additionally, contractors are required to pay wages not less than once a week.

#### **5. COPELAND ANTI-KICKBACK ACT**

**a. Standard.** Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

**b. Applicability.** This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

**c. Requirements.** If applicable, the non-Federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

#### **COMPLIANCE WITH THE COPELAND “ANTI-KICKBACK ACT”:**

**a. Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

**b. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

**c. Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

## **6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

**a. Standard.** Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

**b. Applicability.** This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause: Compliance with the Contract Work Hours and Safety Standards Act.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any Part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

**(3) Withholding for unpaid wages and liquidated damages.** Jefferson County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## **7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

**a. Standard.** If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

**b. Applicability.** This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

**c. Funding Agreements Definition.** The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## **8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

**a. Standard.** If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

**b. Applicability.** This requirement applies to contracts awarded by a non-Federal entity of amounts in excess of \$150,000 under a federal grant.

### **CLEAN AIR ACT:**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to Jefferson County and understands and agrees that the County/Grant Administration Firm Acting on Behalf of the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **FEDERAL WATER POLLUTION CONTROL ACT:**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to Jefferson County agrees that the County/Grant Administration Firm Acting on Behalf of the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **9. DEBARMENT AND SUSPENSION**

**a. Standard.** Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) (RFP 22-021/YS), Comprehensive Inmate Technology Services Package for Jefferson County Correctional Facility, Downtown Jail, and Minnie Rogers Juvenile Justice Center

at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

**b. Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.

**c. Requirements.**

**i.** These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530.

**ii.** In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

**iii.** Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
2. The contract requires the approval of FEMA, regardless of amount.
3. The contract is for federally-required audit services.
4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

**SUSPENSION AND DEBARMENT:**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**10. BYRD ANTI-LOBBYING AMENDMENT**

**a. Standard.** Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by

each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

**b. Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**c. Required Certification.**

If applicable, contractors must sign and submit to the non-Federal entity the **“Certification Regarding Lobbying” Form** included within these bid specifications.

**11. PROCUREMENT OF RECOVERED MATERIALS**

**a. Standard.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

**b. Applicability.** This requirement applies to all contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.

**c. Requirements.** The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA’s Comprehensive Procurement Guidelines website:

<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Although FEMA does not currently require additional provisions, FEMA recommends the following:

**1. ACCESS TO RECORDS**

**a. Standard.** All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients

must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

## **ACCESS TO RECORDS:**

### **The following access to records requirements apply to this contract:**

- (1) The Contractor agrees to provide the local/state/federal entity providing funding for this project, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or their representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## **2. CHANGES**

- a. Standard.** To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability.** FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

## **3. DHS SEAL, LOGO, AND FLAGS**

- a. Standard.** Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability.** FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

“The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

## **4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

- a. Standard.** The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability.** FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. **“This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.”**

## **5. NO OBLIGATION BY FEDERAL GOVERNMENT**

a. **Standard.** FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. **Applicability.** FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”**

## **6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

a. **Standard.** Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. **Applicability.** FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

**“The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.”**

### **3. Response Format**

#### **3.1 Introduction**

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

The County requests that proposal submissions NOT be bound by staples or glued spines.

#### **3.2 Organization of Proposal Contents**

Each proposal must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Offeror Identifying Information
- e. Offeror Personnel and Organization
- f. Project Requirements
- g. Cost Proposal (Appendix A of RFP)
- h. Other information that may be helpful in the evaluation

#### **3.3 Transmittal Letter**

The Offeror must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for ninety (90) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than ninety (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Offeror to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Offeror also must indicate, in its transmittal letter, why it believes that it is the most qualified Offeror to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Offeror takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter.

However, Offeror must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

### **3.4 Executive Summary**

The Offeror must provide an executive summary of its proposal that asserts that the Offeror is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Offeror must identify any services that are provided beyond those specifically requested. If the Offeror is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Offeror are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Offeror must realize that failure to provide the services specifically required may result in disqualification of the proposal.

### **3.5 Table of Contents**

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

### **3.6 Offeror Identifying Information**

Offerors must provide the following identifying information:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Offeror's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Offeror's principal contact person regarding all contractual matters relating to this RFP;
- f. The Offeror's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Offeror (and any subcontractors) who will perform service's on this project; and
- h. A statement regarding the financial stability of the Offeror, including the ability of the Offeror to perform the functions required by this RFP and to provide those services represented by the Offeror in its response.

### **3.7 Conflict of Interest**

Each Offeror must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Offeror, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Offeror, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

Each Offeror must reveal any past or existing relationship between the Offeror, its principal, employees, or any affiliate or subcontractor, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Offerors affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

### **3.8 Confidential/Proprietary Information**

If any material in the proposal submission is considered by Offeror to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Offeror), Offeror must clearly mark the applicable pages of Offeror's proposal submission to indicate each claim of confidentiality. Additionally, Offeror must include a statement on company letterhead identifying all Proposal section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a proposal, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire proposal submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire proposal submission subject to release under the Texas Public Information Act.

By submitting a proposal, Offeror agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Offeror's proposal submission or other information submitted by Offeror.

**FAILURE BY OFFEROR TO INCLUDE ALL LISTED ITEMS  
MAY RESULT IN THE REJECTION OF ITS PROPOSAL.**

## **4. Proposal Submittal**

The Proposal is due no later than 11:00 AM CT, Wednesday, July 6, 2022, and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided Inmate Technology Services Package of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- **One (1) original and seven (7) proposal copies, and one (1) USB thumb drive; with all copies to include a completed copy of this specifications packet in its entirety and any other documentation requested within these specifications, should be mailed or delivered to:**

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701

- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.
- It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP **will** result in disqualification.

## **5. Scope of Services**

### **5.1 Objective**

Jefferson County is requesting proposals for a Comprehensive Inmate Technology Services Package composed of an Inmate Telephone System (ITS), Inmate Video Visitation System (VVS), Inmate Electronic Messaging System (EMS) and Inmate Tablet Program for the Jefferson County Correctional Facility (JCSO), Downtown Jail, and the Minnie Rogers Juvenile Justice Center. All three (3) facilities are located in Beaumont, Texas.

To ensure optimal performance and support, the Proposer MUST serve as the prime contractor and be held solely responsible for the delivery, operation and maintenance of ALL Inmate Technology Services proposed throughout the contract term. Proposals composed of Inmate Technology Services that rely on the use of subcontractors, third parties or affiliate vendors will NOT be accepted.

Additionally, to streamline facility operations and reduce facility staff burden, Proposer MUST provide, at no cost to Jefferson County; a secure, single login web-based administrative platform that provides an unlimited number of authorized users with access to ALL administrative controls, reporting and investigative features/tools of the Proposer's ITS, VVS, DPMS, EMS and Inmate Tablet Program. The web-based administrative platform MUST meet the following minimum requirements:

1. Be readily accessible to authorized users via any PC with a modern browser and active Internet without the need to download additional software.
2. Must provide various manual and automated tools to aid in the investigation or discovery of criminal activities by allowing investigators to easily check for any links between inmates and public individuals or other inmates using multi-path and multi-relation analysis.
3. Multi-path/multi-relation analysis must be capable of detecting an indirect relationship between two inmates through a public individual using a combination of phone calls, video visitation visits and electronic messages.

Jefferson County requests each proposer to submit a proposal for these Inmate Technology Services at no cost to Jefferson County. Proposals are to include all internal and external connectivity, hardware, software, on-site training, software upgrades, technical service, cloud-based or hosted server storage, technical support, and maintenance fees.

All equipment installed within Jefferson County Correctional Facility will remain the sole property of the Proposer. Any and all hardware, software, equipment, networking, cabling, etc. must be correctional grade and secure at all times.

All Inmate Technology Services MUST be bilingual (English and Spanish at minimum). Proposer shall list all other languages that are available.

Jefferson County reserves the right to contract with any provider for the purpose of improving or upgrading current technology or utilizing new technologies created after this agreement for the benefit of inmates or this agency.

#### **Facility Details:**

**The Jefferson County Correctional Facility** is responsible for a correctional Average Daily Population (ADP) of approximately 850 inmates. The facility has the capability to house up to 1,268 inmates. The inmate population consists of pre-trial felons and misdemeanants, misdemeanants sentenced for a period not to exceed two years, and those felons sentenced to the County for a period of not to exceed two years. The inmate population is housed in a 1,268-bed direct supervision facility with a current population of approximately 850 inmates. The facility currently utilizes approximately (100) inmate telephones.

#### **Site Location:**

Jefferson County Correctional Facility  
5030 Highway 69 South  
Beaumont, TX 77705

**The Downtown Jail** is a 500 bed maximum security jail with a population of approximately 150 inmates. It is no longer used to house Jefferson County inmates. Jefferson County is in a lease contract with LaSalle Southwest Corrections (26228 Ranch Road 12, Dripping Springs, Texas) for operations and management to house federal inmates and inmates from other counties in this facility. The facility currently utilizes approximately sixty-three inmate telephones and does not use calling cards.

**Site Location:**

Jefferson County – Downtown Jail  
1001 Pearl Street  
Beaumont, TX 77701

**Minnie Rogers Juvenile Justice Center** is responsible for a population of up to forty-eight juveniles. The center provides short term care in secure custody to juveniles who are charged with or adjudicated of an offense or offenses against the laws of the State of Texas or another state. The facility currently utilized approximately six (6) inmate telephones and does not use calling cards.

**Site Location:**

Minnie Rogers Juvenile Justice Center  
5326 Highway 69 South  
Beaumont, TX 77705

**5.2 Executive Summary:**

Proposer shall provide an Executive Summary highlighting the firm’s background and experience. The Executive Summary shall include:

1. The number of years in business, which includes the date the company was organized specifically for the purpose of providing the Inmate Technology Services requested.
2. Demonstrate firm’s commitment to enhancing correctional facility safety, security and efficiency through the development and launch of innovative technologies and services.
3. Professional qualification resumes for the individual(s) that will be involved in project installation, maintenance and support.

**5.3 Specifications/Scope of Work – Inmate Telephone System (ITS):**

1. Proposer must provide, at no cost to Jefferson County, an ITS to the inmate population that processes collect, prepaid, pin debit and pre-approved free calls only. The ITS provided shall allow for a ratio of inmates to phones of no less than 20 to 1. The ITS provided must be state- of-the art phones employing, at minimum, voice recognition and PIN number user identification.
2. To streamline facility operations and reduce facility staff burden, Proposer’s ITS and all other required Inmate Technology Services must be administered by a single, web-based administrative platform as identified within the “A. Scope of Work Overview” section of this RFP.
3. The Proposed must provide, at no cost to the Jefferson County non-coin, inmate telephone stations composed of durable equipment suitable for jail environments.
4. Proposer must provide, at no cost to the Jefferson County, portable inmate phones to be used for inmates that are high risk and locked down. The portable phones must meet the same restrictions (time limit, blocked calls, etc.) placed on regular housing phones.
5. The ITS shall comply with the Americans with Disabilities Act (“ADA”) requirements including, but not limited to, providing telephones which are accessible to persons in wheelchairs and providing devices that are compatible with Telephone Devices for the Deaf (“TDD”) or Video Relay Services.

6. All inmate telephone devices must be FCC registered and the Proposer's current FCC number must be provided as part of the proposal response.
7. The ITS must prevent (call block) to following numbers:
  - a. 911
  - b. All 800 services
  - c. All 900 services
  - d. 411 numbers
  - e. Directory assistance
  - f. Local emergency numbers
8. The ITS must not be capable of receiving incoming calls.
9. The ITS must be capable of identifying to Jefferson County which inmate is placing a call and which device/equipment the inmate is using. Additionally, the ITS shall provide Jefferson County the capability to monitor or record calls from multiple sites including remote locations.
10. The ITS must have an alert system that identifies to Jefferson County whenever a specific number is being called or a particular inmate is utilizing the system. The alert system is to include the capability to text message, email or call specific authorized users at predetermined phone numbers or email addresses.
11. The ITS must have the capability to be programmed to block calls from certain identified inmates and calls to certain identified telephone numbers. Additionally, the ITS must have the capability to be programmed to limit the time an inmate may spend on any one call.
12. The ITS must have the capability to be programmed to allow free calls to identified parties to include, but not limited to: attorneys, public defender's office, Social Security Office, JCSO Investigations Unit, TIPS Hotline, Prison Rape Elimination Hotline; these calls must also be capable of having the preprogrammed time limit for calls removed, and the ability to designate if calls should be recorded or unrecorded.
13. The ITS must have the capability to record and store all calls and inbound voicemail messages for a minimum of 180 days.
14. For security and fraud protection, the ITS must include patented software capable of detecting and prohibiting three-way calls that meets the following minimum requirements:
  - a. Requires no additional software to function;
  - b. Adapts dynamically to each phone call based on complete end-to-end network conditions, geographic regions, specific dialed numbers and exchanges;
  - c. Initially analyzes existing line conditions to use as a baseline for the remainder of the call;
  - d. Utilize full digital signal processing on each port;
  - e. Utilize 18 tunable soft parameters to optimize detection performance;
  - f. Allow authorized facility staff to select one of the following actions to be performed upon detection of a 3-way call:
    - i. Disconnect call;
    - ii. Play a single warning prompt or at random intervals during the call;
    - iii. Take no action;
  - g. Allow authorized facility staff to enable or disable detection to allow for allowable called parties (lawyers, public defenders, etc...) to perform a 3-way call;

- h. Record and store detection details within the Call Detail Record (CDR).
15. The ITS must include voice prompts in English and Spanish. Please identify other language capabilities of the system.
  16. The ITS must have a prompt that identifies to the receiver that the call is from the Jefferson County Correctional Facility to include the inmate's name as previously recorded by the inmate. The prompt must alert both the inmate and called party that the call may be monitored or recorded except for privileged professional/attorney calls.
  17. The ITS must provide positive acceptance by the called party.
  18. The ITS must not allow inmate to listen to the status of the call in-progress for the acceptance and or denial by called party and must not allow inmate to communicate with the called party until the call has been accepted.
  19. The ITS must notify both the caller and the called party of call termination by voice prompting at 1 minute and again at 15 seconds prior to the end of the call's pre-programmed time limit.
  20. The ITS must give Jefferson County the capability of taking an individual telephone, all telephones within a housing area, or the entire system out of service in less than 30 seconds.
  21. The Proposer must have a toll-free Customer Service number for the handling of questions, requests and complaints from the called party. The Proposer's Customer Service agents must be employed/located within the United States.
  22. The ITS must have the capability to allow for local and long- distance free calls, limited to no less than 5 minutes in duration, from inmate phones located in Booking areas. These calls must also be recorded and maintained on the server for no less than 180 days.
  23. The Proposer must provide, at no cost to the Jefferson County, an interface between the ITS and the Jefferson County's Jail Management System (JMS), to support:
    - a. Automatic activation and deactivation of inmate PIN numbers; as inmates are booked and released from custody.
    - b. Determination of inmate's housing location within the facility.
  24. The ITS must be able to restrict calls made by an inmate when the call is not being placed from a phone located within the inmate's current housing location.
  25. The ITS must have the capability to allow authorized facility staff to save, download, or email calls to removable portable devices via USB ports or DVD drives.
  26. The ITS must have the capability to allow users to make electronic notes on each call.
  27. The ITS must have the capability to set daily and weekly schedules for telephone activation and deactivation for "on/off" times.
  28. The ITS must have the capability to run administrative reports from a Jefferson County workstation; these reports include but are not limited to revenue/commission reports, inmate/account reports, and system reports.
    - a. Authorized users must have ability to confirm/validate accuracy of ITS call and commission rates in real-time via a Phone Commission Report. The Phone Commission Report at a minimum must provide the following ITS information for user defined date range:
      - i. Call Type
      - ii. Tariff Type
      - iii. # of Calls
      - iv. # of Minutes
      - v. Gross Revenue

vi. Commission Rate

vii. Commissions Earned

- b. To demonstrate functionality, Proposer must provide a sample copy of Phone Commission Report an authorized user is able to generate.
29. The ITS must provide an Inmate Crime Tip Line, a no-charge, speed-dial number that connects to a recorded message system that can be used by inmates to anonymously report criminal activity within the facility or to provide information related to criminal investigations.
  30. The Proposer must pay Jefferson County a monthly ITS commission on all call types. Monthly commissions are to be paid no later than the last day of the month following the month in which the commissions were earned. If the commission check fails to reach the County by the above specified date, the awarded vendor will pay the County the going interest rate each month for delinquent commissions owed the County. Commissions are to be paid by three (3) separate checks, one for each of the three locations.
  31. The ITS Commission rate shall be based on gross revenue to be defined as revenue on all call types from inmate non-coin phones.

## C.2. Specifications/Scope of Work – Inmate Video Visitation System (VVS):

1. To meet the unique safety and security of needs of Jefferson County, Proposer’s VVS software must be specifically designed for use in a correctional environment and solely owned by the Proposer. Video meeting/conference software such as Skype, Google Meet or Zoom will not be accepted.
2. To streamline facility operations and reduce facility staff burden, Proposer’s VVS and all other required Inmate Technology Services must be administered by a single, web-based administrative platform as identified within the “A. Scope of Work Overview” section of this RFP.
3. To maximize inmate access to VVS services, the Proposer’s proprietary VVS must function on both inmate kiosks and tablet devices. Inmate kiosks and tablet devices must be correctional-grade and provided, installed, supported and maintained by the Proposer at no cost to the Jefferson County. A VVS that requires Jefferson County be held financially responsible for any aspect of the inmate kiosk and/or tablet provided whatsoever will not be accepted.
4. To ensure optimal performance, Proposer must serve as the prime contractor and will be solely responsible for the delivery, operation and maintenance of the VVS throughout contract term. A VVS provided by a subcontractor, third party or affiliate vendor will not be accepted.
5. To support easy and quick use, Proposer’s VVS must be web browser-based allowing for full functionality within a common web browser (i.e. Chrome, Firefox, Internet Explorer, Safari, etc...). A VVS that requires a public or professional user to download an application to their smart device or computer in order to create a visitor profile, schedule a visit or participate in a video visitation session will not be accepted.
6. VVS must include a user-friendly web-based platform. This platform must meet the following minimum requirements:
  - a. Provide ability for individuals to create a free public or professional user profile:
    - i. Provide authorized facility staff with the ability to configure identity verification requirements based upon user profile type (public or professional):
      1. Upload of user’s valid government photo ID;
      2. Upload of a self-shot user profile photo;
      3. Entry of user’s full name and current address;
      4. Entry of name and the user’s relationship to inmate they are seeking to schedule/participate in a video visitation session with.
    - ii. Proposer must provide screenshots and a description illustrating how a public user is able to create a VVS profile and schedule a visitation with an inmate via a mobile smart device.
  - b. Incorporate automated scheduling and calendar modules that:
    - i. Provide a list of inmates eligible/available to participate in a video visitation session.
    - ii. Automatically send a text message or email notification to public and professional users when a scheduled video visitation system has been cancelled.
7. The Proposer must provide, at no cost to Jefferson County, an interface between the VVS and the JCSO’s Jail Management System (JMS) to support video visitation scheduling/inmate availability.
8. To help keep inmates and loved ones connected, Proposer’s VVS must support an option that allows inmates to initiate their own, unscheduled remote visitation sessions. The VVS must provide the facility with control over which inmates may initiate video visitation sessions and when such initiations may take place.
9. All remote video visitation sessions must be billed on a per/minute basis. Proposer’s VVS that require a minimum time usage limit/fee will not be accepted.
10. To prevent the transmission of undesirable visual content, Proposer’s VVS must incorporate facial detection/content filtering software that meets the following minimum requirements:

- a. Ability to immediately and automatically block/black out the inmate and/or user's background environment and body so that only human faces are visible throughout the video visitation session.
  - b. The moment a human face is unable to be detected, the software must:
    - i. Immediately and automatically temporarily suspend the transmission of the inmate and/or public user's video stream in which a human face is unable to be detected.
    - ii. Immediately and automatically display a visual text notice on the inmate and/or public user's monitor to alert user's that a video stream has been suspended due to software's inability to detect a human face. The text notice shall also include details relating to what corrective action must be performed (i.e. face device's camera) to resume transmission of suspended video stream.
      - 1. To demonstrate the availability and functionality of Proposer's VVS facial detection/content filtering software, Proposer must provide a screenshot of the visual text notice displayed when the software does not detect a human face during a real-life video visitation session. Proposer must also provide at least two facility references with point of contact details (title first and last name, telephone number and email address) in which the proposed VVS facial detection/content filtering software has been deployed on inmate tablet devices for a minimum of two consecutive years.
    - iii. Immediately and automatically resume the transmission of suspended inmate and/or public user's video stream when software detects a human face (corrective action has been performed).
  - c. Be configurable to allow authorized facility staff to enable or disable the software in advance or in real-time based upon the name of a specific inmate, public user or both. To demonstrate the availability and functionality of this feature, Proposer must provide a screenshot of this control setting as it is displayed to authorized users within the administrative dashboard.
  - d. Be configurable to allow authorized facility staff to enable or disable the software for specific user profile types (inmate, public and/or professional). To demonstrate the availability and functionality of this feature, Proposer must provide a screenshot of this control setting as it is displayed to authorized users within the administrative dashboard.
11. VVS must encrypt all on-site and remote video visitation sessions while in progress as well as recordings at rest.
  12. VVS must be capable of High Definition (HD) video streaming up to 30 frames per second.
  13. VVS must be capable of allowing inmate kiosks installed within housing units to display all pending visits.
  14. VVS must provide notification to public user/visitor and inmate that visitations are subject to monitoring and/or recording in both English and Spanish language.
  15. VVS must have a countdown clock that is a visible on-screen alerting visitors of visit time remaining.
  16. VVS web-based administrative platform as identified within the "A. Scope of Work Overview" section of this RFP, must meet the following requirements:
    - a. Allow authorized users to monitor all visits from both on-site and remote locations in real-time.
    - b. Provide authorized users with the ability to monitor up to 12 VVS video visitation sessions simultaneously.
    - c. VVS Recording and Playback Requirements:
      - i. Video visitation session recordings must be stored as a single file that contains both the inmate and visiting party audio and video feeds as well as other important visitation data such as the video endpoints used, session timer and date/time of the visit. Any messages displayed during the visitation must be recorded in the video call recording file as well.
      - ii. Automatically prevent/disable all professional user profile video visitation sessions from being monitored by authorized facility staff or recorded.
      - iii. Provide the capability to record and store all non-privileged remote video visitations in an encrypted format for a minimum of 180 days.

- iv. Provide the capability for authorized users to add comments to a recorded visit as well as to registered public user/visitor profiles.
  - v. For ease of play back, all VVS video visitation session recordings must be saved in a common .MP4 format.
  - vi. Provide authorized users with ability to transfer video visitation session recordings onto media storage device such as a USB thumb drive, CD or DVD Rom.
- d. Provide the capability for authorized users to authorize and/or establish professional user profiles.
17. VVS system must be capable of producing audit trails for system activity to include:
- a. Staff, inmate, and visitor log in/logoff dates and times.
  - b. Event log that captures visitor name, inmate name, visitation date, visitation start time, visitation end time and visitation duration.
  - c. Visitors that scheduled, modified or cancelled a visit.
  - d. Visitor IP addresses.
18. The Proposer must pay Jefferson County a monthly VVS commission on all revenue generating VVS sessions.
19. VVS commission rate shall be based on gross revenue to be defined as per minute revenue generated for each VVS session. Proposer must not set any minimum VVS system usage requirements that must be met for Jefferson County to be eligible to receive commissions.
20. To demonstrate current client satisfaction, Proposer must provide at least 5 references that are currently utilizing the proposed VVS that meets all mandatory requirements/features. Reference information must include:
- a. Reference Facility Name
  - b. Reference Facility Address, City, State and ZIP Code
  - c. Reference Facility Capacity
  - d. Reference Facility Primary Point of Contact Details
    - i. Title, First and Last Name
    - ii. Phone Number
    - iii. Email Address
  - e. VVS implementation Date

### C.3. Specifications/Scope of Work – Inmate Tablet Program:

1. Proposer must provide a turn-key Inmate Tablet Program that offers the following minimum features/applications:
  - a. Phone Call Application:
    - i. Tablet-based calls must be billed at the same rate as calls placed through hardwired/wall mounted telephones.
    - ii. Tablet based calls must be subject to the same call safety, security, monitoring, recording and control functions/applications as hardwired/wall mounted telephones.
  - b. Video Visitation Application:
    - i. Tablet-based VVS sessions must be subject to the same safety, security, monitoring, recording and control features as a kiosk-based system.
    - ii. For flexibility and mobility purposes, tablets must not require a docking station or charging cable to be used to participate in a video visitation session.
  - c. Messaging Application:
    - i. Family and Friends Messaging:
      1. Inmates must be able to exchange messages with family and friends at an affordable rate.
      2. Inmate, Family and Friend messages must be billed on a per message basis. To avoid excessive charges, messaging systems that charge a per minute access fee will not be accepted.
      3. For investigative purposes, all inmate, family and friend message exchanges must:
        - a. automatically be saved in a keyword searchable database.
        - b. provide keyword tracking in inmate digital general request, grievance request and medical request. Must provide system screen captures examples and 3 agency references that have used this technology for over 2 years.
        - c. provide screen capture examples of 3-way communication blocking and agency flagging notification with the electronic messaging system.
        - d. database must be accessible to authorized facility staff by a secure, web-based administrative platform.
        - e. Allow authorized facility to set alerts whenever a message is sent or received by specific inmate or public user.
        - f. Allow authorized facility staff to set alerts whenever a message containing a single or multiple keywords is contained within a message.
    - ii. Attorney Messaging:
      1. Inmate messaging application must include specialized Attorney Messaging feature to allow vetted attorneys to send confidential legal documents and exchange messages with inmates electronically. Proposer must provide 3 agency references where this technology has been in place for over 2 years.
      2. Additional security measures are taken to ensure the privacy of attorney messages and digital legal documents and files. These measures must include:
        - a. Information and correspondence must be exchanged and stored in an encrypted environment that is completely inaccessible to facility staff.
        - b. To retrieve/view legal documents and exchange secure messages with their attorney, an inmate must first log in to a tablet or kiosk device by entering their facility assigned PIN and then enter their secondary private password to access the encrypted environment.

- d. Law Library Application:
    - i. Must be provided to facility at no cost.
    - ii. Inmate access/use must be provided at no cost.
  - e. Education and Reentry Programs:
    - i. Inmate access/use must be provided at no cost.
  - f. Request and Grievances:
    - i. Must be provided to facility at no cost.
    - ii. Inmate access/use must be provided at no cost.
  - g. Entertainment:
    - i. Must offer a wide variety of media choices including movies and many tv series, Internet radio stations and video games.
    - ii. Provide inmates with free access to eBooks.
    - iii. To limit excessive charges and various issues/liabilities associated with ownership and transference of media upon the individual's release from custody, media must:
      - a. Be offered exclusively in a streaming format that is not capable of being stored within the tablet's internal memory. Entertainment/media options that are download or subscription based will not be accepted.
      - b. Be streamed at a low flat fixed rate per minute.
      - c. Provide inmates with free access to eBooks.
    - iv. Must provide authorized facility staff with complete control over what media/content is available to inmates.
  - h. Documents Viewer Application (Inmate Handbooks, Reentry manuals, etc.)
    - i. Inmate access/use must be provided at no cost.
  - i. Video Player Application (Facility Introduction, PREA, etc...)
    - i. Inmate access/use must be provided at no cost.
2. To streamline facility operations and reduce facility staff burden, Proposer's Inmate Tablet Program and all other required Inmate Technology Services must be administered by a single, web-based administrative platform as identified within the "A. Scope of Work Overview" section of this RFP.
  3. To meet unique safety and security needs, Proposer's tablets must be specifically engineered/manufactured for use within a correctional facility. Commercial Off-the-Shelf (COTS) tablets (i.e. Samsung, Levново, Kindle, etc...) are not acceptable.
  4. Consumer based tablets with an attached correctional designed case will not be accepted. Tablet body and case must be integrated as one with the tablet. Proposer must specify the make and model of proposed tablet accompanied with pictures.
  5. To provide the best level support and service, Proposer must be original provider of the inmate tablet device and solely own all proprietary rights to the tablet system. Tablets provided by a subcontractor, third party or affiliated company will not be accepted.
  6. To verify durability, Proposer must provide independent tablet durability and drop-test reports.

7. To provide inmates with equal access to tablet devices, Proposer must utilize a shared tablet distribution models in which tablet devices are provided to inmates at no cost. Inmate Tablet Programs where inmates must purchase, lease or rent a tablet device will not be accepted.
  - a. Proposer must state specific minimum inmate to tablet ratio to be provided.
  - b. Proposer must confirm that additional tablet devices will be provided at no cost if inmate tablet usage exceeds 50% of available time in any housing unit.
  - c. Proposer must provide the facility with a pool of spare tablet devices to allow for a damaged or inoperable device to be immediately replaced at no cost.
8. Proposer's Inmate Tablet Program must meet the following technical requirements:
  - a. Inmate tablet devices must be Wi-Fi enabled.
  - b. Inmate tablet devices must be capable of being updated wirelessly in real time. All tablet device software updates must be provided at no cost.
  - c. Inmate Tablet devices must be capable of being charged by a custom, FCC approved, wall mountable charging station that can charge/store a minimum of 10 tablets simultaneously.
    - i. To allow for self-service and prevent charging of unauthorized electronic devices such as cell phones, tablet charging stations must utilize metal to metal contact pins. Tablet charging stations that utilize magnetic induction or cords/cables will not be accepted.
  - d. Inmate Tablet devices must be equipped with an internal speaker as well as equipped with a 3.5mm jack to allow for the connection to a facility approved headphone/headset.
  - e. For accountability purposes, Inmate Tablet devices must:
    - i. Require an inmate to enter credentials and log in to the tablet before being able to access any application.
    - ii. Display terms and conditions to users the first time they login or for subsequent changes to the terms and conditions.
    - iii. Provide capability of restricting inmate usage to the specific housing units to which the inmate is assigned.
9. Inmate Tablet Program must meet the following security requirements:
  - a. Provide the following security measures to harden the firmware on the tablets:
    - i. No option for inmates to change the settings;
    - ii. All NFC, Bluetooth and Cellular wireless radio has been disabled, except for Wi-Fi;
    - iii. Disable inmate's ability to install and/or un-install apps;
    - iv. Push authorized apps to the tablet devices through an app state management process;
    - v. Provide no access to third-party app stores
  - b. To ensure inmates cannot access the Internet, Proposer's Inmate Tablet devices must feature a custom, proprietary operating system that will only allow the device to connect to a secure network.
  - c. Tablet device wireless network traffic must be routed through the Proposer's network system with no exception and provide firewall, transparent proxy, DHCP, DNS and routing services for the tablets.
  - d. Proposer must furnish a recent independent report from a certified vendor of network and program security that notes no vulnerabilities were found.
  - e. Proposer must provide secure Internet Protocol communications by authenticating and encrypting each IP packet of a communication session.

**10.** Proposer's inmate tablet must interface with JMS and other systems as applicable. All interface services must be provided at no cost.

**D. Network Infrastructure Security:**

The Proposer will provide information to explain their process of protecting the underlying networking infrastructure by installing preventative measures to deny unauthorized access, modification, deletion, and theft of resources and data.

To minimize Jefferson County liability risk, Proposer must provide a detailed list of any/all security breaches that any of their proposed systems (ITS, VVS, EMS, DPMS, etc...) has been subject to. Details must include incident data, description of type and amount of data compromised and settlements and/or litigation that resulted from the breach.

Additionally, Proposer must furnish a recent independent report from a certified vendor of network and program security that notes no vulnerabilities were found.

**E. Maintenance, Service and Support:**

The successful Proposer shall be responsible for maintenance support twenty-four (24) hours per day, seven (7) days per week.

Proposer must provide a detailed description of the company's service and maintenance programs.

All costs for maintenance, support, repair of all software and equipment, and internal background investigations for Proposer's employees, will be borne by the successful Proposer and will not be deducted from any commissions.

During the term of any contract awarded from this RFP, the successful proposer agrees to provide maintenance, diagnose problems, determine proper solutions, and provide the following:

1. Implement any required solutions, changes, modifications, updates, or other services that are necessary to allow the software, hardware and any other telephone equipment to perform in accordance with the specifications as set forth in the RFP;
2. Upgrade the software and/or hardware to its required performance standards as required in the RFP;
3. Respond to telephone requests for maintenance within two (2) hours after the initial notification;
4. Provide a system administrative technician on an as needed basis at no cost to Jefferson County.

**F. Training Requirements:**

The Proposer must provide end-user training for the Comprehensive Inmate Technology Services Package proposed. End-user training is to be provided on-site and at no cost to Jefferson County. Proposer must provide a high-level overview describing the end-user training program to be provided.

**G. Implementation Plan/Timeline:**

Proposers must provide a high-level project implementation plan/timeline overview. This overview must include a time frame required for installation, utility coordination, training, cut over and testing. The proposed Comprehensive Inmate Technology Services Package must be installed in a manner and under a time frame designed to minimize disruption of the normal functioning of the facilities.

**H. Cost Proposal/Financial Offer:**

Proposer must provide a detailed breakdown and descriptions of all rates, fees, surcharges and commissions for the Comprehensive Inmate Technology Services Package composed of an Inmate Telephone System (ITS), Inmate Video Visitation System (VVS), Inmate Electronic Messaging System (EMS) and Inmate Tablet Program; or if applicable, any other fees charged to the public aside from the normal taxes, including any potential additional fees or charges to the remote visitor for optional features that the facility might choose from the Proposer. Any fees charged not disclosed in this response will be grounds for contract termination. ITS call rates shall not exceed FCC or state mandated per-minute rate caps.

## **6. Project Requirements**

### **6.1 Objective**

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

### **6.2 Offeror Experience**

The successful Offeror must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Offeror must describe in detail the current and historical experience the Offeror and its subcontractors have that would be relevant to completing the project. The Offeror must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number.

The description of experience must be detailed and cover all relevant contracts that the Offeror and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Offeror to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience. The Offeror must indicate whether the organizations so listed are included for the purpose of verifying the Offeror's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Offeror under the contract, and whether the Offeror was the contractor or subcontractor.

The Offeror must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Offeror also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

### **6.3 Offeror Personnel and Organization**

The Offeror must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and

- e. Any additional helpful information to indicate the individual's ability to aid the Offeror in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis. Each Offeror is required to make a statement as to the availability of key personnel to Jefferson County when required.

The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Offeror's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Offeror must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Offeror must provide any equipment, software, or data communication lines required by the successful Offeror's personnel to complete the work specified in this document. Each Offeror also must identify any personnel related through blood or marriage to the County or to any current employee of the County.

Each Offeror must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Offeror must assign a contact person to the project.

## **7. Proposal Evaluation and Selection Process**

### **7.1 Introduction**

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

### **7.2 Cost Proposal**

The Offeror must include the Cost Proposal Form (page 45) in its submission of a cost proposal in response to this RFP. The Cost Proposal Form must be included in each copy of the proposal. Cost/Fee Proposals may be submitted in any form, but must fully meet the requirements of 5.H. (page 40).

### **7.3 Proposal Evaluation and Selection**

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the Evaluation Committee for this Request for Proposals. The Purchasing Agent may appoint a chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project. **Any contact by any bidder to any member of the Evaluation Committee prior to award of the contract will disqualify their bid.**

### **7.4 Evaluation Criteria:**

- a. Relevant Experience – 20%**
- b. Adherence to Specifications/Statement of Work – 45%**
- c. Cost Proposal/Financial Offer – 20%**
- d. References/Interviews/Presentations (optional) – 15%**

The Evaluation Committee may elect to require an oral presentation from each qualified Offeror of the information contained in their proposal. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Offeror, and will not represent any decision on the part of the evaluation committee as to the selection of a successful Offeror.

Upon completion of their review and any oral presentations, the Evaluation Committee will convene one or more times to discuss the proposals as a group. Each Evaluation Committee member will individually score each proposal independently. Jefferson County Purchasing Department will collect all scores and aggregate the scores of all Committee members. The Purchasing Department will then prepare a report identifying the proposal that scored the highest in the selection process according to the evaluation criteria described in this RFP and make a recommendation to the Commissioners' Court.

Upon the selection of an apparent successful Offeror, the Court shall appoint the Purchasing Agent to proceed with contract negotiations and attempt to finalize a written contract with the apparent successful Offeror. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated,

and negotiations with the next highest-ranking Offeror may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, the County may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations. A notice of award will be sent to all Offerors immediately following execution of a written contract.

Key staff of the County will be available to the successful Offeror on a reasonable basis, but may not be available on holidays or weekends.

#### **7.5. Evaluation Process:**

RFP Submittals that do not conform to the instructions or which do not address all the services as specified within this RFP specifications packet may be eliminated from consideration. However, Jefferson County reserves the right to accept such a submittal if it is determined to be in the best interest of the County.

While Jefferson County appreciates a brief, straight-forward, and concise reply; proposer must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the proposer. The proposal document may be incorporated into any contract which results from this RFP, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

**The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.**

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFP process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent may disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

**All correspondence relating to this RFP, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFP shall be coordinated by the Jefferson County Purchasing Department.**

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee and Commissioners' Court. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

## Cost Proposal Form

---

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this RFP.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Name of Offeror:	
Signature:	
Title:	

**Offeror Must Complete & Return This Page With Response Submission.**

## Non-Disclosure Agreement

---

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Offeror: Complete & Return this Form With Response Submission.**

## Vendor References Form

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

***THIS FORM MUST BE RETURNED WITH YOUR OFFER.***

### REFERENCE ONE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

**Offeror: Complete & Return this Form With Response Submission.**

## Signature Page

---

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Offeror be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?..... Yes  No

This offer shall remain in effect for ninety (90) days from proposal opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this proposal is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Proposal, Conditions of Request for Proposal, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other Offeror or to any other person(s) engaged in this type of business prior to the official opening of this proposal. And further, that neither the Offeror nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to submit a proposal or not to submit a proposal thereon.

Offeror (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

**Offeror: Complete & Return this Form With Response Submission.**

# Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></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>	<b>OFFICE USE ONLY</b>  Date Received	
<b>1</b> Name of vendor who has a business relationship with local governmental entity.		
<b>2</b> <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.)		
<b>3</b> Name of local government officer about whom the information in this section is being disclosed.		
_____ Name of Officer		
This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.		
A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
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 named in this section AND the taxable income is not received from the local governmental entity?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
C. Is the filer of this questionnaire employed by 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?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
D. Describe each employment or business and family relationship with the local government officer named in this section.		
<b>4</b>		
_____ Signature of vendor doing business with the governmental entity		_____ Date

Adopted 8/7/2015

**Offeror: Complete & Return this Form With Response Submission.**

## Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<b>OFFICE USE ONLY</b>
1	<b>Name of Local Government Officer</b>	Date Received _____
2	<b>Office Held</b>	
3	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>	
4	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>	
5	<b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b>	
Date Gift Accepted _____ Description of Gift _____		
Date Gift Accepted _____ Description of Gift _____		
Date Gift Accepted _____ Description of Gift _____		
(attach additional forms as necessary)		
6	<b>AFFIDAVIT</b>	
<p style="text-align: center;">I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p>		
_____ Signature of Local Government Officer		
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		

Adopted 8/7/2015

## Good Faith Effort (GFE)

---

### DETERMINATION CHECKLIST

*This information must be submitted with your proposal.*

**Instructions:** In order to determine if a “Good Faith Effort” was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant’s bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

#### Did the Prime Contractor/Consultant . . .

- |                          |                          |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?  |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. <b>Notify</b> in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?  |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. <b>Provide</b> HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant’s organization)? |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. <b>Negotiate</b> in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?  |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. <b>Document</b> reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?   |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. If Prime Contractor/Consultant has zero (0) HUB participation, <b>please explain the reasons why.</b>  |

**If “No” was selected, please explain and include any pertinent documentation with your bid.  
If necessary, please use a separate sheet to answer the above questions.**

---

Printed Name of Authorized Representative

---

Signature

---

Title

---

Date

**Offeror: Complete & Return this Form With Response Submission.**

# Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

*This information must be submitted with your bid.*

Bidder intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).  
 Yes  No

**Instructions for Prime Contractor/Consultant:** Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Sub-consultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: \_\_\_\_\_ HUB:  Yes  No

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_

Prime Contract Amount: \$ \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Contractor Representative

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of HUB

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

**NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.**

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Sub-consultant Change Form" must be completed and faxed to 409-835-8456.

**Offeror: Complete & Return this Form With Response Submission.**

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

*This information must be submitted with your bid.*

Bidder intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).  
 Yes  No

Prime Contractor: \_\_\_\_\_ HUB:  Yes  No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

Total Contract: \$ \_\_\_\_\_ Total HUB Subcontract(s): \$ \_\_\_\_\_

Construction HUB Goals: 12.8% MBE:: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.  
Use these goals as a guide to diversify.

## FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: \_\_\_\_\_ Initials: \_\_\_\_\_

## PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Texas Bldg & Procurement Comm.  Texas Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**Offeror: Complete & Return this Form With Response Submission.**



# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

## PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

*Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.*

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s): \_\_\_\_\_
- Other: \_\_\_\_\_

Was the Jefferson County HUB Office contacted for assistance in locating HUBs?  Yes  No

## PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**Offeror: Complete & Return this Form With Response Submission.**



## Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) “Nonresident bidder” refers to a person who is not a resident.
- (4) “Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that \_\_\_\_\_ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

I certify that \_\_\_\_\_ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

**Property:** List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

\* This is the property amount identification number assigned by the Jefferson County Appraisal District.

\*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

**Offeror: Complete & Return this Form With Response Submission.**

**House Bill 89 Verification**

---

I, \_\_\_\_\_, the undersigned representative of (company or business name) \_\_\_\_\_ (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared

\_\_\_\_\_, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Date

**Offeror: Complete & Return this Form With Response Submission.**

## Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
IFB/RFP/RFQ number

Certification check performed by:

\_\_\_\_\_  
Purchasing Representative

\_\_\_\_\_  
Date

**Offeror: Complete & Return this Form With Response Submission.**

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
2. 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

<p>_____</p> <p><b>Signature of Contractor's Authorized Official</b></p> <p>_____</p> <p><b>Name and Title of Contractor's Authorized Official</b> <i>(Please Print)</i></p> <p>_____</p> <p><b>Date</b></p>
--

**Offeror: Complete & Return this Form With Response Submission.**

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Red

## Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application ____ b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing ____ b. material change  <b>For material change only:</b> Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> ____ Prime      ____ Sub-awardee Tier _____, if Known:  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is Sub-awardee,</b> Enter Name and Address of Prime:   <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____  <b>Print Name:</b> _____  <b>Title:</b> _____  <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction</b> <b>Standard Form - LLL (Rev. 7-97)</b>	

## Bid Affidavit

---

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_,

on this day personally appeared \_\_\_\_\_, who  
(name)

after being by me duly sworn, did depose and say:

“I, \_\_\_\_\_ am a duly authorized officer of/agent  
(name)  
for \_\_\_\_\_ and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said \_\_\_\_\_.  
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon.”

Name and address of bidder: \_\_\_\_\_  
\_\_\_\_\_

Fax: \_\_\_\_\_ Telephone# \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

Signature: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above-named  
\_\_\_\_\_ on

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_

**Offeror: Complete & Return this Form With Response Submission.**