

**DENTON COUNTY, TEXAS
REQUEST FOR PROPOSAL**

Video Visitation

RFP #06-18-2474

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I. INSTRUCTIONS

- A. Offerers may submit proposals electronically by uploading documents required in Section II. Evaluation, at Denton County partner's website, Bonfire. If submitting electronically, do not submit paper documents. Refer to Exhibit A for Bonfire submittal instructions. If you choose to submit in hard copy, submit one original paper copy of your submittal to the office of the Director of Purchasing:

DENTON COUNTY PURCHASING DEPARTMENT
401 W. HICKORY, SUITE #324
DENTON, TEXAS 76201

In the event of inclement weather and County Offices are officially closed on a RFP opening day, RFPs will be received until 2:00 p.m. of the next business day, at which time said RFPs will be publicly opened.

This REQUEST FOR PROPOSAL is for your convenience in submitting an offer for the referenced services for Denton County.

Sealed proposals shall be received until:

Monday, September 24, 2018, 2:00 P.M.,
MARK ENVELOPE: RFP #06-18-2474, Video Visitation

Denton County is always very conscious and extremely appreciative of the time and effort you must expend to submit an offer. We would appreciate your indicating on any "NO OFFER" response any requirements of this RFP which may have influenced your decision to "NO OFFER".

- B. IT IS UNDERSTOOD THAT Denton County, reserves the right to accept or reject any and/or all proposals as it shall deem to be in the best interest of Denton County. Receipt of any proposal shall under no circumstances obligate Denton County to accept the lowest proposal. The award of the contract shall be made to the responsible proposer whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in the request for proposal. . Additionally, DCSO and Denton County reserves the right to negotiate optional items and or services with the successful Contractor.

- C. PROPOSALS SHALL include all required documents. Each paper submittal shall be placed in a sealed envelope, manually signed in ink by a person having authority to bind the firm in a contract and marked clearly on the outside. Electronic proposals shall be submitted via Bonfire following the instructions for electronic submittal included in Exhibit A.
- D. LATE PROPOSALS: Proposals received in County Purchasing Office after submission deadline shall be returned unopened and will be considered void and unacceptable. Denton County is not responsible for lateness of mail, carrier, etc., and time/date stamp clock in Purchasing Office shall be the official time of receipt.
- E. ALTERING PROPOSALS: Any interlineation, alteration, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.
- F. WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or cancelled by the proposer for a period of ninety (90) days following the date designated for the receipt of proposal, and proposer so agrees upon submittal of their proposal.
- G. PROPOSALS WILL BE received and publicly acknowledged at the location, date, and time stated above. Proposers, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing proposers and kept secret during the negotiation/evaluation process.
- H. SUBMITTAL OF CONFIDENTIAL MATERIAL: The Owner considers all Proposal information, documentation and supporting materials submitted in response to this Request for Proposal to be non-confidential and/or non-proprietary in nature, and therefore, shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Sec. 552.001, et seq.) after the award of the contract except for trade secrets and confidential information which the Offerer identifies as proprietary. Any material that is to be considered as CONFIDENTIAL/PROPRIETARY in nature must be clearly marked on each applicable page as such by the proposer. Marking your entire proposal CONFIDENTIAL/Proprietary is not in conformance with the Texas Public Information Act (*Texas Government Code*, Sec. 552.001, et seq.).

- I. DISCLOSURE OF CERTAIN RELATIONSHIPS: Chapter 176 of the Texas Local Government Code requires that any proposer or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the proposer or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Denton County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed as defined in 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. A copy of the law is available at:

<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. The forms for reporting are available at: <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

By submitting a response to this request, the proposer represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. If required, send completed forms to the Denton County Clerk's Office located at 1450 E. McKinney, Suite 1103, Denton, TX 76209-4524.

- J. DISCLOSURE OF INTERESTED PARTIES: In compliance with Section 2252.908 of the Texas Government Code, Denton County Commissioners Court may not enter into a contract with a business entity as a result of acceptance or award of this solicitation unless the business entity submits a disclosure of interested parties form as required by this statute. Notification will be given to the business entity recommended for award upon which the business entity will be required to submit the completed form prior to award.

A copy of this law is available at

<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm>. The on-line form is available at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The Definitions are included in Chapter 46, Ethics Commission Rules: <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

- K. PROHIBITION OF CONTRACT WITH CERTAIN COMPANIES:
Vendors/Contractors/Providers must be in compliance with the provisions of §2252.152 and §2252.153 of the Texas Government Code, which states in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with any company listed on the Comptroller of the State of Texas website identified under Section 806.051 or Section 2253.253, which do business with Iran, Sudan or any Foreign Terrorist Organization. By submitting a signed response to this solicitation, Contractor verified to Denton County that it is not on any such list.

- L. CHAPTER 2270 VERIFICATION: Denton County is legally prohibited from contracting for goods and services unless the contract contains written verification from the Contractor that it does not, and will not during the term of the contract boycott Israel as described in Texas Government Code §808.001(1). By submitting a response to this solicitation, the respondent is affirming compliance with Chapter 2270 of the Texas Government Code.
- M. INFORMATION/QUESTIONS: All questions shall be posted to Denton County's on-line bidding service, [eBid DentonCounty \(https://dentoncounty.ionwave.net/Login.aspx\)](https://dentoncounty.ionwave.net/Login.aspx), by the stated deadline. All questions and answers will be posted online at [eBid DentonCounty](#). Proposers are responsible for insuring all answers to questions are reviewed prior to proposal submittal. Answers provided to posted questions address minor irregularities and are for clarification purposes only and do not revise or modify the specification requirements. Answers to questions that result in revisions to the specifications will be addressed by Addendum. No oral statement of any person shall modify or otherwise change, or affect the specifications.
- N. ADDENDA: Addenda are written changes, additions, alterations, corrections or revisions to specifications which change the scope of work. Any addenda issued during the time allowed for the preparation of proposals shall be covered in the proposal and, in executing the contract; they shall become a part thereof. Failure of a Proposer to receive any addendum shall not release the Proposer from any obligations under his proposal, provided said addendum was posted and distributed by [eBid DentonCounty](#). Proposers are responsible for insuring all addendums are reviewed prior to proposal submittal. All addenda can be reviewed at [eBid DentonCounty](#).
- O. PRE-PROPOSAL CONFERENCE: A pre-proposal conference will be held on Wednesday, August 29, 2018 at 2:00pm at the Denton County Sheriff's Office, Lobby Training Room, located at 127 N. Woodrow, Denton, TX 76205. **It is strongly recommended that all Proposers intent on submitting proposals for the project attend the Pre-proposal Conference.**
- P. TERM: The initial term of the contract shall be for a three (3) year period beginning November 1, 2018 through October 31, 2021 , with an option to renew for two (2) additional one-year terms at the discretion of Denton County Commissioners Court.
- Q. PROPOSER RESPONSIBILITY: It is the responsibility of each proposer before submitting a proposal:
1. To examine thoroughly the contract documents and other related data identified in the proposal documents, to visit the site to become familiar with and satisfy proposer as to the general, local, and site conditions that may affect cost, progress, performance, etc.

2. To consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work.
3. To study and carefully correlate proposer's knowledge and observations with the contract documents and such other related data.
4. To promptly notify the County Director of Purchasing of all conflicts, errors, ambiguities, or discrepancies which proposer has discovered in or between the contract documents and such other related documents.

R. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS:** Proposer shall submit information on its organization, experience and staff assigned to the project; provide headquarters, nearest office and managing office for the projects stated herein; and show level of organizational responsibility of key projects of staff members by submitting resumes of such. A prospective proposer must affirmatively demonstrate its responsibility by providing evidence of the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics; and
5. be otherwise qualified and eligible to receive an award.

Denton County may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

- S. **SALES TAX:** Denton County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposal price shall not include taxes.
- T. **DEBT:** Denton County reserves the right to reject any proposal submitted by a Proposer who owes a debt to the County. Debt includes delinquent taxes, fines, fees and delinquencies arising from written agreements with the County.
- U. **PROPOSALS/PROPOSERS MUST COMPLY WITH:** Proposals/proposers must comply with all federal, state, county and local laws governing or covering this type of service.

V. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CONTRACTING:

1. The goal of Denton County is to ensure all HUBs, as described in the Texas Government Code, Title 10 Subtitle D, Chapter 2161, have maximum opportunities to participate in the County's procurement in awarding of contracts and subcontracts.
2. Denton County will make a good faith effort to increase contract awards for the purchase of goods or services from the HUBs. HUB proposers are encouraged to participate in the county's purchasing and procurement process. While the County is oriented to adhere to good faith efforts, nothing in this effort shall be construed to establish set-asides or mandatory quotas.
3. The County and all prime Contractors (if subcontracts are to be let) will take the affirmative steps listed below:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business.
 - d. Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority business, and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and the Texas Procurement and Support Services (TPASS) Centralized Master Bidders List HUB Directory.

II. EVALUATION CRITERIA AND SUBMITTALS

- A. **EVALUATION CRITERIA:** The award of the contract shall be made to the responsible proposer whose proposal is determined to be the lowest evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with the Texas Local Government Code, Chapter 262. The evaluation criteria will be grouped into percentage factors as follows:

20% Offerers's Qualifications/Experience

40% Offerer's proposed Methodology and Technical Approach and System Functionality

40% Offerer's total proposed costs and call rates charged to customers

Discussions may be conducted with responsible proposers who submit proposals determined to be reasonably susceptible of being selected for award. All proposers will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers as determined to be in the best interest of Denton County.

- B. **SUBMITTALS:** Submittals may be submitted electronically through Bonfire or submitted in paper form as per the instructions in Section I.A. of these specifications. If submitting electronically, documents shall be organized in the following sections and uploaded, as instructed in Bonfire, by Tab number below. Refer to Exhibit A for Bonfire submittal instructions and a link for uploading. If submitting in hard copy, submittals shall take the form of a bound 8 ½ inch by 11 inch proposal with a Table of Contents and all pages numbered. Each section shall be clearly identified and tabbed as listed below. For proper comparison and evaluation, Denton County requests that proposals follow the format outlined below.

Tab 1 - Offerer Background Information - This section should include a description of the proposer's experience with other services similar to the one described herein.

- a. Submit a general company history and overview of services provide.
- b. Submit a list of five (5) agency installations where similar products and services have been provided by your firm. Provide name of agency; contact information including telephone and email; number of inmates served; description and quantity of services and products installed; and term of awarded contract
- c. Identify any issues that your firm has experienced where inmates had difficulty accessing the internet with current or previous contracts. Describe each issue and how it was resolved.

- d. Address any performance related litigation that your firm may be, or has been, involved in over the last five (5) years. (Answer required even if none exists)
- e. Identify if your firm has had any contracts terminated due to non-performance over the last five (5) years. (Answer required even if none exists)
- f. Identify any adverse actions sanctioned by any regulatory authorities over the last five (5) years. (Answer required even if none exists)
- g. Submit Current Assets and Current Liabilities from your firms most recent Audited Financial Statement Balance Sheet. Also, include net income for the last two (2) most recent Audited Financial Statements identifying each fiscal year represented. Do not submit the full Financial Statement with proposal. Upon request, your firm will be required to submit the full Audited Financial Statement.
- h. Vendor Acknowledgement Form as required herein.

Tab 2 - Methodology to meet Denton County needs - Proposal must include a description of the proposed plan for accomplishing the work and services to be provided to the County. Proposal must indicate a clear understanding of the scope of work, including a detailed plan outlining major tasks and responsibilities. (Section III.) At a minimum, provide the following:

- a. Scope of Work – A statement that all products and services quoted in proposal are in full accord with the specifications or a brief listing of all those specifications sections to which the offerer takes exception. All comments shall be listed and numbered in order of the respective article of the specifications. This statement is required even if no exceptions are noted.
- b. Describe Web Based internet access and provide a website address/access for evaluation and review.
- c. Include theory of operation of proposed system.
- d. List system features and capacities
- e. Provide a list of optional features available to enhance the basic system.
- f. Provide a plan for 24 hour technical support, with personal contact and response time of 2 hours for software service and 4 hours for repair service.
- g. Provide Warranty Maintenance Program documents.
- h. Submit sample contract with proposed rates.
- i. Provide detailed Transition Plan that includes the time and activities required for utility installation, coordination cutover and testing.

- j. Descriptive literature – Illustrative or descriptive literature, brochures, specifications, drawings, diagrams, etc., that provide additional Offerer/product information with regard to issues addressed in other areas of the Offerer’s. At a minimum, the offerer shall provide maps and phone prefixes for each different coverage area.

Tab 3 - Proposal Pricing/Delivery - Pricing shall be itemized for all items requested in this proposal. Brief notes referencing specific line items may be included, if necessary, for explanation.

- a. Identify all costs to Denton County for initial term.
- b. Itemize costs for all proposed optional services.
- c. Itemize all costs to clients for remote video visitation services. (Submit copy of all rates, fees and surcharges proposed. Any and all fees to be charged must be disclosed.)

III. SCOPE OF WORK

- A. **PURPOSE:** The intent of this Request for Proposal (RFP) is to seek product and service information from qualified and experienced Contractors to provide on-site and remote Hosted, IP-Based Video Visitation Services for a correctional environment to the Denton County Sheriff’s Office (DCSO) adult inmate population. The adult inmate population is one jail with two units.

The proposal must include the hardware, software and implementation of services necessary to furnish the proposed solution to the DCSO. The following items outline the minimum general requirements. Offerers are required to respond to each item, fully detailing and explaining how the proposed system will accomplish each requirement.

The current inmate video visitation system was installed 2014. In 2017, the Sheriff’s Office closed down the original off-site Public visitation and moved it to a Barracks Jail on-site. At that time, the Sheriff’s Office went from twenty-four (24) public units to fifteen (15) units. The network starts in the Court House on McKinney Street with D Mark Head End switch to interface with Telco. From there fiber goes out to all jail buildings. Fiber goes to a phone room at the phone closet at the Front Desk, Fiber goes to the Main Jail B-side area of the Unit 1 Jail, Fiber goes to the phone room in the Pod Jail area of the Unit 1 Jail. Fiber goes to two phone rooms on two different floors in the Tower Jail of Unit2. Fiber goes to two phone closets at the Pre Trial Jail of Unit 2. Fiber goes to the newer Barracks area of the Unit 1 Jail.

The successful offerer shall demonstrate a well-planned go-live implementation, ensure minimal service disruptions, and provide Detention Facility video visitation System Administrators with training and support before and after implantation.

The County desires to obtain and provide to the inmates the services contained herein at the lowest per visit (call) and per minute cost to the inmate.

- B. COST: Offerer shall propose a system and service to meet the needs of the Sheriff's Office as outlined below.
1. Ensuring the inmate Video Visitation is provided to all the Sheriff's Office facilities at no cost to the County or to the Sheriff's Office, and must include hardware (video visitation monitors), software as needed, system installation, training, operation, maintenance and warranty of the system and its components.
 2. Ensuring the inmate Video Visitation is capable of integrating with the Sheriff's Office current or future Jail Management system at no cost to the Sheriff's Office or to the County. Contractor shall provide detailed information on the specifications required to complete each interface.
 3. Providing remote access by the Sheriff's Office at no additional cost to the County or to the Sheriff's Office. The provision of remote access shall allow the Sheriff's Office the same features and functionalities permitted by the user's level of access available on the control workstation.
 4. Performing all equipment and system adjustments, tests, and measurements, as necessary, to ensure system functionality. Testing is the sole responsibility and cost of Contractor. Contractor shall be required to conduct all final tests and demonstrations in the presence of the Sheriff's Office designated personnel. Contractor is required to provide system testing which simulates normal operating conditions of the installed Video Visitation System to ensure proper performance after hardware and software configuration is complete. This simulation must include full traffic load representing high- traffic situations for visitation traffic.
 5. Contractor shall be responsible for all internal and external connections associated costs. There will be no cost to the Sheriff's Office for connectivity.
 6. Install additional video visitation stations and related equipment as well as monitoring and recording equipment, as needed, within 30 days of request, at no cost to the Sheriff's Office or to the County. This includes expansion of the existing facilities and any newly constructed facility.

7. Be responsible for the replacement of the inmate Video Visitation System in its entirety or its individual components, as necessary to maintain operability, regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. System or component replacement will be performed at no cost to the County or the Sheriff's Office and will occur immediately upon notification to the Contractor of the system problem by the Sheriff or Sheriff's designee.
8. Training: Contractor shall provide full inmate Video Visitation System training to the Sheriff's Office staff at no cost to the County or the Sheriff's Office.
9. Contractor shall provide two on site 20 minute visitations per inmate per week at no charge.
10. Contractor will be responsible for all project management costs.
11. The Offerer must describe all fees or surcharges that will be included in the cost of a remote visit, or, if applicable, any other fees charged to the remote visitor aside from normal taxes, including any potential additional fees or charges to the remote visitor for optional features that the facility might choose from the Contactor.
 - a. The current cost to the Public for a thirty (30) minute Remote Visit is \$5.99
 - b. Denton County prefers that the rates remain the same or lower than current rates.

C. GENERAL:

1. The Contractor shall provide a system that provides high quality stereo audio and broadcast-quality that meets or exceed appropriate industry standards in the United States. The Contractor must ensure a high audio/video quality free of noise and distortion.
 - a. Any video visit that is not free of noise, distortion, and video quality shall be reimbursed to the purchaser of the video time.
 - b. The Contractor shall accept Denton County's decision regarding determination of quality.
2. Administrative access shall be provided to the Video Visitation System through an internet based web access. This access shall be able to provide, at a minimum, the following:

- a. Provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria:
 - Inmate ID Number;
 - Inmate Name;
 - Visitor Name;
 - Date and Time of Visit;
 - Inmate Video Visitation Station;
 - Daily, weekly, and monthly statistics;
 - Housing Unit Location; and
 - Disciplinary violations preventing visits from occurring

- b. Capturing, storing, and querying information regarding the visitor/general public to include, at a minimum, with the exception of attorney/privileged visits:
 - Identification number;
 - First, middle, and last name;
 - Date of Birth;
 - Gender;
 - Ethnicity;
 - Driver's license number; or a Texas Identification number; or a Passport number;
 - Inmate visited;
 - Relationship to the inmate;
 - Date of last visit;
 - Home address(physical address);
 - Email address; and
 - Telephone number

- c. The ability to shut down the system quickly including any selected video visitation unit, location or live visit.

- d. The ability to take an individual video visitation station out of service without affecting other video visitation stations.

- e. Limiting the length of a visit, providing service at certain times of the day/week/month and allowing a maximum number of visits, per inmate, per week or month.
 - Inmates are currently allowed two (2), twenty(20) minute Public On-site visits per week
 - Inmates are currently allowed unlimited (based on availability) thirty (30) minute Remote Paid visits per week.
 - The DCSO reserves the right to modify this frequency at any time.
 - f. Limiting the inmate and visitor to a single session. The Video Visitation System shall always require the inmate and visitor to disconnect the session in progress before another session is initiated.
 - g. Shall have the ability to block and unblock users of video visitation as required by the Sheriff's Office.
 - h. Shall have the ability to manage individual video visitation units in the facility.
 - i. Shall have the ability to have recordings and monitoring of all video visitations.
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3. Inmates shall be allowed to have two free On-site Video Visitations per week as required by Texas Commission on Jail Standards. As an option, the Offerer should offer one free Remote visit per month per inmate. Paid Remote visits should be unlimited based on availability.
 4. Contractor must provide facility personnel the ability to submit trouble tickets, preferably on-line via a web interface.
 5. The system shall include a monitoring component that is capable of being accessed from a dedicated monitoring terminal(s) and/or through a provided secured Internet connection from desktop, laptop or remote means by authorized County personnel. DCSO personnel should be able to monitor more than one visit at a time.
 6. The system shall have query and search capabilities allowing Sheriff Office Investigators to quickly access video visitation conversations by a specific inmate, specific public visitors, occurring during specific time periods, and/or were made from specific unit locations, etc.

7. The system shall be capable of recording all inmate video visits simultaneously and at any time (in “real time”) that a video visit is conducted.
8. The system shall provide a visual and sound warning message to inform the visitor that the visit will be ending in five (5) minutes. A countdown timer on the screen is desirable.
9. The system shall provide a way to display scheduled visits to staff so they know where or when an inmate needs to be available for a pending visit.
 - a. This schedule should be able to be automatically emailed to staff as needed.
 - b. This schedule shall be displayed on the inmate’s video units/terminals. Only the visits on that unit/terminal shall be displayed.
10. The system shall include an alert system that will detect visits made by a particular inmate or visitor.
11. The system shall be able to allow for inmate and visitor to accept a “Rules of Conduct” notice prior to the visit.
12. The system shall be compatible and capable of integrating with Denton County’s Jail Management software, Tyler Technologies, Odyssey.
13. The Contractor shall provide a toll-free help line and web site access, ticket system or equivalent for the Public to submit issues.
14. Software upgrades initiated by the Contractor are to be implemented throughout the contract term, with new and enhanced features being offered to the DCSO at no additional charge.
 - a. The DCSO shall be notified of any upgrades prior to installation.
 - b. The notice will provide information on how this will affect the current status at the time of upgrade.
15. Contractor shall provide a listing of all optional features and enhancements to the basic inmate video visitation system. Basic inmate video visitation system includes all listed in the Scope of Work (Excluding optional services) herein. List costs of each optional feature available with the proposed system. **NOTE:** This additional information will not be included in the initial price evaluations.

16. Contractor shall provide monthly video visitation detail reports, which shall include a detailed breakdown of the activity for all video visitation visits, including but not limited to, video visitation visits by unit/terminal, total duration of video visitation visits by unit/terminal, and total revenue and commission generated for video visitation visits by unit/terminal for each facility. Reports should also include station downtime outlined by units/terminal.
 - a. The Contractor shall provide the capability to export the reports in a mutually agreed upon format agreed to by DCSO and the Offerer.
 - b. The reports shall be available to the DCSO from all workstations and/or remote access computers depending upon the user's access level.
17. The Contractor shall provide administrator access to software with the capabilities of adding users at different security levels.
18. The DCSO will demonstrate reasonable care but will not be liable in the event of loss, destruction, or theft of Contractor's owned equipment, software, or technical literature to be delivered or to be used in the installation of deliverables. The Contractor is required to retain total liability for the system. At no time will Denton County be responsible or accept liability for any Contractor owned items.
19. The DCSO has two attorney visitation units/terminals on-site for visiting inmates housed in the Tower Jail. These units are provided as a free service for attorneys to come on site and visit with inmates that are housed in the Tower Jail. There are separate units/terminals within the Tower Jail for inmate to attorney visits as well. Contractor shall provide in their response how they will accomplish this type of visit and how it will be kept separate from all other video visitations in order to keep track of those visits and to ensure that the attorney's visits are not recorded.
 - a. There is no area for the attorney to visit in the Tower Jail face to face so inmates have to be moved from that area to the Pre Trial jail visitation area.
 - b. This is to save time and personnel from transporting inmates.
20. The Contractor shall provide a means to automatically refund a remote visitor for a charged visit that has been cancelled as a result of the following:
 - a. Inmate Release
 - b. Inmate Transfer
 - c. County Imposed Restriction

- d. Station unavailability
 - e. County Event (Example: weather closure, module or building lockdown, etc.)
21. The Contractor shall allow the authorized County administrator to override or refund visitation charges on a case-by-case basis.
 22. The Contractor shall refund all remote visitation charges if the visitation is dropped due to Contractor network issues.
 23. Contractor shall provide attorney visitation for remote attorney visits at a minimum cost. Contractor shall outline in their proposal a plan on how this will be accomplished and will specify how these type of visits will not be recorded.
 24. The Contractor acknowledges and agrees that many times, the recorded video visit conversations of inmates are used as evidence in criminal or facility violation investigations and as such, the Contractor may receive written/verbal requests to provide testimony regarding monitoring equipment, system specifications, and the accuracy and reliability of the system's recorded visitation data. The Contractor shall ensure that qualified personnel are available to provide such expert testimony and those personnel respond timely and/or appear as stipulated in the request and/or legal subpoena. The Contractor shall immediately notify the designated County official upon receipt of County-related subpoenas.
 25. The County desires that inmate video visitation recordings be maintained on-line for a minimum of one (1) year, and readily available for identification, selection and playback. This time shall be able to be extended on a case-by-case basis.
 - a. Multiple users/operators shall be able to retrieve video visitation recordings simultaneously.
 - b. The system shall provide for an unlimited number of users/operators to search and download recorded visits across the network,
 - c. The Contractor shall explain in the proposal in detail how the system will accomplish such features.
 26. The Contractor shall submit with their proposal a transition plan that indicates the time and activities required for installation, utility coordination, cutover and testing.
 27. Denton County reserves the right to reassign functionality of existing and any future inmate related communications including but not limited to programs such as messaging, email, video, etc. to another contractor.

28. Denton County shall have the right of approval or disapproval of any of Contractor's employee hired or contracted by the Contractor prior to award of the contract and during the original term of the contract and during any subsequent extension of the contract who will come in the secured perimeter. Contractor agrees that any such person hired or contracted shall be subject to a Denton County Sheriff's Office background investigation, which investigations will be performed without delay so as not to hinder the ability to perform under the awarded contract. Within ten (10) days following award of bid, the Contractor agrees to provide a letter to state the employees may be searched, if necessary, in case of accusation of theft or contraband. Denton County reserves the right to search any bags or personal items brought into the jail by representatives of the Contractor at any time. The County may request a complete list of Contractor's employees at any time during this contract which will include name, date of birth, social security number, sex, nationality and driver's license. Contractor's employees shall be in company uniform, or be clearly identified as being employed by the company, and present themselves in a professional manner at all times.

29. Maintenance:

- a. Contractor shall develop procedures and schedules and conduct monthly Preventive Maintenance on all equipment. Contractor shall provide the schedule and procedures to the County's designated Contract Manager.
- b. Contractor shall prepare a monthly maintenance report that includes:
 - The nature and scope of the Preventive maintenance performed
 - Identifying any unusual problems or indications of security risks.

30. Video Visitation network failure: Contractor shall be responsible for determining whether any network failure is the fault of the Contractor's equipment or other party.

- a. When the Contractor determines the responsible party for failure, the Contractor shall contact the responsible party for the failure and jointly resolve the failure at no cost to the County.
- b. If the failure is determined to be the fault of the Contractor's equipment, hardware, software, or wiring, the Contractor shall correct the problem at no cost to the County.

31. Notification: The Contractor shall notify the DCSO at least twenty-four (24) hours prior to any planned work that may result in failure of equipment.

32. Technical Support: Twenty-four (24) hour technical support service shall be required with personal contact and response time of two (2) hours for software service and with four (4) hours for repair service.
33. The Video Visitation System shall allow for authorized personnel or staff to interrupt the video visitation and communicate directly with the inmate. The authorized personnel or staff's audio shall be displayed on the inmate and visitor monitors and shall be included in the recording of the video visitation visit.
34. The Video Visitation System shall provide remote access by the DCSO at no additional cost to Denton County or the DCSO. The provision of remote access shall allow the DCSO the same features and functionalities, permitted by the user's level of access, available on the control workstation.
35. At least once every six (6) months, the Contractor shall provide a training session for the DCSO personnel that addresses how to use the system, advances and upgrades technology, and any other matters that have created issues in the effective use of the system. The Contractor shall provide user manuals and/or PDF electronic manuals as needed and each time they are updated. The training session shall be at no cost to the Sheriff's Office or County.

D. CURRENT DATA- DCSO ADULT JAIL FACILITY:

1. The locations and number of individual units initially required are listed below but may need to be adjusted during the course of the contract to accommodate significant changes in inmate population. Respondent shall agree to adjust the number of individual units or to relocate existing units as needed at no cost to the County. Additionally, individual unit requirements may vary based on the individual units' ability to perform multiple functions.
 - a. Attorney Visitation Units for Tower Jail (Attorney Visits ONLY) – 8
 - b. Unit 1 Visitation Units (Main Jail/Pod Jail) – 34

- This includes four (4) hardwired/2 mobile units not being used at this time for the Barracks Jail.
 - There will need to be an additional one (1) mobile unit added here for Unit 1 Medical.
 - There will need to be an additional three (3) units added here in the Main Jail for B-3, B-4 and B-8.
- c. Unit 2 Visitation Units (Pre Trial Jail/Tower Jail) – 37
- This includes one (1) mobile unit for Unit 2 Medical
- d. Public Video Visitation Units – 15
2. The current systems' inmate information is automated through the Denton County's JMS system, Tyler Technologies.
- a. It shall be the responsibility of the successful Contractor to work with Tyler Technologies to write an enhancement for the Contractor to receive exported files with needed inmate information from Tyler Technologies Jail Management System.
- b. The Contractor shall pay all costs associated with this enhancement.
- c. The current visitation schedule, which is subject to change, is as follows:
- Public Free Visits- Tuesday, Wednesday, Friday, Saturday and Sunday from 8:15 A.M. to 7:40 P.M.
 - Remote Home Paid Visits- 7 days a week from 7:30 A.M to 9:30 P.M.
- d. The current average daily population for inmates is 1,190.
- e. The current provider for Inmate Video Visitation services is Securus Technologies.
- Remote visitation time is sold through their website in thirty (30) minute increments at the cost of \$5.99 per thirty (30) minutes

- 20 % commission rate after a threshold of 2,172 remote paid visits is met per month, or \$6,000/month.
 - The Current Contract expires October 30, 2018.
- f. Data for a typical month currently, May 2018, for both On-Site “Public” Visits and Remote “Home” visits is as follows (this data is from both Unit 1 and Unit 2 Jails):
- On-Site Free “Public” Visits- 1,963 scheduled and 1,266 finished visits.
 - Remote “Home” paid visits- 2,113 scheduled and 1,538 finished visits.
- g. The current video contract began video visits on December 23, 2014. The following is the total number visits since inception through May 31, 2018.
- On Site Free “Public” visits- 79,062 scheduled and 54,674 finished visits.
 - Remote “Home” paid visits- 57,606 scheduled and 42,834 finished visits.

- E. SYSTEM FUNCTIONALITY – SOFTWARE: The following items outline the minimum specifications required. Offerers are required to respond to each of them, fully detailing and explain how the system proposed will accomplish each specification.

All software shall be compatible with a minimum of a Windows 10 operating system and must operate with Internet Explorer Version 11 or the latest version of Google Chrome at a minimum.

1. Audio software

- a. The software shall have echo cancellation.
- b. The software shall have automatic noise reduction.
- c. The software shall have automatic gain control and image enhancement.

2. Recording software shall:
 - a. Have the capability of automatically recording audio and video simultaneously. Recordings can be manually started after the visit has already begun with the exception of attorney/privileged visits;
 - b. Have recording hardware and software that allows a specific visitation session to be searched and retrieved by inmate or visitor, with the exception of attorney/privileged visits and other types of privileged or confidential visits.
3. Have a recording system that is capable of concurrently recording the maximum number of video visitation sessions. Server software shall:
 - a. Allow authorized users to search for and select any specific visitation session which will be indexed by inmate, visitor, and time.
 - b. Shall not record any attorney/privileged visit.
 - c. Allow authorized users to stream video visitation sessions of their choice to their desktop for viewing, burn a DVD, and/or create a standards-based AVI or Mp4 file of the recorded visitation session with the exception of attorney/privileged visits and other types of privileged or confidential visits consistent with DCSO policies;
 - d. Maintain an audit trail to track the identity of personnel that has viewed and/or burned/exported a copy of a visit. Audit trails data shall minimally include a user ID, date/time stamp, video session ID. Attorney/privileged visits and other types of privileged or confidential visits consistent with DCSO policies are not to be recorded and thus not viewable or able to be copied;
 - e. Have a multi-lingual interface(English and Spanish at a minimum)
 - f. Provide video visitation units with high-quality video using low bandwidth.
 - g. Be designed for the following:
 - To meet a range of video frame rate from 30 -60 frames per second.
 - Shall provide the Video Visitation System with constant or variable video resolution and frame-rate.

- Contractor is required to present their systems video frame rate capabilities.
 - h. The recording software should allow an authorized user to be notified via email when a selected inmate has scheduled and/or completed a video visitation.
4. Deliverables: Upon successful implementation, the Contractor shall provide in electronic format:
- a. as-built drawings of the video visitation system
 - b. User's manual.
5. Maintenance/Warranty/Service Response Requirements
On-Going Service Expectations:
- a. Contractor shall provide all necessary maintenance services for hardware and software.
 - b. Contractor shall provide Denton County a 24x7 escalation call list and shall keep the escalation call list updated as time passes.
 - c. The Contractor shall provide a live Help Desk support function which shall be located within the continental United States. The Help Desk shall be provided to Denton County at no cost to the County during the term of the contract. The Help Desk function shall be capable of providing support via telephone to designated Denton County personnel 24-hours a day, 7-days a week.
 - d. Denton County shall be notified of any discontinuation or upgrade replacements of any components of the system as soon as it is made known to the Vendor.
- F. TECHNICAL SPECIFICATIONS - HARDWARE: The following items outline the minimum specifications required. Contractor's are required to respond to each of them, fully detailing and explain how the system proposed will accomplish each specification.
1. Server Hardware and Visitation equipment shall:
- a. Have server/storage hardware capable of being rack mounted.

- b. Have enclosures that are detention grade metal with the ability to access the camera and other equipment. They must be 16- gauge or thicker steel with no sharp corners. Doors and panels must be locked and secured. There must be no exposed cables or other hardware that can be used as weapon, such as exposed hinges.
 - c. Have openings sealed with material for a secure unit. The materials shall be scratch-resistant Lexan or equivalent. The material shall be 1/8" thickness or greater and break resistant.
 - d. Have access areas equipped with gaskets with closed-cell foam to prevent liquid spills from entering the enclosures.
 - e. Have a front face designed around the viewable area of the LCD monitor to eliminate the viewing of equipment contained in the enclosure.
 - f. Be desk mounted, wall-mounted, or mounted on a mobile cart with a minimum of four (4) lag bolt locations.
 - g. Allow for replacement in the field without the need to remove the unit and return it to the manufacture/vendor for repair.
 - h. Not have openings in the enclosure that would allow access to wiring and ventilation holes by an inmate or visitor.
 - i. Have volume control.
 - j. Have heatsinks and heat-vents located in the back of the Video Visitation System in order to allow for proper cooling.
 - k. Not have a physical on- and off-switch; instead the Video Visitation System must be powered by a magnet.
2. Video Visitation Units that are installed shall be or include the following:
- a. Suitable for inmate environment: The Contractor is to provide Video Visitation Units that are suitable for an inmate environment, meaning that units are equipped with durable housings and reinforced cords of a length for the headsets determined by County, which may vary, based on installation location. Each unit is to be tamper-resistant. Equipment must not contain any external removable parts. Equipment must have no sharp corners. There must be no exposed cables or other hardware that can be used as a weapon. All equipment should be detention grade.
 - b. Volume Control: All inmate video visitation units will have adjustable volume control.

- c. Have full-duplex audio
- d. Inmate Units will have one handset and visitor units will have two handsets.
- e. Handicap accessible units shall be made available for some of the public units.
- f. Should shall Power over Ethernet (POE) capability as needed.
- g. Should shall support for a Wi-Fi connection or suitable alternative on all mobile video units/terminals.
- h. Have built-in LED lighting and sound that automatically activates during the video visitation sessions and automatically ends when the video visitation session completes.
- i. Have high-definition cameras integrated into the video units.
- j. Have cameras that support resolution of 1280x720, 30fps;
- k. Have camera lenses that are vari-focal for field of view with auto iris for low-light conditions. The DCSO prefers that cameras be re-focused no less frequently than monthly;

G. MAJOR EMERGENCY FAILURES:

1. A major emergency failure is defined as:
 - a. A failure of the systems processor, its common equipment or power supplies which render the system incapable of performing its normal functions;
 - b. A failure of the recording function or any of its components that affects the full recording operation;
 - c. A failure of 50% or more of the visitation stations at any one area within an Denton County facility;
 - d. A failure of the system kills switches or similar disabling function proposed by the Offerer.
 - e. There are two or more system re-boots of the application server or database server in any twenty-four hour period.
 - f. Disruption in service to a single user of material nature. Material nature shall mean Denton County's operations are critically affected.
 - g. Contractor shall respond to the service problem within 30-minutes of initial trouble reported by Denton County personnel through the use of remote testing or access. Should the system not be accessible for remote testing, the Contractor shall have a qualified background-checked technician on-site at the Denton County facility within two (2) hours from the time of initial trouble report.
 - h. Response to major emergencies shall be available 24-hours a day, 7-days a week, throughout the term of the contract.

H. MINOR FAILURES

1. Minor Failure shall be defined as follows:
 - a. Any request for service when a major failure does not exist shall be deemed to be a minor failure.
 - b. When a minor failure occurs, Contractor agrees to send qualified background-checked technicians, as required, to arrive at the affected County facility within twenty-four (24) clock hours of request, 8:00 A.M. to 5:00 P.M. Central Time, Monday through Friday, excluding weekends and County holidays.
 - c. If Contractor successfully corrects a minor failure within the required response period remotely, and no Contractor on-site presence is required to restore the system to proper performance levels, the 24-hour on-site response requirement shall be waived.

I. ONSITE REPAIRS

1. In the event of a hardware failure, response shall mean Contractor's qualified background-checked technician is physically at Denton County's location.
2. In the event the Contractor chooses to perform field repair on defective equipment and such repaired equipment continues to experience repeated failures adversely affecting the system, the Contractor shall, upon Denton County's agreement, replace such defective equipment rather than continuing to perform field repairs.
3. Should the condition require that Contractor re-boot the system or perform any action that could lead to a system re-boot or any other adverse condition, Contractor shall first notify Denton County's designated IT Support Group and obtain Denton County's permission before proceeding. This requirement pertains to both remote and on-site conditions.

J. MAINTENANCE AGREEMENT

1. Contractor shall provide a maintenance agreement that includes, but is not limited to the following:
 - a. Defective parts
 - b. Software upgrades and patches, including how the Contractor will supply and assist with applying software upgrades and patches.

- c. Technical telephone support, 8am-9pm, 7 days a week.
- d. Location of Offerer's closest service center
- e. Name and contact information for Offerer's Certified Support Personnel
- f. Escalation procedure for service related issues

K. REPLACEMENT OF HARDWARE

1. The Contractor shall provide the necessary labor, parts, materials, and transportation to maintain all proposed on-site video visitation stations in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the awarded contract.
2. The Contractor shall be responsible for the replacement of the video visitation system in its entirety or its individual components, as necessary to maintain operability, regardless of cause including, but not limited to: normal wear/use, inmate abuse, natural disaster, or inmate unrest.
3. Server Hardware and Visitation equipment shall:
 - a. Have server/storage hardware capable of being rack mounted.
 - b. Have enclosures that are detention grade metal with the ability to access the camera and other equipment. They must be 16- gauge or thicker steel with no sharp corners. Doors and panels must be locked and secured. There must be no exposed cables or other hardware that can be used as a weapon, such as exposed hinges.
 - c. Have openings sealed with material for a secure unit. The materials shall be scratch-resistant Lexan or equivalent. The material shall be 1/8" thickness or greater and break resistant.
 - d. Have access areas equipped with gaskets with closed-cell foam to prevent liquid spills from entering the enclosures.
 - e. Have a front face designed around the viewable area of the LCD monitor to eliminate the viewing of equipment contained in the enclosure.
 - f. Be desk-mounted, wall-mounted, or mounted on a mobile cart with a minimum of four (4) lag bolt locations.
 - g. Allow for replacement in the field without the need to remove the unit and return it to the manufacture/vendor for repair.

- h. Not have openings in the enclosure that would allow access to wiring and ventilation holes by an inmate or visitor.
 - i. Have volume control.
 - j. Have heat-synchs and heat-vents located in the back of the Video Visitation System in order to allow for proper cooling.
 - k. Not have a physical on- and off-switch; instead the Video Visitation System must be powered by a magnet.
- 4. Existing cabling is available for all planned installations. Any wiring or cabling needed within the walls, floors, or ceilings, or the facility structures shall be installed/replaced by Denton County. Wiring and cabling shall remain Denton County property.
- 5. Audio and Video Retention Requirements: Denton County must store digital audio and video files from each of the projected public visitation stations for a minimum of 90 days, calculated from the date of the recording.
- 6. Electrical Requirements:
 - a. Contractor shall provide Denton County with the power requirements of all equipment to be installed at the facilities.
 - b. Contractor shall provide any additions to the existing interior electrical power system required by this project for a complete and usable system. All parts, accessories or devices used and their installation shall be performed by Denton County Maintenance Staff at no cost to the vendor.
 - c. Contractor shall provide a UPS for each server sufficient to power the server for thirty (30) minutes.
 - d. Contractor shall provide surge protectors for each video visitation station.

IV. GENERAL CONTRACT TERMS AND CONDITIONS

- A. **CONTRACT:** This request for proposal, submitted documents, and any negotiations, when properly accepted by Denton County, shall constitute a contract equally binding between the successful proposer and Denton County. No different or additional terms will become a part of this contract with the exception of a Change Order.
- B. **CONFLICT OF INTEREST:** No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.
- C. **CONFIDENTIALITY:** All information disclosed by Denton County to successful proposer for the purpose of the work to be done or information that comes to the attention of the successful proposer during the course of performing such work is to be kept strictly confidential.
- D. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Denton County Director of Purchasing.
- E. **ASSIGNMENT:** The successful proposer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Denton County Commissioners.
- F. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Denton County, Texas.
- G. **INDEMNITY:** Successful proposer shall defend, indemnify and save harmless Denton County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subOfferer or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer shall pay any judgment with cost which may be obtained against Denton County growing out of such injury or damages.
- H. **DESIGN, STANDARDS AND PRACTICES:** Design, strength, quality of materials and workmanship must conform to the highest standards of engineering practices and/or professional services.
- I. **PATENTS/COPYRIGHTS:** The successful proposer agrees to protect Denton County from claims involving infringements of patents and/or copyrights.
- J. **TERMINATION OF CONTRACT:** This contract shall remain in effect until contract expires, completion and acceptance of services or default. Denton County reserves the right to terminate the contract immediately in the event the successful proposer fails to:
 - 1. meet delivery or completion schedules, or

2. otherwise perform in accordance with the accepted proposal.

Breach of contract or default authorizes the County to award to another proposer, purchase elsewhere and charge the full increase cost to the defaulting proposer.

Either party may terminate this contract with a thirty (30) days' written notice prior to the either party stating cancellation. The successful proposer must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address on the affidavit for the contractor or to the County Judge, 110 West Hickory, Denton, Texas.

- K. PERFORMANCE OF CONTRACT: Denton County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting contract award.
- L. PURCHASE ORDER: A purchase order(s) shall be generated by Denton County to the successful proposer.
- M. INVOICES: Invoices shall be mailed directly to:

Denton County Auditor's Office
P.O. Box 2055
Denton, Texas 76202

The invoices shall show:

- 1. Name and address of successful proposer;
- 2. Detailed breakdown of all charges for the services or products delivered stating any applicable period of time; and
- 3. Denton County Purchase Order Number.

Invoices shall be based upon actual services rendered and actual hours of performance and/or products delivered.

- N. PAYMENT: Payment will be made upon receipt and acceptance by the County of completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. Successful proposer is required to pay subcontractors within ten (10) days.
- O. OWNERSHIP: All plans, prints, designs, concepts, etc., shall become the property of Denton County.
- P. INSURANCE: Before commencing work, the successful proposer shall be required, at his own expense, to furnish the Denton County Director of Purchasing within ten (10) days of notification of award with evidence showing the following insurance coverage to be in force throughout the term of the contract:

1. Worker's Compensation in accordance with State Territorial Worker's Compensation Laws; and Employer's Liability Insurance:
2. Public Liability and property damage insurance coverage including, but not limited to, the liability assumed in the indemnification provisions (as specified in this RFP) fully insuring contractor's and/or subcontractor's liability for injury to, or death of, County employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a minimum combined coverage for each occurrence of \$500,000.00; and
3. Comprehensive automobile and truck liability insurance to include coverage of owned, hired, and non-owned vehicles with minimum limits of \$300,000.00 each occurrence for bodily injury and \$100,000.00 each occurrence for property damage. Such insurance is to include coverage for loading and unloading hazards.

Each insurance policy to be furnished by successful proposer shall include, by endorsement to the policy, a statement that a notice shall be given to Denton County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

- Q. FUNDING: Funds for payment have been provided through the Denton County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Denton County fiscal year shall be subject to budget approval.
- R. DEBARMENT: Proposer certifies that at the time of submission of its proposal, Proposer was not on the federal government's list of suspended, ineligible or debarred contractors and that Proposer has not been placed on this list between the time of its proposal submission and the time of execution of the Contract. If Proposer is placed on this list during the term of the Contract, Proposer shall notify the Denton County Director of Purchasing. False certification or failure to notify may result in termination of the Contract for default.
- S. AVAILABILITY: It is expressly understood and agreed that in case Denton County should need any item(s) not available within the time frame needed from the successful proposer during the term of this contract, Denton County reserves the right to purchase these items from other than the successful proposer and shall not be in violation of any terms or conditions of said Contract. Further, Denton County reserves the right to seek another proposer if, at any time, proposer's prices do not conform to public pricing.
- T. INDEPENDENT CONTRACTOR: The successful proposer shall be and remain an independent contractor throughout the term of any contract awarded pursuant to this RFP.

VENDOR ACKNOWLEDGEMENT

The undersigned hereby certifies that he/she understands the specifications and any addendums, has read the document in its entirety and the prices submitted in this bid/proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, proposer further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions in the specifications of the Invitation for Bid/Proposal.

The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called "Bidder" is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract; this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder; and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Company Name	
Address of Principal Place of Business	
Street	
City, State, Zip	
Phone of Principal Place of Business	
Fax of Principal Place of Business	
E-mail Address of Representative	
Federal ID	
Date	
Authorized Representative Name	
Authorized Representative Title	
Authorized Signature	

EXHIBIT A

Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Name	Type	# Files	Requirement
Tab 1 - Contractor Background Information	File Type: PDF (.pdf)	Multiple	Required
Tab 2 _ Technical Proposal	File Type: PDF (.pdf)	Multiple	Required
Tab 3 - Proposal Pricing/Delivery	File Type: PDF (.pdf)	Multiple	Required

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. Upload your submission at:

<https://dentoncounty.bonfirehub.com/opportunities/private/e710a479e12a4de9acb922d8af34b675>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Sep 24, 2018 2:00 PM CDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time. Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

Denton County uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>