

**PARTICIPATING ADDENDUM**  
**TEXAS DEPARTMENT OF CRIMINAL JUSTICE (TDCJ)**  
**Global Positioning Systems (GPS) & RF Home Curfew**  
**Contract Number 696-PD-15-16-C033**

1. Scope: GPS & RF Home Curfew
2. Changes (if applicable): In the event of any conflict between the terms of any Purchase Order additional terms and conditions and the Texas Department of Criminal Justice (TDCJ) contract terms, the **TDCJ** additional terms and conditions shall take precedence with regard to **TDCJ PA** participation. No Participating Addendum or additional terms added via Participating Addendum shall have effect or modify the terms and provisions of the prime contract between TDCJ and 3M Electronic Monitoring, Inc. ("Contractor").
3. Primary Contact: The primary government contact individual for this Participating Addendum is as follows:

<b>Name:</b>	Cheryl Krejci, CPPB
<b>Title:</b>	Senior Buyer
<b>Address:</b>	Fort Bend County Purchasing 301 Jackson, Suite 201 Richmond, TX 77469
<b>Telephone:</b>	281-341-3759
<b>Fax:</b>	
<b>Email:</b>	cheryl.krejci@fortbendcountytexas.gov

4. TDCJ 2014 rates: New TDCJ GPS Offender Tracking & RF Home Curfew daily rates took effect September 1, 2014. All previous invoice balances will be paid at the invoiced rate.

TDCJ ("Department") contract number 696-PD-15-16-C033, this Addendum and the Price Agreement, included as Attachment "A", together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Government Entity:

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

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

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

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

Contractor: 3M Electronic Monitoring, Inc.

By: Arnold K. Roese

Name: Arnold K. Roese

Title: Director

Date: 12/9/2016

## ATTACHMENT A

### PRICE AGREEMENT FOR PARTICIPATING ADDENDUM TEXAS DEPARTMENT OF CRIMINAL JUSTICE Global Positioning Systems (GPS) Contract Number 696-PD-15-16-C033

#### Daily Service Fees

Level of Service	Equipment Component	Quantity	Daily Lease Rate (In-Service Status)
Active GPS Tracking	3M™ One-Piece GPS Offender Tracking Device 4 (TD4)	1-500	\$5.50
		501+	\$5.00
	3M™ One-Piece GPS Offender Tracking Device (WMTD Gen 2)	1-500	\$3.14
		501+	\$3.09
	3M™ Two-Piece GPS Offender Tracking Device (XT)	1-500	\$4.20
		501+	\$4.15
Passive GPS Tracking	3M™ One-Piece GPS Offender Tracking Device 4 (TD4)	1+	\$4.20
	3M™ One-Piece GPS Offender Tracking Device 4 (TD4) <i>beacon</i>	1+	\$4.95
	3M™ One-Piece GPS Offender Tracking Device (WMTD Gen 2) <i>cellular</i>	1+	\$3.09
	3M™ Two-Piece GPS Offender Tracking Device (XT) <i>cellular</i>	1+	\$3.67

#### Optional Services



Level of Service	Daily Lease Rate
3M™ Home Curfew Beacon	\$0.75

## Replacement Costs

Equipment Component	Replacement Fee
*3M™ Two-Piece GPS Offender Tracking Device (XT)	\$900
*3M™ 1 Way Bracelet	\$100
*3M™ Home Curfew Base Unit (SB2000)	\$350
*3M™ One-Piece GPS Offender Tracking Device (WMTD Gen 2)	\$825
*3M™ One-Piece GPS Offender Tracking Device (TD 4)	\$1050

\*3M Electronic Monitoring, Inc. agrees to charge the Agency fifty percent (50%) of the list price for replacement cost of lost/ damage/stolen equipment. Replacement cost listed above.

3M Electronic Monitoring, Inc. agrees to provide Agency twenty percent (20%) spare inventory at no additional charge.

MODIFICATION OF CONTRACT			Page of 1	Pages 1
1A. Contract No. 696-PD-15-16-C033	1B. Order No. (PO,JO,SA)	2. Modification No. M-005	3. Effective Date 09/01/16	
4. Issued By:  Texas Department of Criminal Justice Contracts and Procurement, Information Technology, Construction & Utilities Branch Two Financial Plaza, Suite 525 Huntsville, Texas 77340		5. Name and Address of Contractor (No., street, city, state & ZIP code)  3M Electronic Monitoring, Inc. 1838 Gunn Highway Odessa, Florida 33556		
6. BILATERAL MODIFICATION ISSUED PURSUANT TO AUTHORITY UNDER: Section I.14, Contract Changes				
7. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>3</u> ORIGINALS TO THE ISSUING OFFICE.				
8. PURPOSE OF MODIFICATION: Extend contract for Option Period One, provide funding for FY17-18 and revise various sections of the contract.				
9. DESCRIPTION OF MODIFICATION:				
<p>A. Extend contract for Option Period One for the period of September 1, 2016 through August 31, 2018.</p> <p>B. The total funded amount for Fiscal Year 2017 (September 1, 2016 through August 31, 2017) shall not exceed \$5,300,000.00. The total funded amount for Fiscal Year 2018 (September 1, 2017 through August 31, 2018) shall not exceed \$5,300,000.00. In the event the Contractor performs services in excess of the funded amount, the Contractor is at risk for not receiving payment for said services.</p> <p>C. Revise Section G.2.2, Contract Administrator, to read:</p> <p>Texas Department of Criminal Justice Contracts and Procurement, ITCU Branch Two Financial Plaza, Suite 525 Huntsville, Texas 77340 Attn: Vickie Harris Phone: 936-437-7063 Fax: 325-223-0310 E-mail: vickie.harris@tdcj.texas.gov</p> <p>D. Revise Section G.3.2.C, Payments, to reflect current contact information as follows:</p> <p>Christy Taylor Texas Department of Criminal Justice Parole Division 8610 Shoal Creek Blvd. Austin, Texas 78757</p>				
Except as provided herein, all terms and conditions of the contract referenced above, as hereto changed, remain unchanged and in full force and effect.				
9A. Name and Title of Authorized Representative (Type or Print)  Arnold K. Roese Business Unit Manager U.S. Public Security		9B. 3M Electronic Monitoring, Inc.   (Signature of Authorized Representative)		9C. Date Signed  7/27/16
10A. Authorized Representative  Bryan Collier Executive Director		10B. Texas Department of Criminal Justice   (Signature of Authorized Representative)		10C. Date Signed  8/15/16

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**1A. Contract No.**

696-PD-15-16-C033

**1B. Order No.  
(PO,JO,SA)****2. Modification No.**

M-004

**3. Effective Date**Upon signature of both  
parties**4. Issued By:**

Texas Department of Criminal Justice  
Contracts and Procurement,  
Information Technology, Construction & Utilities Branch  
Two Financial Plaza, Suite 525  
Huntsville, Texas 77340

**5. Name and Address of Contractor (No., street, city, state  
& ZIP code)**

3M Electronic Monitoring, Inc.  
1838 Gunn Highway  
Odessa, Florida 33556

**6. BILATERAL MODIFICATION ISSUED PURSUANT TO AUTHORITY UNDER:** Section I.14, Contract Changes**7. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 ORIGINALS TO THE ISSUING OFFICE.****8. PURPOSE OF MODIFICATION:** To increase FY16 funding.**9. DESCRIPTION OF MODIFICATION:**

Increase total amount for the Base Period (September 1, 2014 through August 31, 2016) from \$7,400,000.00 to \$10,600,000.00. Revise Fiscal Year 2016 (September 1, 2015 through August 31, 2016) from \$2,300,000.00 to \$5,500,000.00, a net increase of \$ 3,200,000.00. In the event the Contractor performs services in excess of the funded amount, the Contractor is at risk for not receiving payment for said services.

Except as provided herein, all terms and conditions of the contract referenced above, as hereto changed, remain unchanged and in full force and effect.

**9A. Name and Title of Authorized Representative (Type or Print)**

Nir Leshem  
President, 3M Electronic Monitoring, Inc.

**9B. 3M Electronic Monitoring, Inc.**

(Signature of Authorized Representative)

**9C. Date Signed**

1/15/16

**10A. Authorized Representative**


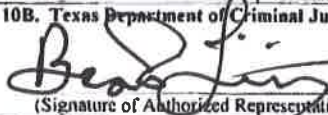
Brad Livingston  
Executive Director

**10B. Texas Department of Criminal Justice**

(Signature of Authorized Representative)

**10C. Date Signed**

1/29/16

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1A. Contract No. 696-PD-15-16-C033	1B. Order No. (PO,JO,SA)	2. Modification No. M-003	3. Effective Date Upon signature of both parties	
4. Issued By:  Texas Department of Criminal Justice Contracts and Procurement, Information Technology, Construction & Utilities Branch Two Financial Plaza, Suite 525 Huntsville, Texas 77340		5. Name and Address of Contractor (No., street, city, state & ZIP code)  3M Electronic Monitoring, Inc. 1838 Gunn Highway Odessa, Florida 33556		
6. BILATERAL MODIFICATION ISSUED PURSUANT TO AUTHORITY UNDER: Section I.14, Contract Changes				
7. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 ORIGINALS TO THE ISSUING OFFICE.				
8. PURPOSE OF MODIFICATION: Revise FY15 and FY16 funding.				
9. DESCRIPTION OF MODIFICATION:  Total amount for the Base Period (September 1, 2014 through August 31, 2016) shall not exceed \$7,400,000.00. Revise the total funded amount for Fiscal Year 2015 (September 1, 2014 through August 31, 2015) from \$3,700,000.00 to \$5,100,000.00, a net increase of \$1,400,000.00. Revise the total funding amount for Fiscal Year 2016 (September 1, 2015 through August 31, 2016) from \$3,700,000.00 to \$2,300,000.00, a net decrease of \$1,400,000.00. In the event the Contractor performs services in excess of the funded amount, the Contractor is at risk for not receiving payment for said services.				
Except as provided herein, all terms and conditions of the contract referenced above, as hereto changed, remain unchanged and in full force and effect.				
9A. Name and Title of Authorized Representative (Type or Print)  Angela B. Dreis President, 3M Electronic Monitoring, Inc.		9B. 3M Electronic Monitoring, Inc.   (Signature of Authorized Representative)		9C. Date Signed  8-26-2015
10A. Authorized Representative  Brad Livingston Executive Director		10B. Texas Department of Criminal Justice   (Signature of Authorized Representative)		10C. Date Signed  8/31/15

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**1A. Contract No.**

696-PD-15-16-C033

**1B. Order No.  
(PO,JO,SA)****2. Modification No.**

M-002

**3. Effective Date**Upon signature of both  
parties**4. Issued By:**

Texas Department of Criminal Justice  
Contracts and Procurement,  
Information Technology, Construction & Utilities Branch  
Two Financial Plaza, Suite 525  
Huntsville, Texas 77340

**5. Name and Address of Contractor (No., street, city, state & ZIP code)**

3M Electronic Monitoring, Inc.  
1838 Gunn Highway  
Odessa, Florida 33556

**6. BILATERAL MODIFICATION ISSUED PURSUANT TO AUTHORITY UNDER: Section I.14, Contract Changes****7. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 ORIGINALS TO THE ISSUING OFFICE.****8. PURPOSE OF MODIFICATION:** Revise all TDCJ email domain address references, Section G.2.2 – Contract Administrator & Section G.3.2.C, Payments**9. DESCRIPTION OF MODIFICATION:**

A. Revise all TDCJ email address domain references from '@tdcj.state.tx.us' to '@tdcj.texas.gov'.

B. Revise Section G.2.2, Contract Administrator, to reflect current contact information as follows:

Lisa Caldwell, CTPM, CTCM  
Texas Department of Criminal Justice  
Contracts and Procurement – Information Technology, Construction and Utilities Branch  
Two Financial Plaza, Suite 525  
Huntsville, Texas 77340  
Phone: (936) 437-7063  
Fax: (325) 223-0310  
E-mail: [lisa.d.allbright@tdcj.texas.gov](mailto:lisa.d.allbright@tdcj.texas.gov)

C. Revise Section G.3.2.C, Payments, to reflect current contact information as follows:

Homa Caldwell-Tomas  
Texas Department of Criminal Justice  
Parole Division  
8610 Shoal Creek Blvd.  
Austin, Texas 78757

Except as provided herein, all terms and conditions of the contract referenced above, as hereto changed, remain unchanged and in full force and effect.

**9A. Name and Title of Authorized Representative (Type or Print)**

Trisha J. Swanepoel  
Financial Integration Manager

**9B. 3M Electronic Monitoring, Inc.**

(Signature of Authorized Representative)

**9C. Date Signed**

1/13/15

**10A. Authorized Representative**

Jerry McGinty  
Chief Financial Officer

**10B. Texas Department of Criminal Justice**

(Signature of Authorized Representative)

**10C. Date Signed**

1/28/15

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**1A. Contract No.**

696-PD-15-16-C033

**1B. Order No.  
(PO,JO,SA)****2. Modification No.**

M-001

**3. Effective Date**Upon signature of both  
parties**4. Issued By:**

Texas Department of Criminal Justice  
Contracts and Procurement,  
Information Technology, Construction & Utilities Branch  
Two Financial Plaza, Suite 525  
Huntsville, Texas 77340

**5. Name and Address of Contractor (No., street, city, state & ZIP code)**

3M Electronic Monitoring, Inc.  
1838 Gunn Highway  
Odessa, Florida 33556

**6. BILATERAL MODIFICATION ISSUED PURSUANT TO AUTHORITY UNDER:** Section I.14, Contract Changes**7. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 ORIGINALS TO THE ISSUING OFFICE.****8. PURPOSE OF MODIFICATION:** Revise Sections K.8, Authorized Negotiators and K.10, Point of Contact**9. DESCRIPTION OF MODIFICATION:****A. Revise Section K.8, Authorized Negotiators, to read as follows:****1. Primary Negotiator:**

Name: Angela B. Dreis  
Title: US Sales and Marketing Leader-IM/EM and Library Systems  
Telephone Number: Office: 651 737 9034

**2. Secondary Negotiator:**

Name: Trisha J. Swanepoel  
Title: Finance Integration Manager  
Telephone Number: Office: 651 737 4540 | Mobile: 715 688 9813

**B. Revise Section K.10, Point of Contact, to read as follows:****1. Primary Contact:**

Name: David Talarico Title: Sales Manager, EM  
Telephone Number: 888-677-6278 ext 1344 Fax Number: 813-749-5474  
Street Address: 1838 Gunn Highway  
City: Odessa State: FL Zip Code: 33556  
Email Address: DTalarico@mmm.com

**2. Secondary Contact:**

Name: Christie Van Cleave Title: National Sales Manager, IM/EM  
Telephone Number: 757-784-1840 Fax Number: \_\_\_\_\_  
Street Address: 3300 Acorn Street  
City: Williamsburg State: VA Zip Code: 23188  
Email Address: cvanceleave@mmm.com

Except as provided herein, all terms and conditions of the contract referenced above, as hereto changed, remain unchanged and in full force and effect.

**9A. Name and Title of Authorized Representative (Type or Print)**

Trisha J. Swanepoel  
Financial Integration Manager

**9B. 3M Electronic Monitoring, Inc.**

(Signature of Authorized Representative)

**9C. Date Signed**

9/23/14

**10A. Authorized Representative**

Jerry McGinty  
Chief Financial Officer

**10B. Texas Department of Criminal Justice**

(Signature of Authorized Representative)

**10C. Date Signed**

10/2/14



## SOLICITATION, OFFER AND AWARD

1. CONTRACT NO.  696-PD-15-16-C033	2. SOLICITATION NO.  696-PD-14-O009	3. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFO) <input type="checkbox"/> NEGOTIATED (RFP)	4. DATE ISSUED  February 27, 2014
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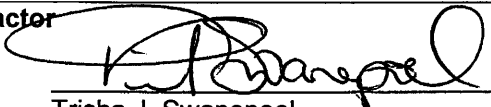
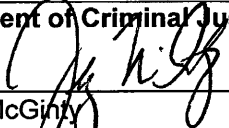
### SOLICITATION

5. Sealed offers will be received by the Department until, <b>1:00 p.m. local time on March 19, 2014</b> , and submitted to:  Texas Department of Criminal Justice Contracts and Procurement Department Client Services and Governmental Contracts Branch Two Financial Plaza, Suite 525 Huntsville, Texas 77340 <b>Attention: 696-PD-14-O009</b>	6. <b>FOR INFORMATION CONTACT:</b>  Heddi Bonham, CTPM Contract Administrator  PHONE: (936) 437-7043 FAX: (325) 223-0310 E-MAIL: heddi.bonham@tdcj.state.tx.us
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### OFFER (Must be fully completed by Offeror)

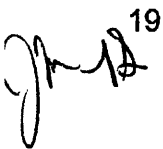
7. DISCOUNT FOR PROMPT PAYMENT:→	10 CALENDAR DAYS 0 %	20 CALENDAR DAYS 0 %	30 CALENDAR DAYS 0 %	CALENDAR DAYS 0 %
8. ACKNOWLEDGMENT OF AMENDMENTS: <i>(The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	A-001	March 14, 2014	A-002	March 25, 2014
	A-003	March 26, 2014	A-004	March 27, 2014
9. NAME AND ADDRESS OF OFFEROR:→	3M Electronic Monitoring, Inc. 1838 Gunn Highway Odessa, FL 33556		10. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)  Alejandra A. Lang, President	
11. TELEPHONE NO. (Include area code)  813-749-5454	12. SIGNATURE		13. OFFER DATE  March 31, 2014	

### TO BE COMPLETED AT TIME OF AWARD

<b>Document Type: D</b> <b>Statutory Cite: Texas Government Code, Section 508.315</b>	
<p>This award consummates the Contract which consists of the following documents: (a) the State's solicitation, and solicitation amendments, such provisions, representations, certifications, specifications, and negotiated changes as hereby incorporated and attached to this award; (b) the Contractor's offer, points of clarification, responses to clarification request and/or best and final offer, and negotiated changes as hereby incorporated and attached to this award; and (c) this award. In the event of a conflict between any terms and conditions of this Contract document with the Contractor's offer, points of clarification and/or best and final offer, the terms which are more favorable to the Department shall prevail.</p> <p>The total amount for the Base Period (September 1, 2014 through August 31, 2016) shall not exceed \$7,400,000.00. The total funded amount for the Base Period, Year 1 (September 1, 2014 through August 31, 2015) shall not exceed \$3,700,000.00. Funding for Base Period, Year 2 (September 1, 2015 through August 31, 2016) is subject to appropriations.</p>	
<b>Contractor</b>  By:  Name: <u>Trisha J. Swanepoel</u> Title: <u>Finance Manager</u> Date: <u>7/11/14</u>	<b>Texas Department of Criminal Justice</b>  By:  Name: <u>Jerry McGinty</u> Title: <u>Chief Financial Officer</u> Date: <u>7/31/14</u>

The following items are mutually agreed to by 3M Electronic Monitoring, Inc. and the Department, and are hereby incorporated into this Contract, including revisions made by Amendments A-001 and A-002.

1. The Solicitation, Offer, and Award form has been replaced to add the Contract number, and add the Contractor and the authorized signor's name and title in the Contractor signature block.
2. Section A, Definitions, has been revised to include the name of the Contractor.
3. Section A, Definitions, has been revised to add "Court Orders", "Information Systems", "Interval Tracking", "OIMS", "Pending Activation", and "Pending Deactivation".
4. Section A, Definitions, "In-Service Status", has been revised to include updated language.
5. Section A, Definitions, "TBCJ", has been revised to include who the Board governs.
6. Section B.1.2, Pricing Instructions, has been revised to include updated language.
7. Section B.2, Pricing Schedule, has been revised to include the Contractor's rates for providing Radio Frequency (RF) and Global Positioning System (GPS) Monitoring Services.
8. Section C.3.1.B, Mandatory RF Monitoring Service Requirements, has been revised to include updated language.
9. Section C.3.1.P, Mandatory RF Monitoring Service Requirements, has been revised to delete reference to policies and procedures being made part of the Contract.
10. Section C.3.3, RF Monitoring Performance Requirements, has been revised to include updated language.
11. Section C.3.4.A.14, RF Monitoring Equipment Requirements, has been revised to include replacement straps at no additional cost to the Department.
12. Section C.3.4.A.19, RF Monitoring Equipment Requirements, has been revised to include extra Transmitters to compensate for battery life.
13. Section C.3.5, Spare RF Monitoring Equipment/Equipment Maintenance/Liability, has been revised to include updated language.
14. Section C.3.6.B, Mandatory GPS Monitoring Service Requirements, has been revised to include updated language.
15. Section C.3.6.Q, Mandatory GPS Monitoring Service Requirements, has been revised to delete reference to policies and procedures being made part of the Contract.
16. Section C.3.9.B.12, GPS Monitoring Equipment Requirements, has been revised to include replacement straps at no additional cost to the Department.

- 
17. Section C.3.9.B.18, GPS Monitoring Equipment Requirements, has been revised to include extra Transmitters to compensate for battery life.
  18. Section C.3.10, Spare GPS Monitoring Equipment/Equipment Maintenance/Liability, has been revised to include updated language.
  19. Section C.3.11.P, RF and GPS Central Monitoring Station-Host Computer Hardware/Software Requirements, has been revised to include updated language for Exclusion Zones.
  20. Section C.3.12.A, RF and GPS Monitoring Web-based Software, has been revised to include the functions of the web-based software.
  21. Section C.3.13.E, Training, Account Management and Vacant Positions, has been revised to add the Contractor must have written approval by the Department of any Project Manager(s) hired.
  22. Section G.2.2, Contract Administrator, has been revised to change the Contract Administrator.
  23. Section G.2.3, Contract Monitor, 3<sup>rd</sup> paragraph, has been revised to delete the name and address of the Contract Monitor.
  24. Section G.2.4, Contractor's Project Manager, 3<sup>rd</sup> paragraph, has been revised to delete the name and address of the Contractor's designated Project Manager.
  25. Section G.2.5, Program Supervisors, 3<sup>rd</sup> paragraph, has been revised to delete the name and address of the Program Supervisors.
  26. Section G.3.2.A, Payments, has been revised to include updated language.
  27. Section H.1, Insurance Requirements, has been revised to delete Fidelity or Dishonesty Bonding.
  28. Section H.1.1, Additional Insurance Requirements, has been revised to include updated language.
  29. Section H.2.3, Non-Discrimination, has been removed and language added to Section H.2, Subcontractors.
  30. Section H.8, Staffing, has been revised to include an annual background check on each current employee.
  31. Section I.13.2, Open Records, 3<sup>rd</sup> sentence, has been revised to include updated language.
  32. Section I.26, Notices, has been revised to change the Contract Administrator's name.

33. Section J, List of Exhibits, has been revised to change the number of pages for Exhibit J.2, HUB Subcontracting Plan, and reflect the deletion of Exhibit J.4, Vendor Maintenance Direct Deposit and Substitute W-9 Form.
34. Exhibit J.1, Personnel Directives (PD), has been revised to include PD-04.
35. Exhibit J.2, HUB Subcontracting Plan, has been revised to include the Contractor's completed forms and replace Attachment A to add the Contract number; date of award; Contract Administrator; Contractor name; State of Texas VID#; point of contact and phone number.
36. Exhibit J.3, Quarterly Compliance Standards, Standard Nine (9), has been revised to include updated language.
37. Section K, Representations, Certifications, and Other Statements of Offerors, has been revised to include the Contractor's responses to subsections K.1.2, K.2, K.4, K.6.14, K.8, K.9, K.10 and K.11.
38. Sections L and M of this Contract are hereby deleted.

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## DEFINITIONS

The following terms used in this Contract shall, unless the context indicates otherwise, have the meanings set forth below:

**Alert** - Notification from the Contractor to Department staff to inform the Department of a potential rule violation by the Client.

**Authorized Representative** - Person(s) designated in writing to act for and on behalf of a party in this Contract, which designation being furnished to the other party hereto as described in Section G.2.1.

**Base Unit** - A device placed in the Client's home in which the Personal Tracking Unit (PTU) is placed to communicate information and/or charge the PTU.

**Batch Alert Notification** - Summary of Alerts within a designated time frame.

**Biennium** - Any of the two (2) year periods beginning on September 1 and ending on August 31 of odd numbered years, which periods are used for budgetary purposes by the State of Texas.

**Central Command Center** - The Texas Department of Criminal Justice-Parole Division (TDCJ-PD) Unit responsible for receiving, investigating, and responding to all Electronic Monitoring (EM) Alerts, including Radio Frequency (RF) Alerts and Global Positioning System (GPS) Alerts, occurring between the hours of 5:00 p.m. and 8:00 a.m. Central Time, Monday through Friday, twenty-four (24) hours a day on weekends and identified federal and state holidays.

**Central Monitoring Station** - Site where the Contractor's host computer(s) that monitors all activity is located.

**Client** - Person(s) under supervision or custody of the Department who is identified for placement on the RF or GPS Monitoring Systems.

**Communication Device** - Device that allows the Contractor to notify Department staff of Alerts. This type of device shall include cellular phones or smart phones with e-mail and text messaging capabilities. The Communication Device shall allow Department staff to view and edit all functions available on the Contractor's software (e.g., acknowledge Alerts, enroll a Client, update schedules, change equipment, etc.).

**Contract Administrator** - The Department employee responsible for non-technical administration of this Contract. See Section G.2.2 for full explanation.

**Contract Award Date** - Contract signature date duly authorized by both parties.

**Contract Monitor** - The Department employee responsible for conducting a comprehensive audit of this Contract. See Section G.2.3 for full explanation.

**Contract Term** - The duration of this Contract as specified in Section F.1.

**Contractor** - 3M Electronic Monitoring, Inc.

**Court Orders** - Any orders or judgments issued by a court of competent jurisdiction and any stipulations, agreements, conditions of community supervision, or plans entered into in connection with litigation that are applicable to the operations, management, or maintenance of the Facility and relate to the custodial care of Offenders. For purposes of this Contract, this term includes such orders, judgments, stipulations, plans or agreements applicable to the Department.

**Department** - The Texas Department of Criminal Justice (TDCJ).

**Department Policies** - The Department's written policies, procedures, standards, guidelines, directives, and manuals as they relate to RF and GPS; these policies will be made available to the Contractor; which has an affirmative obligation with which to be and remain familiar.

**Drive-By Receiver** - Portable receiver/monitoring device operated by Department staff designed to ensure the RF Transmitter is properly installed and detect Transmitter Alerts.

**EFT** - Electronic Funds Transfer, also known as direct deposit.

**Electronic Monitoring (EM)** - A general term that may refer to RF and/or GPS monitoring technology.

**End-Service Status** - Date in which monitoring Services have been terminated in the Contractor's software. The Department will not pay past a Client's discharge date, nor anytime the Client is in custody.

**Event of Default** - Any event(s) or circumstance(s) described in Section I.3.

**Exclusion Zone** - Zone(s) in which a Client is prohibited from entering. Zones are programmed by Department staff; staff can schedule times the Client is prohibited to be in these zones. Preferred zones are to be pre-populated by the Contractor.

**FCC** - Federal Communications Commission.

**Fiscal Year** - Any of the one (1) year periods beginning September 1 and ending August 31, which periods are used for annual budgetary purposes by the State of Texas.

**Global Positioning System (GPS)** - A collection of satellites that provide worldwide positioning and navigation information twenty-four (24) hours a day. GPS is a method to determine longitude and latitude positions on earth. It uses satellites that broadcast the signals and receivers that pick up and record the signals.

- **Active GPS** - Downloads location information once per hour and calls out immediately upon Alert using cellular signal.

- Hybrid GPS - Downloads less often than Active GPS, but calls out immediately upon Alert using cellular signal.
- Passive GPS - Delayed notification of Alerts using telephone land-line.

**Home Monitoring Unit (HMU)** - A device installed in the Client's residence that communicates the presence/absence of the Client's Transmitter and compliance with residential restrictions established by Department staff. The device communicates with the Contractor's host computer System via telephone land-line in the Client's residence or with the use of cellular technology.

**Inclusion Zone** - Zone(s) in which a Client is not permitted to leave. Zones are programmed by Department staff; staff can schedule times the Client is required to be in these zones.

**Information Systems** - Is a business entity that has provided RF and GPS services with a computerized monitoring center.

**In-Service Status** - A time period in which equipment is connected to a Client, monitoring Services were being provided, and the Client was being supervised in the community or released from any correctional facility (e.g., prison, county jail, intermediate sanction facility). The Department will not pay for equipment if a Client is in the physical custody of a correctional facility.

**In-Spare Status** - A time period in which Department staff have possession of monitoring equipment that is available for use, but it is not in In-Service Status.

**Interval Tracking** - Refers to tracking a specific Client, on an as needed basis, for a specific period of time when outside of a residence.

**Monthly Invoice** - The Contractor's invoice shall be submitted no later than the 10<sup>th</sup> calendar day of the month for the preceding month, based on the Contractor's Per Diem Rates and Department utilization, yielding the monthly Contractor Payment to be made by the Department.

**NCIC** - National Crime Information Center operated under the authority of the Federal Bureau of Investigation.

**Non-Appropriation** - Failure by the Legislature of the State, as part of its budgetary process, to appropriate money to be used for the Payments due hereunder.

**OIMS** - The Offender Information Management System (OIMS) is the case management software the Parole Division utilizes to track Client supervision information.

**Parole Officer** - A user assigned a caseload in the Contractor's software.

**Payment(s)** - Amount(s) agreed to be paid by the Department to the Contractor for Services under this Contract.

**Pending Activation** - Is the time between the change (enrollment, change to rules on the system, etc.) and when the change actually takes affect.

**Pending Deactivation** - Is the time between when the equipment is deactivated in the Contractor's system and when the monitoring is actually terminated.

**Per Diem Rate** - Daily cost of RF and GPS monitoring equipment and Services per Client as set forth in Section B.2.

**Person(s)** - Any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, court or other tribunal, or government or any agency or political subdivision thereof.

**Personal Tracking Unit (PTU)** - A computerized module which utilizes information from the satellites. The tracking device may work in conjunction with multiple pieces of equipment (e.g., Transmitter, PTU and/or Base Unit) or a single piece of equipment.

**Position Vacancy** - A position in which there is no qualified, fully trained incumbent. A vacant position occurs when an employee resigns, has been terminated, is reassigned to another position or Facility or is off the payroll after exhausting all accrued leave, with the exception of Family Medical Leave (FML) and Workers' Compensation and no other qualified, trained Person or employee is placed in that position. Similarly, positions are considered vacant if the individual in that position does not meet the criteria for employment as outlined in PD-17, PD-26, PD-27, PD-73 and PD-75. A position becomes vacant when the incumbent is removed from the payroll either temporarily or permanently, regardless of leave status, with the exception of FML and Workers' Compensation. Positions requiring certification, licensure, or registration are considered vacant if the Person in that position does not possess the appropriate certification, licensure or registration.

**Primary RF Monitoring Equipment** - The HMU installed on the telephone land-line in the Client's residence and the Transmitter is installed on the Client's ankle.

**Primary RF Monitoring Equipment (Cellular)** - The HMU that communicates via cellular technology rather than a traditional telephone land-line, is installed in the Client's residence, and the Transmitter is installed on the Client's ankle.

**Program Supervisor(s)** - The Department's employee responsible for the technical administration of this Contract. See Section G.2.5 for full explanation.

**Quarter** - References to Quarters and quarterly activities related to the Department's Fiscal Year, with Quarters beginning September 1, December 1, March 1 and June 1, unless specifically noted otherwise.

**Radio Frequency (RF)** - A technology that uses RF to restrict/confine a Client to a residence. This technology does not track the Client's location.

**Real Time** - Immediate notification of events, Alerts, and activities.

**Service Commencement Date** - The date on which the Contractor shall begin providing Services pursuant to this Contract. For the purposes of this Contract, that date is September 1, 2014.

**Services** - Delivery by the Contractor of the RF and GPS Monitoring Services in accordance with the terms and conditions of the Contract.

**System** - Hardware, software and all monitoring Services required to provide Client monitoring.

**TBCJ** - The Texas Board of Criminal Justice. The Board that governs the Texas Department of Criminal Justice (Department).

**TCIC** - Texas Crime Information Center operated under the authority of the Texas Department of Public Safety.

**TDCJ-PD** - The Texas Department of Criminal Justice-Parole Division, a division of the Texas Department of Criminal Justice, an agency of the State of Texas.

**Transmitter** - A tamper-resistant device worn on the ankle that emits a continuous individually coded RF signal.

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 SERVICES AND PRICES/COSTS****B.1.1 Services Being Acquired**

The Contractor shall, in accordance with the terms of this Contract, provide all necessary personnel, Services, equipment, and otherwise do all things necessary for, or incidental to, providing Radio Frequency (RF) or Global Positioning System (GPS) Monitoring Services.

**B.1.2 Pricing Instructions**

At Contract initiation, the Department anticipates the number of Clients identified for placement on RF monitoring may be approximately one thousand three hundred (1,300) and the number of Clients identified for placement on GPS monitoring may be approximately one thousand six hundred (1,600). The actual number of Clients may or may not reflect the Department's current projections. The Department anticipates a gradual increase in the number of monitored Clients. The actual number of Clients may depend on the amount budgeted by the Department for the RF and GPS Monitoring Systems.

The pricing will remain the same for the Base Period (September 1, 2014 – August 31, 2016) and each of the two (2) two (2) year renewal Option Periods (September 1, 2016 – August 31, 2018 and September 1, 2018 – August 31, 2020). The Department has sole discretion to renew the Contract. The Contractor shall have sufficient RF and/or GPS monitoring equipment to allow for transition, plus an additional 30% spare. The transition will be completed within sixty (60) days of the Service Commencement Date.

The Department will not make Payment to the Contractor for equipment In-Spare Status. The Department shall seek to maintain a 90% or greater utilization rate of all Electronic Monitoring (EM) equipment; however, the Department does not covenant to the Contractor that it will in fact maintain 90% or greater utilization rate. The Department will not be liable to the Contractor for loss of profits or damages incurred by the Contractor in the event that the Department does not maintain 90% utilization rate of all EM equipment.

**B.2 PRICING SCHEDULE****Contract Line Item 1****Primary RF Monitoring Equipment (In-Service Status)**

Quantity (From/To)		Per Diem Rate without Install
0	500	\$1.83
501	1,000	\$1.81
1,001	1,500+	\$1.75

**Contract Line Item 2****Primary RF Monitoring Equipment (Cellular) (In-Service Status)**

Quantity (From/To)		Per Diem Rate without Install
0	500	\$3.32
501	1,000	\$3.30
1,001	1,500+	\$3.25

**Contract Line Item 3****Drive-By Receiver (In-Service Status)**

Quantity (From/To)		Monthly Rate
0	500	\$30.00
501	1,000	\$25.50
1,001	1,500	\$25.00

**Contract Line Item 4****Active GPS Monitoring Equipment (One-Piece GPS) (In-Service Status)**

Quantity (From/To)		Per Diem Rate without Install
0	500	\$3.14
501	1,000	\$3.09
1,001	1,500	\$3.04
1,501	2,000	\$2.99
2,001	2,500	\$2.94
2,501	3,000	\$2.94
3,001	3,500	\$2.94
3,501	4,000	\$2.94
4,001	4,500	\$2.89
4,501	5,000	\$2.89
5,001	5,500	\$2.89
5,501	6,000	\$2.89

**Active GPS Monitoring Equipment (Two-Piece GPS) (In-Service Status)**

Quantity (From/To)		Per Diem Rate without Install
0	500	\$4.20
501	1,000	\$4.15
1,001	1,500	\$4.10
1,501	2,000	\$4.10
2,001	2,500	\$4.05
2,501	3,000	\$4.05
3,001	3,500	\$4.05
3,501	4,000	\$4.05
4,001	4,500	\$4.00
4,501	5,000	\$4.00
5,001	5,500	\$4.00
5,501	6,000	\$3.96

**Contract Line Item 5****Passive GPS Monitoring Equipment (One-Piece GPS) (In-Service Status)**

Quantity (From/To)		Per Diem Rate without Install
0	500	\$3.09
501	1,000	\$2.99
1,001	1,500	\$2.94
1,501	2,000	\$2.94
2,001	2,500	\$2.89
2,501	3,000	\$2.89
3,001	3,500	\$2.89
3,501	4,000	\$2.89
4,001	4,500	\$2.85
4,501	5,000	\$2.85
5,001	5,500	\$2.85
5,501	6,000	\$2.85

**Passive GPS Monitoring Equipment (Two-Piece GPS) (In-Service Status)**

Quantity (From/To)		Per Diem Rate without Install
0	500	\$3.67
501	1,000	\$3.65
1,001	1,500	\$3.60
1,501	2,000	\$3.60
2,001	2,500	\$3.55
2,501	3,000	\$3.55
3,001	3,500	\$3.55
3,501	4,000	\$3.55
4,001	4,500	\$3.50
4,501	5,000	\$3.50
5,001	5,500	\$3.50
5,501	6,000	\$3.48



## Contract Line Item 6

**Hybrid GPS Monitoring Equipment (One-Piece GPS) (In-Service Status)**

Quantity (From/To)		Per Diem Rate without Install
0	500	\$3.09
501	1,000	\$2.99
1,001	1,500	\$2.94
1,501	2,000	\$2.94
2,001	2,500	\$2.89
2,501	3,000	\$2.89
3,001	3,500	\$2.89
3,501	4,000	\$2.89
4,001	4,500	\$2.85
4,501	5,000	\$2.85
5,001	5,500	\$2.85
5,501	6,000	\$2.85

**Hybrid GPS Monitoring Equipment (Two-Piece GPS) (In-Service Status)**

Quantity (From/To)		Per Diem Rate without Install
0	500	\$4.20
501	1,000	\$4.15
1,001	1,500	\$4.10
1,501	2,000	\$4.10
2,001	2,500	\$4.05
2,501	3,000	\$4.05
3,001	3,500	\$4.05
3,501	4,000	\$4.05
4,001	4,500	\$4.00
4,501	5,000	\$4.00
5,001	5,500	\$4.00
5,501	6,000	\$3.96

## Contract Line Item 7

**Communication Device (In-Service Status)**

Quantity (From/To)		Monthly Rate
0	500	\$65.00
501	1,000	\$65.00
1,001	1,500	\$65.00
1,501	2,000	\$65.00

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.1 BACKGROUND**

The Department will administer both monitoring programs and select the Clients who will participate. Clients shall be required to comply with a curfew schedule approved in advance by Parole Officers.

The GPS Monitoring System has the ability to monitor and track a Client's location on a twenty-four (24) hour basis and provide automated Real Time and Batch Alert Notification(s). Clients may be restricted to Inclusion Zones established, programmed and approved by Parole Officers. The System will be used to enforce daily approved schedules and home restriction by supplementing the supervision provided by Parole Officers.

The RF Monitoring System is used to enforce Client curfew and residence confinement and is a tool that supplements the supervision provided by Parole Officers.

**C.2 COMPLIANCE WITH APPLICABLE RULES, REGULATIONS, POLICIES, PROCEDURES, AND LAWS**

The Contractor shall provide the Services to the Department that are in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or that become effective during the term of this Contract.

The Contractor shall comply with Department Policy and unless otherwise required by this Contract, shall be free to establish procedures such that the Services attain the goals established by such Department Policies, provided that any such deviations are approved in writing by the Department prior to their implementation.

When differences between applicable standards exist, the higher standard, as defined by the Department, shall prevail.

**C.3 SPECIFIC DUTIES AND OBLIGATIONS****C.3.1 Mandatory RF Monitoring Service Requirements**

A. The Contractor shall provide and maintain fully trained personnel to continuously staff their Central Monitoring Station and provide Client Alert notification, activity reports, and Daily Monitoring Reports twenty-four (24) hours a day, seven (7) days a week. The Contractor shall designate a sufficient number of fully trained operators to continuously monitor the Client activity generated by the Department account resulting from this Contract and report any abnormalities to the Department. The Contractor shall provide a description of staffing patterns for the Central Monitoring Station which includes, but not limited to, the following:

1. The number of full-time staff;
2. The duties of such staff;
3. The total number of Clients being monitored;
4. Operator to Client ratio;

5. Staff scheduling;
  6. Employee supervision;
  7. Number of Persons per shift;
  8. Number of operators designated for Clients; and
  9. Twenty-four (24) hours a day, seven (7) days a week monitoring plan.
- B. The Contractor shall designate additional fully trained monitoring/customer service specialists at their Central Monitoring Station whose responsibilities shall include the following: processing incoming e-mails or facsimile transmissions from Department staff; updating Client's records (enrollments, disconnecting equipment, entering schedules, etc.); troubleshooting equipment problems; providing technical assistance to Department staff; processing equipment order requests; compiling and distributing daily, weekly, monthly, and ad hoc reports requested by the Department; and monitoring reports for outages or malfunctions.
- C. The Contractor shall ensure the data entered in the System is accurate and timely.
- D. The Contractor shall provide technical support and customer service staff accessible to the Department via telephone twenty-four (24) hours a day, seven (7) days a week.
- E. The Contractor shall ensure their staff is trained and certified to provide technical assistance to Department staff and deal effectively with all issues regarding the RF Monitoring System. The Contractor shall develop written operational procedures specific to the Department's RF Monitoring System for their staff to reference.
- F. The Central Monitoring Station staff shall not be able to modify historical data in the host computer System including, but not limited to, Client monitoring data; System programming; or audio-recorded data.
- G. The Contractor shall provide toll-free telephone and facsimile numbers and/or e-mail addresses for Department staff to contact the operators, technical support and customer service specialists at the Central Monitoring Station.
- H. The Contractor's Monitoring System and staff shall detect Transmitter tamper attempts, Transmitter removals, and Home Monitoring Unit (HMU) tamper attempts within one (1) minute and shall immediately notify the Client's Parole Officer through the Communication Device described in Section C.3.2.E or the Central Command Center.
- I. The Contractor's Monitoring System and staff shall detect unauthorized Client absences, late arrivals, power and/or telephone interruption, equipment malfunction, and missed callbacks from the HMU within one (1) minute.
- J. The Contractor shall transmit computer generated reports to all Department staff via its web-based software. At the beginning of each business day, no later than 8:00 a.m. Central Time, each Parole Office shall receive a computer generated report for each of its Clients, including the date and time of the report and all monitoring information generated since the last report. The Contractor shall also provide additional computer generated reports of specific monitoring data at the request of Department staff.

- K. The Contractor's staff shall communicate monitoring information to the Department on a continuous basis through the use of web-based access, Communication Device and in the form of Daily Monitoring Reports, via e-mail or facsimile transmission in the event that e-mail is inoperable. The Department reserves the right to change the form of communication during the term of the Contract. In the event the e-mail and facsimile transmission Systems become inoperable, the Contractor shall mail hard copies of the reports using next day delivery service to the appropriate Department offices at no additional cost to the Department.
- L. The Contractor shall be required to provide the following reports to all designated Department staff. All reports unless otherwise noted shall be sorted by Region, District Parole Office, Parole Officer, Client, State Identification (SID) number, supervision level, time frame parameters, and equipment serial number.
1. Report of Department staff's call history into the Central Monitoring Station summarizing the purpose, date, time of the call and Contractor staff who took the call.
  2. Report displaying the date and time Alerts were generated, sent and addressed by the Central Command Center.
  3. Report listing all case notes that are resolved. This includes the Alert and case note information.
  4. Report listing all case notes that are unresolved. This includes the Alert and Alert status.
  5. Weekly Spare Report listing the total number of assigned and spare devices for the designated Department location selected, as well as the total number of assigned devices for each Parole Officer.
  6. Report detailing the mode of call (land-line or cellular), call-in time, length of call, and success of call.
  7. Report listing the date a Client's equipment was assigned or unassigned to the Contractor's software and the unassigned reason.
  8. Weekly Shipped Report detailing all packing slips shipped to a Parole Office listing the order/return number, packing slip number, estimated business days to delivery, and a summary of the equipment shipped.
  9. Daily/Monthly Utilization by Site Report listing all hardware assigned to a Client by the selected equipment type, equipment status, and billing status of leased or purchased equipment. The report is listed in a utilization format and features a 30% spare to assigned ratio, which assists the Department in the inventory process.
  10. Weekly Equipment In-Use Report listing the Client's equipment in-use and unassigned dates.
  11. Report listing any Client who does not have all equipment assigned in the Contractor's software.
  12. Report listing Client assignment and activation dates.
  13. Report listing a Client's equipment history including the Parole Officer who changed the equipment.
  14. Report listing all equipment that is currently recalled and needs to be returned to the Contractor.
  15. Weekly Equipment Returned Report listing equipment that was returned, date return approved by the Contractor, return number, and the reason for return.
  16. Report listing Alert notification history, escalation path and acknowledgment time.

17. Report listing Parole Officers whose schedules on their contact record are outside the hours of 8:00 a.m. to 5:00 p.m. regular business days.
  18. Report listing Clients whose Alerts are not sent to the Parole Officer or the Central Command Center.
  19. Report listing Clients who are currently in Alert status.
  20. Report detailing Client schedules that have been created outside program hours.
  21. Report listing any Clients without a Parole Officer assigned to receive an Alert.
  22. Report listing changes made to a Client's schedule and what Parole Officer made the changes.
  23. Report showing who has been provided access to the Contractor's software and/or Central Monitoring Station.
  24. Report listing all enabled or disabled Parole Officers, their addresses, and notification methods.
  25. Report listing Clients actively being monitored and/or previously monitored.
  26. Report providing a complete twenty-four (24) hour timeline of events that occurred in association with the selected Client.
  27. Report listing all Clients whose RF activity has not been reviewed.
  28. Report listing all Clients whose RF activity has been reviewed.
  29. Report listing Parole Officer usage of the Contractor's software.
  30. Report listing the selected Client's Alerts and length of time of each Alert.
  31. Report listing the total number of all monitoring Alerts generated during specified time frames.
  32. Weekly Alert Summary Report listing Alerts, sorted by Alert type, and the total number of occurrences.
  33. Report listing Transmitters with low battery.
  34. Weekly/Monthly Report listing Drive-By Receivers.
  35. Weekly/Monthly Report listing active/inactive Clients.
  36. Monthly Lost/Stolen Equipment Report.
  37. Report allowing Parole Officer's to print the Client's schedule.
- M. The Contractor shall immediately notify the Command Center and the designated Program Supervisor (Section G.2.5) verbally of any interruption in Service or processing delay to the Central Monitoring Station, internet service or telecommunication systems lasting longer than fifteen (15) minutes. Notification shall be made within ten (10) minutes of the interruption (i.e., Central Monitoring Station is interrupted at 8:00 a.m., staff are not able to restore Service by 8:15 a.m., the Department must be notified of said interruption no later than 8:25 a.m.). Verbal notification shall be provided by the Contractor twenty-four (24) hours a day, seven (7) days a week. The Department shall provide the Contractor with office and Communication Device numbers of staff to be contacted in the immediate notification requirement of this section.
- N. Following verbal notification, the Contractor shall prepare and transmit a formal written notice following any interruption in Service, processing delay to the Central Monitoring Station or telecommunication systems lasting longer than fifteen (15) minutes within one (1) business day. Such notice shall be provided to the Program Supervisor. The Contractor's notice shall include the date and time the interruption began, when operating conditions were restored, the cause and description of the problem, and the Contractor's plan for preventing similar problems in the future.

- O. The Contractor shall have written operation/procedure manuals and disaster recovery plans for the Central Monitoring Station(s). All revisions by the Contractor to such manuals shall be forwarded to the Department as they occur. The Department will review such manuals and plans to ensure the integrity of monitoring is maintained.
- P. Monitoring Services shall be provided according to the Department's established policies and procedures; subsequent policy and procedure revisions shall also apply. Copies of referenced policies and procedures will be furnished to the Contractor prior to the Service Commencement Date.
- Q. The Contractor shall deliver all equipment and make all arrangements necessary to provide Services at all designated Department locations no later than fifteen (15) calendar days prior to the Service Commencement Date.
- R. The Contractor shall submit a transition plan and timeline for Contract implementation that is acceptable to the Department no later than thirty (30) days after the Contract Award Date.

### **C.3.2 Mandatory RF Monitoring System Requirements**

The Contractor shall provide a monitoring System, including all equipment, and web-based software, which meets or exceeds the levels described in the sections that follow. The Contractor's web-based software shall interface with the Department's Offender Information Management System (OIMS). The Contractor shall provide monitoring equipment which shall be the most current and updated version of the Contractor's equipment (or manufacturer's if the Contractor is not the actual equipment manufacturer). In addition, the Contractor must have originally purchased the equipment from the manufacturer. It may not have been purchased from another contractor who previously issued the equipment to one of its clients. The Contractor may have used equipment as long as the Contractor was the original purchaser. If the equipment is used by the Contractor and is now being provided to the Department for use, the equipment must be clean and in "like new" condition. The Contractor shall identify and anticipate products, technologies, and Services scheduled for discontinuation. If the Department is using products, technologies, or Services scheduled for discontinuation, the Contractor will provide written notification to the Department immediately upon becoming aware of the discontinuation and provide comparable alternative products, technologies, and Services.

- A. The RF Monitoring System shall provide a means of monitoring a Client's compliance with curfew schedules. Clients shall be restricted to their approved residence, except for employment or other activities approved in advance by the Parole Officer.
- B. The Contractor shall be responsible for identifying the areas in which a cellular HMU can and cannot be utilized.
- C. The RF Monitoring System shall provide Real Time notification(s) within ten (10) minutes to the Department for the following Alerts:
  - 1. Compliance and non-compliance with pre-determined curfews;

2. Tampering with the Transmitter or its components;
  3. Tampering with the HMU or its components;
  4. Failure of the HMU to report at pre-determined times;
  5. Loss and/or restoration of telecommunications;
  6. Loss and/or restoration of alternating current (AC) power;
  7. Detection of low power or battery malfunctions in the Transmitter or HMU;
  8. Movement of the HMU to an unauthorized telephone land-line; and
  9. Detection of operating malfunctions in the Transmitter or HMU.
- D. The Contractor shall replace the RF Monitoring System with any future updated and improved version of the Contractor's or manufacturer's RF Monitoring System at the request of the Department and after successful field testing of the updated System at no additional charge to the Department.
- E. The Contractor shall provide a Communication Device (e.g., cellular phone with e-mail and text messaging capability, smart phone, etc.) for all Parole Officers supervising RF monitored Clients at no additional cost to the Department. The Communication Device shall allow Department staff to view and edit all functions available on the Contractor's web-based software. The Contractor shall use Communication Devices to notify Parole Officers of Client Alerts and other situations requiring their immediate attention. The Service area shall cover the State of Texas and also cover up to thirty (30) miles within all adjoining states for certain individual Communication Devices, if requested by the Department. It is incumbent on the Contractor to verify the notification was sent to the Parole Officer.
- F. The Contractor shall replace the Parole Officers' Communication Device within one (1) business day of notice from the Department should the device be lost or become inoperable, at no additional cost to the Department and provide an alternative for receiving Alerts in the interim.
- G. The Department anticipates the number of Parole Officers supervising RF monitored Clients will be approximately two hundred (200). However, the actual number may vary depending on the number and location of Clients.
- H. The Contractor shall provide written and verbal Alert notifications to the Parole Officer and/or the Central Command Center as follows:
1. Provide Alert notifications to the Parole Officer via Communication Device immediately, but no more than ten (10) minutes following a Real Time Alert. If the Parole Officer does not respond within thirty (30) minutes, the Contractor shall attempt to notify the Parole Officer a second time. If the Parole Officer does not respond to the second attempt within thirty (30) minutes, the Contractor shall notify the appropriate Department Assistant Region Director or designee. If the Department Assistant Region Director does not respond within thirty (30) minutes, the Contractor shall notify the appropriate Department Region Director.
  2. The Contractor shall provide Alert notifications to the Parole Officer simultaneously via e-mail from the Central Monitoring Station.
  3. The Contractor shall, at the request of the Department, report Alerts that occur after regular work hours to the Central Command Center. A notification protocol and

procedures governing the reporting of after-hour Alerts shall be developed by the Department after Contract Award Date. The Department reserves the right to change or modify after-hour notification procedures during the term of the Contract.

4. The Contractor shall, at the request of the Department, re-direct all notifications from one area/office to another area/office. This re-direction of notifications shall take place within one (1) hour of the original request from the Department. The most common reason for the Department's request will be as the result of a natural disaster, such as an approaching hurricane.
5. The Contractor shall pre-program agency-wide default notification procedures for all Alerts as set by the Department's Director of the Warrants Section. The Contractor shall not allow Parole Officers to change or modify Alert notification procedures; such changes will be executed only upon the written approval of the Department's Director of the Warrants Section or designee.
6. The Department reserves the right to revise Alert notification methods and procedures during the term of the Contract.
- I. The Contractor shall provide, to each Parole Office and/or other locations specified by the Department, an orientation video/digital versatile disc (DVD) that is directed towards the Clients. The video/DVD shall address the equipment, purpose and maintenance of the equipment, cause of Alerts and responding to the Alerts, at a minimum.
- J. The RF Monitoring System shall have the capability of accepting programmed schedule changes made by the Central Monitoring Station staff or the Parole Officer immediately following entry into the System.

### **C.3.3 RF Monitoring Performance Requirements**

The Contractor shall provide equipment, Services, and support equipment that meet the mandatory requirements set forth below. The System will allow the Parole Officer to create, modify, monitor and enforce the Client's schedule on a continuous twenty-four (24) hour, seven (7) days a week basis. The Contractor shall provide the appropriate number of Transmitters that can be attached to the Client's ankle, a HMU which can be installed on the telephone land-line in the Client's residence, a cellular HMU which can be installed in the Client's residence when telephone Service is not available, and a portable Drive-By Receiver capable of receiving signals from the Transmitter. The Contractor shall also provide web-based software capable of receiving and storing Real Time and historical monitoring information for the Department's use.

### **C.3.4 RF Monitoring Equipment Requirements**

#### **A. Transmitter**

1. The Contractor shall provide a tamper-resistant Transmitter that can be attached to the Client's ankle. The Transmitter shall be capable of being attached to the Client in such a manner that efforts to tamper with or removal of the Transmitter are detected



immediately when the Client comes within range of the HMU or the Drive-By Receiver along with a time-stamp indicating the actual time the tamper occurred.

2. The Transmitter case shall be hypoallergenic, sealed, shock resistant, water and moisture-resistant, and function reliably under normal atmospheric and environmental conditions of approximately zero (0°) to one hundred and thirty-five (135°) degrees Fahrenheit.
3. Transmitters shall have the ability to be programmed and transmit its signal to any HMU to which it has been paired with remotely or on-site.
4. Transmitter straps shall be hypoallergenic, disposable after each use and replaceable for sanitary measures. Replacement of Transmitter straps shall not jeopardize the integrity of the Transmitter.
5. The Transmitter shall not pose a safety hazard, nor unduly restrict the physical activities of the Client.
6. The Transmitter shall be resistant to water, corrosion, chemical solvents, and detergents.
7. The Transmitter shall emit an individually coded signal and begin functioning within sixty (60) seconds of installation of the Transmitter battery; the signal shall be received by the HMU and/or the Drive-By Receiver.
8. The Transmitter shall be designed to prevent tracing or duplication of its signal.
9. The Transmitter shall be Federal Communications Commission (FCC) approved for home use.
10. The Transmitter shall weigh five (5) ounces or less.
11. The Transmitter straps must be sizeable.
12. The Transmitter must be on-site or remotely programmable.
13. The Transmitter shall be easily installed, with a minimal training requirement.
14. The Contractor shall provide all tools and training needed to install and replace the Transmitter and straps. The Contractor shall provide replacement straps at no additional cost to the Department.
15. The Contractor shall provide all cleaning supplies necessary for proper sanitary cleaning of the Transmitter.
16. The straps, fasteners, clips, etc., used shall not be available to the general public.
17. The Transmitter batteries shall be on-site replaceable or replaceable by the Contractor.
18. At least seven (7) days prior to battery failure, the Transmitter shall emit a low battery Alert that is reported to the Central Monitoring Station.
19. The Transmitter battery shall have a minimum of nine (9) to twelve (12) months active life and a two (2) year shelf life. The Contractor shall supply extra Transmitters to compensate for the battery life.
20. The Transmitter shall feature multiple levels of tamper detection capable of detecting disassembly of the Transmitter case and/or cutting or circumventing the Transmitter strap.

## **B. HMU**

1. The HMU shall be easily installed in the Client's residence with minimum training and experience. The HMU shall have the ability to be paired with any Transmitter via remote programming. Any HMU shall be able to be paired with any Transmitter.

2. The HMU shall be easily attached to the Client's telephone and/or telephone outlet using a standard RJ11 modular telephone connector jack or plug.
3. The HMU shall be able to be used with any brand or make of telephone, including standard pulse, rotary, or touch-tone telephones.
4. The HMU shall use standard two-prong outlets and one hundred and twenty (120) volt AC power source.
5. The HMU shall have the ability to record the actual time of the event, receive and record any Clients status change and status of the HMU and Transmitter. The HMU shall communicate the Client's status to the Central Monitoring Station's host computer within one (1) minute of curfew Alerts or Transmitter tampers.
6. The HMU shall transmit Client status information to the Central Monitoring Station's host computer via analog or digital telephone lines.
7. The HMU shall notify the Central Monitoring Station's host computer within one (1) minute of any tamper attempt to the HMU AC power source problems or disconnects. In the event of a telephone line disconnect, the HMU shall notify the Central Monitoring Station's host computer of stored messages within one (1) minute of restoration of telephone Service. All messages shall be date and time stamped with the actual time of the event.
8. During periods of inactivity, the HMU shall communicate with the host computer a minimum of every two (2) to five (5) hours to report the home equipment is operational. The Contractor shall have the ability to adjust the frequency of communication at the request of the Department.
9. The HMU shall have a battery back-up power source that allows for continued operation for at least twenty-four (24) hours in the event of electrical power failure.
10. The HMU shall have the ability to store in memory at least five hundred (500) messages during interruption of telephone Service and/or loss of communication with the Central Monitoring Station's host computer. The Contractor shall specify the maximum number of messages the HMU is able to store in its memory.
11. The HMU shall have internal surge protectors.
12. The HMU shall record and report a tamper signal if the case is opened.
13. The HMU shall perform internal diagnostics to determine if it is operating properly and report the results to the Central Monitoring Station's host computer.
14. The HMU shall have FCC approval for home use.
15. The HMU and the Central Monitoring Station's host computer shall have a two-way communication link and communicate periodically to ensure the integrity of this link.
16. The HMU shall attempt to redial the Central Monitoring Station's host computer if initial attempts fail.
17. The HMU shall have an adjustable range, with a setting to be determined by the Department. The minimum signal range shall be approximately fifty (50) feet, and the maximum signal range shall be approximately one hundred and fifty (150) feet. The HMU shall have the ability to monitor a minimum of seven (7) curfews, seven (7) leaves, and seven (7) returns per Client per day.

### **C. Drive-By Receiver**

1. The Contractor shall provide a Drive-By Receiver capable of receiving signals generated by any Transmitter at any given location and indicate the date, time, Client's presence, tamper Alert and battery status.

2. The Drive-By Receiver shall be a portable unit that can be easily carried by a Parole Officer.
3. The Drive-By Receiver shall contain a multi-directional internal or external antenna.
4. The Drive-By Receiver shall have the ability to operate on an internal, rechargeable battery and have the ability to plug into an automobile power receptacle from a standard one hundred and ten (110) outlet. Charged batteries shall perform a minimum of ten (10) hours per charge. The Drive-By Receiver shall have a charge indicator and a power on/off switch.
5. The signal receiving range of the Drive-By Receiver shall be at least two hundred and fifty (250) feet.
6. If the Transmitter signal is received, the Drive-By Receiver shall indicate the date, time, Transmitter serial number, and if applicable, Transmitter tamper or low battery message within sixty (60) seconds.
7. The Drive-By Receiver shall have the ability to store up to five hundred (500) Transmitter events, and record the date and time of such events.
8. The Drive-By Receiver shall have the ability to download the information in its internal memory to a personal computer (PC); the Contractor shall provide the software and device necessary to transfer the log data to a PC with each Drive-By Receiver leased by the Department.

### **C.3.5 Spare RF Monitoring Equipment/Equipment Maintenance/Liability**

- A. The Contractor shall provide a minimum of 30% spare RF monitoring equipment and a minimum of 30% spare Transmitters at no additional cost to the Department. For sites with less than six (6) RF monitoring equipment or Transmitters in In-Service Status, the Contractor shall provide at least one (1) RF monitoring equipment and two (2) Transmitters for the spare equipment inventory. The Huntsville Placement and Release Unit (HPRU) shall be allowed to maintain any amount of spare RF monitoring equipment. This equipment shall not be counted towards the overall spare equipment for the Department. Spare units shall be housed within the Department office(s) located throughout the State. Spare allowance shall be calculated for a minimum of 30% spare equipment on a weekly basis, date and time to be determined prior to the Service Commencement Date. Spare equipment shall be determined on an office by office basis. Spare equipment will be used in conjunction with the monthly report listing the Transmitters that are scheduled to be replaced due to the battery life ending.
- B. Spare equipment should be used when the regular equipment becomes inoperable or unavailable for Department use, and for new releases. Spare equipment requested by the Department shall be received within five (5) business days of the request, unless identified as an emergency request by the Department. The Department shall make Payment to the Contractor at the rate specified in Section B.2 when the use of spare equipment is forced due to demand beyond unit allocation.
- C. The Contractor shall maintain Transmitters, HMUs, and Drive-By Receivers, in good operating condition and arrange for prompt repair or replacement of malfunctioning equipment at no additional cost to the Department. When returning malfunctioning RF monitoring equipment or Communication Devices the Department will specify the nature of the problem and cause (if known). In the event of malfunction, unless identified as an

emergency, the Contractor shall be responsible for providing replacement or approved substitute equipment or Communication Devices to Department offices within five (5) business days of notice from the Department. The Contractor shall replace Communication Devices within one (1) business day of request. The Contractor shall pay all shipping and handling costs relative to the return, repair, or replacement of malfunctioning RF monitoring equipment and Communication Devices.

- D. The Contractor shall replace lost, stolen or damaged Transmitters, HMUs, and Drive-By Receivers within five (5) business days of the Department's request, unless identified as an emergency, at no additional cost to the Department. The Department will not pursue criminal action or file theft charges against the Client if a HMU or Transmitter is not recovered or maliciously damaged. The Contractor shall maintain lost equipment records for no less than two (2) years. In the event a Drive-By Receiver or Communication Device is stolen while in the possession of Department personnel, a copy of the police report detailing the theft will be provided to the Contractor.
- E. The Department shall determine whether an equipment request is considered an emergency. Emergency equipment and all Communication Devices shall be received within one (1) business day of the request.
- F. The Contractor agrees to assume complete responsibility for all real and tangible personal property used by the Department or the Contractor in the delivery of Services pursuant to this Contract. The Department will not be liable for any property damage or loss resulting from the use of equipment or Services provided by the Contractor.
- G. The Contractor shall submit a contingency plan that details their plan to ensure the supply of equipment is not disrupted before, during, or after a catastrophic event. In the event the plan calls for the pre-placement of equipment in Texas, the allocated equipment shall not be considered spare equipment; such equipment will be provided at no charge to the Department.
- H. The Contractor will be responsible for all losses due to the Department's negligence subject to the right to cancel the Contract discussed below. For the purposes of this Contract, negligence is defined as the Department's failure to make a loss report regarding the equipment provided by the Contractor. The Department's preparation of a loss report shall be evidence that the Department was not negligent.

If the Contractor experiences loss due to the Department's negligence in excess of 5% (determined by the number of units of all equipment in use during said period) as averaged over any consecutive six (6) month period:

1. The Contractor will provide the Department with written notice of the Department's negligent equipment loss;
2. The Department will have a two (2) month period to reduce the negligent equipment loss so that such loss is not greater than 5% for said two (2) month period; and
3. If the Department fails to reduce said negligent equipment loss to 5% or less during said two (2) month period, the Contractor may terminate the Contract by following Section I.3.9, Default by the Department.

- I. The Program Supervisor or designee shall generate or approve all equipment orders, with the exception of consumables such as straps, trays, clips, telephone cords, Communication Device batteries, etc., in writing to the Contractor. Department staff in each designated RF monitoring location may submit written orders for consumables directly to the Contractor. The Contractor shall mail all equipment and consumables directly to the Parole Office designated on the written order. The Program Supervisor will formalize equipment order procedures and determine which items shall be considered consumables with the Contractor prior to the Service Commencement Date.
- J. The Contractor shall provide additional Transmitters as needed, taking into account current inventory and allotted spares, to accommodate projected releases from the Department's Correctional Institutions Division, within forty-eight (48) hours of notice.

### **C.3.6 Mandatory GPS Monitoring Service Requirements**

- A. The Contractor shall provide and maintain fully trained personnel to continuously staff their Central Monitoring Station and provide Client Alert notification, activity reports, and Daily Monitoring Reports twenty-four (24) hours a day, seven (7) days a week. The Contractor shall designate a sufficient number of fully trained operators to continuously monitor the Client activity generated by the Department account resulting from this Contract and report any abnormalities to the Department. The Contractor shall provide a description of staffing patterns for the Central Monitoring Station which include, but not limited to, the following:
  - 1. The number of full-time staff;
  - 2. The duties of such staff;
  - 3. The total number of Clients being monitored;
  - 4. Operator to Client ratio;
  - 5. Staff scheduling;
  - 6. Employee supervision;
  - 7. Number of Persons per shift;
  - 8. Number of operators designated for Clients; and
  - 9. Twenty-four (24) hours a day, seven (7) days a week monitoring plan.
- B. The Contractor shall designate additional fully trained monitoring/customer service specialists at their Central Monitoring Station whose responsibilities shall include the following: processing incoming e-mails or facsimile transmissions from Department staff; updating Client's records (enrollments, disconnecting equipment, entering schedules, etc.); troubleshooting equipment problems; providing technical assistance to Department staff; processing equipment order requests; compiling and distributing daily, weekly, monthly and ad hoc reports requested by the Department; and monitoring reports for outages or malfunctions.
- C. The Contractor shall ensure the data entered in the System is accurate and timely.
- D. The Contractor shall provide technical support and customer service staff accessible to the Department via telephone twenty-four (24) hours a day, seven (7) days a week.

- E. The Contractor shall ensure their staff is trained and certified to provide technical assistance to Department staff and deal effectively with all issues regarding the GPS Monitoring System. The Contractor shall develop written operational procedures specific to the Department's GPS Monitoring System for their staff to reference.
- F. The Central Monitoring Station staff shall not be able to modify historical data in the host computer System including, but not limited to, Client monitoring data; System programming; or audio-recorded data.
- G. The Contractor shall provide toll-free telephone and facsimile numbers and/or e-mail addresses for Department staff to contact the operators, technical support and customer service specialists at the Central Monitoring Station.
- H. The Contractor's Monitoring System and staff shall detect Transmitter tamper attempts, Transmitter removals, and Personal Tracking Unit (PTU) tamper attempts within one (1) minute and shall immediately notify the Client's Parole Officer through the Communication Device described in Section C.3.7.E or the Central Command Center.
- I. The Contractor's Monitoring System and staff shall detect unauthorized Client absences, late arrivals, power and/or telephone interruption, equipment malfunction, and missed callbacks from the PTU within one (1) minute.
- J. The Contractor shall transmit computer generated reports to all Department staff via its web-based software. At the beginning of each business day, no later than 8:00 a.m. Central Time, each Parole Office shall receive a computer generated report for each of its Clients, including the date and time of the report and all monitoring information generated since the last report. The Contractor shall also provide additional computer generated reports of specific monitoring data at the request of Department staff.
- K. The Contractor's staff shall communicate monitoring information to the Department on a continuous basis through the use of web-based access, Communication Device and in the form of Daily Monitoring Reports, via e-mail or facsimile transmission in the event that e-mail is inoperable. The Department reserves the right to change the form of communication during the term of the Contract. In the event the e-mail and facsimile transmission Systems become inoperable, the Contractor shall mail hard copies of the reports using next day delivery service to the appropriate Department offices at no additional cost to the Department.
- L. The Contractor shall be required to provide the following reports to all designated Department staff. All reports unless otherwise noted shall be sorted by Region, District Parole Office, Parole Officer, Client, SID number, supervision level, time frame parameters, and equipment serial number.
  - 1. Report of Department staff's call history into the Central Monitoring Station summarizing the purpose, date, time of the call and Contractor staff who took the call.
  - 2. Report displaying the date and time Alerts were generated, sent and addressed by the Central Command Center.

3. Report listing all case notes that are resolved. This includes the Alert and case note information.
4. Report listing all case notes that are unresolved. This includes the Alert and Alert status.
5. Weekly Equipment In-Use Report listing the total number of in-use and spare devices for the Client selected, as well as the total number of assigned devices for each Parole Officer.
6. Report that allows Department staff to view the start time and end time, to include voltage of device after charging.
7. Report detailing the mode of call (land-line or cellular), call-in time, length of call, and success of call.
8. Report listing the date a Client's equipment was assigned or unassigned to the Contractor's software and the unassigned reason.
9. Weekly Shipped Report detailing all packing slips shipped to a Parole Office listing the order/return number, packing slip number, estimated business days to delivery, and a summary of the equipment shipped.
10. Daily/Monthly Utilization by Site Report listing all hardware assigned to a Client by the selected equipment type, equipment status, and billing status of leased or purchased equipment. The report is listed in a utilization format and features a 30% spare to assigned ratio, which assists the Department in the inventory process.
11. Report listing any Client who does not have all equipment assigned in the Contractor's software.
12. Report listing changes made to a Client's schedule and what Parole Officer made the changes.
13. Report listing length of time a device has been without GPS and last GPS time-stamp.
14. Report listing selected equipment currently pending activation or deactivation.
15. Report listing all equipment that is currently recalled and needs to be returned to the Contactor.
16. Weekly Equipment Returned Report listing equipment that was returned, date return approved by the Contractor, return number, and the reason for return.
17. Weekly Spare Report listing the total number of assigned and spare pieces of equipment for the Parole Office selected and the total number of assigned pieces of equipment for each Parole Officer.
18. Report listing the total number of incoming and outgoing calls for the device, as well as the date and times that the calls were made.
19. Report listing Alert notification history, escalation path and acknowledgment time.
20. Report listing Parole Officers whose schedules on their contact record are outside the hours of 8:00 a.m. to 5:00 p.m. regular business days.
21. Report listing the total number of notifications issued on Alerts during the hours selected and the number of Clients being monitored.
22. Report listing Clients whose Alert notifications have been assigned a special bulletin.
23. Report listing Clients whose Alerts are not sent to the Parole Officer or the Central Command Center.
24. Report listing Clients who are currently in Alert status.
25. Report detailing Client schedules that have been created outside program hours.
26. Report detailing a list of any rules without a Parole Officer assigned to receive Alerts.
27. Report detailing all rules and grace periods for Clients who are currently being monitored.

28. Report listing any Clients without a Parole Officer assigned to receive an Alert.
  29. Report listing active Clients with Inclusion or Exclusion Zones or no zones at all.
  30. Report showing who has been provided access to the Contractor's software and/or Central Monitoring Station.
  31. Report listing all enabled or disabled Parole Officers, their addresses, and notification methods.
  32. Report listing Clients actively being monitored and/or previously monitored.
  33. Report providing a complete twenty-four (24) hour timeline of events that occurred in association with the selected Client.
  34. Report listing all Client types as selected by the Department.
  35. Report listing all Clients whose GPS points have not been reviewed.
  36. Report allowing Department staff to select and print the rules that have schedules associated with them.
  37. Report listing Parole Officer usage of the Contractor's software.
  38. Report listing the selected Client's Alerts and length of time of each Alert.
  39. Report listing the total number of all monitoring Alerts generated during specified time frames.
  40. Report listing the Alert messages that were sent to the Client's device upon receiving an Alert, and the time that the message was displayed, acknowledged by the Client, and cleared.
  41. Weekly Alert Summary Report listing Alerts, sorted by Alert type, and the total number of occurrences.
  42. Report listing Transmitters with low battery.
  43. Report listing Clients without a photograph in the Contractor's software.
  44. Weekly/Monthly Report listing active/inactive Clients.
  45. Monthly Lost/Stolen Equipment Report.
  46. Report allowing Parole Officer's to print the Client's schedule.
- M. The Contractor shall immediately notify the Command Center and the designated Program Supervisor verbally of any interruption in Service or processing delay to the Central Monitoring Station, internet service or telecommunication systems lasting longer than fifteen (15) minutes. Notification shall be made within ten (10) minutes of the interruption (i.e., Central Monitoring Station is interrupted at 8:00 a.m., staff are not able to restore Service by 8:15 a.m., the Department must be notified of said interruption no later than 8:25 a.m.). Verbal notification shall be provided by the Contractor twenty-four (24) hours a day, seven (7) days a week. The Department shall provide the Contractor with office and Communication Device numbers of staff to be contacted in the immediate notification requirement of this section.
- N. Following verbal notification, the Contractor shall prepare and transmit a formal written notice following any interruption in Service, processing delay to the Central Monitoring Station or telecommunication systems lasting longer than fifteen (15) minutes within one (1) business day. Such notice shall be provided to the Program Supervisor. The Contractor's notice shall include the date and time the interruption began, when operating conditions were restored, the cause and description of the problem, and the Contractor's plan for preventing similar problems in the future.



- O. In the event of a failure of the GPS Monitoring System or knowledge of environmental conditions affecting the accuracy of the GPS Monitoring System lasting longer than thirty (30) minutes, the Contractor shall immediately notify the designated Program Supervisor verbally. Notification shall be made within ten (10) minutes of the thirty (30) minute interruption. Such verbal notification shall be provided by the Contractor twenty-four (24) hours a day, seven (7) days a week. The Department shall provide the Contractor with office and Communication Device numbers of staff to be contacted.
- P. The Contractor shall have written operation/procedure manuals and disaster recovery plans for the Central Monitoring Station(s). All revisions by the Contractor to such manuals shall be forwarded to the Department as they occur. The Department will review such manuals and plans to ensure the integrity of monitoring is maintained.
- Q. Monitoring Services shall be provided according to the Department's established policies and procedures; subsequent policy and procedure revisions shall also apply. Copies of referenced policies and procedures will be furnished to the Contractor prior to the Service Commencement Date.
- R. The Contractor shall deliver all equipment and make all arrangements necessary to provide Services at all designated Department locations no later than fifteen (15) calendar days prior to the Service Commencement Date.
- S. The Contractor shall submit a transition plan and timeline for Contract implementation that is acceptable to the Department no later than thirty (30) days after the Contract Award Date.

### **C.3.7 Mandatory GPS Monitoring System Requirements**

The Contractor shall provide a monitoring System, including all equipment, and web-based software, which meets or exceeds the levels described in the sections that follow. The Contractor's web-based software shall interface with the Department's OIMS. The Contractor shall provide monitoring equipment which shall be the most current and updated version of the Contractor's equipment (or manufacturer's if the Contractor is not the actual equipment manufacturer). In addition, the Contractor must have originally purchased the equipment from the manufacturer. It may not have been purchased from another contractor who previously issued the equipment to one of its clients. The Contractor may have used equipment as long as the Contractor was the original purchaser. If the equipment is used by the Contractor and is now being provided to the Department for use, the equipment must be clean and in "like new" condition. The Contractor shall identify and anticipate products, technologies, and Services scheduled for discontinuation. If the Department is using products, technologies, or Services scheduled for discontinuation, the Contractor will provide written notification to the Department immediately upon becoming aware of the discontinuation and provide comparable alternative products, technologies, and Services.

- A. The GPS Monitoring System shall provide a means of detecting, tracking, mapping and reporting a Client's location twenty-four (24) hours a day, seven (7) days a week.

All Clients shall be monitored on the System at a supervision level in accordance with requirements set forth in the Contract. Selected Department staff shall have the ability to change the level of supervision.

**B. The Active and Hybrid GPS Monitoring System shall:**

1. Allow the Department to query and establish the location of a specific Client for anyone granted software access;
2. Have the capability for tracking Clients in Real Time twenty-four (24) hours a day, seven (7) days a week;
3. Map and report to the Department the position and travel of Clients throughout the community; and
4. Provide Real Time and Batch Alert Notification(s) within ten (10) minutes to the Department on the following Alerts:
  - a. Non-compliance with pre-defined chronological and geographic restriction zones and conditions, which shall include time and location of non-compliance incident(s);
  - b. Tampering with the Transmitter or its components;
  - c. Tampering with the PTU or its components;
  - d. Failure of the PTU to report at pre-determined times;
  - e. Cellular or land-line telecommunications failure;
  - f. Detection of low power or battery malfunctions in the Transmitter, PTU or any other battery powered GPS monitoring equipment;
  - g. Detection of malfunction in any GPS monitoring equipment and any of its components;
  - h. Mapping of a Client's activity/travel during an Alert;
  - i. Archiving travel/movement information that may be needed to serve as evidence at a later time;
  - j. Interruption or absence of GPS signals for fifteen (15) cumulative minutes with motion communicated by the PTU;
  - k. Curfew Alerts; and
  - l. Tampering with a Base Unit and any of its components.

**C. The Passive GPS Monitoring System shall provide Batch Alert Notification(s) within ten (10) minutes to the Department on the following Alerts:**

1. Non-compliance with pre-defined chronological and geographic restriction zones and conditions, which shall include time and location of non-compliance incident(s);
2. Tampering with the Transmitter or its components;
3. Tampering with the PTU or its components;
4. Failure of the PTU to report at pre-determined times;
5. Cellular or land-line telecommunications failure;
6. Detection of low power or battery malfunctions in the Transmitter, PTU or any other battery powered GPS monitoring equipment;
7. Detection of malfunction in any GPS monitoring equipment and any of its components;
8. Mapping of a Client's activity/travel during an Alert;
9. Archiving travel/movement information that may be needed to serve as evidence at a later time;

10. Interruption or absence of GPS signals for fifteen (15) cumulative minutes with motion communicated by the PTU;
  11. Curfew Alerts; and
  12. Tampering with a Base Unit and any of its components.
- D. The Contractor shall replace the GPS Monitoring System with any future updated and improved version of the Contractor's or manufacturer's GPS Monitoring System at the request of the Department and after successful field testing of the updated System at no additional charge to the Department.
- E. The Contractor shall provide a Communication Device (e.g., cellular phone with e-mail and text messaging capability, smart phone, etc.) for all Parole Officers supervising GPS (Active or Passive) monitored Clients at no additional cost to the Department. The Communication Device shall allow Department staff to view and edit all functions available on the Contractor's web-based software. The Contractor shall use Communication Devices to notify Parole Officers of Client Alerts and other situations requiring their immediate attention. The Service area shall cover the State of Texas and also cover up to thirty (30) miles within all adjoining states for certain individual Communication Devices, if requested by the Department. It is incumbent on the Contractor to verify the notification was sent to the Parole Officer.
- F. The Contractor shall replace the Parole Officers' Communication Device within one (1) business day of notice from the Department should the device be lost or become inoperable, at no additional cost to the Department and provide an alternative for receiving Alerts in the interim.
- G. The Department anticipates the number of Parole Officers supervising GPS monitored Clients will be approximately two hundred (200). However, the actual number may vary depending on the number and location of Clients.
- H. The Contractor shall provide written and verbal Alert notifications to the Parole Officer and/or the Central Command Center as follows:
1. Provide Alert notifications to the Parole Officer via Communication Device immediately, but no more than ten (10) minutes following a Real Time Alert. If the Parole Officer does not respond within thirty (30) minutes, the Contractor shall attempt to notify the Parole Officer a second time. If the Parole Officer does not respond to the second attempt within thirty (30) minutes, the Contractor shall notify the appropriate Department Assistant Region Director or designee. If the Department Assistant Region Director does not respond within thirty (30) minutes, the Contractor shall notify the appropriate Department Region Director.
  2. The Contractor shall provide Alert notifications to the Parole Officer simultaneously via e-mail from the Central Monitoring Station.
  3. The Contractor shall, at the request of the Department, report Alerts that occur after regular work hours to the Central Command Center. A notification protocol and procedures governing the reporting of after-hour Alerts shall be developed by the

Department after Contract Award Date. The Department reserves the right to change or modify after-hour notification procedures during the term of the Contract.

4. The Contractor shall, at the request of the Department, re-direct all notifications from one area/office to another area/office. This re-direction of notifications shall take place within one (1) hour of the original request from the Department. The most common reason for the Department's request will be as the result of a natural disaster, such as an approaching hurricane.
5. The Contractor shall pre-program agency-wide default notification procedures for all Alerts as set by the Department's Director of the Warrants Section. The Contractor shall not allow Parole Officers to change or modify Alert notification procedures; such changes will be executed only upon the written approval of the Department's Director of the Warrants Section or designee.
6. The Department reserves the right to revise Alert notification methods and procedures during the term of the Contract.
- I. The Contractor shall provide, to each Parole Office and/or other locations specified by the Department, an orientation video/DVD that is directed towards the Clients. The video/DVD shall address the equipment, purpose and maintenance of the equipment, cause of Alerts and responding to the Alerts, at a minimum.
- J. The Contractor's System shall allow Department staff to enter a starting point and an ending point and automatically map the Client's route.
- K. The Contractor shall utilize the technology to interpret and detect the Client's GPS movement pattern. If the Contractor's software detects a deviation from the GPS movement pattern, an Alert shall be sent to the Department.
- L. The Contractor's System shall route the Clients around all schools, parks, playgrounds, daycare centers or any other place where children seventeen (17) years of age or younger would commonly gather.
- M. The Department desires technology that provides indoor tracking of a Client within a multi-level building or structure and identifies the elevation of the Client.
- N. The GPS monitoring equipment shall allow Parole Officers to program Client schedules and Inclusion and Exclusion Zones.
- O. The GPS Monitoring System shall have the capability of accepting programmed schedule changes made by the Central Monitoring Station staff or the Parole Officer immediately following entry into the System.
- P. It is preferred the Contractor develops technology to prevent jamming/interference of the GPS signal.

**C.3.8 GPS Monitoring Performance Requirements**

The GPS Monitoring System shall:

- A. Allow the Parole Officer to create, modify, monitor and enforce the Client's schedule on a continuous twenty-four (24) hour, seven (7) days a week basis.
- B. Allow the Parole Officer to identify and pre-program Inclusion and Exclusion Zones that map and establish the location of the Client.

The Contractor shall provide the appropriate number of Transmitters that can be attached to the Client's ankle, a PTU which can be installed on the telephone land-line in the Client's residence, and a cellular PTU which can be installed in the Client's residence, if applicable, when telephone Service is not available. The Contractor shall provide a Central Monitoring Station that houses a host computer System dedicated exclusively to the Department, at a secure location capable of receiving, storing and disseminating the data generated by the monitoring equipment. The Contractor shall also provide web-based software capable of receiving and storing Real Time and historical monitoring information for the Department's use.

**C.3.9 GPS Monitoring Equipment Requirements****A. PTU**

1. The Contractor shall provide a PTU that has the ability to communicate with the Central Monitoring Station and the Contractor's web-based software.
2. If the PTU is comprised of more than one (1) piece, it shall be small (no larger than 12" x 11" x 3"), lightweight (no more than five (5) lbs.) and portable (provides options to wear as a waist/back pack, a tote that can be shoulder or hand carried, or a secure belt clip). If the PTU is a one (1) piece unit, it shall be lightweight and will not interfere with the Client's mobility.
3. The PTU shall include all equipment components to provide a complete and effective tracking/monitoring System.
4. The PTU shall feature multiple levels of Alert detection capable of detecting tampering with any of the components within the unit, physical distance Alert, and disassembly of any of the components comprising the PTU. Upon occurrence, Alerts shall be detected by the PTU within one (1) minute of the Client entering the range of the PTU.
5. If the PTU is comprised of more than one (1) piece, it shall have an adjustable range of distance from the Transmitter, with the setting to be determined by the Department. The minimum signal range shall be approximately fifty (50) feet, and the maximum signal range shall be approximately one hundred and fifty (150) feet.
6. The PTU shall have the following capabilities:
  - a. Can be programmed by the Parole Officer with Client schedules and Inclusion and Exclusion Zones. The Inclusion and Exclusion Zones shall have the ability to be modified to different shapes and sizes;
  - b. Accept programmed schedule changes made by the Central Monitoring Station staff or the Parole Officer immediately following entry into the System;
  - c. Can be queried at any time to ascertain the Client's travels and current location;

- d. Send an Alert to the Central Monitoring Station when interruption or absence of GPS signal occurs for a period of fifteen (15) cumulative minutes within one (1) hour if the PTU is in motion. If or when the GPS signal is restored, a subsequent Alert shall be generated to the Central Monitoring Station;
  - e. If applicable, monitor signals that gauge the distance between the Transmitter and the PTU at all times. The PTU shall have the ability to be configured to Alert the Client, the Parole Officer and the Central Monitoring Station when the allowable distance between the Transmitter and the PTU has been exceeded; and
  - f. Receive messages from the Parole Officer generated from the web-based software (e.g., Alerts the Client of zone Alert).
7. The PTU shall have a battery life of at least twenty-four (24) hours in use. The PTU shall include a battery charger with the capability to fully recharge the PTU's battery from an AC power source in a maximum of six (6) hours.

## **B. Ankle Transmitter Device**

1. The Contractor shall provide a tamper-resistant Transmitter that can be attached to the Client's ankle. The Transmitter shall be capable of being attached to the Client in such a manner that efforts to tamper with or removal of the Transmitter are detected and reported immediately.
2. The Transmitter case shall be hypoallergenic, sealed, shock resistant, water and moisture-resistant, and function reliably under normal atmospheric and environmental conditions of approximately zero (0°) to one hundred and thirty-five (135°) degrees Fahrenheit.
3. Transmitters shall have the ability to be programmed and transmit its signal to any PTU to which it has been paired with remotely or on-site.
4. Transmitter straps shall be hypoallergenic, disposable after each use and replaceable for sanitary measures. Replacement of Transmitter straps shall not jeopardize the integrity of the Transmitter.
5. The Transmitter shall not pose a safety hazard, nor unduly restrict the physical activities of the Client.
6. The Transmitter shall emit an individually coded signal and begin emitting a signal to the PTU within sixty (60) seconds of battery installation.
7. The Transmitter shall be designed to prevent tracing or duplication of its signal.
8. The Transmitter shall be FCC approved for home use.
9. The Transmitter shall weigh five (5) ounces or less.
10. The Transmitter straps must be sizeable.
11. The Transmitter shall be easily installed, with a minimal training requirement.
12. The Contractor shall provide all tools and training needed to install and replace the Transmitter and straps. The Contractor shall provide replacement straps at no additional cost to the Department.
13. The Contractor shall provide all cleaning supplies necessary for proper sanitary cleaning of the Transmitter.
14. The Transmitter must be on-site or remotely programmable.
15. The straps, pins, tamper plugs, etc., used shall not be available to the general public.
16. The Transmitter batteries shall be on-site replaceable or replaceable by the Contractor.
17. At least seven (7) days prior to battery failure, the Transmitter shall emit a low battery Alert that is reported to the Central Monitoring Station.

18. The Transmitter battery shall have a minimum of nine (9) to twelve (12) months active life and a two (2) year shelf life. The Contractor shall supply extra Transmitters to compensate for the battery life.
19. The Transmitter shall feature multiple levels of tamper detection capable of detecting disassembly of the Transmitter case and/or cutting or circumventing the Transmitter strap.
20. The Transmitter shall be capable of storing and recording a tamper event that occurs out of range of the PTU.
21. The Transmitter shall be resistant to water, corrosion, chemical solvents and detergents.

### **C.3.10 Spare GPS Monitoring Equipment/Equipment Maintenance/Liability**

- A. The Contractor shall provide a minimum of 30% spare GPS monitoring equipment and a minimum of 20% spare Transmitters at no additional cost to the Department. The spare equipment provided shall be a minimum of 30% of the particular equipment. For sites with less than six (6) GPS devices or Transmitters in In-Service Status, the Contractor shall provide at least one (1) GPS device and two (2) Transmitters for the spare equipment inventory. The HPRU shall be allowed to maintain any amount of spare GPS monitoring equipment. This equipment shall not be counted towards the overall spare equipment for the Department. Spare units shall be housed within the Department office(s) located throughout the State. Spare allowance shall be calculated for a minimum of 30% spare equipment on a weekly basis, date and time to be determined prior to the Service Commencement Date. Spare equipment shall be determined on an office by office basis. Spare equipment will be used in conjunction with the monthly report listing the Transmitters that are scheduled to be replaced due to the battery life ending.
- B. Spare equipment should be used when the regular equipment becomes inoperable or unavailable for Department use, and for new releases. Spare equipment requested by the Department shall be received within five (5) business days of the request, unless identified as an emergency request by the Department. The Department shall make Payment to the Contractor at the rate specified in Section B.2 when the use of spare equipment is forced due to demand beyond unit allocation.
- C. The Contractor shall maintain Transmitters and PTUs in good operating condition and arrange for prompt repair or replacement of malfunctioning equipment at no additional cost to the Department. When returning malfunctioning GPS monitoring equipment or Communication Devices the Department will specify the nature of the problem and cause (if known). In the event of malfunction, unless identified as an emergency, the Contractor shall be responsible for providing replacement or approved substitute equipment or Communication Devices to Department offices within five (5) business days of notice from the Department. The Contractor shall replace Communication Devices within one (1) business day of request. The Contractor shall pay all shipping and handling costs relative to the return, repair, or replacement of malfunctioning GPS monitoring equipment and Communication Devices.
- D. The Contractor shall replace lost, stolen or damaged Transmitters and HMUs within five (5) business days of the Department's request, unless identified as an emergency, at no

additional cost to the Department. The Department will not pursue criminal action or file theft charges against the Client if a PTU or Transmitter is not recovered or maliciously damaged. The Contractor shall maintain lost equipment records for no less than two (2) years. In the event a Communication Device is stolen while in the possession of Department personnel, a copy of the police report detailing the theft will be provided to the Contractor.

- E. The Department shall determine whether an equipment request is considered an emergency. Emergency equipment and all Communication Devices shall be received within one (1) business day of the request.
- F. The Contractor agrees to assume complete responsibility for all real and tangible personal property used by the Department or the Contractor in the delivery of Services pursuant to this Contract. The Department will not be liable for any property damage or loss resulting from the use of equipment or Services provided by the Contractor.
- G. The Contractor shall submit a contingency plan that details their plan to ensure the supply of equipment is not disrupted before, during, or after a catastrophic event. In the event the plan calls for the pre-placement of equipment in Texas, the allocated equipment shall not be considered spare equipment; such equipment will be provided at no charge to the Department.
- H. The Contractor will be responsible for all losses due to the Department's negligence subject to the right to cancel the Contract discussed below. For the purposes of this Contract, negligence is defined as the Department's failure to make a loss report regarding the equipment provided by the Contractor. The Department's preparation of a loss report shall be evidence that the Department was not negligent.

If the Contractor experiences loss due to the Department's negligence in excess of 5% (determined by the number of units of all equipment in use during said period) as averaged over any consecutive six (6) month period:

- 1. The Contractor will provide the Department with written notice of the Department's negligent equipment loss;
  - 2. The Department will have a two (2) month period to reduce the negligent equipment loss so that such loss is not greater than 5% for said two (2) month period; and
  - 3. If the Department fails to reduce said negligent equipment loss to 5% or less during said two (2) month period, the Contractor may terminate the Contract by following Section I.3.9, Default by the Department.
- I. The Program Supervisor or designee shall generate or approve all equipment orders, with the exception of consumables such as pin trays, tamper plugs, straps, sleeves, telephone cords, Communication Device batteries, etc., in writing to the Contractor. Department staff in each designated GPS monitoring location may submit written orders for consumables directly to the Contractor. The Contractor shall mail all equipment and consumables directly to the Parole Office designated on the written order. The Program Supervisor will formalize equipment order procedures and determine which items shall be considered consumables with the Contractor prior to the Service Commencement Date.



- J. The Contractor shall provide additional GPS monitoring equipment as needed, taking into account current inventory and allotted spares, to accommodate projected releases from the Department's Correctional Institutions Division, within forty-eight (48) hours of notice.

#### **C.3.11 RF and GPS Central Monitoring Station-Host Computer Hardware/Software Requirements**

- A. The Central Monitoring Station shall have a back-up data storage device (e.g., streaming tape drive or equivalent) capable of full System back-up that does not interrupt normal operations. Back-up procedures shall be accomplished at least once every twenty-four (24) hours, and data shall be stored off-site in a secure, fireproof storage facility.
- B. In the event of a power outage, the Central Monitoring Station shall have a back-up power source that provides an uninterruptible power supply. The Contractor shall have its own exclusive generator powered by non-electrical fuel that shall supply the power necessary to support the Central Monitoring Station and the essential functions of the monitoring facility for an indefinite period of time.
- C. The entire hardware platform comprising the Central Monitoring Station shall be fully redundant and run concurrently with the back-up System. The back-up System shall "mirror" the primary System and be a "hot standby."
- D. The Central Monitoring Station shall maintain back-up telephone Service with a secondary telephone provider, and shall utilize such Service when any portion of the primary Service becomes inoperable.
- E. The Contractor shall provide a contingency plan and equipment at no additional cost for movement to a back-up monitoring System in the event the Contractor's primary telecommunications, Central Monitoring Station's host computer hardware, software, communication processor, internet service, or peripheral devices malfunction. The Contractor shall move the monitoring of the Clients to the back-up System if malfunction in the primary System cannot be corrected within two (2) hours of occurrence.
- F. The System shall have security measures in place to prevent hacking by using suitable operating System language(s) and multi-layered login passwords for the Contractor and authorized Department personnel who add, edit and delete Client information.
- G. The Contractor shall assign unique Department staff and office identification numbers for each staff member and office. When Department staff or office designation changes, the identification numbers shall be retired and retained in the Contractor's System for a period of five (5) years after expiration of the Contract.
- H. The Contractor shall provide a transaction log of all Client Alerts and actions taken.
- I. The Contractor shall recognize and notify the Central Monitoring Station of Client Alerts (as defined in Sections C.3.2.C and C.3.7.B) as they occur (Real Time).
- J. The Contractor shall provide ad hoc reports in the format requested by the Department.

- K. The Contractor shall notify the Central Monitoring Station staff within one (1) minute of the occurrence of Alerts and tamper conditions.
- L. The Contractor shall record the actual time and date of occurrence and time of receipt of all Alerts and status changes.
- M. The Contractor shall accept and process schedule changes made by the Central Monitoring Station staff or the Parole Officer immediately following entry into the System.
- N. The Contractor shall allow up to ten (10) scheduled Inclusion Zones within a twenty-four (24) hour period (GPS monitoring only).
- O. The Contractor shall allow each day of the week to be programmed with a unique schedule of times and zones, and allow daily changes to be made at any time.
- P. Contractor shall provide for one thousand (1,000) Zones per Offender with a one-piece device, one hundred (100) for a two-piece device with the ability to increase Zones as technology improves or changes in accordance with Industry Standards. Further, 3M Electronic Monitoring, Inc. agrees to implement an engineering change for the Department to increase two-piece support to one thousand (1,000) Zones within eight (8) months (beginning September 1, 2014) or before to accommodate the Department's desire to have one thousand (1,000) exclusion Zones.

#### **C.3.12 RF and GPS Monitoring Web-Based Software**

- A. Access for Department staff can be accomplished via the internet over the Department's Wide Area Network (WAN). The web-based software shall allow the Department to enroll Clients, enter and revise monitoring information, enter case notes, and disconnect Clients from the RF/GPS Monitoring Systems from personal computers located in Parole Offices or Communication Devices.
- B. The Program Supervisor's access and the Central Command Center's access shall allow for statewide monitoring of all Client activities and standard report queries, and current and past Client monitoring data.
- C. The Contractor shall have the ability to convert monitoring information to include case notes and schedules that have been entered by Department staff into the Department's OIMS.

#### **C.3.13 Training, Account Management and Vacant Positions**

- A. The Contractor shall provide initial training, at no additional cost to the Department, for Department staff in designated RF and/or GPS monitoring locations concerning the following:
1. Operation and installation of the monitoring equipment;
  2. System software navigation and capabilities;
  3. Interpretation and processing of Alert notification; and
  4. Interpretation of required reports and trouble-shooting.

- B. The training shall take place at a location determined by the Department. Ongoing training for Department staff shall be provided by the Contractor at no additional cost to the Department. Such training shall occur at a frequency determined by the Department and shall be coordinated and delivered by the Contractor and the Program Supervisor or designee. The Contractor shall develop a Department approved instructional booklet about the use of the monitoring equipment for the Client and his/her family.
- C. The Contractor shall assign an employee(s) paid by the Contractor as a trainer to provide adequate training to Department staff regarding the maintenance, use, and care of the RF and/or GPS Monitoring System(s) equipment. Such employee(s) shall be knowledgeable of all equipment and System capabilities, functions and the operation of the Central Monitoring Station.
- D. The Contractor shall provide a Department approved Inventory Control Plan detailing procedures for maintaining an accurate inventory of all equipment relative to the RF and/or GPS Monitoring Systems and Services for this Contract. Subsequent changes to the Inventory Control Plan after Contract award shall be approved by the Department prior to implementation of the changes.
- E. The Contractor shall designate at least one (1) full-time employee, approved by the Department and located in Texas, whose sole duty shall be to manage and Service the Department's account resulting from this Contract (see Section G.2.4). The Contractor shall furnish a current resume, biographical sketch, and Texas Crime Information Center (TCIC)/National Crime Information Center (NCIC) records check for their proposed Project Manager(s). The Department must approve all person(s) designated as Project Manager(s) for the Contract Term. The Contractor shall not hire any Project Manager(s) without prior written approval by the Department.
- F. Project Manager(s) shall serve as the central point-of-contact for Department staff and be responsible for the following:
  - 1. Providing training to Department staff;
  - 2. Providing technical assistance;
  - 3. Reviewing monitoring and equipment performance;
  - 4. Resolving issues and ensuring customer satisfaction;
  - 5. Providing customer support to include on-site visits to Department offices;
  - 6. Facilitating the implementation of the monitoring program and any subsequent changes approved, required and/or requested by the Department; and
  - 7. Attend any court hearings, preliminary hearings, and revocation hearings, if instructed, at no cost to the Department.
- G. The Contractor shall provide a training manual for Department staff that includes all pertinent information relative to the monitoring System(s) equipment and operations.
- H. It is understood and agreed that a Position Vacancy, as defined in the Definitions, may occur in staff positions required by this Contract (Project Manager, operators and monitoring/customer service specialists). A vacancy does not occur when an employee is temporarily absent due to vacation, sick leave, or other temporary leave conditions. Such

other temporary leave conditions shall include employee participation in professional conferences or in-service training, as long as the temporary leave does not exceed a period greater than two (2) weeks per calendar year. (Prior to the Project Manager's temporary leave, the Contractor shall provide written notice to the Department outlining the reason for the leave, expected duration of leave, and who will be overseeing the duties of the Department's assigned Project Manager in the absence of the Project Manager.) The Contractor shall notify the Program Supervisor in writing by the last day of the month of each vacant position, the date the position became vacant, the employee's name that previously held the position, and the monthly salary paid to the previous employee. The Contractor shall exercise due diligence and attempt to fill vacant positions within thirty (30) days. Due diligence is defined as the degree of care ordinarily exercised by a reasonable and prudent person under the particular circumstances. In the event the Contractor determines a position is likely to remain vacant longer than thirty (30) calendar days, the Contractor shall immediately notify the Program Supervisor of that fact and provide evidence of the due diligence that has been exercised. The Department shall be informed of any leave of absence, disciplinary actions, or change in personnel and any replacement personnel shall require written approval for employment from the TDCJ-PD, Director of the Warrants Section or designee.

#### **C.3.14 RF and GPS Monitoring Compliance Standards**

- A. The Contractor shall comply with compliance standards and the measurement of such standards as outlined in Exhibit J.3. The Contractor shall conduct business and provide Services in a manner necessary to achieve the stated performance output. Failure to meet compliance standards may result in adjustments to Contractor Payments. Performance output and Payment adjustments will be calculated on a quarterly basis. The Department will notify the Contractor prior to making any invoice adjustments. Per Section I.3.3, adjustments will not be made where failure to meet acceptable performance output arises from causes beyond the control and without fault or negligence of the Contractor.
- B. The Contractor shall provide a Quarterly Compliance Standard Report with date of request and estimated date of completion of all action items to the Program Supervisor or person designated by the Department by the thirtieth (30th) calendar day of the month, following the end of each Quarter. The Contractor shall utilize the state's Fiscal Year (i.e., December 30, March 30, June 30 and September 30) in the completion of this report.
- C. The Contractor shall provide an Annual Compliance Standard Report to the Program Supervisor or person designated by the Department, by the forty-fifth (45th) calendar day after the end of each Fiscal Year of the Contract period.

## SECTION D - REQUIRED REPORTS

## D.1 REPORTS REQUIRED FROM CONTRACTOR

REPORTS AND DATA		
DUE DATE	REPORT ITEM	AUTHORITY
<b>DAILY</b>		
Daily	Daily Monitoring Reports	Contract, Sections C.3.1.L and C.3.6.L
Daily	Daily Utilization by Site Report	Contract, Sections C.3.1.L.9 and C.3.6.L.10
<b>WEEKLY</b>		
Weekly	Weekly Spare Report	Contract, Sections C.3.1.L.5 and C.3.6.L.17
Weekly	Weekly Shipped Report	Contract, Sections C.3.1.L.8 and C.3.6.L.9
Weekly	Weekly Equipment In-Use Report	Contract, Sections C.3.1.L.10 and C.3.6.L.5
Weekly	Weekly Equipment Returned Report	Contract, Sections C.3.1.L.15 and C.3.6.L.16
Weekly	Weekly Alert Summary Report	Contract, Sections C.3.1.L.32 and C.3.6.L.41
Weekly	Weekly Drive-By Receiver Report	Contract, Section C.3.1.L.34
Weekly	Weekly Active/Inactive Client Report	Contract, Sections C.3.1.L.35 and C.3.6.L.44
<b>MONTHLY</b>		
Monthly	Monthly Utilization by Site Report	Contract, Sections C.3.1.L.9 and C.3.6.L.10
Monthly	Monthly Drive-By Receiver Report	Contract, Section C.3.1.L.34
Monthly	Monthly Active/Inactive Client Report	Contract, Sections C.3.1.L.35 and C.3.6.L.44
Monthly	Monthly Lost/Stolen Equipment Report	Contract, Sections C.3.1.L.36 and C.3.6.L.45
Monthly	Monthly HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report	Contract, Section H.2.2 and Exhibit J.2
<b>QUARTERLY</b>		
Quarterly	Quarterly Compliance Standards Report	Contract, Section C.3.14.B and Exhibit J.3
<b>ANNUAL</b>		
Annual	Annual Compliance Standards Report	Contract, Section C.3.14.C and Exhibit J.3

The Department reserves the right to request additional reports that may be considered ad hoc reports, as deemed necessary during the course of this Contract.

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION AND ACCEPTANCE OF SERVICES**

The Department has the right to inspect and test all Services called for by this Contract, to the extent practicable at all times and places during the Contract Term. The Department shall perform inspections in a manner that will not unduly interfere with the Contractor's performance of Services. The Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Contract price, all reasonable assistance for the safe and convenient performance of these duties.

The Department has the right, subject to limitations provided by law with respect to rights of privacy, from time to time to reasonably prompt access and to examine all records of the Contractor, including all financial books and records, maintenance records, employee records including time and attendance records, and Offender records and any and all records and documents generated by the Contractor and its subcontractors in connection with the performance of this Contract.

If, subject to the outcome of an audit, it is determined that the Contractor is in non-compliance with any provisions of this Contract and/or that money is owed to the Department by the Contractor, then the Department may exercise its rights of recovery of money owed as authorized in Section G.3.6 of this Contract.

If any of the Services are non-compliant with the Contract requirements, the Contractor shall be notified describing specific areas of non-compliance. The Contractor shall have a twenty (20) day period to file a written response detailing corrective action(s) taken to address all such items of non-compliance. The response must include supporting documentation which verifies execution of corrective action(s) taken. Unless otherwise specified, or previously agreed to by the Department, the submission of a corrective action plan shall not be accepted as corrective action. For all items of non-compliance satisfactorily resolved by agreement between the Contractor and the Department, no further action regarding such items shall be taken. If an item of non-compliance cannot be resolved between the Contractor and the Department, and such item remains uncorrected for a period of twenty (20) days or longer after written notification to the Contractor, then such item may be declared to be an Event of Default.

### **E.2 MONITORING CRITERIA**

The Department, in coordination with the Contract Monitor shall devise its own procedures for monitoring the quality of the Contractor's performance under this Contract. The Contractor shall cooperate fully with the Department and the Contract Monitor in obtaining the requisite information needed to complete such audits and to assess the quality of the Contractor's performance. Monitoring may include, but is not limited to, monthly and interim audits conducted by the Contract Monitor, unannounced visits at any time, and annual and special audits conducted by Authorized Representatives of the Department. Such monitoring by the Department shall not relieve the Contractor of any of its obligations under this Contract.

The Contract Monitor and other Department staff shall provide written findings regarding non-compliant conditions, processes, procedures, and observations that could, if not addressed by the Contractor, become an item of non-compliance as described in Section E.1.

**E.3 INSPECTION BY STATE EMPLOYEES**

The Contractor shall allow at all times employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, as well as any other Persons designated by the Department and the Texas Board of Criminal Justice to monitor the delivery of Services.

**E.4 AUTHORITY TO AUDIT**

The Contractor understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. The Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested.

The Contractor shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards. The Contractor shall reimburse the State of Texas for all costs associated with enforcing this provision.

See Section H.13, Books and Records, concerning record retention.

**E.5 AUDITS BY OTHER AGENCIES**

Upon receipt of audit or monitoring reports pertaining to the provision of Services under this Contract that are conducted by agencies or organizations other than the Department, the Contractor shall provide copies thereof to the Department within thirty (30) days. The Contractor shall provide to the Department copies of responses to audit or monitoring reports within seven (7) days of issuance. Audit or monitoring reports shall include allegations or complaints involving Services or the Contractor and its employees (including consultants, independent contractors and their employees and agents and volunteer workers).

**E.6 FRAUD, WASTE OR ABUSE**

In accordance with Texas Government Code, Chapter 321, the State Auditor's Office (SAO) is authorized to investigate specific acts or allegations of impropriety, malfeasance, or nonfeasance in the obligation, expenditure, receipt or use of state funds. If there is a reasonable cause to believe that fraud, waste or abuse has occurred at this agency, it can be reported to the SAO by calling 1-800-892-8348 or at the SAO's website at [www.sao.state.tx.us](http://www.sao.state.tx.us). It can also be reported to the TDCJ Office of the Inspector General at 1-866-372-8329, the TDCJ Internal Audit Division at 512-406-5935, or Crime Stoppers at 1-866-832-8477.

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 PERIOD OF PERFORMANCE**

The Contract will consist of a Base Period of two (2) years (September 1, 2014 through August 31, 2016) and two (2) additional two (2) year renewal Option Periods (September 1, 2016 through August 31, 2018 and September 1, 2018 through August 31, 2020).



**SECTION G - CONTRACT ADMINISTRATION****G.1 CLAUSES INCORPORATED BY REFERENCE**

This Contract incorporates one (1) or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contract Administrator will make their full text available.

Texas Government Code, Chapter 2155, Purchasing – General Rules and Procedures;  
Texas Government Code, Chapter 2251, Payment for Goods and Services; and  
Texas Government Code, Chapter 2260, Resolution of Certain Contract Claims against the State.

**G.2 AUTHORITY – AUTHORIZED REPRESENTATIVE, CONTRACT ADMINISTRATOR, CONTRACT MONITOR, PROJECT MANAGER AND PROGRAM SUPERVISORS****G.2.1 Authorized Representative**

In the case of the Contractor, its President or any Vice President shall designate the Authorized Representative in writing. The designation of the Contractor's initial Authorized Representative shall be delivered to the Department no later than the effective date of this Contract. The Contractor's Authorized Representative may designate other Persons to assist such Authorized Representative in the performance of certain obligations required by this Contract. In the case of the Department, the Executive Director is hereby designated as its Authorized Representative. The Executive Director has designated the Chief Financial Officer to act in his/her behalf on matters requiring signature approval of the Authorized Representative. The TDCJ-PD, Director of the Warrants Section has been designated as the Authorized Representative to act on behalf of the Chief Financial Officer on all matters pertaining to the daily operations of these Services as outlined in this Contract. The Department's Authorized Representatives may designate other Persons to assist such Authorized Representatives in the performance of certain obligations of this Contract. At any time any party may designate any Person as its Authorized Representative by delivering to the other party a written designation signed, if on behalf of the Contractor by its President or any Vice President, or if on behalf of the Department by the Executive Director. Such designations shall remain effective until new written instruments are filed with or such notice is given to the other party that such designations have been revoked.

The Department's Authorized Representative (the Executive Director) or his/her designated representative (Chief Financial Officer) is the only Person authorized to make or approve changes in any of the requirements of this Contract, and notwithstanding any clauses contained elsewhere in this Contract, the said authority remains solely with the Executive Director or his/her designated representative. In the event the Contractor makes any change at the direction of any Person other than the Executive Director or his/her designated representative, the change will be considered to have been made without authority and no adjustment will be made in the Contract price to cover any increase in cost incurred as a result thereof.

**G.2.2 Contract Administrator**

The Contract Administrator is responsible for general administration of this Contract, negotiation of any changes and issuance of written changes/modifications to this Contract. The Department, without prior notice to the Contractor, may at its discretion replace/reassign the Contract Administrator. The Contractor will be notified of the change. The Contract Administrator for this Contract is:

Lisa Allbright, CTPM  
Texas Department of Criminal Justice  
Contracts and Procurement – Information Technology, Construction and Utilities Branch  
Two Financial Plaza, Suite 525  
Huntsville, Texas 77340  
Phone: (936) 437-7063  
Fax: (325) 223-0310  
E-mail: [lisa.allbright@tdcj.state.tx.us](mailto:lisa.allbright@tdcj.state.tx.us)

**G.2.3 Contract Monitor**

The Department will designate a Contract Monitor to review and approve invoices submitted by the Contractor. The Contract Monitor will be a full-time employee of the Department and the Contractor will exercise no control over the monitor.

The Contract Monitor is not authorized to make any representations or commitments of any kind on behalf of the Executive Director of the Department or the State of Texas. The Contract Monitor does not have the authority to alter the Contractor's obligations or to change the Contract specifications, price, terms or conditions.

**G.2.4 Contractor's Project Manager**

The Contractor shall provide a Project Manager for this Contract who shall be responsible for the overall management and coordination of this Contract and shall act as the central point of contact with the Department. The Project Manager shall have full authority to act for the Contractor in the performance of the required Services.

The Contractor shall provide written notice not less than five (5) days prior to any proposed change to the above-designated Project Manager.

**G.2.5 Program Supervisors**

The Department will designate Program Supervisors to review all technical administrative and programmatic requirements of the operating Contract. The Program Supervisors will be full-time employees of the Department and the Contractor will exercise no control over them.

The Program Supervisors are not authorized to make any representations or commitments of any kind on behalf of the Executive Director of the Department or the State of Texas. The Program Supervisors do not have the authority to alter the Contractor's obligations or to change the Contract specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify Contract obligations or the Statement of Work, changes

will be issued in writing and signed by the Executive Director of the Department or his/her designee.

### **G.3 INVOICING AND PAYMENTS**

#### **G.3.1 Payment by Direct Deposit**

It is recommended that the Contractor receive Payments via Electronic Funds Transfer (EFT), also known as Direct Deposit.

Regardless as to whether Direct Deposit is chosen, the Contractor shall submit a completed Vendor Maintenance Direct Deposit and Substitute W-9 Form to the following address:

TDCJ Accounts Payable  
P.O. Box 4018  
Huntsville, Texas 77342-4018

If the Contractor has previously submitted a completed Vendor Maintenance Direct Deposit and Substitute W-9 Form to the Department for another separate contract, another form is not required to be submitted.

In the event the Contractor elects to decline Direct Deposit on the Vendor Maintenance Direct Deposit and Substitute W-9 Form, the Payment will be mailed to the following remittance address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### **G.3.2 Payments**

- A. The Contractor shall invoice the Department for each calendar month, one (1) calendar month in arrears for the amount due for the Services, and the Department shall pay such invoice thirty (30) days after receipt of an accurate Contractor's invoice in accordance with the Texas Prompt Payment Act. The Contractor may offer a prompt payment discount, for example, 1%, fifteen (15) days (refer to page 1, block 7 of this Contract) if the Contractor desires expedited Payment. Prompt payment discounts must also be stated on each invoice.
- B. Payments will not be made more frequently than once each month. The Department will make Payment to the Contractor on the basis of the invoice, approved by the Contract Monitor, of the work performed during the preceding calendar month under this Contract.
- C. The Contractor shall prepare and submit its invoice in a timely manner, i.e., no later than the 15th day of the following month for which Services were performed to:

Elena Hudson  
Texas Department of Criminal Justice  
Parole Division  
8610 Shoal Creek Blvd.  
Austin, Texas 78757

To be considered a proper invoice, it shall include, but not be limited to, the following information:

- 1) Invoice Number and Date;
- 2) Company Name;
- 3) Contract Number;
- 4) Time period invoice covers;
- 5) Remittance/Payment address;
- 6) Payee Identification Number (PIN);
- 7) Contract Line Item Number;
- 8) Description, price, quantity of Services being invoiced;
- 9) Prompt payment discount, if applicable;
- 10) Itemized credits, if applicable;
- 11) Supporting documentation such as certified payroll time sheets, etc.; and
- 12) An affidavit that all payrolls, bills for labor, materials, equipment, or other indebtedness connected with performance of the Contract have been paid or will be paid within ten (10) days after receipt of a Payment or within the period of time required by Texas Government Code, Title 10, Section 2251.022.

- D. The Department reserves the right to suspend Payments, withhold funds or require the return of funds in the case of non-compliance with Department regulations, standards, and policies, including but not limited to, recurring acts of non-compliance with Contract requirements.
- E. Services or expenditures invoiced by the Contractor that cannot be verified will be disallowed. Illegible or incomplete supporting documentation, which cannot be verified, will be disallowed.
- F. Final Payment will be made after completion and acceptance of all work required by the Contract, except however, final Payment shall not be made until after receipt of a Release of Claims. The Contractor shall mark its final invoice to read "FINAL PAYMENT". Acceptance of final Payment shall constitute a waiver of all claims by the Contractor, except those expressly enumerated on the Release of Claims.

### **G.3.3 Deductions for Unacceptable Compliance Standards**

The Contractor shall be required to maintain acceptable compliance standards in various areas as determined by the Department to be important under the Contract. Compliance standards required under this Contract are identified in the Quarterly Compliance Standards (Exhibit J.3). The Contractor's failure to maintain the listed compliance standards will result in a Payment deduction of the amount stated. At the Department's discretion reductions as outlined in Exhibit J.3, Quarterly Compliance Standards may be waived based on mitigating circumstances.

### **G.3.4 Payment of Debt Owed to the State of Texas**

As required by Texas Government Code, §2252.903, the Contractor agrees that any Payments due under a Contract resulting from this solicitation shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments and delinquent child support, until the debt is paid in full. The Contractor shall comply

with the rules adopted by the Department under Texas Government Code, §§403.055, 403.0551, 2252.903 and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

### **G.3.5 Late Payment**

Any amount owed to the Contractor more than one (1) day beyond the date such amount is due as described in Section G.3.2 hereof shall accrue interest each day that such amount is not paid at the rate specified by Texas Government Code, Section 2251.025, provided, however, that this provision shall not excuse failure by the Department to make Payment in strict accordance with this Contract.

### **G.3.6 Right to Offset**

In the event the Department determines that the Contractor owes money to the Department under any contract or purchase order, the Department, upon providing the Contractor with written notice of its intent to offset, shall have the right to withhold monies due the Contractor with respect to this Contract or purchase order or with respect to any contract or purchase order with the Department and apply such monies to the money due to the Department.

### **G.3.7 Annual Financial Disclosure Reports**

- A. The Contractor shall have an annual audit performed by an independent Certified Public Accountant (CPA) and submit to the Contract Administrator the financial reports prepared according to Generally Accepted Accounting Principles and Auditing Standards (GAAP and GAAS) within one hundred twenty (120) calendar days after the end of the Contractor's fiscal year.
- B. In the disclosure of its financial affairs, the Contractor agrees to allow the Department or its representatives access to all its corporate books, to cooperate in any audits thereof and to provide the Department's Contract Administrator with 1 and 2 below:
  - 1. Consolidated financial statements such as are required by GAAP of the Contractor and its affiliates for such year, setting forth in each case in comparative form the corresponding figures for the preceding fiscal year, all in reasonable detail and certified by independent CPA's of recognized standing to the effect that said financial statements fairly present, except as specifically stated, the consolidated financial position and result of operations of the Contractor and its affiliates as of the end of the year for the year involved, and a statement signed by a senior accounting or financial officer of the Contractor that such officer has no knowledge, except as specifically stated, of the occurrence and continuance of any Event of Default or event which, with the time or the giving of notice, or both, would constitute an Event of Default (as defined in Section I.3.1) or, if such circumstance does exist, specifying the nature and extent thereof and the actions proposed to cure same; or
  - 2. Copies of any "management letters" (as that term is understood pursuant to GAAP and GAAS) received by the Contractor following any such audits.

## SECTION H - SPECIAL PROVISIONS

### H.1 INSURANCE REQUIREMENTS

- A. Prior to the approval of this Contract by the Department, the Contractor shall procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to the Department. All insurance coverage is to be provided by insurance carriers permitted to conduct business in Texas. All insurance carriers shall be, at a minimum, rated "A VII" by A.M. Best.
- B. The insurance shall be evidenced by delivery to the Department of certificates of insurance executed by the insurer or its authorized agent stating coverage, limits, expiration dates and compliance with all applicable required provisions.
- C. Upon request, the Department shall be entitled to receive without expense, copies of the policies. Copies and changes to the initial insurance certificates, including extensions, renewals, cancellations and revisions shall be submitted to the Contract Administrator within thirty (30) days of the effective date.
- D. Subject to the Contractor's right to maintain reasonable deductibles, the Contractor shall obtain and maintain in full force and effect for the duration of this Contract and any extension hereof, at the Contractor's sole expense, insurance coverage in the following type(s) and amounts:
  - 1. **Workers' Compensation** with statutory limits; **Employers Liability** with minimum limits for bodily injury:
    - a. By accident, \$1,000,000 per each accident; and
    - b. By disease, \$1,000,000 per employee with a per policy aggregate of \$1,000,000.
  - 2. **Commercial General Liability** insurance including, but not limited to, Bodily Injury/Property Damage and Personal Injury/Advertising Liability limits of \$1,000,000 per occurrence; Medical Expense limit of \$5,000 per person; Products/Completed Operations limit of \$2,000,000 per aggregate; Damage to Premises Rented limit of \$50,000 per occurrence; and \$2,000,000 general aggregate.
    - a. If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than sixty (60) months following completion of the Contract and acceptance by the Department.
    - b. Coverage, including any renewals, shall contain the same retroactive date as the original policy applicable to this Contract. Civil Rights Liability must be provided with the same liability limits. It may be included within the General Liability policy or written on a separate policy.
    - c. Liability coverage shall include coverage for damage to property and injury to persons caused by 3M owned and 3M operated equipment malfunction. The policy shall contain an endorsement to include coverage for the property of third parties

that 3M contractually agrees to provide insurance for at fair market value of the property.

- d. The Department shall be named as an additional insured by using endorsement CG2026 or broader.
- 3. **Business Automobile Liability** insurance covering owned, hired, and non-owned vehicles, with a minimum combined single limit of \$1,000,000 per accident.
- 4. **Professional Liability (including Errors and Omissions)** including coverage for the rendering of, or failure to render, professional services with minimum limits of \$50,000 per occurrence. If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than twenty-four (24) months following completion of the Contract and acceptance by the Department. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to this Contract.

#### **H.1.1 Additional Insurance Requirements**

The Contractor agrees that with respect to the above required insurance, all certificate(s) of insurance will contain and state, in writing, the following required provisions:

- A. Name the Department and its officers, employees and elected representatives as additional insured to the 3M's Commercial General Liability and Automobile Liability policy.
- B. Waive subrogation against the Department, its officers, employees and elected representatives, for bodily injury, property damage or any other loss, to all applicable coverages, under 3M's Commercial General Liability and Worker's Compensation policies.
- C. Provide that the Contractor's insurance is the primary insurance in regards to 3M's operations under this Contract, the Department, its officers, employees and elected representatives.
- D. Ensure that all certificates of insurance identify the service or product being provided and the name of the insured party.
- E. The Contractor through an insurance agent licensed by the State of Texas shall obtain all insurance coverage and an insurance company licensed to issue such coverage in this state shall provide such coverage. No "self-insurance" coverage shall be acceptable. All policies shall include a provision requiring a written notice of cancellation to the Department.
- F. All insurance coverage obtained by the Contractor must be maintained during the Contract Term. No Contract shall be entered into between the Contractor and the Department unless a Certificate of Insurance is received by the date scheduled for the execution of the Contract. Proof of insurance policies must be delivered prior to the Service Commencement Date.

- G. The limits required herein are minimum acceptable. However, these limits are not to be construed as being the maximum any prospective contractor may wish to purchase for their own benefit.
- H. As respect to the total limits of liability required, any combination of primary and/or umbrella coverage may satisfy those totals. However, if an umbrella is used, coverage must be at least as broad as the primary coverage.
- I. If any of the insurance coverage required under this Contract is written on a claims-made basis, the insurance policy must provide an extended reporting period of not less than four (4) years following the completion of all work performed by the Contractor specified in this Contract.

## H.2 SUBCONTRACTORS

The Contractor may subcontract for the performance of any of its responsibilities to provide Services pursuant to this Contract. No subcontract may be entered into unless the Department provides prior written approval, which approval may not be unreasonably withheld. If a subcontractor is deemed to be needed for an event of an emergency nature, verbal approval may be obtained through an authorized Department representative. The Contractor shall submit a written request with supporting documentation for approval, by the Department, as soon as possible. The Contractor shall furnish to the Department copies of all subcontracts, without regard to amount of annual payments. Any arrangement by the Contractor with an affiliate or member company to provide Services under this Contract shall be subject to the subcontractor provisions of this section. No contractual relationship shall exist between the Department and any subcontractor and the Department shall accept no responsibility whatsoever for the conduct, actions or omission of any subcontractor selected by the Contractor. The Contractor shall be responsible for the management of the subcontractors in the performance of their work. A subcontractor may not work directly with the Department in any manner and shall not be included in Contract negotiations, renewals, audits or any other discussions except at the Department's request.

Unless, waived in writing by the Department, the subcontract shall contain the following:

- A. An acknowledgement that the subcontract is subject to the Contract between the Department and the Contractor (the "Master Contract.")
- B. The subcontractor shall agree to comply with the terms of the Master Contract to the extent applicable with respect to goods and Services being provided under the subcontract. It is the intention of the parties of the subcontract that the subcontractor shall "stand in the shoes" of the Contractor with respect to fulfilling the duties and obligations of the Contractor to the Department under the Master Contract.
- C. The Department's approval of a subcontract does not relieve the Contractor of its duty to perform under the Master Contract.
- D. The Department shall be deemed a "third party beneficiary" to the subcontract.
- E. The Contractor shall include the Non-Discrimination clauses in Section I.12 in all subcontracts.



**H.2.1 Insurance**

The Contractor shall require all subcontractors to obtain, maintain and keep in force insurance coverage in accordance with accepted industry standards and this Contract during the time they are engaged hereunder.

**H.2.2 Historically Underutilized Businesses (HUB)**

The Contractor shall make a good faith effort to award necessary subcontracts to HUB's in accordance with Texas Government Code, Sections 2161.181-182, 2161.252(b), and Texas Administrative Code (TAC), Title 34, Part 1, Chapter 20, Subchapter B, Rule 20.11. Pursuant to the Comptroller of Public Accounts (CPA) HUB Rules, TAC, Title 34, Part 1, Chapter 20, Subchapter B, Rules 20.13 and 20.14, the Contractor shall submit a HUB Subcontracting Plan (HSP) as part of the offer submission, as well as make a good faith effort to implement the HSP. The Contractor shall seek written approval from the Department prior to making any modifications to its HSP.

A detailed description of the HSP and required forms to be submitted with the offer submission are included as Exhibit J.2.

The Contractor shall provide notice to all subcontractors of their selection as a subcontractor for this Contract. The notice must specify, at a minimum, this Agency's name, the name of the Contract Administrator, this Contract's assigned Contract number, the subcontracting opportunity the subcontractor will perform, the approximate dollar value of the subcontract and the expected percentage of this Contract's total value that the subcontract represents. A copy of the notice shall be provided to the Contract Administrator no later than ten (10) working days after this Contract is awarded.

The Contractor shall submit to the Contract Administrator on a monthly basis (by the 5<sup>th</sup> day of the following month) the Prime Contractor Progress Assessment Report, which is included as Exhibit J.2.

**H.3 UTILIZATION OF PRODUCTS AND MATERIALS PRODUCED IN TEXAS**

The Contractor shall comply with Texas Government Code, Section 2155.4441 relating to service contract use of products produced in the State of Texas. In performing Services under this Contract, the Contractor shall purchase products and materials produced in the State of Texas when they are available at a price and time comparable to products and materials produced outside of Texas.

**H.4 ORGANIZATIONAL AND NAME CHANGE**

The Contractor shall submit written notification to the Department, within thirty (30) days of any changes in the Contractor's name, address, telephone number, facsimile number and/or e-mail address with an effective date of such change. The Contractor shall submit to the Department a copy of any registration to do business as, "DBA," or "AKA," also known as, and any legal corporate name change filed with the Secretary of State.

## H.5 TRANSITION

Upon termination of this Contract, the Contractor agrees to work with the Department under the Department's management supervision for a period of sixty (60) days, prior to the expiration of the Contract, to ensure an orderly and efficient transition from current Contractor management to Department management (or management by a third party).

## H.6 CRIMINAL HISTORY INFORMATION COMPLIANCE

The parties hereto acknowledge and agree that in order for the Contractor to perform the Services contemplated herein, the Department may have to provide the Contractor with, or the Contractor may have access to, certain information regarding Offenders and former Offenders known as "criminal history information". Criminal history information means information collected about a Person by a criminal justice agency that consists of identifiable descriptions and notations of arrests, detentions, indictments, information and other formal criminal charges and their dispositions. The term does not include information as to convictions, fingerprint information, and driving records. In the event the Department provides the Contractor with criminal history information, the Contractor agrees to comply with the confidentiality requirements of 28 CFR 20, Part 20, Subpart B, Section 20.21; Section 524 (a) of the Omnibus Crime Control and Safe Street Act, 42 U.S.C. 3701, et seq., as amended (the "Act"), Texas Government Code Chapter 411, Section 411.083; and with the FBI Criminal Justice Information Services (CJIS) Security Policy. More specifically, the Contractor agrees and acknowledges as follows:

- A. The Department hereby specifically authorizes that the Contractor may have access to criminal justice history to the extent such access is necessary or appropriate to enable the Contractor to perform the Services contemplated herein.
- B. The Contractor agrees to limit the use of such criminal justice information for the purposes set to herein.
- C. The Contractor agrees to maintain the confidentiality and security of the criminal justice history information in compliance with federal and state statutes, rules and regulations, and return or destroy such information when it is no longer needed to perform the Services contemplated herein.
- D. In the event that the Contractor's employee(s) fails to comply with the terms hereof, the Contractor shall take corrective action with the employee(s). Such corrective action must be acceptable to the Department. An intentional or knowing violation may also result in civil and criminal violations under federal and state laws. Additionally, the Contractor shall submit for the Department's approval, the Contractor's corrective action plan to ensure full compliance with the terms hereof. Until such time as the corrective action plan is approved by the Department, the Contractor shall not be authorized to fill any vacant positions unless special authorization is granted in writing by the Department which authorization shall not be unreasonably withheld.

**H.7 OTHER CONFIDENTIAL OR SENSITIVE INFORMATION**

The parties hereto acknowledge and agree that in order for the Contractor to perform the Services contemplated herein, the Department may have to provide the Contractor with, or the Contractor may have access to, certain information, other than criminal history information, that is confidential pursuant to federal or state laws, rules, or regulations, or that is personal information considered to be "sensitive". The Contractor agrees that such confidential or sensitive information shall only be used for the purpose of performing Services contemplated herein. Such information shall not be disclosed, copied or transmitted for any purpose other than for the performance of Services contemplated herein.

In the event that the Contractor's employee(s) fails to comply with the terms hereof, the Contractor shall take corrective action with the employee(s). Such corrective action must be acceptable to the Department. An intentional or knowing violation may also result in civil and criminal violations under federal and state laws. Additionally, the Contractor shall submit for the Department's approval, the Contractor's corrective action plan to ensure full compliance with the terms hereof. Until such time as the corrective action plan is approved by the Department, the Contractor shall not be authorized to fill any vacant positions unless special authorization is granted in writing by the Department which authorization shall not be unreasonably withheld.

**H.8 STAFFING**

- A. The Contractor shall use only fully trained employees in the performance of the Contract and shall make available upon request training records and qualifications of those employees.
- B. An annual background check shall be conducted on each current employee.
- C. The Contractor shall not employ any Person with a misdemeanor or felony conviction without prior written approval of the Department. This includes any employee with a criminal history who is employed by the Contractor at the time of award. The Contractor shall comply with PD-75 in determining eligibility for employment. The Contractor shall provide the Department with a current list of all employees including position title and whether or not any employee has/had a felony conviction, at the beginning of the Contract period and upon each occurrence. The Contractor shall notify the Department within seventy-two (72) hours of an employee's arrest.
- D. The Contractor shall provide a complete summary of employee fringe benefits to include payroll taxes (employer share of FICA), unemployment insurance, Workers' Compensation insurance, life and health insurance, retirement plans, etc. The total benefits package provided to each employee should also be provided as a percentage of salary.
- E. The Contractor shall have an Affirmative Action Plan outlining Equal Employment Opportunity (EEO) compliance and strategies used to meet goals outlined in the Affirmative Action Plan.
- F. The Contractor shall maintain written personnel policies. The written personnel policies are not subject to approval by the Department but should contain the provisions that are similar to the requirements in the Department's Policy PD-22, General Rules of Conduct and Disciplinary Action Guidelines for Employee.

## **H.9 SECURITY DISCLAIMER**

The Contractor is not providing any security services under this Contract, the Contractor does not make any representations regarding, and the Department assumes all responsibility for, the security readiness, or lack of readiness, of the deliverable(s).

The Services performed by the Contractor will be performed using reasonable care and skill. New technology, configuration changes, software upgrades and routine maintenance, among other items, can create new and unknown security exposures. Computer "hackers" and other third parties continue to employ increasingly sophisticated techniques and tools, resulting in ever-growing challenges to individual computer systems security. It is the Department's sole responsibility to maintain the security of its computer systems and the data contained in them. The Contractor's performance of Services, including, but not limited to, any representation that the Department's computer systems are safe from intrusions or any other security exposures.

## **H.10 WARRANTY DISCLAIMER**

Other than the warranty for the Contractor's Services set forth in this Contract, the Contractor provides no other warranties, whether express or implied, in connection with any Services or deliverables under this Contract, and that all other warranties, including, without limitation, the implied warranty of merchantability and fitness for particular purpose are expressly disclaimed by the Contractor.

## **H.11 DATA PROTECTION**

The Department agrees to allow the Contractor and its entities within its enterprise to store and use the Department's contact information, including names, phone numbers, and e-mail addresses, anywhere the Contractor does business, the Contractor will process (and use) such information in connection with this Contract, and the Contractor reserves the right to provide such information to entities within its enterprise, its contractors, business partners, and assignees for uses consistent with their collective business activities, including communication with the Department (for example, for processing orders, for promotions, and or market research).

## **H.12 USE OF CONTRACT BY LOCAL GOVERNMENT AND STATE AGENCIES**

This Contract is available for use by all local government and state agencies, provided there is no conflict with any applicable statutes, rules, policies or procedures.

This Contract was competitively negotiated and awarded in accordance with applicable State of Texas purchasing statutes, rules, policies and procedures. State agencies may use the prices shown in this Contract to issue their own contract. Arrangements for delivery of goods, including applicable freight charges if outside the original geographic delivery area, are contingent upon mutual agreement of the state agency and the Contractor. The state agency's contract shall reference the Department's contract number and be sent directly to the Contractor.

The terms and conditions set forth herein shall govern all transactions by customers under this Contract. Customers shall not have the authority to modify the terms of this Contract, except as to receive better terms or pricing for a particular procurement than those set forth herein. In such event, the Contractor shall furnish a copy of such better offerings to the Department upon request. No additional term or condition of a contract issued by a customer can modify a term or condition of this Contract. In the event of a conflict between a customer's purchase order and this Contract, this Contract shall prevail.

The customer shall operate a RF or GPS monitoring system/services program as per the requirements, terms and conditions of the established contract. The customer may not deviate from the material requirements of this Contract, as the Contractor is not obligated to perform other than as stated within this Contract.

The customer shall use this Contract exclusively while identified as an authorized user. Should the customer procure RF or GPS monitoring system/services from another provider, its status as an authorized user will be terminated.

The customer shall request service directly from the Contractor.

The customer shall receive and reconcile invoices and client participation reports independent from the Department.

The customer shall work directly with the Contractor in resolving all issues, including by litigation, as they relate to the contract.

The customer shall be invoiced directly by the Contractor and make monthly payments from local funds as per the rates in Section B.2 of this Contract. The Department shall have no obligation to pay the Contractor for monies the customer may owe the Contractor.

The customer agrees to indemnify and hold the Department harmless from any and all of the following, whether the same be actual or alleged: all loss, damage, claims, suits, taxes, liens, penalties, fines, liability and expense (including attorneys' fees) howsoever arising or incurred as a result of this Contract including, but not limited to, damages or injuries or death to persons, or injury to or destruction of property.

### **H.13 BOOKS AND RECORDS**

All records and documents pertinent to the Services contracted hereunder shall be kept for a minimum of five (5) years after termination hereof. If any litigation, claim, or audit involving these records begins before the retention period expires, the Contractor must continue to retain said records and documents until all litigation, claims or audit findings are resolved, meaning that there is a final court order from which no further appeal may be made, or a written agreement is entered into between the Contractor and the Department.

### **H.14 FREE EXERCISE OF RELIGION**

The Contractor is prohibited from substantially burdening an employee's or Offender's Free Exercise of Religion.

**SECTION I – CONTRACT CLAUSES****I.1 AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR**

Funds are not presently available for performance under this Contract beyond August 31, 2015. The Department's obligation for performance of this Contract beyond that date is contingent upon legislative approval and the availability of appropriated funds from which Payment for Contract purposes can be made. No legal liability on the part of the Department for any Payment may arise for performance under this Contract beyond August 31, 2015, until funds are made available to the Department for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Department.

Refer to paragraph two, Section I.3.4, Termination for Unavailability of Funds, for the Department's right to terminate this Contract in the event it is appropriated insufficient funds.

**I.2 ADVERTISING OF AWARD**

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or Service provided is endorsed or preferred by the Department or is considered by the Department to be superior to other products or Services.

**I.3 DEFAULT AND TERMINATION****I.3.1 Default by the Contractor**

Each of the following shall constitute an Event of Default on the part of the Contractor:

- A. A material failure to keep, observe, perform, meet or comply with any covenant, agreement, term or provision of this Contract to be kept, observed, met, performed or complied with by the Contractor hereunder, when such failure continues for a period of twenty (20) days after the Contractor's receipt of written notice thereof;
- B. A material failure to meet or comply with any court order, federal or state requirement or law, when such failure continues for a period of twenty (20) days after the Contractor's receipt of written notification thereof;
- C. A material failure to secure and maintain any required business permits or licenses;
- D. A material failure to comply with all Department Policies for which the Contractor has been expressly required to comply and for which the Contractor has not received a prior written waiver from the Department, when failure continues for a period of twenty (20) days after the Contractor's receipt of written notice thereof;
- E. Insolvency of the Contractor as evidenced by any of the following occurrences: (1) its inability to pay its debts; (2) any general assignment for the benefit of creditors; (3) any decree or order appointing a receiver or trustee for it or substantially all of its property to be entered and, if entered without its consent, not to be stayed or discharged within sixty (60) days; (4) any proceedings under any law relating to bankruptcy, insolvency, or the

reorganization or relief of debtors to be instituted by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days; or (5) any judgment, writ of attachment or execution, or any similar process to be issued or levied against a substantial part of its property which is not released, stayed, bonded, or vacated within sixty (60) days after issue or levy;

- F. The discovery by the Department that any statement, representation or warranty in this Contract is false, misleading, or erroneous in any material respect; or
- G. A failure by the Contractor to comply with contractual terms and conditions, resulting in a breach of security or health and safety standards. This Event of Default may result in the immediate termination of this Contract.

### **I.3.2 Further Opportunity to Cure**

If an Event of Default of the type specified in Section I.3.1 occurs and the Contractor reasonably believes that such Event of Default cannot be cured within the twenty (20) days allowed in Section I.3.1 but that such Event of Default can be cured through a diligent, ongoing and conscientious effort on the part of the Contractor, within a reasonable period not to exceed three (3) months, unless extended by the Department, then the Contractor may, within the twenty (20) day cure period, submit a detailed plan for curing the Event of Default to the Department. Upon receipt of any such plan for curing an Event of Default, the Department shall promptly review such plan and at its discretion, which must be reasonable in the circumstances, may allow, or not allow, the Contractor to pursue such plan of cure. The Department's decision will be communicated in writing to the Contractor. The Department agrees that it will not exercise its remedies thereunder with respect to such Event of Default for so long as the Contractor diligently, conscientiously, and timely undertakes to cure the Event of Default in accordance with the approved plan. If the Department does not allow the Contractor an extension of the cure period, the twenty (20) day time period will be tolled during the period of time the request is pending before the Department.

### **I.3.3 Remedy of the Department**

When an Event of Default by the Contractor has been determined to exist, the Department's Authorized Representative will notify the Contractor of such Event of Default, and subject to the provisions of Section I.3.2, the Department will have the right to pursue any remedy it may have by law or in equity including, but not limited to:

- A. Reducing its claim to a judgment;
- B. Taking action to cure the Event of Default, in which case the Department may offset against any Payments owed to the Contractor all reasonable costs incurred by the Department in connection with its efforts to cure such Event of Default;
- C. Withholding of funds as authorized in Section G.3.3; or

**D. Exercising a Termination for Default.**

1. In the event of Termination for Default the Department shall offset against Payments owed to the Contractor any reasonable amounts expended by the Department to cure the Event of Default.
2. The Department will have no further obligations to the Contractor after such termination and the Contractor shall comply with Section H.5 with respect to the Transition to new management.
3. The Department may also acquire, in the manner the Department considers appropriate, Services similar to those terminated and the Contractor will be liable to the Department for any increase in costs for those Services.
4. The Contractor shall not be liable for any increase in costs if the failure to perform the Contract arises from and without the fault and negligence of the Contractor as follows: (a) acts of God or of the public enemy; (b) acts of the State in either its sovereign or contractual capacity; (c) fires; (d) floods; (e) epidemics; (f) quarantine restrictions; (g) strikes; (h) freight embargoes; and (i) unusually severe weather.

In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor, the burden of proof which is the Contractor's responsibility.

**I.3.4 Termination for Unavailability of Funds**

The payment of money by the Department or the State under any provisions hereof is contingent upon the availability of funds appropriated by the Legislature to an agency or department of the State to cover the provisions hereof. Neither the State, the Department, nor its elected officials, officers, employees, agents, attorneys or other individuals acting on behalf of the State, make any representations or warranty as to whether any appropriation will, from time to time during the Contract Term, be made by the Legislature of the State.

In the event State funds for this Contract become unavailable due to Non-appropriation, the Department will have the right to terminate the Contract without penalty.

The Contractor acknowledges that the Department does not receive a "line item appropriation". If the funds appropriated are not sufficient to pay for the Department's operating expenses, contractual obligations and other financial obligations, the Department, in its sole discretion, will determine what operating expenses, contractual obligations and other financial obligations it will pay. In the event the Department determines it was not appropriated sufficient money, the Department may terminate this Contract without paying the Contractor any additional money or penalty; provided that the Department will pay the Contractor for obligation that occurred up to the time of termination.

**I.3.5 Non-Appropriation Effect and Remedy**

An event of Non-appropriation shall not cause the Department to be in default hereunder, but upon any such event of Non-appropriation, this Contract shall automatically terminate as of the last day of the fiscal period for which appropriations have been made.



**I.3.6 Termination for Convenience**

The Department may, in its sole discretion, terminate this Contract with or without cause, by providing the Contractor with sixty (60) days prior written notice of such termination.

**I.3.7 Termination by Mutual Agreement**

The parties may terminate this Contract by mutual agreement, the terms of which shall be set forth in writing.

**I.3.8 Termination Procedures**

Upon Termination for Default, Termination for Convenience, Termination by Mutual Agreement or Termination for Unavailability of Funds as heretofore mentioned, the following procedures will be adhered to:

- A. The Department will immediately notify the Contractor in writing specifying the effective termination date.
- B. After receipt of the Notice of Termination, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:
  - Place no further subcontracts or orders in support of this Contract;
  - Terminate all subcontracts; and
  - Cancel all orders as applicable.

Upon termination, the Contractor may be entitled to receive from the Department Payment for all Services satisfactorily furnished under this Contract up to and including the date of termination. Claims submitted after one hundred eighty (180) calendar days from the date of termination will not be considered.

**I.3.9 Default by the Department**

Each of the following shall constitute an Event of Default on the part of the Department:

- A. Failure by the Department to observe and perform any material covenant, condition, or agreement on its part to be observed or performed; or
- B. Its failure or refusal to substantially fulfill any of its material obligations hereunder, unless caused by the default of the Contractor; and
- C. Unless cured by the Department within twenty (20) calendar days after receiving written notice thereof.

**I.3.10 Remedy of the Contractor**

Upon an Event of Default by the Department, the Contractor's sole remedy shall be to follow the Dispute Resolution Process in Section I.3.11 below

**I.3.11 Dispute Resolution**

- A. Any dispute arising under this Contract, which is not disposed of by mutual agreement between the Department and the Contractor shall be resolved as follows:
1. The dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used, as further described herein, by the Department and the Contractor to attempt to resolve any claim for breach of Contract made by the Contractor.
  2. The Contractor's claim for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Texas Government Code, Chapter 2260, Subchapter B.
  3. To initiate the process, the Contractor shall submit written notice, as required by Subchapter B, to the Contracts and Procurement Director or designee, at Two Financial Plaza, Suite 525, Huntsville, Texas 77340.
  4. Said notice shall specifically state the provisions of Chapter 2260, Subchapter B, are being invoked, and shall also be given to all other representatives of the Department and the Contractor otherwise entitled to notice under the parties' Contract.
  5. Compliance by the Contractor with Subchapter B, is a condition precedent to the filing of a contested case proceeding under Texas Government Code, Chapter 2260, Subchapter C.
  6. The contested case process provided in Texas Government Code, Chapter 2260, Subchapter C, is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by the Department if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
  7. Compliance with the contested case process provided in Subchapter C, is a condition precedent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code.
  8. Neither the execution of this Contract by the Department nor any other conduct of any representative of the Department related to the Contract shall be considered a waiver of sovereign immunity to suit.
- B. In addition to complying with Texas Government Code, Chapter 2260, the Department and the Contractor shall comply with the rule published in the Texas Administrative Code, Title 37, Public Safety and Corrections, Part VI, Texas Department of Criminal Justice, Chapter 155, Reports and Information Gathering, Subchapter C, Procedures for Resolving Contract Claims and Disputes.
- C. At all times during the course of the dispute resolution process, the Contractor shall continue with providing services as directed, in a diligent manner and without delay, shall conform to the Department's directive, decision or order, and shall be governed by all applicable provisions of this Contract.

- D. Records of the services performed shall be kept in sufficient detail to enable payment in accordance with applicable provisions of this Contract, if this should become necessary.
- E. This provision shall not be construed to prohibit the Contractor from seeking any other legal or equitable remedy to which it is entitled.

#### **I.4 NO WAIVER OF RIGHTS**

No failure on the part of any party to exercise, and no delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or in the exercise of any other right. The remedies provided in this Contract are cumulative and non exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

#### **I.5 INDEMNIFICATION OF THE DEPARTMENT**

##### **I.5.1 Acts or Omissions**

The Contractor shall indemnify and hold harmless the State of Texas, the Department and the Texas Board of Criminal Justice, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of the Contractor or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any purchase orders issued under the Contract. The defense shall be coordinated by the Contractor with the Office of the Attorney General when Texas state agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. The Contractor and the Department agree to furnish timely written notice to each other of any such claim.

##### **I.5.2 Infringement**

- A. The Contractor shall indemnify and hold harmless the State of Texas the Department and the Texas Board of Criminal Justice, and or their employees, agents, representatives, contractors, assignees, and/or designees from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the performances or actions of the Contractor pursuant to this Contract. The Contractor and the Department agree to furnish timely written notice to each other of any such claim. The Contractor shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by the Contractor with the Office of the Attorney General when Texas state agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General.
- B. The Contractor shall have no liability under this section if the alleged infringement is caused in whole or in part by:
  - 1. Use of the product or Service for a purpose or in a manner for which the product or Service was not designed;

2. Any modification made to the product without the Contractor's written approval;
  3. Any modification made to the product by the Contractor pursuant to the Department's specific instructions;
  4. Any intellectual property right owned by or licensed to the Department; or
  5. Any use of the product or Service by the Department that is not in conformity with the terms of any applicable license agreement.
- C. If the Contractor becomes aware of an actual or potential claim, or the Department provides the Contractor with notice of an actual or potential claim, the Contractor may (or in the case of an injunction against the Department, shall), at the Contractor's sole option and expense;
1. Procure for the Department the right to continue to use the affected portion of the product or Service; or
  2. Modify or replace the affected portion of the product or Service with functionally equivalent or superior product or Service so that the Department's use is non-infringing.

### **I.5.3 Taxes/Workers' Compensation/Unemployment Insurance - Including Indemnity**

- A. The Contractor agrees and acknowledges that during the existence of this Contract, the Contractor shall be entirely responsible for the liability and payment of the Contractor's and the Contractor's employees' taxes of whatever kind, arising out of the performances in this Contract. The Contractor agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. The Department and/or the State shall not be liable to the Contractor, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State employee or employee of another governmental entity customer.
- B. The Contractor agrees to indemnify and hold harmless the Department, the Texas Board of Criminal Justice, the State of Texas and/or their employees, agents, representatives, contractors, and/or assignees from any and all liability, actions, claims, demands, or suits, and all related costs, attorneys' fees, and expenses, relating to tax liability, unemployment insurance and/or Workers' Compensation in its performance under this Contract. The Contractor shall be liable to pay all cost of defense including attorneys' fees. The defense shall be coordinated by the Contractor with the Office of the Attorney General when Texas state agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. The Contractor and the Department agree to furnish timely written notice to each other of any such claim.

### **I.6 NO WAIVER OF DEFENSES**

Neither the Department nor the Contractor shall waive, release or otherwise forfeit any possible defense the Department or the Contractor may have regarding claims arising from or made in connection with the performance of the work by the Contractor without the consent of the other party. The Department and the Contractor shall reserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law, including any defenses the Department may have regarding litigation, losses and costs resulting from claims or litigation pending at the time the Contract becomes effective, or arising thereafter from occurrences prior to the effective date hereof.

**I.7 INDEPENDENT CONTRACTOR**

The Contractor is associated with the Department only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, the Contractor is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Department whatsoever with respect to the indebtedness, liabilities, and obligations of the Contractor or any other party. The Contractor shall be solely responsible for (and the Department shall have no obligation with respect to) payment of all Federal Income, FICA, and other taxes owed or claimed to be owed by the Contractor, arising out of the Contractor's association with the Department pursuant hereto, and the Contractor shall indemnify and hold the Department harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

**I.8 LAWS OF TEXAS**

This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas.

**I.9 ASSIGNMENTS**

The Contractor may not assign any interest in this Contract without the prior written consent of the Department which consent the Department may withhold at its sole discretion.

If the Department so elects in its sole discretion, this Contract will terminate upon the occurrence of any of the following:

- A. More than 50% of the assets of the Contractor are sold;
- B. The Contractor is merged into, acquired by, or consolidated with another corporation or business entity; or is otherwise the subject of reorganization; or
- C. Any shareholder or owner of the Contractor who owns at least 10% beneficial ownership of the Contractor fails to continue to own at least 10%.

In the event that any sale, transfer, or assignment, as referenced above, is consented to by the Department, the transferee or its legal representative shall agree in writing with the Department to assume, perform and be bound by the covenants, obligations and agreements contained herein.

**I.10 MAINTENANCE OF CORPORATE EXISTENCE AND BUSINESS**

The Contractor, if incorporated, shall at all times maintain its corporate existence and authority to transact business and be in good standing in its jurisdiction of incorporation and the State of Texas. The Contractor shall maintain all licenses, permits and franchises necessary for its

businesses where the failure to so maintain might have a material adverse effect on its ability to perform its obligations under this Contract.

### **I.11 APPROVAL OF CONTRACT**

This Contract is subject to written approval of the Executive Director of the Department or the Director's designated representative and shall not be binding until so approved. For contracts valued over one (1) million dollars in the initial term, the Executive Director's approval shall be given only on the approval of the Texas Board of Criminal Justice.

### **I.12 NON-DISCRIMINATION**

In the performance of this Contract, the Contractor warrants that it shall not discriminate against any employee, subcontractor or Person on account of race, color, disability or perceived disability, religion, sex, national origin, genetic information, or age, and in accordance with the following:

- A. The Contractor shall not discriminate against employees, subcontractors, or Persons who have or are perceived to have a disability because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. The Contractor shall post notices setting forth the provisions of this non-discrimination clause in conspicuous places, available to employees and applicants for employment.
- B. In all solicitations or advertisements for employees and/or the purchase of services, the Contractor shall state that it is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting this requirement.
- C. The Contractor shall include the provisions of the foregoing paragraphs in every subcontract so that such provisions shall be binding upon each subcontractor or vendor.

### **I.13 CONFIDENTIALITY AND OPEN RECORDS**

#### **I.13.1 Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of the Contract shall be kept confidential unless otherwise provided by law and shall not be made available to any individual or organization by the Contractor or the Department without prior approval of the other party.

#### **I.13.2 Open Records**

In accordance with Texas Government Code, Section 2252.907, the Contractor acknowledges that this Contract and information created or maintained in connection with this Contract is public information and subject to disclosure as provided by Texas Government Code, Chapter 552 (Texas Public Information Act). The Texas Public Information Act may require the Contractor to make information related to this Contract available to the public pursuant to a request for public information. The Contractor agrees, upon request, to make information related to this Contract that is not otherwise excepted from release by the Texas Public Information Act available to the public, at no additional cost, in hard copy, unless the requestor

of the information consents to receive the information in another mutually agreeable format. The Contractor acknowledges that the agency shall not provide legal counsel related to the Contractor's compliance with the Texas Public Information Act.

#### **I.14 CONTRACT CHANGES**

Changes/modifications to this Contract (except Contract extensions in accordance with Sections I.15 and I.16, administrative changes such as changing the Contract Administrator designation or correcting typographical errors or other unilateral changes discussed elsewhere in this Contract) shall be mutually agreed to by the parties and executed in writing with the authorized signatures.

#### **I.15 OPTION TO EXTEND THE TERM OF THE CONTRACT**

The Department may, at its sole discretion, extend the term of this Contract by written notice to the Contractor within ten (10) calendar days of Contract expiration, provided that the Department shall give the Contractor a preliminary written notice of its intent to extend at least sixty (60) calendar days before the Contract expires. The preliminary notice does not commit the Department to an extension.

If the Department exercises this option, the extended Contract shall be considered to include this option provision.

#### **I.16 OPTION TO EXTEND SERVICES**

The Department may require continued performance of any Services within the limits and at the rates specified in this Contract. The Department reserves the right to extend this Contract for a ninety (90) day period at the end of each Contract and/or extension period for the purpose of re-advertising the Service, awarding a new Contract, and transitioning into a new Contract. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Department may exercise the option by written notice to the Contractor within the period specified in Section I.15.

#### **I.17 SEVERABILITY**

In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

#### **I.18 IMMIGRATION**

The Contractor agrees to comply with the Immigration Reform and Control Act of 1986, and Immigration Act of 1990 regarding employment verification and retention of verification forms of any individuals who will perform any labor or Services under this Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) enacted on September 30, 1996.

**I.19 NO LIABILITY UPON TERMINATION**

If this Contract is terminated for any reason, the Department and the State of Texas shall not be liable to the Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, the Contractor may be entitled to the remedies provided in Texas Government Code, Chapter 2260.

**I.20 LIMITATION ON AUTHORITY**

The Contractor shall have no authority to act for or on behalf of the Department or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. The Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or the Department.

**I.21 PATENT, TRADEMARK, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS**

The Contractor shall indemnify, save and hold harmless the State of Texas from and against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from the State's or Contractor's use of or acquisition of any services or other items provided to the State of Texas by the Contractor or otherwise to which the State of Texas has access as a result of the Contractor's performance under this Contract, provided that the State shall notify the Contractor of any such claim within a reasonable time of the State receiving notice of any such claim. If the Contractor is notified of any claim subject to this section, the Contractor shall notify the Department of such claim within five (5) business days of such notice. No settlement of any such claim shall be made by the Contractor without the Department's prior written approval. The Contractor shall reimburse the State of Texas for any claims, damages, losses, costs, expenses, judgments or any other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim. The Contractor shall pay all reasonable costs of the State's counsel and shall also pay costs of multiple counsels, if required to avoid conflicts of interest. The Contractor represents that it has determined what licenses, patents and permits are required under this Contract and has acquired all such licenses, patents and permits.

**I.22 INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor will indemnify, defend, and hold harmless the State of Texas and the Department against any action or claim brought against the State of Texas and/or the Department that is based on a claim that software infringes any patent rights, copyright rights or incorporated misappropriated trade secrets. The Contractor will pay any damages attributable to such claim that are awarded against the State of Texas and/or the Department in a judgment or settlement.

If the Department's use of the software becomes subject to a claim, or is likely to become subject to a claim, in the sole opinion of the Department, the Contractor shall, at its sole expense: (1) procure for the Department the right to continue using such software under the terms of this Contract; or (2) replace or modify the software so that it is non-infringing.



**I.23 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS, AS REQUIRED BY 1 TAC CHAPTER 213**

- A. Effective September 1, 2006 State Agencies and Institutions of Higher Education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC, Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
- B. The Contractor shall provide the Department with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under the Rehabilitation Act, Section 508), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Contractors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide the Department with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

**I.24 RIGHTS TO DATA, DOCUMENTS AND COMPUTER SOFTWARE (STATE OWNERSHIP)**

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State of Texas and all such materials shall be delivered to the Department by the Contractor upon completion, termination, or cancellation of this Contract. The Contractor may, at its own expense, keep copies of all its writings for its personal files. The Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the Contractor's obligations under this Contract without the prior written consent of the Department; provided, however, that the Contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

**I.25 FORCE MAJEURE**

Neither Contractor nor Department shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform.

Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

**I.26 NOTICES**

Any written notices required under this Contract will be by either hand delivery to Contractor's office address specified on Page 1 of this Contract or by U.S. Mail, certified, return receipt requested, to:

TDCJ Contracts and Procurement Department  
Two Financial Plaza, Suite 525  
Huntsville, Texas 77340  
Attention: Lisa Allbright, Contract Specialist II

Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this section by written notification to the other party.

**I.27 SUBSTITUTIONS**

Substitutions are not permitted without written approval of the Department.

## SECTION J - LIST OF EXHIBITS

EXHIBIT NUMBER	TITLE	NUMBER OF PAGES
J.1	Personnel Directives (PD)	1
J.2	HUB Subcontracting Plan (H.2.2)	8
J.3	Quarterly Compliance Standards (C.3.14)	2

## Personnel Directives (PD)

The Contractor's employees/subcontractors shall adhere to the Department's Policies listed below and available on the TDCJ website at:

<http://www.tdcj.state.tx.us/mediasvc/divisions/hr/hr-policy/index.html>:

- PD-03, Employee ID Cards;
- PD-04; Consultant and Contract Employee Information Confidentiality
- PD-17, Drug-Free Workplace;
- PD-22, General Rules of Conduct and Disciplinary Action Guidelines for Employees;
- PD-26, Nepotism;
- PD-28, Dress and Grooming Standards;
- PD-29, Sexual Misconduct with Offenders; and
- PD-75, Applicants with Pending Criminal Charges or Prior Criminal Convictions.

These policies and procedures shall serve to guide employee behavior in relationship to other employees, Clients and the public.



Rev. 02/12

# HUB SUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders contracts,
- 32.7 percent for all special trade construction contracts,
- 23.6 percent for professional services contracts,
- 24.6 percent for all other services contracts, and
- 21 percent for commodities contracts.

## - - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

The TDCJ HUB goals are defined as:

- 17.5 percent for heavy construction other than building contracts. This goal is higher than the statewide goal and therefore must be the utilized goal for this category,
- 36.9 percent for all building construction, including general contractors and operative builders contracts. This goal is higher than the statewide goal and therefore must be the utilized goal for this category,
- 32.7 percent for all special trade construction contracts,
- 23.6 percent for professional services contracts,
- 24.6 percent for all other services contracts, and
- 21 percent for commodities contracts.

The TDCJ has determined that the HUB Category for this contract falls under the  
**All Other Services Contracts Category.**

The HUB Goal for this category is therefore identified as **24.6%**.

**For assistance in completing the HSP contact:**

**Sharon Schultz @ 936-437-7026 or Lani Maness @ 936-437-7061**

**sharon.schultz@tdcj.state.tx.us or lani.maness@tdcj.state.tx.us**

## SECTION 1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: 3M Electronic Monitoring, Inc. State of Texas VID #: \_\_\_\_\_
- Point of Contact: Alejandra A. Lang, President Phone #: 813-749-5454
- E-mail Address: aarnaizg@mmm.com Fax #: 813-749-5474
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Requisition #: 696-PD-14-0009 Bid Open Date: 04/03/2014  
(mm/dd/yyyy)

Enter your company's name here: 3M Electronic Monitoring, Inc.Requisition #: 696-PD-14-0009**SECTION 2 SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11, an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☒ - Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b. of this SECTION and continue to Item c. of this SECTION.)

☐ - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	Installation and Retrieval of Electronic Monitoring Equipment	0 %	0 %	10 %
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		0 %	0 %	10 %

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☒ - No (If No, continue to Item d. of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract\* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

☐ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☒ - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: 3M Electronic Monitoring, Inc.Requisition #: 696-PD-14-0009**SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)**

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- ☒ **Yes** (If **Yes**, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- ☐ **No** (If **No**, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

Specific Section:

Volume One, Section 2 - Information Section B. Introduction

3M Electronic Monitoring, Inc. has developed proprietary GPS monitoring systems over the past 19 years that is used to track criminal offenders throughout the state. The units communicate with our back end computers via a wireless network and send alarms to TDCJ officers.

Our Monitoring Center provides technical assistance to the officer and we proposed full monitoring/communication with the offenders statewide. A detailed description of our services is provided in our response.

Further Explanation:

3M Electronic Monitoring, Inc., uses our own materials, supplies and our own employees for this contract.

**SECTION 4 AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature

Alejandra A. Lang

Printed Name

President

Title

03/31/2014

Date

(mm/dd/yyyy)

- REMINDER:** ➤ If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

**HSP Good Faith Effort - Method A (Attachment A)**

Enter your company's name here: **3M Electronic Monitoring, Inc.**

Requisition #: 696-PD-14-0009

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-A.doc>

## SECTION A-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #:	Description:
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## SECTION A-2 SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

[illegible]

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



## HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: 3M Electronic Monitoring, Inc.Requisition #: 696-PD-14-0009

**IMPORTANT:** If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

### SECTION B-1 SUBCONTRACTING OPPORTUNITY Installation and Retrieval of Electronic Monitoring Equipment

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: 1 Description: Installation and Retrieval of Electronic Monitoring Equipment

### SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, to continue to SECTION B-4.)

☒ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

### SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Enterprise ESP Service Provider, LLC		03/07/2014	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
June B. Scogin		03/07/2014	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
Austin Bio Metrics		03/07/2014	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>
- List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Texas Association of African American Chamber of Commerce	03/07/2014	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> - No
Texas Association of Mexican American Chambers of Commerce	03/07/2014	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> - No

**HSP Good Faith Effort - Method B (Attachment B) Cont.**Enter your company's name here: 3M Electronic Monitoring, Inc.Requisition #: 696-PD-14-0009**SECTION B-4 SUBCONTRACTOR SELECTION**

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: 1 Description: Installation and Retrieval of Electronic Monitoring Equipment

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
Recovery Healthcare	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ 500,000	10 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

We sent emails to Texas HUB agencies and no responses were received. We also sent emails to Texas Certified Hub Trade Organizations and no responses were received.

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



Rev. 02/12

# HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

## Section A

## PRIME CONTRACTOR'S INFORMATION

Company Name: 3M Electronic Monitoring, Inc.

State of Texas VID #:

Point-of-Contact: David TalaricoPhone #: 630.362.5537E-mail Address: dtalarico@mmm.comFax #: 813.749.5474

## Section B

## CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: Texas Department of Criminal JusticePoint-of-Contact: Heddi A. Bonham, CTPMPhone #: 936.437.7043Requisition #: Solicitation No. 696-PD-14-O009Bid Open Date: 04/03/2014

(mm/dd/yyyy)

## Section C

## SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

<b>1.</b> Potential Subcontractor's Bid Response Due Date:	If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than <u>10:09 am</u> <u>Central Time on: 03/18/2014</u> <div style="display: flex; justify-content: space-between;"> <span>Time</span> <span>Date (mm/dd/yyyy)</span> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><small>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to two (2) or more: minority or women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.</small></p> <p><small>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</small></p> </div>
<b>2.</b> Subcontracting Opportunity Scope of Work:	Installation and Retrieval of Electronic Monitoring Equipment
<b>3.</b> Required Qualifications: <input type="checkbox"/> - Not Applicable	HUB must have a history of working with criminal justice offenders and specifically, providing installation and retrieval of electronic monitoring equipment statewide. Must be a certified Texas HUB. Principal office must be in Texas. Must be proficient working with criminal justice offenders and working with Electronic Monitoring Equipment (GPS tracking as well as RF/House Arrest). Must be knowledgeable to the technology related to monitoring criminal justice offenders.
<b>4.</b> Bonding/Insurance Requirements: <input checked="" type="checkbox"/> Not Applicable	
<b>5.</b> Location to review plans/specifications: <input checked="" type="checkbox"/> Not Applicable	



## **HUB Subcontracting Plan (HSP)**

### **Prime Contractor Progress Assessment Report**

*This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.*

**Contract/Requisition Number:** 696-PD-15-16-C033

Date of Award: 09/01/2014  
(mm/dd/yyyy)

Object Code: \_\_\_\_\_  
(Agency Use Only)

Contracting Agency/University Name: **Texas Department of Criminal Justice**

**Contract Administrator Name:** Lisa Allbright

**Contractor (Company) Name:** 3M Electronic Monitoring, Inc.

State of Texas VID #: 1134088052

**Point of Contact:** Alejandra A. Lang

Phone #: 813-749-5454

Reporting (Month) Period:

**Total Amount Paid this Reporting Period to Contractor: \$**

### ***Report HUB and Non-HUB subcontractor information***

<b>Subcontractor's Name</b>	<b>Subcontractor's VID or HUB Certificate Number</b>	<b>*Texas Certified HUB? (Yes or No)</b>	<b>Total Contract \$ Amount from HSP with Subcontractor</b>	<b>Total \$ Amount Paid This Reporting Period to Subcontractor</b>	<b>Total Contract \$ Amount Paid to Date to Subcontractor</b>	<b>Object Code <small>(Agency Use Only)</small></b>
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
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			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
<b>TOTALS:</b>			\$	\$	\$	

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**\*Note: Prime contractors can verify subcontractor HUB certification status on-line at <http://www2.cpa.state.tx.us/cmb1/cmb1hub.html>**

HSP-PAR Rev.  
07/09

## COMPLIANCE STANDARDS

	STANDARD	ACCEPTABLE	UNACCEPTABLE	PAYMENT ADJUSTMENT
1.	The Contractor shall ensure data entered is accurate and timely in accordance with Sections C.3.1 and C.3.6.	≥98%	<98%	Documentation shall be maintained for Contract renewal purposes.
2.	All reports required by Sections C.3.1, C.3.6 and C.3.14 shall be accurate and operational prior to the Service Commencement Date.  All reports required by Section D.1 shall be provided within the time frames noted.	≥100%	<100%	\$100 per day per report not functional or accurate at Service Commencement Date until acceptable to the Department.  \$50 per day per report not received within specified time frame until received.
3.	The Contractor shall ensure that all HMU, Transmitter, and PTU tampers are detected within one (1) minute. The Contractor shall provide evidence of compliance each month in accordance with Sections C.3.1.H, C.3.4.B.7, C.3.6.H, and C.3.9.A.4.	≥95%	<95%	\$100 for each affected Client for each instance of non-compliance.
4.	The Contractor shall immediately notify the Program Supervisor and TDCJ Command Center within ten (10) minutes of any interruption in service to the Central Monitoring Station, internet service, or telecommunication systems lasting longer than fifteen (15) minutes in accordance with Sections C.3.1.M and C.3.6.M.	100%	<100%	\$10 per affected Client for each instance of non-compliance.
5.	The Contractor shall deliver all equipment and make all arrangements necessary to provide Services at all designated Department locations no later than fifteen (15) calendar days prior to the Service Commencement Date in accordance with Sections C.3.1.Q and C.3.6.S.	100%	<100%	Daily Per Diem Rate per Client, per day beyond the required fifteen (15) days prior to Service Commencement Date.
6.	The Contractor shall submit a transition plan and timeline for Contract implementation that is acceptable to the Department no later than thirty (30) days after the Contract Award Date in accordance with Sections C.3.1.R and C.3.6.T.	≤30 days	> 30 days	\$500 per day for each day beyond the 30 <sup>th</sup> day after Contract Award Date.
7.	All equipment and software provided to the Department shall be operational and perform in accordance with Sections C.3.2, C.3.4, C.3.5, C.3.7, C.3.9, C.3.10, C.3.11, and C.3.12.	≥95%	<95%	Daily Per Diem Rate for each affected Client for each instance of monitoring equipment failure.

8.	The Contractor shall ensure notification of Real Time Alerts, are generated to the Department within ten (10) minutes of occurrence in accordance with Sections C.3.2.C, C.3.2.H, C.3.7.B.4 and C.3.7.H.	≥95%	<95%	Daily Per Diem Rate for each affected Client for each instance of non-compliance.
9.	The Contractor shall ensure the provision of replacing equipment to the Department within five (5) business days of request or within one (1) business day of request in identified emergencies in accordance with Sections C.3.2.F, C.3.5.B, C.3.5.C, C.3.5.D, C.3.7.F, C.3.10.B, C.3.10.C and C.3.10.D.	≥98%	<98%	\$10 per day per equipment item requested.
10.	The Contractor's Central Monitoring Station shall not experience malfunction, loss of internet service, or loss of telecommunications resulting in down time or processing delays for greater than two (2) hours in accordance with Section C.3.11.E.	100%	<100%	Daily Per Diem Rate in excess of two (2) hours.

Per Section C.3.14, performance output and Payment adjustments will be calculated on a QUARTERLY basis. The Contractor will be informed prior to making any invoice adjustments. Adjustments will not be made where failure to meet acceptable performance output arises from causes beyond the control and without fault or negligence of the Contractor in accordance with Section I.3.3.

For the purpose of calculating Payment adjustments, daily Payment will be figured based on the type of Service and the Contract period.

#### REPORTS AND DOCUMENTATION REQUIRED FROM THE CONTRACTOR

# 1: Date data was requested to be entered into the Contractor's software, affected Client information, and how the Contractor addressed non-compliance.

∴ Report not working, reason report not working, and date report will be provided.

# 3: Date tamper detection not received within one (1) minute, issue preventing notification of tamper detection within one (1) minute, date and time tamper was detected, and affected Client information.

# 4: Date of interruption, length of interruption in Service, issue causing interruption, date interruption corrected, and affected Client information.

# 5: No additional report needed.

# 6: No additional report needed.

# 7: Date of improper performance; issue preventing proper operation, date issue corrected, and affected Client information.

# 8: Date Real Time notification was not generated, issue preventing Real Time notification, date and time notification was generated, and affected Client information.

# 9: Date of request, reason not received within five (5) business days, or within one (1) business day for identified emergencies, and date equipment received.

# 10: Date of malfunction or loss of Services, length of down time or processing delays, issue causing improper operation, date issue corrected, date malfunction or loss corrected, and affected Client information

## **SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

### **K.1 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REPRESENTATION**

#### **K.1.1 Definition**

- A. "Historically Underutilized Business" means an entity with its principal place of business in this State that is:
1. A corporation formed for the purpose of making a profit in which fifty-one (51) percent or more of all classes of the shares of stock or other equitable securities are owned by one (1) or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation and management;
  2. A sole proprietorship created for the purpose of making a profit that is completely owned, operated and controlled by an economically disadvantaged person;
  3. A partnership formed for the purpose of making a profit in which fifty-one (51) percent or more of the assets and interest in the partnership are owned by one (1) or more economically disadvantaged persons who have a proportionate interest and actively participate in the partnership's control, operation, and management;
  4. A joint venture in which each entity in the venture is a historically underutilized business, as determined under another paragraph of this subdivision; or
  5. A supplier contract between a historically underutilized business as determined under another paragraph of this subdivision and a prime Offeror under which the historically underutilized business is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.
- B. "Economically disadvantaged person" means a person who is economically disadvantaged because of the person's identification as a member of a certain group including Black Americans, Hispanic Americans, Women, Asian Pacific Americans, Native Americans and Service Disabled Veterans who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control.

#### **K.1.2 Representation**

The Offeror represents and certifies as part of its offer that it [ ] is, or [X] is not, a HUB certified by the Texas Procurement and Support Services (TPASS).

### **K.2 CHILD SUPPORT REPRESENTATION**

- A. Under Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder or owner with an ownership interest of at least 25% is not eligible to receive payments from State funds under a contract to provide property, materials or services.

- B. Governmental entities and any business entity, including a non-profit corporation, that does not have a majority shareholder who is a natural person capable of being a child support obligor, are not subject to Section 231.006.

Check ONE:

  X   Offeror DOES NOT have a sole proprietor, majority stockholder or substantial owner who is a natural person capable of being a child support obligor therefore IS NOT subject to Section 231.006.

       Offeror DOES have a sole proprietor, majority stockholder or substantial owner who is a natural person capable of being a child support obligor therefore IS subject to Section 231.006.

If subject to Section 231.006, an offer must include names and social security numbers of each person with at least a 25% ownership of the business entity submitting an offer.

  N/A  ,              ,         
(Print Name) SSN (Print Name) SSN

  N/A  ,              ,         
(Print Name) SSN (Print Name) SSN

Offeror certifies that the individual or business entity named in this offer is not ineligible to receive the specified Payments and acknowledges that any resultant Contract may be terminated and Payment may be withheld if this certification is inaccurate.

### K.3 FRANCHISE TAX REPRESENTATION

The Offeror represents and certifies as part of its offer that it is not currently delinquent in the payment of any franchise tax owed the State of Texas.

### K.4 TYPE OF BUSINESS ORGANIZATION

The Offeror, by checking the applicable box, represents that:

- A. It operates as [ ] a corporation incorporated under the laws of the State of \_\_\_\_\_, [ ] an individual, [ ] a partnership, [ ] a nonprofit organization or [ ] a joint venture; or
- B. If the Offeror is a foreign entity, it operates as [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, [ ] a joint venture, or [X] a corporation, registered for business in Delaware, USA (country).

### K.5 PREFERENCE CLAIM

In accordance with Texas Administrative Code 34 (TAC) Rule 20.38, the Offeror shall check below if claiming a preference. If the appropriate line is not marked, a preference will not be granted unless other documents included in the offer show a right to the preference.



**K.5.1 Source and Specification Preferences**

- \_\_\_\_\_ Products of persons with mental or physical disabilities.
- \_\_\_\_\_ Products made of recycled, remanufactured, or environmental sensitive materials including recycled steel.
- \_\_\_\_\_ Energy efficient products.
- \_\_\_\_\_ Rubberized asphalt paving material.
- \_\_\_\_\_ Recycled motor oil and lubricants.

**K.5.2 Tie-Bid Preferences**

- \_\_\_\_\_ Goods produced or offered by a Texas bidder that is owned by a Texas Resident Service Disabled Veteran.\*
- \_\_\_\_\_ Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas Resident Service Disabled Veteran.\*
- \_\_\_\_\_ Agricultural products produced or grown in Texas.
- \_\_\_\_\_ Agricultural products or services offered by Texas bidders.\*
- \_\_\_\_\_ Services offered by a Texas bidder that is owned by a Texas Resident Service Disabled Veteran.\*
- \_\_\_\_\_ Services offered by a Texas bidder that is not owned by a Texas Resident Service Disabled Veteran.\*
- \_\_\_\_\_ Texas Vegetation Native to the Region.
- \_\_\_\_\_ USA produced supplies, materials, equipment or agricultural products.

**K.5.3 Additional Preferences**

- \_\_\_\_\_ Products produced at facilities located on formerly contaminated property.
- \_\_\_\_\_ Products and services from economically depressed or blighted areas.
- \_\_\_\_\_ Vendors that meet or exceed air quality standards.
- \_\_\_\_\_ Recycled or reused computer equipment of other manufacturers.
- \_\_\_\_\_ Food of higher nutritional value (for consumption in a public cafeteria only).

\*By signing this offer, the Offeror represents that if a Texas address is shown as the address of the Offeror, the Offeror qualifies as a Texas Resident Bidder as defined in 34 TAC Rule 20.32 (68).

**K.6 REPRESENTATIONS OF OFFEROR**

The Offeror represents and warrants to and for the benefit of the Department, with the intent that the Department will rely thereon for purposes of entering into this Contract, as follows:

**K.6.1 Organization and Qualification**

If the Offeror operates as a corporation incorporated under the laws of any state outside Texas, it is duly qualified to do business as a foreign corporation in good standing in Texas.

**K.6.2 Authorization**

This Contract has been duly authorized, executed and delivered by the Offeror and, assuming due execution and delivery by the Department, constitutes a legal, valid and binding agreement enforceable against the Offeror in accordance with its terms.

**K.6.3 No Violation of Agreements, Articles of Incorporation or Bylaws**

The consummation of the transactions contemplated by this Contract and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit or other agreement or instrument to which the Offeror is a party or by which its properties are bound, or any order, rule or regulation of any court or any regulatory body, administrative agency or other governmental body applicable to the Offeror or any of its properties, except any such conflict, breach, or default which would not materially and adversely affect the Offeror's ability to perform its obligations under this Contract, and will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under, the Articles of Incorporation (or other corresponding charter document) or Bylaws of the Offeror.

**K.6.4 No Defaults under Agreements**

The Offeror is not in default, nor is there any event in existence which, with notice or the passage of time or both, would constitute a default by the Offeror under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit or other agreement or instrument to which it is a party or by which any of its properties are bound and which default would materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

**K.6.5 Compliance with Laws**

Neither the Offeror nor its officers and directors purporting to act on its behalf have been advised or have reason to believe that the Offeror or such officers and directors have not been conducting business in compliance with all applicable laws, rules and regulations of the jurisdictions in which the Offeror is conducting business, including all safety laws and laws with respect to discrimination in hiring, promotion or pay of employees or other laws affecting employees generally, except where failure to be in compliance would not materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

**K.6.6 No Litigation**

Offeror certifies that there is not now pending, or to its knowledge threatened, any action, suit or proceeding to which Offeror, or any of its employees, are a party, before or by any court or governmental agency or body, which may result in any material adverse change in Offeror's ability to perform its obligations under this Contract, or any such action, suit or proceeding related to environmental or civil rights matters. Offeror further certifies that no labor disturbance by the employees of Offeror exists or is imminent which may be expected to materially and adversely affect Offeror's ability to perform its obligations under this Contract. Prior to the Department making an award of this Contract, the Department may require

Offerors being considered for the award to recertify the representations set forth above. The Department, in its sole discretion, may disqualify any Offeror that in the opinion of the Department is a party, or who has any employees that are a party, to any action, suit or proceeding that may result in any material adverse change in Offeror's ability to perform its obligations under this Contract. During the Contract Term, to include extensions hereof, the Offeror shall notify the Department in writing within five (5) days of Offeror having received knowledge of any actions, suits or proceedings filed against Offeror, or any of its employees, or to which Offeror, or any of its employees, are a party, before or by any court or governmental agency or body, which: (1) may result in any material adverse change in Offeror's ability to perform its obligations under this Contract; (2) filed in any federal court, state court, or federal or state administrative hearing within the State of Texas regardless as to any anticipated material adverse change in Offeror's ability to perform its obligations under this Contract; (3) is brought by or on behalf of a State of Texas Offender regardless as to any anticipated material adverse change in Offeror's ability to perform its obligations under this Contract; and (4) the Contractor shall provide in writing, to the Contract Administrator, a quarterly report listing litigation identified in the above requirements.

#### **K.6.7 Taxes**

Offeror has filed all necessary federal, state and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon. The Offeror has no knowledge of any tax deficiency which has been or might be asserted against it and which would materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

#### **K.6.8 Financial Statements**

Offeror has delivered to the Department a copy of its most recent audited financial report. This report must include, as a minimum the following financial information:

- A. Audited balance sheet;
- B. Statement of income; and
- C. Any changes in financial position of the company.

This statement fairly presents the financial position of the Offeror at the date shown and the result of its operations for the period covered, and has been prepared in conformity with Generally Accepted Accounting Principles applied on a consistent basis, except as discussed in the notes to the financial statement.

#### **K.6.9 No Adverse Change**

Since the date of the Offeror's most recent balance sheet, there has not been any material adverse change in its business or condition nor has there been any change in the assets or liabilities or financial condition of the Offeror from that reflected in such balance sheet which is material to the Offeror's ability to perform its obligations under this Contract.

#### **K.6.10 Disclosure**

There is no material fact which materially and adversely affects or in the future will (so far as Offeror can now reasonably foresee) materially and adversely affect its ability to perform its

obligations under this Contract which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the Department by the Offeror prior to the date hereof.

#### **K.6.11 No Collusion**

Offeror represents and certifies its employees, agents and representatives have not and shall not discuss or disclose the terms of their offer and its submission or response thereto with any third party other than Persons or entities, which Offeror engaged to assist it with respect to such response or submission.

Neither the Offeror nor the firm, corporation, partnership, or institution represented by the Offeror or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other Person engaged in such line of business.

#### **K.6.12 Ethics**

##### **K.6.12.1 Conflict of Interest**

Pursuant to Texas Government Code, Section 572.051, any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established. Texas Government Code, Section 572.051, outlines the ethical standards required of staff officers and employees who interact with public purchasers in the conduct of state business.

Specifically, a Department employee may not have an interest in, or in any manner be connected with a contract or offer for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a Person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Entities who are interested in seeking business opportunities with the state must be mindful of these restrictions when interacting with public purchasers of the Department or purchasers of other state agencies.

##### **K.6.12.2 No Gratuities**

The Offeror represents that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

#### **K.6.13 No Compensation**

Pursuant to Texas Government Code, Section 2155.004, the Offeror has not received compensation for participation in the preparation of the specifications for this solicitation. Under Texas Government Code, Section 2155.004, the Offeror certifies that the individual or business entity named in this offer or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and Payment withheld if this certification is inaccurate.

**K.6.14 Contracting with Executive Head of State Agency**

Offeror represents and certifies that they are in compliance with Texas Government Code, Section 669.003, relating to contracting with the executive head of a state agency.

If Section 669.003 applies, Offeror shall complete the following information in order for the offer to be evaluated:

Name of Former Executive: N/A

Name of State Agency: N/A

Date of Separation from State Agency: N/A

Date of Employment with Offeror: N/A

**K.6.15 Suspension, Debarment and Terrorism**

The Department is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's System for Award Management (SAM, <http://www.sam.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

Offeror certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity and that the Offeror is in compliance with the State of Texas statutes and rules relating to procurement and that the Offeror is not listed on the federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

**K.6.16 Violation of Federal Law Relating to Reconstruction Efforts as a Result of Hurricanes Rita, Katrina or Any Other Disaster After September 24, 2005**

Pursuant to Texas Government Code, Section 2155.006(b), a state agency may not accept a proposal or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a Person who, during the five (5) year period preceding the date of the proposal or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricane Rita, as defined by Section 35.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 35.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Texas Government Code, Section 2155.006, the Contractor certifies that the individual or business entity named in this offer or Contract is not ineligible to receive the specified Contract

and acknowledges that this Contract resulting from this solicitation, may be terminated and Payment withheld if this certification is inaccurate.

#### **K.6.17 Notification**

If any of the information provided in the above representations changes during the term of this Contract, the Contractor shall submit an updated representation as soon as is reasonably possible.

#### **K.6.18 Deceptive Trade Practices; Unfair Business Practices**

The Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Texas Business and Commerce Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that the Contractor has not been found to be liable for such practices in such proceedings. The Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

### **K.7 REPRESENTATIONS OF THE DEPARTMENT**

The Department represents and warrants to and for the benefit of the Offeror with the intent that the Offeror will rely thereon for the purposes of entering into this Contract as follows:

#### **K.7.1 Authorization**

The Department has the requisite power to enter into this Contract and perform its obligations thereunder and by proper action has duly authorized the execution, delivery and performance hereof.

#### **K.7.2 No Violation of Agreements**

The consummation of the transactions contemplated by this Contract and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, security agreement, contract or other agreement or instrument to which the Department is a party or by which its properties are bound, or any order, rule or regulation of any court or any regulatory body, administrative agency or other governmental body applicable to the Department or any of its properties, except any such conflict, breach or default which would not materially and adversely affect the Department's ability to perform its obligations under this Contract.

#### **K.7.3 Disclosure**

There is no material fact which materially and adversely affects or in the future will (so far as the Department can now reasonably foresee) materially and adversely affect its ability to perform its obligations under this Contract or which might require changes in or additions to the Services required under this Contract that would increase the cost to the Offeror of providing

such Services, which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the Offeror by the Department prior to the date hereof.

## K.8 AUTHORIZED NEGOTIATORS

The Offeror represents that the following Persons are authorized to negotiate on its behalf with the Department in connection with this Request for Offer: (list names, titles and telephone numbers of the authorized negotiators).

<u>Alejandra A. Lang</u>	<u>President</u>	<u>813-749-5454</u>
(Printed Name)	(Title)	(Telephone Number)

<u>Trisha J. Swanepoel</u>	<u>Finance Manager</u>	<u>813-749-5454</u>
(Printed Name)	(Title)	(Telephone Number)

\_\_\_\_\_  
(Printed Name)                      (Title)                      (Telephone Number)

## K.9 PAYEE IDENTIFICATION NUMBER

The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. The Offeror shall provide its Payee Identification Number in the space provided below. If this number is not known, the Offeror shall provide the Federal Taxpayer Identification Number. In addition, Offerors are to provide their Corporate Charter Number and Dun & Bradstreet Number in the spaces below.

Payee Identification Number: \_\_\_\_\_ or \_\_\_\_\_

Federal Taxpayer Identification Number: 13-4088052

**Corporate Charter Number: 9052558**

Dun &amp; Bradstreet Number: 94-426-5693

## K.10 POINT OF CONTACT

The Offeror shall provide the name, title, phone number, fax number, address and e-mail address of a point-of-contact for questions concerning the submitted offer.

Name: Alejandra A. Lang Title: President

Phone Number: (813) 749-5454 Fax Number: (813) 749-5474

Street Address: 1838 Gunn Highway

City: Odessa State: FL Zip Code: 33556

E-mail Address: aarnaizq@mmm.com

**K.11 CERTIFICATION**

To be completed by the Offeror: (The Offeror must check or complete all appropriate boxes or blanks in the Representations and Certifications, on the preceding pages). The Representations and Certifications must be executed below by an individual authorized to bind the offer.

The Offeror makes the foregoing Representations and Certifications as part of its offer.

3M Electronic Monitoring, Inc.

Name of Offeror

696-PD-14-O009

Solicitation No.

Signature of Authorized Individual

03/31/2014

Date

Alejandra A. Lang, President

Typed Name of Authorized Individual

Note: The penalty for making false statements shall void the submitted offer or any resulting Contracts, and the Offeror shall be removed from all bid lists.



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

3M Electronic Monitoring, Inc.  
Odessa, FL United States

Certificate Number:  
2016-144364

Date Filed:  
12/08/2016

Date Acknowledged:

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

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

TDCJ 696-PD-15--16-C033  
Electronic Monitoring Equipment (Radio Frequency (RF) and Global Positioning System (GPS)


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

**5 Check only if there is NO Interested Party.**



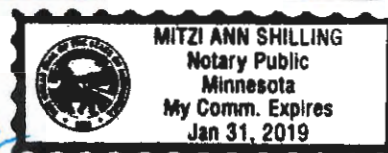
**6 AFFIDAVIT**

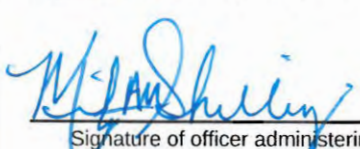
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Maria Paraschou, this the 8<sup>th</sup> day of December, 20 16, to certify which, witness my hand and seal of office.



  
Signature of officer administering oath

Mitzi Ann Shilling  
Printed name of officer administering oath

Title of officer administering oath