

SPECIFICATIONS

Electronic Monitoring Equipment and Services for Harris County, Harris County Juvenile Probation Department, and the Harris County Community Supervision & Corrections Department

SCOPE

Harris County is seeking proposals from qualified vendors to provide electronic monitoring equipment and Services for Harris County Pretrial Services (HCPS), Harris County Community Supervision & Corrections Department (HCCSCD), and the Harris County Juvenile Probation Department (HCJPD), as described herein. The term shall begin on or about January 1, 2025 and end twelve (12) months thereafter or until all services ordered prior to the expiration date have been satisfactorily delivered and accepted or performed satisfactorily for the using department(s).

It is the responsibility of each vendor to examine the entire RFP package, seek clarification in writing, and review their proposal for accuracy before submitting. Questions relating to this RFP must be submitted in writing through Bonfire. The deadline for submission of questions relating to this RFP is Thursday, September 19, 2024 no later than 5:00 p.m. CST. All questions submitted in writing prior to the deadline will be compiled and answered in writing. A copy of all questions and answers will be forwarded via Public Notice through Bonfire to all firms. The County will not be bound by any information conveyed verbally.

PRE-PROPOSAL CONFERENCE

Attendance at the Pre-Proposal Conference is not mandatory; however, vendors are strongly encouraged to attend to discuss the requirements of the RFP and identify any common questions. Persons with disabilities requiring special/reasonable accommodations should contact the Purchasing Office at (713) 274-4400 at least two (2) days prior to the pre-bid conference.

The Pre-Proposal conference will be held at 11:00 a.m. on Wednesday, September 18, 2024, via Microsoft Teams +1 281-985-1862, 279843893# – United States, Houston – Phone Conference ID: 279 843 893#.

RENEWAL OPTIONS

Harris County may consider four (4) one-year renewal options, renewable one (1) year at a time, based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by Harris County Commissioners Court. Once renewal options are exhausted, the contract must be rebid. Harris County reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew.

BACKGROUND

Harris County is an urban County located in Texas, and it is one (1) of the most populated counties in Texas and the United States. Harris County's seat is Houston, the largest city in Texas, which is among the largest cities in the United States. Harris County Community Supervision and Corrections Department, Harris County Pretrial Services, and Harris County Juvenile Probation Department utilize electronic monitoring services to coordinate the supervision of clients who are court-ordered to participate in electronic monitoring, based upon the conditions of supervision ordered by the Harris County Courts.

Harris County Community Supervision and Corrections Department (HCCSCD)

HCCSCD is currently one (1) of the largest adult probation departments in the United States, and HCCSCD has five (5) branch or regional offices throughout the Houston metropolitan area. HCCSCD offers a broad array of services including community supervision, outpatient counseling, cognitive - behavioral

programming, and residential treatment, to increase the capabilities of clients so that they can be successful in moving forward. HCCSCD is committed to using evidence-based strategies to help individuals on community supervision eliminate future criminal behavior and become productive citizens, which in turn, creates a safer community with fewer victims.

Harris County Pretrial Services (HCPS)

The mission of Harris County Pretrial Services (HCPS) is to provide accurate and timely information to assist the judicial officers in Harris County with making informed pretrial release decisions and to monitor defendants released on bond to promote compliance with court orders and court appearances, and to support public safety.

Harris County Juvenile Probation Department (HCJPD)

The Harris County Juvenile Probation Department (HCJPD) is committed to the protection of the public utilizing intervention strategies that are community-based, family-oriented, and least restrictive while emphasizing responsibility and accountability of both parent and child. HCJPD provides supervision and services to young people between the ages of 10 and 17 who are under the jurisdiction of the Juvenile Court. HCJPD is the largest juvenile probation department in Texas with approximately 1,100 employees and over 6,600 young people referred to the department annually. HCJPD programs and services operate under the direction of the Harris County Juvenile Board.

SPECIFICATION

This project consists of the successful vendor furnishing all qualified personnel, supervision, labor, services, materials, equipment, facilities, travel, overhead and incidentals necessary to provide electronic monitoring services for HCPS, HCCSCD, and HCJPD as needed and as required. Electronic monitoring services shall include the provision of electronic monitoring devices designed for use in determining participant compliance with conditional pre- or post-adjudication supervision, and/or alternative sentencing or home detention program requirements, equipment installation, maintenance, retrieval, monitoring and reporting of data related to participant compliance. Harris County reserves the right to add other County departments as needed during the contract term at the price proposed by vendor. All participating departments will benefit from volume pricing that is based on the County's combined use, but each County participating department will have a separate contract for the requested services.

The preferred general requirements and services, but not limited to, are as follows:

I. Scope of Service

- A. HCPS, HCCSCD, and HCJPD require new or refurbished radio-frequency (RF) and Global Positioning System (GPS) electronic monitoring equipment, installation, maintenance/repair, removal, and the proportionate share of host computers/host computer time and support services for selected participants placed under the respective departments' supervision, as a supervision tool for offenders/defendants and as an alternative measure for sentencing, confinement and possible revocation. Estimated total Harris County use is approximately 2,500 to 3,000 units per day, with total annual use of between 912,500 - 1,100,000 person days per year.
- B. Departments are also interested in remote alcohol monitoring, victim notification and voice verification systems that permit participant reporting or location monitoring, and passive and active offender tracking. In order to remove the stigma of being court-involved, if available, HCJPD and HCPS is interested in applications-based monitoring services. The requirements set forth herein for these services are stated generally to offer some flexibility to vendors in presenting proposed services.
- C. Departments are interested in a less restrictive option of monitoring via a software application without the use of a device.

- D. These specifications are intended to convey the departments' minimum expectations. Although alternative solutions may be proposed, the proposed solutions must meet or exceed the described scope of services and requirements. Alternative solution proposals must explain how the products and/or services offered will meet or exceed the specific requirements and also must identify any components of the proposal that do not meet the specific requirements herein.

II. General Information

- A. There will be no guaranteed minimum order quantity of units, either in total or by type of unit, and the County reserves the right to utilize the proposed services to a greater or lesser degree than estimated at the vendor's proposed price.
- B. To allow for rapid replacement in case of equipment failure/malfunction, loss, late shipments, or other events that might disrupt the departments' operations, a supply of spare units must be provided. The spare units will be considered inactive and; therefore, shall not accrue a daily fee until activated and installed.
- C. Vendor shall provide, install, maintain, and make completely operable Radio Frequency (RF)/Electronic Monitoring (EM) equipment and services to the following departments:

Harris County Pretrial Services
600 N. San Jacinto, 4th Floor
Houston, Texas 77002

Harris County Community Supervision & Corrections Department
49 San Jacinto, 6th Floor
Houston, Texas 77002

Harris County Juvenile Justice Center
1200 Congress St.
Houston, Texas 77002
Harris County Juvenile Probation Department Community Unit Probation Services (CUPS)
and other locations:

Unit I, Therapeutic Connections Unit (TCU) and Renew Inspire Support Empower Program (RISE)
2525 Murworth
Houston, Texas 77054

Unit II and Diversion & Intervention Unit (DIU)
911 Eastex Freeway
Houston, Texas 77093

Unit III
101 South Richey Road, Suite A
Pasadena, Texas 77506

Youth Empowerment Service Supervision Program
6500 Chimney Rock Road
Houston, Texas 77081

- D. Prior to the Contract Award Date, the vendor must have a service center within one (1) hour drive of the above-listed Harris County departments' offices. Office space, if any, that is provided by the departments as part of this RFP, is only to be used for services associated with this RFP between the hours of 7:00 am and 5:00 pm., Monday through Friday. Service hours may need to be modified to accommodate the needs of the agency and clients. The vendor's service center shall be utilized to provide service outside the hours above. The vendor shall provide a set of all necessary tools and supplies for each service center for replacement and/or adjustments.
1. The vendor shall clearly indicate in its responses to this RFP:
 - a. Full physical address and telephone number of the service center, or if vendor does not currently have a service center within one (1) hour drive of the Harris County departments' offices, vendor shall acknowledge the requirement to have the service center in place prior to the Contract Award Date.
 - b. If vendor currently has a service center, vendor shall indicate the number of miles the service center is from the departments' above-listed office locations.
 - c. The vendor shall have adequately trained staff at the service center seven- days-per-week, twenty-four hours per day, three hundred sixty-five days per year (24/7/365), prior to the Contract Award Date.
 - d. Electronic monitoring devices shall be serviced as needed, as requested by participating Harris County departments, or as requested by the Harris County Judiciary, on a 24/7/365 basis.
 - e. The vendor shall establish a program to provide translation/interpretation services for non-English-speaking offenders/defendants and for hearing-impaired offenders/defendants. At a minimum, vendor forms must be available in English and Spanish.
 - f. If vendor has applications-based services, vendor must state the types of end-user software and/or hardware is needed for the monitoring services to be operational.
 - g. If vendor has applications-based services, vendor must describe the security features that are in place to maintain confidentiality.
- E. All equipment proposed for use for electronic monitoring services must be provided (including shipping, storage, and installation), serviced, and maintained by the vendor for the entire term of the contract. The vendor shall provide a single point of contact for the services identified in this RFP. The contact person shall be responsible for fielding all inquiries from Harris County departments and providing the vendor's response. The County departments reserve the right to speak with other individuals associated with the vendor about any services or equipment provided under contract.
- F. Vendor must provide the entire scope of services proposed or required by this RFP; **subcontracting is not allowed**. Financing is allowed; however, vendor shall provide documentation in response to this RFP regarding the name, address, and contact person of the person or entity financing the equipment and/or services. The financing entity or person shall be evaluated as part of the vendor's RFP submission. Equipment must ensure maximum security in the monitoring of participants throughout the Harris County area.
- G. Vendor shall provide the system and services in accordance with all applicable federal and state laws, including all constitutional, legal and court-ordered requirements, whether now in effect or hereafter effected or implemented. Vendor shall comply with federal, state and departments' safety requirements and reporting procedures. Vendor's policies shall be in compliance with all laws,

policies, regulations and standards that guide the departments during the term of the contract.

H. Proposal shall clearly identify and be included in Section II of your response to this RFP the manufacturer of all proposed equipment. Vendor shall clearly indicate in its response which electronic monitoring device options are being offered, including cost and other required information. Vendor shall provide complete technical specifications for each item of equipment proposed. If vendor is not the manufacturer, vendor's proposal shall clearly indicate what arrangements exist with the manufacturer that shall ensure uninterrupted availability of equipment to the departments. Vendor shall also provide in its response a detailed description of the service process, including tracking capabilities, as well as a list of all information the database is able to capture, retain, store and report for each electronic monitoring device.

I. Equipment – Overview of Capabilities:

1. Vendor shall provide all necessary equipment for active and passive tracking of an offender/defendant through the use of its GPS and RF allowing for the offender/defendant to be tracked and monitored on a 24/7/365 basis, within a defined radius of his/her actual location. Vendor shall provide in its response to this RFP, actual radius capability of vendor's proposed device(s). Vendor shall also include in its response to this RFP, its definitions of Active Tracking and Passive Tracking.
2. At a minimum vendor's equipment shall:
 - a. Be capable of setting up exclusion and inclusion zones into the GPS program to provide advance warnings for identified victims of offenders/defendants being monitored by the GPS and RF (if applicable).
 - b. Have multiple "Tamper Alarm" features (transmitter, strap, and receiver) and low battery alert.
 - c. Be designed with dynamic memory storage and internal battery back-up with a minimum of twenty (20) hours of self-containment for continual monitoring in the event of power loss. Vendor shall include charging procedures for each proposed device.

III. Definitions

The following terms in this RFP shall, unless the context indicates otherwise, have the meanings set forth herein:

- A. Alert: An event generated or recorded by an electronic monitoring system that requires notification to the department(s) for possible enforcement action.
- B. Assigned Supervision Staff: Department or vendor employees who are directly or indirectly tasked with supervising the activities of participants.
- C. Authorized Representative: The person designated to act for or on behalf of a party of the contract.
- D. Automatic Number Identification (ANI): referring to technology that identifies the telephone number from which an incoming call to the monitoring center originates.
- E. Contract Award Date: Harris County Commissioners Court or Juvenile Board approved date, duly

authorized by all parties.

- F. Department(s): any Harris County department provided services under this agreement.
- G. The Federal Communications Commission (FCC): Independent agency of the United States government created to regulate interstate communications by radio, television, wire, satellite, and cable.
- H. Global Positioning System (GPS): A satellite-based positioning technology that permits participant location determination by reception and comparison of signals from orbiting satellites.
- I. Host: The computer(s) and necessary peripheral devices within the vendor's monitoring center that generate, receive, and/or process participant data.
- J. Hypoallergenic: A design or material quality that reduces or minimizes the occurrence of allergic response, usually through the use in production of relatively few or no potentially irritating substances.
- K. Original Equipment Manufacturer (OEM): The person or entity that manufactured the software or hardware used by the vendor to provide services under the terms of the contract.
- L. Monitoring Center: The site from which the vendor's employees and host monitor participant activity.
- M. Notification: The process of advising the department(s) of the occurrence of selected events.
- N. Offender Tracking: The process of continuously monitoring the location of a participant using a location-based service, such as GPS.
- O. Offender Tracking Device (OTD): The equipment or application provided by the vendor that must be attached to, or accompany, the participant for effective location and/or tracking of movement. This would include body-worn and any required transportable component(s).
- P. Offender Tracking System (OTS): A technology, consisting of hardware and software segments, that is designed to determine and report at programmed intervals the geographic location of a person (a participant) who is subject to criminal justice system supervision.
- Q. Participant: Any department supervisee for whom services are provided by the vendor.
- R. Plain Old Telephone System (POTS) or Public Switched Telephone Network: This refers to the standard, voice-grade telephone service commonly available to residential customers or landlines.
- S. Receiver: Commonly, a device installed in the participant's residence that interacts electronically with a transmitter to determine the presence or absence of the transmitter and whether such presence

or absence is compliant with preset restrictions. In context, this term may refer to a device placed in a fixed location, as with RF/EM, or the transportable component of a multi-piece OTD.

- T. Remote Workstation: Any department computer that can remotely access, via secure Internet, department and participant data collected and/or maintained by the vendor.
- U. Radio Frequency (RF)/Electronic Monitoring (EM): RF/EM, refers to the use of a paired transmitter and receiver to determine the presence or absence of a participant at a fixed location, such as a residence. In the context of a system, this would include monitoring services to capture and report the transmitter and receiver data.
- V. Services: The equipment to be provided and the work to be performed by the vendor under the terms of the contract.
- W. Technician: An employee of the vendor whose role is to install, remove, retrieve, and otherwise maintain equipment supplied for departments' use under the terms of the contract.
- X. Transmitter: Commonly, an ankle-worn device that emits a radio-frequency signal and interacts electronically with a receiver to communicate data, including its proximity to the receiver. In context, this term also may refer to the wearable component of a one-piece or multi-piece OTD, which may communicate to a host directly or through a receiver.
- Y. Time To First Fix (TTFF): This refers to the time required for the OTD to initially determine its current location after being powered.
- Z. Vendor: An entity that is, or may be, selected to provide services under the terms of the contract.
- AA. Violation: An alert event that has been defined by a department as an infraction of its program rules.

IV. Specific Duties and Obligations

A. Mandatory RF/EM System Requirements:

Vendor shall provide an RF/EM system, including all equipment, software, and interfaces that meets or exceeds the requirements and specifications described in the following sections. Vendor shall propose RF/EM equipment that is the most current and updated version of the vendor's (or manufacturers', if the vendor is not the actual equipment manufacturer) equipment.

1. At minimum, the RF/EM system shall consist of the following components:
 - a. Transmitter,
 - b. Receiver,
 - c. Monitoring center plus host, and
 - d. Remote workstation capability.
2. The RF/EM system shall provide a means of monitoring participant compliance with home confinement and activity schedules. The RF/EM system shall:
 - a. Provide real-time and batch notification(s) to assigned supervision staff for the following

alerts:

- Noncompliance with predetermined curfews,
- Tampering with the transmitter, receiver, or any of their components,
- Failure of the receiver to report at predetermined times,
- Loss and/or restoration of telecommunications,
- Loss and/or restoration of Alternating Current (AC) power,
- Detection of low power or battery malfunction conditions in the transmitter or receiver,
- Movement of the receiver to an unauthorized telephone line, and
- Detection of operating malfunctions in the receiver or transmitter.

b. Provide alert notification to assigned supervision staff as follows:

- Via facsimile, text message, electronic mail, or pager immediately, but not more than ten (10) minutes, following host receipt of an alert event notification, and
- Via remote workstation access from the vendor's monitoring center.

c. Each department shall select its preferred method for alert reporting, and each department may change its selected method during the term of the contract. If there is a price difference based on notification methods, vendor must indicate the difference(s).

3. Vendor shall, at the request of any participating department, report alert events that occur after regular working hours. The terms "working hours," "business day(s)," and "business hour(s)" shall be defined as any weekday, (Monday through Friday) from 7:00 a.m. to 5:00 p.m., but shall not include Sunday, Saturday, or any day that has been designated by Harris County as a County holiday. A notification protocol and procedures governing the reporting of after-hours alert events shall be developed by each department after contract award. Each department reserves the right to change or modify its after-hours notification procedures during the term of the contract.
4. Vendor shall pre-program department-wide default notification procedures for all alert events, as set by each department. Vendor shall not allow assigned supervision staff to change or modify alert event notification procedures. Such changes, as may be necessary during the term of the contract, will be executed only upon the written approval of the requesting department's authorized representative. Remote workstation users shall not have the ability to change pre-programmed, department-wide default notification procedures.
5. When a manufacturer of the equipment being used by the departments makes improvements or upgrades to the equipment, vendor shall make those improvements or upgrades available to the utilizing departments immediately and at no additional cost. Any such improvements and/or upgrades must be tested by the departments and the vendor and approved by the departments prior to being implemented or introduced.

A. Mandatory Equipment Requirements – RF/EM Transmitter:

1. Transmitter shall be lightweight, must be suitable for attachment around a participant's ankle,

and shall not pose a safety hazard nor unduly restrict the participant's physical activities.

2. Transmitter components shall be enclosed in a sealed, hypoallergenic case that is resistant to shock, water, corrosion, chemical solvents, and detergents. The transmitter shall function reliably under normal atmospheric environmental conditions of approximately zero (0) to 115 degrees Fahrenheit.
3. Exposed transmitter strap surfaces shall be hypoallergenic and shall be disposable after use. Transmitter straps removed from one participant shall not be cleaned and used on another participant. Straps shall be replaceable in the field, and field replacement of a transmitter strap shall not affect the water-resistant integrity of the transmitter. Vendor shall provide either multi-length or sizeable transmitter straps and shall provide all needed replacement transmitter straps at no additional cost to the County or the departments. Straps, fasteners, clips, and other parts used to install transmitters shall not be available to the general public, either commercially or through any mail-order or Internet-based outlet.
4. Transmitter shall feature multiple levels of tamper detection capable of detecting disassembly of the transmitter case and/or cutting or circumventing of the transmitter strap. Proposals shall clearly describe the operational characteristics of the proposed straps.
5. Transmitter strap and the circuitry within the transmitter must enable the transmitter to detect, record, and store tamper event data (related to any tamper attempt or removal from the participant's ankle), without regard to whether the tamper event occurs within range of the receiver. Time-stamped transmitter tamper event data shall be detected by the paired receiver within one (1) minute of the transmitter's entry into the range of the receiver.
6. Vendor shall be responsible for attachment of transmitters to participants, battery replacement, replacement of transmitter straps, and any other maintenance activities that may require a transmitter to be removed from and/or reattached to a participant.
7. Transmitter shall be capable of onsite (field) or remote programming. Transmitter shall be capable of pairing with any receiver by remote means, and the transmitter shall communicate with any receiver with which it has been remotely paired. Any transmitter shall have the capability to be paired with any receiver.
8. Transmitter shall emit an individually coded signal, which shall begin functioning within sixty (60) seconds of installation of the transmitter battery. Transmitter shall be designed to prevent tracing or duplication of its signal by other electronic devices or equipment.
9. Transmitter shall have FCC approval for its intended use. Proposals shall include the FCC registration number of the proposed transmitter(s) (please include in Section II of your response to this RFP).
10. Transmitter battery shall have a minimum active use life of one (1) year and a three (3) year shelf life.
11. At least forty-eight (48) hours prior to battery failure, the transmitter shall communicate a low-battery message that is noted by the receiver and reported to the host. Monitoring center staff shall recognize such messages, notify the appropriate department, and direct the technician to perform any work required to ensure uninterrupted monitoring of the affected participant.

12. At no additional cost to the County, vendor shall maintain an adequate inventory of replacement transmitters, charging cords, and transmitter batteries at a site within Harris County to be used by the technician when a transmitter requires replacement or when a transmitter battery is defective, causes a low-battery alert, or exceeds its life span. An adequate inventory is defined as at least one (1) replacement battery and at least one (1) replacement transmitter for every ten (10) transmitters in active use.

C. Mandatory Equipment Requirements – RF/EM Receiver:

1. Receiver shall be installed and maintained by the technician at a location to be specified by the requesting department. Receiver shall have the ability to be paired with any transmitter via remote programming. Any receiver shall be able to be matched with any transmitter.
2. Receiver shall transmit data to the host via POTS. Proposal must indicate whether the proposed equipment also may be used with digital, broadband, cellular, and/or fiber-optic residential telephone service (please include in Section II of your response to this RFP). Receiver shall be able to be used with any brand or type of telephone, including standard pulse, rotary, or touch-tone telephones. It shall be capable of easy attachment to a participant's telephone and/or telephone outlet using a standard RJ-11 (RJ11 6P4C Modular Plugs) modular telephone connector jack or plug. Receiver shall be capable of use with standard two-pin electrical outlets ("Type A") or National Electrical Manufacturers Association (NEMA) 1 and a 110 to 120-volt, alternating current power source. Receiver shall have a rechargeable battery as a redundant power source that allows for continued receiver operation for at least twelve (12) hours in the event of electrical power failure. Receiver shall have internal surge protectors.
3. Proposals shall clearly indicate which, if any, special features (e.g., call waiting, call forwarding, etc.) must be removed from the telephone line to be used by the receiver, and whether additional restrictions must be observed by the participant (e.g., the receiver cannot be used in conjunction with a cordless telephone or a computer modem) to avoid interference with receiver operation (please include in Section II of your response to this RFP).
4. Receivers shall be designed for use at a fixed location and vendor shall utilize ANI or other appropriate technology to verify the telephone number from which the receiver contacts the host. The host shall record the originating telephone number each time the receiver contacts the host and shall report whether the originating number differs from the expected number. If the vendor uses an approach other than ANI that achieves the same result, the method should be explained clearly in the vendor's proposal (please include in Section II of your response to this RFP).
5. Receiver range shall be adjustable, at a minimum, from approximately fifty (50) feet to approximately 150 feet. Proposals shall specify the adjustable range settings and the minimum and maximum effective (open field) signal range for the proposed equipment (please include in Section II of your response to this RFP). Each department will determine the default setting to be used for its' participants but may specify individualized range settings for selected participants. Technicians may deviate from the default setting to a higher or lower setting, when necessary to ensure adequate coverage of the installation location, but for each installation shall report to the appropriate department the range setting applied.
6. Receiver shall have the ability to process a minimum of seven (7) curfews, meaning seven (7) leaves and seven (7) returns, per participant, per day.

7. Receiver shall date and time stamp all events to indicate the actual time of occurrence.
8. Receiver shall be able to receive and record any transmitter status change, such as when the transmitter enters or leaves the receiver's range, as well as the working condition and tamper status of the receiver and the transmitter. Receiver shall communicate transmitter status changes to the host immediately, but not more than ten (10) minutes, following receipt of status change data. Receiver shall notify the host within ten (10) minutes of detection of tamper attempts to the receiver itself (including receiver case openings), as well as power source problems or disconnects. In the event of a telephone line disconnect, the receiver shall contact and notify the host of stored messages within one (1) minute of restoration of telephone service.
9. During periods of inactivity, the receiver shall randomly communicate with the host to report that the transmitter and receiver are operational and to ensure the integrity of the communication link with the host. At minimum, the receiver must communicate with the host once every four (4) hours. Vendor shall have the ability to increase or decrease the frequency of random communication for individual participants or all participants and shall do so without delay, at the request of a department.
10. Receiver shall have the ability to store in memory at least fifty (50) messages during interruption of telephone service and/or loss of communication with the host. Vendor's proposal shall specify the maximum number of messages the proposed receiver is able (please include in Section II of your response to this RFP).
11. To store in its memory under such circumstances and indicate whether stored data are overwritten when the maximum message count is reached.
12. Receiver shall perform internal diagnostics to determine whether it is operating properly. Receiver shall report diagnostic results to the host.
13. Receiver shall attempt redials to the host if the initial attempt fails. Proposal shall clearly describe the protocol pertaining to receiver redials and host communication (please include in Section II of your response to this RFP).
14. Receiver shall have FCC approval for its intended use. Proposal shall include the FCC registration number of the proposed receiver(s) (please include in Section II of your response to this RFP).
15. A version of the proposed receiver that utilizes cellular telephone communication for use when a participant does not have residential telephone service must be available, and proposals must indicate pricing.

D. Mandatory Offender Tracking Device (OTD) and Offender Tracking System (OTS) General Requirements

1. OTD may consist of one (1) or more major components. It shall be capable of operation in passive or active mode. Vendor's proposal shall clearly describe any other available operational mode(s) (please include in Section II of your response to this RFP) and must include individual pricing details for any such mode(s) described (please include in Section III of your response to this RFP).
2. Apart from GPS satellite signals, proposals must clearly indicate other technologies used by the

proposed OTD to accurately determine the device's location in places where GPS signal reception is impaired. If a proposed OTS relies primarily on a location-based method other than GPS, the vendor's proposal shall clearly identify the method and discuss in detail how the vendor shall use the technology to provide the services required by this RFP (please include in Section II of your response to this RFP).

3. The body-worn component of the OTD shall be lightweight and must attach around the ankle of participants. It shall not pose a safety hazard nor unduly restrict a participant's physical activities. It shall be enclosed in a sealed, hypoallergenic case that is resistant to shock, water, corrosion, chemical solvents, and detergents. It shall function reliably under normal atmospheric environmental conditions of approximately zero (0) to 115 degrees Fahrenheit.
4. Straps used to attach the OTD to a participant shall have exterior surfaces made of hypoallergenic materials and shall be adjustable in length to fit most participants. Proposal must clearly describe the manner by which the strap and body-worn OTD component are attached for use (please include in Section II of your response to this RFP). While single-use straps are preferred, straps designed for cleaning and reuse with other participants shall be provided by the vendor with clear instructions for cleaning and storage, and such instructions shall be provided with the vendor's response. Straps shall be replaceable in the field, and field replacement of a strap shall not adversely affect the integrity or operation of the OTD. Straps, fasteners, clips, and other parts used to install body worn OTD components shall not be available to the general public, either commercially or through any mail-order or Internet outlet.
5. OTD shall have sufficient memory to store twenty-four (24) hours of data. Data stored in memory shall not be overwritten and shall not be lost if the battery is discharged. Proposals shall clearly indicate the amount of available memory and indicate the maximum number of data points and identified zones that may be stored in memory (please include in Section II of your response to this RFP).
6. OTD batteries shall be rechargeable. Proposal shall clearly describe the power requirements/source(s) for all OTD components, including, but not limited to, expected battery life by use mode, how battery recharge is accomplished, and time required to fully recharge (please include in Section II of your response to this RFP). The OTD body-worn component battery shall operate for a minimum of sixteen (16) hours in active mode, gathering one (1) point per minute and uploading at ten (10) minute intervals, when fully charged. Vendor shall supply all batteries that may be required at no additional cost to the County or departments.

Proposal shall identify the chipset on which the proposed OTD is based and shall clearly describe the average TTFF characteristics (e.g., "warm" and "hot") for the proposed device(s) (please include in Section II of your response to this RFP). To the extent permitted by law, vendors may request, in writing, non-disclosure of confidential data. Such data shall accompany the proposal, be readily separable from the proposal and shall be clearly marked "*CONFIDENTIAL*". Additionally, the requirement simply asks vendors to provide product information that is often readily available from online sources, although is acknowledged that a vendor may choose not to provide the information. Given the practical significance of timely GPS signal acquisition, particularly in urban or other challenging environments, the chipset TTFF characteristics are a reasonable area of inquiry for the departments.

7. OTD components shall contain tamper-resistant technology capable of immediately identifying and alerting the host of any attempts to tamper with or remove the device and have multiple “tamper alarm” features (transmitter, strap, and receiver) and low battery alert.
 8. OTD shall be remotely configurable by department or monitoring center staff via secure Internet. Tamper status shall not reset automatically. All tamper statuses shall remain so until reset by the department or the monitoring center.
 9. Proposal shall clearly describe device’s capability to transmit a notification or alert to the participant (e.g., vibration, audible tone, text message from the device, text message from authorized supervision staff), and any limitations on such notifications or alerts (e.g., equipment messages only; please include in Section II of your response to this RFP). Proposal also shall clearly describe the available means by which the participant can respond to any such notification or alert (please include in Section II of your response to this RFP).
 10. Proposal shall describe the OTD data encryption method and shall clearly describe the measures employed to prevent signal duplication, signal jamming, spoofing, or other attempts to cause the generation and communication of false or misleading location data (please include in Section II of your response to this RFP).
 11. The number of false alerts generated by the OTD shall not exceed ten percent (10%) of the total number of alerts generated for participant. This information shall be provided to departments’ authorized representative as requested.
 12. Vendor’s system shall provide a secure user interface for all functionality, to include: 1). OTD configuration, 2). Data queries, 3). Map display of tracking data, and 4). Report generation. Proposal shall clearly describe the functionality and range of information available through such interface (please include in Section II of your response to this RFP).
 13. At a minimum, OTD shall be able to receive the following commands from the monitoring center when a communication link is established: 1). Activate/deactivate, and 2). Tamper reset. Proposal should clearly indicate the range of remote commands to which the OTD will respond.
 14. OTD shall notify the monitoring center of device tampering, battery depletion, or zone violation. In passive mode, such notification shall be made at the next establishment of a communications link between the OTD and the monitoring center.
- E. Mandatory Offender Tracking Device (OTD) and Offender Tracking System (OTS) Data Requirements:
1. Collection:
 - a. The vendor shall have the ability to develop and maintain a database in which data from all electronic monitoring devices are captured, retained, and stored.
 - b. All electronic monitoring data collected shall be available to departments for viewing and printing via the vendor’s website within one business day of the vendor’s receipt of the data.
 - c. At a minimum, the vendor’s database shall be able to capture, retain, store and report for

each electronic monitoring device.

- d. The vendor shall describe electronic monitoring equipment data downloading process in detail in response to this RFP.
- e. The vendor should provide in its response a detailed description of how the vendor proposes to report data to County departments.

2. Evaluation:

- a. Through the vendor's technology and data collection, the vendor must be able to conclude:
 - 1) If offender/defendant entered an exclusion zone.
 - 2) If offender/defendant exited an inclusion zone.
 - 3) A device circumvention or attempted device circumvention.
 - 4) The offender's/defendant's battery has gone dead.
 - 5) If a curfew violation occurred.
 - 6) If there was a disruption in service for any reason. Vendor should list reasons service might be disrupted.
 - 7) It is the vendor's responsibility to determine if a violation has occurred.

3. Reporting Requirements:

- a. The vendor shall comply with the electronic monitoring procedures of County departments. Vendor shall collect and maintain reporting data in electronic format and be prepared to submit, upon the request of utilizing departments, the data that supports the vendor's conclusions.
- b. The format of all electronic monitoring reports provided by the vendor shall be determined and/or approved by County departments prior to use by the vendor. Vendor shall provide a sample of all reports available in response to this RFP.
- c. The vendor shall provide a monthly report listing the names, date of birth, and SPN number for each offender/defendant on electronic monitoring services at the beginning of each month to the designees of County departments.

4. Website and Data Transfer:

- a. The vendor shall have the ability to develop and maintain a secure, cloud-based solution, including a user-friendly website, through which County personnel may access all current and historical data for each offender/defendant's electronic monitoring services. All aspects of the website, including but not limited to format, content and ease of use must be approved by County departments. Vendor shall bear all expenses of website development and maintenance.
- b. The vendor's website shall be secure, using the most current security practices, including individual user log-in identification prior to the display of any information. Encrypted transmission of all offender/defendant information and user log-in identification shall be required. Vendor shall collaborate with participating departments to determine best practices for website encryption. County departments shall be the sole arbiters of any collaborative decisions. County departments shall retain the right to require updates to the information to be included on the website, whether removing or adding information.

- c. Individual user accounts and passwords shall be provided to all designated County personnel. Vendor shall provide a contact person responsible for receiving and maintaining the list of active County personnel. Vendor shall collaborate with County departments to determine the method of notification for newly hired or departed employees of departments needing user accounts. Departed employees of participating departments shall have usernames rescinded immediately upon separation from their employing department.
- d. In the event that the electronic transmission of data between the vendor's information technology (IT) system(s) and the IT system(s) of a utilizing Harris County department becomes necessary/required in the future, within ninety (90) days of a utilizing Harris County department providing specifications, vendor shall develop a method to electronically exchange data with the department's information systems to include, but not limited to, installs, violations, and standard reports. At no cost to the utilizing Harris County department, vendor shall work with the department's staff so that the electronic transmission of data to and from the vendor is possible via application programming interface(s) (API(s)). Electronic data transfer from the vendor to the utilizing Harris County department may also require the vendor to undertake some customization and integration tasks, which shall be undertaken by the vendor at no cost to the utilizing Harris County department.

NOTE: County departments shall retain the right to require updates to the information included on the vendor's website, whether removing or adding information.

F. Mandatory Equipment Requirements – Host Hardware (Applicable to RF/EM and OTS):

1. The entire hardware platform comprising the host and data storage capability shall be fully redundant and run concurrently. The redundant system shall mirror the primary system and be capable of being placed into service without rebooting the host ("hot-swappable"). Proposals must describe the design and general operations of the monitoring center and host (please include in Section II of your response to this RFP). Redundancy shall be defined as the duplication of critical components of a system with the intention of increasing system reliability in the event of component failure. It shall be assumed that data-dependent vendors, such as those providing EM services, would use some type of disk array as a fail-safe. If the vendor uses a different approach to minimize both data loss and down time, the County will review that information. While geographic redundancy is not required, such information should be included in the vendor's proposal.

Full back-up of participant data shall not interrupt normal operations, shall be accomplished at least once every twenty-four (24) hours, and backup data shall be stored offsite in a secure, fireproof storage facility. Proposals shall generally describe the location where back-up data is stored, including security arrangements, and shall clearly indicate its location relative to the monitoring center (please include in Section II of your response to this RFP).

2. The monitoring center shall have a backup battery power source that shall provide an uninterruptible power supply in the event of a power outage. Vendor shall also have, for its exclusive use, a generator powered by non-electrical fuel that shall supply the power necessary to support the host and the essential functions of the monitoring center for an indefinite period of time.
3. The monitoring center shall have backup telephone service from a second, distinct telephone service carrier, and shall utilize such service when any portion of the service provided by the primary telephone carrier becomes inoperable.
4. Vendor shall provide in its response to this RFP all contingency plans, procedures, and equipment, at no additional cost to the County or the departments, for movement to a backup

monitoring system to address loss of electrical power and loss or malfunction of vendor's primary telephone services, equipment/computer, host, or peripheral devices. Vendor shall agree to move the monitoring of the departments' participants to the backup system if a malfunction of the primary system cannot be corrected within two (2) hours of occurrence. Proposals must indicate the location of the backup monitoring system relative to the location of the vendor's primary monitoring system.

The vendor should also provide in its response to this RFP a specific contingency plan for continuation of services if vendor defaults on the contract.

G. Mandatory Equipment Requirements – Host Software (Applicable to RF/EM and OTS):

1. The system software and equipment shall:
 - a. Be “hacker” resistant by the use of a suitable operating system and by use of multi-layered login passwords for the vendor or assigned supervision staff who add, edit, and/or delete any participant information.
 - b. Assign unique site and employee identification for assigned supervision staff. When department employee turnover so requires, affected identification(s) shall be retired and retained in vendor's system for a period of one (1) year after expiration of this contract.
 - c. Provide a transaction log of all violation events and actions taken by vendor employees.
 - d. Recognize and alert the monitoring center to violation events as they are reported to the host.
 - e. Record the actual time and date of occurrence and time and date of receipt of all violation events and status changes.
 - f. Proposals must clearly describe the data that are routinely available for query by the departments without vendor involvement, and how such queries and reports would be accomplished (please include in Section II of your response to this RFP). At a minimum, the data routinely available for query by the departments without vendor involvement should include the following: first and last names, monitoring type, reference number System Person Number (SPN), device(s) serial number(s), start date, end date, days billed, agency name and location, and name of supervising officer. If vendor involvement is required to produce a given report, it shall be produced within three (3) business days of the initial request in a format acceptable to the requesting department.
 - g. Accept and process schedule changes made by monitoring center staff or assigned supervision staff immediately following entry into the system.
 - h. Possess electronic billing capability, preferably the ability to generate bills in comma separated values (.csv) or Microsoft Excel file extension (.xlsx) file formats. Please indicate in your response if structured query language (SQL)-compatible views are available.
2. Proposals should indicate whether the proposed host can initiate a call to a RF/EM device or OTD that will immediately determine the presence within range of the participant's transmitter or the location and status of his/her OTD (please include in Section II of your response to this RFP). Proposals should also indicate whether it is possible to create a notification profile and to customize notifications to individual clients.

H. Mandatory Equipment Requirements – Remote Workstations (Applicable to RF/EM and OTS):

1. Vendor shall provide secure internet access to current and past participant monitoring data, at a minimum, the preceding ninety (90) days, at no additional cost to the County or the departments, and vendor shall take all appropriate measures to secure and protect participant monitoring data from unauthorized access.

2. Authorized access shall permit monitoring center staff and assigned supervision staff to enroll participants, enter and revise participant schedules, review participant monitoring data, and terminate participant monitoring. At the departments' request, the vendor must provide any software required for secure internet access to participant data, as well as any support services necessary to ensure its proper installation and operation on department workstations, at no additional cost to the County or the departments. Proposals must clearly describe any software that is required to accomplish secure Internet access to participant data, the operating systems with which the software has proven to be compatible, and the software's minimum hardware requirements (please include in Section II of your response to this RFP).

I. Mandatory Services Requirements – RF/EM:

1. Vendor must establish and maintain a toll-free telephone number for customer service access on a 24/7/365 basis. A voicemail service is insufficient.
2. In combination with the electronic monitoring services the vendor shall provide “Offender/Defendant management” or “case management” services, which shall include, but not be limited to, the following:
 - a. Vendor employee(s) on-site at County departments during normal business hours whose duties shall include but not limited to:
 - 1) Daily receipt, review, interpretation and distribution of all electronic monitoring reports for department offenders/defendants. Vendor's employee(s) shall be responsible for verifying any violation(s) and notifying departments, through the offender's/defendant's assigned supervision officer or department's after-hours “on call” officer of any violation(s).
 - 2) Verifying offender/defendant's contact information, and proper functionality of offenders'/defendants' installed electronic monitoring equipment during department office visits, as applicable.
 - 3) Providing court testimony, either in person or written, as requested or required.
 - 4) The vendor shall provide necessary equipment and services for on-site employee(s), including but not limited to office supplies, computer(s) laptop(s), computer monitor(s), printer(s), copier(s), all computer accessories, as well as any necessary software, furniture, telephone(s), phone service, or internet service.
 - 5) The vendor shall collaborate with departments to determine further duties/responsibilities for on-site vendor employee(s).
 - b. Conducting offender/defendant orientation on electronic monitoring device(s) operational requirements, and enrolling offender(s)/defendant(s) into the program.
 - c. Collecting offender/defendant payments for service (Offender/Defendant Paid only).
 - d. Providing and maintaining a database computer system to enroll offenders/defendants, monitor their activities, and otherwise operate the offender/defendant case management system, which has the ability to provide custom reports to County departments. This database system should ensure access to offender/defendant information is restricted to only those persons so designated by the departments.

NOTE: County departments must approve a vendor employee prior to employee's start date.

3. The vendor shall provide monitoring on a 24/7/365 basis. Vendor must adhere to Harris County electronic monitoring procedures as outlined below.

- a. During normal County department business hours procedures by event/alert/violation type:
 - 1) Strap Violation/Tamper for RF Tracking:
 - a) Vendor shall attempt to contact the offender/defendant using all phone numbers available. If contact is made, vendor shall instruct offender/defendant to report immediately to the vendor to have the device inspected and replaced if needed. If no contact is made, proceed to step b).
 - b) If the offender/defendant reports to vendor as instructed, vendor shall inspect the device. If the device needs to be replaced, vendor shall replace. Pictures of the device/strap and a written report shall be provided to the designated department by 8:00 a.m. CST/CDT the following morning. The report shall include at a minimum a statement describing the condition of the device/strap.
 - 2) Dead Battery Violation for RF Tracking:
 - a) Vendor shall notify County department(s) by 8:00 a.m. CST/CDT the following business day.
 - 3) No Motion and Unable to Connect for RF Tracking:
 - a) Vendor shall check location, if location is documented employment, or jail, no action needs to be taken.
 - b) If the offender's/defendant's location is not documented employment or jail, the vendor shall attempt to contact the offender/defendant using all phone numbers available. A minimum of three (3) attempts within twenty (20) minutes to each phone number available should be made. If the offender/defendant remains in this status for more than six (6) hours without contact or reconnecting, the vendor is to notify the assigned County department officer immediately.
 - 4) Curfew Violation for RF Tracking:
 - a) Vendor shall notify the County department within one (1) business day of any curfew violations.
- b. Procedures by event/alert/violation type after hours:
 - Strap Violation/Tamper for RF Tracking:
 - i. Vendor shall attempt to contact the offender/defendant using all phone numbers available. If contact is made, vendor shall instruct offender/defendant to report immediately to the vendor to have the device inspected and replaced if needed. If no contact is made, proceed to step b).
 - ii. If the offender/defendant reports to vendor as instructed, vendor shall inspect the device. If the device needs to be replaced, vendor shall replace. Pictures of the device/strap and a written report shall be provided to the County department by 8:00 a.m. CST/CDT the following morning. The report shall include at a minimum a statement describing the condition of the device/strap.
 - iii. Vendor shall notify the County department via email to be received by department by 8:00 a.m. CST/CDT the following business day.
 - Dead Battery Violation for RF Tracking:
 - i. Vendor shall notify the County department by 8:00 a.m. CST/CDT the following

business day.

No Motion and Unable to Connect for RF Tracking:

- i. Vendor shall check location, if location is documented employment, or jail, no action needs to be taken.
- ii. If the offender's/defendant's location is not documented residence, employment or jail, vendor shall attempt to contact the offender/defendant using all phone numbers available. A minimum of three (3) attempts within twenty (20) minutes to each phone number available should be made. If the offender/defendant remains in this status for more than six (6) hours without contact or reconnecting, the vendor is to notify the department's after-hours officer immediately.

NOTE: Upon award of contract, County departments will coordinate with vendor to update procedures to include vendor's titles for events/alerts/violations and departments' response(s) for events/alerts/violations. Departments further reserve the right to adjust procedures as needed.

- c. County departments will provide vendor with after-hours cell phone numbers that will be used by departments' after-hours "on call" officers.
4. Vendor shall accommodate the service requirements of offender(s)/defendant(s) on a 24/7/365 basis.
5. With the issuance of this RFP, it is the expressed intent of departments to address the individual needs of offenders/defendants while providing maximum protection to the public as is practical.
6. Vendor shall, at a minimum, provide a cellular option for participants that do not have a landline telephone.

NOTE: Vendor shall clearly indicate in its response to the RFP, how the vendor will meet the service needs listed in this section.

8. DEPARTMENT PAID ONLY (Pretrial Offenders/Defendants)

- a. County departments shall provide financial relief to pretrial offenders/defendants who apply for such assistance and who, at the time of placement, are recipients of either food stamps under the Supplemental Nutrition Assistance Program, Supplemental Security Income due to age or disability, or other government assistance. The County departments will determine who qualifies for financial subsidy.
- b. The County departments have limited funding for pretrial offenders/defendants and will provide financial relief for those that qualify as long as funding is available.

J. Mandatory Services Requirements – GPS:

1. Vendor must establish and maintain a toll-free telephone number for customer service access on a 24/7/365 basis. A voicemail service is insufficient. If utilizing departments decide to permit use of subcontractor(s), any subcontractor being used as part of this RFP must also establish and maintain a toll-free number for customer service access on a 24/7/365 basis. A voicemail service is insufficient.
2. In combination with the electronic monitoring services the vendor shall provide "Offender/Defendant management" or "case management" services, which shall include, but not limited to, the following:

- a. Vendor employee(s) on-site at County departments during normal department business hours whose duties shall include but not limited to:
 - 1) Daily receipt, review, interpretation and distribution of all electronic monitoring reports for department offenders/defendants. Vendor's employee(s) shall be responsible for verifying any violation(s) and notifying departments, through the offender's/defendant's assigned supervision officer or departments' after-hours "on call" officer(s) of any violation(s).
 - 2) Verifying offender/defendant's contact information, and proper functionality of offenders'/defendants' installed electronic monitoring equipment during department office visits as applicable.
 - 3) Providing court testimony, either in person or written, as requested or required.
 - 4) Vendor shall provide necessary equipment and services for on-site employee(s), including but not limited to office supplies, computer(s), laptop(s), computer monitor(s), printer(s), copier(s), all computer accessories, as well as any necessary software, furniture, telephone(s), phone service, or internet service.
 - 5) Vendor shall collaborate with departments to determine further duties/responsibilities for on-site vendor employee(s).
- b. Conducting offender/defendant orientation on electronic monitoring device(s) operational requirements, and enrolling offender(s)/defendant(s) into the program.
- c. Collecting offender/defendant payments for service (Offender/Defendant Paid only).
- d. Providing and maintaining a database computer system to enroll offenders/defendants, monitor their activities, and otherwise operate the offender/defendant case management system, which has the ability to provide custom reporting to County departments. This database system should ensure access to offender/defendant information is restricted to only those persons so designated by County departments.

NOTE: County departments must approve a vendor employee prior to the employee's start date.

3. Vendor shall provide monitoring on a 24/7/365 basis. Vendor must adhere to Harris County GPS electronic monitoring procedures as outlined below.
 - a. During normal department business hours procedures by event/ alert/violation type:
 - 1) Strap Violation/Tamper for Active GPS Tracking:
 - a) Vendor shall attempt to contact the offender/defendant within fifteen (15) minutes using all phone numbers available. If contact is made, vendor shall instruct offender/defendant to report immediately to the vendor to have the device inspected and replaced if needed. If no contact is made, proceed to step b).
 - i. If the offender/defendant reports to vendor as instructed, vendor shall inspect the device. If the device needs to be replaced, vendor shall replace. Pictures of the device/strap and a written report shall be provided to department by 8:00 a.m. CST/CDT the following morning. The report shall include at a minimum a statement describing the condition of the device/strap, including whether the device demonstrated conditions consistent with tampering. If the offender/defendant does not report to the vendor within one hour, vendor shall check tracking points, and contact the department's officer.
 - b) Vendor shall notify the department's officer using the phone numbers provided by department, within fifteen (15) minutes.

2) Strap Violation/Tamper for Passive GPS Tracking:

- a) Vendor shall attempt to contact the offender/defendant using all phone numbers available. If contact is made, vendor shall instruct offender/defendant to report immediately to the vendor to have the device inspected and replaced if needed. If no contact is made, proceed to step b) above.
 - i. If the offender/defendant reports to vendor as instructed, vendor shall inspect the device. If the device needs to be replaced, vendor shall replace. Pictures of the device/strap and a written report shall be provided to the County department by 8:00 a.m. CST/CDT the following morning. The report shall include at a minimum a statement describing the condition of the device/strap.

3) Exclusion Zone Violation Active GPS Tracking:

- a) Vendor shall attempt to contact the offender/defendant within fifteen (15) minutes using all phone numbers available.
 - i. If contact is made, the vendor shall instruct the offender/defendant to immediately leave the zone. If the offender/defendant fails to immediately leave the exclusion zone, vendor shall notify the department officer immediately or no later than fifteen (15) minutes.
 - ii. If no contact is made, the vendor shall notify the County department's officer.
 - iii. If the victim has chosen to be notified, vendor shall accomplish notification via text message.
- b) If contacted by the vendor, the County department's officer will attempt to contact the offender/defendant using all phone numbers available.
 - i. If contact is made, the department's officer shall question the offender/defendant about why they are in the exclusion zone and shall instruct offender/defendant to leave the exclusion zone immediately.
 - ii. Department's officer will verify vendor's attempt to contact the victim in appropriate cases (see above).
 - iii. If no contact is made, the department officer shall notify a department supervisor and staff the case. After staffing and review of the case, if it is determined that court notification is needed, the case will be staffed immediately with a court officer or judge.

4) Dead Battery Violation for Active GPS Tracking:

- a) Vendor shall attempt to contact the offender/defendant within fifteen (15) minutes using all phone numbers available.
 - i. If contact is made, the vendor shall instruct the offender/defendant to immediately charge the device. If the offender/defendant fails to immediately start the charging process, vendor shall notify the County department's officer.
 - ii. If no contact is made within fifteen (15) minutes, the vendor shall notify the County department's officer.
 - iii. The vendor is to notify the County department's officer of the length of time the offender/defendant was not being tracked.

2) Dead Battery Violation for Passive GPS Tracking:

- a) Vendor shall notify the County department by 8:00 a.m. CST/CDT the following business day.
- 3) Motion No GPS and Unable to Connect for Active, and Passive Tracking:
 - a) Vendor shall check location, if location is documented employment, or jail, no action needs to be taken.
 - b) If the offender's/defendant's location is not documented employment or jail, the vendor shall attempt to contact the offender/defendant using all phone numbers available. A minimum of three attempts within twenty (20) minutes to each phone number available should be made. If the offender/defendant remains in this status for more than six (6) hours without contact or reconnecting, the vendor is to notify the County department's officer immediately.
- 4) Curfew Violation for Active and Passive GPS Tracking:
 - a) Vendor shall notify the County departments within one (1) business day of any curfew violations.
- 1. Procedures by event/alert/violation type after hours:
 - 1) Strap Violation/Tamper for Active GPS Tracking:
 - a) If a single strap alert is received and clears without further alerts, vendor shall attempt to contact the offender/defendant within fifteen (15) minutes using all phone numbers available. If contact is made, vendor shall instruct offender/defendant to report immediately to the vendor to have the device inspected and replaced if needed.
 - i. If the offender/defendant reports to vendor as instructed, vendor shall inspect the device. If the device needs to be replaced, vendor shall replace. Pictures of the device/strap and a written report shall be provided to the County department by 8:00 a.m. CST/CDT the following morning. The report shall include at a minimum a statement describing the condition of the device/strap, including whether the device demonstrated conditions consistent with tampering.
 - ii. If the offender/defendant does not report to the vendor within one hour, vendor shall check tracking points, and contact the department's after-hours officer.
 - b) If a single strap alert is received and clears without further alerts, vendor shall attempt to contact the offender/defendant within fifteen (15) minutes using all phone numbers available. If no contact is made:
 - i. Vendor shall contact the department's after-hours officer within fifteen (15) minutes using the provided department phone numbers.
 - ii. If the offender/defendant reports to vendor as instructed, vendor shall inspect the device. If the device needs to be replaced, vendor shall replace. Pictures of the device/strap and a written report shall be provided to the County department by 8:00 a.m. CST/CDT the following morning. The report shall include at a minimum a statement describing the condition of the device/strap, including whether the device demonstrated conditions consistent with tampering.

- c) If an unresolved/multiple strap alert is received, vendor shall attempt to contact the offender/defendant within fifteen (15) minutes using all phone numbers available. If contact is made, vendor shall instruct offender/defendant to report immediately to the vendor to have the device inspected and replaced if needed.
 - i. If the offender/defendant reports to vendor as instructed, vendor shall inspect the device strap and a written report shall be provided to the County department by 8:00 a.m. CST/CDT the following morning. The report shall include at a minimum a statement describing the condition of the device/strap, including whether the device demonstrated conditions consistent with tampering.
 - ii. If the offender/defendant does not report to the vendor within one hour, vendor shall check tracking points, and contact the department's supervision after-hours officer.
 - d) If an unresolved/multiple strap alert is received, vendor shall attempt to contact the offender/defendant within fifteen (15) minutes using all phone numbers available. If no contact is made:
 - i. Vendor shall contact the department's after-hours officer within twenty (20) minutes using the provided department phone numbers.
 - e) Vendor shall provide a written report to the County department by 8:00 a.m. CST/CDT the following morning, including offender's/defendant's last known whereabouts and any further movement of the device.
- 2) Strap Violation/Tamper for Passive GPS Tracking:
- a) Vendor shall attempt to contact the offender/defendant using all phone numbers available. If contact is made, vendor shall instruct offender/defendant to report immediately to the vendor to have the device inspected and replaced if needed. If no contact is made, proceed to step b).
 - i. If the offender/defendant reports to vendor as instructed, vendor shall inspect the device. If the device needs to be replaced, vendor shall replace. Pictures of the device/strap and a written report shall be provided to the County department by 8:00 a.m. CST/CDT the following morning. The report shall include at a minimum a statement describing the condition of the device/strap.
 - b) Vendor shall notify the County department via email to be received by the department by 8:00 a.m. CST/CDT the following business day.
- 3) Exclusion Zone Violation Active Tracking:
- a) Vendor shall attempt to contact the offender/defendant within fifteen (15) minutes using all phone numbers available.
 - b) If contact is made, the vendor shall instruct the offender/defendant to immediately leave the zone. If the offender/defendant fails to immediately leave the exclusion zone, vendor shall notify the County department's after-hours officer.
 - c) If no contact is made, the vendor shall notify the department's after-hours officer.

- d) If the victim has chosen to be notified, vendor shall accomplish notification via text message.
- 4) Dead Battery Violation for Active Tracking:
 - a) Vendor shall attempt to contact the offender/defendant using all phone numbers available within fifteen (15) minutes.
 - i. If contact is made, the vendor shall instruct the offender/defendant to immediately charge the device. If the offender/defendant fails to immediately start the charging process, vendor shall notify the County department's officer.
 - b) If no contact is made, the vendor shall notify County department's after-hours officer.
- 5) Dead Battery Violation for Passive GPS Tracking:
 - a) Vendor shall notify the County department by 8:00 a.m. CST/CDT the following business day.
- 6) Motion No GPS and Unable to Connect for Active and Passive Tracking:
 - a) Vendor shall check location, if location is documented employment, or jail, no action needs to be taken.
 - b) If the offender's/defendant's location is not a documented residence, employment or jail, the vendor shall attempt to contact the offender/defendant using all phone numbers available. A minimum of three attempts within twenty (20) minutes to each phone number available should be made. If the offender/defendant remains in this status for more than six (6) hours without contact or reconnecting, the vendor is to notify the County department's after-hours officer immediately.

NOTE: Upon award of contract, the County departments will coordinate with vendor to update procedures to include vendor's titles for events/alerts/violations and the departments' required responses for events/alerts/violations. The County departments further reserve the right to adjust procedures as needed.

- 2. County departments will provide vendor with after-hours cell phone numbers that will be used by departments' after-hours "on call" officers.
- ii. The vendor shall accommodate the service requirements of offender(s)/defendant(s) on a 24/7/365 basis.
 - iii. With the issuance of this RFP, it is the expressed intent of the departments to address the individual needs of offenders/defendants while providing maximum protection to the public as is practical.
 - iv. The vendor shall waive installation fees for those offenders/defendants who are under service with another provider and are required to begin services with the vendor as a result of this RFP.
 - v. The vendor shall waive removal fees for those offender(s)/defendant(s) who are under service with another provider, are required to begin service with the vendor as a result of this RFP and show proof that a removal fee was paid with previous vendor.
 - vi. The vendor shall, at a minimum, provide a cellular option for participants that do not have a landline telephone.

NOTE: Vendor should clearly indicate in its response to the RFP, how the vendor will meet service needs listed in this section.

b. Mandatory Services Requirements – Other (Applicable to RF/EM and OTS):

- i. Vendor shall provide trained and certified personnel to continuously staff the monitoring center and provide participant violation event notification, activity reports, and daily monitoring reports on a 24/7/365 basis. Proposals shall clearly describe and be included in Section II of your response to this RFP monitoring center staffing patterns, to include information related to:
 1. Monitoring center staff to participant ratios (there is no preferred ratio and the statistic itself is but one piece of contextual information; that is, a highly automated approach to monitoring may be expected to have a greater ratio than would an approach that relies less on automation);
 2. Monitoring center staff scheduling, including minimum staffing per shift;
 3. Monitoring center staff supervision;
 4. How 24/7/365 monitoring shall be accomplished; and
 5. How logs are created and maintained for all telephone, text message, emails and facsimile calls attempted and completed, including date, time, and the associated incident.
- ii. Vendor shall provide technical support and customer service staff accessible to the departments by telephone on a 24/7/365 basis. Vendor shall ensure vendor employees are trained and certified to provide technical assistance to departments' staff and deal effectively with all issues regarding the proposed services. Vendor shall develop written operational procedures specific to each department for reference by vendor employees.
- iii. Proposals shall clearly describe any quality improvement training provided to vendor employees and the type and frequency of any quality assurance activities designed to ensure accurate data entry (please include in Section II of your response to this RFP).
- iv. Monitoring center staff shall not be able to modify participant monitoring data, system programming, or host data recorded as participant monitoring history. It is expected that lower-level staff would be prohibited from making changes to system programming and participant monitoring data.
- v. Vendor shall provide toll-free telephone and facsimile numbers for assigned supervision staff to contact the operators, technical support and customer service staff at the monitoring center.
- vi. Monitoring center staff shall promptly detect violation events, non-violation events, power or telephone interruptions, equipment malfunctions, and low-battery messages incoming from receivers on a 24/7/365 basis. Central monitoring staff shall:
 1. In the event of a defined violation event, or power or telephone line interruption:
 - a. immediately telephone the participant's residence and attempt to resolve the matter by determining the participant's status and/or the cause of the problem in order to restore normal monitoring conditions, and
 - b. include event data and the information gained through these telephone contacts in contemporaneous violation event reports generated for assigned supervision staff, as directed by each department.

2. In the event of a low-battery message or other equipment malfunction:
 - a. notify the technician to take corrective action and notify the assigned supervision staff, and
 - b. notify the assigned supervision staff when normal monitoring conditions are restored, as directed by each department.

vii. In addition to any other reports required by the departments, for participants assigned to RF/EM monitoring, vendor shall make computer-generated daily monitoring summary reports available to the departments in a format acceptable to each department. At the beginning of each business day, no later than 6:30 a.m. CST/ CDT, the departments shall receive, or be able to generate, a report for each participant, including the date and time of the report and all data for all events occurring since the last report, through 6:00 a.m. CST/CDT of the date the report is received or generated.

Vendor shall provide or make available additional computer-generated reports containing specific monitoring data at the request of assigned supervision staff. At a minimum, vendor shall be required to provide the following reports to each department:

1. Activity report (by date range for participants, individually or in groups),
2. Summary of violation events (by date range for participants, individually or in groups),
3. Utilization detail (by date range and participant, may be grouped on other variables),
4. Utilization summary (by date range, may be grouped on other variables),
5. Active equipment detail (containing the serial numbers of transmitters, receivers, and other equipment in use by the department, with participant and assigned supervision staff data),
6. Inactive equipment detail (containing the serial numbers of transmitters, receivers, and other equipment assigned and available to the department but not in use, with participant and assigned supervision staff data),
7. Returned equipment detail (by date range, containing the serial numbers of transmitters, receivers, and other equipment assigned to department but returned to vendor by technician for repair or replacement, and the reason for return), and
8. Lost equipment detail (by date range, containing the serial numbers of transmitters, receivers, and other equipment assigned to the department but reported by the technician as lost, stolen, or otherwise not recovered).

Reports shall be deliverable by facsimile, electronic mail, and remote workstation. Each department shall determine which form of delivery is utilized, and each department reserves the right to change the form of delivery during the term of the contract. In the event reports are not deliverable by facsimile, electronic mail, or remote workstation due to service outages affecting vendor and/or departments, vendor shall ship hard copies of the requested reports via next day delivery service to each affected department at no additional cost to the County or the departments.

viii. Each department will determine the exact content and format of the reports after award of the contract and the format of all reports provided by the vendor shall be determined and/or

approved by the department prior to use by the vendor. The vendor shall provide a sample of all reports available in response to the RFP. Vendor shall make verbal notification to each department's authorized representative of any interruption in services or delay in processing affecting the host or the vendor's telecommunications system that lasts longer than fifteen (15) minutes. Notification shall be made within ten (10) minutes of the fifteen (15) minute interruption (i.e., if services are interrupted at 8:00 a.m. and vendor is unable to restore services by 8:15 a.m., each department must be notified no later than 8:25 a.m.). Verbal notification shall be provided by vendor on a 24/7/365 basis. Following verbal notification, vendor shall prepare and transmit written notice of the interruption to each department's authorized representative. Such notice shall include the date and time the interruption began, the date and time normal operating conditions were restored, a description of the problem, and the vendor's plan for preventing the occurrence of similar problems in the future.

- ix. Vendor shall provide services for participants residing in Harris County, Texas, and in counties contiguous to Harris County. An estimated ninety percent (90%) of the units are installed in Harris County.

The Vendor must enroll the offender/defendant in electronic monitoring services and must have equipment issued to the offender/defendant the same day ordered or the same day of the notification by department staff. For offenders/defendants that have transferred into Harris County from another County in Texas or another state, department staff will notify vendor upon receipt of a court order. Vendor will only install and terminate services in department office space during the business hours of business days. Vendor may utilize the service center to complete services at any time. Vendor shall provide as many technicians as necessary to comply with this requirement. For purposes of these requirements:

1. The terms "working day(s)," "business day(s)," and "business hour(s)" shall be defined as any weekday, (Monday through Friday) from 7:00 a.m. to 5:00 p.m., but shall not include Sunday, Saturday, or any day that has been designated by Harris County as a County holiday. A notification protocol and procedures governing the reporting of after-hours alert events shall be developed by each department after contract award. Each department reserves the right to change or modify its after-hours notification procedures during the term of the contract.
2. The term "calendar day" shall be defined as any day of the week, and shall include Sunday, Saturday, and any day that has been designated by Harris County as a County holiday. A list of Harris County holidays is available at: <https://www.harriscountytexas.gov/Residents/Information/Harris-County-Holidays>.

It is the vendor's responsibility to ensure the exclusion and inclusion zone are accurately entered into vendor's system. Equipment installation usually takes place in the participants' residences, since that is the environment in which the installed equipment must function, and device placement can affect both setup and monitoring. Vendors may propose alternatives in which participants may be involved but must clearly explain how they will ensure proper setup and detail their plan for dealing with ineffective setup within the specified time frames.

Some situations may necessitate that the technician travel to a County building to install a RF/EM unit or OTD, and those situations usually require same-day installation. The stated time constraints apply to equipment installations and to equipment removal/retrieval. Department can authorize payment only for the period which a participant is being

monitored (from the installation date to the date monitoring is terminated.) The vendor shall terminate service immediately upon notification by the County department, remove/retrieve the equipment from offender/defendant within twenty-four (24) hours of notification, and respond to the County department with written confirmation of date of termination.

- x. Non-Payment – Termination Notice. Vendor shall not terminate offender/defendant, deactivate, or uninstall the electronic monitoring device until the County department or Court has authorized removal of the device.

If supervision termination is foreseeable, the department may permit a participant to turn in his or her EM equipment at the department's office. However, equipment retrieval is vendor's responsibility, and most retrievals occur at the participants' residences. In the event of a participant arrest, transmitters may have to be retrieved from law enforcement agencies or jails.

The RFP does not indicate that any department will provide personnel to accompany the vendor's technician to a residence. All requests for technician services or assistance, whether originating from the monitoring center or a department, but not including those for installation or removal, shall be addressed within one (1) calendar day. Vendor shall provide as many technicians as necessary to comply with this requirement. Monitoring center staff or the technician must, within two (2) calendar days of such request, provide a written response that describes how the request was addressed and the matter resolved.

- xi. Vendor shall have written operational and procedure manuals, contingency plans, and disaster recovery plans for the monitoring center. Proposal must be accompanied by a copy of such manuals and plans, which shall be kept confidential, and a copy of such documents will be provided to each department for review along with vendor's proposal. After contract award, all revisions/updates to such manuals shall be forwarded to each department as they are released.

c. Mandatory Services Requirements - Training / Account Management / Technician Services
(Applicable to all services)

- i. Vendor shall, at no additional cost to the County or departments, provide full (to include initial and refresher) training for assigned supervision staff related to the services provided by vendor (i.e., current services, interpreting the reports, web-based services, etc.), and any supplemental training as needed. Vendor shall further agree to provide, at no additional cost to departments or offender/defendant, comprehensive offender/defendant training including but not limited to: a) The operation and proper maintenance of the electronic monitoring equipment; and b) service center location. These trainings shall take place at the departments' offices or at other location(s) designated by the departments. Additional or supplemental trainings shall be provided by vendor as department employee turnover creates need and shall be delivered by vendor to the requesting department(s). Under this paragraph, training needs will be determined and approved by participating departments. Subject to approval by participating departments, vendor shall develop an instruction booklet to be used to instruct participants and their families on the use and care of the monitoring equipment.
- ii. Proposals shall include in Section II of your response to this RFP an inventory control plan that reflects procedures for maintaining an accurate inventory of all equipment (e.g., units in use, units not in use, units returned) relative to services provided under the terms of the contract. The inventory control plan shall be approved by the departments prior to contract

award.

- iii. Proposals shall designate and include in Section II of your response to this RFP vendor employee(s) who will be primarily responsible for management and service of the departments' accounts resulting from this RFP ("account manager"). Vendor shall provide a current resume and verification of a completed criminal records check for said account manager prior to contract award. Vendor shall provide such information and verification for any person(s) subsequently designated as the account manager. Departments reserve the right to reject vendor's selection of the account manager designated for the contract.
 - iv. Account manager shall serve as the point of contract for departments' authorized representatives and shall be responsible for:
 - providing local training to departments' staff,
 - providing technical assistance,
 - reviewing monitoring and equipment performance,
 - resolving issues and ensuring customer satisfaction,
 - maintaining accurate inventory records related to the vendor's equipment in use by the departments,
 - providing customer support to include onsite visits to departments' offices, and
 - facilitating the implementation of services and any subsequent changes approved, required and/or requested by the departments.
 - v. Vendor shall designate prior to contract award, at least one (1) full-time technician, located in Harris County, whose sole duty shall be to attach, install, remove, retrieve, maintain, and service the equipment provided to each department under the contract. Vendor shall provide as many technicians as are required to meet the deadlines set forth in this contract. Vendor shall provide a current resume and verification of a completed criminal records check for said technician(s) prior to contract award. Vendor shall provide such information and verification for any person(s) subsequently designated as a technician. Departments reserve the right to reject vendor's selection of the technician designated for the contract.
 - vi. Vendor shall provide a copy with its proposal of its training or user's manual for departments' end user staff that includes information explaining the utilization of the equipment, services, and software system(s) to be provided to the departments.
 - vii. Vendor shall notify the departments' authorized representatives of separation from employment, regardless of the reason for such separation, of the account manager or technician(s) managing and/or servicing the departments' accounts under the terms of the contract. Such notice shall be provided in writing within three (3) calendar days of separation. Vendor shall exercise care and diligence in filling the resulting vacancy and shall do so within thirty (30) days after the position becomes vacant. In no event, shall vendor permit the existence of a vacancy in one of the aforementioned positions to affect the services provided to departments under the terms of the contract.
- D. Mandatory Services Requirements - Spare Equipment / Equipment Maintenance / Liability (Applicable to all services)
1. Vendor and technician are responsible for equipment inventory management and shall take all necessary steps to maintain the required store of equipment. Vendor shall pay all shipping and handling costs associated with inventory management.

2. Vendor shall maintain all equipment in good operating condition and arrange for prompt repair or replacement of defective or malfunctioning parts or equipment at no additional cost to the County or departments within one (1) hour and a half after the notice or knowledge of a malfunction or failure. Vendor shall notify County departments, as applicable, immediately upon completion of the repair and/or replacement. Departments shall not be responsible for the maintenance and/or replacement of damaged or lost unit(s) caused by malfunction, negligence and/or intentional damage. Vendor shall not bill County departments for any units. Any alterations in equipment manufacturer or fabrication, or any proposed use of substitute equipment will require prior approval. The alert time for any widespread known recall or malfunction shall be one (1) business day.
3. Vendor shall provide a minimum of one (1) spare unit, by type, for every ten (10) units in active use by departments [e.g., a minimum of one (1) spare transmitter for every ten (10) transmitters, one (1) spare OTD for every ten (10) OTDs, at no additional cost to the County or departments. In the event that fewer than ten (10) units of a given type are in use, vendor shall maintain availability of at least one spare unit. Spare units shall be housed within Harris County at a location arranged and paid for by vendor for that purpose, and at all times shall be accessible by the technician. Spare allowance shall be calculated on a weekly basis, based on the total number of active units as of 6:00 a.m., CDT/CST, on the second business day of the week.
4. Spare equipment shall be used when active equipment becomes inoperable or unavailable for departments' use, or when it is needed to perform additional installations on new participants. Regardless of the reason for use, vendor shall make timely adjustments in the number and type of spare equipment required so as to maintain at all times the ten percent (10%) minimum requirement. Department shall make payment to vendor for spare equipment at the rate specified in this contract only when that spare equipment is in service.
5. Vendor's inventory management shall ensure that at least four (4) RF/EM receivers with cellular communication capability are available for new or replacement installations each Thursday evening.
6. Vendor shall replace absconded/lost, stolen, or damaged beyond repair equipment at no additional cost to the County or departments and in a time frame that ensures the required store of spare equipment. Departments will not pursue criminal action or file theft charges against a participant if equipment is un-recovered or maliciously damaged; however, departments will provide documentation detailing the nature of the incident(s) resulting in equipment loss or damage. Neither the County nor departments shall assume any responsibility for lost, stolen, damaged, or un-recovered equipment.
7. Vendor agrees to assume complete responsibility for all real and tangible personal property used by vendor in the delivery of services pursuant to the contract. Neither the County nor the departments shall assume liability for any property damage or loss resulting from the use of equipment or services provided by vendor, and vendor shall indemnify the County and departments against any such claims.
8. Assigned supervision staff, through monitoring center staff or other means approved by departments, shall generate or approve all work orders. Vendor shall ship all equipment and parts to technician for his/her use in providing services.

E. Mandatory Service Requirements - Security and Privacy (Applicable to all services)

1. Vendor shall require that vendor staff who provide services meet sufficient standards of integrity to ensure that:

- confidentiality of participant records is not compromised,
 - unauthorized access to the system is not allowed and no information is disclosed to any third party without written authorization of the affected department,
 - juvenile participant records shall be maintained and segregated from adult participant records and,
 - data received or generated by the monitoring system are not altered.
2. Vendor shall make available all records relating to a participant upon and in accordance with a written request by designated department staff. Disclosure of records and discussion with staff members under this paragraph shall be on an “unrestricted communication” basis.
 3. Vendor shall ensure that all individuals having access to or custody of records understand and comply with the confidentiality requirements of the contract. All vendor employees shall be bonded or covered by vendor’s professional liability/ errors and omission insurance.
 4. Vendor shall store and maintain for inspection and examination by each department insurance coverage, all monitoring data, reports and records associated with services provided to that department under the terms of the contract for a period of five (5) years after contract expiration. Vendor shall retain the electronic monitoring records of each offender/defendant for the duration of their period of community supervision, regardless of when the vendor services are discontinued, plus an additional three (3) years past the expiration or revocation of community supervision. If a conflict is deemed to arise between the potential retention durations required by the prior two sentences, the longer potential retention duration shall apply to the records and data.
 - a. Vendor shall have in place a records back-up system to recover records in the event of a disaster and/or catastrophic loss of data storage. This system shall be initially inspected and approved by the County departments and shall be made available for inspection at any time, as requested by the County departments. Vendor shall allow County departments to access to these records in their database beyond the scope of the contract if necessary to meet this requirement.
 - b. In the event of any litigation, claim, or audit involving these records that begins before the records retention period expires, vendor shall 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 affected department and vendor. At the end of this data retention period, vendor shall provide each department with all participant monitoring data, and each department will determine in what format the monitoring data are provided (*e.g.*, Secure File Transfer Protocol (SFTP)/other secure file transfer solution, magnetic tape, Compact Disc (CD), Digital Video Disc (DVD), flash drive). When providing a department with its’ participant monitoring records at the end of the data storage requirement term, vendor shall also provide evidence or sworn statements that the department’s participant records have been removed from vendor’s system. Each department reserves the right to shorten its’ respective data retention period and require transmittal and removal from vendor’s system at an earlier date.

5. Vendor shall notify the affected department immediately upon receipt of any legal process requesting or requiring disclosure of any participant records.
 6. Vendor shall provide a statement of acknowledgement and detailed description of measures taken to ensure compliance with and adherence to each of the following requirements of confidentiality:
 - a. No unauthorized access to the system is allowed and no information shall be disclosed to any third party without the written authorization of the County departments or by order of a court of competent jurisdiction.
 - b. The confidentiality of offender/defendant records shall not be compromised.
 - c. All data collected shall be saved in its original form and shall not be altered. Make available all records relating to an offender/defendant upon and in accordance with a written request by designated department staff. Disclosure of records and discussion with staff members under this paragraph shall be on an “unrestricted communication” basis.
 - d. Vendor shall ensure that all persons having access to, or custody of, records understand and comply with the confidentiality requirements of the contract.
 - e. Vendor shall notify department(s) immediately upon receipt of any legal process requesting or requiring disclosure of any records of any offender/defendant.
 7. Vendor shall, upon request of departments or in response to a subpoena, appear or submit an affidavit and testify in any legal proceedings convened by a court of competent jurisdiction at no additional cost to the County or departments.
 8. Vendor shall have a written security plan for the monitoring center. On request, vendor shall allow the departments’ authorized representatives to review the security plan.
 9. Monitoring center shall have an alarm system that is monitored on a 24/7/365 basis by an independent security firm or a local law enforcement agency. Proposals shall clearly specify what company or public agency is responsible for monitoring the alarm system and the method of monitoring (please include in Section II of your response to this RFP).
- F. Mandatory Service Requirements - Release of Information (Applicable to all services)
1. Any personal or monitoring information regarding participants that is made available to the vendor shall be used by vendor only for the purpose of providing electronic monitoring services and carrying out the provisions of the awarded contract(s), and shall neither be divulged nor made known in any manner to any person, except as may be necessary to provide services as required by the departments and the contract.
 2. Vendor understands that the data and client records available to vendor under the terms of the contract are government records, and vendor agrees to assume responsibility for protection of the confidentiality of those client and government records and shall assure that all work shall be performed under the supervision of vendor or vendor’s responsible employees.
 3. Each officer or employee of vendor to whom information may be available or disclosed shall be notified in writing by vendor that information disclosed to such officer or employee can be used only for a specific purpose and to the extent necessary to accomplish the electronic monitoring services for the departments’ clients.
 4. Vendor shall provide a statement of acknowledgement and a detailed description of measures taken to ensure each of the following requirements of disclosure:

- a. Any personal or monitoring information regarding the offender/defendant that is made available to the vendor shall be used by vendor only for the purpose of providing electronic monitoring services and shall not be divulged or made known in any manner to any person except as may be necessary to provide services as required by the County departments.
- b. Vendor shall be responsible for protection of the confidentiality of each offender's/defendant's records and shall assure that all work is performed under the supervision of the vendor or vendor's responsible employees.
- c. Each employee of the vendor to whom information may be available or disclosed shall be notified in writing by the vendor that the information disclosed can be used only for specific purposes and to the extent necessary to accomplish the electronic monitoring services for the offender/defendant.

G. Remote Alcohol Monitoring Device (RAMD) Requirements

Departments are interested in remote monitoring of alcohol use, and vendor proposals should address availability of the following variants of such services.

1. Residential RAMD (RRAMD)

- a. A proposed RRAMD shall be capable of accepting a deep-lung breath specimen from a participant and comparing it to a calibrated breath alcohol standard that is stored in the RRAMD's memory. The breath alcohol measurement of participant specimens shall be accomplished using fuel cell technology.
- b. RRAMD shall provide a numeric result that represents the participant's breath alcohol concentration (BrAC) and accurately corresponds to the participant's blood alcohol concentration (BAC).
- c. RRAMD shall provide a means by which authorized supervision staff or monitoring center staff can accurately determine that the user providing the breath specimen is the participant. RRAMD shall have anti-circumvention features that minimize the possibility of a specimen source other than the participant. Proposal shall clearly describe the means by which positive identification is established, the anti-circumvention features of RRAMD, and the means by which RRAMD calibration is performed and assured.
- d. RRAMD shall transmit equipment status data, including, but not limited to, calibration status, equipment and battery condition, power and telephone line connects and disconnects, and tamper status. All data reported shall be time-stamped.
- e. RRAMD shall transmit specimen and result data to the host via POTS. Proposals must address whether the proposed device(s) also may be used with digital, broadband, and/or fiber-optic residential telephone service. RRAMD shall be able to be used with any brand or type of telephone, including standard pulse, rotary, or touch-tone telephones. It shall be capable of easy attachment to a participant's telephone and/or telephone outlet using a standard RJ-11 modular telephone connector jack or plug. RRAMD shall be capable of use with standard two (2) -pin electrical outlets [{"Type A"}] or National Electrical Manufacturers Association (NEMA) - "NEMA 1"}] and a 110 to 120-volt, alternating current power source. It shall have an internal, redundant power source that will provide sufficient operating power for at least twelve (12) hours, and at least two (2) breath tests, when fully charged. The proposed RRAMD must be compatible and usable in conjunction with the other electronic monitoring devices proposed by vendor.
- f. Proposal shall clearly indicate which, if any, special features (i.e., call waiting, call forwarding, etc.) must be removed from the telephone line to be used by the BAMD, and

whether additional restrictions must be observed by participant (i.e., the receiver cannot be used in conjunction with a cordless telephone or a computer modem) to avoid interference with RRAMD operation (please include in Section II of your response to this RFP).

g. BAMD shall be designed for use at a fixed location and shall utilize ANI or similar technology to verify the telephone number from which the RRAMD is contacting the host. Vendor's system shall record the originating telephone number each time the RRAMD contacts the host and shall report whether the originating number differs from the expected number.

h. RRAMD must comply with FCC regulations. If the proposed device has FCC registration or certification for its' intended use, that information must be included in the proposal.

2. Transdermal RAMD (TRAMD)

a. A proposed TRAMD shall be a body-worn device capable of scheduled collection of transdermal specimens from a participant and recording of electrochemical data related to each such specimen.

b. The TRAMD and its supporting system shall be capable of periodic upload of the data to a host, automated and/or manual evaluation of collected data that yields a qualitative determination regarding alcohol use during the sampled period, and, at a minimum, daily reporting of any such determinations.

c. The TRAMD shall be tamper-resistant, and the proposal must clearly indicate the TRAMD anti-circumvention features.

d. Vendor proposals must address reporting and must include report samples.

e. Vendor proposals must address ergonomic aspects of the TRAMD and how it responds to temperature, water exposure, and use in daily activities.

f. Vendor proposals must address device accuracy, calibration, and battery life.

g. Vendor proposals should indicate the availability of a device that provides both remote alcohol use monitoring and either RF/EM or OTS capability.

H. Voice Verification Service (VVS)

1. VVS shall be capable of initiating, receiving, and storing all calls and voice responses of participant, together with the date and time of each such event.

2. All voice responses shall be digitally recorded for later playback and analysis. All VVS data shall be stored electronically and shall be available to authorized supervision staff via secure internet access. Department and participant reports shall be available to authorized supervision staff via secure internet access for online review or printing.

Proposal must include a daily price for VVS monitoring of selected participants (please include in Section II of your response to this RFP). Participants may be placed on a schedule of calling in and/or receiving calls to/from monitoring center, thereby restricting participants' freedom of movement. Proposed daily pricing must include a minimum of five (5) telephone contacts per day, regardless of whether initiated by monitoring center or participant. Proposed pricing also must address pricing for each call in excess of the daily minimum for each participant. All elements of vendor's charges must be included in the proposed pricing, including, but not limited to, monitoring services, long distance charges, manual intervention by vendor's staff (if applicable), and any necessary supplies.

3. If a facet of the proposed VVS would permit departments to pose specific questions to participants during scheduled or random calls, vendor's proposed pricing shall reflect all charges for doing so, including, but not limited to, pricing variation based on the number of participants, the number of such calls, or the number of questions asked during each such call.
4. Proposal shall clearly describe how vendor processes calls, how vendor's voice verification process functions, performance data related to the system's ability to accurately establish participant identity, and the information reported or available to authorized supervision staff (please include in Section II of your response to this RFP).

V. Inspection and Acceptance of Services

Departments reserve the right to inspect and test all services and equipment proposed, to the extent practicable, prior to contract award and at all times and places during the term of the contract. Department shall perform inspections in a manner that will not unduly interfere with vendor's performance of services. Vendor shall furnish, at no increase in contract price, all reasonable assistance for the safe and convenient performance of such inspections.

VI. Random Testing

During the term of the contract, department may randomly select inactive equipment from vendor's local inventory for testing purposes, and any such equipment selected shall be assumed to be in good condition and representative of vendor's local inventory. If such representative samples fail to meet specifications, vendor shall be required to pay any expenses associated with department testing. The expenses shall include department employee travel mileage at the County rate, per diem, lodging, and ancillary costs required to perform such testing. Test and/or payment of the cost of the tests by vendor shall not in any way affect the right of departments to enforce any or all provisions of the contract.

VII. Vendor Performance

Departments' authorized representatives shall determine, with regard to their respective agencies, the adequacy of vendors' performance under the terms and conditions of the contract. If any of the services are noncompliant with contract requirements, vendor shall be notified by the affected department of the specific area(s) of noncompliance and the corrective action(s) required. Vendor shall have a seven (7) calendar-day period to file a written response to any and all such items of noncompliance. For all items of noncompliance satisfactorily resolved by agreement between vendor and department, no further action regarding such items shall be taken. If an item of noncompliance cannot be resolved between vendor and department and such item remains uncorrected for a period of seven (7) calendar days or longer after written notification to vendor, then department may take such action as may be necessary to enforce the terms of the contract.

Vendor shall comply with contract performance measures. Vendor shall conduct business and provide services in a manner calculated to achieve the stated performance. Failure to meet performance outcome measures may result in adjustments to payments to vendor by departments. Performance and payment adjustments will be calculated on a monthly basis. Departments will notify vendor prior to making any invoice adjustments. Adjustments will not be made where failure to meet acceptable performance arises from causes beyond the control and without fault or negligence of vendor.

VIII. Eligibility to Receive State Funds

If awarded, vendor may be the recipient of state grant funds. In order to receive state funds, vendor must ensure that no sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is a child support obligor who is more than thirty (30) days delinquent.

Pursuant to Texas Family Code, Section 231.006, vendor must certify that it is not ineligible to receive state grant funds.

IX. Billing and Payment

- A. Vendor shall invoice each department for each calendar month, one (1) calendar month in arrears, for the amount due for services. Invoices must be sent to the Harris County Auditor's Office. Each department, subject to its usual auditing and accounting procedures, shall, within thirty (30) days after receipt of a properly and accurately prepared invoice, pay for approved services rendered.
- B. Payment is to be made monthly by each department to vendor after services are rendered and have been verified by paying department; and after all reports required hereunder have been submitted accurately and completely. Services submitted by vendor that cannot be verified will be disallowed for payment. No partial payments of amounts due will be made.
- C. Departments reserve the right to withhold payment or require the return of payments in the case of noncompliance with the departments' regulations, standards, and policies, including but not limited to recurring acts of noncompliance.

X. Compensation for Additional Services

- A. Departments recognize that the vendor has offered to furnish the services herein based on the departments' policies in effect as of the date of the contract. If there are changes in such policies that are not as a result of changes in laws, government regulations, or court orders generally applicable to the departments and that necessitate a material change in the scope of services furnished by vendor so as to increase the cost of providing services, vendor may be provided extra compensation for any additional services. Vendor shall request in writing, together with such supporting documentation or information as departments may reasonably request, the additional compensation vendor desires to offset the increase in costs for furnishing the additional services because of such change in departments' policies.
- B. An amendment to the Agreement will be required before additional services are provided.
- C. If the parties cannot agree on a payment adjustment or compensation for additional services within sixty (60) days of the date vendor's request is received by departments, vendor may request that departments' authorized representatives establish such payment adjustment or compensation for additional services.

XI. Testimony

- A. When requested, at no additional cost to departments and regardless of the offender's/defendant's County of original jurisdiction, vendor must provide written documentation and/or testimony for any case currently or formerly supervised by departments. Vendor shall provide written documentation and/or testimony in any means requested including but not limited to; written digital or hard copy communications, formal affidavit, telephonic testimony, remote video testimony, or in-court testimony. Questions pertaining to reimbursement for testimony costs should be directed to the District Attorney or Defense Counsel requesting the testimony.

XII. Transitional Plan

- A. If the current contracted vendor is not awarded a contract as a result of this RFP, the following will be the departments' transitional plan to transition offenders/defendants from the current contracted

vendor to the newly awarded vendor.

1. From approximately January 1, 2025, to January 31, 2025, the current contracted vendor and the newly awarded vendor will share the departments' office space. Offenders/defendants will be scheduled to report by departments. The current contracted vendor will remove their electronic monitoring device from the offender/defendant and the newly contracted vendor will install their electronic monitoring device.
2. Starting February 1, 2025, the newly awarded vendor will start receiving new referrals unless otherwise directed/ordered by a Harris County Judiciary or County of Jurisdiction for transfer-in cases.
 - a. Until transition is complete, both vendors will be responsible for the tracking of offender/defendant with their device(s) on a 24/7/365 basis.
 - b. Transition will be complete by February 01, 2025.
 - c. Awarded vendor agrees that for future transition plans, the last ninety (90) days of the contract will be utilized as a transition period.

XIII.Special Requirements for HCJPD

A. CRIMINAL HISTORY SEARCHES

University will execute or inform its employee of the requirement to execute all authorizations to facilitate Department required criminal history checks on any individual who may have unsupervised direct contact with youth. University will and/or will ensure its employees adhere to the Department's 2- tiered, and in some cases, 3-tiered criminal history check process. This process will include a Texas Crime Information Center/National Crime Information Center (TCIC/NCIC) check, a fingerprint-based check through a Texas Department of Public Safety contractor, and a Texas Department of Family and Protective Services check in order to comply with the Prison Rape Elimination Act (PREA), if applicable. Vendor will pay all costs required to process fingerprint-based checks.

B. TRAINING REQUIREMENTS

In order to provide high-quality and efficient services to youth under the Department's supervision, HCJPD requires Vendor staff be trained on HCJPD policies and procedures and Texas Juvenile Law. This training must be attended by any Vendor staff that provides direct services or may access individually identifiable juvenile records. In addition, Vendor staff may be required to attend HCJPD Project II or other training that will assist in facilitating contract compliance.

C. HCJPD POLICIES AND PROCEDURES TRAINING

This required training will cover topics that will assist Vendor staff in providing a safe and secure environment for both HCJPD clients and Vendor staff. Topics shall include, but are not limited to:

- General Overview of the Harris County Juvenile Probation Department (HCJPD)
- Prison Rape Elimination Act (PREA)
- Abuse, Neglect and Exploitation Reporting
- Criminal History Check Policies and Procedures
- Confidentiality and Juvenile Records
- Department Media Policies and Procedures
- Other Topics

This training may take up to three (3) hours and costs will not be reimbursed to selected Vendor.

- D. Child Support Affidavit
- E. Conflict of Interest Certification
- F. Debarment/Suspension Certification

XIV. Special Requirements for HCCSCD

- A. **CASE MANAGEMENT SYSTEM.** When available, upon request by HCCSCD and at no cost to HCCSCD, vendor agrees to utilize HCCSCD's case management system to electronically submit all information, documentation, and data requested by HCCSCD staff regarding the equipment and services provided by vendor to clients. Programming interface(s) capable of pushing and pulling data from existing data systems will be required.

- B. **PERSONNEL CRIMINAL BACKGROUND**
 - 1. At a minimum, vendor agrees to perform national and state criminal background checks in accordance with HCCSCD standards and Texas law for all personnel who access client files or otherwise perform services for HCCSCD, prior to allowing the personnel to provide services.
 - a. Vendor warrants and represents that it will not assign any person:
 - 1) who fails or refuses to provide information necessary to obtain a criminal background history; or
 - 2) whose criminal record information reveals a conviction or deferred adjudication that renders the person unqualified under state or federal law to perform services or unsuitable for assignment to HCCSCD.
 - 3) Vendor will not permit any employee or independent contractor, who is currently on probation, parole, deferred adjudication supervision, and/or supervision, to provide services, to prepare reports, or have access to offenders' client files during the course of providing services.
 - 4) Vendor will notify HCCSCD within twenty-four (24) hours if any employee or independent contractor, who provides services to offenders, is arrested for, pleads guilty or no contest to, and/or convicted of a misdemeanor (other than a Class C Misdemeanor traffic offense) or felony offense(s).
 - 5) Vendor must provide HCCSCD with an initial list of staff at the time vendor signs an Agreement with HCCSCD. Vendor agrees to conduct criminal background checks on the personnel providing services under the Agreement at least annually thereafter, if the personnel continue to provide services. Vendor is also responsible for supplying HCCSCD with a list of any new staff or independent contractors assigned in conjunction with the services under the Agreement. Vendor must notify HCCSCD at least once per contract term of employees or independent contractors with a criminal background, and all employees or independent contractors with a criminal background must be approved by HCCSCD to provide services.
 - 6) Upon HCCSCD's request, vendor must provide HCCSCD with copies of the criminal background checks that it conducts on all employees or independent contractors connected with the services. In addition to the background checks undertaken by vendor, HCCSCD reserves its rights to conduct background checks of vendor employees and contractors who provide services, including but not limited to, the review of Texas Department of Public Safety criminal records.

7) HCCSCD reserves the right, in its sole discretion, to require vendor to prohibit any of its personnel from providing services.

8) CRIMINAL HISTORY AUTHORIZATION FORM.

8.1) Vendor's employees and staff members located in the State of Texas, including support and other personnel who provide services or have access to information regarding services provided under the agreement, shall be subject to a criminal background investigation and acceptance by HCCSCD. Vendor will be required to furnish to HCCSCD the personal identification information, as well as signed release forms, for current employees/staff in the State of Texas within ten (10) days from the date of execution of any contract with HCCSCD and upon vendor's selection of new employees/staff members.

8.2) Vendor's employees and staff members not located in the State of Texas shall not be subject to a criminal background investigation and acceptance by HCCSCD. However, vendor shall make available to HCCSCD, within ten (10) days from the execution of the agreement and upon vendor's selection of new employees/staff members, a report on any criminal activity appearing as a result of the background investigation conducted by vendor on current or new employees/staff members.

- If during the term of the contract, vendor hires additional or replacement staff to provide services, vendor shall forward to HCCSCD's Program Coordinator the name(s) of those additional or replacement staff within thirty (30) days of their assumption of duties.

8.3) Vendor shall immediately notify HCCSCD if any employee of vendor is arrested during the term of the contract. At the request of HCCSCD, vendor's employees providing services or having access to information regarding services provided, will be subject to a criminal history background check prior to HCCSCD's exercise of its option to renew the contract for an additional twelve (12)-month period.

8.4) Vendor will ensure that only those employees who have provided a signed release form, have had a criminal history background check, and have been accepted by HCCSCD, will be authorized to provide services for the contract.

C. Contract with HCCSCD.

1. HCCSCD reserves the right to negotiate, waive, change, add, or delete any terms or conditions of this RFP. HCCSCD reserves the right to reject any or all proposals or portions of proposals submitted in response to this RFP. HCCSCD is not liable for any costs or any damages that may be incurred by a vendor or prospective vendor in the preparation, formulation, or presentation of a proposal.
2. Other departments or programs supported by the Harris County Purchasing Department may evaluate, for their purposes proposals submitted in response to this RFP, and/or after an award may contract with a vendor for electronic monitoring services provided that:

- a. Each department or program shall furnish its own funding.
- b. Each department or program shall enter into its own agreement(s) with the vendor to provide electronic monitoring services and shall furnish HCCSCD with a copy of each agreement.
- c. Each vendor who provides and/or enters into a contract or agreement to provide electronic monitoring services to a department or program other than HCCSCD shall offer to HCCSCD the option of accepting any of the same electronic monitoring services at the same terms and prices as are offered to or provided to the other department(s) or program(s).
 - 1) If any contract is awarded to a vendor, it is anticipated that the vendor's scope of services submitted in response to this RFP will be attached and incorporated into such contract as part of the vendor Operational Plan. Such vendor Operational Plan shall be among the criteria used by HCCSCD in determining and evaluating the adequacy of vendor's provision of services and contract compliance. If a formal written contract is negotiated and entered into between vendor and HCCSCD, it is anticipated that the format, terms, and provisions, of such contract shall be substantially as set forth at pages 88-100 of the Contract Management Manual for TDCJ-CJAD Funding of Offender Services (September 1, 2015). Such contract format, suggested terms, and provisions therein, are incorporated in this RFP by reference and in the sample Operations Agreement.
 - 2) A vendor awarded a contract through this RFP shall not employ a current HCCSCD employee on a full-time, part-time, or temporary contract basis to perform services included in the contract with HCCSCD.