

COUNTY OF COMAL, TEXAS



PROPOSAL #040-2011-370

INMATE TELEPHONE SYSTEM AND SERVICE

PROPOSALS DUE/OPEN 11:00 A. M., JULY 15, 2011

**Comal County Purchasing Office
1297 Church Hill Dr.
New Braunfels, TX 78130
(830) 643-5850**

www.co.comal.tx.us

COUNTY OF COMAL, TEXAS
040-2011-370 INMATE TELEPHONE SERVICES

Gentlemen:

Pursuant to General Specifications listed below and/or attached, the undersigned makes the following offer, F.O.B. New Braunfels, Texas, with allowable exempt taxes (if applicable), having been removed from proposal price.

INMATE TELEPHONE SERVICE 040-2011-370

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying documents are for your convenience in submitting a RFP for INMATE TELEPHONE SERVICES for the COMAL COUNTY JAIL.

Delivery/Completion will be made on or before October 31, 2011. The equipment or supplies will be new and will meet the general specifications.

COMAL COUNTY COMMISSIONERS COURT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY QUALIFIED PROPOSAL/PROPOSALS.

The County of Comal does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

IMPORTANT DATES:

EVENT	LOCATION	DATE	TIME
RFP Issue/Release Date	Comal County Purchasing, 1297 Church Hill Drive, New Braunfels, Texas or www.co.comal.tx.us	June 17, 2011	8:00 A.M.
Pre-Proposal Conference	Comal County Sheriff's Office, 3005 W. San Antonio St., New Braunfels, TX	June 27, 2011	10:00 A.M.
Deadline for Questions and Concerns	Comal County Purchasing, 1297 Church Hill Drive, New Braunfels, Texas, 830-643-5850	July 8, 2011	12:00 P.M.
Proposal Closing Date (Due/Open Date)	Comal County Purchasing, 1297 Church Hill Drive, New Braunfels, Texas or www.co.comal.tx.us	July 15, 2011	11:00 A.M.
Pre-Award Interviews and Conferences, if necessary	TBD	July 18-29, 2011	TBD
Award	Comal County Commissioners Court, 199 Main Plaza, New Braunfels, TX	August 4, 2011	8:15

Offeror shall sign and date the offer as requested on each page. Offers, which are not signed and dated in this manner, may be rejected.

RETURN OFFER TO:

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ADDRESS:

RAMONA WOMACK, CPPB
COUNTY PURCHASING DIRECTOR
1297 CHURCH HILL DR.
NEW BRAUNFELS, TEXAS 78130

Please note that all offers **must be received at the designated location by the deadline shown**. Offers received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable in accordance with state law.

COMAL COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any "No Offer" response, any requirement of this ITB which may have influenced your decision to "No Offer". If your response to this ITB is a "No RFP" response, please complete the Statement of No RFP in this ITB and submit.

Any prospective Offeror desiring any explanation or interpretation of the solicitation must make a written request at least five (5) days prior to the scheduled time for the RFP/offer opening. The request must be addressed to Ramona Womack, County Purchasing Director, at the address stated above or faxed to (830) 608-2031. Any information given to a prospective Offeror concerning this solicitation will be furnished promptly to all other known prospective Offerors as a written amendment/addendum to the solicitation. Comal County reserves the right to accept or reject any or all RFP's/offers as it deems in its best interest and to waive any formalities.

It is the Offeror's responsibility to verify the issuance of Addenda in regard to this RFP/Offer. All Addenda shall be submitted to all known Offerors and shall be posted on the Comal County Purchasing Website http://www.co.comal.tx.us/PUR_RFP'S.htm. Comal County shall not be responsible for failed internet connections or power interruptions.

Ramona Womack, CPPB
County Purchasing Director

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NOTICE TO OFFEROR

Offeror hereby assigns to Purchaser any and all claims for overcharges associated with this contract which arises under the antitrust laws of the United States, 15, USCA section 1et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, section 15.1, et seq.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Offeror, and that the contents of this proposal as to price, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this proposal.

Legal Name of Contracting Company

Contact Name

Title

Mailing Address

City and State

Zip Code

Phone Number

Fax Number

Signature

Print Signature

E-Mail Address

*****This page must be page 1 of the proposal, or the proposal may be rejected*****

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If any of the above items are not included, you should immediately contact the Comal County Purchasing Department, 1297 Church Hill Dr., New Braunfels, Texas, 78130, or at (830) 643-5850 and request the missing information.

Comal County assumes no responsibility for omissions or duplications because of the arrangement of the proposal documents conditions and/or specifications.

Ramona Womack, CPPB
Comal County Purchasing Director

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ARTICLE I
CONDITIONS

Comal County, Texas, (hereinafter referred to as "County") is requesting proposals from qualified Offerors for **Inmate Telephone Services**, in accordance with the requirements specified herein and including all provisions set forth in the accompanying documentation.

1.1 **Purpose:** The purpose of these specifications is to provide sufficient information to allow Offerors the opportunity to propose on the requirements for **Inmate Telephone Services**.

1.2 **Contacts:** Any prospective Offeror desiring any explanation or interpretation of the solicitation must make a written request at least five (5) days prior to the scheduled time for the RFP/offer opening. The request must be addressed to Ramona Womack, County Purchasing Director, Comal County Purchasing Department, 1297 Church Hill Dr., New Braunfels, TX 78130 or faxed to (830) 608-2031. Any information given to a prospective Offeror concerning this solicitation will be furnished promptly to all other known prospective Offerors as a written amendment/addendum to the solicitation. Comal County reserves the right to accept or reject any or all RFPs/offers as it deems in its best interest and to waive any formalities.

1.3 **Proposal Instructions:** Complete proposals shall be received in the Comal County Purchasing Department, 1297 Church Hill Dr., New Braunfels, Texas 78130 no later than 11:00 A.M. on July 15, 2011. Proposals will be opened at 11:00 A.M. on July 15, 2011 in the Comal County Purchasing Office. Proposals will be awarded on August 4, 2011 in Commissioners Court (hereinafter referred to as "Commissioners Court"), 199 Main Plaza, New Braunfels, Texas.

Proposals which are received after the specified time and date will not be considered and will be returned to the Offeror unopened. RFP's must be in the possession of the Purchasing Agent by the time and date indicated above. County will not be responsible for mail or delivery charges, or for charges associated with preparation of proposal or proposal materials. No oral, telegraphic or facsimile proposals will be considered.

When sent by mail, Federal Express, Express Mail, or other delivery service, sealed proposal shall be enclosed in an additional envelope clearly identified on outside as a proposal to County with Offeror's name and address, proposal name, and proposal date and time. It is the sole responsibility of the Offeror to ensure timely delivery of proposal. The proposal is timely delivered when it is actually received by the Purchasing Office on or before the "DUE DATE." County will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service chosen by the Offeror. You may call the Comal County Purchasing Office at (830) 643-5850 to see if your response has been received. If there is any doubt, you are encouraged to deliver your package in person or by courier.

NOTE: The Time-Date Stamp Clock located in the Comal County Purchasing Office, will serve as the **OFFICIAL CLOCK** for the purpose of verifying the date and time of receipt of proposals.

It is understood that the County reserves the right to accept or reject any or all proposals and to waive any technicalities, as it shall deem to be in the best interest of the County. Receipt of any proposal shall under no circumstances obligate the County to accept the lowest offer.

1.4. Proposal sheet(s) only must be returned in a sealed envelope, marked with proposal title, proposal number and opening date. General conditions and specifications may be kept by the Offeror.

1.5. **Altering Proposals:** Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by signer of the proposal guaranteeing authenticity. After the official opening, proposals may not be amended, altered, or withdrawn without the

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recommendation of the Purchasing Department and the approval of the Commissioners Court. After the due date, proposals become the property of the County.

1.6 **Addendum**: Any interpretation, corrections or changes to these specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Comal County Purchasing Department. Addenda will be mailed to all who are known to have received a copy of the specifications. Offerors shall acknowledge receipt of all addenda.

1.7 **Change Order**: No oral statement of any person shall modify or otherwise change, or effect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the County.

1.8 Offeror must comply with all federal, state, county and local laws governing or covering this type of service.

1.9 The fact that a manufacturer chooses not to produce equipment and/or provide services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. Where deviations from the specifications contained herein are necessary, the Offeror shall state why, in their opinion, the product and/or services they offer will render equivalent reliability and performance. Failure to detail all such deviations will comprise sufficient grounds for rejection of proposal.

1.10 Any catalog, brand name or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the County desires to purchase. Proposals on equal items of like quality will be considered if the proposal is noted and fully descriptive brochures are enclosed. The County reserves the right to determine recognized and accepted equal substitutions. If notation of substitution is not made, it is assumed Offeror is proposing item exactly as specified.

1.11 Any exceptions to the specifications must be noted in the proposal response.

1.12 By submitting a proposal the Offeror agrees to all specifications and conditions.

1.13 **Conditions of Proposal**: All proposals shall be submitted on the attached proposal forms, Offerors shall quote, and identify exceptions, based on the detailed specifications.

Proposals will be received and publicly opened at the location, date and time stated in this RFP. Offerors, their representatives, and interested persons may be present. Trade secrets and such confidential information contained in the proposal and **identified as such by the Offeror** shall not be disclosed at any time, unless required by law.

This proposal shall constitute a contract equally binding between the successful Offeror and the County. No different additional terms will become part of this contract with the exception of a change order.

1.14 **General Conditions**: It is the responsibility of the Offeror to familiarize themselves with the facilities, utilities, equipment required, storage capabilities and specialized equipment requested by the county in this proposal.

1.15 **Period of Contract**: The successful Offeror will be awarded a license effective for one (1) year, with an option to extend the license, for five (5) additional one (1) year periods, by written consent of both parties, at the same terms and conditions.

1.16 **Pricing**: Pricing information as stated on the proposal form of the successful Offeror shall remain firm for the entire term and/or extensions of the contract. Price increases will not be allowed. Pricing shall be FOB, New Braunfels, Texas, identified in these specifications. Additional charges for packaging, handling fees, etc., will not be allowed.

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Requirements for the County will be ordered from a single supplier. Offerors shall price their proposal accordingly. The proposal prices must be good for ninety (90) days after the proposal opening date.

The County is by statute exempt from State Sales Tax and Federal Excise Tax; therefore, the proposal price shall not include tax.

1.17 **Basis for Award**: The award will be made to the Offeror(s) whose proposal is determined to be the best for the County on each item listed in the proposal.

The County reserves the right to award this contract to the Offeror(s) that demonstrates the best ability to fulfill the requirements and needs of the County. The successful Offeror(s) shall commence work only after the approval of a completely executed contract and the County's License/Insurance requirements.

The County reserves the right to accept or reject any qualified proposal or to reject any and all proposals, and to waive minor informalities. The County is not liable for any costs incurred by the Offeror.

The County reserves the right to negotiate with any or all Offerors, and also reserves the right to award a contract to other than the Offeror submitting the lowest cost proposal, and/or award without negotiations.

1.18 **Evaluation Criteria**: Evaluation Criteria shall include, but is not limited to, the following:

- Product availability, delivery, and service or past experience with any governmental entity or private jail facility (50%);
- Experience and financial status of the Offeror (20%);
- Cost of equipment to Comal County (10%)
- Commission paid to County (10%); and
- County's special needs and requirements (10%).

1.19 **Qualification of Offeror**: Offeror must, at the request of the County, furnish satisfactory evidence of their ability to furnish the product or services in accordance with the terms and conditions of the specifications. Only Offerors who can demonstrate to the satisfaction of the County that they are authorized to sell the proposal items or provide the services requested will be considered.

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ARTICLE II
PURCHASE PROVISIONS

2.1 **Risk of Loss:** Offeror will bear the risk of loss of, or damage to, each item purchased until each item has been delivered to the location of installation or placement. Upon such delivery all risk of loss of, or damage to, each such item will be borne by the Offeror until inspected and accepted in writing by the an authorized representative of the County. Offeror agrees that it must maintain adequate insurance on the items purchased until accepted as required herein.

2.2 **Relationship:** Nothing contained herein will be interpreted or construed as establishing an agency or employer/employee relationship between the parties or between either party and the employees or representatives of the other party.

2.3 **Taxes:** All fees due to the Offeror under this agreement are exclusive of any taxes legally imposed on the licensing, delivery or use of items purchased. All taxes including any sales, use or import taxes are the responsibility of and shall be paid by purchaser. Offeror must not include Federal taxes or State of Texas limited sales excise and use taxes in their invoices or vouchers and statements of cost. The County is exempt from payment of such taxes and an exemption certificate can be furnished to the Offeror if requested.

2.4 **Authorized Distributor:** Offeror hereby warrants that it is an authorized distributor and agrees that it has complete contractual responsibility and authority to sell the items being purchased.

2.5 **Warranties:** The Offeror warrants and represents that the County shall acquire upon completion of payment good and clear title, free and clear of all liens, claims or encumbrances of any kind.

The Offeror warrants materials supplied under this Agreement conform to the specifications herein, to be free from defects in material and workmanship, and are fit for the purpose for which such materials are ordinarily employed. The County and Offeror agree that this agreement does not exclude or in any way limit other warranties provided for in this agreement by law.

2.6 **Notice and Assistance Regarding Patent and Copyright Infringement:** In the event of any claim or suit against the County on account of any alleged patent or copyright infringement arising out of the performance of this agreement or out of the use of any supplies furnished or work or services performed hereunder, the Offeror shall defend the County against any such suit or claim and hold the County harmless from any and all expenses, court costs and attorney's fees in connection with such claim or suit. The Offeror's contractual liability insurance shall cover the Offeror's and County's obligations under this paragraph.

2.7 **Funding Out Clause:** Any award pursuant to this proposal shall be contingent on sufficient funding and authority being made available in each fiscal period by the appropriate officials of the County. If sufficient funding or authority is not made available, the agreement shall become null and void.

2.8 **Termination:** The County may, subject to the provisions below, by written notice of default to the Offeror, terminate the whole or any part of this agreement in any one of the following circumstances:

- If the Offeror fails to perform within the time specified herein or any extension thereof; or
- If the Offeror fails to perform any of the other provisions of this agreement, or so fails to make progress as to endanger the performance of this agreement in accordance with its terms, and either of these two circumstances does cure such failure within a period of ten (10) days (or such longer period as the county may authorize in writing), after receipt of notice from the County specifying such failure; or
- Continuing non-performance of the Offeror in terms of specifications shall be a basis for the termination of the agreement by the County. The County shall not pay for work, equipment or supplies, which are unsatisfactory. County may give Offeror a reasonable opportunity before termination to correct the deficiencies. This, however, will in no way be construed as negating the basis for termination for non-performance; or

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- In the event the County terminates this agreement in whole or in part, as above provided, the County may procure, upon such terms and in such manner as the County may deem appropriate, items purchased similar to those terminated, and the Offeror shall be liable for any excess costs for such similar items, provided that the Offeror shall continue the performance of this agreement to the extent not terminated under the provisions of this paragraph; or
- The agreement may be terminated by either party upon thirty (30) days written notice prior to cancellation.

2.9 **Payment:** All commissions paid to the County will be submitted to the County Auditor's Office, 150 N. Seguin Ave., Suite 201, New Braunfels, Texas 78130 in one monthly check. Commissions will be paid monthly on the previous month's sales. A computer printout will accompany the commission payment.

2.10 **Inspection:** Offeror shall make the necessary inspections to familiarize themselves with all existing conditions involving each County facility, which may affect the performance of this agreement. Failure on the part of the Offeror to make an inspection and raise questions or clarification thereof, shall not be grounds for any adjustment to the agreement price or the period of performance after award is made.

2.11 **Errors or Omissions:** Due care and diligence have been used in preparation of this proposal, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all the information presented herein shall rest solely with the Offeror. The County and its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the Offeror to determine the full extent of the exposure.

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ARTICLE III
GENERAL PROVISIONS

3.1 **Governing Law; Venue**: This agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. The obligations of the parties to this agreement are performable in Comal County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie a court of competent jurisdiction in Comal County, Texas.

3.2 **Severability**: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

3.3 **Assignment**: This agreement cannot be assigned without the prior written consent of the other party.

3.4 **Counterparts**: This agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

3.5 **Headings**: The headings to the various clauses of this agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this agreement.

3.6 **Successors and Assigns**: This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and except as otherwise provided in this agreement, their assigns.

3.7 **Non-Discriminatory Policy**: Offeror agrees that as to all of its programs and activities conducted on the subject premises, it shall comply fully with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex or by reason of being handicapped.

3.8 **Compliance with Applicable Laws**: The agreement is subject to all legal requirements of Local, State, and Federal laws and Offeror agrees that it promptly will comply with all applicable laws, regulations, orders and rules of Local, State, Federal, and all other governmental agencies. Offeror agrees to obtain and bear the expense of any required permit or license.

3.9 **Entire Agreement**: This agreement including the conditions, specifications, required attachments and the proposal which embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this agreement.

3.10 **Force Majeure**: Neither the County nor the Offeror shall be required to perform any term, condition or covenant in this agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, civil riots, floods and any other cause not reasonably within the control of County or Offeror except as herein provided, and which by the exercise of due diligence County or Offeror is unable, wholly or in part, to prevent or overcome.

3.11 **Indemnity**: The Offeror agrees to protect, defend, indemnify and save the County, its officers and employees harmless from and against all claims, demands and causes of action of every kind and character, losses, costs, expenses, attorneys fees and damages of every kind and character, without limit and without regard to the cause of causes thereof, or the negligence of any party or parties, including the negligence of the County, its officers and employees, whether such negligence be sole, joint or concurrent, for injury to or death of any person or damage to any property, arising out of or in connection with the activities of the Offeror.

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3.12 **Indemnity – Sub-Contractors:** The Offeror agrees that it will indemnify and save the County harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, power, tools, and all supplies including commissions, incurred in the furtherance of this agreement by the Offeror. When so desired by the County, the Offeror shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Offeror fails to do so, then the County may at the option of the Offeror either pay unpaid bills, of which the County has written notice, direct or withhold from the Offeror's unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, and whereupon payments to the Offeror shall be resumed in full, in accordance with the terms of this agreement, but in no event shall the provisions of this sentence be construed to impose any obligations upon the County, by either the Offeror or its surety.

3.13 **Workers Compensation:** The Offeror agrees to be responsible for the Workers' Compensation insurance on its employees. If any direct claim for Workers' Compensation benefits is asserted against the County by any of said employees or, in the event of death, by their personal representative(s) then upon written notice from the County, the Offeror shall undertake to defend the County against such claim(s) and shall indemnify and hold the County harmless from and against any such claim(s) to the extent of all benefits, cost of litigation, disbursements and attorneys' fees incurred in connection therewith.

3.14 **Government Regulation:** In its performance of this agreement, Offeror shall comply with all applicable Local, State and Federal laws including, but not limited to, the provisions of the Equal Employment Opportunity Act, American Disabilities Act and the Fair Labor Standards Act, and will indemnify and hold the County harmless from and against any claim, demands, suits, losses, damages, costs and expenses arising out of any non-compliance violation by the Offeror of any such laws.

3.15 **Remedies:** The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement including the right to specific performance and offset.

3.16 **Non-Waiver:** Approval of the County shall not constitute nor be deemed a release of the responsibility and liability of the Offeror, its employees, agents or associates under the agreement nor shall approval be deemed to be the assumption of such responsibility by the County.

3.17 **Permits and Licenses:** The Offeror will maintain in effect during the term of this agreement any and all Federal, State and/or local licenses and permits which may be required of the Offeror.

3.18 **License Agreement/Insurance:** All Offerors must complete the attached License Agreement/Insurance and adhere to the insurance requirements for this project. The insurance policy must show the certificate holder as Comal County. The Insurance policy must show an exclusion added by endorsement as follows: "The certificate holder is named as additional insured on the general liability policy. Waivers of subrogation are included on general liability and workers compensation policies in favor of Comal County." A copy of, an approved, License Agreement/ Insurance form must be provided, and/or be on file with the Comal County Purchasing Department, prior to the Offeror starting work on this License Agreement. The License Agreement and all insurance policies are to be kept current during the time frame of this License Agreement. See attached pages 20-28.

3.19 **Conflict of Interest Questionnaire:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any Offeror or person conducting business or wishing to conduct business with a County, complete a "Conflict of Interest Questionnaire." See attached pages 29-30. By law, this completed questionnaire must be filed with the Comal County Clerk. The County Clerk's mailing address is 150 N. Seguin, Suite 101, New Braunfels, Texas, 78130. A person commits an offense if the person violates Section 176.006, Local Government Code. An offence under this section is a Class C misdemeanor. Any questions concerning this form should be addressed to the Texas Ethics Commission; 201 East 14th St., 10th Floor; P.O. Box 12070, Austin, Texas, 78711-2070; 1-800-325-8506; fax 512/463-5777; or web site www.ethics.tx.us.

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3.20 **Notice:** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally, or three (3) days after the date of mailing if mailed, by first class mail, registered or certified, postage prepaid and addressed as follows:

For the COUNTY:

Comal County, Texas
C/O County Judge
150 N. Seguin Ave.
New Braunfels, Texas 78130

For the OFFEROR:

Fax (_____)_____

With Copy to Purchasing Agent:

Comal County Purchasing Agent
1297 Church Hill Dr.
New Braunfels, Texas 78130

Any notices served by fax shall be deemed to have been given and received only when written confirmation of the receipt of such fax has been received by the sender. Any party hereto may, at any time by giving fifteen (15) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given.

3.21 **Immunity:** No provision of this agreement affects or waives any sovereign or governmental immunity available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law nor waives any defenses or remedies at law available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law.

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ARTICLE IV
INSURANCE/BONDING REQUIREMENTS

4.1 INSURANCE REQUIREMENTS: The apparent successful Offeror shall provide all required proof of insurance to the Purchasing Division within ten (10) business days of notification of award. Failure to present the required documents within ten (10) business days may be grounds for rejection of the Offer. Certificates should be faxed (send hard copy via mail) to:

Comal County Purchasing
1297 Church Hill Dr.
New Braunfels, TX 78130

*NOTE: It is the responsibility of the Contractor to provide a copy of his proposal to his insurance carrier. It may also be required that the Contractor's insurer and coverage be approved by the County prior to execution of the Contract. **The Contractor shall start NO work until the Purchasing Division receives Certificates of Insurance.***

At all times during the term of the contract, the Contractor and its independent contractors (see 4.22) shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
Worker's Compensation	Statutory – State of Texas
Employer's Liability	
A. Each Accident	\$1,000,000.00
B. Each Employee Disease	\$1,000,000.00
C. Policy Aggregate Disease	\$1,000,000.00
Commercial General Liability	
A. Per Occurrence	\$1,000,000.00
B. General Aggregate	
C. 1. General Aggregate – Per Project	\$1,000,000.00
2. General Aggregate – Products/ Completed Operations	\$1,000,000.00
Business Auto Liability	\$1,000,000.00
Fire and Legal Liability (any one fire)	\$50,000.00
Medical Expense (any one person)	\$5,000.00
Professional Errors and Omissions	\$1,000,000.00

The Certificate(s) will specify all of the parties who are Additional Insured or Loss Payees. Insurance coverage required under this Contract shall be obtained from acceptable insurance companies or entities. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

4.1.1 INDEMNITY/HOLD HARMLESS. The Contractor shall, at all times, fully indemnify, hold harmless, and defend the County and its officers, members, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or

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otherwise. Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the County, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

4.1.2 WORKERS' COMPENSATION. The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject to all applicable laws for the state of Texas.

4.1.3 ADDITIONAL INSURED: The liability insurance coverage, Professional Liability if included, required for performance of the Contract shall include the County of Comal, its departments and their divisions, officers and employees as Additional Insured, but only with respect to the Contractor's activities to be performed under this Contract.

4.1.4 NOTICE OF CANCELLATION OR CHANGE: There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without thirty (30) days' written notice from the Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the County of Comal, its departments and their divisions, officers and employees.

4.1.5 SURVIVAL OF INDEMNIFICATION: The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and it shall survive the termination of the Contract.

4.1.5 INSURANCE RATING: All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.

4.1.7 NOTICE OF LAWSUIT: Within 60 days of service of process, the County shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

4.1.8 CHOICE OF LEGAL COUNSEL: The Contractor shall provide coverage as provided in the contract and retains the right to choose legal counsel subject to the approval of the County.

4.2 RFP SECURITY/RFP BOND:
NONE REQUIRED

4.3 PERFORMANCE AND PAYMENT BOND:
\$50,000 Performance and Payment Bond will be required for this project.

Article V

RESPONSE SUBMISSION REQUIREMENTS

Technical proposals must provide a concise description of the Respondent's ability to satisfy the

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requirements of the RFP with emphasis on completeness and clarity of the content. The following administrative requirements shall govern the preparation and submission of every proposal response.

5.1 PACKAGING AND FORMAT/EXPLANATION OF SECTIONS: Each response must be sealed to provide confidentiality of the information prior to the submission date and time. Comal County will not be responsible for premature opening of responses not properly labeled. Clearly mark one response copy as the "Master Proposal", and enclose originals of the required forms. Each response set shall be accompanied by a transmittal letter signed in ink by an authorized company representative, empowered with the right to bind the Respondent.

Each response must contain the following information and pages should be numbered consecutively with a set of tabs inserted to identify the following sections of the proposal:

1. Cover Letter
2. Management Introduction
3. Request for Proposal and Addenda (if any)
4. Technical Proposal
5. Escalation Procedures
6. Project References
7. Planned Infrastructure enhancements and upgrades
8. Service Level Agreement
9. Contractor background & Financial Statements
10. Additional Information
11. Proposal/Signature Form and Proposed Cost Form (Appendix A)
Commission Pricing in a separate envelope.

5.1.1 COVER LETTER: Include the original signed cover letter with the original proposal and a copy of the cover letter with each copy of the proposal. The cover letter should provide the following: a) Brief statement of the Respondent's understanding of the project; b) Name, title, phone number, fax number, e-mail address, and street address of the company representative; c) Highlights of the Respondent's qualifications and ability to perform the project services; d) Signature of authorized officer or respondent; and e) Statement accepting ALL terms and conditions contained in this solicitation.

5.1.2 MANAGEMENT INTRODUCTION: Include the following information about the Respondents firm: a) Company name, business address, phone number, fax number and Internet address; b) Year the firm was established and any former names of the firm if applicable; c) Type of ownership and parent company if applicable; d) Location of the home office and local office or offices that will provide the project services; and e) Brief statement of the firm's background demonstrating longevity and financial stability.

5.1.3 REQUEST FOR PROPOSAL AND ADDENDA (IF ANY): The original Request For Proposal packet and any Addenda issued should be included with your proposal. The copy of the Addenda in the proposal shall serve as acknowledgement of its issuance.

5.1.4 TECHNICAL PROPOSAL: In this section, describe the Respondent's expertise with, and understanding of, the methods necessary to produce the project deliverables and meet the identified specifications. Provide a clear indication that the specifications in Section VI can be met.

5.1.5 ESCALATION PROCEDURES: This section should outline the Respondent's established and/or proposed procedures for internal problem escalation and their process for notifying the County in the event of a problem.

5.1.6 PROJECT REFERENCES: Provide five (5) references for similar projects at similar sized correctional facilities that require similar services. Include a one or two paragraph project description that demonstrates capabilities in the installation and maintenance services.

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Include the name of the client organization, the name of the client's representative who oversees the project, if differs from client's representative, and the name of a person there to contact for a reference.

5.1.7 PLANNED INFRASTRUCTURE ENHANCEMENTS AND UPGRADES: Outline any planned infrastructure enhancements to improve the level of services provided.

5.1.8 SERVICE LEVEL AGREEMENT: List the service level agreements associated with each of the services provided.

5.1.9 CONTRACTOR BACKGROUND AND FINANCIAL STATEMENTS: **Company history, fiscal responsibility and current year financial statements shall accompany submission in a sealed envelope marked as confidential.**

5.1.10 ADDITIONAL INFORMATION: Include any appropriate additional information such as an equipment list and other information that supports your proposal. Specifications and other related information should be included in this section.

5.1.11 PROPOSED DETAILED COMMISSIONS: The Cost proposal should contain the commission percentage on gross revenue that Comal County will receive. Commission information must be submitted in a separate sealed package or envelope, and must be clearly marked "COMMISSION INFORMATION". ***Pricing must bear an original signature, which is in ink. Appendix A contains a schedule and cost summary response form.***

5.1.11.1 PRICE QUOTATIONS: All commissions shall be quoted in percentage on gross revenue that Comal County will receive.

5.1.11.2 CONTRACTUAL ACCEPTANCE/SIGNATURE: At least one proposal submitted by Respondent must bear an original signature. (Failure to submit a proposal bearing an original signature will result in the proposal being rejected.) The response must contain the signature of a duly authorized officer of the Respondent empowered with the right to bind the Respondent. A Proposal/Signature form has been provided (Appendix A) along with the deliverable schedule and proposed cost form. These forms should be included in the envelope bearing the "Commission Pricing" label.

5.2 RESPONSE COSTS: The Respondent will be responsible for all costs incurred in the development and submission of this response. Comal County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a Respondent, the evaluation of an accepted response, or the selection of finalists. Comal County shall not be contractually bound until Comal County and the successful Respondent have executed a written contract for performance of the work, but the Offeror's signed response shall constitute a binding offer, which can be withdrawn only as described in Section 1.5 above.

5.3 COMPLETE SERVICES/PRODUCTS: The successful Respondent shall be required to: a) furnish all tools, equipment, supplies, supervision, transportation and other accessories, services, and facilities necessary to complete the work; b) furnish all materials, supplies, and equipment specified and required to be incorporated in and form a permanent part of the completed work; c) provide and perform all necessary labor; and d) perform and complete the work in accordance with good technical practice, with due diligence, and in accordance with the requirements, stipulations, provisions, and conditions of this RFP and the resultant agreement.

5.4 SELECTION CRITERIA: Comal County will use the following criteria to evaluate the RFP proposals. This is not a comprehensive list, nor does the arrangement imply order of importance.

Compliance with RFP Instructions: The proposal will be evaluated for compliance with the

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instructions set forth in this RFP. Significant non-compliance may be grounds for disqualification. The County will not waive material defects. Failure to sign the response will cause the proposal to be rejected.

Service and Support: The proposal will be evaluated on the Respondent's demonstrated levels of repair service and support. The proposal should include service hours and response time.

Proposal Specifications: The proposal will be evaluated on the ability to meet the requirements outlined in Part 6 – Information and Specifications.

Firm's Qualifications: A description of the firm(s) qualifications, with emphasis on work related to the installation and implementation of jail inmate phone systems shall be provided.

Equipment proposed: A description of the equipment to be provided and track record over the past two (2) years for this type of use.

Staff Qualifications: The proposal will be evaluated on the basis of the Respondent's demonstrated staff qualifications. Include resumes of the qualified staff with your proposals. Identify the key personnel who will be assigned to this project and describe their responsibilities. Provide a breakdown of the time they will spend on this project. List recent projects on which the principal staff has worked. Declaration of any subcontractors should also be included.

Delivery Schedule: The proposal will be evaluated to ensure project deliverables can be provided to Comal County in a timely manner.

Project Approach: State the approach you will use on the project, including the following information.

- a. Overall approach to the project
- b. Scope of work
- c. Project schedules
- d. Installation procedures
- e. Project management
- f. Project budget broken down by work program task and work phases. Indicate hourly rates of individuals involved and the fee structure for additional work outside of the contact.

This information should be written so that it may be incorporated, as modified during contract negotiations, as an attachment to the consultant agreement.

Respondent's Financials: The proposal will be evaluated to ensure financial stability of Respondent.

Proposed Commission: The proposal will be evaluated on the aggressiveness of the commission offered by Respondent. Only those proposals, which are deemed satisfactory as to other criteria, will be reviewed for commissions.

5.5 COMPLETE PROPOSALS: Proposals must be complete as of the proposal closing date. Incomplete proposals cannot be considered and cannot be supplemented by submissions delivered after the closing time and date of the RFP.

5.6 COPIES REQUIRED: In addition to the signed original proposal, the County of Comal requires 10 complete copies of this proposal for the evaluation committee.

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ARTICLE VI

INFORMATION AND SPECIFICATIONS

- 6.1 GENERAL INFORMATION:** This Request for Proposal (RFP) is to establish a contract for an Inmate Telephone System for the Comal County Jail, located at 3005 West San Antonio St., in New Braunfels, Texas. Installation, continued operation and support of the system are also requirements of the resulting contract.

The system shall include equipment designed for the correctional environment and is subject to approval by the Comal County Sheriff's Office. Furthermore, the equipment must be non-coin operated, collect call, durable and tamper-free equipment suitable for a jail environment. Equipment must contain no removable parts.

The Comal County Jail has 337 beds and the average population is approximately 265, with a current count of 37 regular inmate telephones, 5 rollaway phones, 10 visitation phones, 2 attorney client phones. All Offerors shall understand that after the initial installation the number of inmate telephones may increase or decrease based upon need.

The current Inmate Telephone System provider is Securus. AT&T is the local exchange carrier.

- 6.2 PRIMARY PROPOSAL:** The Contractor will be responsible for the incoming lines into the Comal County Jail and connected to the inmate phones throughout the jail. They will also be responsible for monitoring and processing the calls, collect any prepaid options, bill & collect on standard activity, validation and fraud control, etc. Any repairs and replacement of equipment would be the responsibility of the Contractor.

6.3 INMATE TELEPHONE SYSTEM SPECIFICATIONS

All features and system requirements contained herein shall be applicable to all calls (local and long distance) placed through the inmate telephones in accordance with those requirements and provisions set forth in this document.

- 6.3.1 The Contractor will furnish, install and maintain telephones for use by inmates at Comal County Jail. This includes fully automated telephone services to the inmates utilizing the Contractor's installed inmate telephones in accordance with those requirements and provisions set forth in this document.
- 6.3.2 All telephone instruments must have a metallic, tamper proof touchtone keypad.
- 6.3.3 All telephones must be equipped with an armored handset cord designed to with stand up to 1,000 pounds of pull resistance.
- 6.3.4 The system must be capable of providing call completion globally.
- 6.3.5 The inmate telephones must provide one-way out-going service only. Incoming calls are prohibited.
- 6.3.6 The inmate telephone system must be an automated operator system. Inmates shall not have access to a live operator in any circumstance.
- 6.3.7 The inmate telephones must provide collect or debit card (calling card) station to station and/or person to person calling.
- 6.3.8 The inmate telephones must prohibit access to prefixes, including but not limited to 411, 911, 900, 800, 888, 866, 844 and 822 or any other toll free access.

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- 6.3.9 The inmate telephones must prohibit access to all long distance carriers via 950, 800, 10-XXX and other numbers.
- 6.3.10 Call acceptance by the call recipient must be accomplished through positive call acceptance. Passive acceptance of a call, such as staying on the line after the voice prompt sequence, is not permitted. Calls to answering machines, FAX machines, or computer modems will be terminated upon detection of any of these devices.
- 6.3.11 The called party must be able to accept or reject a call from a rotary dial or pulse dial telephone.
- 6.3.12 Call recipient must have an option to block any further inmate call attempts at the time the call is received.
- 6.3.13 The inmate telephones must be capable of processing calls on a bilingual basis in up to four languages, with English and Spanish as a minimum. Submitted proposals should describe how a caller would access different prompts using the proposed system.
- 6.3.14 The telephones must be capable of complete shutdown by manual shutoff and shutoff from an on site administrative computer.
- 6.3.15 If possible, the inmate telephone system must prohibit three-way calling. Contractors must describe in detail how three-way call prevention is accomplished with their system.
- 6.3.16 The inmate telephone system must prohibit all calls to pay phones. Contractor must subscribe to and use a validation database system that identifies each inmate telephone call and blocks all call attempts to pay phones.
- 6.3.17 The telephones must provide immediate dial tone when the handset is off the hook.
- 6.3.18 Call blocking must be provided with specific numbers and by blocks of numbers by prefix. Blocking functions should be programmable on site. Call blocking with wildcard numbers must be available.
- 6.3.19 The system must be capable of programmed call duration limits, as set by the facility. The system will automatically terminate a call giving a one minute warning. The capability of providing different time limits for individual inmates, cell blocks, and designated group of telephones shall be available. The time limits should be controllable and adjustable at each location.
- 6.3.20 An on-site computer must be capable of performing call blocking, inmate PIN assignment, call allow lists, call duration programming, time of day automatic shutdown of telephones, and generation of administrative reports.
- 6.3.21 All proposed telephone instruments must be approved and comply with FCC regulations. Proposers will supply the FCC registration number of the proposed instrument type in their response to this RFP.
- 6.3.22 All telephones must be surface mounted in a manner which will render them tamper-proof; and meet correctional institutional standards
- 6.3.23 All conduit/wiring connections will be installed in a secure manner which will prevent vandalism, tampering or removal of clamps, conduit or connectors.
- 6.4.25 Awarded proposer will provide training at no charge to designated administrative personnel on using the inmate telephone system and equipment.

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- 6.4.26 The inmate telephone system must have the ability to randomly or manually generate inmate PINs (Personal Identification Numbers) such as for commissary.
- 6.4.27 The inmate telephone system must have the ability to inform the called party that the call is from an inmate at Comal County Jail.
- 6.4.28 The inmate telephone system must inform the called party and the inmate that "This call may be monitored and recorded at any time."

7.1 INMATE TELEPHONE RECORDING/MONITORING SYSTEM: The Comal County Sheriff's Office is seeking an inmate telephone system with call monitoring and recording capabilities. The following specifications should be addressed by the proposer:

- 7.1.1 The recording system must be designed to operate twenty-four (24) hours a day, 365 days a year continuously.
- 7.1.2 A data storage server capable of storing, at a minimum, 5 years of calls for instant access and recording must be available
- 7.1.3 An active display with graphic interface operation will be included in the recording system. All telephone operation and programming must be monitored in real time from this display.
- 7.1.4 All audio inputs will be converted into mp3 format.
- 7.1.5 The recording system must utilize a NT/Windows 2003 server or higher or UNIX based operating system.
- 7.1.6 The recording system must be networkable in LAN and WAN environments.
- 7.1.7 Recorded calls must be retrievable and playable on any existing sound capable PC via network connection.
- 7.1.8 The recording system must provide continuous on line self-test diagnostics. Any recording drive failure, including hard drive failures, must immediately notify the user with both visual and audible alarms.
- 7.1.9 The recording system must utilize voice recognition technology to flag and search recorded conversations containing key words entered by administrative personnel.
- 7.1.10 Flagging and archiving of recorded conversations must be accomplished by a Windows interface with simple search criteria.
- 7.1.11 Search and playback of recorded conversations must take no longer than 20 seconds.
- 7.1.12 During recording, all or any inmate telephones may be selected for listening in real time. System must be able to transmit pre-programmed phone or calling card numbers to remote telephones for monitoring in real time.
- 7.1.13 System must provide variety of search methods, including but not limited to by PIN, by inmate name, by phone number called.
- 7.1.14 Graphic display windows must be provided to give the user a quick reference of the position of inmate conversations within selected telephone locations.
- 7.1.15 System will time out after a pre-determined time period.

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- 7.1.16 The recording system must allow for future upgrades, to enhance performance as technology permits.
- 7.1.17 The reporting system will be independent of the recording system. Reports shall be exportable in multiple formats.
- 7.1.18 A printer capable of directly connecting to the recording system must be included for each work station.
- 7.1.19 Future software upgrades must be provided at no additional cost during the life of the contract term.

7.2 INSTALLATION REQUIREMENTS

- 7.2.1 The Contractor must provide an implementation plan to the Comal County Sheriff's Office within fifteen (15) calendar days after award of the contract. The Contractor, after approval of the implementation plan, shall complete the installation within forty-five (45) calendar days of notification to proceed.
- 7.2.2 Installation of all telephones and related equipment shall be accomplished by the Contractor or subcontractors during normal business hours or as directed by the Comal County Sheriff.
- 7.2.3 The installation schedule will be coordinated through the Comal County Sheriff's Office, to the satisfaction of Comal County.
- 7.2.4 The Contractor will coordinate with Comal County to allow for an uninterrupted transition and implementation of the new Inmate Telephone System from the current system.
- 7.2.5 The current system has cut-off switches either inside the control rooms, or outside the Housing Units that must be interfaced with the new telephone system including visitation.
- 7.2.6 Contractor will provide all materials and labor required to install and maintain telephone communications equipment, including but not limited to new wiring, for the inmate telephone system at no charge to the County.
- 7.2.7 Upon completion of installation, awarded Contractor must provide Comal County with a list of telephone numbers and the corresponding location of each unit.
- 7.2.8 The footprint of the system unit will not occupy the area of the current centralized system.
- 7.2.9 The Contractor will restore to the original condition any damage to property caused by installation personnel, including but not limited to walls, ceilings, etc., at the sole cost of the Contractor.

7.3 MAINTENANCE, SERVICE AND SUPPORT

- 7.3.1 The Contractor will restore to the original condition any damage to property caused by maintenance or installation personnel, including but not limited to walls, ceilings, etc., at the sole cost of Contractor.
- 7.3.2 The Contractor will provide all necessary labor, parts, materials, and transportation to maintain all inmate pay telephones in good working order throughout the life of the contract. No charge may be made to Comal County for maintenance of the system.
- 7.3.3 The Contractor will provide telephone equipment personnel who are fully trained, manufacturer certified and/or qualified on the equipment and software to be serviced.

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- 7.3.4 Contractor's maintenance personnel will respond and resolve normal repair requests within twenty-four (24) hours from the time of notification, including evenings, weekends, and holidays.
- 7.3.5 Contractor's maintenance personnel will respond and resolve emergency repair requests within eight (8) hours from the time of notification, including evenings, weekends, and holidays.
- 7.3.6 Contractor will maintain a 1-800 Customer Service number which must be answered 24 hours a day, 7 days a week by a live operator.
- 7.3.7 Contractor will perform remote software diagnostics on the inmate telephone system within four (4) hours of notification.
- 7.3.8 Contractor will provide a single point of contact for handling inmate public complaints and inquiries. Contractor must maintain a 1-800 number for Comal County and the public to call to inquire any billing, call blocks, etc. Contractor must complete all blocking requests within sixty (60) minutes of notification.
- 7.3.9 The Contractor will clean up and remove any debris resulting from his or her work, or work of Contractor's sub-contractors. Upon completion of the installation, the premises will be left in order and ready for immediate use.
- 7.3.10 The Contractor will provide a contingency plan in the event of phone outage.

7.4 COMMISSION AND CALL ACCOUNTABILITY:

- 7.4.1 The Contractor will pay commission to Comal County Sheriff's Office within 60 days of the end of the month in which call revenue was generated by the inmate telephones. All commission must be paid based on Gross Call Revenue. The Gross Call Revenue means the appropriate per minute rate applied to each and every call placed from the facility for which there is an answer and acceptance by the called party. There will be NO DEDUCTIONS whatsoever for un-billable or uncollectible calls or any other expense associated with providing or billing the services required by this RFP.
- 7.4.2 Comal County must receive a detailed commission report to accompany each monthly payment reflecting the true gross revenue figure. Site reports of completed call volume must be consistent with commission payment data. Comal County reserves the right to audit commissions anytime during the contract term.
- 7.4.3 Commission will be calculated on inmate minutes used.
- 7.4.4 The Respondent must provide the percentage rate/commission that will be paid to Comal County. Respondent must provide all charges and surcharges broken down per lata, so that the County can calculate its commission based upon the raw data for auditing purposes.

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PART 8 MANDATORY REQUIREMENTS

8.1 DEFINED DELIVERABLES

The proposed system must meet, exceed, but not be limited to the specifications listed below as the County is interested in the best system to meet our needs.

Offerors are required to show, in the table below, if the system they are proposing is in compliance with the item listed or not. If additional space is required for a comment, please mark "see attached", number (e.g. Operating Environment - 2) your comment on a separate piece of paper and include with your proposal.

YES OR NO MUST BE SHOWN FOR EACH ITEM FOR PROPOSAL TO BE CONSIDERED RESPONSIVE.

REQUIREMENT DESCRIPTION		YES/NO	COMMENTS
<i>Operating Environment</i>			
1	Application operates on a Microsoft Windows NT Client		
2	Application runs off a client browser (web based)		
<i>System Specifications</i>			
1	Centralized CPU System		
2	Three (3) computer and laser printer (HP-2200) stations for programming, monitoring and selecting features of the inmate telephone system unless need is shown.		
3	None of the telephone equipment will have any advertising posted on it		
4	Equipped with an UPS to provide for uninterrupted telephone service (There is no electric available in the Housing Units)		
5	Capable of digital tape-less recording and monitoring		
6	Capable of storing up to 5 years of calls for immediate retrieval, playback, and downloading of selected recordings to mp3 format.		
7	"Real time" capability to monitor live conversations as they are being recorded		
8	Synchronized with the Call Processing Equipment to ensure that call recording time mimics call record time		
9	Inmate telephones shall not have exposed screws, bolts, metal or hard-substance fasteners or any other material which can be removed from the unit without special security removal devices		
10	All equipment provided must be new and state of the art or otherwise meets the approval of the Sheriff's office		
11	Includes multi-level security access to the system		
<i>Functional Capabilities</i>			
1	Allows collect or prepaid calls only		

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2	Does not allow incoming calls		
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	REQUIREMENT DESCRIPTION (continued)	YES/NO	COMMENTS
	<i>Functional Capabilities(continued)</i>		
3	"Call-block" 911, 800, 900, 411, directory assistance, local emergency numbers, Comal County Jail numbers, staff home numbers and etc. Also, all toll free numbers.		
4	Able to block any telephone numbers entered into the system.		
5	"Call passing" that allows free calls to certain telephone numbers		
6	All telephones shall have printed instructions on them (in both English and Spanish) regarding how to obtain services in the requested language.		
7	The system shall have multilingual (English and Spanish) capabilities to instruct and assist the inmate and the called party while placing the call		
8	Inmates shall not have access to telephone system operators.		
9	Includes an inmate crime tip line		
10	Capable of using PIN numbers as a feature that can be turned on or off		
11	Capable of using telephone number lists as a feature that can be turned on or off		
12	Includes the ability to preset service automatically to turn on and off at designated times by individual telephone, groups of telephones, or all telephones		
13	Includes the ability to authorize specific telephone numbers during specific times and/or dates		
14	Allows for manual shut-off capabilities from designated Comal County control rooms or work stations		
15	Brands all inmate calls with a pre-recorded message announcing the collect call, name of the facility and inmate initiating the call; allows the option to block that call or caller, block all future calls from the Comal County Jail Inmate Telephone System, and receives a rate quote. The system shall have, at minimum, multilingual capabilities for English and Spanish. Multilingual capabilities for the system are highly desired.		
16	Ability to limit the duration of calls with the additional ability to give a 2 minute, 1 minute and 30 second warning that the time limit is up and that the call will be terminated.		
17	Prohibits 3-way calling. Provide details explaining the method of prevention.		

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18	Meets ADA requirements		
<i>Call Reporting Capabilities</i>			
1	Reporting capabilities shall be real time including calls-in-progress		
2	Reports shall allow for custom sorting and filtering		
3	Must retain five (5) years detail available online		
	REQUIREMENT DESCRIPTION (continued)	YES/NO	COMMENTS
<i>Commission Reporting Capabilities</i>			
4	Must have a monthly report automatically produced to show number of minutes used versus number of minutes billed by inmate phone.		
5	Commission reports shall include, at minimum, date of report, time period covered, total billed revenue by telephone		
6	Report is to be broken into standard categories: local, interlata, intralata, interstate, and any other call types provided. (please list any additional types)		
7	Reports are to be provided electronically in a Microsoft Excel spreadsheet format		

8.2 ADDITIONAL INFORMATION

Offerers are required to respond to each of the following 17 questions for proposal to be considered responsive. Please provide responses on a separate piece of paper and include with your proposal. Index your responses by number (e.g. Rating and Commission Integrity – Question #2).

Rating and Commission Integrity

1. How can your company validate the accuracy of the commission payment to Comal County?
2. How can your company insure that call rates are within state and federal pricing guidelines for inmate calls originating from Comal County?
3. What process does your company promise will be followed in the event of any requested rate changes? (Rate changes may be required by regulatory entities or requested by, Comal County or your company)

Completing More Calls (not blocking or incurring uncollectible calls)

4. What process will your company employ to complete calls to non-billable telephone numbers?
5. What payment options are available to called parties?
6. Can a billed party check their billing status with your company 24/7?

Service / Support

7. Approximately how many other customers do you have in the immediately surrounding Oklahoma, Louisiana, New Mexico, and Arkansas area?
8. How many years experience in telecommunications and corrections does your local service support staff have?
9. Regarding your proposed system, how many other large facilities in the United States have been using your company and same system for at least 3 years?
10. What certifications, if any, does your support staff have who will be directly responsible for our system and support?
11. Who can we contact locally in Texas, any hour of the day, if we have an emergency?

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Platform Integration and Expansion

12. What interfacing experience does your company have with other correctional facility software systems in the event Comal County chooses to expand their inmate calling system?
13. How many employees are directly employed by your company, not as sub-contractors, who design and create software products for the correctional industry?
14. What is the average number of years of direct industry experience of the above mentioned individuals?

Investigative Capabilities

15. What features and capabilities does your system have available today, and for at least the past 6 months, that will help Comal County remain secure and help prevent more crimes? (i.e., Live forwarding, Covert Alert, visitation, recording, snitch line, 3-way detection, Word Search, frequently dialed numbers, etc.) Please do not describe any future products.
16. If Comal County wanted to do a rapid search for investigative purposes to any dialed number in the South Central Texas area, how many other facilities, if any, could Comal County search against? How quickly can this be done and via what means? How would it take place at 2:00 a.m.?
17. If a Comal County investigator or manager needed investigative information while away from their office, anywhere in the country, what capabilities are available to him and via what means?

PART 9 SELECTION, EVALUATION AND AWARD CRITERIA

9.1 SELECTION CRITERIA: A contract will be awarded to the most responsive Offeror whose proposal is determined to be the most advantageous to the County.

9.1.1 The following criteria are among those that will be used to evaluate submitted proposals.

Experience/ References: Review of references: A high level of professional competence and a proven track record in the installation and operation of similar projects. Experience of the personnel assigned install and service the project. Offeror's qualification, experience, references with other institutions similar in size to Comal County and their ability to service the County as required including history of making timely commission payments as required by these specifications. Has Offeror addressed previous experience in providing this type of service or equipment?

Quality: Quality of the proposal. Are the proposed equipment, accessories and services responsive to Comal County needs? Does the proposed equipment have a solid track record for this type of service or equipment? The proposal should clearly demonstrate the firms' understanding of the County's overall objectives. Is Offeror's participation and responsibility clearly defined? Is Comal County's participation and responsibility clearly defined? Have installation requirements and procedures been defined? Comal County will **not** entertain proposals from Offerors offering just one telephone service (local calls only or long distance calls only). The proposed product meets Comal County needs and requirements as well as future needs through enhancements and upgrades.

Commission/payment structure: Offeror's proposed commission paid to Comal County Sheriff's Office. Commission is to be based on gross revenue which is defined as revenue on all local and long distance calls originating from all coin and non-coin telephones including calls for which payment cannot be collected from customers.

Offeror's support, service and added services provided for Comal County. Has the proposal complied with the type of support and repair service requested? What are Offeror's service hours? What is the Offeror's response time? Added services examples: call blocking, report generation etc.

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- 9.2 SELECTION COMMITTEE:** The selection committee will be comprised of Department Heads and/or employees from Comal County Purchasing, Jail, District Attorney's Office, and Auditor's Office.

IV. CONTRACT

STATE OF TEXAS
COUNTY OF COMAL COUNTY

WHEREAS, The attached proposal package including the **Cover Sheet, Instructions, Specifications, and Proposal Sheet(s)** for the item(s) being published for competitive proposal, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Comal County Commissioners Court as the governing body of Comal County did on _____, 20____ award a contract to _____, Vendor for furnishing the materials, equipment, s, and/or services in quantities and at prices as set forth in the above-attached proposal package; and

THEREFORE, Knowing all men by these present, that this contract is entered into by Comal County, Texas, a political subdivision of the State of Texas (hereinafter called "County") and the undersigned Vendor (hereinafter called "Vendor").

WITNESSETH

THAT IN ACCORDANCE with the above attached proposal package in every particular, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the items of said proposal package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and goods/services covered by any claims that (1) conform to the attached specifications, (2) the equipment, materials, and goods/services were delivered in good condition, and (3) services contracted for the Commissioners Court have been satisfactorily performed.

Prior Agreements Superseded

This Contract, with the entire proposal package incorporated herein including any required supporting literature, brochures, and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein.

Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorization representatives of each party.

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IN TESTIMONY WHEREOF: Witness our hands at New Braunfels, Texas, effective as of the date awarded above, if any.

VENDOR

COMAL COUNTY

BY: _____
AUTHORIZED AGENT

BY: _____
PURCHASING AGENT

******Failure to sign the Contract page(s) may disqualify the proposal from being considered by the Commissioners Court. However, this contract is not valid until awarded in Commissioners Court.*****

**COMAL COUNTY
OFFEROR'S AFFIRMATION**

This sheet must be completed, signed, and returned by Bidder/Offeror

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Bidder/Offeror affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other bidder, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or Director to any other person engaged in this type of business prior to the official opening of this bid/offer.
2. Bidder/Offeror hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to §262.076 (a) of the Texas Local Government Code, Bidder/Offeror, hereby affirms that Bidder/Offeror:
(Please check all that are applicable)

_____ Does not own taxable property in Comal County.

_____ Does not owe any ad valorem taxes to Comal County or is not otherwise indebted to Comal County.

If any additional information is required regarding these requirements, please contact The Comal County Purchasing Department PRIOR to execution.

Bidder/Offeror Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____ Date _____

Position with Company _____

Signature of Company Official
Authorizing the Bid/Offer _____ Date _____

Company Official
(Printed Name) _____

Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated Charter Number _____

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VENDOR REFERENCE INFORMATION SHEET
(PRINT)

VENDOR FIRM/BIDDER: _____

By: _____
AUTHORIZED AGENT TITLE

ADDRESS: _____
STREET ADDRESS AND /OR P.O. BOX NO.

CITY STATE ZIP CODE

PHONE: _____ FAX: _____

REFERENCES

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE COMMODITIES HAVE BEEN PROVIDED:

1. COMPANY NAME: _____

ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____ TITLE: _____

2. CONTACT NAME: _____

ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____ TITLE: _____

3. CONTACT NAME: _____

ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____ TITLE: _____

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CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	FORM CIQ		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="text-align: center; padding: 2px;">OFFICE USE ONLY</td></tr><tr><td style="padding: 2px;">Date Received</td></tr></table>	OFFICE USE ONLY	Date Received
OFFICE USE ONLY			
Date Received			
1 Name of person doing business with local governmental entity.			
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)			
3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.			
4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.			

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 **Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6 **Describe any other affiliation or business relationship that might cause a conflict of interest.**

7

Signature of person doing business with the governmental entity

Date

IMPORTANT INFORMATION CHECKLIST

Check off each of the following as the necessary action is completed

- ___ 1. The Offeror Certification been signed and is the first page.
- ___ 2. The Contract is completed and signed.
- ___ 3. The Vendor Reference Information Sheet is complete.
- ___ 4. The price extensions and totals have been checked, if applicable.
- ___ 5. Any required drawings or descriptive literature have been included.
- ___ 6. If required, the amount of the bid surety has been checked, and the surety has been included.
- ___ 7. Any addendums have been signed and are included.
- ___ 8. Conflict of Interest Questionnaire has been signed.
- ___ 9. Offerors Affirmation Page has been completed and included.
- ___ 10. The mailing envelope has been addressed to:
Comal County Purchasing Dept.
1297 Church Hill Dr.
New Braunfels, Texas 78130
- ___ 11. The envelopes have been sealed and marked with:

RFP Title
RFP Number
Opening Date
Opening Time