



CAMERON COUNTY
PURCHASING DEPARTMENT
INVITATION TO RFP

RFP # 1760

RFP TITLE: INMATE COMMUNICATIONS SERVICES

DATE DUE: FEBRUARY 10, 2022 DUE NO LATER THAN 11:00 A.M.

RFP's will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department - 3rd Floor - Room # 345 at 11:01 a.m. (as per Purchasing Dept. time clock) on deadline due date.

MANDATORY PRE PROPOSAL MEEETING & SITE VISIT:

Monday, January 10, 2022 Time: 10:00 a.m.

Location: Carrizales Rucker SHERIFF's DEPT. 7300 Old Alice Rd., Olmito, Tx. Contact: Andre Delgado

Questions deadline: Tuesday, January 4, 2022 Answers post to web: Monday, January 10, 2022

Follow up Questions deadline: Monday, January 17, 2022 Answers post to web: Friday, January 21, 2022

Please return RFP ORIGINAL ONE (1) AND SEVEN (7) COPIES in sealed envelope. Be sure that return envelope shows the RFP Number, Description and is marked "SEALED RFP".

RETURN RFP TO:

by U.S. mail or delivered to the office of Purchasing Dept., County Courthouse (Dancy Bldg.) 1100 E. Monroe St, 3rd Floor, Room 345, Brownsville, Texas 78520.

For additional information or to request addendum email: Mike Forbes or Dalia Loera at (956) 544-0871 E-mail: mforbes@co.cameron.tx.us or dalia.loera@co.cameron.tx.us

YOU MUST SIGN BELOW IN INK; FAILURE TO SIGN WILL DISQUALIFY THE OFFER.

All prices must be typewritten or written in ink.

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

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

City, State, Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ e-mail \_\_\_\_\_

Historically Underutilized Business (State of Texas) Certification VID Number: \_\_\_\_\_

How did you find out about this RFP? \_\_\_\_\_ (ex: Newspaper, Web, mailout)

SIGNATURE: \_\_\_\_\_ Print Name: \_\_\_\_\_

Is Proposer's principal place of Business within Cameron County? Yes - No

(Your signature attests to your offer to provide the goods and/or services in this RFP according to the published provision of this RFP. When an award letter is issued, this RFP becomes the contract. If an RFP required specific Contract is to be utilized in addition to this RFP, this signed RFP will become part of that contract. When an additional Contract is required a RFP award does not constitute a contract award and RFP / Contract is not valid until contract is awarded by Commissioners Court (when applicable) signed by County Judge) and Purchase Order is issued.)

# CHECK LIST

Items checked below represent components which comprise this proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately. It is the Offeror's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your RFP packet.

**Cover Sheet**

Your company name, address and your signature (**IN INK**) should appear on this page.

**Instructions to Proposers**

You should be familiar with all of the Instructions to Proposers.

**Special Requirements**

This section provides information you must know in order to make an offer properly.

**Specifications / Scope of Work**

This section contains the detailed description of the product/service sought by the County.

## **Attachments**

**Attachments A, B, C, D, E, F, G, H, I**

Be sure to complete these forms and return with packet.

**RFP Guarantee & Performance Bond Information & Requirements**

This form applies only to certain proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,00 must also have a Performance Bond in a form approved by the County. Please read carefully and fill out completely.

**Minimum Insurance Requirements**

Included when applicable

**Worker's Compensation Insurance Coverage Rule 110.110**

This requirement is applicable for a building or construction contract.

**Financial Statement**

When this information is required, you must use this form.

## **Other - Final Reminders To double check before submitting RFP**

- Is your RFP sealed with RFP #, title, Proposer's Name, & return address, on outside?
- Did you complete, sign and submit page 1?
- Did you complete and submit attachments A,B,C,D,E, F, G, H, I?
- Did you provide the number of copies as required on the cover page?
- Did you visit our website for any addendums?

<https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

If not interested in responding please let us know why e-mail to: [Purchasing@co.cameron.tx.us](mailto:Purchasing@co.cameron.tx.us)

## INSTRUCTIONS FOR SUBMITTING RFP'S

These General Instructions apply to all offers made to Cameron County, Texas (herein after referred to as "County") by all prospective vendors (herein after referred to as "Proposers") on behalf of Solicitations including, but not limited to, Invitations to RFP and Requests for Offer.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your RFP with all appropriate supplements and/or samples. Prior to returning your sealed RFP response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web <https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

Addendums Column (updated Addendums). These Addendums must be signed and returned with your RFP in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Annual RFP award information can be accessed at:

<https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

Review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy.

Cameron County is an Equal Employment Opportunity Employer.

Review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy.

**GOVERNING FORMS:** In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Cameron County's interpretation shall govern. Where substitutions are used, they must be of equivalent value or service, and specified by the Proposer as such, in the columns to the right on the "Minimum Specifications' Forms". The County's specifications may be exceeded and should be noted by the Proposer as such. Any RFP NOT MEETING the Minimum Requirements specified will be rejected.

**GOVERNING LAW:** This invitation to RFP is governed by the competitive RFP requirements of the County Purchasing Act, Texas Local Government Code, § 263.007 et seq., as amended. Proposers shall comply with all applicable federal, state and local laws and regulations. Proposer is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Cameron County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions results in a change or addition to this RFP, the Change(s) and addition(s) will be forwarded to all Proposers involved as quickly as possible in the form of a written addendum only. Verbal changes to RFP's must be backed-up by written addendum or written Q/A clarifications which would be posted on County Purchasing Web site. Without written Addendum or written Q / A clarification, verbal changes to RFP will not apply.

Sign the Vendor's Affidavit Notice, complete answers to Attachments A,B, C, D, E, F, G, H, I and return all with your RFP.

### **CONFLICT OF INTEREST QUESTIONNAIRE:**

#### **For vendor or other person doing business with local governmental entity**

This questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

**By law this questionnaire must be filed with the records administrator (County Clerk's Office) 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.

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.

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.

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form, you must file with County Clerk's Office subject to above instructions.

**can be downloaded at the following web site:**

[https://www.cameroncounty.us/wp-content/uploads/Purchasing/docs/Conflict of Interest Questionnaire New 2015 .pdf](https://www.cameroncounty.us/wp-content/uploads/Purchasing/docs/Conflict_of_Interest_Questionnaire_New_2015_.pdf)

### **DISCLOSURE OF INTERESTS:**

This questionnaire must be filed with the records administrator (County Clerk's Office) of the local government and no later than the 7<sup>th</sup> business day after the person becomes aware of facts that require this statement to be filed. Cameron County, Texas requires all persons or firms seeking to do business with the County to **provide the following information if the person becomes aware of facts that require this statement to be filed.** Every question must be answered. If the question is not applicable, answer with "N/A."

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this disclosure of interest form, you must file with County Clerk's Office subject to above instructions.

**can be downloaded at the following web site:**

<https://www.cameroncounty.us/wp-content/uploads/Purchasing/CIS.pdf>

### **TEXAS ETHICS COMMISSION FORM 1295**

All RFPs prior to award or award of Contract by Commissioner's Court will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor.

All Vendors being recommended to Commissioners Court for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award . This Certification Form 1295 must be electronically submitted, printed and notarized. Notarized form must be emailed or delivered to County Purchasing Department making the request for form. This process must be completed prior to Commissioners Court Agenda for approval consideration of RFP award. There is no charge for this TEC online process.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm - on line "New Form 1295 Certificate of Interested Parties Electronic Filing Application" Site at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) )

If any Vendors have questions as to TEC Form 1295 visit the County Purchasing Web site left column tab "Vendor – TEC Form 1295" for more information. TEC Web site links can be found at this location including Question / Answers and Video instructions.

tab Link: <https://www.cameroncounty.us/vendors-tec-form-1295/>

PROPOSER SHALL SUBMIT RFP ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE RFP PACKET. In the event of inclement weather and County Offices are officially closed on a Proposal deadline day, RFP's will be received until 2:00 p.m. of the next business day. Proposals will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3<sup>rd</sup> Floor – Room # 345 (as per Purchasing Dept. time clock.

RFP's SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

PRESENTATIONS SEQUENCE TO EVALUATION COMMITTEE. Presentations to Evaluation Committee will be sequenced (in order) as determined by the utilization of RANDOM.ORG. Process will be conducted in the Purchasing Dept. with Auditor's designee present.

SUCCESSFUL PROPOSER WILL BE NOTIFIED. All responding Proposers will receive written notification regarding the outcome of the award.

PROPOSERS MAY ATTEND PUBLICLY HELD COMM COURT MEETING FOR AWARD OF THIS SOLICITATION. All responding proposers are welcome to attend the publicly held Commissioners Court meeting relative to the outcome / award of this solicitation. Court Meeting agenda date and times may be obtained at the following web site: [http://www.co.cameron.tx.us/commissioner\\_s\\_court\\_agenda/index.php](http://www.co.cameron.tx.us/commissioner_s_court_agenda/index.php)

OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED. All information included will be open to the public, other proposers, media as per the Open Records Act and not be confidential in nature. If you deem any information as confidential, it should not be made part of your RFP package.

PLEASE NOTE CAREFULLY

THIS IS THE ONLY APPROVED INSTRUCTION FOR USE ON YOUR RFP. ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF RFP. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. **ORIGINAL AND SEVEN (7) COPIES OF RFP's MUST BE SUBMITTED**
2. RFP's MUST give full firm name and address of the Proposer. **Failure to manually sign RFP will disqualify it.** Person signing RFP should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.
3. RFPs CANNOT be altered or amended after deadline time. Any alterations made before deadline time must be initiated by PROPOSER or PROPOSER'S authorized agent. No RFP can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.
4. Any Catalog, brand name or manufacturer's reference used in a RFP invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. RFP's on brand of like nature and quality will be considered. If RFP is based on other than reference specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete descriptions should be made part of the RFP. If Proposer takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified. County user Dept.(s) reserves the right to make the final determination as to equivalents.
4. Written and verbal inquires pertaining to RFP's must give RFP Number and Company.
5. NO substitutions or cancellations permitted without written approval of Purchasing Agent.
6. The County reserves the right to accept or reject all or any part of any RFP, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total RFP. Prices should be itemized. County also reserves the right to award either with or without trade-in, if applicable.
7. RFP unit price on quantity specified – extend and show total. In case or errors in extension, UNIT prices shall govern. RFP's subject to unlimited price increase will not be considered.
8. This is an RFP inquiry only and implies no obligation on the part of Cameron County.
9. Partial RFP's will not be accepted unless awarded by complete category or line item. **To be awarded by total RFP.**
10. It is expected that the Proposer will meet all state and federal safety standards and laws in effect on the date of the RFP for the item(s) being specified, and the particular use for which they are meant.
11. It is the responsibility of the RFP or proposer to ask any and all questions the proposer feels to be pertinent to the RFP. Cameron County shall not be required to attempt to anticipate such questions for proposers. Cameron County will endeavor to respond promptly to all questions asked.

12. Any item not specifically mentioned but necessary for the delivery and operation of the proposed system shall be included in this proposal. These specifications and requirements should be in sufficient detail to secure proposals on comparable services.
13. The requirements listed herein should be met by all offerer's proposals. In instances where the proposal differs from these requirements, offerer shall note the difference and describe in detail how their proposal will meet the County's needs without including this specific requirement. Failure to meet these requirements may be cause for rejection of the vendor's proposal at the County's discretion.

**INSPECTION:** Upon receiving item(s), they will be inspected for compliance with the RFP Specifications. If the item(s) do not pass inspection, the vendor will be required to pick up the rejected item(s) at the delivery point, provide the necessary replacement, and return the item(s) to the original point of delivery.

All items proposed shall be new, in first class condition, including containers suitable for shipment and storage (Cameron County prefers recycled packaging whenever possible), unless otherwise indicated in RFP. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory material will be returned at Seller's expense.

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

In the event of any apparent conflict of quantities, standards, codes, or this specification, equipment supplier will refer the conflict to owner for written resolution.

Proposals/Offerors must comply with: All federal, state, county and local laws governing or covering this type of service.

Patents/Copyrights:

The successful offeror agrees to protect Cameron County from claims involving infringements of patents and/or copyrights.

Termination of Contract:

This contract will remain in effect until contract expiration, completion, and acceptance of services or default. Cameron County reserves the right to terminate the contract immediately in the event the successful offeror fails to:

1. meet delivery or completion schedules, or
2. otherwise perform in accordance with the accepted proposal, and/or according to the present and/or proposed future needs of Cameron County.

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

Either party may terminate this contract with a thirty (30) days' written notice prior to either party notification of intent to cancel. The successful offeror must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address on the Affidavit for the Contractor or to the County Judge, 1100 East Monroe Street, Brownsville, Texas 78520.

Contract:

Offeror will submit with their proposal a completed and signed contract.

Ownership:

All plans, prints, designs, concepts, etc., will become the property of Cameron County.

Bonding:

Before award of any contract resulting from this proposal.

Surety bond: of not less than \$25,000 will be required by the successful offeror and for all people visiting the site.

**Payment Bond: will be required to cover the Guaranteed MAG to be part of Contract.**

Insurance: Certificate of Insurance (Proof) will be provided to Cameron County as purchased and as renewed.

**COMMISSION PAYMENTS : All Inmate Phone Commission payments must be made payable to Cameron County and mailed to the Cameron County Treasurer's Dept. 1100 East Monroe Street, Room # 146, Brownsville, Texas 78520 Attn: County Treasurer - Phone # 956- 550-1341.**

**CAMERON COUNTY IS NOT ACCEPTING ANY UP-FRONT PAYMENT (*payment of yearly Commissions in month 1 rather than in 12 monthly payments would not be considered as an up front pymt.*) OR SIGN ON BONUS WITH THIS PROPOSAL. PLEASE DO NOT SUBMIT A PROPOSAL OFFERING EITHER AN UP-FRONT PAYMENT OR SIGN ON BONUS.**

**GUARANTEED MAG:**

**Based on Annual MAG (Minimum Annual Guarantee).**

## 1. INTRODUCTION

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### 1.1. Request for Proposal

1.1.1. Cameron County (“County”) invites responses to this Request for Proposal (“RFP”) from qualified, experienced Proposers who can provide reliable, cost effective inmate communications service which meets the requirements described in this RFP at the following Facilities:

<b>Facility</b>	<b>Address</b>
<b>Carrizales Detention Center</b>	<b>7300 Old Alice Road, Olmito, TX</b>
<b>Cameron County Jail</b>	<b>954 E Harrison St., Brownsville, TX</b>
<b>Detention Center 1</b>	<b>1145 E. Harrison St, Brownsville, TX</b>
<b>Detention Center 2</b>	<b>1154 E. Harrison St. Brownsville, TX</b>

It is the intent of these specifications to obtain proposals from qualified vendors to provide local and long distance telephone service, including a recording and monitoring system and equipment for the inmates at the following County facilities:

1.1.2. Details about each Facility can be found in [Appendix A – Facility Specifications](#). County is seeking an experienced Proposer to provide, install and maintain a turn-key inmate telephone system including the provisions for visitation telephone recording and monitoring at the Facilities. Proposer shall provide telephone services to the inmates utilizing an inmate telephone system (“ITS”) in accordance with the requirements and provisions set forth in this RFP.

1.1.3. County is seeking providers with a track record of offering low rates and fees to both the inmates and their families. Ideally, rates, single-payment call rates and ancillary fees will be in line with recent FCC and state regulations. All respondents will be required to fully outline their rates (local, intrastate, interstate and international), as well as all account funding, management and billing fees.



## 2. PROPOSAL INSTRUCTIONS, FORMAT, CONTENT AND SUBMISSION

### 21. Schedule of Events

- 2.1.1. The following is the County’s best estimate of the schedule of events (“Schedule of Events”). County reserves the right to revise the Schedule of Events. Unless otherwise specified, the times provided are Central Standard Time (CST).
- 2.1.2.

Release of the RFP	12/13/2021
<b>MANDATORY</b> Site Visit	1/10/2022
Deadline for Written Questions from Proposers	1/4/2022
Dissemination of Answers to Written Questions	1/10/2022
Proposal Due Date	2/10/2022

### 22. General Format

- 2.2.1. Proposer must completely respond to all requests for information and forms contained in this RFP to be considered for award. Brochures and advertisements will be considered an incomplete reply to requests for information. Proposer is solely responsible for the accuracy and completeness of its proposal. Proposals considered incomplete by County may be rejected without notification.
- 2.2.2. Elaborate or lengthy proposals are discouraged. Emphasis should be on completeness and clarity of content. Proposals should provide a straightforward, concise description of Proposer’s ability to satisfy the requirements of this RFP.

### 23. Submission of Proposal

- 2.3.1. Deliver all copies and an email version of the proposal on or before the Proposal Due Date. Proposals must be directed to the RFP contact specified in [Section 2.5 – Questions or Comments](#).
- 2.3.2. The outside of the proposal must be labeled **INMATE TELEPHONE PROPOSAL -RFP# 1760** , and include the RFP number. Proposer is responsible for late deliveries or mail delays. Postmarking by the Proposal Due Date shall not substitute for the actual proposal receipt. Additional time to respond may not be granted to any individual Proposer.
- 2.3.3. Proposals shall include the original RFP language and shall be prepared on standard 8 1/2" x 11" paper with a 12-point font with each page numbered.
- 2.3.4. The proposal must follow the format of this RFP. A complete response to each section and numbered item must be provided. If Proposer is in full compliance with the section or numbered item, Proposer’s response shall be, “Read, agree and will comply.” Otherwise, Proposer’s response shall be, “Read and do not comply” and considered an exception (“Exception”). Exceptions to any section or numbered item must be addressed and listed in an Exceptions addendum to Proposer’s proposal.
- 2.3.5. The original RFP text, as well as any appendices, amendments, addenda or other correspondence related to this RFP may not be manually, electronically or otherwise altered by Proposer. Any Proposers’ proposal containing altered, deleted or additional non-original RFP text may be disqualified.
- 2.3.6. Several sections and numbered items require additional explanation. Provide exhibits and/or visual aids which clearly reference the specific section and numbered item.

- 2.3.7. All information contained in Proposer's proposal must be relevant to a section or numbered item of this RFP. Any information which does not meet this criterion shall be deemed extraneous and shall not be evaluated.
- 2.3.8. Failure to follow the instructions in this RFP may, at County's sole discretion, result in the rejection of Proposer's proposal.
- 2.3.9. All costs and expenses relating to the preparation and submission of Proposer's proposal shall be the responsibility of Proposer.
- 2.3.10. Proposer may modify its submitted proposal by providing a written and signed request to the RFP contact specifying the modification(s), prior to the Proposal Due Date. County will not accept any modifications to Proposer's proposal after the Proposal Due Date.
- 2.3.11. Proposer may withdraw its submitted proposal by providing a written and signed request to the RFP contact at any time prior to the Proposal Due Date.
- 2.3.12. Proposer is responsible for all errors or omissions contained in its proposal.

## 24. Mandatory Site Evaluation

- 2.4.1. County requires Proposer to attend the site evaluation on the date and time specified in the Schedule of Events. It is mandatory for Proposer to attend the site evaluation to submit a proposal.
- 2.4.2. To attend the site evaluation, Proposer must complete and email [Appendix C - Site Evaluation Registration Form](#) to the RFP contact specified in [Section 2.5 – Questions or Comments](#) on or before the date specified by the Schedule of Events. Each Proposer will be limited to 2 representatives at the site evaluation. Via an email to the RFP contact, and upon receipt of County's confirmation, Proposer must confirm attendance with the RFP contact at least 2 days prior to the site evaluation.
- 2.4.3. Oral responses to questions during the site evaluation shall be considered nonbinding to County. Proposer's questions regarding the site evaluation and/or this RFP must be submitted by Proposer in writing as specified in [Section 2.5 – Questions or Comments](#) on or before the date specified in the Schedule of Events.

## 25. Questions or Comments

- 2.5.1. Proposer must direct all questions and/or comments to the RFP contact listed below. All questions must be submitted via email.
- 2.5.2. County shall deliver the answers to the questions and/or comments received on or before the date specified in the Schedule of Events. Any questions and/or comments submitted by the Proposers after the due date will not be answered by County.
- 2.5.3. Only written communication executed by County in the form of an amendment or addendum shall be considered binding.
- 2.5.4. Proposer shall not contact any of County's employees or any employee at the Facilities regarding this RFP during the RFP process. Inappropriate contact by Proposer may result in County's rejection of Proposer's proposal.
- 2.5.5 RFP Contact information:

### **Cameron County Purchasing Department**

**Attn: Mike Forbes**

**Telephone: (956) 544-0871**

**Email – [mforbes@co.cameron.tx.us](mailto:mforbes@co.cameron.tx.us)**

## 26. RFP Specification Changes

- 2.6.1. County reserves the right, at any time, to amend any portion of this RFP in the form of an addendum or amendment.
- 2.6.2. County reserves the right to withdraw and/or reissue the RFP in whole or in part at any time during the RFP process. County reserves the right to not award an agreement pursuant to this RFP (“Agreement”).
- 2.6.3. Proposer’s submission of a proposal shall not bestow any rights upon Proposer nor obligate County in any manner.

## 27. Discrepancy between Proposal and Agreement

- 2.7.1. Discrepancies among the following documents shall be resolved in the following order, with the higher-ranking documents taking precedence over the lower. (Shown higher to lower.)
  - 2.7.1.1. Negotiated Agreement and any amendments or addenda;
  - 2.7.1.2. RFP and any amendments or County addenda;
  - 2.7.1.3. Proposer’s final proposal.

## 28. Confidentiality

- 2.8.1. Proposer proprietary and/or confidential information must be clearly marked and identified as such. If such proprietary and/or confidential information is a trade secret(s), such trade secret(s) will be subject to disclosure as is required by applicable state public disclosure and open records laws. Proposer shall not intentionally mark any portion of its proposal as “proprietary” or “confidential” that it does not have a good faith belief to be proprietary or confidential or in any other way to attempt to prohibit compliance with public record disclosure requirements. Should Proposer’s information, which is marked as proprietary or confidential, be requested as part of a public information act request, County may notify Proposer in writing before such information is released as required by the applicable act or law. Proposer agrees, at its expense, to defend and hold harmless County from claims involving infringement of any intellectual property.

## 29. Acceptance Period

- 2.9.1. Proposer’s submission of a proposal indicates Proposer agrees the proposal will remain valid for a minimum of 120 days from the Proposal Due Date (“Acceptance Period”). A proposal requesting less than 120 days may be rejected. Proposer may specify a longer Acceptance Period.
- 2.9.2. If Proposer’s Proposal is accepted within the Acceptance Period, Proposer agrees to furnish any or all items or services as negotiated, and under the terms and conditions specified in this RFP, its amendments(s) and/or addenda and Agreement. County shall create an Agreement for execution by County and the awarded Proposer, which shall contain the terms and conditions in this RFP, its amendments and/or addenda, and as negotiated by County and awarded Proposer.

### 3 EXECUTIVE SUMMARY

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*Format and Content: Please included in your RFP's as part of your cover the following:.*

***Executive Summary ( 2 pages max.)***

Summary of RFPs as submitted

***Introduction ( 2 pages max.)***

RFPs must include confirm that the firm will comply with all of the provisions in this RFP. If exceptions will be taken it should be so noted. RFPs must be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their RFPs may cause their RFPs to be determined to be non-responsive and the RFPs may be rejected. Include the following:

*Firms Name, Address, Phone #, Contact Name, Phone #, Email address.*

***Understanding of the Project ( 1 pages max.)***

Offerors must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

***Management Plan for the Project ( 1 page max.)***

Offerors must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet Cameron County's project schedule.

***Experience and Qualifications ( 2 pages max.)***

Provide list specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

***Evaluation Criteria ( 2 pages total max. for all criteria)***

Explain your firms strengths/advantages as they pertain to each of the Evaluation Scoring criteria. Note each criteria separately with explanation for each.

## 4 PROPOSAL EVALUATION AND SELECTION

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### 4.1. Evaluation Factors

- 4.1.1. Proposals will be evaluated by County's internal evaluation committee ("Evaluation Committee") and may be subject to a two-phase evaluation process:
- 4.1.1.1. Phase One
    - 4.1.1.1.1. Each evaluator independently assigns a score to each of the evaluation criteria associated with Phase One listed below.
    - 4.1.1.1.2. Criterion scores will then be summed.
    - 4.1.1.1.3. County reserves the right to award the Agreement at the end of Phase One.
  - 4.1.1.2. Phase Two
    - 4.1.1.2.1. If deemed necessary by the Evaluation Committee, the highest scoring Proposer(s) may be invited to conduct an oral interview with the Evaluation Committee.
      - 4.1.1.2.1.1. Additions, deletions or substitutions may not be made to proposals during the oral interview, unless they may be viewed as a clarification(s).
    - 4.1.1.2.2. Each evaluator will independently assign a score to each of the evaluation criteria associated with Phase Two listed below.
    - 4.1.1.2.3. Criterion scores will then be summed.
    - 4.1.1.2.4. The scores resulting from Phase One and Phase Two will be summed resulting in a final score.
- 4.1.2. Each Proposer, by submitting a proposal, agrees that if County accepts its proposal, such Proposer will furnish all items and services upon the terms and conditions in this RFP and Agreement.
- 4.1.3. County expressly reserves the right to accept or reject any or all proposals. County, with cause, may modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of commission offered and other evaluation factors set forth in this RFP, or to award an Agreement to the next most qualified Proposer if the successful Proposer does not execute an Agreement within 30 days after the award of the Agreement.

#### **WEIGHTED QUANTITATIVE SCORING:**

Each Vendor will be assigned a score of 0 - 4 by each evaluator for each criteria

- 4 = Very good / Exceeds expectations
- 3 = Above expectations
- 2 = Meets expectations
- 1 = Does not meet expectations
- 0 = non responsive

Evaluators score by category will be multiplied by the assigned weight for each criteria by vendor then totaled.

Scoring for price will be a ratio and based on a pro rata factor of the best price submitted.

Ex: Vendor W - price \$100,000 = 4 points X assigned weight (ie: 25%) = 100 points  
 Vendor X – price \$150,000 = 2.66 points X assigned weight (ie: 25%) = 66.6 points  
 Vendor Y – price \$200,000 = 2 points X assigned weight (ie: 25%) = 50 points  
 $\$100,000 \div \$200,000 = .50 \times 4 = 2 \times 25 = 50$   
 $\$100,000 \div \$150,000 = .66 \times 4 = 2.666 \times 25 = 66$

**SCORING: WEIGHT**

The proposal will be evaluated with regards to the following criteria factors:

- 30% - Demonstrated ability to meet the technical requirements, based upon the RFP responses and information provided by similar facilities in which the vendor has their system installed.
- 15% - Financial Offering including a commission rate based on gross revenue (defined as revenue on all local and long distance calls).
- 15% - rate charged to the party who accepts the charges.
- 30% - Vendor experience, technology offering, account support team, maintenance and current customer references.
- 10% - Proposed project plan, scheduling, and implementation with minimal interruption of service.



4.2. Negotiation of Proposal

- 3.2.1. County reserves the right to conduct negotiations from the proposals received or to award an Agreement without negotiations. If such negotiations are conducted, the following conditions shall apply:
- 3.2.1.1. Negotiations will only be conducted with selected Proposer(s) after the evaluation of proposals.
  - 3.2.1.2. Proposer’s proposal may be subject to negotiation and revision. Proposer may be required to submit additional data.
  - 3.2.1.3. Any changes agreed upon during negotiations may become part of the Agreement.
- 3.2.2. If County is unable to come to terms with the selected Proposer, discussions shall be terminated and negotiations will begin with the next highest scored Proposer.

### 4.3. Proposal Selection

- 4.3.1. The Proposer with the highest perceived commission offer is not guaranteed award of an Agreement.
- 4.3.2. County reserves the right to adopt or use for its benefit, any concept, plan, or idea contained in Proposer's proposal.
- 4.3.3. County reserves the right to review Proposer's Agreements with its sub-contractors to ascertain whether Proposer has the necessary operational systems in place to fulfill the requirements of this RFP.
- 4.3.4. County reserves the right to request clarification from Proposers during the evaluation of proposals. Such clarification is intended to assist County in awarding an Agreement that is most advantageous to County.
- 4.3.5. County reserves the right, in its sole judgment, to accept the proposal which is determined by County to be the best proposal resulting from this RFP, with or without negotiation.
  - 3.3.5.1. The awarded Proposer shall not unduly delay negotiations or execution of an Agreement. Proposer is expected to respond promptly to County's requests.
- 4.3.6. County expressly reserves the right to accept or reject any or all proposals, modifications, or alterations or waive any technicalities or provisions, with or without cause.
- 4.3.7. County reserves the right to award an Agreement to the next highest scored Proposer if the awarded Proposer does not furnish all items and services required in this RFP, its amendment(s) and/or addenda and negotiated Agreement.
- 4.3.8. Proposals that do not meet the requirements set forth in this RFP, its amendment(s) and/or addenda, may be considered non-compliant and may be disqualified. County may reject Proposer's proposal for any of, but not be limited to, the following:
  - 4.3.8.1. Evidence of collusion with or among other Proposers submitting a proposal;
  - 4.3.8.2. Inappropriate contact or discussions as outlined in [Section 2.5 - Questions or Comments](#); or,
  - 4.3.8.3. Incorrect or contradictory information and/or false statements included in Proposer's proposal or other materials submitted in its response to this RFP or made during any oral presentations or negotiations.

### 4.4. Final Decision

- 4.4.1. County shall make the final selection of the awarded Proposer. Each Proposer that submitted a proposal will receive written notification of County's final decision.

### 4.5. Protest of Award

- 4.5.1. Any objection to County's final decision will be handled according to applicable state and local procurement laws.
- 4.5.2. Should, upon award notification, Proposer wish to protest the award, a Protest Bond in the amount of \$50,000.00 will be payable at the time of protest submission.
  - 4.5.2.1. Should Proposer's protest be successful, the submitted Protest Bond will be returned in full to the Proposer within 10 business days of the protest result notification.
  - 4.5.2.2. Should Proposer's protest be unsuccessful, the submitted Protest Bond will be forfeited by Proposer and retained in full by County.

## 5. PROPOSER INFORMATION AND REFERENCES

### 5.1. Proposer Information

5.1.1. Proposer shall supply the following in its proposal:

- 5.1.1.1. Documentation that Proposer is registered to do business in the State of Texas for at least one (1) year prior to responding to Proposal.
- 5.1.1.2. Documentation that all necessary requirements of the Public Utility Commission of Texas and the Federal Communications Commission (“FCC”) are met.
  - 5.1.1.2.1. A copy of its telecommunications service tariff for the State of Texas.
    - 5.1.1.2.1.1. Has your company or any subsidiaries been cited or fined for operating illegally in respects to telecommunications, money transmittal, fees for funding accounts? If so, explain in detail.
- 5.1.1.3. Proposer’s current annual report and its most recent Dun and Bradstreet reports.
  - 5.1.1.3.1. Has your company received any credit downgrades in the past 12 months?
- 5.1.1.4. If Proposer has operated under a different name, or affiliate, offer services under a subsidiary in the past 3 years, provide names, dates, addresses and state where incorporated.
- 5.1.1.5. If Proposer is for sale or is considering an acquisition or merger in the next 12 months, provide information about the acquiring company or the company to be acquired and information regarding the stage of negotiations.
- 5.1.1.6. A synopsis of any litigation(s) within the last 5 years where Proposer or Proposer’s ITS is a party. Include venue, style of case and status of litigation.
  - 5.1.1.6.1. The names of Proposer’s employees, consultants, and subcontractors which will be involved in providing the requirements in this RFP and the Agreement.
    - 5.1.1.6.1.1. Proposer expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Proposer agrees that utilization of a subcontractor to provide any of the products/services in this RFP and the Agreement shall in no way relieve Proposer of the responsibility for providing the products/services as described and set forth herein.
    - 5.1.1.6.1.2. Proposer shall disclose, with percentages clearly shown, what work for the Facilities will be subcontracted and what work will be performed by Proposer employees.
- 5.1.1.7. The name, years of service, qualifications, addresses and telephone number(s) for the Proposer’s main point(s) of contact for the Facilities.
- 5.1.1.8. The names, addresses, telephone numbers and distance from Facilities for the technicians who will be maintaining, servicing and performing work under the Agreement.
  - 5.1.1.8.1. The number of technicians directly employed by Proposer as well as those which will be subcontracted for service at the Facilities.
  - 5.1.1.8.2. Indicate the manufacturer which will provide the spare equipment and replacement parts for the proposed ITS and its components.

### 5.2. Additional Requirements and Specifications

5.2.1. Proposer and all subsidiaries shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, state, county, parish, or government.



- 5.2.2. Proposer shall detail its Disaster Recovery Plan (“DRP”) and provide its processes, policies and procedures relating to the preparation for recovery of the requirements in this RFP preceding and/or following a natural or human-induced disaster.

### 5.3. Proposer References

- 5.3.1. Provide a list of agreements not renewed, lost or prematurely cancelled in the last 5 years.
- 5.3.1.1. If applicable, include the reason for non-renewal and/or cancellation(s) of the agreement(s). A response indicating this information is confidential and/or proprietary will be considered an Exception.
- 5.3.2. Provide a list of entities who have notified Proposer of additional / unpaid commissions owed within the last 3 years and the status of resolution of those claims.
- 5.3.2.1. A response indicating this information is not monitored, confidential and/or proprietary will be considered an Exception.
- 5.3.3. Provide 3 client references for facilities where Proposer provides the equipment and services comparable to the requirements in this RFP. The references provided must be currently under contract with Proposer and have been operating under that contract for at least 6 months. The references may be contacted at any time during the RFP process. Proposer shall ensure updated references and accurate contact information is provided.
- 5.3.3.1. Provide the following information for each reference: facility name, facility address, contact name, contact title, telephone number and email address, average daily population (“ADP”), agreement effective date and number of inmate telephones.
- 5.3.3.2. County prefers the contact person provided for each of the references be the individual who utilizes Proposer’s software application.

### 5.4. Customer Service

- 5.4.1. Provide the following information regarding Proposer’s processes for handling end-user/customer service matters:
- 5.4.1.1. Describe procedure(s) for handling end-user complaints.
- 5.4.1.1.1. Indicate whether Proposer’s customer service center defaults to an Interactive Voice Response (“IVR”) or a live customer service representative.
- 5.4.1.1.2. If applicable, supply the hours of availability for a live customer service representative.
- 5.4.1.1.3. Indicate the average on-hold time to reach a live representative.
- 5.4.1.1.4. Indicate city and country where your customer service call center is located.
- 5.4.1.1.5. Indicate the standard hours of operation for Proposer’s call center.
- 5.4.1.2. Describe procedure(s) for handling refund requests and the timeframe for completing such requests.
- 5.4.1.3. Provide a copy of your most recent Better Business Bureau report with your company name and rating.

## 6. GENERAL INFORMATION

### 6.1. Billing

- 6.1.1. Specify any billing recovery fees or other charges added on collect calls.
- 6.1.2. Specify how taxes are applied to the total cost of a collect call in preparation for billing.

6.1.3. **Proposer shall not implement any additional fees (including those from third parties) to be charged to the end user's bills or accounts (e.g. monthly billing fee, administrative fees, cost recovery fee, carrier recovery fees, funding fees, Western Union/MoneyGram commissions, etc.) other than those listed in this RFP. Any fees charged not disclosed in this response will be grounds for contract termination. Single Payment calls shall not exceed FCC or state mandated per-minute rate caps.**

6.1.4. Single Payment calls, if offered, shall not include any 'transaction fee' and shall be billed at the same per-minute rate as is available for prepaid collect or debit calls. **Commission on any such Single Payment calls shall be applied in the same manner as all other calls.**

6.1.4.1. Rates, ancillary fees and third-party billed products must comply with pending FCC and/or PSC ruling, see:

[Appendix B – Calling Rates and Commissions.](#)

6.1.5. Check which of the following all of the types of payment options available to end-users:

6.1.5.1. Major credit and Debit cards: \_\_\_\_\_

6.1.5.2. Money orders and personal checks: \_\_\_\_\_

6.1.5.3. International collect calling to Mexico: \_\_\_\_\_

6.1.5.4. International Collect Calling to Canada: \_\_\_\_\_

6.1.6. Describe Proposer's Direct Bill option.

6.1.7. Minimum deposits for prepaid collect accounts will not be applied or enforced (per the requirements of the FCC) and maximum deposits will not be less than \$100.00.

6.1.8. Specify whether or not Proposer adds third-party credit card processing fees *in addition to* the FCC-approved Transaction Fee of \$3.00 for online or IVR deposits.

6.1.9. Specify whether or not Proposer requires separate Prepaid Accounts (with separate account setup / funding fees) for Proposer's different Communications services (e.g. Inmate Phones, Video Visitation, Inmate Messaging).

## 6.2. Proposer Retention of Account Information

6.2.1. For the purpose of aiding in investigations, Proposer must retain information pertaining to an end-user's pre-paid collect, direct bill, and similar accounts for a period of 3 years after the expiration/termination of the Agreement. The information shall include, but not be limited to, the end-user's billing name, address and telephone number.

## 7. GENERAL CONDITIONS

### 7.1. Scope

7.1.1. County requires a turnkey inmate calling solution which shall include, without limitation, collect, pre-paid collect, pre-paid cards, paperless debit interface with the commissary provider, international collect calling to Mexico, free calling to specific services and free visitation phones (for onsite visitation). Proposer shall install and operate inmate and visitation telephones and related equipment. Proposer shall, without cost to County, provide all wiring for the inmate and visitation telephones, install the inmate and visitation telephones and the related hardware and software specifically identified herein, to enable inmates at the Facilities to complete, without limitation, local, long distance and/or international collect, pre-paid collect, pre-paid cards, debit and free calls as well as visitation sessions from the Facilities.

- 7.1.2. Proposer shall supply details of Proposer's proposed ITS which shall include, but not be limited to: system version (if Proposer uses multiple ITS versions and/or releases), system design (centralized vs. premise-based), technical specifications, software applications, hardware architecture and networking capabilities.
- 7.1.2.1. Include a description, as well as visual aids, of the inmate and visitation telephone sets, TDD units and cart/portable sets proposed for installation at the Facilities.

## 7.2. Agreement Length

- 7.2.1. County intends to award a 3-year Agreement ("Initial Term") with the option to renew for 2 additional years. All terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during any renewal terms.

## 7.3. Compensation and Reporting

- 7.3.1. Proposer shall pay commission on all Gross Call Revenue generated by and through the proposed ITS. Gross Call Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Proposer that are in any way connected to the provision of service pursuant to this RFP and Agreement. Gross Revenue includes, by way of example and not limitation, all the following: all per-all surcharges, per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, text collect, single-payment, debit, and pre-paid local, INTRAlata/INTRAsate, INTRAlata/INTERstate, INTERlata/INTRAsate, INTERlata/INTERstate and International calls), additional fees and/or charges added to the total cost of a call or added to the called party's bill or any other compensation received by Proposer.
- 7.3.2. Proposer shall pay commission on total Gross Call Revenue (as defined above) before any deductions are made for unbillable calls, bad debt, uncollectible calls, taxes, fraudulent calls, LEC adjustments or any other Proposer expense.
- 7.3.3. Proposer shall not implement any additional fees to be added to the called party's bill or paid by the calling or called party (with the exception of those associated with establishing/funding of pre-paid collect accounts) for inmate telephone calls from the Facilities. All fees must comply with the Public Utility Commission of Texas or the Federal Communications Commission (FCC) regulations and be approved by County prior to implementation. County and Proposer shall mutually agree on the method for compensation associated with the additional charges/fees due to County.
- 7.3.4. Any charges/fees added to the called party's bill not in compliance with the Public Utility Commission of Texas or the Federal Communications Commission (FCC) regulations, and implemented without the express written consent of County, shall receive a notice of contract default.
- 7.3.4.1. County shall notify Proposer of any unapproved additional fees and/or charges of which County becomes aware of and shall provide Proposer with notice of default.
- 7.3.4.2. Should County and Proposer mutually agree that the charges/fees will remain, County and Proposer shall mutually agree on a method for compensation.
- 7.3.4.3. Should County and Proposer mutually agree that the charges/fees are to be discontinued, Proposer shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.

- 7.3.5. Notwithstanding the foregoing, Gross Revenue does not include:
- 7.3.5.1. Pre-Paid Collect fees. Pre-paid Collect fees are defined as fees imposed on called parties who set up and/or fund a pre-paid collect account with Proposer to accept calls.
  - 7.3.5.2. Required regulatory charges and taxes that are intended to be paid by the called party and then remitted 100% by the billing party to the appropriate governmental agency. Commissions are not considered a required regulatory fee.
  - 7.3.5.3. A “Free” call shall be defined as a call not generating any revenue or compensation for Proposer. Calls to telephone numbers that appear on the free call list supplied by County shall not generate revenue or compensation for Proposer and shall not be commissionable to County. Only those numbers designated by County on the free call list shall be marked as “Free” in the ITS and designated as such in the call detail records. In the event Proposer receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and commissionable to County. County reserves the right to enter a free number in the ITS as deemed appropriate by County and without the assistance of Proposer.
- 7.3.6. A call is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. when the ITS considers a tone from an answering machine, voicemail, IVR, etc. as passive acceptance). The call shall be deemed complete and commissionable regardless if Proposer can bill or collect revenue on the call.
- 7.3.7. Proposer agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates. This includes all taxes as applicable for collect, debit, pre-paid and any other calls or services provided.
- 7.3.7.1. Proposer may, upon request from County, utilize the onsite commissary provider to distribute and charge for debit calling, provided there is a written agreement regarding the form and manner of how the associated taxes are to be collected and remitted. In the event the commissary provider collects and remits taxes for these debit transactions, Proposer is solely responsible for obtaining a resale certificate from the commissary provider. Proposer is responsible for obtaining all proper documentation from the commissary provider. Proposer's agreement with the commissary provider must address the requirements set forth in this section.
  - 7.3.7.2. Proposer will absorb all costs to interface with onsite commissary provider. Proposer may ask for assistance from County to help negotiate the cost to interface with onsite commissary provider if such costs to interface are considered excessive.
- 7.3.8. It is expressly understood that County is not responsible in any way, manner or form for any of Proposer's costs, including but not limited to taxes (including sales tax), shipping charges, network charges, insurance, interest, penalties, attorney fees, liquidated damages, licenses, fees, regulatory and state compliance violations, tariffs or other costs related to Proposer's services.
- 7.3.9. Commission or discount for pre-paid cards (if used) shall be based on the face value of the pre-paid cards purchased by County. Commission shall be due to County in the traffic month the County placed the pre-paid card order and payable under [Section 6.5 – Payment and Reporting](#).
- 7.3.9.1. Proposer shall invoice County the full amount of the pre-paid cards purchased within 15 days of receipt of the pre-paid cards.

- 7.3.9.2. Should County cancel the pre-paid card services at the Facilities, Proposer shall deactivate and refund to County the amount of any unused pre-paid cards which have a full balance at the time of the cancellation of the pre-paid card program.
- 7.3.10. Commission for debit calls shall be based upon total Gross Call Revenues (as defined above) generated from debit call purchase or usage and is payable under [Section 6.5 – Payment and Reporting](#).
- 7.3.10.1. On the 5th day of the month following the month of traffic, Proposer shall submit a monthly invoice and corresponding debit purchase or usage report to County for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month.

## 7.4. Rate Requirements

- 7.4.1. Proposer must agree to provide the required calling rates specified in [Appendix B – Calling Rates and Commissions](#) and must be in compliance with state and federal laws and applicable regulations, including rates, single-payment products and all ancillary fee and transaction fee caps.
- 7.4.2. Before any new calling rate increases or decreases are implemented, including regulatory agency required changes, Proposer must submit a written request to receive approval from County. County will respond in writing to Proposer's request.
  - 7.4.2.1. If Proposer decreases the calling rates without the written approval of County, Proposer shall be responsible for paying commissions on the Gross Call Revenue calculated by applying the calling rates prior to the unapproved change.
  - 7.4.2.2. If Proposer increases the calling rates without the express written approval of County, Proposer shall be responsible for paying commission on the Gross Call Revenue calculated by applying the increased rates. Proposer must also issue refunds to all overcharged end-users or inmates within 5 business days; a list of the issued credits must be provided to County as documentation. County will not issue a refund of commission paid to Proposer for unapproved rate increases. If Proposer is unable to issue refunds and/or provide the required documentation, Proposer shall issue a payment to County as concession. The payment amount shall be in the amount of Proposer's portion of the Gross Call Revenue generated from the overbilled calls.
- 7.4.3. Proposer will implement any rate adjustments requested by County within 10 calendar days of said request, subject to regulatory approval.

## 7.5. Payment and Reporting

- 7.5.1. Proposer shall provide monthly commission payments and traffic detail reports to County on or before the 25<sup>th</sup> day of the month following the traffic month. County requests commission payments are sent via either Check or ACH. County requires the traffic detail reports must be available via web-based reporting that is updated on a real-time basis and can be run in an exportable format.
- 7.5.2. Traffic detail reports shall include a detailed breakdown of all traffic, including but not limited to all collect, pre- paid, international collect, debit calls, free calls and incomplete calls down to the inmate level and for each inmate telephone at the Facilities:
  - 7.5.2.1. Local Call, Minutes, Gross Call Revenue and Commission
  - 7.5.2.2. INTRAlata/INTRAstAte Call, Minutes, Gross Call Revenue and Commission
  - 7.5.2.3. INTERAlata/INTRAstAte Calls, Minutes, Gross Call Revenue and Commission
  - 7.5.2.4. INTRAlata/INTERstAte Calls, Minutes, Gross Call Revenue and Commission
  - 7.5.2.5. INTERAlata/INTERstAte Calls, Minutes, Gross Call Revenue and Commission
  - 7.5.2.6. International Calls, Minutes, Gross Call Revenue and Commission

7.5.2.7. Commission Rate **Commission rates are predicated on:  
PR/ INMATE PR/ MONTH  
SHERIFF'S DEPT. UPON REQUEST WILL PROVIDE AVERAGE DAILY  
POPULATION NUMBERS FOR EACH MONTH BASED UPON MONTHLY  
AVERAGE.**

7.5.2.8. Total Calls, Minutes, Gross Call Revenue and Commission Amount; and

7.5.2.9. Traffic Period and Dates.

7.5.3. Proposer shall supply a report of all pre-paid card orders processed (if applicable) during the traffic month to include (at a minimum) the order date, invoice number, invoice date, gross amount of the order, commission rate and commission total.

7.5.4. Proposer shall provide a sample report showing how all of the above requirements will be met. Proposer shall indicate if any of the required fields above cannot be provided or supplied in the Exceptions addendum section of its response to this RFP.

7.5.5. The system CDRs and call recordings shall be stored in a minimum of 3 locations to avoid any possibility of CDRs being lost. Please provide the name or locations of your cloud storage provider.

7.5.6. Commission discrepancies must be resolved by Proposer, and to County's reasonable satisfaction, within 30 days of receipt of discrepancy notification from County or its Designated Agent. If not resolved satisfactorily, such discrepancy will be subject to late charges described below and/or the Agreement may be terminated at the sole discretion of County. County further retains the right to pursue any other legal remedies it deems necessary.

7.5.7. Commission payments, traffic detail reports, billing files, CDRs and/or reports not containing the required fields, received by County after the date specified in [Section 6.7 – Payment and Reporting](#) are subject to late charges and/or fines.

7.5.7.1. Late charges and/or fines for late commission payments shall be equal to 5% per month of the commission due.

7.5.7.2. Late charges and/or fines for reporting shall be a fee of \$750.00 per month for each report not received by the 25th day of the month following the traffic month or for each report that does not contain all of the fields and information identified above.

7.5.7.3. If the commission payment is late, reporting is late and/or reports do not contain all required fields, late charges and/or fines for all three shall apply.

## 7.6. Reconciliation

7.6.1. From the Effective Date of the Agreement and for an indefinite period after the termination of the Agreement, upon 10 business day's written notice, County shall have the right to examine and/or reconcile Proposer's information (records, data, compensation records) pertaining to the Agreement.

7.6.2. County requires Proposer to maintain accurate, complete and reconcilable records, in electronic format, detailing the Gross Revenues from which commissions can be determined. The records shall include all CDRs, billing files, pre-paid card sales and associated invoices, debit usage reports and associated invoices and commissioning reports during the term of the Agreement.

7.6.3. County reserves the right to delegate such examination and/or reconciliation of records to its Designated Agent or another third party of County's sole choice.

## 7.7. Independent Contractor

7.7.1. Nothing in this RFP is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or any other relationship allowing County to exercise control over the manner or method by which Proposer or its subcontractors perform under the Agreement.

## 7.8. Termination/Default

- 7.8.1. In the event Proposer fails to perform any terms or conditions of the Agreement, County may consider Proposer in default of the Agreement and supply Proposer written notice of such default. In the event said default is not remedied to the satisfaction and approval of County within 30 calendar days of receipt of such notice, County may terminate the Agreement. Upon termination, Proposer shall adhere to the transition requirements as outlined in [Section 7.3 - Transition](#).
- 7.8.2. County may terminate the Agreement, for cause, upon Proposer's receipt of 30 days written notice of default Proposer will have 30 days to cure default. Upon termination, Proposer shall follow the transition requirements outlined in [Section 7.3 - Transition](#).

## 7.9. Indemnification

- 7.9.1. Proposer shall defend, indemnify, and hold County and its affiliates, agents, employees, officers, directors, and successors harmless from loss, cost, expenses, damages or liability (including reasonable attorney's fees and court costs) resulting from actions, causes of action or claims brought or threatened under the Agreement, for
  - (a) any actual or alleged negligence or dishonesty of, or any actual or alleged act of commission or omission by, Proposer or any of its employees, agents or subcontractors in providing the equipment and services hereunder,
  - (b) the operation of Proposer's business or ITS; (c) any breach by Proposer of its obligations hereunder; or
  - (d) any alleged patent, copyright or trademark infringement or unauthorized use of trade secrets or other proprietary rights in connection with the ITS, except where such claims, demands or liabilities are due to the sole negligence of County, its agents or employees.
- 7.9.2. County agrees to provide Proposer with reasonable and timely notice of any claim, demand or cause of action made or brought against the County arising out of or related to the services rendered by Proposer. Proposer shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion. County will promptly advise Proposer of any proposed agreement to compromise or settle any claim and Proposer will have 10 days to respond to such proposal.
- 7.9.3. These indemnities and remedies shall survive the expiration or other termination of the Agreement.

## 7.10. Insurance

- 7.10.1 During the period of the Agreement, Proposer, at its own expense, agrees to carry and maintain the following minimum insurance policy of public liability and property damage issued by a casualty company authorized to do business in the State of Texas, and in a standard form approved by the Board of Insurance Commissioners of the State of Texas. The insurance company should have a Best Rating of no less than A. Coverage provisions should insure County and the public from any loss or damage that may arise to any person or property as a result of the services rendered by Proposer.
- 7.10.2 Proposer shall provide County with a 30 day advance written notice of cancellation or material changes in said insurance.
- 7.10.3 Annual renewals for the term of this policy should be submitted prior to the expiration date of any policy.
- 7.10.4 Proposer must have, at a minimum, a \$2,000,000.00 policy for Network Security and Technology Errors & Omissions.

- 7.10.5 Proposer shall provide County a Certificate of Insurance, on an original ACORD certificate, evidencing required coverage described below, within 10 days after receipt of notice of award. Said certificate shall show County as an additional insured and shall include a waiver of subrogation:
- 7.10.5.1 **Automobile Liability:**
    - 7.10.5.1.1 Combined Single Limit (each accident): \$1,000,000.00
  - 7.10.5.2 **General Liability (Including Contractual Liability):**
    - 6.10.5.2.1. Bodily Injury or Death (per person): \$1,000,000.00
    - 6.10.5.2.2. General Aggregate: \$2,000,000.00
  - 6.10.5.3. **Umbrella Liability:**
    - 6.10.5.3.1. Umbrella Form: \$2,000,000.00
  - 6.10.5.4. **Worker’s Compensation:** \$1,000,000.00
  - 6.10.5.5. **Professional Liability:** \$1,000,000.00
  - 6.10.5.6. **Network Security** \$2,000,000.00
  - 7.10.5.7. **Technology Errors & Omissions** \$2,000,000.00
- 7.10.6 County agrees to provide Proposer with reasonable and timely notice on any claim, demand or cause of action made by or brought against the County arising out of the service provided by Proposer. Proposer shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion.
- 7.10.7 Any subcontractors for the products/services described herein shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by Proposer and County and to ensure that County is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontractor in those matters described in the Agreement.

## 8. SYSTEM REQUIREMENTS

### 8.1. Standards

- 8.1.1. Inmate telephone services are to be provided and shall comply with the most current applicable Federal Communication and/or Public Utility Commission of Texas regulations relating to inmate telephone service in correctional facilities. Proposer shall be responsible for maintaining and monitoring the most current regulations relating to inmate telephone service throughout the term of an Agreement.

### 8.2. Installation Requirements

- 8.2.1. In its response to this RFP, Proposer shall submit an implementation plan, which shall include an installation schedule, for each Facilities. Initial installations must be completed within 60 days of the effective date of the Agreement. The implementation plan will become a part of the Agreement and must be followed.
- 8.2.1.1. If any portion of the installation is not completed within the timeframe allowed in the agreed-upon implementation plan, Proposer may incur liquidated damages in the amount of \$500.00 for each day beyond the installation date until the installation is incomplete. However, Proposer shall not incur liquidated damages if the cause of the delay is beyond the Proposer’s reasonable control.
  - 8.2.1.2. Should Proposer incur liquidated damages, County will invoice Proposer. Payment of the invoice shall be made to County within 30 days of Proposer’s receipt of the invoice.
- 8.2.2. Proposer shall be responsible for all costs associated with the inmate telephone and visitation system, which shall include but not be limited to, the necessary labor, parts, materials, transportation purchase of equipment, wiring, new electrical circuits, cables, installation, service, maintenance, voice network and



- transmission, data network, and day-to-day operation to maintain all proposed telephones in good working order and in compliance with the equipment manufacturer's specifications.
- 8.2.3. Proposer agrees to obtain County's written approval before making any physical changes to the Facilities, such as drilling into walls, floors, ceilings or any other portion of the Facilities. This includes existing, newly constructed and/or expanded Facilities.
  - 8.2.4. Proposer shall install the telephones, pedestals, enclosures and ITS equipment and software in accordance with the manufacturer's specifications.
  - 8.2.5. All telephone equipment provided shall be fully operational at the time of the initial installation.
  - 8.2.6. The telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal and tamper resistant; the cord length for the inmate and visitation telephones is specified in [Appendix A – Facility Specifications](#). The telephones must not contain any exterior removable parts.
  - 8.2.7. Proposer agrees to work in conjunction with County's IT Director to coordinate all new and additional wiring needs.
  - 8.2.8. Use of existing conduit, raceways, cable, wiring, switches and terminal within the Facilities is at the risk of Proposer. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Agreement by Proposer becomes County's property upon termination and/or expiration of the Agreement.
  - 8.2.9. Proposer agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable Electronic Industries Alliance/Telecommunications Industry Alliance ("EIA/TIA") wiring standards for commercial buildings and must be approved by the Facility's maintenance personnel.
  - 8.2.10. At no cost to County, Proposer shall install additional telephones (inmate and visitation), monitoring and recording equipment as needed, within 30 days of request or an agreed upon term by both parties. This includes newly constructed or expanded Facilities.
    - 8.2.10.1. If the installation of the additional telephones (inmate and visitation) is not completed within agreed upon terms, Proposer may incur liquidated damages in the amount of \$500.00 for each day beyond the agreed upon installation date until the installation is incomplete. However, Proposer shall not incur liquidated damages if the cause of the delay is beyond the Proposer's reasonable control.
    - 8.2.10.2. Should Proposer incur liquidated damages, County will invoice Proposer. Payment of the invoice shall be made to County within 30 days of Proposer's receipt of the invoice.
  - 8.2.11. Proposer shall provide, install, maintain, replace and upgrade adequate surge and lightening protection equipment on all lines used for the ITS.
  - 8.2.12. All telephone equipment shall be powered by the telephone line, not require an additional power source and shall have an Uninterruptible Power Supply ("UPS") back-up power. A separate power supply shall not be required. A power source will be available at the demarcation location.
  - 8.2.13. Installation of all telephones and related equipment shall be accomplished during normal business hours at the Facilities or as otherwise specified by the Site Administrator/Administrator/Warden.
  - 8.2.14. Proposer shall clean-up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by County, no equipment, inventory or spare parts shall be stored by Proposer at the Facilities.
  - 8.2.15. Proposer shall correct any damage to County's property caused by maintenance or installation associated with the ITS, including repairs to walls, ceilings, etc.
  - 8.2.16. Proposer shall install, repair and maintain all Proposer provided equipment and lines, including but not limited to, any wiring or cable work required from the demarcation throughout the Facilities. All Proposer provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism shall be the total responsibility of Proposer.

- 8.2.17. Proposer shall indicate any environmental conditions required for the proposed ITS; indicate whether Proposer proposes to make any changes to the phone room at the Facilities based on the site evaluation.
- 8.2.18. Proposer shall provide written documentation indicating that all circuits have been tested and all cables, pairs, fiber strands, blocks, etc. are legibly marked after the completion of each installation.
- 8.2.19. Proposer shall install/mount its equipment in accordance with County's requirements.
- 8.2.20. Proposer will guarantee they utilize at a minimum, two completely mirrored/redundant systems in separate cities for call processing and redundancy. Addresses of both locations and an opportunity for a site inspection will be required.

### 83. Transition

- 8.3.1. For the initial installation, Proposer will work with County and the incumbent inmate telephone service provider to ensure an orderly transition of services, responsibilities and continuity of the services required by County.
- 8.3.2. Upon expiration, termination, or cancellation of the Agreement, Proposer shall accept the direction of County to ensure inmate telephone services are smoothly transitioned. At a minimum, the following shall apply:
  - 8.3.2.1. Proposer acknowledges that the CDRs, call and visitation recordings, documentation, reports, data, etc., contained in the ITS are the property of County. County acknowledges the ITS hardware and software are the property of Proposer.
    - 8.3.2.1.1. The CDRs, call and visitation recordings, documentation, reports, data, etc. shall be available to County by Proposer on the reporting interface for up to one (1) year after contract termination.
  - 8.3.2.2. Proposer shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date specified by County. Proposer agrees to continue providing all services in accordance with the terms and conditions, requirements and specifications of the Agreement for a period not to exceed 90 calendar days after the expiration, termination or cancellation date of the Agreement. Commissions will be due and payable by Proposer to County at the agreed rate provided in the Agreement until collect, debit and/or pre-paid calls are no longer handled by Proposer.
- 8.3.3. Proposer agrees to remove its equipment at the conclusion of the Agreement in a manner that will allow the reuse of wiring/cabling associated with the ITS.

### 84. ITS and User Application Specifications

- 8.4.1. The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, international calling and audio recording of visitation sessions.
- 8.4.2. The ITS shall be configured to process all or any combination of the following bill types, without limitation: collect, free, pre-paid collect, pre-paid card, international collect, debit and/or speed dial.
- 8.4.3. Proposer agrees to install the quantity of telephones, pedestals, enclosures, booths, etc. required by County as outlined in [Appendix A – Facility Specifications](#).
- 8.4.4. Proposer shall provide a sufficient number of lines, ports, channels, etc. to ensure inmates are allowed to place calls 99.5% of the time.
- 8.4.5. The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. All telephones installed must include volume control. Proposer shall accept County's reasonable decision regarding whether the reception quality is acceptable.
- 8.4.6. Call acceptance by the called party shall be accomplished for all calls through Dual-Tone Multi-Frequency ("DTMF") confirmation ("positive acceptance"). Voice recognition is not an acceptable method for positive acceptance.

- 8.4.7. The ITS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, digital voicemail, cellular telephones, ring-back tones, etc. Proposer shall provide information on how the proposed ITS will be able to meet this requirement.
- 8.4.8. Proposer must assume all responsibility for fraud or unauthorized dialing occurring on the ITS.
- 8.4.9. With each call, the ITS must provide an automated message to advise the called party that:
  - 8.4.9.1. The call is coming from a correctional facility;
  - 8.4.9.2. The call is coming from a specific inmate; and
  - 8.4.9.3. The call may be monitored and recorded.
  - 8.4.9.4. Automated message indicating the call is from a correctional facility should be able to play a minimum of twice randomly during a 15-minute call.
- 8.4.10. With each call, the ITS shall clearly identify the type of call being placed to the called party: collect, debit, free, etc. This recording must be free of any charges.
- 8.4.11. Proposer shall indicate the number of times the ITS plays the call acceptance information to the called party and whether the called party may interrupt the prompts by selecting a digit on the keypad.
- 8.4.12. The ITS shall process calls on a selective bilingual basis: English and Spanish. The inmate must be able to select the preferred language at the time the call is initiated. Additional languages must be available if requested.
- 8.4.13. For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed.
- 8.4.14. ITS shall allow free calls for the inmate telephones identified in [Appendix A – Facility Specifications](#). Free calls shall require an inmate to enter a PIN to place a call, and all free calls, excluding calls to attorneys, shall be recorded.
- 8.4.15. Following the dialing sequence, Proposer shall indicate whether the ITS can be configured to:
  - 8.4.15.1. Allow inmates to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up, etc.);
  - 8.4.15.2. Place the inmate on-hold and not permit the inmate to hear the call progress.
- 8.4.16. In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.
- 8.4.17. The ITS shall be able to program specific speed dial codes to selected telephone numbers as determined by County and at no cost to County.
- 8.4.18. The ITS shall be capable of processing and completing international collect calls. Proposer must specify how international collect calls are processed and completed via the proposed ITS. The system WILL NOT allow the inmate to access a live operator to complete the call.
- 8.4.19. The ITS user application shall allow County to query the Call History for inmate activities and calling patterns.
- 8.4.20. The ITS user application shall allow the following search criteria and filters to be applied to the Call History queries:
  - 8.4.20.1. Inmate Name (First, Last);
  - 8.4.20.2. Inmate Personal Identification Number;
  - 8.4.20.3. Date Range (Start Date/Time and End Date/Time);
  - 8.4.20.4. Facility(s);
  - 8.4.20.5. Called Number;
  - 8.4.20.6. Originating Number;
  - 8.4.20.7. Station Name;
  - 8.4.20.8. Call Type;
  - 8.4.20.9. Bill Type;
  - 8.4.20.10. Duration (minimum and maximum);
  - 8.4.20.11. Flagged Calls;

- 8.4.20.12. Monitored Calls;
  - 8.4.20.13. Completion Type;
  - 8.4.20.14. Call Jurisdiction;
  - 8.4.20.15. Pre-Paid Card ID Number;
  - 8.4.20.16. Visitation Phone(s); and
  - 8.4.20.17. Custom Search.
- 8.4.21. The ITS user application shall allow Call History query results to be exported in a format selected by County (.csv, PDF, Microsoft Excel 2010 or newer, etc.). Provide screen shots of the user application to demonstrate Proposer is able to meet this requirement.
- 8.4.22. The ITS user application shall be equipped, at a minimum, to generate the following standard reports in addition to the CDRs:
- 8.4.22.1. Call Statistics by Date Range;
  - 8.4.22.2. Frequently Called Numbers;
  - 8.4.22.3. Frequently Used Personal Identification Numbers;
  - 8.4.22.4. Commonly Called Number;
  - 8.4.22.5. Call Detail Report;
  - 8.4.22.6. Gross Revenue Report by Date Range;
  - 8.4.22.7. Called Party/Number Accepting Report;
  - 8.4.22.8. Dialed Digit Collection on both caller and called party
  - 8.4.22.9. Total Calls;
  - 8.4.22.10. Calling List (PAN) Report;
  - 8.4.22.11. Pre-Paid Card Report;
  - 8.4.22.12. Debit Usage Report;
  - 8.4.22.13. Debit Balance and Funding Report;
  - 8.4.22.14. Pre-Paid Card Balance Report;
  - 8.4.22.15. Bill and Call Type Distribution;
  - 8.4.22.16. Phone Usage;
  - 8.4.22.17. Reverse Look-Up;
  - 8.4.22.18. User Audit Trail;
- 8.4.23. The ITS user application shall allow County to export the reports in a format selected by County (.csv, PDF, Microsoft Excel 2010 or greater, etc.). Provide screen shots of the user application to demonstrate Proposer is able to meet this requirement.
- 8.4.24. The ITS shall have the capability to customize reports in a form mutually agreed upon by County and Proposer.
- 8.4.25. Proposer's ITS user application shall at a minimum allow:
- 8.4.25.1. The creation, modification and deactivation of user accounts;
  - 8.4.25.2. The creation, modification and deactivation of inmate accounts;
  - 8.4.25.3. The creation and modification of telephone numbers in the ITS;
  - 8.4.25.4. Assignment of inmates or an inmate type to an agency, contracting agency, inmate telephone or a group of inmate telephones;
  - 8.4.25.5. Locating and accessing a specific recording by utilizing a unique recording/call identifier;
  - 8.4.25.6. Block/unblock telephone numbers without the assistance of Proposer; and,
  - 8.4.25.7. Configure an alert that will detect an attempted call to a "number of interest", a call using a restricted Personal Identification Number, or a call made from a restricted telephone.
- 8.4.26. Proposer shall indicate whether the ITS has the capability to allow County to create, view and track service tickets associated with the ITS or Facilities.
- 8.4.27. Proposer shall ensure continuous diagnostics and supervision for call processing and call recording. Proposer shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line, etc.
- 8.4.28. The ITS shall comply with the Americans with Disabilities Act ("ADA") requirements including, but not limited to, providing telephones which are accessible to persons in wheelchairs and providing devices that are compatible with Telephone Devices for the Deaf ("TDD") or Video Relay Services.

- 8.4.28.1. Proposer shall provide the number of TDD telephones and ports specified in [Appendix A – Facility Specifications](#).
- 8.4.28.2. Proposer must indicate how the TDD telephones work with the proposed ITS.
- 8.4.29. The ITS shall be able to accommodate pro-bono calls to consulates for all countries which may be required for ICE detainees. This option, when requested by County, shall be provided at no cost to County. Proposer shall accept County’s direction for how pro bono calling services are configured via the ITS.
- 8.4.30. Proposer shall be able to establish a CrimeTip voicemail at no cost to County. Calls to the informant line shall be free and shall be routed via the ITS to a destination or voicemail box designated by County.
- 8.4.31. Proposer shall work with County to implement a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. At a minimum, Proposer shall:
  - 8.4.31.1. Route free calls via the ITS to a destination or voicemail box designated by County which may or may not be the same as that used for the County informant line.
  - 8.4.31.2. At no cost to County, provide a free voicemail box on the inmate voicemail system to County dedicated for PREA calls to which the calls will be routed as free.
  - 8.4.31.3. ITS shall have the capability of allowing inmates to place PREA calls or leave messages anonymously.
  - 8.4.31.4. County, at its sole discretion, may or may not choose to monitor and record PREA calls.

## 8.5. Security Features

- 8.5.1. The ITS shall prohibit:
  - 8.5.1.1. Direct-dialed calls of any type;
  - 8.5.1.2. Access to a live operator for any type of calls;
  - 8.5.1.3. Access to “411” information services unless permitted by County;
  - 8.5.1.4. Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services; and
  - 8.5.1.5. Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.
- 8.5.2. The ITS shall prevent call collision or conference calling among telephone stations.
- 8.5.3. The ITS shall be able to shut down and/or disable an individual telephone or telephone group(s) quickly and selectively without affecting other telephones or telephone group(s). County must be able to shut down the ITS via a workstation, the ITS user application and/or by cut-off switches at several locations including, but not limited to:
  - 8.5.3.1. At demarcation location;
  - 8.5.3.2. Central control; and
  - 8.5.3.3. By select housing units.
- 8.5.4. The ITS shall not accept any incoming calls with the exception of inmate voicemails from allowed users.
- 8.5.5. Proposer shall provide a detailed explanation of the information displayed on the called party’s caller ID each time call from Facilities is placed (e.g. unknown #, Proposer’s customer service number, B-1, ANI, etc.).
- 8.5.6. Upon detection of such, the ITS shall have a fraud prevention feature that can interject pre-recorded announcements, at any time during the conversation, informing the parties that the call is from a correctional facility.
- 8.5.7. The ITS shall allow the called party to block their telephone number during the call acceptance process. The called party should be able to either block calls only from the specific inmate or all calls from the jail.
- 8.5.8. As specified by County, the ITS shall have the capability to allow calls to specific numbers at specified times during the day. Specific days and multiple periods throughout each day need to be configurable.
- 8.5.9. The ITS shall be capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of calls per inmate, per month. The current call time limit for the Facilities is specified in [Appendix A – Facility Specifications](#).

8.5.10. DTMF analytics with capability of collect all digits pressed at any point during the call separated by caller and called party.

## 8.6. Personal Identification Number Application

- 8.6.1. The Personal Identification Number (“PIN”) application shall work with the ITS allowing inmates to use PINs to complete calls via the ITS and include all of the following features and functionalities:
- 8.6.1.1. The capability to provide collect, pre-paid and debit, free and speed dial calling utilizing a PIN;
  - 8.6.1.2. The capability to interface with the Facility’s Jail Management System (“JMS”) or commissary provider. **The Commissary provider is Cameron CCC and the contact is Mario Balboa (956) 667-1700.** It is the Proposer’s responsibility to contact the JMS or commissary provider, establish a working business relationship and identify the requirements necessary to interface with the JMS or commissary to ensure Proposer will be able to meet the PIN requirements listed below with the initial implementation. County shall not be responsible for paying any amount associated with the required interface.
  - 8.6.1.3. The capability to receive, accept and apply or strip alphanumeric characters in an inmate’s ID.
  - 8.6.1.4. The capability of accommodating any of the following options for how PINs are received and/or generated by the ITS:
    - 8.6.1.4.1. JMS or commissary generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and generates an additional unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;
    - 8.6.1.4.2. JMS or commissary generates and sends to the ITS an inmate ID along with additional inmate data. The ITS stores the inmate ID and utilizes the additional inmate data to create the complete PIN;
    - 8.6.1.4.3. JMS or commissary generates and sends the complete PIN to the ITS. The ITS stores the complete PIN;
    - 8.6.1.4.4. The ITS, without an interface with the JMS or commissary, auto-generates the complete PIN;
    - 8.6.1.4.5. The ITS accepts a manually entered PIN.
  - 8.6.1.5. If applicable, the interface between the JMS or commissary and ITS shall automatically update the status of the PIN in the ITS based on the inmate’s status in the JMS (e.g. newly booked, transferred, released, etc.).
  - 8.6.1.6. Upon booking, inmates are generated 6-10 digit “jacket” number (inmate ID) via the JMS. Inmates are issued ID Cards containing their name, inmate ID, and picture. The same inmate ID can be assigned to an inmate if re-booked at a later date.
  - 8.6.1.7. The ITS shall be capable of accepting a numeric PIN between 6 – 14 digits long.
  - 8.6.1.8. The ITS shall be capable of accepting a bulk data import of existing PIN information from the incumbent ITS.
  - 8.6.1.9. The ITS shall be capable of providing PINS in the ITS immediately upon booking.
  - 8.6.1.10. Once a PIN has been activated in the ITS, the inmate shall be allowed to place calls from any of the Facilities or from any inmate telephone located at the Facilities.
  - 8.6.1.11. The ITS shall be capable of documenting the date/time when an individual PIN was added or modified in the ITS and the user making the change.
  - 8.6.1.12. The ITS shall be capable of deactivating a PIN upon an inmate’s release and reactivating the same PIN if the inmate reenters the Facilities at a future date.
- 8.6.2. The ITS shall have the capability to automatically build and store a list of Personal Allowed Numbers (“PAN”) associated with each PIN. County may or may not choose to implement PANs.
- 8.6.2.1. PANs shall allow a set quantity of approved telephone numbers for each PIN.
  - 8.6.2.2. The quantity of approved telephone numbers within a PAN shall be configurable by inmate or PIN.
  - 8.6.2.3. Proposer shall indicate whether the quantity of approved telephone numbers within a PAN can be configured by PIN.
  - 8.6.2.4. ITS shall be capable of storing the following information (at a minimum) for each telephone number

on the PAN: telephone number, called party name, address and history of calls by inmate and jails.  
8.6.2.5. Monitoring and Recording Requirements

## 8.7. Monitoring and Recording Requirements

8.7.1. The ITS shall be capable of monitoring and recording all inmate and visitation calls from any telephone within the Facilities unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client privilege.

8.7.2. The ITS shall allow designated users at the Facilities to play back a recorded call or a call in progress (e.g. live monitoring) via the ITS user application without the need to download a third-party software.

8.7.3. The ITS shall provide simultaneous playback and continuous recording of calls and visits.

8.7.4. The ITS shall allow the user to continue to use the interface to search information while listening to a live call or recording.

8.7.5. The ITS shall allow the user to accelerate the playback of call recordings to at least 1.4 times.

8.7.6. Live monitoring shall allow County to view, at a minimum, the following information in chronological order. Proposer shall indicate whether the live monitoring information can be sorted real-time by any of the items listed below and whether the live recording can be paused while listening.

- 8.7.6.1. Call Duration;
- 8.7.6.2. Facility(s);
- 8.7.6.3. Language Type;
- 8.7.6.4. Phone Location Name;
- 8.7.6.5. Inmate Name;
- 8.7.6.6. Inmate PIN;
- 8.7.6.7. Called Number;
- 8.7.6.8. Called City, State;
- 8.7.6.9. Call Status;
- 8.7.6.10. Alerts, and;
- 8.7.6.11. Notes.

8.7.7. All CDRs, including all attempted and completed calls, shall be stored online for a minimum period of 3 years or contract term and for a minimum period of 1 year following the expiration of the Agreement.

8.7.7.1. Proposer shall provide a detailed description of its proposed method for storing call recordings, to include information on Proposer's data redundancy practices.

8.7.7.2. The provision of remote access shall allow County, as well as other outside personnel whom are authorized users, the same features and functionalities, permitted by the user's level of access, available on a web-enabled computers, laptops, tablets and smart phones.

8.7.8. For the term of the Agreement, County shall have access to all CDRs and call recordings from all access computers, based on the user's access level.

8.7.9. The ITS shall be capable of providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call to a specified destination. Proposer shall include detailed information on the ITS alert application and it shall include, at a minimum, the types of alerts available (cell phone, SMS text, email, etc.), and whether a security PIN for accessing the live call is required.

8.7.10. The ITS user application shall transfer/copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording. Proposer shall provide a detailed description of the process for transferring/copying/exporting recordings.

8.7.11. The ITS shall be capable of emailing and copying recorded calls onto a CD/DVD or other storage medium in either a ZIP file, WAV, ISO or MP3/data format with tamper free capabilities.

## 8.8. Pre-Paid/Debit Application

- 8.8.1. Indicate whether the pre-paid/debit application is part of the ITS or whether an external platform is utilized for the provision of pre-paid/debit calling.
- 8.8.2. The pre-paid and/or debit application shall allow for pre-payment to a specific telephone number or an inmate's account. Provide a detailed description of all pre-payment/deposit methods available.
- 8.8.3. The ITS shall provide the inmate with the balance of the pre-paid or debit account at the time of the call.
- 8.8.4. The ITS shall provide the called party with the balance of their pre-paid collect account at the time of the call.
- 8.8.5. The pre-paid and/or debit application shall allow international calls.
- 8.8.6. Proposer shall describe its process for accommodating real-time refunds associated with pre-paid and/or debit accounts.
  
- 8.8.7. The ITS shall be capable of interfacing with the current JMS or commissary provider for ease of transferring money from the inmate's trust fund/commissary account to the ITS debit account as well as refunding any unused funds to the trust fund account upon the inmate's release. **The Commissary provider is Cameron CCC and the contact is Mario Balboa (956) 667-1700.** Further, Proposer shall state whether it has an established business arrangement and interface with commissary or JMS provider.

## 89. Security

- 8.9.1. All Proposer employees shall obtain, at Proposer's cost, the appropriate personnel background security clearance prior to arrival at the Facilities. All Proposer employees will comply with County's policies and procedures. Entry to the Facilities is subject to the approval of County's Site Administrator / Administrator / Warden.
- 8.9.2. Platform and billing system must be Payment Card Industry (PCI) Compliant and Customer Proprietary Network Information (CPNI) Certified.

## 8.10. Certifications and Accreditations

- 8.10.1. Please provide a list of all certifications and accreditations of company, including PCI (Payment Card Industry) Certification for credit card security, CPNI Certification, Better Business Bureau Accreditation, MBE/WBE certifications, etc.

## 8.11. Training

- 8.11.1. Proposer shall provide onsite training to County's staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to County. Training manuals shall be provided to County's staff at all training meetings and will become the property of County.
- 8.11.2. When requested by County, informational pamphlets shall be available to inmates and shall describe the applicable features and functionalities of the ITS.
- 8.11.3. Proposer will also provide full documentation for all of the ITS features.

## 8.12. ITS Upgrades and Performance Process

- 8.12.1. Proposer shall provide County with written notice, including detailed information, of any new ITS software upgrades or features, within 30 days of the introduction of the new software or features into the industry.
- 8.12.2. Proposer shall adhere to the following performance process when upgrading the ITS, software, equipment, or performing any changes to the ITS at the Facilities.
- 8.12.3. Proposer shall perform extensive testing on all system changes or upgrades prior to introducing them to County.
- 8.12.4. Proposer shall work with the Facilities to schedule changes and/or upgrades during a time when the



telephones are not being used regularly by the inmates. Proposer shall coordinate a convenient time and day with County to implement the changes or upgrades to the ITS to avoid an interruption in service.

### 8.13. General Maintenance

- 8.13.1. Proposer shall respond to repair requests from County by arriving at the site promptly after reasonable notice has been given on a 24-hours a day, 7- days a week, 365-days a year basis.
- 8.13.2. Proposer agrees to maintain all areas of the Facility, including wiring and IT closets in clean and orderly condition. All of Proposer's equipment should be clearly labeled (including the company name) to avoid other Vendors interfering with Proposer's equipment.
- 8.13.3. Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within 4-hours following notification of a service request or ITS failure. Proposer must exhibit to County a best effort approach to the completion of the repairs or replacement during the first 24-hours following notification of a problem. Proposer shall notify County any time a technician will be dispatched to the Facilities and prior to the technician's arrival.
- 8.13.4. County may cancel the Agreement with Proposer if Proposer has not cured a service problem within 10-days of Proposer receiving notice of the problem from County.
- 8.13.5. Proposer shall provide an escalation list for both normal maintenance and emergency outage/service issues at and/or related to the Facilities.
- 8.13.6. Each party shall report to the other party any misuse, destruction, damage, vandalism, etc. to the ITS. Proposer will assume liability for any and all such damages.
- 8.13.7. All operation, maintenance and repair issues regarding the ITS service shall be reported by Proposer to County promptly.
- 8.13.8. Proposer agrees to provide alerts and notices to the appropriate County personnel (such as County IT) from Proposer's Remote Diagnostics equipment, relative to issues such as network outages and service interruptions. However, understood that Proposer remains entirely responsible for rectifying any issues.
- 8.13.9. Proposer shall agree to provide, at no cost to County, a part-time Onsite Administrator who will be responsible for a range of tasks including hardware maintenance and interfacing with Proposer's User Application. The exact nature of the Onsite Administrator's role and responsibilities will be established in good faith between Proposer and County. County may require that the Onsite Administrator be sourced and hired from within the County.

### 8.14. Investigative Tools

- 8.14.1. The ITS shall provide extensive Investigative Tools. Proposer shall provide a detailed list of all investigative tools included in the ITS. The ITS shall include at a minimum the following:
  - 8.14.1.1. The capability to insert and store notes on all call recordings with a keyword search capability.
  - 8.14.1.2. The capability to provide date/time stamps for specific durations of each call recording.
  - 8.14.1.3. The capability to increase / decrease the playback speed of a call recording.
  - 8.14.1.4. A report showing "common telephone numbers called" for all telephone numbers called by more than one inmate.

## 8.15. Additional Technology

- 8.15.1. County is interested in implementing a Video Visitation System (“VVS”) at no cost to County to include, but not be limited to, any required cabling, equipment, installation, monitoring, and/or maintenance costs. Video Visitation would include both on-site and remote (off-site) visits.
- 8.15.1.1. Proposer shall provide an overview of this technology describing the service in full, including but not limited to, the following:
- 8.15.1.1.1. Whether or not the proposed VVS will be provided directly by Proposer, or will be provided via a third-party entity.
  - 8.15.1.1.2. Physical description and photos of the equipment and any applicable environmental requirements;
  - 8.15.1.1.3. Registration and scheduling process for visitors for both onsite and remote video visitation sessions;
  - 8.15.1.1.4. Computer requirements for remote visitors (software, hardware specifications, etc.);
  - 8.15.1.1.5. Payment options available to the general public for funding video visitation sessions;
  - 8.15.1.1.6. Monitoring and recording capabilities for investigative purposes;
  - 8.15.1.1.7. Video storage, copying and features to ensure the integrity of recorded sessions (please specify the proposed length of storage);
  - 8.15.1.1.8. Control features available to County for managing the scheduling and completion of video visitation sessions; and
  - 8.15.1.1.9. Required integration with the JMS. County will not be responsible for any cost associated with an interface if one is required to implement the video visitation solution.
- 8.15.1.2. Proposer must provide three (3) references of Facilities where this feature has been implemented for at least six (6) months.
- 8.15.1.3. Specify any fees or charges applicable to inmates/visitors, including the per-minute or per-session fee or charge and method of compensation to County in [Appendix B – Calling Rates and Commissions](#).
- 8.15.1.4. Specify whether Friends and Family (prepaid account holders) are required to set up a separate prepaid account for VVS, or whether the same prepaid account can be used as for Proposer’s ITS.
- 8.15.1.5. Specify whether or not Provider’s VVS charges for service in a per-minute fashion, or in “blocks” of time.
- 8.15.2. County is interested in obtaining a correctional grade tablet solution for use by the inmates and for the purposes of education and entertainment.
- 8.15.2.1. Proposer shall indicate how its proposed solution has the capability to meet each of the following requirements:
- 8.15.2.1.1. The tablet solution shall integrate with the County’s ITS and/or JMS.
  - 8.15.2.1.2. The technology shall require the use of an inmate PIN or any other unique inmate identifier to sign in and/or complete actions.
  - 8.15.2.1.3. The tablet solution shall comply with the compensation and reporting requirements outlined in [Section 7.5 – Compensation, Payment, and Reporting](#).
  - 8.15.2.1.4. Any applications must be approved by County prior to implementation for inmate use.
- 8.15.2.2. Proposer shall also provide detailed information regarding the following features and functionalities of its proposed tablet solution:
- 8.15.2.2.1. Functions and security features that make the tablet(s) and associated software suitable for use in a correctional environment;
  - 8.15.2.2.2. Secure connectivity of its proposed solution;
  - 8.15.2.2.3. Network configuration, including details surrounding any wireless components, and



- 8.15.7. County is interested in Voice Biometric and Transcription technology. Proposer should provide an overview of the technology, detail the enrollment process and indicate whether the technology performs an initial verification and/or continuous verification of the inmate's voice. This feature must be an integrated part of the ITS and must include analytical tools and reporting. County will not be a "beta test site" for unproven technology.
- 8.15.7.1. Proposer must provide three (3) references of Facilities where this technology has been implemented for at least six (6) months.
- 8.15.7.2. Specify any fees or charges associated with this technology in [Appendix B – Calling Rates and Commissions](#).
- 8.15.8. Proposer shall provide information on any additional technology or optional features that may be of interest to County. Provide detailed information on the functionalities of each as well as a complete description of the features and applications proposed.
- 8.15.8.1. Detail any cost and/or method of compensation to County associated with the additional technology or optional features offered/proposed in [Appendix B – Rates and Commissions](#).

## 8. APPENDIX A – FACILITY SPECIFICATIONS

### CAMERON COUNTY SHERIFF'S OFFICE

County presently operates 3 individual facilities with an overall capacity of 1,746 inmates. Specifications for the individual facilities can be found in the tables below:

FACILITY SPECIFICATIONS Carrizales Detention Center	
Average Daily Population:	1,147
Number of Beds:	1,746
Call Time Limit:	
Hours of Availability for Inmate Telephones:	
# of Inmate Telephones Currently:	
# of Inmate Telephones Desired:	
Required Telephone Cord Length (Inmate Telephones):	
# of Visitation Sets Currently:	
# of Visitation Sets Desired:	
Required Telephone Cord Length (Visitation Telephones):	
Portable/Cart Phones Required:	
Required Extension Cord Length (Portable/Cart Phones):	
# of TDD Units Required:	
# of Computer Workstations Required:	

FACILITY SPECIFICATIONS Cameron Old County Jail	
Average Daily Population:	186
Number of Beds:	258
Call Time Limit:	
Hours of Availability for Inmate Telephones:	
# of Inmate Telephones Currently:	
# of Inmate Telephones Desired:	
Required Telephone Cord Length (Inmate Telephones):	
# of Visitation Sets Currently:	
# of Visitation Sets Desired:	
Required Telephone Cord Length (Visitation Telephones):	
Portable/Cart Phones Required:	
Required Extension Cord Length (Portable/Cart Phones):	
# of TDD Units Required:	
# of Computer Workstations Required:	

<b>FACILITY SPECIFICATIONS</b>	
<b>Detention Center 1</b>	
Average Daily Population:	164
Number of Beds:	288
Call Time Limit:	
Hours of Availability for Inmate Telephones:	
# of Inmate Telephones Currently:	
# of Inmate Telephones Desired:	
Required Telephone Cord Length (Inmate Telephones):	
# of Visitation Sets Currently:	
# of Visitation Sets Desired:	
Required Telephone Cord Length (Visitation Telephones):	
Portable/Cart Phones Required:	
Required Extension Cord Length (Portable/Cart Phones):	
# of TDD Units Required:	
# of Computer Workstations Required:	

<b>FACILITY SPECIFICATIONS</b>	
<b>Detention Center 2</b>	
Average Daily Population:	0
Number of Beds:	198
Call Time Limit:	
Hours of Availability for Inmate Telephones:	
# of Inmate Telephones Currently:	
# of Inmate Telephones Desired:	
Required Telephone Cord Length (Inmate Telephones):	
# of Visitation Sets Currently:	
# of Visitation Sets Desired:	
Required Telephone Cord Length (Visitation Telephones):	
Portable/Cart Phones Required:	
Required Extension Cord Length (Portable/Cart Phones):	
# of TDD Units Required:	
# of Computer Workstations Required:	

## 9. APPENDIX B – CALLING RATES, FEES and COMMISSIONS

Proposer shall provide a commission offer for the Facilities based on the calling rates which Proposer shall include, below. Proposer must detail **all** charges, fees and taxes that will be assessed for all collect, pre-paid and debit inmate telephone calls. **Proposer may attach additional tables if Proposer chooses to provide more than 1 commission and calling rate option below.** County prefers at least one “postalized” calling rate structure be offered. Failure to complete **Appendix B** may cause Proposer’s proposal to be rejected.

### PROPOSED RATES Cameron County Facilities

CALL TYPE	COLLECT	PRE-PAID COLLECT	DEBIT/PRE-PAID CARDS
	Per-Minute Rate	Per-Minute Rate	Per-Minute Rate
Local	\$0.	\$0.	\$0.
INTRAlata/INTRAsate	\$0.	\$0.	\$0.
INTERlata/INTRAsate	\$0.	\$0.	\$0.
INTERlata/INTRAsate	\$0.	\$0.	\$0.
INTERstate	\$0.	\$0.	\$0.
International	\$0.	\$0.	\$0.
<b>Proposed Commission Rate:</b>			
<b>ANNUAL MAG</b>			
<b>Proposed Financial Incentive:</b>			

ITS Allowed Fees	
Approved Charge/Fee Name	Amount
Pre-Paid Funding Fee (Automated):	\$0.00
Pre-Paid Funding Fee (Live Representative):	\$0.00
Pre-Paid Funding Fee via Cash, Money Order or Check:	\$0.00
Pre-Paid Funding Fee via Third Party (i.e. MoneyGram, Western Union, etc.):	Pass-Through/ <b>No Markup</b>
Applicable Required Taxes:	Vary (Pass-Through/ <b>No Markup</b> )
3 <sup>rd</sup> -Party Credit Card Transaction Fees (on Prepaid Account Deposits):	<b>Not Allowed</b>
All Other Fees:	<b>Not Allowed</b>

Any “Single Payment” calling products offered shall not include any ‘Transaction Fee’ and shall only be charged at the same per-minute rate as all other calls (such as Prepaid Collect or Inmate Debit calls). **Additionally, any “Single Payment” calls shall be commissioned at the same rate as all other calls.** If the Public Utility Commission of Texas or the FCC issues regulations which mandate a change in the calling rates (individually or collectively, “Regulations”), Proposer shall be required to comply with any and all such changes. If this occurs, and such Regulations are applicable to the Agreement, Proposer shall be required to decrease the affected calling rates in accordance with the time period required by such Regulations.

**SET RATE PLAN:** (Commissions based on taking these rates into consideration:

**COLLECT & PREPAID:**

Local:	Connect \$ no charge	per/min	_____
Intra Lata:	Connect \$ no charge	per/min	_____
Inter Lata:	Connect \$ no charge	per/min	_____
Interstate:	Connect \$ no charge	per/min	_____
International	Connect \$ no charge	per/min	_____

**All rates must be compliant with and cannot exceed h Federal maximum allowable charges.**



**Appendix B – Continued  
 ADDITIONAL TECHNOLOGY CHARGES/FEEES AND COMPENSATION**

Video Visitation		
Charge/Fee Name	Charge/Fee Description	Amount
Method of Compensation:		

Tablets		
Charge/Fee Name	Charge/Fee Description	Amount
Method of Compensation:		

Automated Inmate Information System		
Charge/Fee Name	Charge/Fee Description	Amount

Inmate Voicemail (Inbound Only)		
Charge/Fee Name	Charge/Fee Description	Amount
Method of Compensation:		

Voice Biometrics		
Charge/Fee Name	Charge/Fee Description	Amount

Any Additional Technology/Optional Feature		
Charge/Fee Name	Charge/Fee Description	Amount
<b>Method of Compensation:</b>		

## 10. APPENDIX C – SITE EVALUATION REGISTRATION FORM

This site evaluation registration Form must be completed and returned to the RFP contact specified in [Section 2.5 – Questions or Comments](#) on or before the date specified in the Schedule of Events. The Facilities will provide an escort.

Provide the following information for the Proposer Representative(s) that will be attending the site evaluation which will be held on the date specified in the Schedule of Events.

### COUNTY FACILITIES

<b>Provider Name:</b>	_____
	_____
	_____
<b>Main Contact Phone Number:</b>	_____

<b>Attendee Name:</b>	_____
	_____
<b>Attendee Title:</b>	_____
<b>Attendee Office Contact Number:</b>	_____
<b>Attendee Mobile Contact Number:</b>	_____

<b>Attendee Name:</b>	_____
	_____
<b>Attendee Title:</b>	_____
<b>Attendee Office Contact Number:</b>	_____
<b>Attendee Mobile Contact Number:</b>	_____
<b>Attendee Email Address:</b>	_____



RFP Title \_\_\_\_\_

Proposer's Name \_\_\_\_\_

Attachment A

**REFERENCES**

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this RFP.

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

**REFERENCE ONE**

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

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

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

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

**REFERENCE TWO**

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

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

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

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

**REFERENCE THREE**

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

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

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

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF CAMERON

**AFFIDAVIT**

The undersigned certifies that the RFP prices contained in this RFP have been carefully checked and are submitted as correct and final and if RFP is accepted (within 60 days), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared \_\_\_\_\_ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing RFP submitted by \_\_\_\_\_ hereinafter called "Proposer" is the duly authorized agent of said company and that the person signing said RFP has been duly authorized to execute the same. Proposer affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this RFP in collusion with any other Proposer. The Proposer is not a member of any trust, pool, or combination to control the price of products or services RFP on, or to influence any person to RFP or not to RFP thereon. I further affirm that the Proposer has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted RFP. The contents of this RFP as to prices, terms or conditions of said RFP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP.

Name and Address of Proposer :

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

Telephone number \_\_\_\_\_ Fax number \_\_\_\_\_

\_\_\_\_\_  
Signature

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

SWORN TO AND SUBSCRIBE BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for County \_\_\_\_\_ State \_\_\_\_\_

**RESIDENCE CERTIFICATION**

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

“Nonresident Proposer ” refers to a person who is not a resident.

“Resident Proposer ” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that \_\_\_\_\_ is a Resident  
(Company Name)

Proposer of Texas as defined in Government Code §2252.001.

I certify that \_\_\_\_\_ is a Nonresident  
(Company Name)

Proposer as defined in Government Code §2252.001 and our principal place of business is  
\_\_\_\_\_  
(City and State)

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

***THIS FORM MUST BE RETURNED WITH YOUR RFP***

**CAMERON COUNTY EXPRESSLY REQUESTS THAT PROPOSERS NOT DISCUSS THIS ENGAGEMENT OR THIS PROPOSER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER PROPOSERS OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE-PROPOSAL CONFERENCES, EVALUATION COMMITTEE SCHEDULED VENDOR PRESENTATIONS OR VENDOR INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE PURCHASING AGENT /PURCHASING DEPARTMENT AT ANY TIME.**

**FROM RFP OPENING DATE THROUGH COMMISSIONERS COURT MEETING FOR SELECTION, VENDORS WILL NOT APPROACH THE COUNTY JUDGE OR COMMISSIONERS TO DISCUSS MATTERS PERTAINING TO THIS RFP.**

- 01. Has any individual with the firm submitting this Proposal/ Response made any contact with any member of Commissioners Court, any County Official, or an Evaluation Committee member concerning this Invitation to RFP, other than questions to the Purchasing Agent?

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- 02. Has any individual with the firm submitting this RFP made any contact with any other Proposer concerning this Invitation to RFP?

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\_\_\_\_\_  
Signature of person submitting this RFP

\_\_\_\_\_  
Date

***THIS FORM MUST BE RETURNED WITH YOUR RFP***



ORDER NO. 2007O2005

THE STATE OF TEXAS §
COUNTY OF CAMERON §

ORDER ADOPTING CONTRACTING RULES FOR PERSONS INDEBTED TO COUNTY

WHEREAS, pursuant to V.T.C.A., Local Government Code, Section 262.0276, a commissioners court is authorized to adopt rules permitting a county to refuse to enter into a contract or other transaction with a person indebted to the county;

WHEREAS, the Commissioners Court of Cameron County finds it is in the best interest of Cameron County to adopt such rules;

NOW THEREFORE, BE IT ORDERED by the Commissioners Court of Cameron County, that the following rules be adopted regarding Cameron County and persons interested in doing business with Cameron County:

- 1. Cameron County may refuse to enter into a contract or other transaction with a person with a past due debt to Cameron County, including delinquent ad valorem taxes, even if the person is the lowest successful proposer; and
2. For purposes of this Order, a debt is past due if it is not received in the County Treasurer's Office by the due date in a written agreement or notice, and ad valorem taxes are past due if not received in the County Tax Assessor/Collector's Office by February 1st following the January 1st on which the ad valorem taxes are due.
3. For purposes of this Order, a person includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Cameron County requiring approval by the Commissioners Court.

ADOPTED this 13 day of March, 2007.

Taxpayer Identification Number (T.I.N.):

Cameron County Acct #'s : Real Estate Personal Property

01. Is the person or the firm submitting this RFP current with all local and State taxes?

Signature of person submitting this RFP Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

**Certification**

**Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this proposal and/or application had one or more public transactions terminated of cause or default.

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

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

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

Telephone Number: \_\_\_\_\_

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

If the Proposer is unable to certify to all of the statements in this Certification, such Proposer should attach an explanation to this Bid / Proposal.

***THIS FORM MUST BE RETURNED WITH YOUR RFP***

## CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

**For vendor doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

- 2.**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> business day after the date on which you become aware that the originally filed questionnaire was incomplete or inaccurate.)

**3. Name of local government officer about whom the information is being disclosed.**

Name of Officer

**4. Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ, as necessary.**

A. Is  
the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

No

**5. Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

- 6.**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7.**

Signature of vendor doing business with the governmental entity

Date

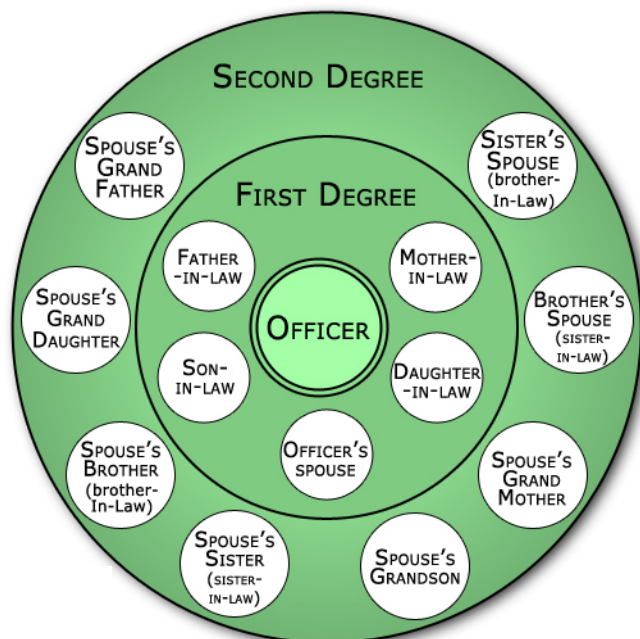
## NEPOTISM CHART

The chart below shows

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

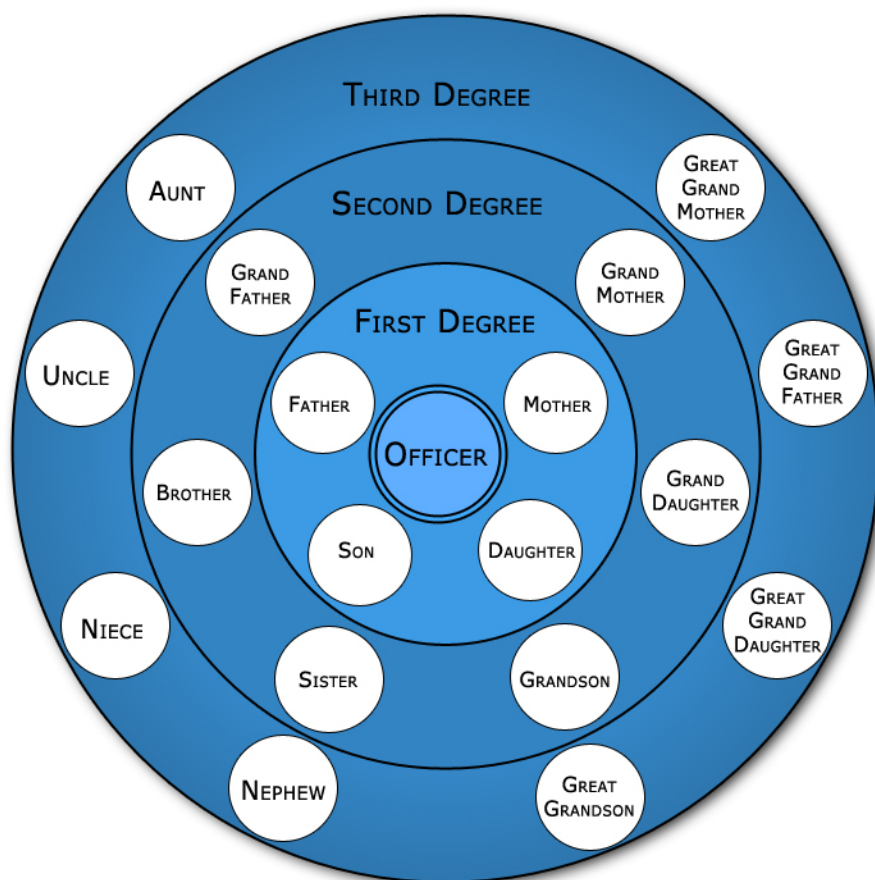
### AFFINITY KINSHIP

Relationship by Marriage



### CONSANGUINITY KINSHIP

Relationship by Blood



**DISCLOSURE OF INTERESTS**

**MUST BE FILLED OUT AND SUBMITTED WITH THE RFP**  
**IF DISCLOSING: PROPOSER MUST ALSO FILE WITH THE COUNTY CLERK'S OFFICE**  
**THE PURCHASING DEPT. WILL NOT BE FILING ON THE PROPOSER'S BEHALF**

Cameron County, Texas requires all persons or firms seeking to do business with the County to provide the following information. Every question must be answered. If the question is not applicable, answer with "N/A." By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government.

Date \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

FIRM is: 1. Corporation ( )                      2. Partnership ( )   3. Sole Owner ( )  
4. Association ( ) 5. Other ( ) \_\_\_\_\_

**DISCLOSURE QUESTIONS**

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee, elected official, or member of Commissioners Court" of Cameron County having Substantial Interest in Business Entity Local Govt. Code 171.002

**DISCLOSURE OF INTERESTS (CONTINUED)**

- a) For purpose of this chapter, a person has a substantial interest in a business entity if :
  - (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
  - (2) funds received by the person from the business entity exceeds 10 percent of the person’s gross income for the previous year.
- b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.
- c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section.

Name	Title	Department

**CERTIFICATE**

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Cameron County as changes occur.

Certifying Person: \_\_\_\_\_ Title: \_\_\_\_\_  
 (Type or Print)

Signature of Certifying Person: \_\_\_\_\_ Date: \_\_\_\_\_



**HOUSE BILL 89 VERIFICATION (REVISED)**

I, \_\_\_\_\_,  
*[Person Name]*

the undersigned representative of \_\_\_\_\_  
*[Company or Business Name]*

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby depose and verify that the Company named above, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not currently boycott the country of Israel; and
2. Will not boycott the country of Israel during the term of the contract with Cameron County, Texas.

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

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

*Pursuant to Section 2270.001, Texas Government Code:*

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*
3. *Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response. (HB 793 – exemptions).*

**EXEMPTIONS APPLY TO THE FOLLOWING:**

- between a governmental entity and a company with less than 10 full-time employees*
- has a value of less than \$100,000 paid wholly or partly from public funds of the governmental entity*

**THIS FORM MUST BE RETURNED WITH YOUR RFP**

## **GENERAL TERMS & CONDITIONS (Requests for proposals (RFP))**

**ADDENDA:** If RFP specifications, terms or conditions are revised, the Cameron County Purchasing Department will issue an addendum addressing the nature of the changes and notify interested potential Proposers. Proposers must acknowledge receipt and consideration of any such changes by signing the addendum and including it in the RFP package containing the Proposer's submittal.

**ADVERTISING:** Unless otherwise required by law, Proposers to County RFPs shall not publish and shall keep confidential their intentions and actions respecting any response to the RFP.

**AWARD:** Cameron County may hold RFP responses for a period of sixty (60) days. Cameron County reserves the right to reject any or all responses to RFPs. Cameron County reserves the right to award a contract, if any, based on the Proposer's response when compared to the EVALUATION CRITERIA (AS STATED IN THE RFP) and, in accordance with the laws of the State of Texas, reserves the right to waive any formality or irregularity, to make awards to more than one proposer. Commissioners Court reserves the right to determine the method and procedures for the final award of all RFPs at any time they may choose, regardless of the Point System used by the Evaluation Committee.

**BONDS:** If the contract that may be entered into with the County will likely require a performance guarantee or bond, the Purchasing Department will attach a separate page to the RFP explaining those requirements.

**CANCELLATION AND TERMINATION:** In any contract resulting from the RFP, the County shall have the right to cancel all or any part of the undelivered portion of the contract if (1) Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer becomes insolvent or files for bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Cancellation of work hereunder shall be effected by the delivery to the Proposer of a "Notice of Cancellation of Undelivered Work" specifying the extent to which performance of work, including all goods and services, under the contract is cancelled and the date upon which such cancellation becomes effective.

The performance of work under any resulting contract may be terminated in whole, or in part, by the County in accordance with this provision. The County shall have the right to terminate all or any part of the contract if (1) the Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer becomes insolvent or files for bankruptcy. Such right of termination is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Termination of work hereunder shall be effected by the delivery to the Proposer of a "Notice of Termination" specifying the extent to which performance of work, including all goods and services, under the contract is terminated and the date upon which such termination becomes effective.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by mutual consent of the Proposer and the County.

**CONTRACT RENEWALS:** Contract Renewals must receive Commissioners Court approval. For contract renewal status and information, please contact Elisa Cisneros at 956-982-5405 e-mail: [Elisa.Cisneros2@co.cameron.tx.us](mailto:Elisa.Cisneros2@co.cameron.tx.us) Cameron County Purchasing Dept. or Dylbia Jeffries 956-550-1340 [djefferies@co.cameron.tx.us](mailto:djefferies@co.cameron.tx.us) at the Cameron County Civil Legal Division. Any price escalations are limited to those stated by the original contract terms. All contracts with a one (1) year renewal option require that the Proposer must notify Cameron County of any anticipated price increases in writing at least three months (90 calendar days) prior to the annual renewal award date unless otherwise specified within the specific provisions of the contract up for renewal. This allows the County sufficient time to find an alternative vendor if possible. If Proposer fails to notify the County within time noted it shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any contract which allows for Open Market Price increases or Cost allowance increases. -

**DISCRIMINATION:** In order to encourage fair employment practices, the Proposer agrees as follows: 1.) Proposer will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the Proposer will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the Proposer will furnish such relevant information and reports as requested by the County for the purpose of determining compliance with these regulations; and 4) failure of the Proposer to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part as a result thereof.

**DISQUALIFICATION OF PROPOSER:** Upon submitting a response to this RFP, Proposer certifies that the Proposer has not violated the



antitrust laws of this state codified in Texas Business and Commerce Code 15.01, *et seq.*, as amended, or the federal antitrust laws, and has not communicated directly or indirectly its RFP considerations, plan or response to any competitor or any other person engaged in such line of business. Any and all responses may be rejected if the County believes that collusion exists among the Proposers. If multiples are submitted by a Proposer and after all responses to the RFPs are opened one or more of the responses are withdrawn, the result will be that all of the responses submitted by that Proposer will be withdrawn; however, nothing herein prohibits a Proposer from submitting multiples for different products or services.

**EVALUATION:** All responses will be evaluated in accordance with law and reviewed to assure they are in the best interest of Cameron County. Evaluations shall be based on criteria bearing on price and performance of the items or services in the user environment. Any specific criteria section or sections identified elsewhere in this RFP may be evaluated by one or more evaluators once the basis and details of this process have been approved by the Purchasing Officer and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to Proposers and the Commissioners Court upon request. Evaluation sheets and any summary of all responses are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Commissioners Court. Compliance with all RFP requirements, delivery terms and needs of the using department are considerations in evaluating responses. Pricing is NOT the only criterion for making a recommendation (see criteria and relative importance of price and other evaluation factors, if any, specified elsewhere in this RFP). The Cameron County Purchasing Department reserves the right to contact any Proposer, at any time, to clarify, verify or request information with regard to that Proposer's response. The Cameron County Purchasing Department further reserves the right to hold negotiation discussions with any responsible Proposer determined to be reasonably susceptible of being selected for award in accordance with law.

**PROTEST PROCEDURES:** Procedure - This protest procedure is available to Proposers responding to this RFP and requesting a debriefing conference.

Debriefing Conference – A debriefing conference must be requested in writing to the Purchasing Department within five (5) business days from the date of the RFP award by the Cameron County Commissioners' Court. Debriefing questions must be submitted in writing to the Purchasing Department no later than two (2) business days before the scheduled date for the Debriefing Conference. These questions will be answered at the debriefing conference. Follow-up questions must be submitted (in writing) no later than one (1) business day after the date of the Debriefing Conference and answered no later than two (2) business days after the date of the Debriefing Conference. Follow-up answers will be sent via e-mail or fax (if e-mail not available). For RFPs, Proposers are given the opportunity to ask questions of the Evaluation Committee relative to their responses and the Committee's scores.

Protests are made: 1. To the Purchasing Department after the debriefing conference. Proposer protests shall be received, in writing, by the Purchasing Department within five (5) business days after the debriefing conference. 2. To the Protest Committee, only after the protest to the Purchasing Department was not satisfactorily resolved. Protests to the Protest Committee shall be made within five (5) business days after the Proposer has received notification from the County Purchasing Department of its decision.

Grounds for protest

1. Errors were made in computing the score.
2. The County failed to follow procedures established in the RFP, the Purchasing policy on acquisitions or applicable state or federal laws or regulations.
3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

Format and Content - Protesting Proposers shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Proposers shall, at a minimum, provide:

1. Information about the protesting Proposer; name of firm, mailing address, phone number and name of individual responsible for submission of the protest.
2. Information about the acquisition and the acquisition method.
3. Specific and complete statement of the County's action(s) being protested. 4. Specific reference to the grounds for the protest.
5. Description of the relief or corrective action requested.
6. For protests to the Protest Committee, a copy of the Purchasing Department's written decision on the protest.

Review Process:

1. Upon receipt of a Proposer's protest, the Purchasing Department shall postpone further steps in the acquisition process until the Proposer protest has been resolved.
2. The Department's internal protest review procedures consist of the following:
  - a) The Purchasing Department shall perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the Proposer.
  - b) A written decision will be delivered to the Proposer within five business days after receipt of the protest, unless more time is needed. The protesting Proposer shall be notified if additional time is necessary.

Final Determination:

The final determination shall:

1. Find the protest lacking in merit and uphold the agency's action; or
2. Find only technical or harmless errors in the agency's acquisition process, determine the agency to be in substantial compliance, and reject the protest; or 3. Find merit in the protest and provide the agency options which may include recommendations to a) correct its errors and reevaluate all proposals, and/or b) reissue the Proposer solicitation document; or c) make other findings and determine other courses of action as appropriate.

Protest Committee Review Process:

Protests to the Protest Committee may be made only for Protest Committee approved acquisitions, and only after review by County Purchasing Department. Protests of the decisions of County Purchasing Department shall be made by letter to the Protest Committee, who may establish procedures to resolve the protest. Protests shall be received by the Protest Committee within five business days after the decision of Purchasing Department in order to be considered. The Committee's decision is final, with no further administrative appeal available.

**FISCAL FUNDING:** A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include "fiscal funding out" clause. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the Proposer from the using department without penalty of any kind or form to Cameron County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the Proposer.

**GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the County, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Attached and included in this RFP is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County entities (if any such relationships exists) which must be filled out, attached and included with the RFP response. The County may, by written notice to the Proposer, cancel this contract without liability to Proposer if it is determined by County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent, or representative of the Proposer, to any officer or employee of Cameron County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performance of such a contract. In the event this contract is cancelled by County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the costs incurred by Proposer in providing such gratuities. Proposer guarantees that he has not retained a person to solicit or secure any contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Proposer for the purpose of securing business.

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION:** If Proposer is a Certified Historically Underutilized Business (HUB), please include a copy of your HUB Certificate with your response. This information will assist Cameron County in the percentage tracking of HUB utilization.

**INSURANCE:** The Proposer shall secure and maintain, throughout the duration of the Contract, insurance of such types and in such amounts

as may be necessary to protect the Proposer and the interests of the County against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the insurer, shall be acceptable to the County. It shall be the responsibility of the Proposer to maintain adequate insurance coverage at all times. Failure of the Proposer to maintain adequate coverage shall not relieve the Proposer of any contractual responsibility or obligation.

**MAINTENANCE:** Maintenance required for equipment requested in RFPs should be available in Cameron County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Cameron County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

**MATERIAL SAFETY DATA SHEETS:** Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a Proposer must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Proposer to furnish this documentation will be cause to reject any RFP applying thereto.

**NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict responses to RFPs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard common to similar existing items. Proposers may offer items of equal stature and standard, but the burden of proof of such stature and standard rests with Proposers. Cameron County shall act as sole judge in determining equality and acceptability of products offered.

**PRICING:** Prices for all goods and/or services shall be firm for the duration of the contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the term of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Proposer and included in the price. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Proposer MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

**RECYCLED MATERIALS:** Cameron County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. County will be the sole judge in determining product preference application.

**SCANNED RE-TYPED RESPONSE:** If in its RFP response, Proposer either electronically scans, re-types, or in some way reproduces the County's published RFP package, then in event of any conflict between the terms and provisions of the County's published RFP specifications, or any portion thereof, and the terms and provisions of the RFP response made by Proposer, the County's RFP specifications as published shall control. Furthermore, if an alteration of any kind to the County's published RFP specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. The manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item needed in the RFP. Substitute items will not be accepted unless approved (in advance).

**SUPPLEMENTAL MATERIALS:** Proposers are responsible for including all pertinent product data in the returned RFP package. Literature, brochures, data sheets, specification information, completed forms requested as part of the RFP package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Proposer wishes to include as a condition of the RFP response must also be in the returned RFP response package. Failure to include all necessary and proper supplemental materials may be cause to reject the Proposer's entire RFP.

**TITLE TRANSFER:** Title and Risk of Loss of goods shall not pass to Cameron County until Cameron County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Proposers are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this RFP package and/or on the Purchase Order as a "Deliver To:" with the address.

**USAGE REPORTS:** Cameron County reserves the right to request, and receive at no additional cost up to two (2) times during the contract

period, a usage report detailing the products and/or services furnished to date under a contract resulting from this RFP. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by

Cameron County department with a description, of each item purchased, including the manufacturer, quantity of each item purchased, the per unit and extended price of each item purchased, and the total amount and price of all items purchased.

**WARRANTY PRICE:** (a) The price to be paid by the County shall be that contained in Proposer's response to the RFP which Proposer warrants to be no higher than Proposer's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Proposer breaches this warranty, the prices of the items shall be reduced to the Proposer's current prices on orders by others, or in the alternative, County may cancel this contract without liability to Proposer for breach or Proposer's actual expense.

(b) The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For breach or violation of this warranty, the County shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Proposers shall furnish all data pertinent to warranties or guarantees which may apply to items in the RFP.

Proposers may not limit or exclude any implied warranties.

Proposer warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event any product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

**-WARRANTY ITEMS/PRODUCTS:** Proposer warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

Proposer shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the County.

Proposer warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFP invitation and to the sample(s) furnished by Proposer, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All items must be new, in first class condition, unless otherwise specified. The design, strength, and quality of materials must conform to the highest standards of manufacturing practice.

Items supplied under this contract shall be subject to the County's approval. Successful Proposer shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any items found defective or not meeting specifications shall be picked up and promptly replaced by the successful Proposer at no expense to the County.

**SAFETY WARRANTY:** As noted above, Proposer warrants that the products sold to County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, County may return the product for correction or replacement at the Proposer's expense. In the event Proposer fails to make the appropriate correction within a reasonable time, correction made by County will be at Proposer's expense. Have you attached the required warranty information to the RFP (if applicable)? "Yes" or "No"

#### APPLICABLE LAW

To the extent it is applicable, this agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning "the Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this agreement. Otherwise, Texas state and federal law shall apply.

**ASSIGNMENT DELEGATION:** No right, obligation or interest in this contract shall be assigned or delegated to another by Proposer without the written permission of the County. Any attempted assignment or delegation by Proposer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph. -

**CONTRACT OBLIGATION:** Cameron County Commissioners Court must award any resulting contract and the County Judge or other person authorized by the Cameron County Commissioners Court must sign the contract before it becomes binding on Cameron County or the Proposer. Department Heads are NOT authorized to sign agreements for Cameron County. Binding agreements shall remain in effect until all products and/or services covered by this RFP - have been delivered and accepted and all contract requirements have been satisfied.

**ERRORS AND OMISSIONS:** Errors and Omissions in the RFP or any provision herein described will not be construed as to relieve the Proposer of any responsibility or obligation requisite to the complete and satisfactory implementation, operation, and support of all obligations under any resulting contract. -

**FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this RFP and any resulting contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely with the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

**HOLD HARMLESS AGREEMENT:** The successful Proposer shall indemnify and hold Cameron County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Proposer's performance. Proposer shall procure and maintain, with respect to the subject matter of this RFP, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Proposer's liability as may arise directly or indirectly from work performed and goods or services sold under the terms of this RFP. Certification of such coverage must be provided to the County upon request.

**INFRINGEMENTS:** There will be no warranty by County against infringements. As part of this contract for sales, Proposer agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. County makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall County be liable to Proposer for indemnification in the event that Proposer gets sued on the grounds of infringement or the like. If Proposer is of the opinion that an infringement or the like will result, Proposer shall notify County to that effect in writing within two (2) weeks after the signing of this agreement. If County does not receive notice and is subsequently held liable for the infringement or the like, Proposer will hold County harmless. If Proposer in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void, except that County will pay Proposer the reasonable cost of Proposer's search as to infringement. The Proposer agrees to protect the County from claims involving infringement of patents or copyrights.

**INTERPRETATION PAROLE EVIDENCE:** Unless a separate contract or addendum hereof is prepared and entered into following the award of this RFP to a successful Proposer, this writing is intended by the parties as a final expression of the terms of this RFP and the general terms of any resulting contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term. Acceptance or acquiescence in a course of performance rendered under this RFP and any resulting contract shall not be relevant to determine meaning even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to Control, if applicable.

**LATE RESPONSES:** RFP responses must be received by the County before the hour and date specified. Responses received after the time

and date specified will be disqualified and may be returned to sender. The County is not responsible for lateness or non-delivery of mail, delivered to wrong office, carrier, etc.

**MODIFICATIONS:** This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

**O.S.H.A.:** Proposer must meet all Federal and State OSHA requirements.

**REMEDIES:** The successful Proposer and County agree that both parties have all rights, duties, defenses and remedies available under law. -

**RIGHT TO ASSURANCE:** During the RFP process and any resulting contract, whenever a Proposer or County in good faith has reason to question the other's intent to perform, demand may be made that the other party give written assurance of intent. In the event that a demand is made, and no assurance is given within five (5) days, such failure may be treated as an anticipatory repudiation of the RFP and any resulting contract.

**SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas.

**PROPOSER SHALL CONFIRM ACCEPTANCE OF RFB TERMS:** The Proposer shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFP.

**THESE TERMS INCORPORATED:** These General Terms and Conditions shall be incorporated in the response to the RFP and any resulting contract to this RFP. The Proposer shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFP.

**OTHER TERMS:** The Proposer shall state any exceptions desired to these terms and conditions and may suggest alternate wording that addresses the intent of the term or condition. The County may accept or reject any suggestions in accordance with law.