



## CAMERON COUNTY PURCHASING

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Brownsville, Texas 78520  
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### ADDENDUM # 1 - PAGE 1 of 7

DATE OUT: 06/16/2025

RFP TITLE: **INMATE COMMUNICATIONS SERVICES**

RFP NUMBER # **1760**

**DEADLINE: JULY 9<sup>TH</sup>, 2025 at 3:00 p.m.**

*(IN ORDER TO AVOID DISQUALIFICATION – ALL ADDENDUMS MUST BE SIGNED AND RETURNED BY DEADLINE AND INCLUDED IN THE SEALED BID PACKAGE SUBMITTED)*

**1.- Please correct (**Pre-Proposal meeting**) page 12 of 76, section 2. Proposal Instructions, Format, Content and Submission**

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

### **2.1. 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   | 06/09/2025       |
| Pre-Proposal & Site Visit  | <b>6/18/2025</b> |
| At Cameron County, Sheriff's Office – 7100 Old Alice Rd.<br>Olmito, Tx – Conference room | At 9:00a.m.      |
| Deadline for Written Questions from Proposers  | 6/20/2025        |
| Dissemination of Answers to Written Questions via Addenda                                | 6/30/2025        |
| Proposal Due Date  | <b>7/09/2025</b> |

### **Note:**

*This addendum is issued for the purpose of answering request for clarifications submitted by participants. This addendum shall become part of the RFP and all RESPONDERS/PARTICIPANTS shall be bound by its content. All aspects of the scope of work/services not covered herein shall remain the same.*

Company Name \_\_\_\_\_ Phone # \_\_\_\_\_

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_

***Must include and return with RFP package***

## 2. Page 10 of 76, Bonding:

### Bonding:

~~Before award of any contract resulting from this proposal.~~

~~Surety bond of \$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.~~

~~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 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).~~

## **DELETE requirement for Surety Bond**

## 3. Page 17 of 76, SCORING Weight

ORIGINAL:

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 services.

## **REVISED: Replace SCORING WEIGHT with the following:**

SCORING: WEIGHT

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

- 35% - 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.
- 35% - Vendor experience, technology offering, account support team and maintenance current customer references.
- 15% - Proposed project plan, scheduling, and implementation with minimal interruption of services.
- 15% Current customer references

## 4.3. Proposal Selection

4.1. The Proposer with the highest percentage of commission ranked offer is not guaranteed award of an Agreement.

## 4. Page 22 of 76, Section 7. GENERAL CONDITIONS, Sub-section 8.3 "Compensation and Reporting"

**DELETE ENTIRE SUB-SECTION****8.3. Compensation and Reporting**

- ~~8.3.1. 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. Gross Revenue includes, by way of example and not limitation, all the following: a. 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.~~
- ~~8.3.2. 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.~~
- ~~8.3.3. 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.~~
- ~~8.3.4. 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.~~
- ~~8.3.4.1. 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.~~
- ~~8.3.4.2. Should County and Proposer mutually agree that the charges/fees will remain, County and Proposer shall mutually agree on a method for compensation.~~
- ~~8.3.4.3. 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.~~
- ~~8.3.5. Notwithstanding the foregoing, Gross Revenue does not include:~~
- ~~8.3.5.1. 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.~~
- ~~8.3.5.2. 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.~~
- ~~8.3.5.3. 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.~~

~~8.3.6. 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.~~

~~8.3.7. 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.~~

~~8.3.7.1. 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 the proper documentation from the commissary provider. Proposer's agreement with the commissary provider must address the requirements set forth in this section.~~

~~8.3.7.2. 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.~~

~~8.3.8. 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.~~

~~8.3.9. 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](#).~~

~~8.3.9.1. Proposer shall invoice County the full amount of the pre-paid cards purchased within 15 days of receipt of the pre-paid cards.~~

~~8.3.9.2. 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.~~

~~8.3.10. Commission for debit calls shall be based upon total Gross Call Revenues (as defined above) generated from debit call purchases and is payable under [Section 6.5 — Payment and Reporting](#).~~

~~8.3.10.1. 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.~~

## 5. page 24 of 76, 8.4 Rate Requirements

### DELETE ENTIRE SUB-SECTION

#### ~~8.1. Rate Requirements~~

- ~~8.4.1. 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 fees and transaction fee caps.~~
- ~~8.4.2. 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.~~
- ~~8.4.2.1. 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.~~
- ~~8.4.2.2. 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 commissions paid to Proposer for unapproved rate increases. If Proposer is unable to issue refunds 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.~~
- ~~8.4.3. Proposer will implement any rate adjustments requested by County within 10 calendar days of said request, subject to regulatory approval.~~

## 6. Page 24 of 76, Payment and Reporting

### DELETE ENTIRE SUB-SECTION

#### ~~8.5. Payment and Reporting~~

- ~~8.5.1. 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.~~
- ~~8.5.2. 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:~~
- ~~8.5.2.1. Local Call, Minutes, Gross Call Revenue and Commission~~
- ~~8.5.2.2. INTRAlata/INTRAstare Calls, Minutes, Gross Call Revenue and Commission~~
- ~~8.5.2.3. INTERAlata/INTRAstare Calls, Minutes, Gross Call Revenue and Commission~~
- ~~8.5.2.4. INTRAlata/INTERstate Calls, Minutes, Gross Call Revenue and Commission~~
- ~~8.5.2.5. INTERAlata/INTERstate Calls, Minutes, Gross Call Revenue and Commission~~
- ~~8.5.2.6. International Calls, Minutes, Gross Call Revenue and Commission~~
- ~~8.5.2.7. 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.~~**

~~8.5.2.8. Total Calls, Minutes, Gross Call Revenue and Commission Amount; and~~

~~8.5.2.9. Traffic Period and Dates.~~

~~8.5.3. 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.~~

~~8.5.4. 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.~~

~~8.5.5. 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.~~

~~8.5.6. 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.~~

~~8.5.7. 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.~~

~~8.5.7.1. Late charges and/or fines for late commission payments shall be equal to 5% per month of the commission due.~~

~~8.5.7.2. 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.~~

~~8.5.7.3. 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.REPLACE APPENDIX "B" – CALLING RATES, FEES AND COMMISSIONS with this revised appendix**

**10.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 tablets 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.                 |

| 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:

##### 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.

**NOTE: Cameron County will not accept or require any monetary or in-kind compensation from an Incarcerated People's Communications Services (IPCS) provider. Any offer of such compensation will be deemed non-compliant and grounds for rejection. All proposers must adhere strictly to the FCC's regulations under the Martha Wright-Reed Act.**

#### Note:

*This addendum is issued for the purpose of answering request for clarifications submitted by participants. This addendum shall become part of the RFP and all RESPONDERS/PARTICIPANTS shall be bound by its content. All aspects of the scope of work/services not covered herein shall remain the same.*

Company Name \_\_\_\_\_ Phone # \_\_\_\_\_

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_

***Must include and return with RFP package***