



PURCHASING DEPARTMENT
County Of Hidalgo

E-08-483-12-02

November 25, 2008

John J. Viola, Vice President
EVERCOM SYSTEMS, INC. a division of
SECURUS TECHNOLOGIES
14651 North Callas Pkwy, Suite 600
Dallas, Texas 78539

Via Fax (972) 277-0301
jviola@evercom.net

Re: Extension of Contract No. E-07-465-12-11 "Inmate Pay Telephone Services"-Hidalgo County Sheriff's Office

Dear Mr. Viola:

Commissioners' Court will take applicable action (Tuesday, December 2, 2008) in connection with the Hidalgo County's option to extend/renew the (second 2nd year) of the additional three (3) one (1) year periods as provided in the current requirements agreement (under the same rates, terms and conditions). Effective date of renew/extension is of December 6, 2008.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, November 25, 2008, 2:00 p.m., via facsimile to (956) 956-318-2629 or via email laticia.spenz@cohidalgo.tx.us.

By:


John J. Viola, Vice President
Evercom Systems, Inc. a division of
Securus Technologies

Date:

11-25-08

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 x-4861. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,


Laticia F. Spenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

cc: file

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/07/2008

PRODUCER
Aon Risk Services, Inc of Florida
1001 Brickell Bay Drive
Suite 1100
Miami FL 33131 USA

PHONE: (866) 283-7122 FAX: (847) 953-5390

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Evercom Holdings, Inc.
Attn: Misty Morse
14651 Dallas Parkway, Suite 600
Dallas TX 75254 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Syndicate #2623 Lloyd's of London	0005FI
INSURER B:	Standard Fire Ins Co	19070
INSURER C:	OneBeacon America Insurance Company	20621
INSURER D:	Liberty Insurance Underwriters, Inc.	19917
INSURER E:	The Employers' Fire Insurance Company	20648

COVERAGES:
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L ENSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
C		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	711010856	09/09/08	09/09/09	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$1,000,000
C E F		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS <input checked="" type="checkbox"/> Coll Ded \$1000 <input checked="" type="checkbox"/> Comp Ded \$1000	711010856 1E13729/0809 Business Auto - MA 753021274 Business Auto - TX	09/09/08 09/09/08 09/09/08	09/09/09 09/09/09 09/09/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY - EA ACC AGG	
D		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	LQ1B71189999018	09/09/08	09/09/09	EACH OCCURRENCE	\$20,000,000
						AGGREGATE	\$20,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	HCUB7262C29008	09/09/08	09/09/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
A		OTHER Employed Lawyer	W15JXX08PNPT	09/09/08	09/09/09	Per claim	\$1,000,000
						SIR/deductible (1)	\$150,000
						Per Aggregate	\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Cancellation provision shown herein is subject to shorter or longer time periods depending on the jurisdiction of, and reason for, the cancellation. This certificate applies only with respects to the insured's operations during the policy period referenced above.

Hidalgo County Sheriff's Department
 Attn: County Judge
 100E. Cano, 2nd Floor
 Edinburg TX 78539 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Aon Risk Services Inc of Florida*

Holder Identifier : 570030940417 Certificate No. 570030940417

Attachment to ACORD Certificate for Evercom Holdings, Inc.

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

Evercom Holdings, Inc.
 Attn: Misty Morse
 14651 Dallas Parkway, Suite 600
 Dallas TX 75254 USA

INSURER F Atlantic Specialty Ins Co	27154
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
		OTHER					
A		Misc E&O Cvg	W15JXX08PNPT	09/09/08	09/09/09	Professional Liability	\$5,000,000
						Deductible	\$50,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate No :

570030940417

Hidalgo County Inmate Telephone Service Agreement
C-05-191-12-06

THIS CONTRACT, made and entered into this 6th day of December, 2005 by and between **HIDALGO COUNTY, TEXAS** (hereinafter referred to as "County") and **EVERCOM SYSTEMS, INC.**, a Delaware Corporation (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, County advertised for bids for services and materials connected with purchase of equipment and installation necessary for inmate telephone service and

WHEREAS, Contractor was the successful bidder in response to the Request for Proposals
by County.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Contractor shall perform all of the work and provide all materials, equipment and labor (the "Services") required in accordance with the terms and conditions of the Request for Proposals, a copy of which is attached hereto as Exhibit "A" (the "RFP")/
2. Contractor represents and warrants to County that Contractor possesses all of the licenses, permits and expertise required to perform the services contemplated in the RFP including, but not limited to, the supplying of the equipment (as described in the RFP) and the installation of such equipment (the "Services"). Contractor warrants and represents that during the term of this Agreement, Contractor shall maintain all such licenses and permits. Contractor warrants that the Services rendered, including all materials, furnished shall be in accordance with the terms of the Contract Documents.

3. The term "Contract Documents" as used herein shall include the following documents, and this Contract does hereby expressly incorporate same herein fully as if set for verbatim in this Contract:

- a. RFP dated November 2, 2005 (the "RFP"), a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes;
- b. Contractor's Proposal to the RFP identified by signature of John J. Viola, a copy of which is attached hereto as Exhibit "B" and incorporated herein for all purposes.
- c. All documents furnished by county to Contractor, including but not limited to Request for Proposals ("Proposal") and all other clarifications submitted by contractor in response thereof;
- d. ~~This Contract.~~

In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence, this Contract, the RFP, and the Proposal.

4. All provisions of the Contract documents shall be strictly complied with and conformed to by Contractor and no amendment to this Contract shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation, representation and/or warranty of the contract Documents except as specifically provided for in such amendment.

5. Service Agreement.

a. *Installation.* All work will be done in a professional, workman-like manner by fully qualified and trained personnel. Contractor represents and agrees that all personnel associated with installation and repair and training services are screened for background of criminal history. The number of inmate telephones and telecommunication devices of the deaf installed at

the Hidalgo County jail will be determined by the Chief Deputy of the Hidalgo County Sheriff's Department. All equipment provided by Contractor shall remain the property of Contractor and will be installed at no cost to the County.

b. Contractor must respond by arriving on premise anytime during a twenty-four (24) hour per day basis, three hundred and sixty-five (365) days of the year. All repairs or replacements must be started within two (2) hours following a service request.

c. Contractor shall coordinate with County for the removal and change out of present inmate telephone services and the local exchange carrier to minimize the down time and interruption of inmate telephone service.

6. Distribution of Collected Proceeds by Evercom

Contractor agrees to provide Hidalgo County distribution of gross billed revenues as follows:

a. Monthly telephone revenues for Local Service

58% of monthly Gross Billed revenue from all installed telephones based on a flat local calling rate of \$3.00

b. Monthly telephone revenues for Long Distance Service:
Fifty-eight Percent (58%)

6.1 Contractor agrees to provide Hidalgo County Sheriff's Department Forty percent (40%) monthly discount on prepaid calling cards:

a. \$10.00 International Debit Card will cost the Hidalgo County Sheriff's Department Commissary - \$6.00.

b. \$20.00 International Debit Card will cost the Hidalgo County Sheriff's Department Commissary - \$12.00.

c. \$30.00 International Debit Card will cost the Hidalgo County Sheriff's Department Commissary - \$18.00.

Gross revenue includes all flat rate and usage charges plus any surcharges billed less no deductions. All commission calculations will use the billed amounts and no other form of calculation commissions will be accepted.

Distribution will be made within sixty (60) days following the end of the month in which the call giving rise to the revenue is generated.

7. Term.

a. Subject to the provisions of (b) below, the term of this Agreement shall be for a period of two (2) years commencing December 6, 2005 and may be renewed by County for three (3) additional one (1) year term under the same rates, terms and conditions.

b. In the event that Contractor shall fail to perform keep and observe any of the terms, covenants and conditions of this Agreement, County shall give Contractor written notice of such default and in the event said default is not remedied to the satisfaction and approval of County, County may, on thirty (30) days written notice terminate this Contract.

County, at its sole discretion, may terminate this Contract on sixty (60) days written notice.

Should Contractor for any reason in the sole opinion of County become unable to complete the work specified in this contract, County may, in its sole discretion, call the performance bond due, in full, as and for such non-performance, and/or liquidated damages.

8. **Access.** County agrees to provide Contractor reasonable access to the premises and the telephone facilities as required by Contractor to perform the services outlined in this Contract. In the event Contractor installs any equipment on county premises as part of this contract such equipment shall remain the property of Contractor. All inside wiring and conduit placed by

Contractor under this Agreement becomes the property of County upon termination and/or expiration of this Contract. Except as required by applicable law, no person or entity other than County and Contractor will have access to the facility.

9. This Contract is entered into subject to the following conditions:

1. In the event that any provision or portion of any contract documents shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the laws of the State of Texas. The invalidity or unenforceability of any provision or portion of any Contract Documents shall not affect the validity or enforceability of any other provisions or portion of the Contract Documents.

2. Contractor shall use its best efforts to keep to a minimum disruption or interruption of the County's jail facility and/or work of County employees while performing its work in accordance with the Contract Documents.

10. Contractor expressly acknowledges that Contractor will be acting as an independent contractor for all purposes, including payment of social security, withholding taxes and all other federal, state and local taxes. Contractor, as independent contractor, shall be solely responsible to its employees, agents, third party contractors, or any other person supplying labor or materials for Contractor in performing any portion of this contract or any action or omission incident thereto.

11. Contractor assumes full responsibility and liability for all labor and materials furnished and activities conducted by Contractor pursuant to the contract and any action or omission incident thereto.

12. Contractor will indemnify and hold County, its elected officials, officers, agents and employees (the "Indemnified Parties") harmless from any and all claims, actions, liability, and

expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or arising out of any alleged negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Contract, whether such act, omission, or failure was the Contractor's or that of any person providing Services hereunder through or for the Contractor. Upon written notice from County, the Contractor will resist and defend at Contractor's own expense, and by counsel reasonably satisfactory to County, any such claim or action. Such indemnification shall include, but not be limited to, all the Indemnified Parties' attorneys fees and costs incurred in defending or ~~responding to any action brought or threatened against the Indemnified parties for any action or~~ omission arising from or incident to Contractor's performance under this Contract.

13. **Insurance Requirements.** For this Agreement to become effective Contractor must provide County with a Certificate of insurance naming county as additional insured for the activities of Contractor providing inmate telephone equipment and service in the Hidalgo County Jail, to all policies listed below and state that Hidalgo County Commissioners Court will receive thirty (30) days advance written notice of any materials change or cancellation of any policy listed on the Certificate.

General Liability: Limits for General Liability shall be no less than \$1,000,000 bodily injury each occurrence and \$500,000 property damage each occurrence and \$1,000,000 property damage in aggregate. An acceptable alternative will be \$1,000,000 combined single limit for bodily injury and property damage.

Automobile Liability: Coverage should be afforded on all owned, non-owned and hired vehicle whether private passenger or other than private passenger. Limits for automobile

liability should be no less than \$500,000 bodily injury per person, \$1,000,000 per accident and \$500,000 property damage each accident. An acceptable alternative will be \$1,000,000 combined single limit for bodily injury or property damage.

Workers Compensation: Coverage should be afforded for all operations of Contractor's business as required by the State of Texas. Coverage for Employer's Liability should be no less than \$500,000 for all claims.

14. **Performance Bond.** For this Contract to become effective Contractor must furnish a performance bond in the form of a bond issued by a surety company authorized to do business in the State of Texas, within ten (10) calendar days after award of this contract, and prior to any installation work or equipment delivery or performance of the Services. The performance bond must be payable to County in the amount of \$20,000 and will be retained during the full period of this contract and/or renewals. No personal or company checks are acceptable. This Contract and dates of performance must be specified in the performance bond. In the event that County exercises its options to extend the Contract for an additional period, the Contractor shall be required to maintain the validity and enforcement of the bond for the said period, pursuant to the provisions of this numbered paragraph, in an amount stipulated by county at the time of the renewal of this Contract.

15. This Contract shall be governed by the laws of the State of Texas and shall be performable in Hidalgo County, Texas.

16. Contractor agrees, for itself and on behalf of its successors, and any person or persons claiming under Contractor by virtue hereof, that this Contract and the rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process. Any such attempt to do so, contrary to

the terms hereof, shall be null and void and shall relieve the County of any and all obligations or liability hereunder.

17. If any provision, paragraph, or subparagraph of this Contract is adjudged by any court of law to be void or unenforceable, in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the contract, including any other provision, paragraph or subparagraph.

Each provisions, paragraph, and subparagraph of this Contract is declared to be separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct covenant.

18. Contractor shall commence the performance of the Services on December 6, 2005 and the Services shall be completed on or before December 6, 2007.

19. County will not withhold income tax or Social Security tax on behalf of the Contractor or any of Contractor's partners, employees, subcontractors, or agents. In addition, none of the foregoing will have any claim under this Contract or otherwise against County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. The Contractor will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

20. The Contractor will incur no financial obligation on behalf of County without prior written approval of the County Judge. The Contractor will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.

21. Contractor will not discriminate on basis of race, color, sex, age, religion, national origin, or handicap in providing services under this Contract or in the selection of associates, employees, or independent contractors.

22. Following the expiration of this Contract or its termination for any reason, Contractor agrees to do nothing that may interfere with any contract of County with any other individual or entity for the provision of the Services.

23. Any waiver of enforcement of any provision or waiver of any breach of this Contract, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

24. The invalidity or unenforceability of any provisions of this Contract will not affect the validity or enforceability of any other provision.

25. Any amendments to this Contract will be effective only if in writing and signed by County and the Contractor.

26. The defined terms used herein are for convenience only and do not limit the contents of the Contract.

27. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

28. The execution and performance of this Contract by county and contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Contractor and County in accordance with its terms.

29. No waiver or modification of the contract documents shall be valid unless it is in writing and signed by the County and Contractor.

30. This Contract shall be binding upon, and inure to the benefit of Contract and County and their respective successors and assigns.

31. If either party hereto shall breach any of the terms hereof, such party shall pay to the non-defaulting party all of the non-defaulting party's costs and expenses, including attorney's fees and court costs, incurred by such party in enforcing the terms of this Contract.

32. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof. This Contract supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject matter hereof.

33. All notices shall be given in writing and be sent by registered or certified mail, return receipt requested, and shall be addressed:

If to County: County of Hidalgo
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Contractor: Evercom Systems, Inc.
Attn: Mr. John J. Viola
14651 N. Callas Pkwy, Suite 600
Dallas, Texas 75254

34. **Proprietary Information.** To the extent permitted by applicable law, County agrees that all information relating to Contractor "Non-Sent Paid" calls (collect calls), the contents of this Agreement and all pricing and proposals related to the Services are proprietary to Contractor. All such information, to the extent permitted under the Texas Open Records Act and other applicable law, will be held in trust and confidence by county.

35. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of buyer

under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon supp. 1996).

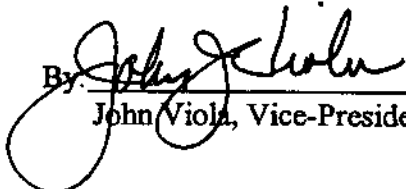
36. Contractor shall, on thirty days notice, provide to County all bonds and records concerning this Contract and/or County's facility which is the subject of this contract for County's Auditor or other representatives for purpose of inspection and/or audit to verify Contractor's compliance with the terms and provisions of this contract.

EXECUTED as of the day and year first written above.

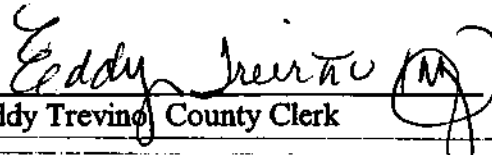
COUNTY:

CONTRACTOR:

By: 
Ramon Garcia, County Judge

By: 
John Viola, Vice-President

ATTEST:


Eddy Trevino, County Clerk

Approved by Commissioners' Court
on 12-6-05 ah

Approved on Commissioners' Court December 6, 2005

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

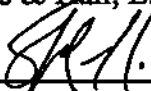
By: 

EXHIBIT "A"
REQUIREMENTS

EXHIBIT "A"
REQUIREMENTS

INMATE CALLING SYSTEM SPECIFICATIONS

This section of the Request for Proposal (RFP) shall set forth the technical specifications for the service and equipment sought in this invitation. All items using the terms "must", "shall", or "will" are considered mandatory. Failure to fully comply with such items will be considered appropriate grounds for proposal rejection. Items using the terms "may" or "should" are deemed to be desirable features, but not mandatory requirements. All bidders must address each and every item individually with a complete response detailing how the proposed equipment meets the specification.

1.0 PHYSICAL INSTALLATION REQUIREMENTS

Proposer should include all equipment, including telephone sets, necessary for the operation of the Inmate Telephone System and insure that said equipment for the system meets all applicable regulations.

Although a minimum of space is available for installation, all Inmate Call Processors shall be of the design specified for "on site" installation

- A. The Inmate Call Processor (ICP) shall be of compact design requiring a minimum of wall and floor space. Bidder must submit a scale drawing of the installed space required.
- B. Each ICP managing up to fifty-three (53) inmate phones shall be powered by no more than a single, standard, unconditioned, 115-volt, 60Hz power source drawing no more than 300 watts.
- C. Each ICP shall be equipped with an internal IJL listed power supply that is tolerant of line transients, momentary surges, and short duration *drop such* that inmate phone operation continues in the presence of such common disturbances. No auxiliary 115 volt power cords, external power supplies, or AC-to-DC converters shall be required to support the system.
- D. All wiring and connections to the ICPs shall be made using vendor supplied standard, 66-type punch-down termination blocks that provide up to 25 wire pairs of station, trunk and modem line connections. Only the termination blocks shall be allowed to be mounted on the walls of the equipment room.
- E. Each ICP must utilize external cabling, (outside of the ICP cabinet) to accommodate a single heavy gauge water pipe or lightning strike ground for the JCPs and any lightning protection components inside. NO external fuses or other user-replaceable protective devices shall be required or permitted on power, modem, station or trunk wiring.

2.0 BASIC SYSTEM FUNCTIONAL REQUIREMENTS

- A. The ICP must provide fully automated collect calling without the need for live operator intervention or the use of central office-based automated operator technology.
- B. Inmate Telephone Compatibility

The inmate call processor shall be able to connect to any standard telephone

instruments with a hookswitch, handset and 12-button keypad including "ruggedized"; line-powered- telephones specifically designed for use in correctional facilities.

C. Voice Prompts and Messages

The ICP shall offer clear and concise voice prompts in both English and Spanish. Voice prompts must be given in short sentences with meaningful instruction for operation of the System. Beeps, tones and other non-voice sounds shall not be permitted as substitutes for Voice instructions, except when standard sounds such as dial tone, ringing, busy signals, on-hold and intercept tones are appropriate. Phone signature, printed hand-outs, and video training tapes are not an acceptable alternate to a complete range of voice prompts and messages.

D. Fraud/Abuse Control

The ICP must include the following fraud control features:

Inmate switch-hook detection (and subsequent disconnect) during connected call period. Call detail reports must reflect reason for disconnect.

~~Voice overlay recording alerting called party and any conferenced-in 3rd party, that the yare speaking to an inmate from a correctional facility. Overlay recording must be random and remotely adjustable for optimal fraud prevention.~~

Incoming call block. The ICP must not respond to incoming ring signaling on any of its trunks used for placing the outbound inmate collect calls. No signaling or ringing of the inmate station phones shall result from an incoming ring on a trunk.

Sound Path Options - The ICP must allow for blocking or allowing the sound path to the inmate phone during call placement and during the time when the ICP is requesting acceptance of the collect call charges. If the sound path is blocked, the inmate will be given call progress tones to indicate that the call is being connected until such time as positive acceptance is detected and the voice path is opened.

Frequently Called Number Blocking - The ICP must provide for blocking of call attempts is to a specified for a specified item for a specified time once a specified threshold is met. This threshold must be remotely or locally programmable upon demand.

Live Operator Access Blocking - Access to alive operator must be blocked at all times without exception.

Call Blocking - The ICP must have the capacity to block 500,000 specified telephone numbers or groups of numbers from inmate access. This feature must be remotely programmable.

E. Operating Hours Limitation

The ICP must offer flexible control over the operating hours of each inmate phone. This feature must be remotely programmable.

F. Call Duration Limitation

The ICP must offer flexible control over the duration of each inmate call. This

features have the ability to specify call duration by call type. This feature must be remotely programmable.

G. Positive Call Acceptance

The ICP must not deem a call to be accepted until such time as the call recipient acknowledges receipt by dialing a system-recognized digit on a touch-tone or rotary telephone. The ICP must be able to distinguish such a signal from line noise such as "pops" or "clicks" (i.e. answering machines.) Voice recognition is not an acceptable form of positive acceptance.

H. Inmate Identification Option

The ICP must allow for the use of inmate identification numbers as an alternate method of inmate call control. This feature must allow the facility to select the length of the ID code which may be anywhere between four and twenty digits in length. Each PIN must be identified by an "allowed" calling list and must also have the option of functioning with an open calling list that works in conjunction with the blocked list feature. In addition, the PIN feature must be flexible enough to easily allow its use on specified phones only-without the need for additional equipment or external devices.

I. On-Site Administration

If desired, the ICP must have an option which allows for an on-site administration terminal.

This terminal must have the following features:

It must be connected to the ICP via a commercially available, reliable, high-speed, Novell-Type LAN.

Its operational status must not affect the ICP's normal operations in any way.

It must allow for multi-level passwords.

It must allow facility personnel to manage call block lists and disable inmate phones on a real time basis.

It must allow facility personnel to enable free calls to specified numbers (legal aid, etc.)The installation must allow for multiple administration terminals if needed.

Data entry and retrieval of records in ASCH formatted files from each station.

J. Monitoring and Recording

The ICP must provide an option for audio monitoring of inmate calls and for selective call recording. Such monitoring and recording options must be able to be administered from the ICP administrative terminal without the need for multiple administrative terminals.

Monitoring and Recording must be disable for specified "privileged" calls to attorneys without the need for additional external equipment to perform this screening function.

Every collect phone call shall have a recording, telling the called party exactly what they will be charged for the call. This must be in English and Spanish.

Recording and/or monitoring Eight (8) Channels. Two (2) monitoring phones and

terminals. One (1) in Internal Affairs (IA) and one in the Chief Deputy's office.

Recorded calls must be easily retrievable and must be archived on a reliable digital media such as DAT Cassette tapes.

Must offer specialized remote monitoring stations with call detail viewing capability and silent monitoring of selected conversations. Such stations must be appropriate for use in specialized settings such as guard towers and security monitoring stations.

K. Trunk Switching and Call Routing

To minimize the cost of providing service to the facility, bidders are to utilize only the quantity of trunks justified by the actual facility traffic. Busy hour grade of service shall be P.02 or better. The equipment to perform this concentration function must be an integrated feature of the IPS. **NO EXTERNAL ROUTING DEVICES** (such as PBX equipment or the like) may be used. Integrated trunk selection that is to the ICP is the only acceptable means of accomplishing this feature.

3.0 MAINTENANCE AND SUPPORT

The proposed equipment must be fully supported by remote maintenance. This must include ~~the ability to test trunks and phones and to place test calls without sending a technician to the site.~~ For security reasons, site repair visits must be kept to an absolute minimum with most repairs and service issues being resolved via remote access.

Other Maintenance and Support Requirements Include:

- A. Remote diagnostics and repair without affecting calls in progress or system operations
- B. Automatic 24 hour trunk disable when trunk out of service condition encountered.
- C. 24 hour, 365 day repair and maintenance assistance.
- D. System must NOT require on-site intervention for re-boot.
- E. System must not require replacement of fuses, batteries, and other peripheral hardware.

4.0 CALL DETAIL REPORTING AND STORAGE

The ICP must provide for on-site storage of call detail information. Other requirements include

- A. On-site storage capacity of up to one (1) year's worth of call records
- B. Real-time call activity viewing capability
- C. Real-time reporting of stored activity
- D. Automatic call record protection via nightly polling.
- E. Flexible call detail reporting by PIN, dialed number, phone, or trunk
- F. Each record must include call result detail in easy-to understand terms. For example: Busy, No Answer, Normal Call Ending, Time Expiration, etc....
- G. Retention of call detail in the event of a power failure

EXHIBIT "B"
VENDOR'S RESPONSE

EXHIBIT "B"

**PROPOSAL RESPONSE SHEET
HIDALGO COUNTY ADULT DETENTION FACILITY
"INMATE PAY TELEPHONE SERVICES"**

- A. Monthly Telephone Flat Rate Revenues for LOCAL SERVICE (Enter percent in both words and numerically)

Percent of monthly GROSS BILLED revenue from all installed telephones.

Percentage offered in words: Fifty-Eight Percent

Numerical Percentage offered: 58%

Flat Local Calling Rate offered: \$3.00

- ~~B. Monthly Telephone revenue for Long Distance Service:~~

Percent of monthly GROSS BILLED Revenue from all installed phones:

Percentage offered: 58%

- C. Provide your definition of Gross Billed Revenue in the following terms.

Billed charge for a call	Any deductions	Grossed billed revenue
<u>\$3.00</u>	<u>Less 0</u>	= <u>\$3.00</u>

PREPAID CALLING CARDS

Forty percent (40%) discount on prepaid calling cards as defined as follows:

\$10.00 Calling Cards will cost Hidalgo County \$6.00

\$20.00 Calling Cards will cost Hidalgo County \$12.00

\$30.00 Calling Cards will cost Hidalgo County \$18.00

EXHIBIT "C"
INSURANCE
