

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AMENDMENT No. 1 to SERVICE AGREEMENT
BETWEEN HIDALGO COUNTY, TEXAS AND
EVERCOM SYSTEMS, INC, a division of SECURUS TECHNOLOGIES**

This **AMENDMENT** to the **HIDALGO COUNTY INMATE PAY TELEPHONE SERVICE AGREEMENT (C-05-191-12-06)** by and between **HIDALGO COUNTY, TEXAS** ("County") and **EVERCOM SYSTEMS, INC, a division of SECURUS TECHNOLOGIES** ("Contractor") is entered into between the parties effective this **13th** day of **December, 2010**.

WHEREAS, Contractor and County entered into a Service Agreement effective December 06, 2005 in which Vendor agreed to provide certain services for "Inmate Pay Telephone Services" (the "Agreement") at Hidalgo County Sheriff's Department;

WHEREAS, the Agreement, specifically incorporated by reference the Request for Proposals (RFP) and the parties option to extend the Agreement for an additional Sixty (60) Days at the end of the Contract term;

WHEREAS, the parties have agreed to extend the term of the contract as per the original Agreement and further desire to amend the Agreement as hereinafter provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree to the following amendment to include by reference Exhibit A & B (the "Requirements") to the Service Agreement, and further modify and change the grace period extension from Sixty (60) Days and reflect One Hundred Fifty (150) Days:

1. **TERM:** Article 7. of the Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:


The Contract consists of:

- A. This document;
 - B. Exhibits A through B, attached hereto, hereinafter cumulatively referred to as "Requirements" and "Contractor's Response"
2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and County and Contractor ratify and confirm the terms and provisions of the Agreement, as amended.

RECEIVED
1-25-11 V5

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

**EVERCOM SYSTEMS, INC, a division of
SECURUS TECHNOLOGIES**


By: WILLIAM D. MARKERT
ts CFO



HIDALGO COUNTY, TEXAS


Ramon Garcia, County Judge


ATTEST:



Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 12/13/10 

**APPROVED AS TO FORM:
Hidalgo County District Attorney**


Josephine L. Ramirez,
Assistant Criminal District Attorney

| | | | |
|--|----|--------------|----------------|
| Constable Celestino Avila Jr. | \$ | 310.00 | October 2010 |
| Constable Gilberto Alaniz | \$ | 510.00 | October 2010 |
| Constable Larry Gallardo | \$ | 3,810.00 | October 2010 |
| Constable Eddie Guerra | \$ | 910.00 | October 2010 |
| Chief Deputy Constable Daniel Marichalar | \$ | 310.00 | October 2010 |
| Fire Marshal | \$ | 5,890.00 | October 2010 |
| Law Library | \$ | 1,651.00 | October 2010 |
| Tax Assessor Collector | \$ | 2,114,637.19 | October 2010 |
| J.P. Bobby Contreras | \$ | 96,565.25 | June 2010 |
| J.P. Luis Garza | \$ | 68,793.09 | July 2010 |
| J.P. Ismael "Melo" Ochoa | \$ | 53,355.25 | July 2010 |
| J.P. Luis Garza | \$ | 70,810.23 | August 2010 |
| J.P. Espindion "Speedy" Jackson | \$ | 17,035.39 | September 2010 |
| J.P. Gilberto Saenz | \$ | 38,943.50 | October 2010 |
| J.P. Bobby Contreras | \$ | 61,267.75 | October 2010 |
| J.P. Rosa E. Trevino | \$ | 54,284.20 | October 2010 |
| J.P. Luis Garza | \$ | 65,036.50 | October 2010 |
| J.P. Espiridion Jackson | \$ | 13,671.08 | October 2010 |

11. Purchasing Department:

A. AI-24382 *approved* Approval of Amendment No. 1 to Service Agreement #C-05-191-09-25 with EVERCOM SYSTEMS, INC., a division of SECURUS TECHNOLOGIES for "INMATE PAY TELEPHONE SERVICES" for Hidalgo County Sheriff's Office.

B. AI-24375 *approved* Requesting authority for Co Judge to execute awarded agreement (approved on CC 09/14/10) with Dos Logistics, Inc., for "Building Repairs and/or Renovations for Hidalgo County Pct 2 Area-On an as needed basis." C-10-279-09-14

C. AI-24351 *approved* Requesting approval to correct commencement date from 08-17-10 to 12-14-10 (to coincide with vendor's insurance compliance), with BFI Waste Services of Texas for "Garbage Collection at Los Ebanos Pavilion," and with authority for Co. Judge to execute contract-C-10-244-08-17.

D. AI-24333 *approved* Hidalgo County Precinct 3 is formally requesting authorization and approval to remove the following Hidalgo County Fixed Assets from the current inventory list:

| | Asset Tag# | Description | Serial No. |
|----|------------|---------------------------------------|------------|
| 1. | 20680 | Magnum Kohler Marine Water | 8211432 |
| 2. | 23630 | Thermo Pothole Patcher (W#Unit 23629) | JO377 |

E. AI-24340 *approved* Hidalgo County Precinct 4 is formally requesting approval to remove the following Hidalgo County fixed assets from the current inventory list:

| | Asset Tag# | Description | Serial No. |
|----|------------|--------------------------|--------------|
| 1. | 49124 | Stationary Water Pump | 12H3320115B8 |
| 2. | 28868 | 2000 Gal. Water Tank | N/A |
| 3. | 51013 | Echo CS 450 Chain Saw | C05812008939 |
| 4. | 46774 | Echo CS 510/20 Chain Saw | C02803012997 |

F. AI-24344 *approved* Requesting approval to correct commencement date from 12-4-10 to 12-14-10, to awarded agreement (approved CC 11/30/10) with BIO-OPS MEDICAL WASTE SERVICES, LLC, for "Hidalgo County-Bio-Hazardous Medical Waste Disposal Services," C-10-364-12-14

AI-24382

11.A.

HCSO-AMENDMENT #1-C-05-191-12-06-Evercom Systems, Inc, a division of Securus Technologies

CC CONSENT

Date: 12/13/2010
 Submitted By: Letty Saenz, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

Approval of Amendment No. 1 to Service Agreement #C-05-191-09-25 with EVERCOM SYSTEMS, INC., a division of SECURUS TECHNOLOGIES for "INMATE PAY TELEPHONE SERVICES" for Hidalgo County Sheriff's Office.

BACKGROUND

Amendment No. 1-C-05-191-12-06-Evercom Systems, Inc, a division of SECURUS TECHNOLOGIES
 Contract#C-05-191-12-06

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-280-001-0-432/532
 FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:

FISCAL YEAR: ACCT. #:
 FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:

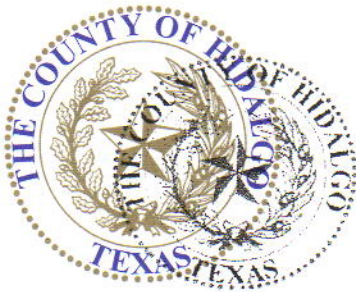
This is a revenue generating project and does not require County expenditures.

Attachments

Link: [Contract Document#C-05-191-12-06-Evercom Systems, Inc](#)
 Link: [amendment](#)

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---------------------------------|-----------------------|---------------|---------------------------------|--------|
| 1 | Purchasing Department | Marty Salazar | 12/09/2010 05:13 PM | APRV |
| 2 | Budget & Management | Erika Zamora | 12/09/2010 05:44 PM | APRV |
| 3 | Manuel Chapa | Manuel Chapa | 12/10/2010 07:42 AM | APRV |
| 4 | Auditor's Office | | 12/10/2010 08:02 AM | NEW |
| Form Started By: Letty Saenz | | | Started On: 12/09/2010 04:30 PM | |
| Final Approval Date: 12/10/2010 | | | | |



PURCHASING DEPARTMENT
PURCHASING DEPARTMENT
County Of Hidalgo
County Of Hidalgo

November 10, 2010

Misty Morse, Executive Assistant
EVERCOM SYSTEMS, INC. a division of
SECURUS TECHNOLOGIES
14651 Dallas Parkway Suite 600
Dallas, Texas 75254
Ph. (972) 277-0300

Via facsimile (972) 277-0301
Via email mmorse@securustech.net

Re: **EXTENSION - SIXTY (60) DAY GRACE PERIOD - C-05-191-12-06-"INMATE PAY TELEPHONE SERVICES" - HIDALGO COUNTY**

Dear Ms. Morse:

Commissioners' Court will take applicable action (**Tuesday, November 16, 2010**) in connection with the Hidalgo County's option to exercise the **Sixty (60) Day grace period** as stated in the current contract in place while the procurement process is completed. (**Commencing, December 6, 2010 - Expiring, February 5, 2011**) or (**upon completion of the procurement process which ever comes first**) under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, November 12, 2010, attn: Leticia Saenz, Contracts Mgr. to facsimile (956) 318-2629 or via email leticia.saenz@co.hidalgo.tx.us.

By: _____

Date: 11-11-10

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

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: File

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Pct. #4) for the purposes of award for: **November 16, 2010** "Faysville Pump House Force Main Pipe Materials Only" through project #2010-338-10-13-OGG to Aguaworks Pipe & Supply, LLC as the lowest responsible bidder meeting all specifications in an amount of \$61,558.88

C. Facilities Management:

1. AI-23893 **approved** a. Acceptance of proposal received (for the purpose of award) from Quest Construction Products, LLC/Hydro Stop Inc, LLC (through Hidalgo County's membership/participation with state, cooperative purchasing programs and/or interlocal awarded HCDE, Choice Facility Partners Contract #08/021JC-01) for the purchase of roofing materials and related accessories, to include, but not limited to delivery and any other items needed to complete the: "Roof Repair to the Rudy De La Viña Juvenile Detention Center located at 3100 So. Bus. Hwy 281 Edinburg, TX which is being renovated/converted into an autopsy facility in an amount of \$40,836.06 through project #2010-359-OGG;

approved b. Acceptance of proposal received (for the purpose of award) from Quest Construction Products, LLC/Hydro Stop Inc, LLC (through Hidalgo County's membership/participation with state, cooperative purchasing programs and/or interlocal awarded HCDE, Choice Facility Partners Contract #08/021JC-01) for the purchase of roofing materials and related supplies/accessories, including, but not limited to delivery and any other items needed to complete the: "Roof Repair to Surplus Warehouse adjacent to the Elections Warehouse located at 317 N. Clossner Edinburg, TX in the amount of \$5,493.11 through project #2010-371-OGG.

D. Colonia Access Program Pct. 1 / Agapito Vargas

1. AI-23804 **approved a-b** Acceptance and approval of the following items in connection with Colonia Boyce (Pct No. 1) with Valley Paving as submitted through project engineer L. L. Rodriguez (C-CAP-09-469-04-06):

- a. Application for Payment No. 4 Retainage Release in the amount of \$11,910.94;
- b. "Certificate of Construction Completion" reflecting the date of September 10, 2010.

E. Sheriff's Office

1. AI-23950 **approved** Requesting authority to exercise the sixty (60) day grace period extension as provided in the current contract for: "INMATE PAY TELEPHONE SERVICES" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with EVERCOM SYSTEMS, INC a DIVISION OF SECURUS TECHNOLOGIES-effective 12/06/10 - 02/05/11, or (upon completion of the procurement process which ever comes first)

F. Co. Wide

1. **nothing to report** **HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS-** Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contracts (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment(s) and County Judge or Presiding Officer to execute necessary/required document(s)

17. Adjourn

AI-23950

16.E.1.

**HCSO-Sixty (60) Day Extension-INMATE PAY TELEPHONE SERVICES-
Evercom Systems Inc a Division of SECURUS TECHNOLOGIES-C-05-191-
12-06**

CC REGULAR

Date: 11/16/2010
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

Requesting authority to exercise the sixty (60) day grace period extension as provided in the current contract for:"INMATE PAY TELEPHONE SERVICES" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with EVERCOM SYSTEMS, INC a DIVISION OF SECURUS TECHNOLOGIES-effective 12/06/10 - 02/05/11, or (upon completion of the procurement process which ever comes first)

BACKGROUND

60 Day Letter of Extension to Evercom Systems Inc a Division of Securus Technologies
Contract #C-05-191-12-06

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-280-001-0-432/532
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Funding available as of 11-12-10.

Attachments

Link: [60-Day Letter of Extension-Evercom Systems Inc a Division of Securus Tech-C-05-191-12-16](#)
Link: [contract# C-05-191-12-16](#)

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|-----------|-----------------------|---------------|---------------------|--------|
| 1 | Purchasing Department | Marty Salazar | 11/12/2010 11:08 AM | APRV |
| 2 | Budget & Management | Erika Zamora | 11/12/2010 01:00 PM | APRV |
| 3 | Manuel Chapa | Manuel Chapa | 11/12/2010 03:24 PM | APRV |
| 4 | Auditor's Office | Angela Garcia | 11/12/2010 04:52 PM | APRV |

Form Started By: Letty Saenz Started On: 11/10/2010 04:54 PM
Final Approval Date: 11/12/2010

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 s 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).

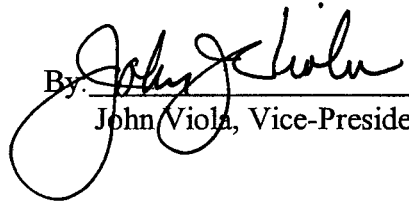
36. Contractor shall, on thirty days notice, provide to County all bonds and records concerning this Contract and/or County's facility which is the subject of this contract for County's Auditor or other representatives for purpose of inspection and/or audit to verify Contractor's compliance with the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

EXECUTED as of the day and year first written above.

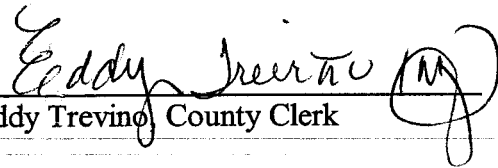
COUNTY:

CONTRACTOR:

By: 
Ramon Garcia, County Judge

By: 
John Viola, Vice-President

ATTEST:


Eddy Trevino, County Clerk

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

Approved on Commissioners' Court December 6, 2005

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

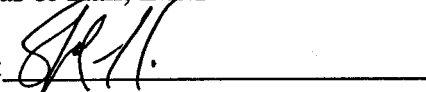
By: 

EXHIBIT "A"
REQUIREMENTS

EXHIBIT "A"

**HIDALGO COUNTY ADULT DETENTION FACILITY
REQUEST FOR PROPOSALS**

RFP NO: 2005-191-11-02ROL

BY ORDER OF THE COMMISSIONERS' COURT OF HIDALGO COUNTY, TEXAS sealed proposals will be received for:

HIDALGO COUNTY ADULT DETENTION FACILITY - "INMATE PAY TELEPHONE SERVICES"

TO PROVIDE for a two (2) year contract commencing upon termination of current contract and with the County's option to extend for three (3) additional one (1) years terms under the same rates terms and conditions. Hidalgo County reserves the right to continue this bid for an additional (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next contract term.

PRE-CONFERENCE MEETING: A pre-proposal conference (walk through) will be held at the County of Hidalgo Adult Detention Facility located at 711 El Cibolo Rd. in Edinburg TX. 78504 on **TUESDAY, OCTOBER 18, 2005 AT 2:00 P.M..**

IT IS UNDERSTOOD that Hidalgo County reserves the right to reject any or all proposals as it shall deem to be in the best interest of the County. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation taking into consideration the relative importance of services and other evaluation factors set forth in the request for proposals.

PROPOSALS SHALL include the RFP and all additional documents submitted. The proposal shall be placed in a sealed envelope, with each page manually signed by a person having the authority to bind the firm in a contract and shall be clearly marked on the outside as shown below. **FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.**

SUBMISSION OF PROPOSALS: TEN (10) COPIES OF ALL PROPOSALS SHALL BE SEALED, WITH PROPER BID NUMBER AND PROJECT NAME WRITTEN ON THE OUTSIDE OF THE ENVELOPE AND SUBMITTED AS OFFEROR'S RESPONSE TO:

**MARTHA L. SALAZAR, CPPB/PURCHASING AGENT
HIDALGO COUNTY PURCHASING DEPARTMENT
100 EAST CANO, 4TH FLOOR (ADMINISTRATION BUILDING)
EDINBURG, TEXAS 78539**

ENVELOPE CLEARLY MARKED: RFP NO. 2005-191-11-02ROL - HIDALGO COUNTY ADULT DETENTION FACILITY - "INMATE PAY TELEPHONE SERVICES"

ADDITIONAL specifications may be obtained by calling the Hidalgo County Purchasing Department at (956) 318-2626 or may be picked up at 100 E. Cano St., 4th Floor (Administration Building), Edinburg, Texas, during the normal business hours of 8:00 a.m. to 5:00 p.m.

EXHIBIT "A"

REQUEST FOR PROPOSALS

HIDALGO COUNTY ADULT DETENTION FACILITY

"INMATE PAY TELEPHONE SERVICES"

RFP NO: 2005-191-11-02ROL

PURPOSE

The Commissioners Court of Hidalgo County is requesting proposals from qualified vendors to provide telephone equipment and services for LOCAL, INTRALATA, INTERLATA COINLESS INMATE TELEPHONE SERVICE at the HIDALGO COUNTY ADULT DETENTION FACILITY. It is County's intent to select only ONE company to provide the equipment and services specified.

GENERAL INFORMATION

Firms or companies desiring to provide services, described in the SCOPE OF SERVICE shall submit ONE (1) ORIGINAL AND TEN (10) COPIES of their proposal by no later than 9:30 A.M., ON WEDNESDAY, NOVEMBER 2, 2005, to the attention of the Hidalgo County Purchasing Agent, Martha L. Salazar, CPPB, located at 100 East Cano, 4th Floor (Administration Building), Edinburg, Texas 78539. PROPOSALS RECEIVED AFTER DATE AND TIME SPECIFIED WILL BE RETURNED UNOPENED. The County will not be responsible for late deliveries or mail delays. FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.

APPLICABLE LAWS

The contract shall be constructed according to the laws of the STATE OF TEXAS and Hidalgo County. The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract, the awarded, is performable in Hidalgo County.

QUESTIONS REGARDING THIS R.F.P.

Hidalgo County is bound by statements made or information given during the procurement consideration and award ONLY when such statements or information are written and executed under authority of Hidalgo County Commissioner's Court.

This provision exists solely for the convenience and administrative efficiency of Hidalgo County. No proposer or other third party gains any rights by virtue of this provisions or the application thereof, nor shall any proposer or third party have any standing to sue or cause an action arising herefrom.

PERFORMANCE BOND

The successful bidder 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, a Cashier's Check or Irrevocable Letter of Credit issued by a Federally insured banking institution to the County of Hidalgo within ten (10) calendar days after award of the contract, and prior to any installation work or equipment delivery. The performance bond must be made payable to Hidalgo County in the amount of TWENTY THOUSAND DOLLARS (\$20,000.00) and will be retained during the full period of the contract and/or renewals. No personal or company checks are acceptable. The contract number and dates of performance must be specified in the performance bond. In the event that Hidalgo County exercises its option 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 paragraph, in an amount stipulated at the time of the contract renewal.

AMERICAN WITH DISABILITIES ACT

In connection with the furnishings of goods and services under this contract, the Vendor and Vendor's subcontractors shall comply with all applicable requirements and provisions of the American with Disabilities Act (ADA).

ASSIGNMENT OF CONTRACT

The services to be performed by the Vendor shall not be assigned, sublet, or transferred without prior written approval of the County, nor shall the Vendor assign any monies due or to become due to him under any contract entered into with the County pursuant to these specifications, without prior written approval of the County.

TERMS AND CONDITIONS

The County reserves the right to accept and/or reject any or all proposals, with or without cause, to waive any technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within fifteen (15) days after the award of the proposal.

The County reserves the right to request clarification of information submitted and to request additional information from one or more proposers. The decision of the County is final and binding.

Proposal must be valid for ninety (90) days and shall constitute an irrevocable offer to provide the products and services set forth in the Request For Proposals until one or more contracts have been awarded.

All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed on to the County.

All compensation to the county will be in the form of monthly commission payments only. No signing bonuses, equipment, gifts, or favors of any kind will be considered or accepted. Offering of such items may cause your proposal to be rejected and eliminated from consideration.

All records, documents and information collected and/or maintained by others in the course of the preparation of this proposal shall be made accessible to the County for purposes of inspection, reproduction, and audit with out restriction. The proposed Vendor shall agree that the County or its designees may audit, examine, and copy any and all books, records, and information relating to the proposed Vendor's services at no additional cost to Hidalgo County. Also the proposed vendor must maintain all records until the contract is awarded.

INSURANCE AND LIABILITY REQUIREMENTS

Successful vendor shall defend, indemnify and save harmless Hidalgo County and all its elected officials officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful vendor shall pay any judgment and costs which may be obtained against Hidalgo County growing out of such injury or damages.

SELECTION/EVALUATION CRITERIA

The County shall make a selection(s) based upon the following criteria:

| CRITERIA | WEIGHT |
|---|---------------|
| Commission..... | 35 % |
| Experience, Reliability and Stability | 30 % |
| Proposed Method of Performance | 05 % |
| Equipment | 15 % |
| Services | 15 % |

CAUSE FOR TERMINATION

In the event that the Vendor shall fail to perform, keep and observe any of the terms, covenants and conditions of the contract to be performed, the County shall give the Vendor written notice of such default and in the event said default is not remedied to the satisfaction and approval of the County within thirty (30) calendar days of receipt of such notice by the Vendor, the Vendor shall have no right to further perform under this contract.

The County, at its sole discretion, may terminate this contract, if in the County's opinion, the Vendor is carrying out the terms of the Contract in an unreasonable, unprofessional, or unworkmanlike manner. Said termination notice for this particular reason shall occur upon the provision of written notice at least thirty (30) calendar days in advance of the date of the proposed termination.

This agreement may be terminated by either party only upon notice, in writing, delivered to the other party at least sixty (60) days in advance of the effective date of the termination.

Should the Vendor for any reason become unable to complete the work called for by virtue of the Agreement for Inmate Telephone Service, the County may, in its sole discretion, call the performance bond due, in full, as and for such nonperformance, and/or as liquidated damages.

VENDOR SELECTION CHALLENGE

If a vendor should desire to challenge the County Commissioners' award decision for this RFP, the appealing vendor shall post a bond, naming Hidalgo County as the protected party, in the amount of Fifteen Thousand Dollars (\$15,000.00). This bond will be forfeited to Hidalgo County in the event the appeal is denied. Further, the appealing vendor shall bear all costs of the appeal process and all costs to provide any temporary Inmate Telephone Service.

CONFLICT OF INTEREST

The Vendor represents, warrants, and affirms that it shall not take any actions in performing its duties and obligations under this Agreement that would constitute any bids, prejudice, or advantage that would be of benefit to any third party attempting to contract with the County for the provision of inmate telephone service. The Vendor further represents, warrants, and affirms that it has not, and will not during the term of this proposal process, offer any payment or donations of monies or services to any third party of this contract with the County regarding the provisions of Inmate Telephone Service to the County.

Include a **NOTARIZED** statement of the above paragraph in your proposal certifying that no member of your company ownership, management or staff has a vested interest in any aspect or department of the County. Also specify that you have and will comply with the above Conflict of Interest Statement.

HISTORICAL DATA APPROACH

Describe how your firm plans to approach this project to ensure your work meets and continues to provide for the needs of the County as expressed in the list below and the Scope Of Work section.

- 1) Fully describe the installation requirements necessary for your proposed equipment and services.
- 2) What environmental conditions must be in place for your equipment to function properly?
- 3) Vendor must submit an implementation plan containing all steps and time frames for installation of telephone sets, common equipment, local access lines, long distance carrier service, and any other factors affecting the installation process. (Fully documented Pert/Gnatt charts are acceptable.) This implementation plan will become a part of the contract and must be followed. All telephones must be "cut over" operational and removed within five (5) working days of the proposed cut over date.
- 4) Use of existing or in-place conduit, raceways, cable ways, cable, inside wiring, telephone set mountings, switches, terminal boxes, and terminals within the facility are at the risk of the contractor. No exposed wiring will be permitted. Ownership of any wiring or conduit placed under by the successful bidder, becomes the county's upon termination and/or expiration of contract.
- 5) Please explain how your company provides remote diagnostics, programming, polling and system alarm reporting.

- 6) The successful bidder must provide all necessary labor, parts, materials, and transportation to maintain all inmate telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the contract. No charge may be made to Hidalgo County for maintenance of the system. The Vendor will provide, at no cost to Hidalgo County, any system upgrades, or additional features developed in a timely manner as required by the County.
- 7) For repair service, the Vendor 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 four (4) hours following a service request. A complete list of contractors/subcontractors managers, administrators, technicians, etc.. must be provided to Hidalgo County. This includes a complete list of business, cellular and beeper numbers; the Vendor's management home and emergency phone numbers must also be furnished. Provide a copy of your current repair procedure policy for both normal maintenance and emergency outages.
- 8) A toll-free reporting number, answered twenty-four (24) hours a day, 365 days a year, must be provided to Hidalgo County for trouble reporting and service requests.

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 modern 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 they are 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 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

5.0 PROPOSER'S EXPERIENCE

Proposers must have extensive positive experience with the provision of inmate phone services to similar institutions. Specifically:

- A. Proposers must provide five correctional facility references that currently utilize the proposed equipment for inmate calling. Contact names and telephone numbers must also be provided.
- B. Proposers must provide a list of all Texas correctional facilities previously served and the reason they are no longer customers. Contact names and telephone numbers must also be provided.
- C. Proposers must provide the following information for the ICP manufacturer: total number of inmate phone system in service, average number of months in service, and the average number of phones per site for the manufacturer's entire customer base.
- D. Proposers must clarify its relationship with the manufacturer as it pertains to the ability to support the proposed hardware and software throughout the contract term and any extensions thereto.

UNBILLABLE CALLS

The selected Vendor shall not charge or bill for incomplete or non-accepted collect calls. The County will not be responsible for any unbillable, uncollectible, or fraudulent telephone calls nor shall any revenues be deducted from the county's commission in payment for such calls. The selected Vendor will bear sole responsibility for the collection of such calls and the costs associated with the collection. No calls will be blocked because of the lack of a billing agreement with a local exchange carrier. Universal calling and billing of all calls is required within the Continental United States.

Prepaid Collect System must be able to allow for pre-paid collect calls. Funds will be paid into commissary account and credit issued through call processing equipment.

Prepaid Debit System must be able to allow for prepaid debit card.

COMMISSION AMOUNT AND PAYMENT

The selected Vendor will pay commissions to Hidalgo County a firm, fixed percentage of gross revenue on **ALL** calls originated from the Hidalgo County Jail Facilities. **APPENDIX A, PROPOSAL RESPONSE SHEET** provides space to record the percentage of commission to be paid on each call. Gross revenue is defined as the total revenue earned from usage charges **BEFORE** operational costs are deducted. That is, total revenue due from customers before uncollectible, billing fees, or any other costs or payments to suppliers are disbursed.

Commission will be due and payment expected by the twenty-fifth (25) day following the last day of the month in which the call generating the revenue is completed.

COSTS TO THE COUNTY

There will be no one time, monthly, or reoccurring costs for facilities rearrangement, Vendor reimbursable expenses, line or access charges to the county for any reason.

Costs of RFP response, preparation, production, handling, administration, and delivery shall be borne by each responding company and at no time chargeable to the County.

The company selected will be required to furnish lien releases for any / all equipment and services provided for the county.

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto the Hidalgo County.

LIEN AND ACCESS CHARGES

The selected Vendor will pay all line charges, access charges, billing charges, special equipment charges, fees levies, service connected charges and/or any other assessed in connection with the provision of this service with no deductions allowed from the monthly commission payment. No charges for this service shall be processed through the County and the County cannot be included or in anyway held responsible for the selected Vendor's non-payment of line and access charges.

CUSTOMER SERVICE

Each respondent shall provide a description of its customer servicing provisions including procedures used to handle customer complaints and average length of time to resolve the complaint. Describe the procedure used to reimburse the customer for incorrect billings and include the minimum and maximum length of time to effect this reimbursement.

REQUIRED MONTHLY REPORTS

The selected Vendor shall provide the County the option of receiving reports on High Density diskettes and/or paper each month. These reports will be generated in time to arrive at the County's office no later than the twenty-fifth day following the close of the monthly report period. The format and style and make-up of the report will be determined after contract award. One (1) copy of all reports will be sent to the Hidalgo County Auditor and one (1) copy of each report will be sent to the Hidalgo County Sheriff. Operating software to utilize reports furnished on diskette will be at no cost to the county. Suitable training to facility personnel will also be provided by the selected Vendor at no cost to the County.

USAGE REPORTS

Reports showing the following for each monthly period will be required:

- Total minutes of usage by individual telephone
- Total minutes usage for the Facility
- Total minutes usage by calendar date
- Total call revenue dollars billed (Collected or Not)
- Total surcharge dollar amount billed
- Total dollar amount due the County based upon contractual agreement
- Summary usage of all calls from all telephones in minutes
- Summary usage showing total number of calls placed during period
- Total dollar cost billed per telephone

MONTHLY DETAIL CALL RECORD REPORT

This report will be a verbatim listing of the individual call record detail listing the following:

- Originating Cell Location Number
- Terminating Telephone Number
- Time of Call Origination
- Duration of Call
- Date of Call
- Cost of This Call (Including surcharge, less taxes)

MONTHLY MAINTENANCE AND REPAIR RECORD

This report will show the following items each month:

- Number of troubles received
- Number of troubles cleared
- Description of the troubles cleared
- Number of troubles pending disposition
- Average clearing time on closed cases

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

_____. Inmate Telephone Vendor hereby agrees to bid and pay Hidalgo County the following monthly, flat-rate commission payment for the business opportunity to install, service, and collect inmate telephone call fees at the Hidalgo County Jail. This payment is based upon the **GROSS BILLED REVENUE**.

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: _____ %

Numerical Percentage offered: _____ %

B. Monthly Telephone Flat Rate Revenue for LONG DISTANCE SERVICE (Enter percent in both words and numerically)

Percent of monthly **GROSS BILLED** revenue from all installed telephones:

Percentage offered in words: _____ %

Numerical Percentage offered: _____ %

C. Provide your definition of GROSS BILLED REVENUE in the following terms.

| Billed Charge For A Cell | Any Deductions | | GROSS BILLED REVENUE |
|-----------------------------|-------------------|---|---------------------------------|
| | LESS | = | |

PROPOSAL COMPANY: _____

COMPANY NAME: _____

SIGNATURE OF PRINCIPLE ABLE TO BIND COMPANY

TYPED OR PRINTED NAME OF THE ABOVE:

TITLE: _____

DATE: _____

APPENDIX B

HIDALGO COUNTY

HIDALGO COUNTY ADULT DETENTION FACILITY

"INMATE PAY TELEPHONE SERVICES"

REQUEST FOR PROPOSAL

1. The following data constitutes the response dated _____, 20__ to the Hidalgo County Inmate Telephone Services RFP, dated _____, 20__, from _____ located at _____, telephone number (956) _____ fax number (956) _____. This proposal is valid and will be honored for sixty (60) days from the date above entered and any requested extensions will be considered.

I. General Terms and Conditions

1. Performance Bond

It is understood and _____ agrees to comply, and if selected, will furnish a performance bond in the form of a bond issued by a surety company authorized to do business in the State of TEXAS, a Cashier's Check or Irrevocable Letter of Credit issued by a Federally insured banking institution of the County of Hidalgo within ten (10) calendar days after award of the contract, and prior to any installation work or equipment delivery. The performance bond must be made payable to Hidalgo County in the amount of \$20,000.00. No personal or company checks are acceptable. The contract number and dates of performance will be specified in the performance bond. In the event the Hidalgo County exercises its option to extend the contract for an additional period, the contractor be required to maintain the validity and enforcement of the bond for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of the contact renewal.

2. American with Disabilities Act

It is understood and _____ agrees to comply, and, if selected, furnish all goods and services as specified under the contract, **by ourselves** and our subcontractors, and shall comply with all applicable requirements and provisions of the American with Disabilities Act (ADA).

3. Assignment of Contract

It is understood and _____ agrees to comply, and, if selected, furnish the services to be performed under the contract and shall not assign, sublet, transfer, nor assign any monies due or to become due under any contract entered into with the County pursuant to these specifications, without prior written approval of the County.

4. Conflict of Interest

It is understood and _____ agrees to provide a Notarized No Conflict of Interest STATEMENT as specified on page 4 of RFP is attached and labeled as _____.

Client List

A current client list is attached and five (5) current references for similar programs are as follows:

1. _____

2. _____

3. _____

4. _____

5. _____

II. Historical Data Of Firm

1. Complete company official name _____

Previous name of business _____

Complete mailing address _____

2. Brief historical summary of the firm is:

3. Listing of current litigation, outstanding judgements and liens is:

4. A list of any location(s) where _____ has not been allowed to fulfill the complete term(s) of its contract, in providing Inmate Telephone Service, is attached and labeled as _____. Please include all details of the termination of prior services.

III. Key Personnel

1. The years of experience and qualifications of the key individuals assigned to the Hidalgo County Inmate Telephone Service are:
2. _____

**INFORMATION FOR PROPOSERS
CURRENT STATISTICAL INFORMATION ABOUT HIDALGO COUNTY JAIL & PHYSICAL COUNT**

As of 04-1-05

Average Daily Population (past six (6) months-(04-1-05 through 09-30-05).....62

Current Capacity of Facility.....1,232

Number of **FIXED** telephones to be installed..... 136

Number of **ROLLING CART** Telephones.....4

Average number of bookings per month (past six (6) months-(04-1-05) through (09-30-05)..... 1,212

Telephones are normally available from 7a.m. to 10 p.m. each day Sunday through Thursday.

Telephones are normally available from 7 a.m. to 12 a.m. on Fridays and Saturdays.

TELEPHONE PLACEMENTS:

| | |
|--|------------------------------------|
| 1. Six (6) Phones Main Lobby | 3. Three (3) Phones Booking |
| 2. Six (6) Phones Single Cell Lobby | 4. Two (2) Release Waiting |

ALPHA SECTION DORMITORIES:

| POD | NUMBER OF PHONES | TYPE |
|--------------|------------------|-------|
| 1-A | 2 | FIXED |
| 2-A | 2 | FIXED |
| TOTAL | 4 | |

ALPHA SECTION MULTIPLE OCCUPANCY CELLS:

| POD | NUMBER OF PHONES | TYPE |
|--------------|------------------|-------|
| MO-1 | 1 | FIXED |
| MO-2 | 1 | FIXED |
| MO-3 | 1 | FIXED |
| MO-4 | 1 | FIXED |
| MO-5 | 1 | FIXED |
| TOTAL | 5 | |

ALPHA SECTION SEPARATION CELLS

| CELL | NUMBER OF PHONES | TYPE |
|--------------|------------------|---------|
| ALL (12) | 1 | ROLLING |
| TOTAL | 1 | |

BRAVO SECTION MULTIPLE OCCUPANCY CELLS:

| POD | NUMBER OF PHONES | TYPE |
|--------------|------------------|-------|
| BRAVO 1 | 1 | FIXED |
| BRAVO 2 | 1 | FIXED |
| BRAVO 3 | 1 | FIXED |
| BRAVO 4 | 1 | FIXED |
| BRAVO 5 | 1 | FIXED |
| BRAVO 6 | 1 | FIXED |
| BRAVO 7 | 1 | FIXED |
| BRAVO 8 | 1 | FIXED |
| BRAVO 9 | 1 | FIXED |
| BRAVO 10 | 1 | FIXED |
| BRAVO 11 | 1 | FIXED |
| BRAVO 12 | 1 | FIXED |
| BRAVO 13 | 1 | FIXED |
| BRAVO 14 | 1 | FIXED |
| BRAVO 15 | 1 | FIXED |
| BRAVO 16 | 1 | FIXED |
| BRAVO 17 | 1 | FIXED |
| BRAVO 18 | 1 | FIXED |
| BRAVO 19 | 1 | FIXED |
| BRAVO 20 | 1 | FIXED |
| BRAVO 21 | 1 | FIXED |
| TOTAL | 21 | |

CHARLIE SECTION MULTIPLE CUPANCY CELLS:

| POD | NUMBER OF PHONES | TYPE |
|---------------|-------------------------|-------------|
| CHARLIE-1 | 1 | FIXED |
| CHARLIE-2 | 1 | FIXED |
| CHARLIE-3 | 1 | FIXED |
| CHARLIE-4 | 1 | FIXED |
| CHARLIE-5 | 1 | FIXED |
| CHARLIE-6 | 1 | FIXED |
| CHARLIE-7 | 1 | FIXED |
| CHARLIE-8 | 1 | FIXED |
| CHARLIE-9 | 1 | FIXED |
| CHARLIE-10 | 1 | FIXED |
| CHARLIE-11 | 1 | FIXED |
| CHARLIE-12 | 1 | FIXED |
| CHARLIE-13 | 1 | FIXED |
| CHARLIE-14 | 1 | FIXED |
| CHARLIE-15 | 1 | FIXED |
| CHARLIE-16 | 1 | FIXED |
| CHARLIE-17 | 1 | FIXED |
| CHARLIE-18 | 1 | FIXED |
| CHARLIE-19 | 1 | FIXED |
| CHARLIE-20 | 1 | FIXED |
| CHARLIE-21 | 1 | FIXED |
| CHARLIE-22 | 1 | FIXED |
| CHARLIE-23 | 1 | FIXED |
| CHARLIE-24 | 1 | FIXED |
| CHARLIE-25 | 1 | FIXED |
| CHARLIE-26 | 1 | FIXED |
| CHARLIE-27 | 1 | FIXED |
| CHARLIE-28 | 1 | FIXED |
| CHARLIE 29 | 1 | FIXED |
| CHARLIE-30 | 1 | FIXED |
| TOTALS | 30 | |

DELTA SECTION SINGLE CELL

| POD | NUMBER OF PHONES | TYPE |
|---------------|------------------|-------|
| DELTA-1A | 2 | FIXED |
| DELTA-1B | 2 | FIXED |
| DELTA-2A | 2 | FIXED |
| DELTA-2B | 2 | FIXED |
| DELTA-3A | 2 | FIXED |
| DELTA-3B | 2 | FIXED |
| DELTA-4A | 2 | FIXED |
| DELTA-4B | 2 | FIXED |
| TOTALS | 16 | |

ECHO SECTION SEPARATION CELLS:

| CELL | NUMBER OF PHONES | TYPE |
|---------------|------------------|--------------|
| ALL (48) | 1 | ROLLING CART |
| TOTALS | 1 | |

FOX SECTION DORMITORIES:

| POD | NUMBER OF PHONES | TYPE |
|---------------|------------------|-------|
| FOX-1A | 2 | FIXED |
| FOX-1B | 2 | FIXED |
| FOX-2A | 2 | FIXED |
| FOX-1B | 2 | FIXED |
| FOX-3A | 2 | FIXED |
| FOX-3B | 2 | FIXED |
| FOX-4A | 2 | FIXED |
| FOX-4B | 2 | FIXED |
| TOTALS | 16 | |

GULF SECTION DORMITORIES:

| POD | NUMBER OF PHONES | TYPE |
|---------------|------------------|-------|
| GULF 1-A | 2 | FIXED |
| GULF 1-B | 2 | FIXED |
| GULF 2-A | 2 | FIXED |
| GULF 2-B | 2 | FIXED |
| GULF 3-A | 2 | FIXED |
| GULF 3-B | 2 | FIXED |
| GULF 4-A | 2 | FIXED |
| GULF 4-B | 2 | FIXED |
| TOTALS | 16 | |

HOTEL SECTION DORMITORIES:

| POD | NUMBER OF PHONES | TYPE |
|---------------|------------------|-------|
| HOTEL-1A | 2 | FIXED |
| HOTEL-1B | 2 | FIXED |
| TOTALS | 4 | |

INFIRMARY SECTION DORMITORIES:

| POD | NUMBER OF PHONES | TYPE |
|---------------|------------------|-------|
| INFIRMARY-1 | 1 | FIXED |
| INFIRMARY-2 | 1 | FIXED |
| INFIRMARY-3 | 1 | FIXED |
| TOTALS | 3 | |

INFIRMARY SECTION NEGATIVE PRESSURE CELLS:

| POD | NUMBER OF PHONES | TYPE |
|--------------------|------------------|--------------|
| INFIRMARY-ALL (16) | 1 | ROLLING CART |
| TOTAL | 1 | |

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