

**REQUIRMENTS AGREEMENT
HIDALGO COUNTY INMATE PAY
TELEPHONE SERVICES AGREEMENT
C-11-019-09-06**

THIS AGREEMENT is made and entered into this 6th day of **SEPTEMBER, 2011**, by and between **HIDALGO COUNTY, TEXAS** (hereinafter referred to as "County") and **VALUE ADDED COMMUNICATIONS, INC.** (hereinafter referred to as "Contractor").

WITNESSETH:

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

WHEREAS, Contractor was the successful bidder in response to the Request for Proposals (RFP) 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 (RFP), 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 as fully as if set forth verbatim in this Contract:

- a. RFP dated **SEPTEMBER 6, 2011** (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 **Mark Turner, President/ Chief Operations Officer** 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");
- 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. 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 County. In addition to all other Services, Contractor shall provide at no cost to County, three (3) portable telephones, two (2) TDD's (telephone communication devices for the hearing impaired), and five (5) spare/replacement telephones (for use if telephones are not functioning).

b. **Maintenance.** Contractor will respond to a maintenance or repair request from County within 24 hours for minor outages and within 3 hours for major outages. A minor outage is defined as the inability to originate calls from less than 25% of the stations served by Contractor. A major outage is defined as the inability to originate calls from 25% or more of the stations served by Contractor.

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 VALUE ADDED COMMUNICATIONS.

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

- a. **75%** of the gross billed revenue for "flat rate" Local Collect calls.
- b. **75%** of gross billed revenue for Long Distance Collect calls.
- c. Ten Dollar (\$10.00) Card will cost Hidalgo County Sheriff's Office Two Dollars and Fifty Cents (**\$ 2.50**) each.

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 calculating 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 Exhibit (b) below, the term of this Agreement shall be for a period of **Two (2) Years** commencing **September 6, 2011** and County's sole option to extend/renew for an **additional Three (3) Year term** based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining

unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract

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 without cause.

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 as 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 require by applicable law no person or entity other than County and Contractor.

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

a. 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.

b. 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 material 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 material 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, a Cashier's Check or Irrevocable Letter of Credit to the County of Hidalgo 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 **September 6, 2011** and the Services shall be completed on or before **September 7, 2013**.

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 the 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 this 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 Contractor 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
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Contractor: Value Added Communications, Inc.
Attn: Mark Turner, President/Chief Operations Officer
3801 E. Plano Parkway, Suite 100
Plano, Texas 75074

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. County may terminate this Contract at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Contractor.

36. *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 the County under this Contract, County may terminate this Contract upon sixty (60) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Contract at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

EXECUTED as of the day and year first written above.

APPROVED AS TO FORM:

Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

**COMPANY:
VALUED-ADDED COMMUNICATIONS, INC.**

By: _____

Printed Name: Mark Turner

Title: President/Chief Operating Officer

EXHIBIT "A"

REQUEST FOR PROPOSALS (RFP) PROCUREMENT PACKET



PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR PROPOSALS (RFP) CHECKLIST

"INMATE PAY TELEPHONE SYSTEM"

RFP No 2011-019-02-09-YZV

1. Request for Proposals Letter.
2. Request for Proposals, Legal Notice, consisting of 8 pages.
3. Exhibit "A", Requirements/Scope of Services/Proposal Page(s), consisting of 23 pages.
4. Exhibit "B", Evaluation Criteria, consisting of 2 pages.
5. Exhibit "C", Insurance Requirements, consisting of 4 pages.
6. Exhibit "D", Conflict of Interest Questionnaire (CIQ), consisting of 1 page.
7. Exhibit "E", Proposer Affidavit, consisting of 1 page.
8. Proposer/Vendor Application and W-9 Form, consisting of 6 pages.
9. Certification Regarding Debarment, consisting of 1 page.
10. Draft Service Agreement, consisting of pages.

The above mentioned items shall be found in the Request for Proposals (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you,



Martha L. Salazar, CPPB, Purchasing Agent

December 20, 2011

Date



PURCHASING DEPARTMENT
County Of Hidalgo

December 20, 2010

RE: Hidalgo County-Sheriff Department
Request for Proposals
"INMATE PAY TELEPHONE SYSTEM"
RFP No 2011-019-02-09-YZV

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely


Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

RFP NO: [2011-019-02-09](#)

Buyer: YOLANDA Z VELASQUEZ

Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS
HIDALGO COUNTY – SHERIFF DEPARTMENT
“INMATE PAY TELEPHONE SYSTEM”

PROPOSAL ACCEPTANCE DATE

[FEBRUARY 09,2011](#)

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626



Form HCPD-04

1. **Sealed Proposals** will be received for "**Hidalgo County Sheriff Department – INMATE PAY TELEPHONE SYSTEM**", in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposals may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
2. **ONE (1) ORIGINAL AND SEVEN (7) COPIES** of all RFP's are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, "**RFP No: 2011-019-02-09-YZV-Hidalgo County Sheriff Department "INMATE PAY TELEPHONE SYSTEM"**" and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas on **or before 9:30 a.m. Wednesday, Month 00, 2011.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP/Q RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE WITH THE FOLLOWING REFERENCE: RFP NO: 2011-019-02-09-YZV-HIDALGO COUNTY SHERIFF DEPARTMENT "INMATE PAY TELEPHONE SYSTEM"

WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via email to yolanda.velasquez@co.hidalgo.tx.us. by NO LATER THAN Wednesday, January 26, 2011, at 5:00 p.m. Responses will be sent to all applicants by Friday January 28, 2011 at 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A)** separate and accept, or eliminate any items(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B)** reject any or all proposals/qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C)** 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 price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.
5. For work to be performed and/or services to be provided or rendered at a County owned or operated location, each submitter shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the proposal

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
7. No proposal may be withdrawn within sixty (60) days from the scheduled time to accept proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by Hidalgo County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all RFP's.
11. Costs are to be net F.O.B. destination County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County's budget for this fiscal year only. County on an annual basis has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. **DELIVERY INSTRUCTIONS:**
 - No deliveries accepted after 3:00 P.M., Monday-Friday.
 - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
 - If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626
16. **BILLING AND PAYMENT INSTRUCTIONS:**
 - Invoices must include:
 - a) Name and address of successful submitter
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **"HIDALGO COUNTY SHERIFF DEPARTMENT-"INMATE PAY**

TELEPHONE SYSTEM”

- e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

**Ray Eufrazio, CPA, Hidalgo County Auditor
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511**

17. SCHEDULE OF EVENTS

Proposal Acceptance Date:	<u>FEBRUARY 09, 2011</u>
Award of Contract	<u>2011</u>
Commence Work or Deliver Products	<u>2011</u>

18. ~~BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all submitters shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~
- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department

head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must

affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24 . Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful proposer will be in effect until:

- a)** the contract expires;
- b)** delivery and acceptance of products, and/or performance of services ordered, or;
- c)** terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

- A. Meet schedules;
- B. Pay any required fees or taxes; or
- C. Otherwise perform in accordance with the requirements.

27. Successful proposer shall defend, indemnify and save harmless 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 negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

28. Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposal shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not

picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
31. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
32. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

**Proposal for
HIDALGO COUNTY-SHERIFF DEPARTMENT
“INMATE PAY TELEPHONE SYSTEM”**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned submitter proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned submitter further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Submitter agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting proposal, as contained in the Requirements.

Respectfully submitted,

Bidder: _____
Address: _____
By: _____
Printed Name: _____
Title: _____

EXHIBIT "A"

HIDALGO COUNTY ADULT DETENTION FACILITY "INMATE PAY TELEPHONE SYSTEM & SERVICES"

REQUEST FOR PROPOSALS
RFP NO: [2011-019-02-09-YZV](#)

Hidalgo County is seeking sealed proposals from qualified vendors to provide telephone equipment and services for LOCAL, INTRALATA, INTERLATA COINLESS "INMATE PAY TELEPHONE SYSTEMS AND SERVICES FOR THE HIDALGO COUNTY ADULT DETENTION FACILITY". The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of "Inmate Pay Telephone Services for the Adult Detention Facility" as specified herein. Sealed proposals will be accepted until **9:30 a.m., Wednesday, February 09, 2011**. **ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP № [2011-019-02-09-YZV](#)
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show:

**RFP № 2011-019-02-09-YZV
Hidalgo County – Adult Detention Facility
"INMATE PAY TELEPHONE SYSTEM & SERVICES"**

ADDITIONAL INFORMATION: Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 So., Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: "RFP № 2011-019-02-09-YZV HIDALGO COUNTY ADULT DETENTION FACILITY "INMATE PAY TELEPHONE SYSTEMS & SERVICES"**

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA EMAIL TO yolanda.velasquez@co.hidalgo.tx.us , BY NO LATER THAN Wednesday, **January 26, 2011 at 5:00 p.m. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, **January 28, 2011**. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT:

Respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in Exhibit "E" certifying that the submission is **(1)** not the result of Collusion as described in the Proposer's Affidavit; **(2)** that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or **(3)** that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST:

A person, vendor, consultant or contractor required to file a conflict of interest must file an updated questionnaire each year that a contractual relationship or negotiation is pending with the County.

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

NON-COLLUSION:

Submitters, by submitting the signed Proposer's Affidavit, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or provider engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States Law.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to thoroughly review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposal procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

Hidalgo county reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

TERM:

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

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and ten (10) copies** of the RFP shall be submitted to the address on the cover letter.

SITE VISIT (WALK-THRU) PRESENTATIONS, DEMONSTRATIONS AND TESTING

A pre-proposal conference (walk thru) will be held at the County of Hidalgo Adult Detention Facility located at 711 El Cibolo Rd. in Edinburg TX. 78504 on **Tuesday January 11, 2011 AT 2:00 P.M. at this time the Presentations/Demonstrations will be scheduled.**

Presentations/Demonstrations will be held at the County of Hidalgo Adult Detention Facility located at 711 El Cibolo Rd., Edinburg, Texas 78504 and may include discussions of the proposed configurations, services, or system functionality. Demonstrations will be scheduled Tuesday, January 18, 2011 and Wednesday January 19, 2011. Presentation/Demonstration not to exceed 45 minutes.

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 commission rates, services and other evaluation factors set forth in the request for proposals.

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 here from.

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 order 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 without 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.

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.(REMOVE)

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.

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 (Marty's comment: Is this word necessary) 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 premises 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 hook switch, 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 conference-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 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" of "clicks" (i.e. answering machines.) Voice recognition is not an acceptable from 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 telephones 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

ADDITIONAL SPECIFICATIONS:

Location – GPS watch list:

Alert investigator of inmate making a call to a specific number or person and plotting GPS coordinates on map of a number or person.

24 hours support

Log in access from any computer

User auditing system

Alert on 3 way calling

Live call monitoring

Scheduler shut down, Emergency shut down

Notification of a call

Biometrics

Photo Recognition

Iris & Voice Recognition:

Be able to identify inmate by iris, voice, fingerprint and camera (pin#)

Calling Cards

Record and monitoring of inmates calls from all cells

Be able to record and monitor inmate calls made during visitation booth

Be able to record and monitor inmate calls made from booking

Be able to identify inmate by voice recognition, fingerprint, camera, (pin #)

Be able to copy recordings to CD's to be used as evidence in court

Be able to block telephone numbers where inmate is harassing caller

For investigative purposes, able to log in to system from any computer using web interface or implement through active directory.

Have a data base large enough to keep recorded calls for an extended period of time (2-3 years)

Option to have hardware and equipment at vendor's facility.

Two (2) extra rolling cards (as spare)

Detention Center has 109 visitation booths

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 Any **GROSS BILLED**

For A Cell	Deductions	REVENUE
_____	LESS _____	= _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

PHONE No: _____ **FAX No:** _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ **EMAIL:** _____

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 that 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 contract 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 judgments 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**

Average Daily Population (past six (6) months)	62
Current Capacity of Facility	1232
Number of FIXED telephones to be installed	136
Number of ROLLING CART Telephones	4
Average number of bookings per month (Past six (6) months (MM/DD/YEAR-MM/DD/YEAR))	1212

Telephones are normally available from 7 a.m. to 10 p.m. each day Sunday thru 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 OCCUPANCY 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	

For the period MONTH **, 2010 through MONTH **,2010 call data for the Hidalgo County Jail is as follows:

	Local (2.25 flat rate)				Intralata				Interlata				Interstate				Collect Calling		
	Calls	Rev.	Mins.	%	Calls	Rev.	Mins.	%	Calls	Rev.	Mins.	%	Calls	Rev.	Mins.	%	Calls	Revenue	Commission @ 50% gross
MM/YEAR	15581	\$35,057.25	172585	83.35%	2029	\$11,522.64	18540	10.85%	577	\$3,771.70	6453	3.09%	507	\$5,764.68	4227	2.71%	18694	\$56,116.27	\$28,058.14
MM/YEAR	15743	\$35,421.75	179515	85.64%	1585	\$9,206.44	15605	8.62%	655	\$4,246.52	7214	3.56%	399	\$4,715.08	3527	2.17%	18382	\$53,589.79	\$26,794.90
MM/YEAR	14883	\$33,486.75	167974	85.98%	1244	\$7,027.13	11162	7.19%	747	\$4,780.76	8030	4.32%	435	\$5,264.90	3985	2.51%	17309	\$50,559.54	\$25,279.77
MM/YEAR	14297	\$32,168.25	162921	87.93%	1044	\$5,943.82	9622	6.42%	687	\$4,229.56	6855	4.23%	231	\$2,879.35	2210	1.42%	16259	\$45,220.98	\$22,610.49
MM/YEAR	12773	\$28,739.25	140482	84.03%	1461	\$8,389.58	13857	9.61%	696	\$4,392.98	7287	4.58%	270	\$3,340.45	2555	1.78%	15200	\$44,862.26	\$22,431.13
MM/YEAR	13945	\$31,376.25	151258	87.78%	1081	\$6,190.91	10163	6.80%	574	\$3,635.99	6051	3.61%	286	\$3,553.17	2723	1.80%	15886	\$44,756.32	\$22,378.16

Present Commissions paid to Hidalgo County by present vendor are as follows:

Present rate charged per local call \$2.25

- A. 50% OF THE GROSS BILLED REVENUE FOR FLAT RATE LOCAL COLLECT CALLS.
- B. 50% OF GROSS BILLED REVENUE FOR LONG DISTANCE COLLECT CALLS.

SECTION III: SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION SYSTEM:

The evaluation consists of a one hundred (100) point scoring system. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, grade, score and evaluate the proposals received in response to this Hidalgo County request for proposals for the purpose of ranking.

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

NEGOTIATION PROCESS

The number one (1) ranked participant will be contacted to submit a contract for negotiations. If negotiations prove unsuccessful, Hidalgo County will terminate negotiations with participant and will contact the next highest ranked participant to pen negotiations. The County of Hidalgo reserves the right to reject any and all RFP's.

Any Contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

PROPOSAL SUBMITTED TO:

An original and ten (10) copies of RFP's should be submitted to:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 South Business Highway 281
Edinburg, Texas 78539

All RFP's must be submitted by no later than 9:30 a.m. on Wednesday, [FEBRUARY 09, 2011](#)

EXHIBIT "B"

SELECTION/EVALUATION CRITERIA

The County will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each proposal will be analyzed to determine overall responsiveness and qualification under the RFP. The evaluation criteria will include, but not be limited to the following:

1. COMMISSION: 35%

- Percentage of Commission for each call.
- The providers cost of the proposed service

2. EXPERIENCE, RELIABILITY AND STABILITY 30%

- Extensive Experience with provision of inmate telephone service
- Evidence of Proposers experience with similar institutions

3. PROPOSED METHOD OF PERFORMANCE 05%

- Provide sufficient professional background (references) indicative of outstanding or exceptional services.

4. EQUIPMENT 15%

- Furnish satisfactory evidence of their ability to furnish service/equipment

5. SERVICES 15%

- Experience and knowledge necessary to provide and perform the required service
- Capability to handle calls as requested in achieving and rendering all services required.

TOTAL: 100 POINTS

EXHIBIT "B"
RFP EVALUATION FORM
HIDALGO COUNTY-ADULT DETENTIN FACILITY
"INMATE PAY TELEPHONE SERVICES"

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
1. COMMISSION (35)		
➤ Percentage of Commission for each call	0-20	
➤ The providers cost of the proposed service	0-15	
Comments/Rationale for points:	TOTAL:	=====
2. EXPERIENCE, RELIABILITY AND STABILITY (30)		
➤ Extensive Experience with provision of inmate telephone service	0-15	
➤ Evidence of Proposers experience with similar institutions	0-15	
Comments/Rationale for points:	TOTAL:	=====
3. PROPOSED METHOD OF PERFORMANCE (05)		
➤ Provide sufficient professional background (references) indicative of outstanding or exceptional services	0-5	
Comments/Rationale for points:	TOTAL:	=====
4. EQUIPMENT (15)		
➤ Furnish satisfactory evidence of their ability to furnish service/equipment	0-15	
Comments/Rationale for points:	TOTAL:	=====
5. SERVICES (15)		
➤ Experience and knowledge necessary to provide and perform the requires service	0-8	
➤ Capability to handle calls as requested in achieving and rendering all services required.	0-7	
	TOTAL:	=====
TOTAL SCORE:		=====

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT “C”

Insurance Requirements

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability Insurance policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;
5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	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	INSURERS AFFORDING COVERAGE
	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

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 THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person)	\$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				GENERAL AGGREGATE	\$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP	\$
					AGG	\$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY AGG	\$
C	EXCESS LIABILITY				EACH OCCURENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- <input type="checkbox"/> OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYEE	\$
					E.L. DISEASE-POLICY LIMIT	\$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		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

Insurance Requirement Acknowledgment

I, _____, authorized representative for
_____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners= Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners= Court; currently carry the following

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Proposer: A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE:**

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permit's, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

Yes No

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

Yes No

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

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
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STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My commission expires: _____, 20__.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____ %
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$ _____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$ _____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$ _____ Description of Work to be Performed:

**Certification
Regarding Debarment, Suspension and Ineligibility**

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

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

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
CONTRACTOR'S PROPOSAL
and BEST and FINAL OFFER (BAFO)



APPENDIX A & B

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

Value-Added Communications, Inc. 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: Seventy Two and one half %
Numerical Percentage offered: 72.5 %

- 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: Seventy Two and one half %
Numerical Percentage offered: 72.5 %

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

Billed Charge Any **GROSS BILLED**

For A Call	Deductions	REVENUE
<u>\$2.25 (Local Call Example)</u>	LESS <u>\$0</u>	= <u>\$2.25</u>

Note: The example does not include any taxes or tax-like surcharges as may be mandated by any governmental taxing authority and added to the cost of the call. Such taxes are not included in gross revenue.

COMPANY NAME: Value - Added Communications, Inc.

ADDRESS: 3801 E. Plano Parkway, Suite 100

CITY: Plano STATE: TX ZIP CODE: 75074

PHONE N2: 972-535-3363 FAX No: 972-535-3332

AUTHORIZED SIGNATURE: *Mark Turner*

PRINTED NAME: Mark Turner

TITLE: President & Chief Operating Officer EMAIL: rfp@vaci.com



Keith R. Eismann
Vice President Sales
24 Reynosa
San Antonio, Texas 78261
210-385-2350
FAX 972-535-3324

June 20, 2011

Leticia Saenz
Hidalgo County
Purchasing Department
2802 S. Business Highway 281
Edinburg, Texas 78539

REF: Negotiation Discussion Agreements and Clarification
RFP No: 2011-019-02-09-YZV Hidalgo County – Sheriff Department
“Inmate Pay Telephone System and Services”

Dear Ms. Saenz:

Thank you for taking the time to meet with me on Thursday June 16, 2011 to begin the negotiation phase of the County's award of RFP No: 2011-019-02-09 YZV for Inmate Pay Telephone System and Service to Value Added Communications Inc.

Within the pages to follow, I have provided VAC's response to the negotiation item(s) and clarification questions as discussed in our meeting.

If you require any further clarifications or have additional items that need to be negotiated, I can be reached at 210-385-2350 or keith.eismann@vaci.com.

Upon completion of these negotiations and contract signature, I will bring down my installation and maintenance staff so that we can work with the appropriate Jail personnel to coordinate specific system functionality programming and install time frames.

I look forward to working with you and the Sheriff's Office,

A handwritten signature in blue ink, appearing to read "KEITH R. EISMANN", is written over a horizontal line.

Keith R. Eismann
Vice President Sales
Value Added Communications Inc.



Hidalgo County
Negotiation Agreements and Clarification Questions
June 20, 2011

Negotiation Agreements and Clarifications:

Clarification Question 1: Has Value Added Communications Inc. (VAC) been purchased by Global Tel*Link (GTL) and if yes what will be the impact to Hidalgo County's (County) contract with VAC for Inmate Telephone Services?

Response: GTL has in fact negotiated a purchase of VAC. The purchase is currently under review for approval by multiple State and Federal Governmental Regulatory Authorities. In the event that all Government Authorities provide approval, the sale will become final and publically announced. VAC expects that this process will occur approximately sixty (60) days from this letters date.

In the event that the sale is approved and finalized, the County will be presented with the necessary paperwork announcing the sale and GTL's assumption of all VAC contracts. GTL will abide by any and all conditions of the Contract (to include the VAC RFP response) between the County and VAC. All installed equipment, negotiated commissions, charged rates and billing processes will remain as proposed, unless mutually negotiated during the life of the contract.

In the event that the sale is not approved, VAC will continue to provide all services as proposed and/or negotiated between VAC and the County.

Clarification Question 2: Has VAC reviewed the "Draft" contract as provided by the County in the original RFP and is VAC in agreement with the language as provided?

Response: VAC has reviewed the "Draft" contract as provided and agrees with all basic language as provided. VAC further understands that the County will provide an updated contract for review and signature upon completion of the negotiation phase of the process. VAC will review this updated contract and provide signature upon receipt.

Clarification Question 3: Will VAC provide a Monthly Billing Breakdown and how will Calling Card Billing/Purchase be processed.

Response: VAC will provide very comprehensive monthly billing reports that will provide the County with calling data to include total gross revenues by call type (Local, IntraLata, InterLata, Interstate and International) and calling option (LEC Billed Collect, Prepaid Collect and Calling Card). The billing reports will provide the calculated commission against the gross revenues and monthly trends. The data will also be available from any workstation or Web based access to authorized County personnel.

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Hidalgo County
Negotiation Agreements and Clarification Questions
June 20, 2011

With regard to calling card billing, VAC will work with the Sheriff's office to mirror any processes currently in place for the purchase and re-sale of calling cards or establish customized processes as required. VAC can and will ship active cards directly to the Sheriff's office with receipt for payment. The VAC charged amount will be the proposed commission percentage of the card value. For example at the proposed commission percentage of 75%, a \$10.00 card will cost the Sheriff's office \$2.50 each. The Sheriff's office will keep \$7.50 of the card sale amount.

Negotiation Item 1: VAC understands the County's request of VAC for a Best and Final commission proposal and in response offers to the County an adjusted proposed commission of seventy-five percent (75%). The County may replace VAC's prior proposed commission of seventy-two and one half percent (72.5%) with this Best and Final offer in all final contract documents. This Best and Final commission percentage will remain in effect for the life of the contract unless mutually negotiated between VAC and the County.

End.....

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EXHIBIT "C"
INSURANCE REQUIREMENTS

