

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

FILED	AT 10:00	O'CLOCK	A	M
AUG 02 2017				
ARTURO GUAJARDO, JR. COUNTY CLERK HIDALGO COUNTY, TEXAS				
				DEPUTY

FIRST AMENDMENT TO SERVICE CONTRACT
(C:-16-097-10-25)

This **AMENDMENT** to Service Contract for **“Inmate Pay Telephone System & Services for Hidalgo County Sheriff’s Office”** is made this **11th** day of **July, 2017** by and between **Hidalgo County Texas** (“County”) and **Securus Technologies Inc.**, (“Company”).

WHEREAS, Company and County entered into a Contract dated October 25, 2016, (the “Contract”) in which Company agreed to provide certain services for the purpose of **“Inmate Pay Telephone System & Services for Hidalgo County Sheriff’s Office (HCSO)”** as described in the Contract;

WHEREAS, the County prior to award of the Contract submitted to the Company a Clarification Request to which, Company responded the cost to the County for each \$10.00 card inmate calling card would be \$0.90;

WHEREAS, the County and Company have agreed to formally amend the Contract to reflect the cost to the County for each Ten Dollar calling card to be charged to Hidalgo County Sheriff’s Office (HCSO) would equal ninety cents (\$0.90) for the provision of such telephone calling cards; and

WHEREAS, the parties desire to amend the Contract to reflect same as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendment to the Contract:

1. The following provision shall be added to the Contract:

The cost of each Ten Dollars (\$10.00) calling card to the Hidalgo County Sherriff’s Office shall be Ninety cents (\$0.90) and the cost

of each Twenty Dollar calling card to the Hidalgo County Sheriff's Office shall be One dollar and eighty cents (\$1.80).

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and Company and County ratify and confirm the terms and provisions of the Contract as amended.

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


SECURUS TECHNOLOGIES, INC.


By: 

HIDALGO COUNTY, TEXAS

By: 
Ramon Garcia, County Judge


ATTEST:

By: 
Arturo Guajardo, Jr., County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: 7/11/17 

APPROVED AS TO FORM:
Atlas, Hal & Rodriguez, L.L.P.

By: 
Stephen L. Crain, Attorney

Zimbra**yolanda.velasquez@co.hidalgo.tx.us****RE: RE: Amendment for "Inmate Pay Telephone Service Contract"****From :** Steve Crain <scrain@atlashall.com>

Fri, Jun 30, 2017 03:17 PM

Subject : RE: RE: Amendment for "Inmate Pay Telephone Service Contract"

1 attachment

To : 'Yolanda Velasquez'
<yolanda.velasquez@co.hidalgo.tx.us>

Hi Yolanda:

As per Mr. Crain, attached is the revised amendment.

Thank you,

Marynel Trevino-Rodriguez, Secretary for
Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Telephone Number (956) 632-8221
Office Telephone Number (956) 682-5501
Facsimile Number (956) 686-6109
Website address: www.atlashall.com

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SECURUS
Technologies

July 26, 2017

Hidalgo County Purchasing Dept
Ms. Yolanda Velasquez
2802 S Closner Blvd
Edinburg, TX 78539

Dear Ms. Velasquez:

Enclosed you will find one (1) signed copies of First Amendment so the Service Contract by and between Hidalgo County and Securus Technologies, Inc. The Amendment has been executed by Mr. Robert E. Pickens, President of Securus Technologies, Inc.

Upon execution by the Hidalgo County, please remit one copy of the agreement back to our office (please note our new address below). Or you can send a scanned copy to VStrzelecki@securustechnologies.com:

Securus Technologies, Inc.
Attn: Ms. Valerie Strzelecki
4000 International Pkwy
Carrollton, TX 75007

Best regards,



Misty D. Madore
Executive Assistant
Securus Technologies, Inc.

"professional engineering services" for the: (GWSAP) - "GROUND WATER, GAS MONITORING and GROUNDWATER DATA EVALUATION at CLOSED LANDFILL SITE" located within HIDALGO COUNTY PRECINCT #4, and, (in order to remain in compliance with TCEQ).

2. Requesting approval of a professional services agreement #C-17-195-07-11 with RABA-KISTNER, INC. for (on call)-"GEO TECHNICAL and CONSTRUCTION MATERIALS TESTING SERVICES" for projects located within HIDALGO COUNTY PRECINCT NO. 4

3. Acceptance and approval of Work Authorization No. 4 (with an estimated cost of \$ 16,777.52) as submitted by project engineer, B2Z Engineering, LLC for the purposes of a "Feasibility Study Phase of the existing architectural plans for the Mechanical Shop" located at Hidalgo County Precinct No. 4, in connection to "on call" agreement #C-16-329-09-06 for: [R/B, C.I.P. and Other Projects in General].

D. Health & Human Services Dept.

1. AI-60550 Pursuant to the procurement packet, requesting action to appoint/select the Evaluation Committee Members for RFP No. 2017-149-06-21-HGO - "Online Pharmacy Billing Services" for Hidalgo County Health & Human Services Department

E. Budget & Management

1. AI-60524 Budget & Management (2201): Approval to enter into a 36 month service maintenance agreement (on an as needed basis thru quarterly meter readings) for one copier with Ricoh USA/GE Ricoh USA through State of Texas DIR-TSO-3041.

F. Sheriff's Office

0. AI-60543 Approval of "First Amendment" to Service Contract C-16-097-10-25 between Hidalgo County Sheriff's Office and Securus Technologies, Inc. for the provision of "Inmate Pay Telephone System & Services [as permitted under the terms of the contract] with compliance with HB 1295 when and if applicable.

G. District Attorney

1. AI-60330 a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software;

b. Requesting approval of agreement(s) if applicable for "On-line Research Services" with Lexis Nexis including, but not limited to, the following Hidalgo County Department(s)/Elected Offices, Programs and/or Agencies:

- 1. District Attorney Office-1188F0
- 2. District Attorney Office-123DSK

22. Open Forum

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within Hidalgo County following a request for Services by the Hidalgo County or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning November 05, 2016 and ending November 04, 2018 and may be extended at the sole discretion of County for an additional three (3)-one (1) year terms, unless this Contract is terminated pursuant to the

provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons

connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County

has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

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

If to Company **Securus Technologies, INC**
 Attn: Robert E. Pickens
 14651 Dallas Parkway, Ste 600
 Dallas, Texas 75254

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder 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 day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. 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 County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1995).

20. Immunities: Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this _____ day of _____, 2016.



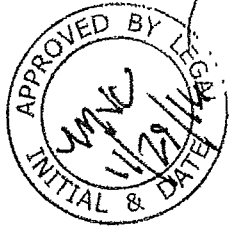
ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr. County Clerk

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS COURT
ON: 10/25/16



COMPANY:

Securus Technologies, INC

By: Robert E. Pickens
Robert E. Pickens, President

Approved by Commissioners Court on: Oct. 25, 2016

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez L.L.P.

By: Stephen L. Crain
Stephen L. Crain, Attorney

Schedule to Service Contract C-16-097-10-25

This Schedule is between Securus Technologies, Inc. ("we" or "Provider"), and the County of Hidalgo, Texas ("you" or "County") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

A. Applications. We will provide the following Applications:

CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Call Platform: Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to do the following: (a) monitor and record inmate calls, (b) prevent monitoring and recording of private calls (i.e., attorney client calls, clergy calls, or other calls as approved and implemented by you); private number settings allow you to mark these calls not to be monitored or recorded, and you are solely responsible for identifying, approving and disabling requests for private treatment; (c) automatically limit the duration of each call to a certain period designated by us, (d) maintain call detail records in accordance with our standard practices, (e) automatically shut the System on or off, and (f) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

COMPENSATION:

Collect Calls. We will pay you commission (the "Commission") based on the Gross Revenues that we earn through the completion of collect calls, excluding interstate calls, placed from the Facilities as specified in the chart below. "Gross Revenues" shall mean all gross billed revenues relating to completed collect calls generated by and through the Inmate Telecommunications System. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, transaction fees, credits, billing recovery fees, charges billed by non-LEC third parties, and promotional programs are excluded from revenue to the Provider. We shall remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon you unless we receive written objection within 60 days after the Payment Date. Your payment address is as set forth in the chart below. You shall notify us in writing at least 60 days before a Payment Date of any change in your payment address.

Minimum Annual Guarantee. Provider shall pay County a 91% rate of compensation on eligible intrastate gross revenues. Such compensation will be paid monthly with a minimum annual guarantee amount of \$675,000. If the annual compensation is less than \$675,000, a true-up to the commission rate will be paid in arrears within 30 days of the anniversary of the Effective Date in the applicable agreement year. If the Agreement is terminated for any reason before the end of the Term, Provider is responsible only for a pro rata amount of the minimum annual guarantee. Moreover, if (1) the ADP levels decline by more than fifteen percent (15%) and/or (2) the Texas Public Service Commission or the Federal Communications Commission issues regulations that mandate lower calling rates, the parties agree to negotiate in good faith to reduce the commissions, the monthly compensation and the minimum annual guarantee.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commission Payment Address
Hidalgo County Jail 711 El Cibolo Road Edinburg, TX 78541	SCP	91%*	Gross Revenues	--SAME--

***Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments for failure to provide timely notice of address changes.**

***Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] - Rates for Interstate Calling Services - effective February 11, 2014, no commission shall be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s).**

CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Calling Platform User Interface. We will provide you with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"). County represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and shall not transmit, retransmit or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply with all Provider Use Terms and Conditions and as directed herein.

WORKSTATION REQUIREMENTS	
Processor	2 gigahertz (GHz) or higher processor
Operating System	Windows XP*, Windows Vista, Windows 7
Browser	Internet Explorer 8, 9 or 10 (newer versions are not supported)
Memory	At least 1 gigabyte (GB) of RAM (2GB recommended) - use of Windows 7 may require additional memory
Drive	CD-RW or DVD-RW drive
Display	Super VGA (1,024 x 768) or higher resolution video adapter
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
Internet	High speed internet access (dial up is not supported)
Installed Software	Microsoft Silverlight 4.0 or newer, Microsoft .NET Framework 4, Adobe Reader 9.5 or newer, Microsoft Office Excel Viewer, Quick Time 7 or newer, Windows Media Player, Antivirus, WinZip or other zip utility

**XP Media center edition not supported*

SERVICE LEVEL AGREEMENT

We agree to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance shall be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to

promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to, the said equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, then we shall have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided *Openworkstation(s)* (see below). For the services contemplated hereunder, we may provide, based upon the facilities requirements, two types of workstations (personal computer/desktop/laptop/terminal): The "*Openworkstation*" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities an ability to add additional third-party software. Ownership of the *Openworkstation* is transferred to the facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an *Openworkstation*. COUNTY IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY *OPENWORKSTATION(S)*."

1. **Outage Report; Technical Support.** If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@securustech.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, before any Technical Support outage.
2. **Priority Classifications.** Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following three priority levels:

"Priority 1"	30% or more of the functionality of the System is adversely affected by the System Event.
"Priority 2"	5% - 29% of the functionality of the System is adversely affected by the System Event.
"Priority 3"	5% or less of the functionality of the System is adversely affected by the System Event. Single and multiple phones related issues.

3. **Response Times.** After receipt of notice of the System Event, we will respond to the System Event within the following time periods:

Priority 1	2 hours
Priority 2	24 hours
Priority 3	72 hours

4. **Response Process.** In the event of a System Event, where the equipment is located on County premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary. In the event a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.
5. **Performance of Service.** All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.
6. **Escalation Contacts.** Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.
7. **Notice of Resolution.** After receiving internal notification that a Priority 1 System Event has been resolved, a technician will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.

8. Monitoring. We will monitor our back office and validation systems 24 hours a day, seven days a week.
9. Required IGR. You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.
10. End-User Billing Services and County Care. Our Securus Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available 24 hours a day, 7 days a week by telephone at 800-844-6591, via chat by visiting our website www.securustech.net, and by facsimile at 972-277-0714. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order, MoneyGram or Western Union transfer).

INMATE DEBIT

DESCRIPTION:

A Debit account is a prepaid, inmate-owned account used to pay for inmate telephone calls. A Debit account is funded by transfer of inmate's facility trust/commissary account funds to inmate's Debit account. Provider will also allow inmate friends and family members to fund an inmate's Debit account via multiple points-of-sale. Funds deposited by friends and family members into an Inmate's Debit account become property of the inmate. Provider establishes inmate Debit accounts which are associated with the inmate's Personal Identification Number ("PIN"). Provider requires inmate to key in his/her PIN at the beginning of every Debit call to complete the call and pay for the call using the inmate's Debit account. County agrees to have the Debit module of Provider's SCP Call Management System enabled for the Facilities to offer Debit account to inmates. County agrees to use Provider's SCP User Interface or utilize integration with County's trust account system to process inmate's fund transfer requests. Notwithstanding, Provider will not be responsible for any delays due to (i) County's failure to perform any of its obligations for the project; (ii) any of County's vendors' failure to perform any of its obligations for the project; or (iii) circumstances outside of Provider's control.

INVOICING AND COMPENSATION:

Provider shall invoice County on a weekly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts. The invoice will be due and payable upon receipt. Provider shall pay County a 91% commission on the revenue that Provider earns through the completion of Debit calls, excluding interstate calls, placed from County's Facilities. Provider reserves the right to deduct call credits from usage. Provider shall remit the commission for a calendar month to County on or before the 30th day after the end of the calendar month in which the Debit calls were made (the "Payment Date"). All commission payments shall be final and binding upon County unless Provider receives written objection within sixty (60) days after the Payment Date.

THREADS™

DESCRIPTION:

The THREADS™ application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, and data import. In addition, THREADS™ offers an optional "community" feature, which allows member correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and data imported by other community members. County's use of THREADS™ is governed by and conditioned upon the terms set forth herein. Provider will offer THREADS™ at no cost to County.

COMMUNITY FEATURE:

County has elected to opt in to the community feature. The community feature allows authorized users access to analyze communications data generated from other corrections facilities within the community, as well as any data imported or added by other authorized community members. County acknowledges and understands that data from its facility or facilities will be made available to the community for analysis and review.

THREADS™ TERMS OF USE:

1. County will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to County's access to and use of information obtained in connection with or through the THREADS™ application. County acknowledges and understands that the County is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use of the THREADS™ application or the information obtained in connection therewith. Provider shall have no obligation, responsibility, or liability for County's compliance with any and all laws, regulations, policies, rules or other requirements applicable to County by virtue of its use of the THREADS™ application.
2. County acknowledges that the information available through the THREADS™ application includes personally identifiable information and that it is County's obligation to keep all such accessed information secure. Accordingly, County shall (a) restrict access to THREADS™ to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the THREADS™ application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the THREADS™ application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Provider promptly of any such unauthorized access or use that County discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the THREADS™ application and stored electronically or on hard copy by County within ninety (90) days of initial receipt or upon expiration of retention period required by law.
3. County understands and acknowledges that all information used and obtained in connection with the THREADS™ application is "AS IS." County further understands and acknowledges that THREADS™ uses data from third-party sources, which may or may not be thorough and/or accurate, and that County shall not rely on Provider for the accuracy or completeness of information obtained through the THREADS™ application. County understands and acknowledges that County may be restricted from accessing certain aspects of the THREADS™ application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the THREADS™ application. Moreover, if Provider determines in its sole discretion that the THREADS™ application and/or County's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate County's access to the THREADS™ application and shall have no further liability or responsibility to County with respect thereto.
4. Provider shall have no liability to County (or to any person to whom County may have provided data from the THREADS™ application) for any loss or injury arising out of or in connection with the THREADS application or County's use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider, County agrees that Provider's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with the THREADS™ application, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed \$100.00. County covenants and promises that it will not seek to recover from Provider an amount greater than such sum even if County was advised of the possibility of such damages. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE THREADS™ APPLICATION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE THREADS™ APPLICATION OR INFORMATION OBTAINED IN CONNECTION

THEREWITH. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY COUNTY FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE THREADS™ APPLICATION OR THE UNAVAILABILITY THEREOF.

5. County hereby agrees to protect, indemnify, defend, and hold harmless Provider from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to County's use of the THREADS™ application or information obtained in connection therewith.

INVESTIGATOR PRO™

DESCRIPTION:

Investigator Pro™ is a telephone safety, security, and investigative feature of SCP. Investigator Pro™ uses continuous voice identification technology to determine what inmate(s) are speaking on the call, detect certain three-way call violations, and help investigators find correlations between calls that might otherwise go undetected. Inmates must participate in a supervised voice print enrollment process. This inmate voice print enrollment process will be the responsibility of County. Provider will offer Investigator Pro™ at no cost to County.

AUTOMATED INFORMATION SERVICES

DESCRIPTION:

Provider will provide the Automated Information Services (AIS™) as described herein. The AIS™ application is designed to automate internal inquiries from detainees and outside calls from friends and family members on one single platform, as well as allow inmates' friends and families the ability to open or fund a pre-paid telephone account, an inmate phone account, an inmate trust account or leave a voicemail. The application is accessed through a telephone IVR system. Once Facility staff has uploaded all required information, the system is able to automate information such as Commissary Balances (pending MIS system data flow); Charge Information; Court Appearance Dates, Times, Locations; Bond Amounts, Types; Projected Release Dates; and Visitation Eligibility, Times.

Automated Information Services is configurable to meet the specific needs of County's Facility. The standard option includes automation of Inmate and Facility information to constituents who call County's existing main telephone number and to inmates at County's Facility. The following are options and requirements available for AIS.

- ✓ Automation of inmate and Facility information to constituents (standard)
- ✓ Automation of Inmate and Facility information to inmates (Securus ITS Countys only)
- ✓ Ability to open or fund a Securus pre-paid telephone account (Required)
- ✓ Ability to fund an Inmate phone account (Required)
- ✓ Ability to fund an inmate trust account (Required)
- ✓ Ability to leave a voice mail (Required)
- ✓ Ability to provide for inmate information and trust funding via InmateInfo.com

The application provides all information automatically without staff intervention 24/7.

The AIS™ Jail Voicemail feature is a one-way communication product that allows friends and family members calling a facility to leave a 45-second voicemail for an inmate providing a quick way for friends and family to initiate communication or deliver timely information to an inmate prior to a scheduled phone call or visitation. Friends and family will pay up to a \$1.99 usage fee for each voicemail they leave, 20% of which Provider will pay to County each month. AIS™ Jail Voicemail is not subject to any other compensation.

COMPENSATION: [No cost option]

Provider agrees to provide AIS™ to County at no charge, provided that County agrees to implement all of the Required Services described above (Family & Friend Automation; Inmate Automation; AdvanceConnect phone funding; Inmate Debit (where available); Commissary Trust Funding; and Jail Voicemail) and to allow Provider to expand the AIS™ services offering at any time during the Term of the Agreement upon thirty (30) days advance written notice to include additional constituent notification services provided through the AIS™ application. If Required features are not implemented or maintained during the Term of the Agreement, County agrees to pay Provider \$2.00 per Average Daily Population per month for AIS™.

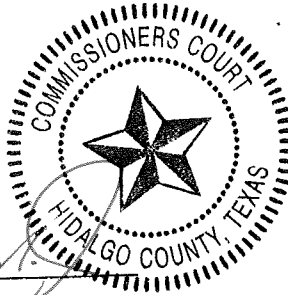
Provider will not charge integration fees but if a vendor charges an integration fee County will be responsible for its payment.

[SIGNATURE PAGE FOLLOWS]

WITNESS our hands in duplicate originals this _____ day of _____, 2016.

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr. County Clerk



COUNTY OF HIDALGO

By: Ramon Garcia

Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 10/28/16



COMPANY:

Securus Technologies, INC

By: Robert E. Pickens

Robert E. Pickens, President

Approved by Commissioners Court on: Oct 28, 2016

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez L.L.P.

By: Stephen L. Crain

Stephen L. Crain, Attorney

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET



Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

DATE: July 11, 2016

Re: **HIDALGO COUNTY DEPARTMENT**
Request for Proposals –“**Inmate Pay Telephone System & Services**”
RFP NO: 2016-097-07-27-YZY

Dear Respondents:

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

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

If any 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



Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

REQUEST FOR PROPOSAL (RFP)

TABLE OF CONTENTS

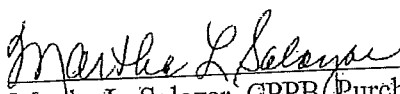
HIDALGO COUNTY-Sheriff's Office

"Inmate Pay Telephone System & Services"
RFP NO: 2016-097-07-27-YZV

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Proposal Letter	1
2.	Request for Proposal , Legal Notice	8
3.	Exhibit A & A-1, Requirements/Scope of Services	40
4.	Exhibit B, Evaluation Form	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	2
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	Draft Requirements Agreement	14

The above mentioned items shall be found in the Request for Proposal (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

July 11, 2016

Date

RFP NO: 2016-097-07-27

BUYER III: Yolanda Z. Velasquez

Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County-Sheriff's Office
Edinburg, Texas

“Inmate Pay Telephone System & Services”
(All funding sources)

July 27, 2016 @ 9:30 a.m.

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

LEGAL NOTICE

- 1) Sealed proposals will be received for "**Hidalgo County-Sheriff's Office- Inmate Pay Telephone System & Services**", in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers 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 RFPs 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: 2016-097-07-27-YZV -Hidalgo County-Sheriff Office "Inmate Pay Telephone System & Services"** and in County's Purchasing Department, **physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, July 27, 2016.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP 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 NO: 2016-097-07-27-YZV -Hidalgo County-Sheriff Office- Inmate Pay Telephone System & Services

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 item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all proposals 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 at a County owned or operated location, each proposer 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 dollar amount of 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 open proposals.

LEGAL NOTICE

- 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 the 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 proposals.
- 11) Costs are to be net F.O.B., 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 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's Office 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 FOR GOODS AND SERVICES: (If applicable)

- 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 proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number and Contract Number (if any)
 - d) Notation- "**Hidalgo County-Sheriff's Office- Inmate Pay Telephone System & Services** "

LEGAL NOTICE

- 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:

Hidalgo County Auditor's Office
 Ray Eufrazio, County Auditor
 2808 S. Business Hwy. 281
 Edinburg, TX 78539
 956-318-2511

17) SCHEDULE OF EVENTS:

Proposal Acceptance Date Opening, 9:30 A.M.
 Award of Contract:
 Commence Service or Products:

July 27, 2016

18) BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT(IF APPLICABLE):

- If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders 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 required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76. Register at SAMs System for Award Management @ www.sam.gov
- ~~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 material men 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.~~

LEGAL NOTICE**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, 2016**, 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.

Complete Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 North Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21) CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

- As of January 1, 2016, to comply with Texas Government Code Section §2252.908; and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFP packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFP Project No. 2016-097-07-27, as shown on the packet. Once completed and filed with

the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: yolanda.velasque@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

22) 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.

23) 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.

24) 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.

25) 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 proposers' 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.

26) 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.

27) 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;

LEGAL NOTICE

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

- 28) 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.
- 29) 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 Proposals 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.
- 30) 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.
- 31) 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.
- 32) 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.
- 33) 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.

HIDALGO COUNTY
(all funding sources)
"Inmate Pay Telephone System & Services"

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 proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer 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.

Proposer 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 receiving proposals, as contained in the Requirements.

Respectfully submitted,

FIRM: Securus Technologies
ADDRESS: 14651 Dallas Parkway, Dallas TX 75254
BY: *Robert Picken*
PRINT NAME: Robert Picken
TITLE: President

EXHIBIT "A"

HIDALGO COUNTY ADULT DETENTION FACILITY
"INMATE PAY TELEPHONE SYSTEM & SERVICES"
REQUEST FOR PROPOSALS
RFP NO: 2016-097-07-27-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, July 27, 2016. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.

Deliver Submittal to:

RFP No 2016-097-07-27-YZV
Martha L. Salazar, CPPB, H.C. Purchasing Agent
Hidalgo County New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show:

RFP No 2016-097-07-27-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 No 2016-097-07-27-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, July 20, 2016 at 5:00 p.m. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, July 22, 2016. 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.

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 **Monday, July 18, 2016 at time 2:00 P.M.** at this time the Presentations/Demonstrations will be scheduled.

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.

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 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 ICPs 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 for a specified item for a specified time once a specified threshold is met. This threshold must be remotely or locally programmable upon demand.

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

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

E. Operating Hours Limitation

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

F. Call Duration Limitation

The ICP must offer flexible control over the duration of each inmate call. This features have the ability to specify call duration by call type. This feature must be remotely programmable.

G. Positive Call Acceptance

The ICP must not deem a call to be accepted until such time as the call recipient acknowledges receipt by dialing a system-recognized digit on a touch-tone or rotary telephone. The ICP must be able to distinguish such a signal from line noise such as

"pops" of "clicks" (i.e. answering machines.) Voice recognition is not an acceptable form of positive acceptance.

H. Inmate Identification Option

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

I. On-Site Administration

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

This terminal must have the following features:

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

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

It must allow for multi-level passwords.

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

It must allow facility personnel to enable free calls to specified numbers (legal aid, etc.)

The installation must allow for multiple administration terminals if needed.

Data entry and retrieval of records in ASCII 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 disabled 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.

County is asking for one (1) workstation to be located in Internal Affairs (IA) and install the call monitoring system on all three (3) IAD computers for emergency shutdowns,

etc. and will further require remote access for additional jail personnel on their county owned computes.

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.

Web secured access required. Currently we have access to the system to find out where they made the call from how long, and when via the internet.

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
- H. Storage of records and call recordings can be stored at your facility and "online". County also requires backup for Redundancy, Emergencies and Shutdowns and when down time has occurred with our T1's or internal problems with out internet.

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: _____

APPENDIX B

HIDALGO COUNTY

HIDALGO COUNTY ADULT DETENTION FACILITY

"INMATE PAY TELEPHONE SERVICES"

REQUEST FOR PROPOSAL

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

I. General Terms and Conditions

1. Performance Bond

It is understood and _____ agrees to comply, and if selected, will furnish a performance bond in the form of a bond issued by a surety company authorized to do business in the State of TEXAS, a Cashier's Check or Irrevocable Letter of Credit issued by a Federally insured banking institution of the County of Hidalgo within ten (10) calendar days after award of the contract, and prior to any installation work or equipment delivery. The performance bond must be made payable to Hidalgo County in the amount of \$20,000.00. No personal or company checks are acceptable. The contract number and dates of performance will be specified in the performance bond. In the event 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)	1065
Current Capacity of Facility	1232
Number of FIXED telephones to be installed	136
Number of ROLLING CART Telephones	6
Average number of bookings per month (Past six (6) months (MM/DD/YEAR-MM/DD/YEAR))	1587

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) | 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	

HIDALGO COUNTY JAIL REVENUE REPORT FOR 2014 AND 2015

2014

Month	Advance Pay Interstate Interlata	Advance Pay Intrastate Interlata	Advance Pay Intrastate Intralata	Advance Pay Pay Local	COLLECT Interstate Interlata	Collect Intrastate Interlata	Collect Intrastate Intralata	Collect Local	Total Revenue
JANUARY	1,527.81	2,005.56	9,104.80	26,763.00	278.14	91.23	393.00	3,561.00	43,724.54
FEBRUARY	1,347.53	1,982.79	9,751.20	34,533.00	55.96	130.38	481.20	3,180.00	51,462.06
MARCH	859.11	2,816.43	10,366.00	37,518.00	18.50	324.42	570.20	2,667.00	55,139.66
APRIL	818.37	2,036.22	10,244.40	32,514.00	21.75	70.02	669.80	2,409.00	48,783.56
MAY	1,106.07	3,002.64	11,389.00	33,261.00	33.50	126.57	505.20	2,625.00	52,048.98
JUNE	1,093.05	2,610.78	12,224.80	32,658.0	71.25	137.70	537.00	2,643.00	51,975.58
JULY	1,486.17	2,276.73	12,953.20	25,389.00	63.25	226.53	565.00	2,376.00	45,335.88
AUGUST	2,458.68	2,099.22	7,580.80	30,522.00	91.25	167.79	457.00	2,649.00	46,025.74
SEPTEMBER	2,348.01	2,826.30	7,495.60	28,353.00	65.50	248.82	662.80	2,832.00	44,832.03
OCTOBER	2,149.35	2,638.23	4,824.40	27,807.00	12.25	124.80	531.60	1,890.00	39,977.63
NOVEMBER	2,091.18	2,995.95	8,385.20	29,511.00	82.75	281.40	699.60	1,860.00	45,907.08
DECEMBER	2,152.08	4,086.66	10,168.60	32,949.00	57.75	229.68	383.80	2,073.00	52,100.57
	19,437.41	31,377.51	114,488.00	371,778.00	851.85	2,159.34	6,456.20	30,765.00	577,313.31

Month	Advance Pay Interstate Interlata	Advance Pay Intrastate Interlata	Advance Pay Intrastate Intralata	Advance Pay Pay Local	COLLECT Interstate Interlata	Collect Intrastate Interlata	Collect Intrastate Intralata	Collect Local	Total Revenue
JANUARY	1,877.40	4,209.00	10,624.40	33,999.00	71.75	215.88	652.80	1,743.00	53,393.23
FEBRUARY	2,098.32	4,571.04	15,153.00	40,155.00	135.50	161.25	517.20	1,707.00	64,498.31
MARCH	1,602.09	4,379.76	11,154.20	35,727.00	59.25	83.31	319.80	1,716.00	55,041.41
APRIL	2,083.62	3,832.65	9,837.60	38,823.00	91.25	26.22	478.00	1,743.00	56,915.34
MAY	2,049.39	2,617.92	8,518.40	35,205.00	34.50	101.19	403.00	1,737.00	50,666.40
JUNE	1,563.03	2,942.85	6,643.80	32,778.00	47.50	87.93	332.40	1,956.00	46,351.51
JULY	1,380.75	3,019.44	6,080.00	31,677.00	49.25	28.86	239.80	1,548.00	44,023.10
AUGUST	2,090.13	3,311.73	9,343.20	37,437.00	55.75	79.92	217.20	1,671.00	54,205.93
SEPTEMBER	1,840.86	2,683.56	8,323.40	32,625.00	62.75	128.13	251.40	1,272.00	47,187.10
OCTOBER	969.57	2,745.84	6,975.20	31,413.00	93.75	47.82	327.00	1,470.00	44,042.18
NOVEMBER	1,897.14	4,356.84	7,620.40	32,847.00	31.75	81.96	313.80	1,635.00	48,783.89
DECEMBER									
	19,452.30	38,670.63	100,273.60	382,686.00	733.00	1,042.47	4,052.40	18,198.00	565,108.40

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 seven (7) 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, July 27, 2016

EXHIBIT "A-1"

HIDALGO COUNTY-SHERIFF'S OFFICE

Additional Specifications/Optional Equipment Services/Cabling Specifications

ADDITIONAL SPECIFICATIONS

The following items will become necessary specifications, services, equipment or options in order to complete Inmate Phone System".

- Latest Technology Inmate Phone System
- Able to profit from selling calling cards
- The County of Hidalgo must retain commission based on calls made by inmate
- Lobby Kiosk & Intake Kiosk to automate deposits
- Ability to identify inmate by voice, fingerprint, camera, (pin #) or Iris recognition in association with system usage.
- Interface integration with Odyssey; ability to extract phone numbers by inmates, from calls made
- Mass telephone number download capabilities for all outgoing calls on a monthly basis;
- Ability to access jail inmate calls system from multiple internal affairs desk top ports.
- Recording capabilities for infirmary, booking, releasing, visitation or any other area where an inmate can make a call with ability for client to waive the call fee.
- Call Detection when Inmates dial same outside number
- Immediate notification of calls to flagged telephone numbers for review (NOTE: immediate notification to internal affairs)
- Location – GPS watch list
- 24 Hour Support
- Log in access from any computer
- User Auditing System
- Alert on three-way calling
- Live call monitoring
- Schedule shut down, Emergency shut down
- 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 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, be 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 yrs)
- Option to have hardware and equipment at vendor's facility.

EXHIBIT "A-1"

HIDALGO COUNTY-SHERIFF'S OFFICE

Additional Specifications/Optional Equipment Services/Cabling Specifications

OPTIONAL EQUIPMENT/SERVICES

OPTIONAL: Equipment/Services that may be available upon acceptance by Hidalgo County Sheriff's Office.

- Investigative Data Analysis Software
- Inmate release with Debit Cards
- Video visitation
- Cellular, WI-FI & mobile device detector within jail
- Photo Recognition

EXHIBIT "A-1"

HIDALGO COUNTY-SHERIFF'S OFFICE

Additional Specifications/Optional Equipment Services/Cabling Specifications

The awarded Contractor may utilize the existing cabling if compatible with the system being installed. If additional cabling is required in the installation process, Contractor shall obtain written permission from the County before proceeding with any work that requires altering its facility. This shall include, but will not be limited to, cutting, drilling, or modifying the facility in any manner.

SUMMARY OF WORK:

1. All wire must be in an EMT, Rigid Electrical Conduit, BX cable, Liquid seal tight cable and Armor cable. **No PVC.**
2. All Electrical work must follow the National Electrical Code 2009.
3. All work must be neat in appearance using the following: metal straps, one hole, uni- strut straps, stand-off straps, and supports.
4. All work that may require penetrating any wall: Concrete, CMU Block, Security sheet rock. Must be sleeved with an EMT conduit and seal with fire rated caulking. The fill in each sleeved used must be not less or more that 80% fill. This is for future use, sleeves must have a connector with a bushing, or a coupling to prevent any wire from being damaged; cut pinched or damaged.
5. All work must be supported from main structures using smooth wire with j-hooks or trapeze with all thread and beam claps. **Don't** tie in to any existing trade support system.
6. All Cat 5e -Cat 6e plenum wire must be marked at both ends of terminations with a self laminating wire and cable marker. Numbers & letters.
7. Existing cable inside inmate cell may be used; as long as they are not damaged or deemed not compatible in new scope of work. Both ends must also be marked or identified if marking has been removed.
8. **NO EXISTING EMPTY CONDUIT SHALL BE USED.** All conduits that are mounted in slabs or through walls may not be used.
9. All screws must be tamper resistance: tamper resistance torxs, or allen.
10. All work must be able to be remove from mounting system if work is need to preformed on any visitation viewing glass
11. **HIDALGO COUNTY SHERIFF OFFICE reserves the right to request any changes on the Inmate Phone(s) upon inspection and determination that tampering of equipment has occurred.**

BASIC MATERIAL AND INSTALLATION METHODS

GENERAL DESCRIPTION:

- A. Work included in this section: Material, equipment fabrication, installation and test in conformity with applicable codes and authorities having jurisdiction, for the following:
Raceways.
 1. Wire and cable
 2. Low voltage distribution equipment

EXHIBIT "A-1"

HIDALGO COUNTY-SHERIFF'S OFFICE

Additional Specifications/Optional Equipment Services/Cabling Specifications

3. Devices
 4. Inserts and supports
 5. Empty conduit for Tel / Data Electronics
 6. Cutting and Patching
 7. Fire stopping
- B. Related work – Not in Electrical Scope of Work
1. Security Electronics – Telephone / Data / Inmate Visitation Phones systems
 2. Painting – other than equipment finishes touch-up. Any work surface must match existing painted surfaces. Contractor must request paint color specimen (or) color code from Maintenance Dept. Contractor will purchase paint from OEM Paint supplier.
 3. Plywood backboard (3/4) in phone room if space is not available to install any necessary work
 4. Fire stop in and all penetrations thru fire walls: (EMT Conduit Sleeve with bushing on both ends)
 5. Sheet rock repair in and all penetrations thru fire walls
 6. Masonry repair in any and all penetration thru fire walls
 7. Replace any ceiling tile & grid in ceiling.
 8. Metal work welding bonding
 9. Installing any support system as needed from main structure - bar joist or support beams: Need to support any and all Data wire cat 5 or cat 6 plenum data wire; smooth wire, 1/4 & 3/8 all thread support rod, or trapeze if needed.
 10. Any work needed to finish this project as needed or not included in the general scope of work.

INCORPORATED DOCUMENTS

- A. REQUIREMENTS of GENERAL CONDITIONS and SUPPLEMENTAL CONDITIONS apply to all work in this Section.
- B. SUBMITTALS shall be complete bound under cover and indicating project title, specification section and or/ drawings references. Contractor shall review submittals for conformance with Contractor Documents make necessary revisions and submit to HIDALGO COUNTY SHERIFF OFFICE
- C. SUBSTITUTIONS-Contractor shall inform the Hidalgo County Sheriff Department Staff of any substitution of item from what was proposed.
1. It is the intent that the Contractor supplies the equipment and material specified. Equipment and material other than that specified obligates the Contractor to submit appropriate documentation to allow sufficient time to consider the acceptance of the substituted item(s) AND accept full responsibility for space compatibility
 2. Acceptance of substituted items(s) implies a substitution in kind, meeting all appropriation performance, quality, function, and installation requirement as the base bid specification item(s) including space requirements.
 3. All cost for removal, relocation or replacement of the substitution items(s) shall be at the risk of the contractor with no additional cost to the Owner if substitution items(s) fails to meet requirements, including code clearances of the specified item(s).
- D. PRODUCT DELIVERY STORAGE AND HANDLING
1. Equipment shall be shipped in its original package, to prevent damage or entrance of foreign matter. Provide protective coverings during construction.
 2. Replace at no expense to Owner, equipment or material damaged during storage or handling, as directed by Hidalgo County Sheriff Office Designee.

EXHIBIT "A-1"

HIDALGO COUNTY-SHERIFF'S OFFICE

Additional Specifications/Optional Equipment Services/Cabling Specifications

3. All items shall be tagged with a weatherproof tag identifying equipment by name packing and shipping list.
 4. Equipment may be stored in Maintenance shop or Electrical room if necessary and must be secure by Contractor to prevent any damage or loss of parts.
- E. RECORDED DRAWINGS
1. Maintaining complete set of drawing from Start to Finished point, indicating all work installed: Electrical, route of wire, and identifying both point of any terminations.
 2. At end of project, transfer all changes to reproduction transparencies and submit these transparencies and field drawing to HIDALGO CO SHERIFF OFFICE DESIGNEE. Mark drawings, "RECORD DRAWINGS".

MATERIAL DESCRIPTION:

A. RACEWAYS (all items specifying brand name, same as or equivalent too):

1. Rigid steel conduit (RGC); full weight or intermediate weight (IMC) pipe galvanized threaded, minimum diameter ½ inches.
2. Aluminum conduit; full weight pipe, threaded, minimum ½ inch, except as noted or required for wiring.
3. Electrical metallic tubing (EMT); thin wall pipe, galvanized, threadless, minimum diameter ½ inch except as noted required for wiring.
4. Flexible steel conduit; continuous single strip, galvanized, minimum diameter ½ inch as noted for wiring. PVC covered for liquid tight.
5. Acceptable manufactures, similar to:
 - A. Rigid Steel-IMC: Allied, Western, Triangle, Wheatland, LTV.
 - B. Aluminum, Allied, Western, Triangle, Wheatland, LTV
 - C. EMT; Allied Western, Triangle, Wheatland, LTV
 - D. Flexible; Anaconda, Electroflex, Alfex, AFC
 - E. Exterior use: Hinged cover and base, minimum No. 14 gauge galvanized steel, weatherproof and gasket.
 - F. Acceptable Manufacturer: Similar to Hoffman Engineering co., Square D Co., Wiremold, Walker Duct.
6. Wireways; complete with all fittings and accessories. Size as noted, baked enamel finish inside and outside, approved for support at minimum 10feet on centers

B. FITTINGS AND ACCESSORIES:

1. Raceway fittings:
 - A. Rigid steel conduit; steel or malleable iron, galvanized.
 - B. Aluminum conduit; aluminum alloy.
 - C. EMT; galvanized steel, set screw steel connectors & couplings. Indentor type fittings not acceptable.

EXHIBIT "A-1"

HIDALGO COUNTY-SHERIFF'S OFFICE

Additional Specifications/Optional Equipment Services/Cabling Specifications

- D. Flexible metallic conduit; angle wedge type with insulated throat.
 - E. Bushings; metallic insulated type, Weatherproof or dust-tight installations; liquidtight with sealing ring and insulated throat.
 - F. Expansion and deflection fittings; O.Z. / Gedney type "DX" for embedded conduit and flexible conduit for exposed conduit.
2. Sleeves:
- A. Extend flashing 10 inches around edge of raceway. Flashing subject to review.
 - B. Sleeves must be in EMT conduit with a connector, coupling with a PVC, nylon bushing. And must be sealed with fire caulking in and around the sleeve. Must have a tight fit if it penetrates any of the following; Sheetrock fire rated wall, masonry block, Concrete, and or metal.
3. Seals: Raceways in sleeves, oakum packing and lead or O.Z. / Gedney Type WSR on both entries. Cable through sleeves, O.Z. / Gedney type WSC on both entries.
4. Acceptable manufactures, similar to:
- A. Fittings: O.Z./Gedney, T & B, Bridgeport, RACO Steel City, Appleton, Chrouse Hinds.
 - B. Supports; Super strut, UNISTRUT.
 - C. Fasteners: Caddy, Rawl, Philips Redhead.
5. Boxes:
- Outlet boxes: except as other wise required by construction, devices or wiring, as Follows:
- A. Stamped steel, 4 inch, square or for electrical work; 2-3/4 inch deep above ceiling, 2-3/4 inch deep in wall, surface mount.
 - B. Surface mounted boxes for receptacles and switches, 4 inch square, 1-1/2 to 2-3/4 inches deep with raised covers and fixture studs where required. Through-the wall type; not permitted.
 - C. Galvanized cast iron or aluminum with thread hub; 4 inch square, 2 inch deep with gasket cover.
 - D. Boxes without fixture or device; provide with blank cover. Must marked or label with it designation or circuit number.
 - F. Offset back-to-back outlets with minimum six inch separation.
 - E. Acceptable manufactures; Steel city, RACO, Appleton, Bridgeport.
2. Junction and pull boxes:
- A. Galvanized sheet steel.
 - B. Covers: screw-on, except as noted
 - C. With insulated support for cable.
 - D. Location; as indicated, where required and accessible.
 - E. Outdoor and damp location; galvanized cast iron or aluminum with thread hubs and gasket.
 - F. Provide barriers between wiring energized from emergency and normal wiring and conductors of different thermal ratings and / or voltage insulation levels.

C. 600 VOLT WIRE AND CABLE

- A. 600 volt wire and cable complete with accessories; sizes AWG, except as noted.
- B. Conductors; sizes as indicated in accordance with the following;

EXHIBIT "A-1"

HIDALGO COUNTY-SHERIFF'S OFFICE

Additional Specifications/Optional Equipment Services/Cabling Specifications

1. Solid annealed copper for size No. 10 and smaller and stranded copper for sizes No. 8 and larger. No aluminum or aluminum alloy wire permitted.
2. 600 volt insulated types:
 - Type THHN/THWN: Feeders and branch circuits, generally throughout, except where not permitted by applicable code or as otherwise specified.
 - Type AC & MC Armored Cable and Metal Clad Cable- maximum size # 6 to be used as branch circuits and feeders where acceptable to local and National Electrical Code.
 - Type SFF: Branch circuits located in wiring channels of continuous fluorescent fixture or where ambient temperatures are over 90 degrees.
 - Type XHHW; Ungrounded isolated branch circuits.
 - Color Coding:
 - 1) Phase conductors for 120/208 Volt system;
Phase A – Black
Phase B – Red
Phase C – Blue
 - 2) Phase conductors for 277/480 Volt system
Phase A – Brown
Phase B – Orange
Phase C – Yellow
 - 3) Neutral wire; white.
 - 4) Equipment ground wire; green
 - 5) Where colored feeder cable insulation is not available, overlap Colored taping on conductors (minimum length, three inches) in accessible location.
- C. Accessories:
 1. Cable supports in riser; clamping device with insulation wedges or "Kellems" grips.
 2. Tags:
 - A. Flameproof; in accessible location.
 - B. Feeders: Indicate number, size, phase and points of origin and Terminations. Control or alarms: Indicated type of control or alarms and points of origin and terminations.
 3. Terminations, splices and taps:
 - A. Cable lugs and connectors: Compatible metal with conductor to match cable with marking indicating size and type.
 - B. Copper conductors No. 10 and smaller: Compression type or twist-on spring load connectors and clear nylon insulated covering.
 - C. Copper conductor No. 8 and larger: Mechanical bolted pressure or hydraulic compression type using manufactures recommended tooling.
 - D. For copper lug connections to bus bars provide anti-seize compound.
 - E. Aluminum bus bar connections: Tin plated lugs and compression type washers ("Belleville" type").
 4. Acceptable manufacture; similar to:
 - A. Power Cable; Anaconda, Triangle, Rome, General Cable, South wire, Essex, AIW.
 - B. Control Cable; Belden, Mohawk, West Penn.
 - C. Accessories;
 - D. Termination and Connection: T & B / Thomas & Betts, 3M, Burndy
 - E. Tags; Brady, T & B / Thomas & Betts, Raychem.

EXHIBIT "A-1"

HIDALGO COUNTY-SHERIFF'S OFFICE

Additional Specifications/Optional Equipment Services/Cabling Specifications

D. LOW VOLTAGE DISTRIBUTION EQUIPMENT

1. Disconnect Switches:
 - A. Non-fused or fused as indicated.
 - B. Voltage: 250 volts rated on 120/ 208 volt circuit and 600 volts rated 277/ 480 volt circuit.
 - C. Heavy-duty, quick-make quick-break.
 - D. Horsepower rated for motor load.
 - E. Toggle type switches as follows:
 1. Non-fused, load break.
 2. Maximum rating; 20 amps at 600 volts and 30 amps at 250 volts
 3. Two pole: similar to Arrow-Hart No. 6808
 4. Three pole similar to Arrow-Hart No. 7810
 - F. Knife blade type switches:
 - A. Load type with arc quenchers.
 - B. Maximum rating; 800 amps at 600 volts.
 - C. Manufacturer; similar to General Electric, QMR.
2. Remote Control Switches:
 - A. Electrically operated, mechanical held
 - B. Ratings: As noted
 - C. Enclosure: Dead Front, NEMA type as noted.
 - D. Vibration isolation mounting.
 - E. Soundproof enclosure.
 - F. Lighting and mixed loads up to 225 amps; Similar to Automatic Switch Co. No. 920, Zenith, GE, Square D or Siemens.
 - G. Inductive loads up to 225 amps. And all loads from 225 amps up to 2000 amps: Similar to Automatic switch Co. No. 911.
3. Fuses; Continuous Current Rating, as Indicated:
 - A. Current limiting – 200,000 amps interrupting current rating. Similar to " Bussman", type as indicated:
 - B. Fusetron, "FRN", 250 volt 15-600 amp (U.L. Class RK5), time delay.
 1. Fusetron, "FRS", 600 volt 15-600 amp (U.L. Class RK5), time delay.
 2. Limitron, "KTN", 250 volt, 15- 600 amp (U.L. Class RK1).
 3. Limitron, "KTS", 600 volt, 15-600 amps (U.L. Class RK1).
 - C. All fuses: Same manufacturer.
 - D. Provide one spare matching fuse for each set of three.
4. Circuit Breaker:
 - A. Molded case:
 1. Thermal-magnetic, 400 amp frame and below; solid state trip elements 600 amp frame and above. Bolt-on, quick-make break for both types.
 2. Manually operation with insulation trip free handle and rated for switching duty.
 3. Multi-pole type: With internal trip bar.
 4. Terminal: Suitable for copper or aluminum cable.
 5. Auxiliary devices as indicated.
 6. Enclosures: Dead front, NEMA Type 1, except as noted.

EXHIBIT "A-1"

HIDALGO COUNTY-SHERIFF'S OFFICE

Additional Specifications/Optional Equipment Services/Cabling Specifications

7. Frames as indicated, interchanged trips and interrupting capacity not less than noted available symmetrical short circuit Current.

5. Panelboards: Circuit breaker type, rating as noted.
 - A. Bus bars: Hard drawn copper, minimum 98 percent conductivity, silver plated joints. Or Alloy aluminum with tensile yield strength of 20,000 psi, minimum 55 percent conductivity, and tin plated joints.
 - B. Enclosures:
 - C. Cabinets with:
 1. Galvanized sheet steel back box.
 2. Door and trim.
 3. Lapped and welded corners.
 - D. Hardware; chrome plated with:
 1. Flush lock and catch: Up to 48 inch high door.
 2. Vault handle, lock and 3-point catch: Larger than 48 inch door.
 - E. Hinge:
 1. Standard steel with no-ferrous pins.
 2. 80 degree opening.
 3. Locate maximum 26 inch on centers.
 4. Hinged trim cover for Panelboards over 36 inches high.
 - F. Minimum gutter spaces:
 1. 100 and 225 amp mains: 5-3/4 inch sides top and bottom.
 2. 400 amp mains: 9 inch sides, 8 inch top and bottom.
 3. 600 and 800 amp mains: 9 inch sides, 12 inch top and bottom.
 4. 1200 amp mains: 12 inch sides top and bottom.
 5. Increase sizes where required by code for " subfeed " or " feed through cables.
 - G. Directory:
 1. Holder: Metal frame with clear plastic, transparent cover.
 2. Typewritten list indicating feeder cable and conduit size, circuit number, outlets, supplied and their locations.
 - H. Acceptable Manufactures; Similar to:
 1. Switches:
 - A. Siemens
 - B. Square D
 - C. Automatic Switch Co. – remote control switches only.
 2. Fuses:
 - A. Bussman
 - B. Littelfuse
 - C. Ferraz Shawmut
 3. Circuit breaker:
 - A. Siemens - Bolt on BL
 - B. Square D - Bolt on
 4. Panelboard:
 - A. Siemens - Bolt on BL
 - B. Square D - Bolt on

EXHIBIT "A-1"

HIDALGO COUNTY-SHERIFF'S OFFICE

Additional Specifications/Optional Equipment Services/Cabling Specifications

E. MOTOR CONTROLLERS – FURNISHED UNDER MECHANIAL SECTION

1. Enclosed with motor control centers or individually mounted as indicated.
Individually mounted starters in NEMA Type 1 enclosure, except as noted.
2. Components:
 - A. Terminal Copper.
 - B. Overload protection: In each phase leg and coordination with indicated motor horsepower, with reset button in enclosure.
 - C. Pilot lights: When specifically called for.
 1. Six volt incandescent lamp. Of specified color.
 2. Candelabra base receptacle with transformer for lamps.
 3. Positive indication for motor with local disconnect switches.
 4. Switches: Horsepower rated, load break, external padlocking type.
 5. Short circuit protection: Fused as indicated.
3. Manual Type:
 - A. Coil: Minimum 10 amperes per pole, 110 to 125 volt operating, 240 volt, A.C. maximum rating, 60 hertz.
 - B. Contact: Main line and minimum two, 10 amp convertible, auxiliary contacts.
 - C. Control transformer: For motor over 120 volt to step down control voltage to 120volts; of required capacity with fuse and grounded connection on low voltage side.
 - D. Manual-control: Momentary contact pushbuttons, red pilot light for "ON" and green pilot light for "OFF" positions and low voltage protection.
 - E. Manual-automatic control: With HOA selector switch – all starters.
 - F. Disconnect switch within controller housing, for control wiring derived from independent source. Interlock control switch with power switch for simultaneous "ON-OFF" operation.
4. Controller Type: Similar to Cutler-Hammer, of catalog numbers specified, modified as noted. Coordinate controller and auxiliaries with motor supplied and operation as defined under DIVISION 15.(all items specifying brand name, same as or equivalent too)
 - A. Manual; single speed:
 1. Two pole
 2. Pilot light; red for "ON" position only
 3. HOA selector switch for automatic operation.
 - B. Magnetic; single speed – non-reversing;
 1. Full voltage non-reversing magnetic starter.
 2. HOA selector switch, all starters.
 3. Two sets of auxiliary contactor, NC/NO, per starter
 - C. Push button stations: When required
 1. START – STOP push buttons
 2. Pilot light
 3. Lockout provision.
 4. Oil tight
 - D. Hand-off-Automatic (HOA) stations: When required- separate from starters.
 1. HOA selector switch.
 2. Pilot lights.
 3. Lockout provision.

EXHIBIT "A-1"

HIDALGO COUNTY-SHERIFF'S OFFICE

Additional Specifications/Optional Equipment Services/Cabling Specifications

4. Oil tight

F. Manufacture; similar to cutler-Hammer Inc., Allen Bradley, Furnas Electric Co

F. DEVICES

A. Local Wall Switches;

1. Heavy duty, toggle, quiet type, specification grade.

2. 20 amp, 120/277 volt, A/c

3. Similar to Harvey Hubbell Catalog Nos. as follows:

A. Single pole, No 1221-1

B. Double pole, No 1222-1

C. Three-way, No 1223-1

D. Four-way, No 1224-1

B. Insertion Receptacle:

1. Grounded, except as noted.

2. Similar to Leviton "Decora" Style with 2 plate mounting screws.

A. Duplex convenience; specification grade.

1) 20 amp, 125 volts, 2 pole, 3 wire, u ground slot, Catalog.

B. Single, specification grade.

1) 20 amp, 125 volts, 2 pole, 3 wire, u ground slot, Catalog No. 5361-I

C. Duplex, specification grade, isolated ground.

1) 20 amp, 125 volts, 2 pole, 3 wire, u ground slot, Catalog. No. IG-5362

D. Ground fault interrupter receptacles: Self protecting type, duplex convenience

1) 20 amps, 125 volt, 2 poles, 3 wires, U ground slot, Catalog No. GF-5362-I

C. Device Plates:

1. High impact, thermal-setting, smooth **NYLON**, "Decora" style with two plate mounting screws per plate.

2. For receptacles with other than 120 volts, inscribed voltage available.

3. All devices plates in detention areas shall have "snake eye" security screws, two per plate, and or tamper proof torqs bit.

D. Time Switches: as indicated.

E. Acceptable Manufactures: Similar to (all items specifying brand name, same as or equivalent too):

1. Local wall switch, receptacles, device plate and pilot light:

A. Harvey Hubbell Inc.

B. Leviton

C. Pass & Seymour

2. Time switches:

A. Tork.

G. INSERTS AND SUPPORTS

A. Maximum Loading: 75 percent of rating.

B. Insets:

EXHIBIT "A-1"

HIDALGO COUNTY-SHERIFF'S OFFICE

Additional Specifications/Optional Equipment Services/Cabling Specifications

1. Expansion case and concrete fasteners: Grinnel figure 117 and Series R.
2. Concrete drilled to received required expansion case of concrete fasteners.
- C. Supports from Building Construction: Beam clamps, cantilever brackets, or other acceptable means after review.
- D. Grouped Lines and Services: Supported by trapeze hangers of bolted angle or channels.
- E. Where building construction is inadequate, provide additional acceptable framing after review.

H. TELEPHONE – DATA (TELE / DATA) – MATV / CATV CONDUIT SYSTEMS EQUIPMENT and CABLING INSTALLED by Contractor if needed

1. Empty conduit telephone raceway system as indicated on the Drawings and consisting of:
2. Empty conduits – Underground to Property Line –per drawings.
3. Distribution Conduits – per drawings.
4. SLEEVES – ALL FIRE WALLS TO STRUCTURE. EMT CONDUIT WITH CONNECTORS WITH PVC BUSHINGS OR COUPLINGS TO PREVENT DAMAGE TO WIRE.
5. Terminal boards – 3 / 4 - 4 x 8 plywood furnished and installed by GENERAL CONTRACTOR ONLY IF THERE IS NOT SPACE AVAILABLE AT LOCATION.
6. Outlets – 3 / 4 EMT stubbed to Accessible Ceiling space, from each outlet.
7. Outlets boxes – 4"square – 2 – 1/8" Deep – with one gang P.R.
8. Outlet cover plates and terminal devices furnished and installed by equipment / cabling installer.
9. Nylon pull strings to be installed in distribution conduits or sleeves. Nylon pull strings shall be installed in all conduits except 10' stub- ups to accessible lay-in ceilings.
10. Electrical contractor to provide **120 VAC Emergency** powers as required by telephone equipment / cabling installer.
11. Other in inmate holding areas must have continuous concealed conduit (EMT or Rigid) to the nearest TELE/DATA OR MATV / CATV DISTRIBUTION BOARD.
12. TELE / DATA AND MATV / CATV cabling shall be exposed only on designated distribution boards. Electrical contractor shall install multiple 2" EMT conduits or larger if needed from TELE / DATA AND MATV boards to accessible attic space.
13. INTENT of CONDUIT ACCESS SYSTEMS is A SYSTEM THAT WILL PERMIT THE TELE/DATA SYSTEM TO BE CABLED AT THE END OF THE JOB. ELECTRICAL CONTRACTOR WILL INSTALL CONDUITS TO ACCESSIBLE LAY – IN CEILING AREA AND SLEEVE FIRE WALLS – CABLE CONTRACTOR WILL BE RESPONSIBLE FOR SEALING CABLE WITHIN SLEEVES THAT CROSS ALL FIRE WALLS.
14. Electrical contractor will install terminal cabinets if need to provide power to any equipment that may need power.
15. Electrical contractor is responsible to install a electrical panel (commercial grade bolt on - Siemens panel), step down or step up transformers to provide power to any equipment that may require power; if the nearest electrical panel dose not have more that 2 spare breakers in panel. There must be at least one (1) spare breaker in panel any existing panel.
16. While terminating Category 5e or 6e twisted pair cables be sure the natural twist of each pair is carried through as close as practical to the point of mechanical termination. TIA / EIA 568-B.2 required no more than 0.5 inch (13mm) untwisted for Category 5E & 6E as it will affect performance at high bit rates.

EXHIBIT "A-1"

HIDALGO COUNTY-SHERIFF'S OFFICE

Additional Specifications/Optional Equipment Services/Cabling Specifications

17. Cabling should be secured and placed in a manner which prevents kinking and tight cinching. Do not excessively bend the cable greater than four times the cable diameter.
18. Cabling should not be subjected to greater than 25 pounds of pulling tension (110N).

I. CAT 5 & CAT 6 PLENUM DATA WIRE AND DEVICES

1. Category 5e & Category 6e Plenum type MPP / CMP 350 MHz 24 AWG solid 4 pair unshielded twisted pair cable (signal electronic cable), complete with accessories; sizes.
 - A. Category 5E, Category, 6E plenum 24 AWG solid 4 pair wire unshielded twisted pair cable.
 - B. Modules RJ 45 Cat 5E, Cat 6E.
 - C. Telephone wall plates, jacks, and accessories plates if necessary
 - D. Telecommunication products: wiring blocks, relay racks, cabinets, and accessories, patch panels.
2. Acceptable manufactures, similar to(all items specifying brand name, same as or equivalent too):
 - A. ICC, Coleman Cable Inc, Commercial Grade - CMP 350, General Cable, Carol Brand, Geneses, Honeywell
 - B. Modules Cat 5E, & Cat 6E - ICC brand
 - C. Inmate phone service part exclusive to there respective company.
3. Conductors & Race ways: sizes as indicated in accordance with the following;
 - A. Wiremold wire management systems mild steel
 - B. Panduit wire managements systems mild steel
 - C. Rigid steel conduit (RGC); full weight or intermediate weight (IMC) pipe galvanized threaded, minimum diameter ½ inches.
 - D. Electrical metallic tubing (EMT); thin wall pipe, galvanized, threadless, minimum diameter ½ inch except as noted required for wiring.
 - E. Flexible steel conduit; continuous single strip, galvanized, minimum diameter 3/8 – 1/2 inches as noted for wiring. No longer than 2 ft
4. Acceptable manufactures, similar to:
 - A. Rigid Steel –IMC: Allied, Western, Triangle, Wheatland, LTV.
 - B. Aluminum; Allied, Western, Triangle, Wheatland, LTV.
 - C. EMT; Allied, Western, Triangle, Wheatland, LTV.
 - D. Flexible; Anaconda, Electroflex, Alfex, AFC.
5. Wire ways; complete with all fittings and accessories. Size as noted, baked enamel finish inside and outside, approved for support at minimum 10feet on centers
 - A. Interior use: Hinged cover and base, minimum thickness 16 gauge galvanized Steel.
 - B. Exterior use: Hinged cover and base, minimum No. 14 gauge galvanized steel, weatherproof and gasket.
 - C. Acceptable Manufacturer: Similar to Hoffman Engineering Co., Square D Co., Wiremold, Walker Duct,
 - D. Fittings and Accessories:
6. Raceway fittings:
 - A. Rigid steel conduit; steel or malleable iron, galvanized.
 - B. Aluminum conduit; aluminum alloy.

EXHIBIT "A-1"

HIDALGO COUNTY-SHERIFF'S OFFICE

Additional Specifications/Optional Equipment Services/Cabling Specifications

- C. EMT; galvanized steel, set screw steel connectors & couplings. Indentor type fittings not acceptable.
 - D. Flexible metallic conduit; angle wedge type with insulated throat.
 - E. Bushings; metallic insulated type, Weatherproof or dust-tight installations; liquidtight with sealing ring and insulated throat.
 - F. Expansion and deflection fittings: O.Z. / Gedney type "DX" for embedded conduit and flexible conduit for exposed conduit.
 - G. Acceptable manufactures, similar to:
 - H. Fittings: O.Z./Gedney, T & B, Bridgeport, RACO Steel City, Appleton, Crouse Hinds.
7. Sleeves:
- A. Extend flashing 10 inches around edge of raceway. Flashing subject to review.
 - B. Sleeves must be in EMT conduit with a connector, coupling with a PVC, nylon bushing and must be sealed with fire caulking in and around the sleeve. Must have a tight fit if it penetrates any of the following; Sheetrock fire rated wall, masonry block, Concrete, and or metal.
 - C. Seals: Raceways in sleeves must be sealed with fire caulking or sealant.
 - D. Acceptable manufactures, similar to (all items specifying brand name, same as or equivalent too):
 - 1. Hilti fire stop, 3M Fire Barrier Sealant, DAP fire stop sealant, Rector seal Metalcaulk 1000 firecaulk sealant
8. Boxes:
- Outlet boxes: except as other wise required by construction, devices or wiring, as Follows:
Weather proof box, Wiremold, Walker Duct, or any boxes that the data / phone manufacture may construct to enclose there product that meets UL regulation and that is tamper resistant- vandal proof.

J. INSERTS AND SUPPORTS

Acceptable manufactures, similar to (all items specifying brand name, same as or equivalent too):

- A. Maximum Loading: 75 percent of rating.
- B. Insets:
 - i. Expansion case and concrete fasteners: Grinnel figure 117 and Series R.
 - ii. Concrete drilled to received required expansion case of concrete fasteners.
- C. Mounting supports
- D. Supports from Building Construction: Beam clamps, cantilever brackets, or other acceptable means after review.
- E. Grouped Lines and Services: Supported by trapeze hangers of bolted angle or channels.
- F. Smooth wires fasten from main structure with a J hook communication cable support bracket.
- G. Cable tray system supported from main structure or mounted to wall.
- H. Where building construction is inadequate, provide additional acceptable framing after review.
- I. **Do not** tie in to any existing trapeze unit strut or any smooth wire supporting any other trades items. You must support your own product.
- J. Fittings: O.Z./Gedney, T & B, Bridgeport, RACO Steel City, Appleton, Crouse Hinds.
- K. Supports; Super strut, UNISTRUT.

EXHIBIT "A-1"

HIDALGO COUNTY-SHERIFF'S OFFICE

Additional Specifications/Optional Equipment Services/Cabling Specifications

L. Fasteners: Caddy, Rawl, Philips Redhead, Panduit, Hilti

M. MARKING AND IDENTIFYING

1. Cat 5e – Cat 6e data wire must be mark at both ends with a self laminating wire and cable marking. Identify the location of the wires termination.
2. Cat 5e – Cat 6e data wire must be strap in a bundle with nylon cable ties. Cabling should be secured and placed in a manner which prevents kinking and tight cinching. Do not excessively bend the cable greater than four times the cable diameter.
- iii. Acceptable manufactures, similar to:
 - A. 3M, Brady, Thomas & Betts, Panduit,

N. GENERAL

- A. Contactor shall confirm previous work which could affect this contract. Should Contractor not confirm existing conditions and / or scope of work, no revisions in the contact price shall be considered – even though this is total new construction.
- B. Set and layout work on premises. Base all measurements' from bench marks and correct setting or work to agree with established lines and levels. Should discrepancy exist between actual measurements and those, indicated, notify Hidalgo County Sheriff Office in writing and do not proceed with work affected until written instructions are received from the Hidalgo County Sheriff Office.
- C. All minor appurtenance not specifically mention herein that are necessary to make a complete working installation, are included in the work with any necessary field engineering or detail drawings required. Submit Drawings as specified.
- D. Install equipment, rigid and secure, plum and level, and in true alignment with related and adjoining work. No welding of electrical materials for attachment or support is permitted.
- E. Provide templates, layout drawings, and supervision to ensure correct placing of anchorage items in concrete, and check embedded items for correctness of location and detail before concrete is placed.
- F. Provide supporting members as required to set and connect rigidly the work.
- G. Correct noise and vibration exceeding specified limits or due to faulty equipment at no expense to Owner.
- H. Changes of magnitude involving extra cost: not allowed without written approval of the Hidalgo County Sheriff Office.
- I. Group concealed equipment requiring access with equipment freely accessible through access doors.
- J. Cutting shall conform with requirements in the Section dealing with cutting.
- K. Patching shall conform with requirements in Section dealing with patching.

O. HEIGHT OF OUTLETS

- A. Height of outlets from finished floor to top of outlet box for:
 1. Receptacle and telephones: 1 foot 6 inches.
 2. Wall switches – wall telephones: 4 feet, 0 inches
 3. Inmate Cell – wall telephone: use the existing j-box opening in cell

EXHIBIT "A-1"

HIDALGO COUNTY-SHERIFF'S OFFICE

Additional Specifications/Optional Equipment Services/Cabling Specifications

4. Exceptions:
 - A. At junction of different wall finish materials
 - B. On molding or break in wall surface.
 - C. Where the above height do not meet the requirements of the applicable code:

- B. Placement Standards:
 1. Duplex Convenience / TV / Telephone Outlets; vertically oriented.
 2. Gang outlets where possible. Where ganging is not possible, locate as tightly together, as possible, and equally spaced.
 3. Align vertically outlets of different types, shown adjacent on plan, but are of different mounting heights.

P. INSTALLATION OF RACEWAYS

- A. Run conduits concealed, except as noted.
- B. Supports:
 1. Ceiling trapeze, strap hangers, or wall brackets.
 2. U-bolt or pipe straps at each floor level of riser raceways.
 3. Secure conduits to supports with pipe straps or U-bolts.
 4. Maximum spacing; 10 feet on centers for metallic and raceways.
 5. Mount supports to structure with:
 - A. Hilti shot nails on masonry block.
 - B. Expansion shield or insets on concrete – shot inserts only if approved
 - C. Self threading anchor
 - D. Hammer drive insert lead anchor, poly-set anchor, lag-expansion shield
 - E. Plastic and metal wallboard anchors, hollow wall and metal anchors
 - F. Machine screws on metal.
 - G. Wood screws on wood
 - H. Nails, rawl plugs or wood plugs; not permitted.
 6. Acceptable manufactures, similar to:
 - A. ITW- Ramset- Redhead, Greenlee, HILTI, Wej-it,
 - B. Ream and eliminate burr from cut conduit.
 - C. Maintain cross sectional area of conduit bends with that of straight runs.
 - D. Route exposed conduits with or at right angles to walls. No conduit exposed in fishes spaces.
 - E. Clearances from water, steam or other piping: Minimum three inches separation from hot water pipes, except four inches from pipe cover at crossings.
 - F. Keep raceways clear motor foundations and underside of boilers.
 - G. Support ceiling hung branch circuit conduits on ceiling suspension systems only if suspension system is designed and approved to support branch circuit conduit. If so approved use Caddy clips, or Approved equal, designed to support conduit.
 - H. Route conduit in walls vertically or horizontally. Diagonal runs not permitted.
 - I. Empty conduits: In walls or conduits in concrete slabs are for future use; **Do not use these conduits.**

EXHIBIT "A-1"

HIDALGO COUNTY-SHERIFF'S OFFICE

Additional Specifications/Optional Equipment Services/Cabling Specifications

- J. Seals around conduit penetration through fire rated walls and floor on both sides and proved fire rated, UL Listed sleeve assemblies and fire rated compound consistent with rating of penetrated fire rated walls and floors.
- K. Outlet boxes:
 - 1. Set square and true with building finish and secure to building structure by adjustable strap irons.
 - 2. Verify outlets locations in finished spaces with Drawings of interior detail and finishes.
 - 3. Provide barriers between switches connected to different phase for voltages exceeding 150 volts to ground.
- L. Panel, Junction and pull boxes:
 - 1. Location: not permitted exposed in finished space unless approved by Hidalgo County Sheriff Office. Maintain accessibility and clear of other work.
 - 2. Support from building structure, independent of conduit.
 - 3. Outlet boxes for fixture recessed in hung ceiling; accessible through opening created by removal of fixture.

Q. INSTALLATION OF WIRE AND CABLE

- A. 600 VOLT CABLE:
 - 1. All wire and cable installed in raceway unless otherwise specified or indicated
 - 2. Pull no thermoplastic conductors at temperature lower 32 degrees F.
 - 3. Pull wire only after race way and termination boxes are installed.
 - 4. Circuiting shown on plan is for number of devices or fixture per circuit. Circuits can be combined provided raceway size and derating factors are in compliance with NEC.

R. INSTALATION OF LOW VOLTAGE DISTRUBUTION EQUIPMENT

- A. Panelboards: Install as following:
 - 1. Circuit numbers indicated on drawings and panel schedules are for identification purpose only. Provide actual circuit numbers upon installation of work and indicate in panelboard directory as installed.
 - 2. Provide "subfeed" or "feed-through" multi-cable lugs where required.
 - 3. Mounting height; Maximum 6 feet 6 inches from floor to top switch unit.

S. CLEANING

- A. Brush and clean work prior to concealing, painting and acceptances. Performed in stages if directed on all finished painted electrical equipment.
- B. Clean and repair soiled or damaged painted exposed work and match adjoining work before final acceptance. Use factor touch-up supplied on equipment.
- C. Remove debris from inside and outside of material, equipment and structures.

T. OWNER'S INSTRUCTION on OPERATION and MAINTENANCE of ELECTRICAL SYSTEMS.

- 1. Present owner's representatives with four (4) Operational and Maintenance Manuals.

EXHIBIT "A-1"

HIDALGO COUNTY-SHERIFF'S OFFICE

Additional Specifications/Optional Equipment Services/Cabling Specifications

2. Demonstrate operation and Maintenance and operational of Electrical System to owner's Designated operation and maintenance personnel.
3. Present owner's designated maintenance and operational personnel with electrical spare parts.

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. <u>COMMISSION:</u> | <u>35%</u> |
| ➤ Percentage of Commission for each call. | |
| ➤ The providers cost of the proposed service | |
| 2. <u>EXPERIENCE, RELIABILITY AND STABILITY</u> | <u>30%</u> |
| ➤ Extensive Experience with provision of inmate telephone service | |
| ➤ Evidence of Proposers experience with similar institutions | |
| 3. <u>PROPOSED METHOD OF PERFORMANCE</u> | <u>05%</u> |
| ➤ Provide sufficient professional background (references) indicative of outstanding or exceptional services. | |
| 4. <u>EQUIPMENT</u> | <u>15%</u> |
| ➤ Furnish satisfactory evidence of their ability to furnish service/equipment | |
| 5. <u>SERVICES</u> | <u>15%</u> |
| ➤ 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				ANNUAL AGGREGATE	\$
	<input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COM/POP	\$
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				AUTO ONLY-EA ACCIDENT	\$
<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY	EA ACC AGG \$	
	GARAGE LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> ANY AUTO				AGGREGATE	\$
C	EXCESS LIABILITY					\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYEE	\$
	OTHER				E.L. DISEASE-POLICY LIMIT	\$

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

OFFICE USE ONLY

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

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

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

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

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**PROPOSER'S AFFIDAVIT
Exhibit "E"**

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTERST, AND ANTI-LOBBYING**

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 nay 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__.



HIDALGO COUNTY PURCHASING DEPARTMENT Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy, 281, Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ()	
dba Name:		
Legal Name:		
Mailing Address:	Fax No. ()	
Physical Address:		
City, State, Zip	Tax I.D. No.	
Remit to Address :	City, State, Zip	
E-Mail Address:		
Representative(s) Name(s) & Title(s)		
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify		
State Identification No. _____ (Please attached completed W-9 form with this application)		
Federal Identification No. or (if individual) SS No. _____		
State of Incorporation: _____ Date: _____ Other: _____		
Type of Business (check one): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker _____ Distributor <input type="checkbox"/> Service Organization <input type="checkbox"/> Other, Specify		
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:		
Small and/or Disadvantaged Business Information (check application criteria)		
Small Business: _____ Disadvantaged Business (At Least 51% Ownership)		
<input type="checkbox"/> Less than 125,000 annual gross receipt	<input type="checkbox"/> Black American	<input type="checkbox"/> Native American
<input type="checkbox"/> Less than 250,000 annual gross receipt	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Women
<input type="checkbox"/> Less than 499,000 annual gross receipt	<input type="checkbox"/> Asian Pacific American	<input type="checkbox"/> Other
<input type="checkbox"/> More than 500,000 annual gross receipt		
Have you been certified as a HUB or an MBE/WBE source?: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Indicate Certification No.(s): _____ or are Certificate(s) attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No		
What type of product(s) is/are solicited by your company?:		
Would you like to be provided with specifications for procurements of such products?: <input type="checkbox"/> Yes <input type="checkbox"/> No		
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____		
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____		

(RETURN THIS PAGE WITH BID RESPONSE)

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: _____

(RETURN THIS PAGE WITH BID RESPONSE)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see Instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number																					
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Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Form W-9 (Rev. 12-2014)

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**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.

**REQUIRMENTS AGREEMENT
HIDALGO COUNTY INMATE PAY
TELEPHONE SERVICES AGREEMENT
C-16-097**

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between HIDALGO COUNTY, TEXAS (hereinafter referred to as "County") and _____ (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 JULY 27, 2016 (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 _____ a copy of which is attached hereto as Exhibit "B" and incorporated herein for all purposes.
- c. Any and all documents furnished and identified in writing by County to Contractor to be a part of this Contract, including but not limited to RFP; and
- 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 _____**

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

a. _____% of the gross billed revenue for "flat rate" Local Collect calls.

b. _____% of gross billed revenue for Long Distance Collect calls.

c. _____ Dollar (\$0.00) Card will cost Hidalgo County Sheriff's Office _____ Dollars and _____ Cents (\$0.00) 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 _____, 2016, expiring _____, 2018 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 required by applicable law no person or entity other than County and Contractor will have access to the facility.

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

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

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 November 05, 2015 and the Services shall be completed on or before November 04, 2018.

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

MNC okay 11/29/14

MNC okay 11/29/14

see
MNC okay 11/29/14

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 _____, 2016 and the Services shall be completed on or before _____, 201_____.

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
100 E. Cano St. 2nd Floor

Edinburg, Texas 78539

If to Contractor:

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. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

37. **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:

By: _____

Printed Name: _____

Title: _____





EXHIBIT "A"
REQUEST FOR PROPOSALS (RFP) PROCUREMENT PACKET



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



EXHIBIT "C"
INSURANCE REQUIREMENTS

EXHIBIT "B"

Contractor's Proposal

With Best and Final Offer (BAFO)



SECURUS
Technologies

October 11, 2016

Hidalgo County Purchasing Office
Yolanda Velasquez, Buyer III
2812 S. Business Highway 281
Edinburg, Texas 78539

RE: RFP for "Inmate Pay Telephone System & Services"

Dear Yolanda,

Securus Technologies, Inc. is pleased to submit our best and final proposal in response to Hidalgo County's RFP for "Inmate Pay Telephone System & Services". We are prepared to comply with all the contractual requirements and have offered a turnkey solution offering all of the capabilities requested by Hidalgo County.

Our proposal to Hidalgo County includes:

Ninety One (91%) Percent Commission with a \$675,000 Minimum Annual Guarantee. An additional \$10,000 will be paid upon acceptance of renewal year terms in years 3, 4 and 5.

Securus will charge .25 per minute with a \$3.00 credit card funding fee with no cost funding options available.

Secure Call Platform (SCP) with all required features and all training provided throughout the term of the agreement. The system will include Automated Information Services (AIS) to automate inmate and constituency questions, Investigator Pro biometric identification, ICER inmate communication evaluation and reporting and THREADS data analytics at no cost to Hidalgo County.

Securus is dedicated to our role as a partner to law enforcement and deploys many applications dedicated to assisting our partners in improving facility efficiencies as well as resolving issues around overcrowding, budget shortfalls, staffing shortages and overall community safety. In addition to offering the industry's only program giving back to fallen officers through our Correctional Officer's Memorial Fund.

We are confident in our proposed solution to Hidalgo County and we believe we will exceed your expectations for the provision of inmate telephone services. A partnership with Securus will provide Hidalgo County with greater efficiency enhancing capabilities, improved security, and improved investigative capabilities. Please contact me with anything additional we can provide and we look forward to the opportunity of beginning a long term mutually beneficial relationship with Hidalgo County and its constituents.

Best Regards,

Matt Anderson
Sales Vice President

APPENDIX A

PROPOSAL RESPONSE SHEET

HIDALGO COUNTY ADULT DETENTION FACILITY

"INMATE PAY TELEPHONE SERVICES"

Securus Technologies, 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: ninety one %

Numerical Percentage offered: 91 %

- 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: ninety one %

Numerical Percentage offered: 91 %

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

Billed Charge Any GROSS BILLED

For A Cell	Deductions	REVENUE
<u>\$2.50 (avg call)</u>	LESS <u>\$0.00</u>	= <u>\$2.50 (call revenue)</u>

COMPANY NAME: Securus Technologies, Inc.

ADDRESS: 14651 Dallas Parkway, suite 600

CITY: Dallas STATE: Texas ZIP CODE: 75254

PHONE No: 972-277-0300 FAX No: 972-277-0514

AUTHORIZED SIGNATURE: 

PRINTED NAME: Robert E. Pickens

TITLE: President EMAIL: bpickens@securustechnologies.com

Executive Summary

Securus Technologies, Inc. (Securus) appreciates the opportunity to submit our proposed Inmate Pay Telephone System & Services solution to the Hidalgo County (County) Purchasing Department on behalf of the Hidalgo County Sheriff's Office. After reviewing your request for proposal (RFP NO: 2016-097-07-27-YZV), Securus is confident that we can meet all of the specifications set forth by the RFP. Securus delivers the best technology in the inmate communications industry, and we tailor it to meet our partners' specific needs.

Securus understands what is important to county jails, and especially the County's facility, and we will meet or exceed your expectations in relation to all of your selection criteria:

- **Commission** - Securus offers some of the most attractive commission rates in the industry. We are pleased to be able to offer the County a **91% commission** on all gross revenue. We will also include a minimum annual guarantee of \$675,000 annually to support Hidalgo County.
- **Experience, Reliability and Stability** - Founded in 1986, Securus and its predecessor organizations have been providing correctional facility communications systems for almost 30 years.
- **Proposed Method of Performance** - Securus is the **leading technology innovator and provider** in the industry. We have developed and currently own more than 140 technology patents, along with approximately 90 more pending with the U.S. Patent Office. Our inmate telephone system is the most deployed inmate telephone platform in the correctional communications industry, with over 2,600 current installations nationwide. Five references that have benefitted from our exceptional products and services can be found in Appendix B.
- **Equipment** - Securus telephones are built for the prison environment. They are the overwhelming choice for the federal prisons, state prisons, county facilities, and city facilities nationwide because of their proven reliability, durability, and flexibility. Securus also manufactures TTY/TDD telephones that are in full compliance with ADA requirements. Securus will also provide the County with an uninterruptible power supply (UPS) backup for the equipment installed on the County's premises. The UPS will eliminate spikes, sags, surges, and transients, delivering clean power to connected critical loads.
- **Services** - Headquartered in Dallas, Texas, Securus serves more than 3,400 safety, law enforcement, and corrections agencies, and 1,200,000 inmates across North America. Our proposed inmate telephone solution is the most widely used system available serving over 2,600 sites daily.

EXHIBIT "C"
INSURANCE REQUIREMENTS



SECUHOL-01

PAYNERY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Texas, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Towers Watson Certificate Center
	PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378
	E-MAIL ADDRESS: certificates@willis.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Berkley National Insurance Company	NAIC # 38911
INSURER B: Berkley Regional Insurance Company	29580
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Securus Technologies, Inc.
14651 Dallas Parkway
Suite 600
Dallas, TX 75254-8815

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		TCP7008991-10	09/09/2016	09/09/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		TCP7008991-10	09/09/2016	09/09/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp & Coll Ded \$ 1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		TUL7008990-10	09/09/2016	09/09/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	TWC7008989-10	09/09/2016	09/09/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE VOIDS AND REPLACES THE PREVIOUSLY ISSUED CERTIFICATE DATED: 9/9/2016

CERTIFICATE HOLDER

CANCELLATION

Hidalgo County
2802 South Business Hwy 281
Edinburg, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

