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Dallas, Texas 75254

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Irving, Texas 75063

[www.securustech.net](http://www.securustech.net)

March 20, 2009

Kerstin Hancock  
% Williamson County Purchasing Dept.  
301 SE Inner Loop, Ste 106  
Georgetown, TX 78626

Dear Ms. Hancock:

Attached, please find an executed copy of the Proposal/Award Form between Williamson County and Evercom Systems, Inc., a wholly owned division of SECURUS Technologies.

We would like to thank you at this time for continuing to choose SECURUS as your inmate phone provider.

Should you need further assistance, please contact your SECURUS Representative.

A handwritten signature in cursive script that reads 'Valerie Strzelecki'.

Valerie Strzelecki  
SECURUS Technologies  
Contracts Administrator  
Accounting Department

**WILLIAMSON COUNTY PROPOSAL FORM**  
**COIN LESS INMATE TELEPHONE SYSTEM**  
**FOR THE WILLIAMSON COUNTY JAIL FACILITY**

**PROPOSAL NUMBER: 06WCAP107**

NAME OF PROPOSER: Securus Technologies

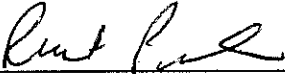
Mailing Address: 14651 Dallas Pkwy, 6th Floor

City: Dallas State: TX Zip: 75254

Email Address: \_\_\_\_\_

Telephone: (972) 277-0300 Fax: ( )

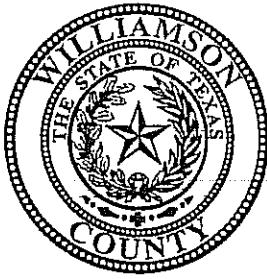
The undersigned, by his/her signature, represents that he/she is authorized to bind the proposer to fully comply with the terms and conditions of the attached Request for Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

 Date of PROPOSAL: 3/24/09  
Signature of Person Authorized to Sign Proposal

Printed Name and Title of Signer: Robert Pickens, CMO

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT**

**THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL**



WILLIAMSON COUNTY  
PURCHASING DEPARTMENT  
301 SE INNER LOOP - SUITE 106  
GEORGETOWN, TEXAS 78626

<http://www.williamson-county.org/Procurement>

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## REQUEST FOR PROPOSAL

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### COIN LESS INMATE TELEPHONE SYSTEM FOR THE WILLIAMSON COUNTY JAIL FACILITY

PROPOSAL NUMBER: 06WCAP107

PROPOSALS MUST BE RECEIVED ON OR BEFORE: MARCH 9, 2006– 1:30 PM

PROPOSALS WILL BE PUBLICLY ACKNOWLEDGED: MARCH 9, 2006– 2:00 PM

### PROPOSAL SUBMISSION

**DEADLINE:** Proposals must be received in the Williamson County Purchasing Department on or before 1:30 PM on Thursday, March 9, 2006. Proposals will be publicly acknowledged at 2:00 pm or soon thereafter in the Williamson County Purchasing Dept., 301 SE Inner Loop-Suite 106, Georgetown, Texas.

**METHODS:** Sealed proposals may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: Ginny Atkinson, Suite 106, Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown, Texas 78626*.

**FAX/EMAIL:** Facsimile and electronic mail transmittals will not be accepted.

### PROPOSAL REQUIREMENTS

**QUADRUPLICATE:** All proposals must be submitted in quadruplicate (1 original complete proposal set and 3 copies of the proposal set). The proposal sets should be marked "original" or "copy". A "proposal set" consists of the COMPLETED AND SIGNED Proposal Form and any other required documentation. All copies must have the same attachments as the original.

**SEALED:** All proposals must be returned in a sealed envelope with the proposal name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used**, the proposal name, number, opening date and time must be clearly marked on the outside of the delivery service envelope.

**REFERENCES:** Williamson County requires proposer to supply with this proposal, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

INMATE PHONE SYSTEM FOR JAIL PROPOSAL

**LEGIBILITY:** Proposals must be legible and of a quality that can be reproduced.

**FORMS:** All proposals must be submitted on the forms provided in this proposal document. Changes to proposal forms made by proposers shall disqualify the proposal. Proposals cannot be altered or amended after submission deadline.

**LATE PROPOSAL:** Proposals received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

**RESPONSIBILITY:** A prospective proposer must affirmatively demonstrate proposers responsibility. A prospective proposer must meet the following requirements:

- have adequate financial resources, or the ability to obtain such resources as required;
- be able to comply with the required or proposed delivery schedule;
- have a satisfactory record of performance;
- be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

### AWARD

**THIRTY DAYS:** Awards should be made approximately thirty (30) days after the proposal opening date. Results may be obtained by contacting the Purchasing Contact.

**REJECTION OR ACCEPTANCE:** No more than one proposal will be awarded for any item, single department or area. Proposals may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best proposal.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in this proposal request, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

**CONTRACT:** This Proposal, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful proposer and Williamson County.

The successful proposer may be required to sign an additional agreement containing terms necessary to ensure compliance with the proposal.

**CONTRACT ADMINISTRATION:** Under this contract, Chief Richard Elliott, Assistant Chief, Williamson County Jail, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful proposer.

**CONTRACT PERIOD(S):** The Initial Contract Period is Date of Award through March 31, 2009.  
Possible extension includes:

April 1, 2009 through March 31, 2010  
April 1, 2010 through March 31, 2011

## **BID CONTACTS**

### **PURCHASING CONTACT:**

Ginny Atkinson  
301 SE Inner Loop – Suite 106  
Georgetown, TX 78626  
(512) 943-1554  
wmsncntybids@wilco.org

### **TECHNICAL CONTACT:**

Mark White  
508 Rock Street  
Georgetown, TX 78626  
(512) 943-1300  
mwhite@wilco.org

## **MISCELLANEOUS**

**FOB DESTINATION:** All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the

Request for Proposal. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

**FIRM PRICING:** All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of proposal opening for a fixed period of time. Unless the Proposal expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 2007. Proposals which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best proposal, but for no longer than the current fiscal year.

**ESTIMATED QUANTITIES:** The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the proposal.

**FUNDING:** Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2005 thru September 30, 2006 fiscal year.

**SALES TAX:** Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

**STATEMENTS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Proposal Packages and/or Proposal Instructions/Requirements.

**DELIVERY:** The delivery time and location for the commodity and/or service covered by this proposal shall be as stated in the various proposal packages.

**PURCHASE ORDER:** If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful proposer for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

**PAYMENT:** Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna McKittrick, 943-1558 or Kathy Blankenship, 943-1557.

**CONFLICT OF INTEREST:** No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

**ETHICS:** The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

**DOCUMENTATION:** Proposer shall provide with this proposal response, all documentation required by this proposal. Failure to provide this information may result in rejection of the proposal.

**TERMINATION FOR DEFAULT:** Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the proposer in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

**SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**COMPLIANCE WITH LAWS:** The successful proposer shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this proposal including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

**PROPRIETARY INFORMATION:** All material submitted to the County becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

## **WORKER'S COMPENSATION**

The Texas Labor Code, §406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The rule requires a governmental entity to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, §402.061. The information provided below is a result of this rule. By submitting your bid to the county, you are acknowledging that this rule is a part of these bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your bid or proposal be accepted by the Williamson County Commissioners' Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address, prior to beginning work:

Ginny Atkinson  
Williamson County Purchasing Department  
301 SE Inner Loop - Suite 106  
Georgetown, TX 78626

If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1554, or you may call the Texas Workers' Compensation Commission at (512) 804-4000.

### **Workers' Compensation Insurance Coverage:**

A. Definitions: Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in S406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project;

(2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have

known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation.

Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

## **PROPOSAL SPECIFICATIONS**

The County is seeking a Vendor to provide a Coin Less Inmate Telephone System for the Williamson County Jail Facility. The specifications and contract are contained herein. The County reserves the right to evaluate and award a contract based on the best offer determined for the Jail Facility.

The awarded Vendor shall provide, install, and maintain a microprocessor based coin less collect/prepaid inmate telephone system designed and proven suitable for a jail environment.

Vendor shall enter into a binding contract with Williamson County for a period of three (3) years. The contractual time to be Date of Award (approximately April 1, 2006) through March 31, 2009. A copy of the contract is made a part of this specification package.

Williamson County reserves the right to extend the awarded contract for two (2) additional one-year periods as it deems to be in the best interest of the County.

Your entire proposal, if accepted for contract purposes, will become a part of the overall agreement.

Vendor agrees that the services to be provided, under this contract, are vital to County and must be continued without interruption and that upon expiration of this contract another vendor may be selected. Vendor agrees to exercise its best efforts and cooperation to effectively have an orderly and efficient transition to a successor.

Vendor agrees that this contract is not assignable without the express written consent of the Commissioner's Court of Williamson County and that venue for suit upon this contract shall be in Williamson County, Texas.

County and Vendor both agree that the Williamson County Commissioners Court shall be the sole and final authority on issues relating to this contract. Should any matter not be resolved to the Vendor's satisfaction, Vendor shall have the right to be heard in open court by Commissioners Court and the decision of Commissioners Court shall be final and conclusive, and shall be binding on all parties concerned.

The system installed by the Vendor must allow for a minimum of one hundred ten (110) coin less inmate phones.

The successful proposer shall provide all materials and items related to this system for proper installation at no charge to the County.

The system shall be line-powered and require no electricity to be run to telephones located in the cellblocks.

System shall provide automatic daily turn on and shut off at designated times.

System shall have manual kill switches on/off capabilities from designated control rooms with LED's that illuminate when a station is in use.

System shall possess unlimited telephone number blocking capabilities.

There shall be no charge for unanswered or non-accepted calls,

Once each call is completed the line shall return to primary dial tone to ensure that the inmate cannot place an unauthorized call.

The successful proposer shall provide complete computer systems with terminals and printers with capabilities to provide a complete list of all telephone numbers called from a given inmate telephone with call detail information as described hereafter in these specifications.

The successful proposer must provide, at no cost to the County, system updates and additional features in a timely manner as required by the County.

The successful proposer shall coordinate with the County for the removal and/or installation of operating telephone system.

The system must provide the following features and functions:

The system must be user friendly and provide instructions to both the inmate and the called party. System prompts must be provided in both English and Spanish.

Inmate phones shall not be capable of receiving incoming calls.

The system must verify that the collect call is actively accepted, provide the caller's name and identify the caller as an inmate of the Williamson County Jail Facility.

The system shall not allow inmate to listen to the status of the call in progress for the acceptance/denial by called party and shall not allow inmate to communicate with the called party until the call has been accepted.

The inmate telephone system must be able to detect and minimize fraudulent calls. At a minimum, the system should refuse or disallow chain dialing, fraudulent switch-hook manipulation, or multiple calls.

Written dialing instructions in both English and Spanish shall be permanently and prominently displayed on each inmate phone.

Each inmate phone shall be secured by an anti-vandal locking system.

The system must provide call detail reports for all calling activity, which will detail:

For all calls, inmate telephone number, date, time, PIN # (if applicable), number called, duration of call, and total billable cost of each call.

Frequently called numbers (all numbers called more than five (5) times per day), including inmate telephone number, date, time, PIN # (if applicable), number called and cost of each call.

Common numbers called (all numbers called by more than one (1) inmate), including inmate telephone numbers, date, time, PIN # (if applicable), numbers called, duration of each call.

Reports must be accessible by the Sheriff and/or Audit Departments on site via computer systems installed on County premises and all reports must give total of all information required by the report.

County requires details and clarification on how calling cards would work for local, long distance, and international calling.

The system must be capable of utilizing personal identification numbers (PIN) for individual inmates, if and when such becomes desirable to County Detention Officials. The system must allow the use of PIN's in designated areas only, without necessity of the entire system utilizing PIN's.

The system may use concentrated trucking. If more inmate telephones require dial tone and processing at the same time than there are accessible lines, then a voice prompt should alert the caller that all circuits are busy at this time.

The successful proposer shall be responsible for software updating.

The evaluation and award may be based on, but not limited to the following:

Highest commission percentage offered

Service location

Equipment

References

Experience

Past Performance

Compliance with all proposal specifications

The system must be capable of compiling all call data from each phone for a full month to generate the following audit reports which will be required monthly:

Total calls attempted

Total calls completed

All calls to a specific number



All calls to a specific area code

All calls to a specific group (exchange) of numbers

Total billed cost of each complete phone call

Call break down of local, intrastate intralata, intrastate interlata, and interstate interlata charges

Summary report to include calls attempted, calls completed, total minutes, and total billed cost

All calls must be billed to the called party at the actual real time duration of the call, rounded up to the next whole minute. Any fraudulent charging of minutes by the Vendor shall be cause for immediate termination of this contract and will be punishable to the full extent of the law.

### **General Mandatory Requirements:**

1. All proposers must be in business for the purpose of providing Inmate Telephone Services and have at least five (5) years of experience with a proven track record of providing services under the same current company name.
2. Proposer must submit at least five (5) contracts, as the prime contractor, under company name as references with 200 beds or more. List contact name and number for each.
3. Proposer must currently be servicing and be the exclusive provider for a minimum of three (3) jails with a minimum capacity of 500 beds each. List facility name and capacity.
4. Proposer must perform real time validations for each call. Explain.
5. Proposer must have in-house prepaid/debit system so families can have a prepaid option to get calls, if desired. Must have positive acceptance to connect call.
6. Proposer must have ability to accept credit card, money order, or Western Union type payments.
7. Proposer must have 24hour/7day technical support. State where service center is located.
8. Proposer must have capability to supervise and monitor the system remotely ensuring satisfactory provision of services.
9. System must have the capability to provide the called party with an automated rate quote prior to connection.
10. System must have capability for called party to block the call and any future calls by pressing two DTMF digits from their home phone.
11. Prepaid calls have to inform the called party, before acceptance, that the call is coming from a correctional facility and is a free call.
12. Proposed system should have the capability of implementing a PIN/PAN system.
13. Proposed system must have the capability of implementing a billing threshold.
14. Proposer must provide facility personnel the ability to submit an on-line trouble tickets via a web interface. System must already be developed and operational.
15. Proposer must allow facility personnel to block and unblock numbers.
16. Proposer must allow facility personnel to view trouble tickets on-line, via a web interface.
17. Proposer must have the ability to track live trouble tickets via a web interface, accessible anywhere and send email notification upon completion or status changes. Provide web site demo.
18. System Reports – customized adhoc reports can be generated for specific investigative needs.
19. System must be located on-site. A off-site centralized option is not acceptable.
20. Proposer must provide access to validation platform to assist staff to confirm why a number is blocked.
21. Proposer must be able to provide staff access to prepaid platform to check account balances on calling card and prepaid programs.
22. No advance commission payment will be allowed. Responses offering an advance may be disqualified.

23. System must have some type of investigative ability for officers to be notified of certain "Hot Numbers" being called. Explain.
24. System must use automated operators only. No live operators will be allowed.

## **Commissions**

Vendor shall pay to the County a commission calculated as a percentage of the gross revenues. Gross revenues shall be defined as the total amount billed to the terminating numbers of inmate placed calls without any deductions. Calculations equal the commission rate times (x) total billed charges for the month.

## **Rates**

Provide with your proposal a copy of the rates your company will charge to the called party. Any changes in rates during the term of this contract will need to be submitted to the County for review and approval.

## **Contract Term**

The contract term will be for a period of three (3) years. The contractual time to be Date of Award (approximately April 1, 2006) through March 31, 2009. Williamson County reserves the right to extend the awarded contract for two (2) additional one-year periods as it deems to be in the best interest of the County.

## **Subcontractors**

If any part of the work is or will be subcontracted, the Vendor shall provide as part of the proposal a complete description of the subcontractor organization, the experience level of each of the parties, and the subcontracting agreements made between the parties. Vendors must also include a list of references for all subcontractors.

## **Lawsuits**

Vendor must identify all legal claims, demands, or lawsuits threatened or pending against the Vendor or employed individual, and/or the Vendor's technology provider with regard to the services and equipment offered in this proposal.

## **Call Monitoring and Recording**

1. The proposed system shall maintain ninety (90) days of call recording on-line and have the ability to be downloaded to digital tape.
2. Facility personnel must be able to search call recordings by dialed number, date, time, inmate account, or site ID.
3. Facility personnel must be able to simultaneously listen to and record conversations.
4. Recordings must be backed up for archival.
5. The system shall have integrated visitation phone recording capabilities.
6. Call monitoring devices must be provided to allow a call to be audibly monitored and recorded where desired by the County for knowledge of activities occurring during and or after phone use.

## **Insurance Requirements**

Must be included in the submitted proposal package:

1. Liability Insurance – Vendor shall furnish Certificates of Insurance verifying that there is sufficient liability coverage to meet minimum insurance qualifications.
  - a. General Liability

Each occurrence	\$ 500,000.00
General Aggregate	\$1,000,000.00
  - b. Automobile Liability

Bodily Injury per person	\$ 100,000.00
Bodily Injury per occurrence	\$ 300,000.00

	Property damage	\$ 500,000.00
	Bodily injury and property damage combined, single limit	\$ 500,000.00
c.	County is to be named as "additional insured".	

## 2. Workers Compensation – Statutory

County must be provided with thirty (30) days advance written notice prior to cancellation or material change to above listed insurance,

## Performance Bond

Performance Bond – The successful Vendor will be required to submit a performance bond in the amount of \$100,000.00. The Performance Bond will be in place within thirty (30) days of award of the contract. The successful Vendor will be required to include coverage for service and commission payments incurred. The successful Vendor is responsible for the purchase of the Performance Bond at no cost to Williamson County.

## Financial Statement

Current Financial Statement must be included in the submitted proposal package.